



City of High Point

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

Meeting Agenda

City Council

Jay W. Wagner, Mayor

S. Wesley Hudson, Mayor Pro Tem

Britt W. Moore (At Large), Tyrone Johnson (At Large), Cyril Jefferson (Ward 1), Christopher Williams (Ward 2), Monica L. Peters (Ward 3), Victor Jones (Ward 5), and Michael Holmes (Ward 6)

Monday, August 21, 2023

5:30 PM

Council Chambers

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

CONSENT AGENDA ITEMS

- C-1** [2023-373](#) Consideration of Temporary Intersection and Pedestrian Improvements at Hillcrest Place and N. Main Street
City Council is requested to approve temporary intersection and pedestrian improvements at Hillcrest Place and N. Main Street consisting of improved roadway lighting, existing rectangular rapid flashing beacon enhancements, and installation of a concrete median refuge island with an estimated cost of \$45,000 (Recommended by Prosperity & Livability Committee)
Attachments: [Hillcrest and North Main Street Improvements](#)
- C-2** [2023-375](#) Consideration of a Sole Source Contract with Perkin Elmer in the amount of \$32,808
City Council is requested to award a sole source contract to Perkin Elmer in the amount of \$32,808 to perform the annual manufacture's maintenance requirements for metals analysis instrumentation and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)
Attachments: [Sole Source - Perkin Elmer](#)
- C-3** [2023-376](#) Consideration of a Purchase from United Rentals in the amount of \$191,739.78
City Council is requested to approve a purchase from United Rentals under the sourcwell based joint purchasing contract for a 10X8 diesel pump with connections in the amount of \$191,739.78 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)
Attachments: [Purchase - United Rentals](#)
- C-4** [2023-377](#) Consideration of a Sole Source Contract with Pavement Technology in the

amount of \$294,002.90

City Council is requested to award a sole source contract to Pavement Technology in the amount of \$294,002.90 to apply Reclamite® Asphalt Rejuvenator to approximately 249,155 square yards of roadway at various locations within the City of High Point and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Attachments: [Contract - Pavement Technology](#)

C-5 [2023-378](#)

Consideration of Sole Source Purchase from National Oilwell Varco in the amount of \$237,710.

City Council is requested to approve National Oilwell Varco as a sole source vendor for the purchase of refurbished Chemineer gear boxes in the amount of \$237,710 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Attachments: [Sole Source - National Oilwell Varco, Gear Boxes](#)

C-6 [2023-379](#)

Annual Report for Surplus Equipment for Fiscal Year 2022-2023

City Council is requested to acknowledge receipt of the report of sale of surplus equipment for FY 2022-2023. (Recommended by Finance Committee)

Attachments: [Surplus Equipment 2022-2023](#)

C-7 [2023-380](#)

Consideration of a Purchase of a 2024 Ford F550 from Piedmont Truck Center in the amount of \$177,913

City Council is requested to approve a purchase of a 2024 Ford F550 with an Altec AT40G Bucket Truck Body from Piedmont Truck Center in the amount of \$177,913 and declare the old truck as surplus and dispose through the online auction process. (Recommended by Finance Committee)

Attachments: [Purchase Ford F550 - Piedmont Truck Center](#)

C-8 [2023-381](#)

Consideration of a Purchase of Three Ford Transit Vans from Piedmont Truck Center in the amount of \$163,589.25

City Council is requested to approve the purchase of three Ford Transit Vans from Piedmont Truck Center in the amount of \$163,589.25. (Recommended by Finance Committee)

Attachments: [15 Passenger Van - Piedmont Truck Center](#)

C-9 [2023-382](#)

Consideration of a Lease Agreement with Winterland, Inc. in the amount of \$99,420

City Council is requested to approve a lease agreement with Winterland, Inc. in the amount of \$99,420 for holiday lights and large-scale displays and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Attachments: [Winterland, Inc Lease Agreement](#)

- C-10** [2023-383](#) Consideration of a Sole Source Purchase from Aqua Management Partners in the amount of \$40,000
City Council is requested to approve a sole source purchase from Aqua Management Partners in the amount of \$40,000 for tablet feeders for the Aquatic Center at High Point City Lake Park and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)
Attachments: [Sole Source- Aqua Management Partners](#)
- C-11** [2023-393](#) Consideration of a Sole Source Request for Implementation Services with Harris Utilities in the amount of \$366,030
City Council is requested to approve a Sole Source request for implementation services with Harris Utilities in the amount of \$366,030 to integrate customer integrated systems (CIS) with other advance metering infrastructure (AMI) and authorize the appropriate City Official(s) to execute all documents. (Recommended by Finance Committee)
Attachments: [Implementation Services - Harris Utilities](#)
- C-12** [2023-391](#) Consideration of a Purchase of a Customer Engagement Portal from Harris Utilities in the amount of \$181,125
City Council is requested to approve a purchase of a Customer Engagement Portal from Harris Utilities in the amount of \$181,125 with an annual reoccurring cost of \$90,000 (pro-rated for the first year at \$22,500) and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)
Attachments: [Harris Utilities - Customer Engagement Portal](#)
- C-13** [2023-389](#) Consideration of a Purchase of Meter Data Management System Hardware (MDMS) from 5S Technology in the amount of \$551,351.75
City Council is requested to approve the purchase of MDMS Hardware from 5S Technology in the amount of \$551,351.75 under NCPA contract 01-86 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)
Attachments: [MDMS Hardware - 5S Technology](#)
- C-14** [2023-392](#) Consideration of the Purchase and Implementation of (SmartWorks) Meter Data Management Systems Software from Harris Utilities in the amount of \$994,869
City Council is requested to approve the purchase and implementation of (SmartWorks) Meter Data Management Systems Software from Harris Utilities in the amount of \$994,869 with an annual reoccurring cost of \$103,542 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)
Attachments: [Purchase - SmartWorks Harris Utilities](#)
- C-15** [2023-390](#) Consideration of Procurement Services with E Source in the amount of \$144,960

City Council is requested to approve procurement services with E Source in the amount of \$144,960 to become the procurement service contractor for the installation process of electric meters and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Attachments: [Procurement Services - E Source Meter Installation Vendor](#)

C-16 [2023-396](#)

Consideration to Select Atrium Health Wake Forest Baptist for Expanded Clinic Services in the estimated amount of \$322,977

City Council is requested to approve the selection of Atrium Health Wake Forest Baptist as the clinic service provider in the estimated amount of \$322,977 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Attachments: [Atrium Health Wake Forest Baptist - Onsite Health Clinic Expansion Services](#)

C-17 [2023-400](#)

Consideration of a Purchase of a 2024 Pierce Saber Pumper from Atlantic Emergency Solutions in the amount of \$919,593

City Council is requested to approve the purchase of a 2024 Pierce Saber Pumper from Atlantic Emergency Solutions in the amount of \$919,593 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Attachments: [Pierce Saber Pumper - Atlantic Emergency Solutions](#)

C-18 [2023-397](#)

Consideration of a Resolution Supporting the Reclassification of High Point 911 Telecommunicators

City Council is requested to adopt a resolution supporting the reclassification of High Point 911 Telecommunicators as a Protective Service Occupation in the Office of Management and Budget's Standard Occupation Classification catalog. (Recommended by Public Safety Committee)

Attachments: [High Point 911 Resolution](#)

C-19 [2023-401](#)

Consideration of Approval of Minutes

City Council is requested to approve the following minutes:

Community Development Committee - November 8, 2022 @ 4:00 p.m.

Finance Committee - August 3, 2023 @ 4:00 p.m.

Special Meeting of the High Point City Council - August 7, 2023 @ 4:00 p.m.

Regular Meeting of the High Point City Council - August 7, 2023 @ 5:30 p.m.

Prosperity & Livability Committee - August 9, 2023 @ 9:00 a.m.

Attachments: [Agenda Memo Meeting Minutes](#)

[Community Development Committee Meeting Minutes - November 8 2022](#)

[Finance Committee Meeting Minutes August 3 2023](#)

[Special Meeting High Point City Council Minutes - August 7, 2023](#)

[City Council Meeting - August 7, 2023](#)

[Prosperity & Livability Committee - August 9, 2023](#)

GENERAL BUSINESS AGENDA

- G-1** [2023-394](#) Consideration of the Sale of 150 MW of Generation Capacity from N.C. Municipal Power Agency Number 1 (NCMPA1) to Central Electric Power Cooperative, Inc. (Central)
City Council is requested to approve the Purchase Power Agreement between NCMPA1 and Central, to consent to the transactions contemplated thereby, and to approve the Amendment Agreement No. 3 to Project Power Sales Agreement Catawba Nuclear Project, the Agreement Regarding the Sale and Purchase of Excess Participant's Share of Project Output, and the Ordinance attached hereto, and authorize the appropriate City officials and/or staff to prepare and execute all necessary documents. (Recommended for General Agenda by Finance Committee)
Attachments: [ElectriCities - Central Electric Power Cooperative, Inc.](#)
- G-2** [2023-395](#) Public Hearing Regarding a Request from Pioneer Square Brands for Performance Based Incentives in the amount of \$54,752 - Public Hearing August 21, 2023
City Council is requested to authorize performance-based incentives for a project at 721 Old Thomasville Road and 1515 W Green Drive in the amount of \$54,752, authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and schedule for the payment of such financial incentives.
Attachments: [Pioneer Square Brands - Performance Based Incentives](#)
- G-3** [2023-399](#) Review Information from High Point x Design for a Design, Art & Science Symposium and Exhibit
Staff will provide information from High Point x Design for a Design, Art & Science Symposium and Exhibit(Finance Committee forwarded this item to City Council without a recommendation)
Attachments: [High Point x Design](#)
[Presentation - Science in Design](#)
- G-4** [2023-369](#) Consideration of a Resolution Approving an Interlocal Agreement with Guilford County For American Rescue Plan Act (ARPA) Funds.
City Council is requested to approve a resolution for an interlocal agreement with Guilford County for ARPA funds and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Resolution Approving an Interlocal Agreement with Guilford County for America](#)
- G-5** [2023-361](#) Consideration of a Contract with D-UP, Inc. in the amount of \$3,000,000
City Council is requested to authorize the City Manager to enter into a contract with D-UP, Inc. for the Washington Street Enhancement Project in the amount of \$3,000,000, approve the budget ordinance amendment, and

authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Attachments: [Contract With D-UP - Guilford County ARPA Funds](#)

- G-6** [2023-362](#) Consideration of a Contract with the Hayden-Harman Foundation in the amount of \$2,000,000
City Council is requested to enter into a contract with the Hayden-Harman Foundation in the amount of \$2,000,000 for "The Bridge" project, approve a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Contract With Hayden-Harman Foundation - Guilford County ARPA Funds](#)
- G-7** [2023-363](#) Consideration of a Contract with the YMCA of High Point in the amount of \$500,000
City Council is requested to enter into a contract with the YMCA of High Point in the amount of \$500,00 for the Out of School Time (OST), Social and Emotional Learning (SEL), and Enrichment/Physical Activity Program, approve a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Contract With YMCA of High Point - Guilford County ARPA Funds](#)
- G-8** [2023-384](#) Council initiation of Zoning Map Amendment
A request for the City Council to initiate zoning map amendment for Round 5 of the City's Comprehensive Zoning Map Amendment Project (amendment to the previously adopted list to add land along Beddington Street).
Attachments: [Beddington St Zoning Initiation Memo](#)
- G-9** [2023-385](#) Public Hearing on City of High Point, Zoning Map Amendment 23-19
A request by the High Point City Council, as part of the Comprehensive Zoning Map Amendment Project, to rezone approximately 10.6 acres from a Planned Development - Limited (PDL) District to the Residential Single Family - 3 (R-3) District.
The site is located at the northeast corner of W. Lexington Avenue and Wallburg-HighPoint Road.
Attachments: [Staff Report ZA-23-19](#)
- G-10** [2023-386](#) Public Hearing on Dawn Sweitzer Properties, LLC, Zoning Map Amendment 23-16
A request by Dawn Sweitzer Properties, LLC to rezone approximately 0.8 acres from the Heavy Industrial (HI) District to the General Business (GB) District. The site is located along the east side of W. English Road, approximately 340 feet north of Westchester Drive (2427 and 2431 W. English Road).
Attachments: [Staff Report ZA-23-16](#)
- G-11** [2023-387](#) Public Hearing on Deniz Tatargil et al, Zoning Map Amendment 23-17

A request by Deniz Tatargil et al, to rezone approximately 8.7 acres from the Heavy Industrial (HI) District to the Light Industrial (LI) District. The site is located at the northwestern and northeastern corners of W. Green Drive and W. Grimes Avenue (616, 630 and 623 W. Green Drive).

Attachments: [Staff Report ZA-23-17](#)

G-12 [2023-388](#)

Public Hearing on Brian Craven et al, Zoning Map Amendment 23-18
A request by Brian Craven et al, to rezone approximately 13.7 acres from the Residential Multifamily - 16 (RM-16) District and the Residential Single Family - 5 (R-5) District to a Planned Development - Periphery (PD-P) District. The site is located along the north and south sides of Woodside Drive and at the northeast corner of N. Centennial Street and Beaucrest Drive.

Attachments: [Staff Report ZA-23-18](#)

[Staff Report ZA-23-18 UPDATED.pdf](#)

G-13 [2023-402](#)

Consideration of Appointment and Reappointments to the Human Relations Commission

City Council is requested to confirm the appointment of Dr. Telisha Roberts to the Human Relations Commission; term effective immediately and expire on November 1, 2024, as Council Member Williams' Ward 2 appointee; confirm the reappointment of Karen Gilbert to the Human Relations Commission; term effective immediately and expire on November 1, 2024, as Mayor Pro Tempore Hudson's Ward 4 appointee, and confirm the reappointment of Stacy Jones to the Human Relations term effective immediately and expire on November 1, 2024, as Council Member Holmes Ward 6 appointee.

Attachments: [Boards and Commission Appointment - Human Relations Commissions](#)

ADJOURNMENT

AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.20, ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of the City of High Point adopted “The City of High Point Development Ordinance” on May 16, 2016 with an effective date of January 1, 2017, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on July 25, 2023 and before the City Council of the City of High Point on August 21, 2023 regarding **Zoning Map Amendment Case ZA-23-19 (ZA-22-19)** 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 July 15, 2023, for the Planning and Zoning Commission public hearing and on August 9, 2023 and August 16, 2023, for the City Council public hearing pursuant to Chapter 160D-602 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 **August 16, 2023**.

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 a: **Residential Single Family – 3 (R-3) District**. The property is approximately 10.6 acres, located at the northeast corner of W. Lexington Avenue and Wallburg-HighPoint Road. The zoning site is addressed as 1504 W. Lexington Avenue and 5701 Wallburg-High Point Road, and also Known as Davidson County Tax Parcels Parcel: 01-019-0-000-0050 and 01-019-0-000-0046-A

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.

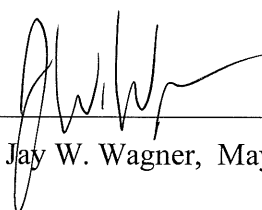
SECTION 3

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

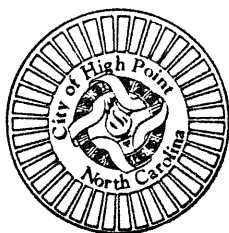
SECTION 4.

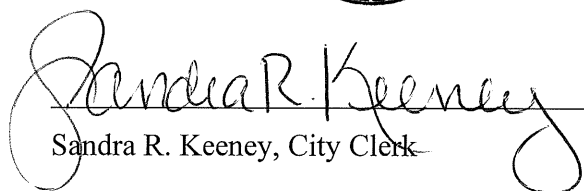
This ordinance shall become effective upon the date of adoption.

Adopted by the City Council
City of High Point, North Carolina
The 21st day of August, 2023

By: 
Jay W. Wagner, Mayor

ATTEST:




Sandra R. Keeney, City Clerk

A RESOLUTION AMENDING THE LAND USE PLAN FOR THE HIGH POINT PLANNING AREA

WHEREAS, the City Council of the City of High Point adopted the *Land Use Plan for the High Point Planning Area* on April 6, 2000, and

WHEREAS, changing circumstances may warrant that from time to time a particular land use designation be changed from one classification to another; and

WHEREAS, public hearings were held before the High Point Planning and Zoning Commission on December 14, 2021 and before the City Council of the City of High Point on January 18, 2022, regarding this proposed amendment (PA 21-08) to said *Land Use Plan for the High Point Planning Area*.

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

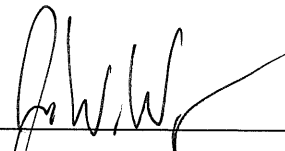
SECTION 1. That the *Land Use Plan for the High Point Planning Area* be amended by reclassifying approximately 6.5 acres (as shown on the attached map) from Low-Density Residential to Recreation/Open Space and 2.4 acres (as shown on the attached map) from Low-Density Residential to Office.

SECTION 2. Should any section or provision of this resolution be declared invalid, such decision shall not affect the validity of remaining portions of this resolution.

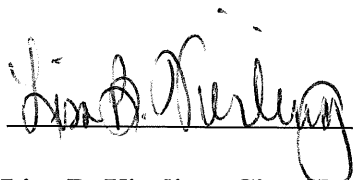
SECTION 3. This resolution shall become effective immediately upon adoption.

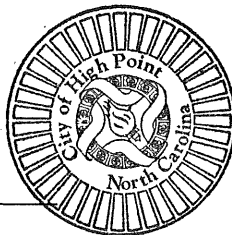
Adopted by City Council
City of High Point, North Carolina
The 18th day of January 2022

By: _____


Jay W. Wagner, Mayor

ATTEST:





Lisa B. Vierling, City Clerk

AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.20, ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of the City of High Point adopted “The City of High Point Development Ordinance” on May 16, 2016 with an effective date of January 1, 2017, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on July 25, 2023 and before the City Council of the City of High Point on August 21, 2023 regarding **Zoning Map Amendment Case ZA-23-16 (ZA-22-16)** 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 July 15, 2023, for the Planning and Zoning Commission public hearing and on August 9, 2023 and August 16, 2023, for the City Council public hearing pursuant to Chapter 160D-602 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 **August 16, 2023**.

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 a: **General Business (GB) District**. The property is approximately 0.8 acres, located along the east side of W. English Road, approximately 600 feet north of Westchester Drive (*2427 and 2431 W. English Road*). The property is also known as Guilford County Tax Parcels 194316 and 194318.

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.

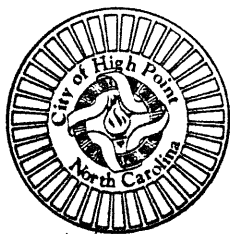
This ordinance shall become effective upon the date of adoption.

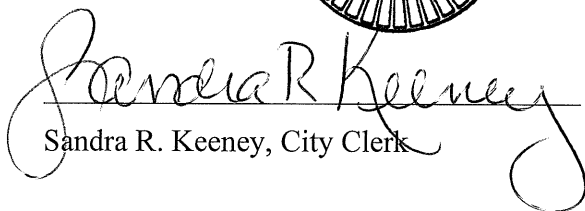
Adopted by the City Council
City of High Point, North Carolina
The 21st day of August, 2023

By: _____

Jay W. Wagner, Mayor

ATTEST:




Sandra R. Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Contract with Hayden-Harman Foundation – Guilford County American Rescue Plan Act (ARPA)	
FROM: Stephen M. Hawryluk Budget & Performance Director	MEETING DATE: August 21, 2023
PUBLIC HEARING: No	ADVERTISED DATE/BY:
ATTACHMENTS: Budget ordinance amendment	

PURPOSE: To contract with the Hayden-Harman Foundation for “The Bridge” project.

BACKGROUND: In September 2022, the Guilford County Board of County Commissioners approved the allocation of \$5,500,000 in American Rescue Plan Act (ARPA) funds to the City of High Point for three community projects: D-UP, Inc. (\$3,000,000), the YMCA of High Point (\$500,000), and the Hayden-Harman Foundation (\$2,000,000). These funds would pass-through the City of High Point and the City will manage and oversee the implementation of the projects.

\$2,000,00 will be allocated to the Hayden-Harman Foundation for “The Bridge” project. The goal of the project is to develop a comprehensive community-based center designed to increase access to healthy foods, health services, job skill training, agribusiness development, and youth development. Partners in the project include the Hayden-Harman Foundation, Growing High Point, and Resilience High Point.

BUDGET IMPACT: These are pass-through funds from Guilford County via the American Rescue Plan Act (ARPA). There is no local budget impact.

RECOMMENDATION/ACTION REQUESTED:

Staff recommends and asks City Council to authorize the City Manager to enter into a contract with the Hayden-Harman Foundation. for “The Bridge” project, in the amount of \$2,000,000, authorize the appropriate City Official(s) to execute all necessary documents, and approve the budget ordinance amendment for “The Bridge” project.



"AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS
PASSED THROUGH BY GUILFORD COUNTY

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

Section 1. The proposed amendment appropriates \$2,000,000 in funds from Guilford County for the Hayden-Harman Foundation "Bridge" Project.

Section 2. The 2023-2024 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Special Revenue Fund revenues be amended as follows:

Guilford County	\$2,000,000
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(B) That the following Special Revenue Fund expenditures be amended as follows:

Hayden-Harman Foundation	\$2,000,000
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 21st day of August 2023

Jay W. Wagner, Mayor

ATTEST

Sandra Keeney,
City Clerk



COMMUNITY DEVELOPMENT COMMITTEE
Chaired by Council Member Chris Williams
Members: Williams, Hudson, Jefferson, and Johnson
November 8, 2022 – 4:00 p.m.

CALL TO ORDER

Chairman Chris Williams called the meeting to order at 4:00 p.m. Following roll call, the following attendance by Committee Members was duly noted.

Present (4): Chairman Chris Williams, Committee Member Wesley Hudson, and Committee Member Cyril Jefferson, and Committee Member Tyrone Johnson

Staff Present:

Eric Olmedo, Assistant City Manager; Damon Dequenne, Assistant City Manager; Jeron Hollis, Managing Director; Nena Wilson, Interim Director of Community Development & Housing Department; JoAnne, Carlyle, City Attorney; Mary S. Brooks, Interim City Clerk

PRESENTATION OF ITEMS

Discussion: Affordable & Mixed Income Housing/Craig Stone, Winfield Housing

Craig Stone, Winfield Housing extended greetings; spoke to the need for affordable and mixed income housing; to the new developments in Guilford County to include 60 independent units; to housing tax credits for developers regarding affordable housing; explained how tax credits help developers in affordable housing; commended the Community Development staff for their efforts; to the long wait list for applicants, financing, future sites, and community support regarding affordable housing; to the challenges faced regarding individuals facing homelessness; discussed addressing substandard housing; to providing options and more units due to the overwhelming needs; and entertained questions.

Discussion took place regarding housing demands; long wait list for applicants for affordable housing; funding; and to providing more resources on this matter for the community.

All Committee Members thanked Mr. Stone for his quality work and efforts for the community.

Mr. Stone thanked everyone and staff for their time; and said that they were working in Washington for other options and looking at additional funding through ARPA.

2022-532 Update - Homelessness Task Force

Nena Wilson, Interim Director, Community Development & Housing will present an update to the Homelessness Task Force.

Nena Wilson, Interim Community and Development Director shared the recent housing needs assessment that was a part of the 2019-2020 Consolidated Plan; provided pre-pandemic numbers; the assessment looked at homes that included the following: incomplete kitchen facility, plumbing facilities, overcrowding-more than one person per room, and cost burden; provided a breakdown for income as followed: 0-30% 3,920 households for AMI-area median income, 30-50% AMI 4,225 households that have one or more housing problems, 50-80% AMI 3,715 households, based on pre-pandemic numbers about 10,000 households dealing with some sort of housing problems. Based on housing needs assessment.

Ms. Wilson continued discussions regarding the Homelessness Task Force; said that there was request for proposal to find a facilitator to assist; the proposals would be evaluated in December; the GAP analysis update would be available at the end of February; and the homeless winter shelters would begin on December 1st.

2022-533 Combination Deed - 801 Vail Avenue and 802 Amos Street for Affordable Housing Development

City Council is requested to approve a request for a combination deed for 801 Vail Avenue and 802 Amos Street to create a buildable lot for construction of an affordable housing unit and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Nena Wilson, Interim Community Development Director reported that this was a request for a combination deed for 801 Vail Avenue and 802 Amos Street to create a buildable lot for construction of an affordable housing unit and that the appropriate city official be authorized to execute all necessary documents; said properties would be conveyed to Habitat for Humanity of High Point, Archdale and Trinity to provide homeownership opportunity for low income families; and that staff is recommending approval for this matter.

Chairman Williams moved to forward this matter to the City Council with a favorable recommendation and place it on the November 21, 2022, City Council Community Development Committee Consent Agenda for approval. Committee Member Hudson made a second to the motion. Following a roll call vote by Chairman Williams, the motion carried by the following 3-0 unanimous vote:

Aye (4): Chairman Williams, Committee Member Hudson, and Committee Member Jefferson, and Committee Member Johnson

2022-534 Update - Local Code Inspection

Community Development Committee will recognize staff to provide an update on the Local Code Inspections.

Lori Loosemore, Code Enforcement Manager spoke to the local code inspections; to putting more focus to other matters such as auto repair shops/businesses code violations; to working with and educating businesses regarding code violations; to providing classes/training for city inspectors; and to the goal of enforcing and staying in compliance.

2022-535 Ordinance - Demolition of Dwelling - 1205 Filbert Place

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 1205 Filbert Place belonging to (property owners name(s)).

Lori Loosemore, Code Enforcement Manager reported that this was a request to adopt an ordinance ordering the inspector to demolish the dwelling at 1205 Filbert Pl.; an order to repair was issued on December 3, 2020; compliance date was January 4, 2021, with no action; repairs of the dwelling exceeded its current tax value and the demolition was warranted; funds are available; and that staff is recommending approval for this matter.

Chairman Williams moved to forward this matter to the City Council with a favorable recommendation and place it on the November 21, 2022, City Council Community Development Committee Consent Agenda for approval. Committee Member Johnson made a second to the motion. Following a roll call vote by Chairman Williams, the motion carried by the following 3-0 unanimous vote:

Aye (4): Chairman Williams, Committee Member Hudson, and Committee Member Jefferson, and Committee Member Johnson

2022-536 Ordinance - Demolition of Dwelling - 1215 E. Russell Avenue

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 1215 E. Russell Avenue belonging to (property owners name(s)).

Lori Loosemore, Code Enforcement Manager reported that this was a request to adopt an ordinance ordering the inspector to demolish the dwelling at 1215 E. Russell Avenue; after a complaint and notice of hearing was issued and a hearing held, an order to repair or demolish was issued on 3/22/2022; no action occurred by the compliance date of 4/22/2022; repairs to the dwelling exceeded its current tax value and the demolition is warranted; funds are available; and that staff is recommending approval for this matter.

Committee Hudson moved to forward this matter to the City Council with a favorable recommendation and place it on the November 21, 2022, City Council Community Development Committee Consent Agenda for approval. Committee Member Johnson made a second to the motion. Following a roll call vote by Chairman Williams, the motion carried by the following 3-0 unanimous vote:

Aye (4): Chairman Williams, Committee Member Hudson, and Committee Member Jefferson, and Committee Member Johnson

2022-537 Ordinance - Rescind Demolition Ordinance - 730 W. Fairfield Road - Minimum Housing Code

City Council is requested to rescind an ordinance for demolition for dwelling located at 730 W. Fairfield Road due to property being demolished and in compliance with the City of High Point's minimum housing code.

Lori Loosemore, Code Enforcement Manager reported this was a request to rescind an ordinance adopted by council, on August 15, 2022, to demolish a dwelling at 730 W. Fairfield Road; the property was brought into compliance by the owner demolishing the dwelling on September 29, 2022; there was no budget impact; and that staff is recommending approval for this matter.

Committee Member Hudson moved to forward this matter to the City Council with a favorable recommendation and place it on the November 21, 2022, City Council Community Development Committee Consent Agenda for approval. Committee Member Jefferson made a second to the motion. Following a roll call vote by Chairman Williams, the motion carried by the following 3-0 unanimous vote:

Aye (4): Chairman Williams, Committee Member Hudson, and Committee Member Jefferson, and Committee Member Johnson

2022-538 Ordinance - Rescind Demolition Ordinance - 2206 Gable Way - Minimum Housing Code

City Council is requested to rescind an ordinance for demolition for dwelling located at 2206 Gable Way due to property being demolished and in compliance with the City of High Point's minimum housing code.

Lori Loosemore, Code Enforcement Manager reported that this request was to rescind an ordinance for demolition for a dwelling located at 2206 Gable Way; the ordinance was approved by council on November 1, 2021; the property was brought into compliance by the owner repairing the dwelling; there was no budget impact; and that staff is recommending approval for this matter.

Committee Member Hudson moved to forward this matter to the City Council with a favorable recommendation and place it on the November 21, 2022, City Council Community Development Committee Consent Agenda for approval. Committee Member Johnson made a second to the motion. Following a roll call vote by Chairman Williams, the motion carried by the following 3-0 unanimous vote:

Aye (4): Chairman Williams, Committee Member Hudson, and Committee Member Jefferson, and Committee Member Johnson

ADJOURNMENT

There being no further business to come before the Committee, the meeting adjourned at 4:41 p.m.; moved by Committee Member Jefferson; and seconded by Committee Member Johnson.

Respectfully Submitted:

Christopher Williams, Chairman

Attest:

Mary S. Brooks, CMC
Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Pioneer Square Brands	
FROM: Sandy Dunbeck, Director High Point Economic Development	MEETING DATE: August 21, 2023
PUBLIC HEARING: Yes	ADVERTISED DATE/BY: 8-11-2023
ATTACHMENTS: Legal notice that appeared in The High Point Enterprise	

PURPOSE: The High Point City Council is asked to consider a request from Pioneer Square Brands, for authorization of performance-based incentives for a project at 721 Old Thomasville Road and 1515 W Green Drive in High Point, NC in the amount of \$54,752.

BACKGROUND: Pioneer Square Brands was founded in Seattle's historic Pioneer Square neighborhood they design brands, manufacture, test and certify rugged cases and accessories for mobile technology devices. Vault, located in High Point NC Is known for product design, enterprise grade mobile device protection and a patented connectivity system that transforms Apple Devices into versatile business tools to power the digital transformation of the workplace.

Pioneer Square Brands purchased Vault LLC on February 12, 2023. Together PSB and Vault will have one of the most robust and flexible cable-free iPhone and iPad fleet management platforms in the industry.

The current Vault location at 1515 W Green Drive in High Point will now become the Corporate Headquarters for Pioneer Square Brands. In addition, PSB is considering establishing a new warehouse on the east coast and High Point is one of the locations being considered. Some renovations are proposed to be made at 1515 W Green Drive and the company is considering a lease at 721 Old Thomasville Road for the warehouse.

The company proposes to invest \$1,300,000 in new real and personal property and create 30 new jobs paying an average of \$61,700. The new jobs would consist of Warehouse Specialists, Production Assemblers, Customer Service, Sales Admin, Fulfillment Manager, HR Administration, Sales, Marketing and Design Engineering. The company is also requesting State of North Carolina Incentives.

BUDGET IMPACT: The source of those monies would be the City's Economic Development Incentive Fund, which is funded by general and electric revenues.

RECOMMENDATION/ACTION REQUESTED:

The High Point Economic Development staff recommends that City Council:

- authorize performance-based incentives for the project in the amount of \$54,752.
- authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives.



Aug. 11, 18, 25, Sept. 1, 2023

Pursuant to N.C. General Statute 158-7.1, notice is hereby given that a public hearing will be held by the High Point City Council on Monday, August 21, 2023, at 5:30 p.m. in the Council Chambers, High Point Municipal Building, 211 S. Hamilton Street, High Point, NC, for the purpose of receiving public input on a funding request for local incentives. A company proposes to expand at 721 Old Thomasville Road and 1515 W. Green Drive in High Point, NC. The project would have investment of \$1,300,000 in new real and personal property and create 30 new jobs. High Point City Council will consider incentives of up to \$54,752 for the project. The source of funding would be the Economic Development Incentive Fund, which is funded by general and electric revenues. The City would be authorized to provide this financial assistance upon the company's investment in real and personal property—and job creation pursuant to an incentive performance agreement containing benchmarks and a schedule for the payment of such financial assistance. For further information, please call 336-883-3116.

"AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS
PASSED THROUGH BY GUILFORD COUNTY

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

Section 1. The proposed amendment appropriates \$500,000 in funds from Guilford County for the YMCA of High Point Out of School Time (OST), Social and Emotional Learning (SEL), and Enrichment/Physical Activity Program.

Section 2. The 2023-2024 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Special Revenue Fund revenues be amended as follows:

Guilford County	\$500,000
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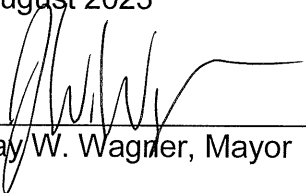
(B) That the following Special Revenue Fund expenditures be amended as follows:

YMCA of High Point	\$500,000
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

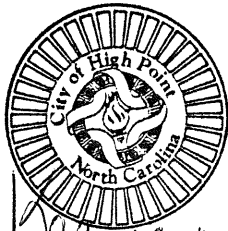
Section 4. That this ordinance shall be effective from and after its passage."

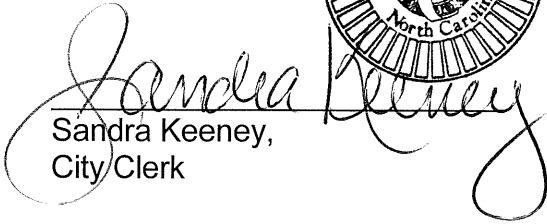
Adopted by High Point City Council, this the 21st day of August 2023



Jay W. Wagner, Mayor

ATTEST





Sandra Keeney,
City Clerk

PETITION IN OPPOSITION OF ZA-22-07

This petition represents the objections of residents to the proposed rezoning of land on Carrick between Ray and Sunset to RH-26 zoning (26 units per acre) due to concerns including but not limited to:

- How it will affect existing infrastructure particularly drainage systems and the likelihood of property damage
- How construction will affect surrounding homes, parking, and traffic
- How a 3 story structure will dwarf surrounding homes
- How considerations for noise will be implemented and protective measures could be taken into account for the peace and quiet of our homes

Requested changes to development plans:

1. Commitment to adequately address stormwater, waste management, traffic, and infrastructure concerns
2. Instead rezone to RH-16 (16 units per acre) and redesign to meet code requirements
3. Provide adequate parking for residents and staff

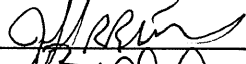
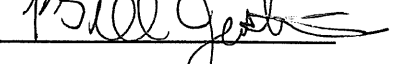
PRINTED NAME

ADDRESS

SIGNATURE

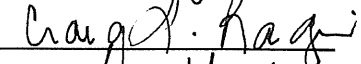
Jeff Babineaux
Bill Justice
336-689-0220

1115 Council
514 Sunset Dr.

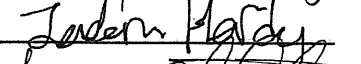
Craig Ragin

511 Sunset Dr



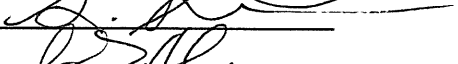
Jaden Hardy

901 Farndale



Sompong Inthavong
Sam Soxayachanh

404 Sunset Dr

Andrew Hellens

803 Carrick St



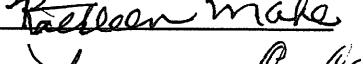
Audrey Hellens

803 Carrick St



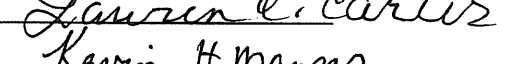
Kathleen Male

809 Carrick St



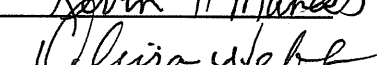
Lauren A. Carter

813 Carrick St



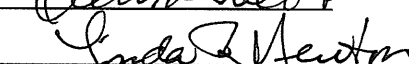
Kevin H Manes

812 Carrick St.



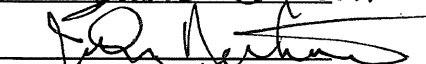
Olivia Webb

901 Carrick St



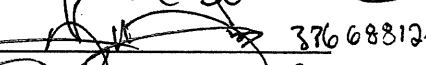
Linda Newton

301 W. Parkway Ave



John Newton

301 W. PARKWAY AV



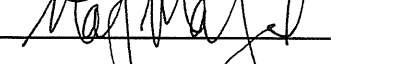
Henry Dorn

209 W Parkway Ave



Wz Nowell

904 Carrick St



Najwa Majeed

900 Carrick St



376 6831296

PETITION IN OPPOSITION OF ZA-22-07

This petition represents the objections of residents to the proposed rezoning of land on Carrick between Ray and Sunset to RH-26 zoning (26 units per acre) due to concerns including but not limited to:

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- How construction will affect surrounding homes, parking, and traffic
- How a 3 story structure will dwarf surrounding homes
- How considerations for noise will be implemented and protective measures could be taken into account for the peace and quiet of our homes

Requested changes to development plans:

1. Commitment to adequately address stormwater, waste management, traffic, and infrastructure concerns
2. Instead rezone to RH-16 (16 units per acre) and redesign to meet code requirements
3. Provide adequate parking for residents and staff

	<u>PRINTED NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
	David Stephens	403 Sunset Dr.	David Stephens
	STEVE BOQUIRON	503 SUNSET DR.	Steve Boquiron
	Michelle Boquiron	503 Sunset Dr	Michelle Boquiron
Z	TERRY & JUDY COX	806 DEMONT ST.	Terry C. Cox
Z	Phillip & Karen Howard	309 Colonial St	Phillip Howard
	Assistant	200 Colonial drive	
	Matthew Ridge	307 Colonial Dr.	Matthew Ridge
Z	Holly & Adam Ferrymore	603 Colonial Dr.	Holly Ferrymore
	Derrick Smith	503 Clyde St	Derrick Smith
	HELEN TINSLEY	1108 Clyde PL	Helen Tinsley
	Larab Zappacini	1106 Clyde Pl	Larab Zappacini
	Lawrence Heller	1012 Council St	Lawrence Heller
	Yanil Fabian	957 Council St Apt. A	Yanil Fabian
	Drian Abhizer	410 W Bay Ave	Drian Abhizer
	Stephany Charis	1111 Delmont St	Stephany Charis
	Austin Beck	1105 Clyde Pl	Austin Beck
	Yelva Yurko	707 Delmont St	Yelva Yurko

PETITION IN OPPOSITION OF ZA-22-07

This petition represents the objections of residents to the proposed rezoning of land on Carrick between Ray and Sunset to RH-26 zoning (26 units per acre) due to concerns including but not limited to:

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PRINTED NAME

ADDRESS

SIGNATURE

John D. Howard III

512 V-Ray Ave

John D Howard III

Luis A Perez

511 W-Ray Ave.

Luis Perez

Keum G. Son

513 W-Ray Ave

Keum Son

Emily Bonzheim

513 W-Ray Ave

Emily Bonzheim

M. Patrick Knoll

703 W-Ray Ave

Patrick Knoll

Cameron Ledbetter

706 Delmar St

Cameron Ledbetter

PAUL WEIPERT

801 W-RAY AVE

Paul Weipert

GREG ADZIMA

800 W-Ray Ave HP

Greg Adzima

Marilyn A Davis

1200 N. Rotary Dr

Marilyn Davis

Dr. Deborah Chance

908 W-Ray Ave.

Deborah Chance

Doug Brown

704 W-Ray Ave

Doug Brown

Caryn Wright

908 W-Ray Ave

Caryn Wright

Rachel Arken

706 Delmar St

Rachel Arken

FINANCE COMMITTEE
Chaired by Council Member Moore
Committee Members: Moore, Holmes, Jones, and Peters
AUGUST 3, 2023 – 4:00 P.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING

MINUTES

CALL TO ORDER

Note: The Finance Committee meeting began with no quorum present at 4:01 p.m.; and was officially called to order at 4:13 when a quorum was present.

Following roll call by Chairman Moore, the following Committee Members were **Present (3)**:

Chairman Britt W. Moore
Committee Member Monica Peters
Committee Member Victor Jones [arrived at 4:13 p.m.]

Absent (1):
Committee Member Michael Holmes

PRESENTATION OF ITEMS

2023-350 Consideration of a Contract Renewal with Cigna Healthcare for Employee Health and Dental Care

City Council is requested to authorize the City Manager to execute a twelve (12) month contract with Cigna Healthcare for healthcare coverage for city employees. Contract will be effective January 1, 2024, to December 31, 2024.

Angela Kirkwood, Human Resources Director reported that this request was to renew the contract between Cigna Healthcare and the of City of High Point (COHP) for city employee's healthcare coverage plan year of January 1, 2024, to December 31, 2024; and recognized Mark Browder of Mark III Employee Benefits to provide more information regarding the strategy for the city becoming self-funded and to provide an overview regarding the city's health plans.

Mr. Browder extended greetings; spoke to the 2024 Medical Renewal/Update and Recommendations for the COHP; provided an overview of the medical renewal as followed:

- *In 2018, the Medical Plan was bid, with no competitors improving the CIGNA renewal of 7.85%.*
- *The 2019 renewal was a 1.58% increase (5% Funding Allocation).*
- *In 2020, the Plan increase was a 5.72% increase and the City added an HSA option.*
- *The increase for 2021 was a net 6.04% increase. The renewal was reduced from a 9% to a 6% increase, saving the Plan over \$480,000.*
- *The increase for 2022 was 5.61%. Very competitive considering Plan performance.*
- *The increase for 2023 was 6.01%. Very competitive considering Plan performance.*

Mr. Browder continued discussion regarding high claimants; spoke to the components of a self-funded contract as followed: hire an administrator to pay medical and pharmacy claims-retain Cigna, purchase insurance for large claims (stop-loss insurance)-Cigna issues stop loss contract, hire a network of medical professionals-retain Cigna, budget for claims, and establish reserving; spoke to the advantages of self-funding such as long-term, self-funding delivers a lower cost strategy for funding medical coverage, because of a lower overall expense structure, etc...; went over the wellness results (COHP in the top 100 across America); provided a list of 2024 recommendations as followed and entertained questions:

- *We are recommending the City transition to self-funding with CIGNA at the fully insured rates.*
- *Making the change with CIGNA makes the transition smooth and seamless.*
- *There are no planned benefit changes in the transition.*
- *For the first time in a decade, the claims are allowing the City to transition to self-funding.*
- *The City is well positioned to make this funding change.*
- *Funding discipline is important into the future.*
- *The long-term benefits of self-funding are to the advantage of the City.*

Committee Member Jones arrived at 4:13 p.m.

Committee Member Jones inquired on catastrophic claims for self-funding. Mr. Browder responded that if a claim exceeded \$200,000 then the claim would be handed over to Cigna; and said that Cigna could not pass liability to the city.

Mr. Kirkwood said that with expanding the current model and services that the Human Resources department would have a full team to accommodate accordingly.

Staff is recommending approval to authorize the city manager to execute a twelve-month contract with Cigna Healthcare for healthcare coverage for city employees to be effective January 1, 2024, to December 31, 2024.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 7, 2023, City Council Consent Agenda for approval. Committee Member Peters made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Jones

Absent (1): Committee Member Holmes

2023-339 Consideration of a Contract with AMP Utility Distributions Services in the amount of \$106,250

City Council is requested to award a contract to AMP Utility Distribution Services in the amount of \$106,250 for the annual purchase of fire hydrants and authorize the appropriate City Official(s) to execute all necessary documents.

Robby Stone, Public Services Director reported this was a request to award a contract to AMP Utility Distribution for the annual purchase of fire hydrants; the contract would run from September 1, 2023, through August 30, 2024, with an option to renew for four additional one year periods with both parties agreeing to price; and that staff is recommending approval for said contract with AMP Distribution Services in the amount of \$106,250.00.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 7, 2023, City Council Consent Agenda for approval. Committee Member Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Jones

Absent (1): Committee Member Holmes

2023-348 Consideration of a Contract with GEL Engineering of NC, Inc in the amount of \$142,960

City Council is requested to approve a contract with GEL Engineering of NC, Inc in the amount of \$142,960 for annual on-call air permitting assistance at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

Robby Stone, Public Services Director reported that the city operated under a Title V air emissions permit at the Eastside WWTP; explained what the air permit process; funds are available in the budget; and that staff is recommending approval for a contract with GEL Engineering of NC, Inc in the amount of \$142,960.00 for annual on-call air permitting assistance at the Eastside WWTP and to authorize the appropriate city officials to execute all necessary documents.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 7, 2023, City Council Consent Agenda for approval. Committee Member Peters made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Jones

Absent (1): Committee Member Holmes

2023-349 Consideration of Contract with Alta Planning + Design, Inc.

City Council is requested to approve a Contract with Alta Planning + Design, Inc. in the amount not to exceed \$45,000.00 to provide services necessary for the preparation of an engineering report and environmental information document (ER/EID) in accordance with guidance from the North Carolina Department of Environmental Quality (NC DEQ) Division of Water Infrastructure and that the appropriate City Official(s) be authorized to execute all necessary documents.

Robby Stone, Public Services Director reported that this was a request to approve a contract with Alta Planning + Design, Inc. to provide services necessary for the preparation of an engineering report and environmental information document (ER/EID) in accordance with the guidance from the north Carolina Department of Environmental quality Division of Water Infrastructure; provided a brief background regarding said project; and that staff is recommending approval for the contract with Alta Planning + Design, Inc. in the amount not to exceed \$45,000.00 to provide services for ER/EID.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 7, 2023, City Council Consent Agenda for approval. Committee Member Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Jones

Absent (1): Committee Member Holmes

2023-351 Consideration of a Purchase of Two (2) Ford F550 Trucks from Amick Equipment Company in the amount of \$282,461.86

City Council is requested to approve the purchase of two (2) Ford F550 trucks with Diamond Back 8 Yard body from Amick Equipment Company and declare the old trucks as surplus and dispose through the online auction process.

Kevin Rogers, Fleet Services Director reported that the Environmental Services Division was currently using Isuzu trucks with rear packer bodies that were in need of

replacement; the mileage for the truck had over 130,000 each; using the North Carolina Sheriffs Association Bid# 22-06-0426R a 2023 Ford F5550 with Diamond Back 8 Yard body was being recommended for approval; funds are available in the budget; noted that deliver timeframe would be 365 day; and that staff is recommending approval of two Ford F550 trucks from Amick Equipment Company in the amount of \$282,461.86.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 7, 2023, City Council Consent Agenda for approval. Committee Member Peters made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Jones

Absent (1): Committee Member Holmes

2023-352 Consideration of a Purchase of a Freightliner Truck with Pac Mac Model KB-20H-HJ from Carolina Environmental Systems, Inc. in the amount of \$205,985.00

City Council is requested to approve the purchase of a Freightliner truck with Pac Mac model KB-20H-HJ from Carolina Environmental Systems, Inc. and declare the old truck as surplus and dispose through the online auction process.

Kevin Rogers, Fleet Services Director reported that the Environmental Services Department was currently using a 2014 International 7400 Knuckleboom that was in need of replacement; using the NC Sheriff's Association Contract # 24-08-0421 a Freightliner truck with Pac Mac model KB-20H-HJ loader was being recommended for approval; the estimated delivery timeframe was 240-360 days; funds are available in the budget; and that staff is recommending approval for the purchase of trucks from Carolina Environmental Systems, Inc. in the amount of \$205,985.00, and to declare the old truck as surplus and dispose through the online auction process.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 7, 2023, City Council Consent Agenda for approval. Committee Member Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Jones

Absent (1): Committee Member Holmes

2023-353 Consideration of an Easement Dedication to AT&T at 3940 Kivett Dr.

City Council is requested to approve an easement dedication to AT&T to relocate utilities to allow continued service after a portion of the right of way along Kersey Valley Rd. is closed and relocated to allow for the landfill expansion.

Kim Thore, Right of Way Coordinator reported that AT & T Corp. had requested the city to grant a permanent easement along the edge of the landfill property from Kersey Valley Rd. to Kivett Dr. to relocate utilities; the permanent easement would be 53,927 square feet; there would be no impact to the budget; and that staff is recommending approval of an easement dedication to AT&T Corp. to relocate utilities.

Committee Member Peters moved to forward this matter to the City Council with a favorable recommendation and place it on the August 7, 2023, City Council Consent Agenda for approval. Chairman Moore made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Jones

Absent (1): Committee Member Holmes

2023-354 Consideration of a Resolution of the High Point City Council Authorizing Upset Bid Process for Sale of City Property Located at 807 Wise Avenue High Point, NC

City Council is requested to adopt a resolution accepting the offer of \$10,000 from HS.1 Properties, LLC for the purchase of city-owned property at 807 Wise Avenue through the upset bid procedure N.C.G.S. §160A-269 and direct the City Clerk to publish the public notice of the proposed sale in accordance with N.C.G.S. §160A-269.

Kim Thore, Right of Way Coordinator reported that HS.1 Properties, LLC had offered a bid in the amount of \$10,000.00 for the city owned property located at 807 Wise Avenue; there would be no impact to the budget; and that staff is recommending approval of a resolution accepting the offer of \$10,000.00 and authorizing the sale of the Property through the upset bid procedure and direct the city clerk to publish a public notice of the proposed sale according to state statutes.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 7, 2023, City Council Consent Agenda for approval. Committee Member Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Jones

Absent (1): Committee Member Holmes

2023-356 Consideration of a Resolution Authorizing the Sale of Retired K-9 Bruno

City Council is requested to adopt a resolution to retire Police K-9 Bruno and declare as surplus property to allow him to be purchased by Officer Karl Wolf who will assume all responsibility and liability.

Travis Stroud, Police Chief reported that the High Point Police Department (HPPD) purchased Canine Bruno in August 2006 for \$12,000; explained the purpose and services that Bruno provided; at his age, transferring him to a new handler to continue his work life would be difficult and the department wishes him to retire; Officer Karl Wolf had agreed to purchase retired K-9 Bruno from the city in the amount \$1.00 and assume all liability and responsibility for the animal's care for the remainder of his life; and that staff is recommending to approve a resolution for K-9 Bruno to be declared surplus property and to authorize the purchase of K-9 Bruno by Officer Karl Wolf in the amount of \$1.00.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 7, 2023, City Council Consent Agenda for approval. Committee Member Peters made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Jones

Absent (1): Committee Member Holmes

2023-357 Consideration of the Purchase of Motorola Portable Radios from Motorola Solutions, Inc. in the amount of \$444,353.

City Council is requested to approve the purchase of Motorola Portable Radios from Motorola Solutions, Inc. in the amount of \$444,353 and authorize the appropriate City Official(s) to execute all necessary documents.

Adam Ward, I.T. Services Assistant Director reported that this request was to purchase 70 portable radios and supporting materials to replace older equipment used by the police department; said that, if possible, any units replaced would be evaluated and cannibalized for parts; funds would be used from the FY 23-24 budget; and that staff is recommending approval to purchase said radios from Motorola Solutions, Inc. in the amount of \$444,353.00 and to authorize the appropriate party to execute all necessary documents.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 7, 2023, City Council Consent Agenda for approval. Committee Member Peters made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Jones

Absent (1): Committee Member Holmes

2023-358 Consideration of a Contract with SHI, Inc. in the amount of \$210,976.67

City Council is requested to approve a contract to SHI, Inc. in the amount of \$210,976.67 for the annual renewal of licensing for Checkpoint firewall appliances and authorize the appropriate City Official(s) to execute all necessary documents.

Adam Ward, I.T. Services Assistant Director reported that this request was to approve a contract to SHI, Inc. for the annual renewal of licensing for Checkpoint firewall appliances; provided a brief background regarding the city's information systems; funds would come out of the FY 2023-24 budget; and that staff is recommending approval of a contract to SHI, Inc. in the amount of \$210,976.67 and that the appropriate city official be authorized to execute all necessary documents.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 7, 2023, City Council Consent Agenda for approval. Committee Member Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Jones

Absent (1): Committee Member Holmes

2023-359 Consideration of a Contract to Baker Underground in the amount of \$2,991,540

City Council is requested to award a contract to Baker Underground in the amount of \$2,991,540 for the Washington Street Realignment Project and authorize the appropriate City Official(s) to execute all necessary documents.

Trevor Spencer, Engineering Services Director reported that this request was for the Washington Street Realignment Project (Project); explained the purpose and the process for said Project; bids were received on July 12, 2023; the Project would be completed in 240 calendar days; funding is available in the budget; and that staff is recommending approval of the contract and that the appropriate city official be authorized to execute all necessary documents be awarded to Baker Underground, Inc. in the amount of \$2,991,540.00.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 7, 2023, City Council Consent Agenda for approval. Committee Member Peters made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Jones

Absent (1): Committee Member Holmes

2023-360 Consideration of a Contract to Wesco, Inc. in the amount of \$174,504

City Council is requested to award a contract to Wesco, Inc in the amount of \$174,504 for the procurement of Large Commercial/Industrial Voltage (120/208V) Transformers (225kVa) and authorize the appropriate City Official(s) to execute all necessary documents.

Tyler Berrier, Electric Utilities Director reported that this request was for the purchase of transformers that would be 'warehouse stock items', and were not associated with a specific project; six transformers were encumbered under this bid; funds are available in the budget; and that staff is recommending approval to purchase the transformers and award the contract to Wesco, Inc. in the amount of \$174,504.00.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 7, 2023, City Council Consent Agenda for approval. Committee Member Peters made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Jones

Absent (1): Committee Member Holmes

2023-366 Consideration of Items Relating to the Construction of Homes for the Cedrow Affordable Housing Project

City Council is requested to approve a contract with Community Housing Solutions in the amount of \$212,294, approve the Resolution of Conveyance, and authorize the appropriate City Official(s) to execute all necessary documents.

Nena Wilson, Community Development Director reported this request was to approve contract with Community Housing Solutions (CHS) to construct three affordable homes in the Cedrow Affordable Housing Project; the said homes would be located at 508, 510, and 512 Rolling Green Drive; provided a brief history regarding CHS and the city since 2015; the funding source would be federal HOME funds and that there were sufficient funds in the budget; and that staff is recommending approval of said contract in the amount of \$212,294.00, the resolution of conveyance, and that the appropriate city official be authorized to execute all necessary documents.

Committee Member Jones moved to forward this matter to the City Council with a favorable recommendation and place it on the August 7, 2023, City Council Consent Agenda for approval. Chairman Moore made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Jones

Absent (1): Committee Member Holmes

2023-271 Consideration of Items Relating to the Construction of Two Affordable Homes in the Southside Community

City Council is requested to approve a contract with Habitat for Humanity of High Point, Archdale & Trinity in the amount of \$91,000 to construct affordable homes in the South Side Community, approve a resolution of conveyance, and authorize the appropriate City Official(s) to execute all necessary documents.

Nena Wilson, Community Development Director reported that this request was to continue infill housing development efforts in the Core-City; there was a proposed contract, in the amount of \$91,000.00, with Habitat for Humanity of High Point, Archdale and Trinity (Habitat) to construct two affordable homes in the southside community, 705 and 707 Tryon Avenue; the funds would represent the city's contribution for the construction and occupational training component for said units; construction would begin late summer; the funding source would be federal HOME funds and that there would be sufficient funds in the budget; and that staff is recommending approval for a contract with Habitat in the amount of \$91,000.00 and to authorize the appropriate city official(s) to execute all necessary documents.

Chairman Moore voiced appreciation for staff's efforts regarding affordable housing.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 7, 2023, City Council Consent Agenda for approval. Committee Member Peters made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Jones

Absent (1): Committee Member Holmes

ADJOURNMENT

The meeting was adjourned at 4:46 p.m.

Respectfully Submitted,

Britt W. Moore, Chairman
Finance Committee

Attest:

Mary S. Brooks, CMC
Deputy City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Resolution Approving an Interlocal Agreement with Guilford County for American Rescue Plan Act (ARPA) Funds	
FROM: Stephen M. Hawryluk Budget & Performance Director	MEETING DATE: August 21, 2023
PUBLIC HEARING: No	ADVERTISED DATE/BY:
ATTACHMENTS: Resolution	

PURPOSE: Resolution approving an interlocal agreement with Guilford County for American Rescue Plan Act (ARPA) Funds.

BACKGROUND: In September 2022, the Guilford County Board of County Commissioners approved the allocation of \$5,500,000 in American Rescue Plan Act (ARPA) funds to the City of High Point for three community projects: D-UP, Inc. (\$3,000,000), the YMCA of High Point (\$500,000), and the Hayden-Harman Foundation (\$2,000,000). These funds would pass-through the City of High Point and the City will manage and oversee the implementation of the projects.

\$3,000,00 will be allocated to the D-UP, Inc. Washington Street Enhancement Project, \$2,000,000 will be allocated to the Hayden-Harman Foundation for “The Bridge” project, and \$500,000 will be allocated to the YMCA of High Point for the Out of School Time (OST), Social and Emotional Learning (SEL), and Enrichment/Physical Activity Program.

BUDGET IMPACT: These are pass-through funds from Guilford County via the American Rescue Plan Act (ARPA). There is no local budget impact.

RECOMMENDATION/ACTION REQUESTED: Staff recommends and asks City Council to approve a resolution of an interlocal agreement with Guilford County for American Rescue Plan Act (ARPA) funds and authorize the appropriate City Official(s) to execute all necessary documents.



**RESOLUTION APPROVING
INTERLOCAL AGREEMENT WITH GUILFORD COUNTY**

WHEREAS, the North Carolina General Statutes Chapter 160A, Article 20 provides that units of local government may enter into contracts or agreements with each other in order to execute any undertaking, and the contracts and agreements shall be of reasonable duration and ratified by resolution of the governing board of each unity spread upon its minutes; and

WHEREAS, the City of High Point and Guilford County are units of local government in North Carolina (collectively the "Parties"); and

WHEREAS, the Parties desire to enter into an interlocal agreement for Guilford County to provide \$5.5 million of American Rescue Plan Act funds to the City of High Point, to be passed through to three non-profit organizations, for community support and workforce development projects; and

WHEREAS, the City Council of the City of High Point finds that it is in the best interest of the public safety and welfare of its citizens to enter into this interlocal agreement.

NOW THEREFORE, BE IT RESOLVED that the High Point City Council hereby approves the authorization of this interlocal agreement between the City of High Point and Guildford County.

Adopted this the 21st day of August, 2023.

Jay W. Wagner, Mayor

ATTEST:

Sandra Keeney
City Clerk

GUILFORD COUNTY CONTRACT NO. 90005596

American Rescue Plan Act of 2021
Coronavirus State and Local Fiscal Recovery Funds
Agreement
Between
Guilford County, North Carolina
and
City of High Point

Article I. Overview.

Section 1.1. Parties. The parties to this agreement (“Agreement”) are Guilford County, North Carolina, a body politic and political subdivision of the State of North Carolina (“Guilford County”) and City of High Point, a North Carolina municipal corporation (“Awardee”).

Section 1.2. Definitions. The definitions in 2 CFR 200.1 are hereby incorporated into this Agreement.

Section 1.3. Source of Funding. This Agreement is funded by a portion of the \$104,339,752.00 allocated to Guilford County by the Coronavirus State Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act of 2021 (“ARPA/CSLFRF”). More specifically, this project has been identified as Treasury Expenditure Category 6.1 Provision of Government Services.

Section 1.4. Purpose. The purpose of this Agreement is to establish the terms and conditions for an award allocated to the Awardee from Guilford County.

Section 1.5. Term. This Agreement shall govern the performance of the parties for the period January 1, 2023 (“Effective Date”) through December 31, 2026 (“Expiration Date”), unless earlier terminated by either party in accordance with the terms of this Agreement (“Agreement Term”).

Section 1.6. Guilford County’s Obligations Contingent on Awardee Agreements with Project Partners and Legal Compliance. The payment of funds to Awardee under the terms of this Agreement shall be contingent on the execution of three separate sub-awardee agreements: (1) an agreement between the City of High Point and the Hayden-Harman Foundation; (2) an agreement between the City of High Point and D-UP, INC.; and (3) and an agreement between the City of High Point and The Young Men’s Christian Association of High Point, Inc (“YMCA of High Point”). These agreements must outline the relationship between the City of High Point and the non-profit organization and the process for implementation of the community projects outlined in Exhibit B of this agreement. If any of these three agreements between the City of High Point and non-profit organizations is terminated, Guilford County may terminate this Agreement.

(a) Administration Requirements of Sub-Awardee Agreements. No agreement or program which is the subject of a sub-awardee agreement shall be managed or directed by a Guilford County employee or public official. For purposes of this section an employee of Guilford County shall be defined as a person employed for wages A public official means an

individual who is elected or appointed to serve or represent Guilford County. Awardee and sub-awardee(s) shall guarantee no Guilford County public official is involved in the making of a sub-awardee agreement. The making of an agreement includes but is not limited to the development of specifications, terms, or the preparation of the agreement. No Guilford County employee or public official may be involved in administering a sub-awardee agreement. No Guilford County employee or public official may derive a direct benefit from an award agreement or sub-awardee agreement. A public official or employee derives a direct benefit from an agreement if the person or a person's spouse: (i) has more than ten percent (10%) ownership or other interest in an entity that is a party to the agreement; (ii) derives any income or commission directly from the award agreement; or (iii) acquires property under the award agreement. Failure to adhere to the requirements of this section may result in immediate termination of this Agreement.

All sub-awardee agreements shall contain the requirements set forth in paragraph 1.6 (a). Failure to include requirements set forth in paragraph 1.6(a) in a sub-awardee agreement may result in immediate termination of this Agreement and recapture of funds pursuant to the terms of this Agreement.

All sub-awardee agreements shall be reviewed and approved by Guilford County prior to execution and award of funds, which approval shall not be unreasonably withheld.

Article II. Scope of Funded Activities.

Section 2.1. Scope of Services. Awardee shall perform all activities described in the scope of activities, attached hereto as Exhibit B ("Approved Activities").

Section 2.2. Budget. Awardee shall perform the Approved Activities in accordance with the program budget as approved by Guilford County and attached hereto as Exhibit C ("Approved Budget").

Section 2.3. Prior Approval for Changes. Awardee may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of Guilford County; nor shall Awardee make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget without the prior written approval of Guilford County.

2.4 Means Testing. Awardee will require that any programs funded by this Agreement comply with any means requirements required under North Carolina law. Any sub-awardee agreements that Awardee enters into under this Agreement shall identify any means requirements applicable to the program(s) provided thereunder and require that the sub-awardee enforce and comply with those requirements.

Article III. Compensation.

Section. 3.1. Payment of Funds. Guilford County agrees to reimburse Awardee for costs actually incurred and paid by Awardee in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in an amount not to exceed \$5.5 million ("Total

Agreement Funds”). The amount of Total Agreement Funds, however, is subject to adjustment by Guilford County if a change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Program funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement.

Section. 3.2. Invoices. As full compensation for the Awardee’s delivery of the goods and/or services, and subject to the terms of this Agreement, the County agrees to pay the amounts for the services as set out herein and in Exhibit B, which is attached hereto and incorporated herein by reference. Payment will be made by the County to Awardee within thirty (30) days of receipt of a correct invoice and proper documentation that services have been delivered and provided in accordance with the Agreement. Guilford County may disapprove the requested reimbursement claim for cause. If the reimbursement claim is disapproved, Guilford County shall notify Awardee as to the disapproval. Nothing contained herein is to be construed as a prohibition on Awardee from resubmitting the reimbursement claim for consideration by the County with satisfactory documentation for reconsideration. A decision by Guilford County to disapprove a reimbursement claim is final. There is no appeal process for Awardee. If Guilford County approves payment, then Guilford County will disburse the funds without further notice.

Section. 3.3. Guilford County’s Obligations Contingent on Federal Funding and Awardee Compliance. The payment of funds to Awardee under the terms of this Agreement shall be contingent on the receipt and continued availability of such funds by Guilford County from the ARPA/CSLFRF and shall be subject to Awardee’s continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that Guilford County receives from the ARPA/CSLFRF is reduced, or the amount of such funds that Guilford County has remaining is insufficient, Guilford County may reduce the amount of funds awarded under this Agreement or terminate this Agreement. Guilford County also may deny payment for Awardee’s expenditures for Approved Activities where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Awardee to comply with the terms and conditions of this Agreement. Guilford County shall have no obligation to pay Awardee any amount in connection with this Agreement except from ARPA/CSLFRF funds.

Article IV. Financial Accountability and Grant Administration.

Section. 4.1. Financial Management. Awardee shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement. Awardee must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including those sections of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, that apply to ARPA CSLFRF Revenue Replacement Funds. See ARPA/CSLFRF Assistance Listing (21.027); U.S. Department of Treasury CSLFRF Final Rule Frequently Asked Questions 13.15; and Section 5.3 of this agreement. Awardee shall adopt such additional financial management procedures as may from time-to-time be prescribed by Guilford County and/or required by applicable federal or state laws or regulations, or guidelines from U.S. Department of Treasury.

Awardee shall maintain detailed, itemized documentation and other necessary records of all expenses incurred pursuant to this Agreement.

Section. 4.2. Limitations on Expenditures. Guilford County shall only reimburse Awardee for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with the established Guilford County and Awardee procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. Guilford County may not reimburse or otherwise compensate Awardee for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.

Section. 4.3. Indirect Cost Rate. The indirect cost rate, if any, indicated in Exhibit C (Approved Budget) shall apply to this Agreement.

Section. 4.4. Financial and Other Reports. Awardee shall submit to Guilford County such reports and back-up data as may be required by the Federal Government or Guilford County, including such reports which enable Guilford County to submit its own reports to the U.S. Department of Treasury, in accordance with the following schedule, which may be amended from time to time:

<u>REPORT</u>	<u>DEADLINE</u>
Project and Expenditure Reports (Quarterly)	January 31, 2024, 2025, 2026, 2027
	April 30, 2024, 2025, 2026
	July 31, 2024, 2025, 2026
	October 31, 2023, 2024, 2025, 2026
Recovery Plan (Annually)	July 31, 2024
	July 31, 2025
	July 31, 2026

This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Awardee is required to submit to Guilford County following the expiration or termination of this Agreement.

Section. 4.5. Improper Payments. Any item of expenditure by Awardee under the terms of this Agreement which is found by auditors, investigators, or other authorized representatives of Guilford County, the US Department of Treasury, the NC Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Awardee, shall become Awardee's liability, and shall be paid solely by Awardee, or, if already expended, repaid as directed to Guilford County or the US Department of Treasury, immediately upon notification of such, from funds other than those provided by Guilford County under this Agreement or any other agreements between Guilford County and Awardee. This provision shall survive the expiration or termination of this Agreement.

Section. 4.6. Audits and Access to Records. Awardee certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and continued compliance with these provisions during the term of this section. If Awardee is not required to have a Single Audit as defined by 200.501, US Department of Treasury requirements, or the Single Audit Act, then Awardee shall have a financial audit performed yearly by an independent Certified Public Accountant. Awardee shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to the Agreement upon request. Awardee certifies that it will provide Guilford County with notice of any adverse findings which impact this Agreement. This obligation extends for one year beyond the expiration or termination of this Agreement.

Section. 4.7. Closeout. Final payment request(s) under this Agreement must be received by Guilford County no later than thirty (30) days after the earlier of the Expiration Date or the last day of the Agreement Term. Guilford County will not accept a payment request submitted after this date without prior authorization from Guilford County. In consideration of the execution of this Agreement by Guilford County, Awardee agrees that acceptance of final payment from Guilford County will constitute an agreement by Awardee to release and forever discharge Guilford County, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Awardee has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Awardee's obligations to Guilford County under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Guilford County. Such requirements shall include submitting final reports to Guilford County and providing any closeout-related information requested by Guilford County by the deadlines specified by Guilford County. This provision shall survive the expiration or termination of this Agreement. By law, Guilford County must expend all ARPA/CSLFRF funds by December 31, 2026. Accordingly, and without extending any earlier deadlines contained in this Section or in this Agreement, Guilford County shall have no obligation to make any payment not made on or before December 31, 2026, and no liability for not making any such payment, regardless of cause.

Article V. Compliance with Grant Agreement and Applicable Laws.

Section. 5.1. General Compliance. Awardee shall perform all Approved Activities (as described in Exhibit B) funded by this Agreement in accordance with this Agreement, the award agreement between Guilford County and the US Department of Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from Awardee's current policies and practices. Guilford County may assist Awardee in complying with all applicable requirements. However, Awardee remains responsible for ensuring its compliance with all applicable requirements.

Section. 5.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARPA/CSLFRF grant, including, but not limited to, the following:

Authorizing Statute. Section 603 of the *Social Security Act* (42 U.S.C. 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2).

Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARPA/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

This Agreement is also subject to all applicable laws of the State of North Carolina.

Section. 5.3. Federal Grant Administration Requirements. Without limiting the forgoing, Awardee shall comply with those sections of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 (UG), as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARPA/CSLFRF (21.027), that apply to ARPA CSLFRF Revenue Replacement Funds. See US Department of Treasury CSLFRF Final Rule Frequently Asked Questions 13.15. These requirements dictate how Awardee must administer the award and how Guilford County must oversee Awardee.

Applicable UG provisions include:

Subpart A, Acronyms and Definitions

Subpart B, General provisions

Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 CFR 200.204, .205, .210, and .213)

Subpart D, Post Federal; Award Requirements (except 2 CFR 200.301, .304-.327, .330-.333, and .339-345)

Subpart E, Cost Principles (except 2 CFR 200.400(d), (f), and (g), .401-.402, .403(b), (e), and (f), .404(a)-(d), and .405-.476)

Subpart F, Audit Requirements

2 CFR Part 25 (Universal Identifier & System for Award Management)

2 CFR Part 170 (Reporting Subaward and Executive Compensation Information)

2 CFR Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement))

2 CFR Part 200, Appendix XII (Recipient Integrity and Performance Matters)

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

Awardee shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. Guilford County may provide sample policies or other assistance to Awardee in meeting these compliance requirements. Regardless of Guilford County's assistance, it is the Awardee's responsibility to properly comply with all UG requirements as described above. Failure to do so may result in termination of the Agreement by Guilford County.

Section. 5.4. Federal Restrictions on Lobbying. Awardee shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, Awardee may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Awardee shall certify in writing that Awardee has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit D (Lobbying Certifications).

Section. 5.5. Equal Opportunity & Other Requirements. Awardee shall comply with the requirements in this section.

Civil Rights Laws. Awardee shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws. Awardee shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections. Awardee shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination. Awardee shall comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act. Awardee shall comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Section. 5.6. Federal Funding Accountability and Transparency Act of 2006. Awardee shall provide Guilford County with all information requested by Guilford County to enable Guilford County to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101 note). (See 2 CFR Part 170, Reporting Subaward and Executive Compensation Information.)

Section. 5.7. Licenses, Certifications, Permits, Accreditation. Awardee shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Guilford County proof of any licensure, certification, permit or accreditation upon request.

Section. 5.8. Publications. Any publications produced with funds from this Agreement shall display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2097 awarded to Guilford County, North Carolina by the U.S. Department of the Treasury.”

Section 5.9. Program for Enhancement of Contractor Employee Protections. Awardee is hereby notified that they are required to: inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Section 5.10. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 CFR 200.216, Awardee shall not obligate or expend funds received under this award to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Section 5.11. Use of Name. Neither party to this Agreement shall use the other party’s name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Section 5.12. Statement of Assurances. Awardee certifies compliance with SF 424B (Statement of Assurances – Non-Construction) and SF424D (Statement of Assurances – Construction).

Section 5.13. Stevens Amendments Requirements. Awardee shall identify that federal assistance funds were used to fund Approved Activities under this Agreement in any publicity and /or signage relating to the funded project or program.

Section. 5.14. Increasing Seat Belt Use. Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), Awardee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles.

Section 5.15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Awardee should encourage its employees, Awardees, and contractors to adopt and enforce policies that ban text messaging while driving, and Awardee should establish workplace safety policies to decrease accidents caused by distracted drivers.

Article VI. Cooperation in Monitoring and Evaluation.

Section. 6.1. Guilford County Responsibilities. Guilford County shall monitor, evaluate, and provide guidance and direction to Awardee in the conduct of Approved Activities performed under this Agreement. Guilford County must determine whether Awardee has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and may monitor the activities of Awardee to ensure that Awardee has met such requirements. Guilford County may require Awardee to take corrective action if deficiencies are found.

Section. 6.2. Awardee Responsibilities.

- (a) **Cooperation with Guilford County Oversight.** Awardee shall permit Guilford County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and Awardee agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
- (b) **Cooperation with Audits.** Awardee shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of Guilford County, the North Carolina State Auditor, the US Department of Treasury, and the US Government Accountability Office. Awardee agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

Section 6.3. Interventions. If Guilford County determines that Awardee is not in compliance with this Agreement, Guilford County may initiate an intervention. The degree of Awardee's performance or compliance deficiency will determine the degree of intervention.

If Guilford County determines that an intervention is warranted, it shall provide written notice to Awardee of the intervention, ordinarily within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after Guilford County otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. This ordinary time frame shall not limit or prevent Guilford County from acting outside of it. The written notice shall notify Awardee of the following related to the intervention:

- (1) The nature of the additional requirements;

- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of Guilford County. Guilford County is not limited to the forgoing actions or sequences and may at any time take any lawful actions or remedies.

Section 6.4. Records Retention and Access. Awardee shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Awardee shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Guilford County, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office, to the extent permitted by law.

Section 6.5. Key Personnel. Awardee shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Awardee shall notify Guilford County of any changes to these personnel within thirty (30) days of the change. Key personnel names, titles, and contact information are listed in Exhibit F (Key Personnel).

Article VII. Breach and Termination.

Section. 7.1. Termination for Cause. Guilford County may terminate this Agreement for cause after three (3) days written notice. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement and shall be determined in Guilford County's sole discretion.

Section. 7.2. Termination by Mutual Agreement. Guilford County and Awardee may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

Section. 7.3. Termination Procedures. If this Agreement is terminated, Awardee may not incur new obligations for the terminated portion of the Agreement after Awardee has received the notification of termination. Awardee must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Awardee shall not be relieved of liability to Guilford County because of any breach of Agreement by Awardee. Guilford County may withhold payments to Awardee for the purpose of set-off until the exact amount of damages due Guilford County from Awardee is determined.

Section 7.4. Breach. Without limiting Guilford County's rights to terminate this Agreement, if, through any cause, Awardee shall fail to fulfill its obligations under this Agreement in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued without cure for a period of more than ten (10) days after Guilford County has notified Awardee of such breach, Guilford County shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, in the event of breach, Guilford County may: Withhold any payment due Awardee for the purpose of setoff until such time as the exact amount of damages due Guilford County from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to Awardee) and/or procure the contracted for services or goods from other sources and hold Awardee responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by Awardee shall constitute an act of breach under this Agreement. This section shall not limit any other rights or remedies provided to Guilford County under this Agreement or available to Guilford County under applicable law.

Article VIII. General Conditions.

Section. 8.1. Indemnification. To the extent permitted by law, Awardee agrees to indemnify and hold harmless Guilford County, and any of its officers, agents and employees, and the Federal Government from any claims of third parties arising out of any act or omission of Awardee in connection with the performance of this Agreement (including, without limitation, attorney's fees and other costs of defense with respect to such claims).

Section. 8.2. Insurance. Awardee must maintain insurance policies with at least the following limits:

<u>Coverage</u>	<u>Minimum Limits</u>
a) Workers' Compensation	\$500,000 bodily injury per each accident, \$500,000 bodily injury per disease per employee, \$500,000 bodily injury per disease policy limit
b) General Liability	\$1,000,000 per occurrence/\$3,000,000 aggregate
c) Automobile Liability	\$2,000,000 per occurrence

Guilford County may require higher limits if warranted by the nature of this Agreement and the type of activities to be provided. The insurer must provide Guilford County with a Certificate of Insurance reflecting the coverages required in this Section. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, Awardee must provide Guilford County prompt written notice of cancellation, reduction, or material modification of coverage of insurance. Without limiting any liability it may otherwise have, if Awardee fails to provide such notice, the Awardee assumes sole responsibility for all losses incurred by Guilford County for which insurance would have provided coverage. The insurance policies must remain in effect during the term of this Agreement.

Awardee shall name Guilford County as an additional insured except as to workers compensation insurance and it is required that coverage be placed with an “A” rated insurance company acceptable to Guilford County. If Awardee fails at any time to maintain and keep in force the required insurance, Guilford County may cancel and terminate the Agreement without notice.

Subject to Guilford County’s approval, which shall not be unreasonably withheld, as an alternative to the above-listed insurance requirements of this section, Awardee may maintain a self-funded insurance program that meets or exceeds these requirements. If this alternative is used, Awardee will provide satisfactory documentation of its self-funded insurance program to Guilford County upon request.

Section. 8.3. Venue and Jurisdiction. Guilford County and Awardee agree that they executed and performed this Agreement in Guilford County, North Carolina. This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Guilford County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

Section. 8.4. Nonwaiver. No action or failure to act by Guilford County constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Section. 8.5. Limitation of Guilford County Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair Guilford County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section. 8.6. Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

Section. 8.7. Assignment. Awardee may not assign or delegate any of its rights or duties that arise out of this Agreement without Guilford County’s prior written consent. Unless Guilford County otherwise agrees in writing, Awardee and all assigns are subject to all Guilford County’s defenses and are liable for all Awardee’s duties that arise from this Agreement and all Guilford County’s claims that arise from this Agreement.

Section. 8.8. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

Section. 8.9. Notices. All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

(a) If to Guilford County:
Guilford County Government
Michael Halford
ATTN: Pandemic Recovery Office
301 W. Market St.
Greensboro, NC 27401

(b) If to the Awardee:
City of High Point
Tasha Logan Ford
211 S Hamilton St.
High Point, NC 27260
tloganford@highpointnc.gov

Section 8.10. No Third-Party Beneficiaries/No Waiver of Immunity.

Awardee and Guilford County acknowledge and agree that there are no intended beneficiaries of this Agreement other than Awardee and Guilford County and that this Agreement does not, and shall not be interpreted to, create rights in any other parties (other than the rights on the part of other governmental units, such as the US Department of Treasury, that are explicitly set forth herein or required by law). Awardee and Guilford County further acknowledge and agree that they reserve all rights, defenses, and immunities that they may have with respect to claims by third-parties that relate in any way to this Agreement or to any act or omission with respect to goods or services related in any way to this Agreement.

Section 8.11. Independent Contractor.

Awardee shall act as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Guilford County and either Awardee or any agent of Awardee. Awardee is an independent contractor and not an employee, agent, joint venturer, or partner of Guilford County.

Section 8.12 Interlocal Agreement.

In accordance with N.C.G.S. Chapter 160A, Art. 20, Part 1, in addition to its execution, this Agreement's effectiveness requires approval by Awardee's and Guilford County's governing boards. Awardee shall employ or contract for the services of all personnel needed to carry out the Approved Activities. Unless provided to the contrary by more specific provision elsewhere in this Agreement, Guilford County's reimbursements to Awardee under this Agreement shall not cause Guilford County to acquire ownership in any property acquired by Awardee with the reimbursed funds and ownership of such property shall remain with Awardee.

GUILFORD COUNTY

Michael Halford	Date
Guilford County Manager	

Robin B. Keller
Guilford County Clerk to Board

CITY OF HIGH POINT

Tasha Logan Ford
City Manager
City of High Point

Sandra Keeney
City Clerk
City of High Point

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Don Warn _____ Date _____
 Guilford County Finance Director

Assistant County Manager Date

Department Director/Designee
Date

Exhibit A: Intentionally Omitted

Exhibit B: Approved Activities

Background

On August 18, 2022, Mayor Jay Wagner of the City of High Point sent a letter of support to the Guilford County Board of County Commissioners (“BOCC”) for three community projects (1) The Bridge (Hayden-Harman Foundation), (2) Washington Street Enhancement Project (D-UP, INC.), and (3) Out of School Time (“OST”), Social and Emotional Learning (“SEL”), and Enrichment/Physical Activity Program (YMCA of High Point), with a total request of \$5.5M to be supported with Guilford County SLFRF funds.

On September 15, 2022, the Guilford County BOCC heard presentations about the requests from each of the three community partners and made an allocation of \$5.5M as municipal funding to the City of High Point to support these three projects.

Purpose

The City of High Point will manage and oversee the implementation of these three community projects which are outlined below. The City of High Point will develop agreements with each of the three community partners leading these projects. These agreements should detail the specific scope of work of the projects, project budgets, and project performance measures and should comply with all provisions of this agreement between the County and the City of High Point. These approved activities are contingent upon awardee executing agreements with each of the above listed non-profit organizations, as written in section 1.6.

1. The Bridge (Hayden-Harman Foundation)

Of the total \$5.5 million covered by this agreement, \$2 million must be allocated to the Hayden-Harman Foundation for “The Bridge” project. The goal of the project is to develop a comprehensive community-based center designed to increase access to healthy foods, health services, job skill training, agribusiness development, and youth development. Partners in the project include the Hayden-Harman Foundation, Growing High Point, and Resilience High Point.

Funding Allocation

Growing High Point will facilitate the development of urban farmland, including a model farm that will increase production of available produce for sale via a mobile grocery store, farm stands, home deliveries, and local restaurants. Growing High Point will further develop their paid apprentice program to train urban farmers in craftsmanship and business, facilitating agribusiness development. Such enterprises may include the development of value-added products, processing of produce, and contracts with anchor institutions. When the project is fully developed (end of 2025), Growing High Point will have an additional 5.0 FTE added to their current staffing, included but not limited to:

- 1 FTE Farm Manager,
- 2 FTE Farm Workers,
- 1 FTE Business Development Manager,

- 1 FTE Agriculture Partner Coordinator

Additional funding will be allocated to fringe benefits, apprenticeship stipends, and potential AmeriCorps Vista positions.

Resilience High Point staff at “The Bridge” will offer opportunities for residents to access health services and to learn about healthy lifestyles through partnerships with community organizations. Provision of health services will be provided through partnerships with High Point University’s physician assistant and pharmacy programs, among others. Resilience High Point staff at “The Bridge” will facilitate and promote group activities that would be offered to the community. Yoga, Pilates, Tai Chi, and other forms of group fitness will be implemented and adapted to meet the needs of the community. Resilience High Point staff at “The Bridge” will coordinate with Open Door Ministries, Leslie’s House, and Salvation Army’s Center of Hope Family Shelter to offer these services to their clients.

Resilience High Point staff at “The Bridge” will facilitate the provision of youth-based services, through partnerships with youth-serving organizations. These services will include STEM activities, career exploration, youth employment boot camps, and social emotional learning programs.

A vital component to the success of “The Bridge” will be outreach to community members to encourage their participation in its initiatives. Resilience High Point staff at “The Bridge” will build relationships with community members through neighborhood associations, religious organizations, grassroots organizations, and civic groups. These Resilience High Point staff members will also facilitate public events to promote “The Bridge”. When fully developed, Resilience High Point will have 11.0 FTE on staff, including but not limited to:

- 1 FTE Center Director
- 1 FTE Fund Development Specialist
- 1 FTE Partner Coordinator
- 2 FTE Community Advocates
- 1 FTE Administrative Assistant
- 1 FTE Physician Assistant
- 1 FTE Supervising Physician
- 1 FTE Clinic Manager
- 1 FTE Pharmacy Technician
- 1 FTE Geriatric Pharmacy Fellow

Additional costs for Resilience High Point include fringe benefits, potential AmeriCorps Vista positions, and operation costs, including but not limited to: facility costs, utilities, marketing, insurance, telecommunications, travel, materials, and supplies.

Specific funding allocations from the Guilford County ARPA allocation to Resilience High Point and Growing High Point will be determined as the project progresses. The allocations will be used for the purposes outlined in the sections above.

Performance Measures and Goals

Identified performance measures for the project include, but are not limited to:

Performance Measures for Growing High Point	Goals of Growing High Point
Amount of produce harvested from model farm	15,000 pounds annually from the model farm
Amount of farmers and youth trained	4 farmers per year and 10 youth apprenticeships annually
Retail sales from model farm	\$50,000 annually
Number of number of jobs created for trained farmers as a result of apprentice program	25 by the end of 2026
Percentage of individuals referred/connected to the Community Clinic and other medical providers	10% of individuals served through physician assistant services
Performance Measures for Resilience High Point	Goals of Resilience High Point
Number of youth joining youth organizations	100 annually
Number of public events held promoting “The Bridge”	3 public events annually
Number of relationships built from outreach to community members (neighborhood organizations, religious organizations, grassroots organizations, and civic groups)	12 organizations annually
Number of patient visits through physician assistant services	600 annually through 2023; 4,000 annually from 2024 onward
Number of seniors assisted with Medicare enrollment	90 annually
Number of seniors assisted with comprehensive medication management	125 annually
Percentage reduction of Emergency Room visits for seniors assisted with comprehensive medication management	30% decrease
Number of community members attending group exercise classes provided through the physical therapy services	30 monthly

2. Washington Street Enhancement Project (D-UP, INC.)

Of the total \$5.5 million covered by this agreement, \$3 million must be allocated to the D-UP, INC. Washington Street Enhancement Project. The goal of this project is to revitalize historic Washington Street into a thriving and distinctive district and support the D-UP, INC. expansion goal to serve more youth and families with a message to “Restore the Hope” of the community. The project supports development of a year-round state-of-the-art STEM, gymnasium complex, and arts facility for all ages and abilities and at a central location to bring

communities and visitors together for high quality fitness, education, arts and culture, recreation, and social opportunities. The project also supports the redevelopment of the Blackbox Theater, which will be used as a gym/event space for rent. D-UP, INC.'s new facilities will bring opportunities for more job/employment opportunities, as well as retail space for small business owners.

Funding Allocation

D-UP, INC.'s Washington Street Enhancement Project will be a catalyst for the economic development and revitalization of historic Washington Street. D-UP, INC. will invest at least \$13.2M into the expansion of its current programming on Washington Street. Below is the planned breakdown of funding for the entire project:

<u>Source</u>	<u>Amount</u>
Guilford County ARPA funds	\$3,000,000
Individual Donations	\$2,700,000
Foundation Grants	\$4,500,000
Corporations	\$1,000,000
Local and State Grants	\$2,000,000
Total:	\$13,200,000

\$408,926 of ARPA funding is allocated towards engineering, design, demolition, and asbestos abatement.

I.L. Long Construction Company is the contractor for D-UP, INC. Washington Street Enhancement Project and currently there is a progress billing agreement.

Design Development Phase for STEM, GYM, and ARTS Complex - \$69,438
Construction Document Phase for STEM, GYM, and ARTS Complex - 161,288
Asbestos Abatement of 500 Washington Street High Point NC - \$40,700
Demolition of 500 Washington Street High Point NC - \$137,500

The remaining \$2,591,074 of ARPA funding (along with the funding from other sources) will be allocated towards the construction of the facility and the revitalization of the Blackbox theater.

Upon completion of construction of the facility, utilization of new facilities will not only be for students enrolled in D-UP, INC.'s Washington Street Enrichment Program but community at large including adults. STEM expansion will include a maker space, computer room, and robotics classroom. Athletics will expand with access to the indoor gym and walking track. Arts programming expands from dance and drumming to also include music and acting/theater/drama. The new facilities' dance and recreation rooms will offer access to yoga and other health-based opportunities.

Expansion will include expanding mental health support services (wellness education, etc.) to the community at-large. The addition of a warming kitchen as well as a larger food pantry in

the new complex facility will give more healthy food access to individuals experiencing food insecurity.

Performance Measures

The development of the Complex will allow the capacity of students served in the Washington Street Enrichment Program to increase from 50 to 175 students. Metrics for other facility usage will be determined after the design phase.

Pre-construction performance measures include but are not limited to design development, finalizing construction plans, and demolition and dispositions. Construction performance measures will be provided after the design phase is completed.

Data Use & Sharing

D-UP, INC. will maintain data on all programs of the Washington Street Enhancement Project. Data will be collected in the forms of storytelling, telephone calls, blog posts, social media, text message, utilizing a data collection system; case management system; and spreadsheets. ECINS Solution; the case management and referral management will allow for improved data capture, time and efficiency savings, self-service exports, electronic assessments and youth and family client journey mapping, and dedicated customer success manager (on staff).

3. OST, SEL, and Enrichment/Physical Activity Program (YMCA of High Point)

Of the total \$5.5. million covered by this agreement, \$500,000 must be allocated to the YMCA of High Point for the OST, SEL, and Enrichment/Physical Activity Program at the YMCA of High Point's Hartley and Chavis Branches. The program helps to develop youth's confidence, creates friendships and builds a sense of belonging.

The program operates daily Monday-Friday, after school during the school year and full day during summer break for kids aged 5-16. This contract will cover the program starting from January 1, 2023 through the end of the 2024 summer break. This includes school year programming for a portion of the 2022/23 school year and all of the 2023/24 school year, as well as summer programming for 2023 and 2024.

From games and sports to outdoor adventure and technology, the Program will continue to offer kids the chance to regain many of the learning losses created through extensive time out of the classroom and social isolation due to the pandemic. The Program will also continue to implement SEL in the program, that process that helps youth develop healthy identities, manage emotions, maintain supportive relationships and make responsible decisions. Activities and program curriculum will focus on the SEL capacities of academic self-efficacy, contribution, positive identity, self-management and social skills. The program will continue to offer mentorship, tutoring for homework help, methods to improve reading competency, and other learning games.

Physical/Enrichment activities include swimming, time at the splashpad, field trips, nature excursions, outdoor play, theatre & music activities, games, teambuilding, arts & crafts, archery, and sports.

Funding Allocation

\$331,000 is allocated to the personnel and fringe benefit costs for 1 FTE youth director per site, 1 Program Coordinator per site, and 1 SEL administrator to administer the program. Personnel costs also include part-time staff for the after-school portions and day camps, and a lifeguard/swim instructor to assist with physical activity programming.

Funding will also be used for the following program costs:

- \$20,000 for transportation costs, including bus leases and fuel.
- \$60,000 for equipment costs, including tables and chairs for Learning Centers & Teen Rooms, and a Basketball Court cover to allow for enrichment activities to be provided on the court.
- \$50,000 for supplies for program implementation, including arts & crafts supplies, lifejackets, sports equipment, other recreational supplies. Supplies may also include curriculum for classes, books, digital learning programs, and staff shirts.
- \$15,000 for telecommunications costs to cover access to digital Learning and Enrichment components and access to digital assessment tools.
- \$4,000 for staff training for the enrichment portion of the Program and \$20,000 for consultant/professional fees for trainers.

Program Measures

The YMCA of High Point will collect and share data with Guilford County related to this program in the following areas:

- The quantity, age and demographic information related to participants
- The pre and post SEL assessment information conducted with participants
- Weekly physical and enrichment activities

Performance Goals

- 175 youth will participate per week during the school year, and 200 youth per week in the Summer Program
- 50% of participants ages 5-16 will come from low-to-moderate income households, and 40% of participants will come from minority populations
- Utilizing Hello Insight assessment data, 65% of participants will grow in at least one SEL capacity and 50% of participants will grow in two or more SEL capacities. (SEL capacities include: academic self-efficacy, contribution, positive identity, self-management, social skills)
- Participants will complete a minimum of 3 sessions of physical and/or enrichment activities per week and report a 75% enjoyment rating of activities completed

Billing Process

This is a cost-reimbursable agreement. Invoices will be submitted to the County by the 15th day of the month following period of activity by the City of High Point. Subject to and without limiting the other terms of this Agreement, including Article III. Compensation. payment from the County to the City of High Point will be made within thirty (30) days of receipt of accurate and complete invoices including the following:

- Time period the invoice covers

- Service supported by funding
- Brief description of the project progress during the specified time period
- Proper documentation that goods and/or services have been delivered and provided in accordance with this Agreement

Exhibit C: Approved Budget

Consult Guilford County's Allowable Costs and Cost Principles Policy and the ARPA/CSLFRF Final Rule for specific directives and limitations on cost items.

<u>REVENUES</u>		Total Revenue
Guilford County Coronavirus State and Local Fiscal Recovery Funds Awarded	\$	5,500,000
<u>Budget Cost Categories</u>		Total Expenditures
1. Personnel (Salary and Wages)	\$	
2. Fringe Benefits	\$	
3. Travel	\$	
4. Equipment	\$	
5. Supplies	\$	
6. Contractual Services and Subawards	\$	5,500,000
7. Consultant (Professional Service)	\$	
8. Construction	\$	
9. Occupancy (Rent and Utilities)	\$	
10. Research and Development (R&D)	\$	
11. Telecommunications	\$	
12. Training and Education	\$	
13. Direct Administrative Costs	\$	
14. Miscellaneous Costs Advertising and public relations costs Materials and supplies costs, including costs of computing devices	\$	
15. <i>Add additional cost items as needed</i>		
16. Total Costs Federal Grant Funds	\$	5,500,000
<u>MUST EQUAL REVENUE TOTALS ABOVE</u>		

Exhibit D: Lobbying Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Awardee's Authorized Official

Name and Title of Awardee's Authorized Official

Date

Exhibit E: Intentionally Omitted

Exhibit F: Key Personnel

Guilford County INFORMATION	
Administrative Address:	301 W. Market Street, Greensboro, NC 27401
Invoice Address:	301 W. Market Street, Greensboro, NC 27401
Project Manager Name:	Amy Addington
Project Manager Title:	Pandemic Recovery Policy Analyst
Project Manager Email:	aaddington@guilfordcountync.gov
Project Manager Phone:	336-641-6983
Fiscal Officer Name:	John Barfield
Fiscal Officer Title:	Finance Deputy Director
Fiscal Officer Email:	Jbarfield@guilfordcountync.gov
Fiscal Officer Telephone:	336-641-4574
AWARDEE INFORMATION	
Administrative Address:	211 S Hamilton, High Point, NC, 27260
Invoice Address:	211 S Hamilton, High Point, NC, 27260
Project Manager Name:	Stephen Hawryluk
Project Manager Title:	Budget and Performance Director
Project Manager Email:	Stephen.Hawryluk@highpointnc.gov
Project Manager Telephone:	336-883-3296
Fiscal Officer Name:	Nancy Myers
Fiscal Officer Title:	Senior Financial Analyst
Fiscal Officer Email:	336-883-3251
Fiscal Officer Telephone:	nancy.myers@highpointnc.gov

CITY OF HIGH POINT

AGENDA ITEM

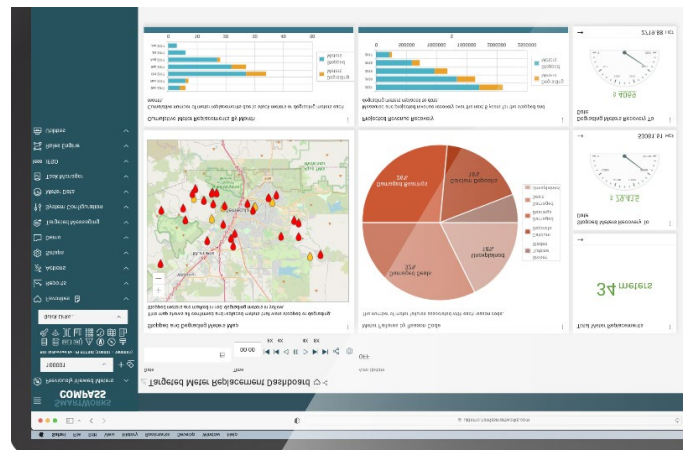
TITLE: Meter Data Management System	
FROM: Jeremy Coble – Customer Service Director	MEETING DATE: 8/21/23
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: SmartWorks SOW	

PURPOSE: The City aims to acquire a Meter Data Management System (MDMS) to leverage the data gathered through the implementation of AMI.

BACKGROUND: Presently, the city is involved in deploying Advanced Metering Infrastructure (AMI) to enhance its Electric and Water Utility services. This initiative is set to generate millions of data points on a daily basis. SmartWorks, a prominent industry leader in MDMS technology, is playing a crucial role in assisting utilities in effectively harnessing this data to enhance operational efficiency and provide an improved customer experience.

Benefits of SmartWorks MDMS:

- Real time dashboards for major utility functionality
- Leak/Continuous consumption detection for customer water utility
- Automation of move-in/out process for electric utility
- Automated disconnect/reconnect
- Transformer load analysis
- Voltage analysis
- Electric line loss
- Defined technical requirements and specifications
- Project schedule and coordination with MIV and overall, AMI project



BUDGET IMPACT: Funding is available in Electric Capital Projects Fund.

RECOMMENDATION/ACTION REQUESTED: Staff recommend the purchase and implementation of Harris Utilities (SmartWorks) Meter Data Management System (MDMS) for \$994,869.00 and annual reoccurring cost of \$103,542.00.



Statement of Work

for
SmartWorks Compass

Presented to

City of High Point, NC

Date: August 2nd, 2023
Version: 1.2

Revision Control

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1.1	Final	2023.07.21	N. Spencer	Added Leak Detection module
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1. Introduction

This Statement of Work (SOW) defines the work to be performed by the SmartWorks division of N. Harris Computer Corporation (herein referred to as “SmartWorks”) for [Customer], (herein referred to as “Customer” or “”). This SOW includes a high-level timeline and other Terms and Conditions specific to the services requested by Customer.

This document serves as the complete understanding, between Customer and SmartWorks, as to what the current Statement of Work entails. SmartWorks will use this document as a reference for the configuration and implementation of **SmartWorks Compass** (herein referred to as the “SmartWorks Software”). This document will also be used by Customer to determine if the SmartWorks Software provides the functionality requested and agreed to, per this document. If there are any issues during the project lifecycle, this document will be used to determine if the issue is a configuration/development issue or if the issue was not included as part of the current Statement of Work.

Changes to this document shall be made through a Change Management Process as described Section 4.3.

The implementation project will accomplish the following high-level objectives:

- 1) Install, configure and implement the SmartWorks Software as defined in Section 2.
 - a) The **SmartWorks Compass** solution will be installed on-premises at the **City of High Point Facility**.
- 2) Initiate within SmartWorks Software the collection and management of register and interval read and events data from AMI Meters.
- 3) Integrate with
 - a) Tantalus AMI to import register and interval reads, import meter events/alarms, and initiate remote actions
 - b) Cayenta CIS to import meter and location data and provide billing determinants
 - c) ESRI GIS for integration with base maps URL, meter to transformer and meter to feeder relationships for the purpose of Transformer Loading and Line Loss Analysis
 - d) SCADA (ACS): Import of Electric supply data
 - e) SilverBlaze for customer Portal web presentment of interval reads
- 4) Deliver system training designed to develop Customer competency with the use and configuration of the SmartWorks Software.
- 5) Provide support during User Acceptance Testing.

1.1. Glossary of Terms

Term	Definition
Acceptance Testing Period	A defined period of time to perform User Acceptance Testing on the Solution including testing in a live pre-production environment.

Term	Definition
Actual Solution Acceptance Date	Date that written acceptance by Customer is received by SmartWorks that Solution substantially meets the Functional and Integration Requirements Document, and substantially satisfies the testing criteria set forth in the Solution Acceptance Criteria.
Billing Determinant	The measure of consumption used to calculate a customer's bill. A billing determinant is either: • A register read; or • A value calculated by the MDM for billing purposes based on interval and/or register read data. If rates are blocked, seasonally differentiated, time-differentiated, or separated by demand and energy measures, then the billing determinants are organized in the same fashion.
Change Management Process	The process outlined in section 4.3 of the SOW, which SmartWorks and Customer will follow for any proposed changes to the SOW.
Deliverable	An item created during the project that requires formal review and approval by Customer.
Deliverable Acceptance Criteria	Criteria by which Customer determines that the Deliverable provided by SmartWorks is in accordance with this Statement of Work.
Deliverable Acceptance Criteria Document	A central listing of all Deliverables and Work Products developed by and maintained throughout the project.
Expected Solution Acceptance Date	The date, identified in the Detailed Project Plan, by which Customer and SmartWorks expect Solution Acceptance to be achieved.
Functional Testing	Testing of the core Solution components (configuration, interfaces, reports, and modifications) against agreed upon requirements, prior to User Acceptance Testing.
Go-Live Plan Document	A Deliverable identifying and describing the activities to be performed during the Deployment phase of the project.
Integration Testing	Testing of the end-to-end process based on business processes and scenarios against the agreed upon integration requirements.
Interval Read Data	A meter read (actual or virtual) showing the consumption over a defined period of time, demand, or interval, normally 60 minutes, 30 minutes, 15 minutes or 5 minutes. Typical units of measure include kilowatt-hours (kWh) for electric meters, Gallons/cubic foot or cubic meter for water meters.

Term	Definition
Meter Channel (physical)	Unique stream of meter read data, with corresponding UOM (Unit of Measure), measured by meters and stored under a unique Channel ID within SmartWorks Compass. Each channel can consist of consumption data (referred to as consumption channel) or a demand data (referred to as demand channel).
Meter Channel (virtual)	Unique stream of meter data, with corresponding UOM (Unit of Measure), generally calculated by and stored under a unique Channel ID within SmartWorks Compass. Each channel can consist of consumption data (referred to as consumption channel) or a demand data (referred to as demand channel).
Meter Event	An anomalous network situation or notification reported by an AMI meter; for example, issues related to quality of supply, security failures, fraud, or issues with network communications. Meter events are collected and reported by Customer's AMI system as part of the routine meter interrogation cycle.
Post Implementation Grace Period	Time period after Actual Solution Acceptance Date during which SmartWorks Software is operating as Customer's primary operating system with respect to functionality contained herein.
Register Read Data	A value provided by the meter that is shown on the meter's faceplate, and hence can be validated by the customer by visual inspection of the meter. This can include: - Cumulative Consumption Register Read – total measured consumption since the meter was manufactured or refurbished (typical units of measure include kilowatt-hours (kWh) for electric meters and Gallons/ cubic foot or cubic meter for water meters.) - Time of Use Consumption Register (total consumption during a specific time of use window)
Solution	The set of related software programs and services to be implemented according to this Statement of Work.
Solution Acceptance	Customer determination by written acknowledgement that the Solution provided by SmartWorks performs in accordance with the Functional and Integration Requirements documents developed for this Statement of Work.
Standard Project Plan	A baseline plan created by SmartWorks in collaboration with Customer during the Initiation and Build phase of the project. The plan establishes the implementation timeline (including certain milestones) for the project.
Third-Party Vendor	Any vendor or organization that is not part of SmartWorks or Customer
Unit Testing	Ad hoc testing of individual Solution components to validate that each component meets the specifications set forth during the project.

Term	Definition
User Acceptance Testing	Testing to validate that Solution behaves per agreed upon requirements as defined in the Functional and Integration Requirements Document based on the test cases and selected scenarios.
Work Product	An item created during the engagement that is reviewed by Customer but does not require formal approval.

1.2. Roles and Responsibilities

The activities to be carried out are detailed in each section of this SOW. The table below defines the associated roles and responsibilities at a high level. References to the corresponding sections of the SOW are included when a more detailed description is required.

Task	Responsible Party
Define scope of work with CIS Vendor under a separate agreement. Note: This includes development of the integrations listed in this SOW as well as integration with the AMI head end system for meter provisioning	Project Manager (Customer)
Establish detailed Project Plan	Project Managers (SmartWorks/Customer)
Ensure resources are available to carry out tasks defined in section 5.6 Customer Resource Involvement	Project Manager (Customer)
Engage in tasks defined in section 5.6 Customer Resource Involvement	Project Core Team (Customer)
Ensure resources are available to perform work as defined in SOW	Project Manager (SmartWorks)
Ensure assistance and cooperation by Third-Party Vendors (including AMI, CIS and GIS)	Project Manager (Customer)
Participate in weekly project calls	Entire Project Team (SmartWorks/Customer)
Confirm User Authentication method and assist with configuration. Note: User/password authentication can be performed by an external Identity Provider (IdP) such as the cloud based Microsoft Azure Active Directory via SAML (Security Assertion Markup Language) single-sign-on protocol or via an on-premise LDAP (Lightweight Directory Access Protocol) server such as Microsoft Active Directory. The three options are: • Approach 1: Framework manages authentication, role membership and access. • Approach 2: IdP manages authentication only. • Approach 3: IdP manages authentication and role membership.	IT (Customer)

Task	Responsible Party
Ensure secure access to 3 rd Party Software.	IT (Customer)
Provide remote access to SmartWorks resources to configure and support the software. Options include Checkpoint VPN and Citrix Workspaces.	IT (Customer)
Perform initial install in Customer's Hosting Facility (Prod and Test)	Infrastructure specialist (SmartWorks)
Install Software Modules as per section 2 SmartWorks Compass Implementation Scope	Consultants (SmartWorks)
Provide deliverables as defined in section 2.7 Project Deliverables and Work Products	Consultants (SmartWorks)
Provide AMI infrastructure and meter data	Metering (Customer via AMI vendor)
Provide input data for integration points as defined in section 3 Software Integrations	Project Team (Customer)
Install and configure integration points as defined in section 3 Software Integrations	Consultants (SmartWorks)
Perform data validation for each DataSync iterations and confirm validity of AMI data	Project Team (Customer)
Identify User Roles and User Groups	Project Team (Customer)
Perform Unit Testing	Consultants (SmartWorks)
Perform Functional and Integration Testing	Consultants (SmartWorks)
Provide user training	Consultants (SmartWorks)
Create User Acceptance Scripts	Project Team (Customer)
Perform User Acceptance Testing	Project Team (Customer)
Provide support during User Acceptance Testing	Consultants (SmartWorks)
Perform configuration updates once training has been delivered and User Acceptance Testing is completed Note: Guidance will be provided by SmartWorks until the project is deemed completed.	Project Team (Customer)

1.3. Related Documents

Related documents to the SOW are:

- 1) Software License Agreement
- 2) Software Implementation Services Agreement
- 3) Support and Maintenance Agreement

2. SmartWorks Compass Implementation Scope

The scope of this Statement of Work is to implement the SmartWorks Software Solution for the Customer and to train key Customer personnel on the operation of the SmartWorks Software. The Customer will procure and install their respective advanced meters and supporting network infrastructure.

2.1. Environments

SmartWorks will deploy two (2) instances of the SmartWorks Software in the Customer's Hosting Facility in the United States: one (1) Test instance and one (1) Production instance.

The intent of a test environment is to test new or existing functionality with a minimal set of data representative of the meter population prior to a production update.

The Test and Production environment specifications are shown in the Server Specification Assumptions table below. The use of the Test instance as a copy of production with a full set of data and corresponding full dataset processing is not included in the scope of work. Server specifications and associated hosting costs, if applicable, included in scope are based on these assumptions. Changes to the environments may be brought into scope using the Change Management process described in section 4.3.

Server Specification Assumptions

	Live Storage	Meter Population	Integrations	VEE
Test instance	12 months	Meter Deployment following table in Section 2.3	Integrations defined in Section 3, not real time. Real-time integrations only enabled/active as required e.g. DataSync, real-time events, remote actions	The test environment is designed to be used for functional testing with meter data refreshed by database imported on an annual basis, as needed. Regular VEE processing will not be performed. As part of this Scope of Work, SmartWorks will provide customer with up to 10 hours of consulting for On-Premise Data Refresh
Production instance	36 months	Meter Deployment following table in Section 2.3	All integrations defined in Section 3.	Enabled

2.2. Storage

The SmartWorks Software will be capable of importing, processing and storing thirty-six (36) months of data for the meters reflected in the table below. Each instance will be sized appropriately to manage this volume of data. Changes to the table below that may affect the size of the SmartWorks Hosting Facility will be made in accordance with by the terms and conditions of the Hosting Services Agreement.

An archive and purge process will be used for data older than thirty-six (36) months. Archived data will be recoverable for a period of sixty (60) months after the date of archive, after which it will be purged.

To restore a location's data that has been previously purged and archived, users must enter the Location Number or meter ID. Once the restore execution is complete, all data for the selected meter ID, or for all meters associated with the selected location, will now be available in the system again, and can be viewed in graphs, tables, or other reports. This data will remain in the system indefinitely and will be excluded from further data purge processes. Users will also be able to configure a "Data Purge Exclusion Meter List".

Changes to storage and data processing requirements including storage duration, meter counts, configuration of intervals length or number of channels impact the storage requirements submitted with our proposal. These may be brought into scope using the Change Management process described in section 4.3.

A set of test meters in the Production environment will be defined by the Customer as being eligible for testing functionality (for example, disconnect features).

2.3. Meter Configuration

The SmartWorks Software will be capable of importing, processing, and storing meter usage data based on the interval length and channels submitted with our proposal and defined below. Changes to meter counts, configuration of intervals or number of channels may be brought into scope using the Change Management process described in section 4.3.

Service	Number of Meters	Billing Determinant	Interval Length	UOM	Daily Intervals
Electric Residential	38,828	Daily Midnight Register	15 min	KWH	3,727,488
	7,766 (20%)	Daily Midnight Register	15 min	KWH_RCVD	745,536
	1942 (10%)	Daily Midnight Register	24 hr	KVAR	n/a
				KVARH	n/a
				KW (Peak)	n/a
	38,828	Daily Midnight Register	15 min	Voltage – Phase A or C	3,727,488
Electric Commercial	5,135	Daily Midnight Register	15 min	KWH	492,960
	2,054 (40%)	Daily Midnight Register	15 min	KWH_RCVD	197,184
	5,135 (20%)	Daily Midnight Register	24 hr	KVAR	n/a
				KVARH	n/a
				KW (Peak)	n/a
	5,135	Daily Midnight Register	15 min	Voltage – Phase A/B/C	492,960
	5,135	Daily Midnight Register	15 min	Current – Phase A/B/C	492,960
Water Residential	40,000	Daily Midnight Register	60 min	CCF	960,000
Water C&I	10,000	Daily Midnight Register	60 min	CCF	240,000

The number of daily raw interval reads to be stored is estimated to be: 11,076,576.

The number of daily processed interval reads (intervals validated via VEE) is estimated to be 6,363,168.

2.4. SmartWorks Compass Meter Data Types

For each meter provided in the DataSync process, there are five (5) different record types supported in Compass MDM:

- INT (Interval reads): reads processed through VEE,
- REG (Register reads): reads processed through VEE,
- VOL (Voltages),
- EVN (Meter events)
- OMD (Other Meter Data values).

The SmartWorks Compass record layout for each of these five record types is detailed in the tables below.

Raw Interval Reads

<i>Field Name</i>	<i>Field Type</i>	<i>Description</i>
Record Indicator	String (3 chars)	Must have value 'INT' for interval reads.
Meter_id	String (Not exceeding 30 characters)	Unique meter identifier. Must exactly match the unique meter identifier stored in AMI and CIS systems.
Channel_id	Integer	Channel identifier. A meter must have only one channel identifier with a given unit of measure. Data with different units of measure must each have their own channel identifier.
Read_dtm	Date/Time	Date and time of the end of the interval, in the meter's local standard time (not including daylight savings) or UTC. Preferred format is: "yyyy/mm/dd hh24:mi:ss".
Read_value	Decimal (any precision)	Numeric value representing the meter reading (either consumption or max demand, depending on the channel's Unit of Measure) for the interval.
UOM	String (not exceeding 30 characters)	Unit of measure for the reading. For example, KWH, KW, KVAR, KVA, GAL, M3, FT3

<i>Field Name</i>	<i>Field Type</i>	<i>Description</i>
Source_collector_id	String (not exceeding 30 characters)	Unique identifier of the data collection device that obtained this meter reading (optional).

Raw Register Reads

<i>Field Name</i>	<i>Field Type</i>	<i>Description</i>
Record Indicator	String (3 chars)	Must have value 'REG' for register reads.
Meter_id	String (Not exceeding 30 characters)	Unique meter identifier. Must exactly match the unique meter identifier stored in AMI and CIS systems.
Channel_id	Integer	Channel identifier. A meter must have only one channel identifier with a given unit of measure. Data with different units of measure must each have their own channel identifier.
Read_dtm	Date/Time	Date and time the meter's register was read, in the meter's local standard time (not including daylight savings). Preferred format is: "yyyy/mm/dd hh24:mi:ss".
Read_value	Decimal (any precision)	Numeric value representing the meter register reading, which should match the meter's faceplate value at that time.
UOM	String (not exceeding 30 characters)	Unit of measure for the reading. For example, KWH, KW, KVAR, KVA, GAL, M3, FT3
Source_collector_id	String (not exceeding 30 characters)	Unique identifier of the data collection device that obtained this meter reading (optional).

Voltages

<i>Field Name</i>	<i>Field Type</i>	<i>Description</i>
Record Indicator	String (3 chars)	Must have value 'VOL' for register reads.
Meter_id	String (not exceeding 30 chars)	Unique meter identifier. Must exactly match the unique meter identifier stored in AMI and CIS systems.
Read_dtm	Date/Time	Date and time associated with the voltage, in the meter's local standard time (not including daylight savings). Preferred format is: "yyyy/mm/dd hh24:mi:ss".
Phase	String (not exceeding 3 chars)	Indicator of the phase of the voltage reading (for example, A, B or C). If unknown and the meter is a single-phase meter, specify 'X'.

<i>Field Name</i>	<i>Field Type</i>	<i>Description</i>
V_current	Decimal (any precision)	Instantaneous voltage value as of the read_dtm. Can be null, if min/max/avg values are defined.
V_min	Decimal (any precision)	Minimum voltage for the time period ending at read_dtm and starting as of the previously supplied record. Can be null if v_current is supplied, and min/max/avg is not available.
V_max	Decimal (any precision)	Maximum voltage for the time period ending at read_dtm and starting as of the previously supplied record. Can be null if v_current is supplied, and min/max/avg is not available.
V_avg	Decimal (any precision)	Average voltage for the time period ending at read_dtm and starting as of the previously supplied record. Can be null if v_current is supplied, and min/max/avg is not available.
Source_collector_id	String (not exceeding 30 chars)	Unique identifier of the collector device that

Meter Events

<i>Field Name</i>	<i>Field Type</i>	<i>Description</i>
Record Indicator	String (3 chars)	Must have value 'EVN' for meter events.
Meter_id	String (not exceeding 30 chars)	Unique meter identifier. Must exactly match the unique meter identifier stored in AMI and CIS systems.
Channel_id	Int	Where applicable, indicate the channel ID associated with this event. In most cases, the event is associated at the meter-level, and not with a particular channel. In such cases, just put "1".
event_dtm	Date/Time	Date and time associated with the event, in the meter's local standard time (not including daylight savings). Preferred format is: "yyyy/mm/dd hh24:mi:ss".
Event_tp	String (not exceeding 30 chars)	Text indicating the type of event (example, 'Tamper', 'Outage', 'Leak', etc.)
Event_Comments	String (not exceeding 256 chars)	Text description of the event. If none is available, just duplicate the value in the Event Type field.

Other Meter Data

<i>Field Name</i>	<i>Field Type</i>	<i>Description</i>
Record Indicator	String (3 chars)	Must have value 'OMD' for other meter data.

<i>Field Name</i>	<i>Field Type</i>	<i>Description</i>
Meter_id	String (not exceeding 30 chars)	Unique meter identifier. Must exactly match the unique meter identifier stored in AMI and CIS systems.
Value_Type	String (not exceeding 30 chars)	Identifier of the type of other meter data – for example: "blink count, current, pressure, temperature".
value_dtm	Date/Time	Date and time associated with the data value, in the meter's local standard time (not including daylight savings). Preferred format is: "yyyy/mm/dd hh24:mi:ss".
Value_qty	Decimal	Numeric value indicating the quantity of the data value.
UOM	String (not exceeding 8 chars)	Unit of measure for the data value.
Source_collector_id	String (not exceeding 30 chars)	Unique identifier of the collector device that obtained this meter data value (optional).

2.5. SmartWorks Compass Modules

The following SmartWorks Compass Software modules will be installed and configured as part of the scope of this engagement.

SmartWorks Compass, including the following modules:

- **MeterSense MDMS**
- **KPI Dashboard**
- **Automated Move-In and Move-Out**
- **Automated Disconnect/Reconnect**
- **Transformer Loading Analysis**
- **Voltage Analysis**
- **Line Loss Analysis**
- **Leak Detection and Notification**

This section includes a description of each module as well as their corresponding Pre-requisites and Assumptions.

2.5.1.MeterSense MDM

SmartWorks will install and configure **MeterSense MDM** module.

Module Functionality includes:

- Support meter deployment

- Reports to help ensure that meters are provisioned correctly and communicating in the field
- Monitor AMI Performance
- Report on number of reads delivered compared to AMI Service Level Agreement
- Enable Meter-to-Cash
- Validation of reads, billing determinants and customer service support
- Alert via Meter Events
- Store and report on Tamperers, Leaks, error and other meter flags

2.5.1.1. Pre-Requisites & Assumptions

- Meter reads are imported from the AMI as defined in section 3.1. AMI Head End Systems.
- Meter events are imported from the AMI as defined in section 3.1 AMI Head End System.
- Meters installation/removal are synchronized with the system of record as defined in sections 3.3.1 CIS Synchronization Integration.
- After installation of **MeterSense** MDM by SmartWorks, meter reads validation routines (VEE – Validate, edit, estimate) as defined in SmartWorks User-Guide VEE will be available for configuration.
- Data will be presented in the **MeterSense** MDM reports based on the modules identified in this Statement of Work and the availability of the data described in section 3 Software Integrations.

2.5.2.KPI Dashboard

SmartWorks will install and configure the **KPI Dashboard** module. The KPI Dashboard enables the user to configure one or more dashboards to display information on Key Performance Indicators (KPIs). A KPI is a metric that is represented by a One-Dimension or Two-Dimension Visualization component:

- One-Dimension KPI Visualization includes: Numeric, Thermometer, or Speedometer
- Two-Dimension KPI Visualization includes: Area, Bar, Column, Scatter, Pie, or Table

For each KPI, a panel of information is available. This includes:

- Value of the KPI displayed as a numeric value, speedometer graphic or thermometer graphic.
- If a drilldown link was defined when the KPI was registered, clicking anywhere on the value will launch a window with the drilldown page.
- Color coded value (red/yellow/green), depending on settings.
- Max/min statistics and trend area.
- Secondary KPI value, where configured. If the secondary KPI value has been defined with a drilldown link, clicking on the value will launch a window with the drilldown page.

Information on a KPI can be shared via email on a scheduled basis or threshold-driven exception basis.

A set of standard KPIs are made available with the application. These are arranged into a set of standard dashboards. It may be that not all dashboards or KPIs are applicable to a utility depending on available

information, modules deployed, and integrations performed. Users may configure their own dashboards from the available KPIs.

2.5.2.1. Pre-Requisites & Assumptions

- Deployment of the **Compass Framework**, if not already in place.
- Population of any data required for calculation of KPIs as per section 3 of this SOW.

2.5.3. Automated Move-In / Move-Out

SmartWorks Compass Automated Move-In/Move-Out (MIMO) module automates the process of populating and resolving MIMO service orders with start reads and final reads to save the CSRs the time to do it manually.

Virtual Disconnect is enabled by monitoring for usage on inactive accounts and proactively notifying the utility if usage is discovered.

Physical disconnection and reconnection of service can be included where required and where the meters are equipped with an integral service switch.

KPI Dashboards provide tracking of the MIMO processes in general and the effort saved by automating them.

- KPI Dashboards of processes including:
 - Actions performed
 - Number of successes, number of failures
 - Effort saved due to automation of these processes
- Rule for determining start reads and final reads for transition customers, including:
 - Identifying open MIMO Service Orders
 - Determining the appropriate final read for Move-Out Service orders
 - Determining the appropriate start read for Move-In Service Orders
 - Populating the MIMO Service Orders with the appropriate reads
 - Disconnecting or reconnecting service where appropriate
 - Success/failure of connection command recorded at time of execution
 - Auto re-try for failed switch operations, e.g. up to 3 attempts
- Service Order Processing dashboard report for monitoring of service order processing
- User Interface in Compass for single customer On-Demand Reads in the context of a Move
- Virtual Disconnect through identifying Usage on Inactive Accounts
 - User Interface to interrogate the system and generate report of usage on Inactive Accounts
 - Exception based reporting through scheduling of the report.

Implementation

- SmartWorks Consultants will implement and configure the above functionality.
- SmartWorks Consultants will train customer on module functionality and uses.
- SmartWorks Consultants will support customer testing.

2.5.3.1. Pre-Requisites & Assumptions

- Deployment of the Compass Framework by SmartWorks, if not already in place.
- Population of any data required.
- The CIS datasync is in place and working. If this is not in place, another statement of work will need to be issued.
 - For Virtual Disconnect reporting, it is assumed that meters status are set to “OFF” as part of the datasync process.
- Where Meter Actions such as On Demand Read or Remote Connect/Disconnect are required, the AMI remote actions are in place and working. If this is not in place, another statement of work will need to be issued.
- Move-In and Move-Out transitions will be recorded in the CIS as Service Orders (SO). Customer will provide a detailed list of these actionable Service Orders (SO) for automated Move-In / Move-Out processes. CIS is the system of record for whether a SO is actionable, considering items such as:
 1. Validating that SO is supported by meter type
 2. Life support/special needs customers
 3. Landlord/Tenant agreements
 4. Holidays
 5. Weather
- It is assumed that each CIS service order is tied to only one (1) meter.
- It is assumed that each CIS service order is tied to only one (1) remote action type (e.g. On-Demand read, Remote Connect, Remote Disconnect)
- It is assumed that the CIS provider allows and technically enables service order integration via MultiSpeak calls.
- It is assumed that Customer will provide the view that will provide the list of service orders and corresponding service order types to be processed.

2.5.4. Automated Disconnect/Reconnect

The Automated Disconnect/Reconnect module is for the operation of a service switch independent of the Move-In/Move-Out process. It is most commonly used for situations with credit issues, with disconnect actions triggered by failure to pay and reconnect actions triggered by payments made.

The solution for automation of service disconnection & reconnection includes the following functions:

- Automated execution of Service Disconnect operation (open the service switch at the meter) for “Failure to Pay” Service Orders that have been set up in the Customer Information System.
 - Check if account is flagged as special/protected for non-disconnect, e.g. due to life support or other medical situations.
 - Logic to accommodate seasonality (e.g. no disconnect during Christmas holidays) or weather (e.g. no disconnect when the temperature is above or below a specified comfort/safety threshold).

- Scheduled timing of connection operations, e.g. disconnect process to begin at 8:00am.
- Throttling of Disconnect operations, e.g. to spread out a large number of disconnects in batches over period of several hours, to avoid a flood of calls to Customer Service at the same time.
- Auto re-try for failed switch operations, e.g. up to 3 attempts.
- Audit trail recording confirmation of successful operation at time of execution.
- Automated execution of Service Connect operation (close the service switch at the meter) for “Payment Made” Service Orders that have been set up by in the Customer Information System.
 - Frequent checking of CIS for Service Orders indicating payments have been made.
 - Immediate execution of connection operations as soon as Service Order is identified.
 - Auto re-try for failed switch operations, e.g. up to 3 attempts.
 - Audit trail recording confirmation of successful operation at time of execution.
 - Manual execution of Service Reconnection, when desired.
- KPI Dashboards of processes, including
 - Actions performed.
 - Number of Successes, number of failures.
 - Time saved or \$ saved by automating this process

Implementation

- Consultant will implement and configure the above functionality.
- Consultant will train customer on module functionality and uses.
 - Consultant will support customer testing.

2.5.4.1. Pre-Requisites & Assumptions

- Deployment of the Compass Framework by SmartWorks, if not already in place.
- Population of any data required.
- The CIS datasync is in place and working. If this is not in place, another statement of work will need to be issued.
 - For Virtual Disconnect reporting, it is assumed that meters status are set to “OFF” as part of the datasync process.
- Where Meter Actions such as On Demand Read or Remote Connect/Disconnect are required, the AMI remote actions are in place and working. If this is not in place, another statement of work will need to be issued.
- Move-In and Move-Out transitions will be recorded in the CIS as Service Orders (SO). Customer will provide a detailed list of these actionable Service Orders (SO) for automated Move-In / Move-Out processes. CIS is the system of record for whether a SO is actionable, considering items such as:
 6. Validating that SO is supported by meter type
 7. Life support/special needs customers
 8. Landlord/Tenant agreements
 9. Holidays
 10. Weather
- It is assumed that each CIS service order is tied to only one (1) meter.

- It is assumed that each CIS service order is tied to only one (1) remote action type (e.g. On-Demand read, Remote Connect, Remote Disconnect)
- It is assumed that the CIS provider allows and technically enables service order integration via MultiSpeak calls.
- It is assumed that Customer will provide the view that will provide the list of service orders and corresponding service order types to be processed.

2.5.5. Transformer Loading Analysis

The SmartWorks Transformer Loading Analysis module continually analyzes loads on distribution transformers and identifies those at risk of failure, resulting in improved system reliability and better asset utilization. SmartWorks Transformer Loading Analysis uses AMI data, power factor and distribution network mapping to analyze transformer loads in relation to their ratings. Analytical calculations are run in the background so that detailed dashboards can be viewed on demand. You can interrogate the system to identify reliability risks and plan their mitigation strategy, or leave it to the system to monitor loads on a continual basis, then serve up notifications based on configurable parameters.

- KPI Dashboard of Overloaded and Underloaded transformers, based on combination of
 - Peak level
 - % time above OOB
 - Drill downs from KPIs.
- Transformer Loading Dashboard
 - KPIs for
 - Qty of Tfrs peaking above 200%
 - Qty of Tfrs >10% over OOB
 - Qty of Tfrs >90% below OOB
- Map of Transformers by Load above a defined percentage above the name plate
- Map of Transformer-Meter relationships
- Transformer Contributors graph
- Watch-list of transformers implemented with Markers (Optional, extra services required to setup/train)
- Prioritized Replacement list implemented with Task Manager (Optional, extra services required to setup/train)

Implementation

- SmartWorks Consultants will implement and configure the above functionality.
- SmartWorks Consultants will train customer on module functionality and uses.
- SmartWorks Consultants will support customer testing.

Transformer Loading integration

SmartWorks Compass will require data from the GIS to support the transformer loading analysis. GIS will be required to provide transformer asset data as per table below. This integration will be established using a flat file transfer.

	Compass
Transformer assets, including kVA rating	X
Relationship between transformer and location	X

2.5.5.1. Pre-Requisites & Assumptions

- Deployment of the Compass Framework by SmartWorks, if not already in place.
- Population of any data required for Transformer Loading calculations, including interval reads for meters
- Map views require latitude/longitude information for each meter to be available via synchronization with the system of record.
- To enable the Transformer Load functionality, one of the utilities' System of Record documented in the Software Integrations section must provide:
 - transformer assets, including KVA rating
 - end point meter assets
 - date-driven relationship between transformer and location
 - date-driven relationship between end point meters and locations

Note: If active/inactive dates for the relationships in the connectivity model are not available, historical relationships will be inferred by SmartWorks Compass based on the datasync date; this may impact the accuracy of the transformer report if the relationship change didn't occur on the same date as the datasync date.

2.5.6. Voltage Analysis Module

The functionality available in a specific implementation depends on the nature of the voltage data served up by the AMI system. For instance, if the AMI system delivers only daily min, max and average voltage values, the system will not be able to determine the number of hours spent at low voltage. If the AMI system delivers only an instantaneous voltage read at the end of each interval, the system will not have visibility to actual low & high voltages during the interval.

Functionality delivered (subject to the nature of voltage data available):

- Voltage KPI Dashboard
 - Number of low voltage instances in the past x days based on analysis of incoming voltage data.
 - Number of high voltage instances in the past x days based on analysis of incoming voltage data.
 - Number of sags or low voltage meter events delivered by AMI.
 - Number of swells or high voltage meter events delivered by AMI.
 - Additional metrics can be added on request but may be subject to additional cost, depending on complexity.

- Voltage Analysis
 - Tabular view of meters exhibiting instances of voltage above or below a specific threshold
 - Voltage Summary Report - Tabular view of minimum voltage exhibited by each meter within a selected Meter Group, e.g. all meters attached to a specific feeder.
 - Voltage Heat Map showing min, max or average daily voltage values for a single meter for a multi-year timeframe, subject to availability of min/max/ave voltage data.
- Voltage Map
 - Users can configure maps displaying only meters that have had a selected type of voltage meter event in the past <select number of days>. This is often referred to as a **Meter Event Map**.
- Voltage Data Reporting
 - Graphs showing Min, Max, or Average Voltages depending on availability of data
 - Tabular Reports
 - Meter Events
 - Event Type Summary
 - Meter Event Detail Listing

Implementation

- Consultant will implement and configure the above functionality.
- Consultant will train customer on module functionality and uses.
- Consultant will support customer testing.

2.5.6.1. Pre-Requisites & Assumptions

- It is assumed that the AMI system delivers the following voltage data under the proposed integration method, in order of preference:
 - Min/Max/Average per interval,
 - Min/Max/Average per day,
 - Instantaneous read per Interval.

Voltage data will be provided hourly for each interval. If Min/Max/Average values are not provided along with the voltage data, the impact will be missing of corresponding statistics in the corresponding reports or dashboards.

- It assumed that Customer will include Nominal voltage rating for each end point in the proposed datasync or that this information can be inferred via datasync attribute(s) provided (e.g. meter type).
- Deployment of the Compass Framework by SmartWorks, if not already in place.
- Voltage data is delivered by the AMI system or made available in the Meter Data Management System.

2.5.7. Line Loss Analysis Module

The Line Loss Analysis Module will quantify losses for all master metered points in the distribution network while identifying and flagging the biggest areas of loss and loss trending over time.

Functionality Included:

- KPI Dashboard:
 - Number of Metered Distribution Points that show losses above a specific threshold
 - Losses specific to a number of critical Metered Distribution Points
- Map views of points color coded by level of loss
- Registered Reports that display these points by level of loss
- Loss Analysis report by metered distribution point

Implementation

- Consultant will implement and configure the above functionality.
- Consultant will train customer on module functionality and uses.
- Consultant will support customer testing.

2.5.7.1. Pre-Requisites & Assumptions

- Above functionality is subject to the data available and to the integrations performed
- Deployment of the Compass Framework, if not already in place.
- To enable the Loss Analysis functionality, Customer's GIS must provide:
 - a list of parent and child meters.
 - a date-driven relationship (meter hierarchy) with corresponding multipliers.
- Hourly or sub-hourly interval data must be loaded into SmartWorks for all metered end points.
- Configuration of virtual interval channels for unmetered loads (e.g., streetlights, leased lights) and non-AMI meters is not included in the scope of this Change Order. This would result in additional services for the configuration work as well as additional hosting cost for the increase interval data within SmartWorks Compass.
- Map views require latitude/longitude information for each meter to be available via synchronization with the system of record.

2.5.8. Leak Detection and Notification

SmartWorks Compass provides an analytical software solution that identifies leaks both from meter notifications and using intelligent data analysis. A prioritized list of customers to be contacted is then produced, filtered for false positives and duplicates, and refined on an ongoing basis to eliminate wasted effort.

Functionality Delivered:

- Import Leak Events from AMI meters.
- Monitor for Continuous Consumption, with parameters configurable by group.
- Generate Leak Notifications using either or both approaches above.
- Provide notification summary reports to utility personnel
- Customer notification:
 - Send notifications via email or text messages to customers
 - For each account identified in existing Compass report, query CIS to determine if a corresponding Service Order already exists for the Service Order type provided by Customer.

- If the expected Service Order does not already exist, create a new Service Order in CIS. Registered Report: Leak Notifications generated over a selected period of time (default to last 7 days)
- Registered Report: Customers that have received Leak Notification but the leak still persists for a selected period of time (default to 3 days).
- Leak Detection KPI Dashboard, displaying.
 - Leaks Detected: Number of locations with a suspected leak.
 - Average Leak Time: Average time of leak, based on Continuous Consumption statistics.
 - Average Leak Volume: Average leak volume, takes the average of each interval that reported a Continuous Consumption failure.
 - Leak Notifications Sent: Leak Notifications sent to customers. This KPI is based on a rule specifically created for customers that emails the leak notification to customers, reported on a daily basis. Customer will import customer/account/location information from the CIS.
 - Total Leak Volume: Total Volume of all reported Continuous Consumption failures over the previous 6 months time span.
 - Average Leak Volume: Average leak volume of all reported Continuous Consumption Failures over the previous 6 months.

Implementation

- Consultant will implement and configure the above functionality.
- Consultant will train customer on module functionality and uses.
- Consultant will support customer testing.

2.5.8.1. Pre-Requisites & Assumptions

- Deployment of the Compass Framework by SmartWorks, if not already in place.
- Utilization of Leak Notifications from meters requires meter-generated leak notifications to be delivered to the SmartWorks Compass Framework via standard Advanced Metering Infrastructure integration methods.
- Utilization of usage data analysis for leak notification requires hourly (or finer) interval usage data to be delivered to the SmartWorks Compass Framework via standard Advanced Metering Infrastructure integration methods.
- Map views require latitude/longitude information for each meter to be available via synchronization with the system of record.
- Customer communications for notification of leaks is assumed to leverage existing customer communication approaches, text messages or email communications from SmartWorks Compass, using phone numbers or email address provided via synchronization from the utility's system of record.
- Synchronization exists with CIS for association of meters with locations and accounts, plus the status of the account (active/inactive).
- Customer contact details must be accessible by Compass for any customer communications sent by Compass.

- If available, registration data (name, phone numbers, email, status, active date, inactive date) will be synchronized with the system of record. Otherwise, registration will be managed manually within Compass.

2.6. Reporting

All standard reports available within the SmartWorks Software will be made available for all licensed modules.

25 hours will be assigned to the design, development and testing of custom reports, based on Customer reporting requirements gathered during the Discovery Session and throughout the course of the project. Requirements for custom reports must be defined prior to the Testing phase. Customer can decide to re-assign all or parts of these hours to other project activities, such as additional remote training.

No additional custom reports have been identified for delivery. However, if during the project, Customer identifies a requirement for a custom report, the services can be brought into scope using the Change Management process described in section 4.3.

2.7. Project Deliverables and Work Products

The following deliverables, milestones and work products are included in this project. **Deliverables** are items created during the project that require formal review and approval by the customer. **Work products** are items created during the project that are reviewed by the customer but do not require formal approval by the customer.

2.7.1. Deliverables

The following list identifies the key deliverables associated with this project:

- Functional and Integration Requirements Document
- SmartWorks Software installation
- SmartWorks Software configuration
- SmartWorks Software integration as defined in section 3
- SmartWorks Software End-User Training

2.7.2. Work Products

The following list identifies the key work product documentation associated with this project:

- Project Schedule
- Acceptance Criteria Document
- Test Case Scenario Checklist
- Testing Plan
- Training Plan
- Training Material
- SmartWorks Software User Guides
- Solution Design Document

- Go-Live Approach Document

2.8. SmartWorks Compass Training and Discovery Sessions

To enable users to effectively use the software both during acceptance testing and in a production capacity, SmartWorks will provide end-user training as part of this project. Onsite and remote training sessions will be provided the Customer as outlined in the table below.

Activity	Location	Attendees	Length
Kick Off Meeting	Remote	Core project team, Executive Sponsors	1-2hrs
SmartWorks Compass demo	Onsite* (with Discovery)	Core project team, Billing, Meter Op, CSR, IT	1hr
Discovery Sessions (AMI, CIS)	Onsite*	Core project team, Billing, Meter Op, CSR, IT 3 rd Parties (CIS, AMI)	1.5 day
Workshop 1: Compass Overview and Introduction to VEE	Remote	Core project team	0.5 day
Navigation Training Sessions	Onsite*	Core project team, Billing, Meter Op, CSR, IT	2 days
Workshop 2: Data Validation	Remote	Core project team	0.5 day
Workshop 3: Roles and Groups configuration	Remote	Core project team	1hr
Processes and System review Session, including review of modules requirements	Onsite*	Core project team, Billing, Meter Op, CSR, IT 3 rd Parties (CIS, AMI, etc.)	3 days
Workshop 4: Addressing VEE Exceptions and fine-tuning	Remote	Core, Billing, Meter Op, CSR	2 x 0.5 days
SmartWorks Compass Functional and Process Training (MDM, KPI)	Onsite	Core, Billing, Meter Op, CSR	3 x 0.5days
SmartWorks Compass Functional and Process Training (each additional module)	Onsite or Remote	Core, Billing, Meter Op, CSR	1-2hrs per module
Test scripts review	Remote	Core, Billing, Meter Op, CSR	1hr
UAT Acceptance Testing Support	Remote	Core, Billing, Meter Op, CSR, IT	10 days
Post SAT Support	Onsite & Remote	Core, Billing, Meter Op, CSR, IT	100hrs

Note: Onsite* sessions will take place when safe and appropriate. The onsite sessions can be replaced with remote online sessions upon agreement between SmartWorks and Customer.

2.8.1.Kick Off Meeting

The purpose of this remote meeting is to introduce project team members and review the MDM project at a high level. Topics include scheduling, methodology, milestones, communication plan and short-term focus.

2.8.2.SmartWorks Compass Demo

High level review of SmartWorks Compass features and functionalities. The purpose of this demo is to prepare Customer to engage in discussions during the Discovery Sessions.

2.8.3.Discovery Sessions

Preliminary requirements for the CIS Data mapping (DataSync) and billing (Meter to Cash), as well as for the AMI integration (Implementation Questionnaire) are reviewed during these sessions. The Solution Architecture Diagram and infrastructure components such as VPN connection are also scheduled as part of the initial discovery sessions. The VPN discussions should have started remotely, prior to Discovery.

These sessions are technical and participation from Customer's subject matter experts as well as third party vendors are expected to ensure optimal efficiency during the initial phases of the project. Meeting the dependencies identified during the initial discovery sessions is critical for the scheduling of subsequent project activities.

2.8.4.Workshop 1: Compass Overview and Introduction to VEE

The purpose of this session is to introduce the core team to SmartWorks Compass functionality and to the existing Validation Routines available within SmartWorks Compass.

The Overview Training Session is held with the core user group when initial configuration is complete. This session occurs during the Pilot phase and is held remotely, in preparation for the Processes and System review Session , enabling users to navigate the SmartWorks Software prior to the decision-making process that will take place during the Discovery Session.

The Overview Training Session provides users an overview of current system functionality. Upon conclusion of this session, users are able to navigate **SmartWorks Compass** platform and understand existing configuration.

2.8.5.Workshop 2: Data Validation

This workshop is held once initial configuration of DataSync and AMI read import is completed. The purpose of this Workshop is to review data within SmartWorks compass, including the review of validation reports. Following this workshop, it is expected that users will proceed with validation of the data from the CIS DataSync and AMI integrations, by comparing to their existing CIS and AMI systems.

2.8.6.Navigation Training Sessions

The Functional and Navigation Training Session is held once initial configuration of DataSync and AMI read import is complete. The purpose of this training session is to introduce the Core project team to the

SmartWorks Compass application, enabling users to navigate the SmartWorks Software prior to the decision-making process that will take place during the following remote workshops and onsite sessions.

The Navigation Training Session provides users an overview of current system functionality. Upon conclusion of this session, users are able to navigate **SmartWorks Compass** platform and understand existing configuration.

Topics typically covered in this training include:

- SmartWorks Compass Navigation training
- Data Setup
- Meter Reads & Validating, Estimating, Editing – VEE
- Using Maps and Reports
- Advanced Reporting and KPI Dashboards
- System Administration

2.8.7. Workshop 3: Roles and Groups configuration

The purpose of this Workshop is to determine who will be the user groups of the SmartWorks Compass solution, their access level and which permissions will be assigned to each group.

2.8.8. Processes and System review Session

The purpose of the Process and System review Session is to demonstrate existing functionality of the SmartWorks Software using Customer data and elicit feedback for updates to that functionality. Emphasis is placed on understanding Customer's existing business process. The impact to the process due to **SmartWorks Software** is documented in the Functional and Integration Requirement Document.

Customization (custom reports) as well as purchased Modules (see section 2.5) are discussed during this session.

2.8.9. Workshop 4: Addressing VEE Exceptions and fine-tuning

The purpose of this workshop is to provide users with the steps required to review validation reports and assist them in the investigation of VEE Exception reports. A fine-tuning of the VEE Parameter configuration may also be required during this session.

2.8.10. Functional and Process Training

During the Functional and Process Training, up to 12 users will be provided training on the SmartWorks Software. This training includes a refresher of System Navigation as well as a review of the main business functions and use cases applicable to Customer. This training will also cover customization and features related to Modules purchased by the customer.

Topics typically covered in this training include:

- SmartWorks Compass Refresher training
- Billing & Customer Service Functions
- Sessions specific to each **SmartWorks Compass** module defined in section 2.5
- Process Automation Overview

In addition to MeterSense MDM and KPI Dashboard onsite training, a separate training session for each module defined in section 2.5 will be scheduled. Depending on the mutually agreed upon schedule, these sessions can be combined with the onsite training, or can be scheduled remotely at a later date.

2.8.11. Test scripts review

This session will be used to review SmartWorks test scripts with Customer and how to monitor testing progress using test scripts dashboard. It is Customer responsibility to create, update and adapt the test scripts for the purpose of their User Acceptance Testing phase.

2.8.12. UAT Acceptance Testing support

Customer is expected to focus and engage in User Acceptance Testing for a period of 2 weeks, with the remote support from the SmartWorks project team. The Validation/Testing Approach is described in section 5.4 of this SOW.

2.8.13. Post SAT Support

In addition to the UAT remote support, consultants will be available remotely and onsite to deliver 100hrs of Post SAT Support. Onsite time will be mutually agreed upon and does not include after hour support (weekend and evenings). The Support ticket system used during UAT will also be used during Post SAT Support to track issues, training questions or other items raised during the Post SAT Support phase.

2.8.14. Advanced Process Automation Rules Training (OPTIONAL)

The Advanced Process Automation Rules Training course is a two-day technical course on rules development designed to enable participants to become competent at developing rules for **SmartWorks Compass** modules.

The topics include:

1. Overview of Rules Engine as a tool, Lifecycle of a Rule, Rule Components
2. **SmartWorks Compass** Data Schema/Data Flow/ Rules Performance Management
 - a. Applications of Rules
 - b. AMI System Performance
 - c. Responding to VEE exceptions
 - d. Meter Events and Alarms
3. Data Analysis
4. Data Safety Practices

The course will be delivered following rules design themes so that participants understand the construction of rules and can apply those design themes to any functional application and will include hands on exercises and an exam.

The Advanced Process Automation Module Rules Training course will be delivered to up to 3 participants. The intent is to train individuals within an organization to create a “rules engine technician”, who can take business requirements from business lines develop a rule that meets the business needs. Customers should only need 1 to 3 technicians.

Competency with SQL and a basic understanding of databases are pre-requisites for participants in the Advanced Process Automation Module Rules Training course.

Customer should also have several “rules champions”, who represent a business unit. The rules champions will be trained on the capabilities of the Rules Engine during the Functional and Process training course. These business unit rules ‘champions’ would be responsible for finding ways to improve their business and then passing the requirements to the rules engine technician (i.e. the 1 or 2 people trained by this course). The technician creates the rule. The champion tests and signs off on the rule.

3. Software Integrations

During software integration:

- Customer will act as or provide an integration coordinator who will be responsible for overseeing integration communications for this project.

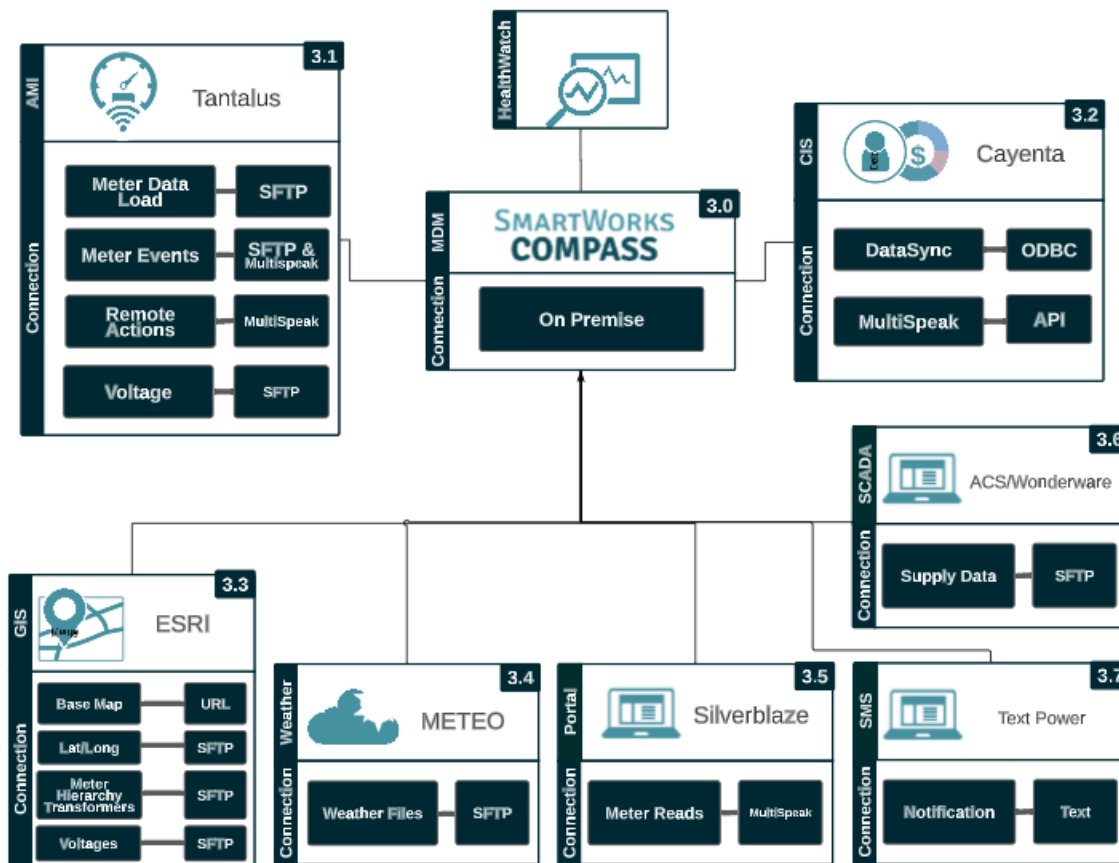
The integration coordinator role consists in securing, as required and in a timely fashion, the assistance and cooperation of third-party vendors. A change order will be required if a third-party vendor (excluding Harris CIS) is unavailable or non-cooperative and causes an impact to the project schedule or effort.

- SmartWorks will provide advice and recommendations regarding its experience and leading practice.

SmartWorks will make a reasonable attempt to provide sufficient lead time when making requests for assistance from third-party vendors. When deemed appropriate by Customer, SmartWorks will also work directly with third-party vendors if direct communication will result in efficient execution of the project.

Any version changes to integrating systems that occur during the project will be reviewed by SmartWorks and will require a change order if integration updates or re-testing activities are required.

The following diagram illustrate the Interconnectivity model between SmartWorks Compass and each integration point. The final integration diagram is subject to the final discovery session that will be held between the technical teams implementing the solution.



The following Integrations are included in the project scope for the project:

3.1. AMI Head End System (Tantalus), version TCC 5.0

SmartWorks Software will integrate with the AMI Head End System to:

- **Meter reads:** Import the current day's readings as well as older reads that were previously missed. Interval and register read data will be received from AMI Head End system, **as defined in section 2.3 Meter Configuration.**
- **Meter events:** Import meter event data from AMI Head End. Examples include alerts such as tamper, leak, etc. Specific alarms will be defined between Sensus and Customer.
- **Remote action:** Where the functionality is supported by the meters or compatible others, SmartWorks Software will integrate with the AMI Head End to perform On Demand reads and Remote Connects & Disconnects.
- **Voltage:** Min/Max/Average or Instantaneous. Nominal Voltage threshold (for high and low).
 - Core Reports in Compass capture and display the data in the Voltage table. Voltage analysis module included in the scope of work includes additional reports as defined in section 2.5.6.
- **Other Meter Data:** Other meter data (OMD) can include any interval data that is not consumption data.
 - It is assumed that Other Meter Data types be kept to a minimum as to not cause performance concerns for the Compass system. Core Reports in Compass do not look at the data in the OMD table. Custom reports would need to be created using specific data in the OMD table. These

custom reports are not in scope but can be brought into scope using the Change Management Process.

Integration	Initiator	Type(s)	Protocol	Frequency
Meter Reads	AMI	CMEP Read File	sFTP	1-3 times/day
Meter Events	AMI	CMEP Event File	sFTP	1-3 times/day
Meter Events	AMI	Near real Time events (to be defined)	MultiSpeak® methods	Real Time
Voltage Data	AMI	CMEP File	sFTP	1-3 time/day
Remote Actions	AMI	OnDemand read	MultiSpeak® methods	Real Time
Remote Actions	AMI	Remote Connect	MultiSpeak® methods	Real Time
Remote Actions	AMI	Remote Disconnect	MultiSpeak® methods	Real Time
Remote Actions	AMI	Demand Reset	MultiSpeak® methods	Real Time

Assumptions:

- If flat files are used for providing meter data, the files are expected to be delivered by 5:00am (local time) or an agreed upon time suitable to Consultant and Customer in order for the SmartWorks Software to perform the VEE process. The AMI Head End may deliver files at multiple times during the day in order to collect the maximum amount of meter data.
- It is assumed that the applicable AMI Head End version will be installed on the Customer system in time for Consultant to perform its development and testing activities.
- It is assumed that interval reads provided by the AMI will scale to the register reads provided by the AMI (i.e. sum of interval reads will add up with the difference between register reads, after multiplier will pass at 95%). Failing to meet these may result in poor data quality in the MDM
- It is assumed that there will not be more than 5% missing intervals reads per day. Failing to meet these will result in performance issues when MDM tries to fill in gaps
- It is assumed that compound meters are two separate encoder heads and AMI Modules on one physical meter. Compass is Meter ID centric, therefore the system of record for meter information should see the High and Low sides of these meters as separate meter numbers. Compass can handle a single Meter ID assuming that the CIS can associate the High and Low sides of the meter using the Alt_Meter_ID and 'H' and 'L' suffixes in the datasync.
- It is assumed that non-generation accounts that measure delivered, received and net interval reads will only provide the delivered reads. Received interval reads of 0 and net reads that duplicate the delivered channels will not be stored in the MDM.

3.2. Customer Information System (CIS) (Cayenta v7.9.3)

In collaboration with Customer or Customer's agent(s), Consultant will provide the following integrations with Customer's CIS. The integrations will require ongoing support from the CIS vendor through the SmartWorks integration project.

Summary of integrations

Integration	Initiator	Type	Protocol	Frequency
DataSync	CIS	Creates DB views		
DataSync	MDM	Queries DB views	ODBC	1-3 times/day
Billing	CIS	Billing Request	MultiSpeak® 4.1	TBD during discovery
Billing	MDM	Billing Response	MultiSpeak® 4.1	TBD during discovery
Remote Action	CIS	OnDemand read request	MultiSpeak® 4.1	Real Time
Remote Action	MDM	OnDemand read response	MultiSpeak® 4.1	Real Time
Remote Action	CIS	Remote Disconnect request	MultiSpeak® 4.1	Real Time
Remote Action	MDM	Remote Disconnect response	MultiSpeak® 4.1	Real Time
Remote Action	CIS	Remote Connect request	MultiSpeak® 4.1	Real Time
Remote Action	MDM	Remote Connect response	MultiSpeak® 4.1	Real Time
Remote Action	CIS	Demand Reset request	MultiSpeak® 4.1	Real Time
Remote Action	MDM	Demand Reset response	MultiSpeak® 4.1	Real Time
Service Order creation	MDM	2 rules to be defined	MultiSpeak® 4.1	TBD during discovery

3.2.1.CIS Synchronization Integration

Import of customer and meter data into the SmartWorks Software for validation of AMI data. A daily full periodic synchronization activity will occur.

The minimum information to be provided from the CIS will include the following:

	SmartWorks Compass
METERS: List of meters with identifiers, meter types, etc.	X
METER COORDINATES: Meter latitude and longitude information	X
LOCATION: List of location(account) numbers, service addresses	X
METER LOCATION: A date-driven cross reference between meter and location number (i.e. when a meter is installed and removed from a location)	X
METER CONNECTION STATUS: State of the meter (ON/OFF)	X
METER ALIAS: Descriptive information related to the meter, combining meter/location attributes	X
CT/PT Multipliers: Contains the cross reference of meters to CT/PT Multipliers, including active/inactive dates	X
BILLING SCHEDULE: Cycle/Route schedule indicating billing period and reading period	X
ACCOUNTS: Customer Account information (such as account name, account ID, occupant code)	X
ACCOUNT SERVICES: A date-driven cross reference between account and location (i.e. customer move in/out information)	X
CUSTOMERS: List of customers with identifiers and names, email address, phone numbers	X
CUSTOMER/ACCOUNTS CROSS REFERENCE: A date-driven cross reference between account and customers	X
METER RATE CODES: Rate codes associated to each meter	X
RATES PLANS: Simple rate elements (e.g. Tiered, TOU, Fixed) as defined in section 2.3	X

Assumptions:

- It is expected that when a radio is installed or removed from a meter, a cross reference between meter ID and associated radio ID will be maintained in the CIS and provided during DataSync.
- This integration will be established using a database view that will be queried by SmartWorks Software. The database view will be developed by the CIS vendor or another agent of Customer. **The DB Views must be available prior to commencement of integration work.** Any delays with the availability of the views will impact the project timeline. In the case of significant delays, Customer has the option to pause the project until the views are available or follow Change Management process described in section 4.3 to keep the SmartWorks Project team engaged until the files are available.
- It is assumed there will be multiple iterations of the DataSync (typically 3-4) where the list of fields to be provided by the CIS in the views will be finalized after discovery and prior to UAT. Customer is responsible for validating the data as a result of each DataSync iteration.

- Depending on Customer requirements, the synchronization will occur between 1 to 3 times per day and will be scheduled to occur after the CIS Customer database has been updated.
- For net meters, the CIS will provide an indicator as to whether or not the location/premise is net billing
- Integration with the AMI head end system for the purpose of facilitating synchronization of the meter status (meter provisioning) between the AMI head end system and CIS is not included in the scope of this SOW. This integration enables the identification of meters that should be transmitting data to the MDM. It is therefore assumed that a direct integration will be made between the AMI head end system and the CIS. It is expected that Customer and AMI provider will work collaboratively to develop this integration.

3.2.2. Billing Interface (MultiSpeak® 4)

Customer will initially bill using register reads, not time-based determinants. Customer CIS will apply the correct rate to each register.

Cayenta and SmartWorks Software will use a MultiSpeak® web service (synchronous SOAP call) call to request and receive the latest available read.

Assumptions for scope of work:

It is assumed that all reads required for the purpose of billing will be provided by the AMI system, with the exception of the billing determinants listed in this section. Should **SmartWorks Compass** be required to perform calculation of billing determinants that are not listed in this SOW (e.g. Power Factor), the services can be brought into scope using the Change Management process described in section 4.3:

- The SmartWorks Software is capable of supporting City's Net Billing should Customer decide to proceed with the Net Billing rate structure in the future. The scope of work related to this will be defined at that time. **Note:** Net billed clients have meters with multiple registers. For these clients, the MultiSpeak responses contain records for both registers (delivered and received) and the SmartWorks Software will provide to the CIS the information for each register **as received from the AMI headend**. The SmartWorks Software will not perform the activity to calculate a net usage; it is assumed that this calculation will occur in the CIS.
 - The MDM is also capable of passing a net meter read as provided by the AMI, assuming these are provided as absolute values for the purpose of CIS billing. However, it is recommended that meters provide distinct delivered and received meter reads to enable more granular meter read analysis.
 - For net customers, it is assumed meters with received register reads with a value of 0 (non-generation accounts) will not be stored/processed and therefore will not be available to CIS for billing purposes.

For electric meters, a new rule will be created to calculate TOU registers based on the available interval reads

- Customer is responsible for identifying and configuring TOU Windows
- It is assumed that the CIS will provide an attribute to identify meters that will require the TOU calculation.

- The rule will be scheduled to calculate once per day

For electric meters, a new rule will be created to identify the monthly peak demand for billing purposes.

- It is assumed that the demand will be **reset daily** at the meter level and that a daily peak demand value will be provided by the AMI. If the AMI is not providing daily peak demand values and these need to be calculated by Compass, this would be considered additional effort.
- It is assumed that the CIS will provide an attribute to identify meters that will require the monthly peak demand calculation.
- It is assumed that the CIS will provide the last bill read date/time value in DataSync to notify the MDM in the determination of the reading period for billing.
- For TOU meters, the peak demand for each window will also be calculated
- The rule will be scheduled to calculate once per day

3.2.3.MIMO and Automated Connect/Disconnect integration

An integration to Cayenta CIS will be implemented to support the modules defined in section 2.5.3 and 2.5.4. This integration is established using CIS database view to identify the service order to be action. The update of Service Order information in CIS is accomplished using Cayenta API.

3.2.4.Service Order Creation from MDM (OPTIONAL)

SmartWorks Compass will use Cayenta CIS API and Compass Process Automation rules to create service orders in the CIS.

- The SmartWorks Software will query the CIS to confirm if a Service Order already exists for the location/account,
- If a Service Order does not already exist, a Services Order will be created. Customer is responsible for providing Service Order type for each use case.

As part of the scope of this integration, SmartWorks will deliver up to two (2) business rules that will each enable the automation of one (1) Service Order type and one (1) resulting action.

Example of Use Cases:

- Non-Communicating meter
- Meter tamper

3.2.5.Compass Location Summary report

The CIS will be able to connect and display SmartWorks Compass Location Summary report.

3.3. Geographic Information System (GIS) Integration - ESRI

3.3.1.Base Map

The SmartWorks Software will be configured so that meter data will be overlaid on top of one or more ESRI “Base Maps” via URL live link. With this capability, the Customer will be able to view meter data together with their other data layers within SmartWorks Software.

Customer will create URL and provide a custom base map to SmartWorks for configuration of **MeterSense**. This scope of integration assumes Customer is hosting ESRI on a web server and can provide a URL.

3.3.2. Latitude/Longitude for meters

The latitude and longitude information is typically stored in the GIS for High point. This data will be made available using .csv flat files.

3.3.3. Meter Hierarchy for electric meters

For the purpose of the Line Loss Analysis module, it is assumed that SmartWorks Compass will receive a connectivity model to include meter to feeder relationships (or location/premise to feeder relationships), with corresponding multipliers.

This data will be made available using *.csv flat files. If active/inactive dates are not available, the historical relationships will be inferred by SmartWorks Compass based on the datasync date; this may impact the accuracy of the loss analysis if the relationship change didn't occur on the same date as the datasync date.

3.3.4. Transformer

Customer GIS will be the system of record for the transformer-to-location relationships. SmartWorks will implement a flat file transfer integration to import the GIS transformer asset data required to support transformer loading analysis, as listed in the table below.

	Compass
Transformer assets, including kVA rating	X
Relationship between transformer and location	X
Meters to feeder relationships and corresponding multipliers	X

SmartWorks Compass will receive from the ESRI GIS the connectivity model to include relationships between meters and transformers and corresponding CT/PT multipliers, if applicable. This data will be made available using flat files on at least a daily basis.

If active/inactive dates for the relationships in the connectivity model are not available, historical relationships will be inferred by SmartWorks Compass based on the datasync date; this may impact the accuracy of the transformer report if the relationship change didn't occur on the same date as the datasync date.

3.3.5. Voltages by sub-station, feeder or circuit for the purpose of Voltage Analysis

SmartWorks Compass will receive connectivity model to include relationships between meters and sub-station, feeder, or circuit. This data will be made available using flat files on at least a daily basis.

If active/inactive dates for the relationships in the connectivity model are not available, the historical relationships will be inferred by SmartWorks Compass based on the datasync date; this may impact the accuracy of the loss analysis if the relationship change didn't occur on the same date as the datasync date.

Any further GIS integration is not included in the scope of services for this project.

3.4. The Weather Network

The SmartWorks Software will integrate weather data services with daily feed of observed weather data received from the Weather Network weather station determined to be closest to Customer's location.

The following weather data, if provided by the weather station, will be imported into SmartWorks Software:

- Temperature (Hourly)
- Humidity (Hourly)
- Wind Speed (Hourly)
- Wind Direction (Hourly)
- Weather Conditions (Hourly)
- Precipitation (Daily)

This data is automatically downloaded from SmartWorks' data provider for a weather station or stations in the Customer's service area and is automatically inserted into the SmartWorks Software database.

3.5. Customer Portal (SilverBlaze)

The SmartWorks Software will implement an interface between SmartWorks Compass and SilverBlaze. SmartWorks will facilitate the integration of the MeterSense MDMS with SilverBlaze to provide usage data for all meter channels for residential meters and support the implementation of the portal.

SilverBlaze will build integration points for Customer smart meter usage details using SmartWorks MDMS MultiSpeak web services or SmartWorks MDMS SOAP API.

3.6. SCADA for Loss Analysis

For the purpose of the Line Loss Analysis and Water Loss Analysis modules Loss Analysis module 60min Interval Supply data (Load) will be imported into **SmartWorks Compass** from Customer's SCADA System of Record (SOR) ACS for electric and Wonderware for water. The data will be a delimited flat file-based interface using a CMEP or SmartWorks Compass generic file format and imported daily or weekly into Compass via sFTP.

It is assumed that the number of meters and corresponding volume of interval data imported for the purpose of Water and Line Loss Analysis modules will be reasonable and will align with the server specifications assumptions from section 2.3.

Final requirements will be determined during the discovery workshop.

3.7. Text Power SMS

As part of the Leak Detection and Notification module, a rule will be developed to integrate with TextPower SMS enabling notifications via text. The rule will send an SMS using Text Power for the given contact number (based on the location class) with the provided message.

Assumptions

- Customer will handle all billing directly with Text Power
- Customer will provide any account information required for the use of this interface.
- Testing of SMS messages will be managed by Customer and Customer will be responsible for the corresponding fees.

4. Project Management Approach

4.1. Communication/Relationship Management Approach

Communication Management is the cornerstone of any project and a well-structured communication plan is a must from the beginning. Regular, or ongoing, communications include those opportunities to communicate with project team members, sponsors, steering committee members, and other key stakeholders on a regular basis. These types of communication include regular status reports, scheduled project team meetings, and monthly updates with the steering committee or with executive project sponsors on a project.

4.1.1. Guiding Principles

Our intent is to work together to establish a long-term partnership between our companies. The project will last months, but the business relationship will last for years.

The following guiding principles will assist in meeting this goal:

- Openness, honesty, credibility, and trust in all communications.
- All parties will conduct themselves with respect in all situations.
- Two-way communication, with feedback valued and requested.
- Understanding that different team members may have different objectives for the solution. We will seek to understand each other's point of view and work collaboratively to find solutions to problems.
- Recognition that this is a project and not normal daily operations. All team members may not be accustomed to the demands of a project and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.
- Project Team and Management ownership of the communication program with ongoing commitment to the communications process.
- Recognition that the project schedule is our agreed to timeframe for the completion of the work and that we will work together to ensure that the schedule remains viable by collaborative coordination of our teams' efforts and transparent communications.
- Adhering to decisions made. This is vital to minimize impact on the Project Schedule. If later, adjustments are absolutely required, they can be made following the Change Management process.
- Incorporate SmartWorks best practices when possible, to maximize the capability of the Solution.
- Focus on our project goals and on activities that will continue to move the project forward to a successful outcome.

These principles define how we wish to work together during the implementation of the Solution. Due to the pressures of a project such as this and the inevitable risks (unknowns) that will be introduced over the life of the project, there may be times when both parties may not feel we are working well together or towards the same objectives. At those times both parties will refocus on the critical importance of the project, review the guiding principles, and find a mutually agreeable path through the difficulties.

4.1.2.Goals of Communication Strategy

During the Project Kick Off meeting, a Communication Plan will be presented and reviewed with Customer staff based on the following Communication Strategy:

- Keep people informed on project status
- Focus on communication to effectively prepare Customer for their software rollout
- Focus on communication to build support for project
- Monitor effectiveness of communication

4.1.3.Effective Communication Guidelines

- There are multiple audiences for project communications
- Communication needs to be:
 - Tailored to specific groups
 - Regular and informative
 - Real-time and relevant
- Communication content needs to be of interest to the target audience

4.1.4.Communication Plan

Following is the proposed communication plan for the project:

What	Who / Target	Purpose	When / Frequency	Type/Method(s)
Project Kick Off	All stakeholders	Communicate plans and stakeholder roles/responsibilities.	At or near Project Start Date	Remote Meeting
Status Reports	All stakeholders and Project Office	Update stakeholders on progress of the project.	Weekly	Distribute electronically using agreed Status Report template
Team Meetings	Entire Project Team	To review detailed plans (tasks, assignments, and action items) and risks.	Weekly	Meeting Review Project Plan, Status Reports, and Risk Log
Project Management Status Meetings	Sponsor(s) and Project Manager (SmartWorks, Customer, AMI Vendor, CIS Vendor)	Update Sponsor(s) on status and discuss critical issues. Seek approval for changes to Project Plan.	Weekly	Meeting
Executive Sponsor Meetings	Executive Sponsor(s) and Project Manager(s)	Update Sponsor(s) on status and discuss critical issues. Seek approval for changes to Project Plan.	Monthly	Meeting

4.2. Work Management Approach

Work will be managed through the use of the Project Schedule. The SmartWorks Project Manager will have the responsibility to create and maintain the Project Schedule for the modules and integrations listed in this Statement of Work. It is expected that Customer Project Manager will work in conjunction with the

SmartWorks Project Manager to ensure that key Customer activities that impact the project are also contained in the Project Plan.

During and after the User Acceptance Testing phase, the SmartWorks TeamSupport solution will be used to track project issues such as bugs or other lower level action items. The entire project team (SmartWorks / Customer) will have access to TeamSupport.

For the purpose of effective collaboration, a common repository (e.g. Teams, Sharepoint) will be used to store and share documentation during project implementation.

4.3. Change Management Approach

This document serves as the complete understanding, between Customer and SmartWorks, as to what the current Statement of Work entails. Customer and/or SmartWorks may propose changes to the scope of work defined in this document (“Change”). The Change Order Form (Appendix A) must be used for all change requests. SmartWorks shall have no obligation to commence work in connection with any change until the fee and schedule impact of the change is agreed upon in a written Change Order Form signed by the designated representatives from both parties.

Upon a request for a change, SmartWorks shall submit the standard Change Order Form describing the change, including the impact on the schedule, budget, scope and expenses. The Change Management Process that will be employed is defined below:

- Identify and document proposed change
- Assess impact of proposed change
- Estimate required effort / cost of proposed change
- Submit Change Order for Approval / Disapproval
- Communicate Change Order Decision
- If Change Order is Approved:
 - Assign responsibility
 - SmartWorks to update Project Plan as needed
 - If there are project delays due to Change Request, SmartWorks may create subsequent Change Requests to address those delays
 - Monitor and report progress

Within ten (10) consecutive business days of receipt of the Change Order Form, Customer shall either:

- Accept the proposed change by signing the Change Order Form, or
- Reject the proposed change and inform SmartWorks Project Manager via email.

If SmartWorks is advised not to perform the change, or in the absence of Customer acceptance or rejection within ten (10) days, then SmartWorks:

- Will not perform the proposed change and will proceed only with the original services
- May create a new Change Request to accommodate the expenses incurred during the discussion of the proposed change. This may happen only in cases where:
 - Customer takes longer than ten (10) days to reach the decision, or does not reach a decision, and/or

- Overall project timeline, budget or scope are affected.

4.4. Risk Management Approach

Risk Management planning is an important part of project management and a core component of the SmartWorks Project Implementation Methodology. Risk Management planning is about defining the process of how to engage and oversee risk management activities for a project. Having a viable plan on how to manage risk allows one to mitigate risk versus attempting to decide in the midst how to handle a risk. The earlier Risk Management planning is engaged within the project increases the probability of success of risk mitigation activities. Risk Management planning will be initiated at the start of the project by having the initial discussion with Customer prior to, or during the Project Kick Off Meeting.

Risks can be raised by any project stakeholder, including project team members, Customer, third-party integrators, or vendors during the project.

Risks will be entered on the Risk Log and categorized by type and priority. The Project Manager will investigate the risk and, if necessary, will update the Risk Log with background information to place the risk in perspective.

At a minimum, the following information will be captured and tracked for all risks:

- RISK ID – each risk should have a unique ID
- TITLE – short description of the risk (usually a few words or a sentence, helpful when reporting risks)
- DESCRIPTION – complete description of the risk, the more details the better
- IMPACT – impact to the project and/or business in terms of money, time, and/or quality
- PROBABILITY – indicate the probability of the risk
- SEVERITY – risk severity (typically values could be “critical”, “high”, “medium”, “low”)
- TYPE – type of risk (e.g. technical, process, organizational, etc.)
- RISK MITIGATION PLAN – detailed description of actions (including dates and owners) required mitigating the risk
- STATUS – current status of the risk (typical values are “open” or “closed”)

The following Risk Matrix will be used to establish the severity of risk:

PROBABILITY	High (3)	3	6	9
	Medium (2)	2	4	6
	Low (1)	1	2	3
		Low (1)	Medium (2)	High (3)
		IMPACT		

Throughout the duration of the project, as risks are identified they will be added to the Risk Log and will be reviewed at weekly Status Meetings with the team to determine the possibility of occurrence and the best plan for mitigation.

If identified risk(s) and/or mitigation strategies are deemed to have an effect on project timeline, or budget, or scope, a Change Request may be created, as per section 4.3, to address those concerns.

Based on SmartWorks' experience, the following have been identified as dependencies that could have negative effect on project timeline, cost and/or scope and could become potential risks:

- VPN ports not opened for SmartWorks personnel and for communication between integration points
- AMI not ready on time, or not sending the data
- Data source not ready for DataSync
- Resources not available to provide required information

Early engagement and commitments on timelines by all parties can significantly reduce risks linked to the above dependencies. SmartWorks will do its best to not change assigned personnel during the course of this project. Should any change be considered, SmartWorks will communicate such consideration to Customer.

4.5. Acceptance Management Approach

In collaboration with Customer, SmartWorks will develop and maintain a central listing of all Deliverables and Work Products to be completed throughout the project **“Deliverable Acceptance Criteria Document”**. The Deliverable Acceptance Criteria Document will also set forth the acceptance criteria for each deliverable (**“Deliverable Acceptance Criteria”**).

A baseline version of the Deliverable Acceptance Criteria document will be created through a combined effort between SmartWorks and Customer during the Initiation and Build phase. The Deliverable Acceptance Criteria Document will be reviewed with Customer regularly and updated to record the approval of the Deliverables as they are accepted. The approvals of the Deliverables in the Acceptance Criteria document will constitute final system acceptance.

A core component of the Deliverable Acceptance Criteria Document will be the execution of the test plan and test cases. The Testing Plan, also created in the Initiation and Build phase, and the Test Case Scenarios, created during the Initiation and Build phase, are customized specific to the implementation for Customer. The Test Plan and Test Case Scenarios are used for testing and will be provided to Customer for their own review and testing of the system. SmartWorks Implementation Team and Customer staff will work as a team to ensure that exhaustive testing is carried out. During the Testing phase, when the system testing is being executed, the Project Team will be meeting to review the testing status and ensure that scheduled testing is being carried out.

Once system testing has been completed, and Customer staff has been trained on the system, Customer staff will have the necessary tools to review the system for acceptance. Customer will have access to its own instance of the SmartWorks Software, loaded with their data, to train and test on. SmartWorks



Consultants assigned to Customer will provide training of the system to the staff, along with training documents, consisting of User Guides and PowerPoint. Training will be conducted onsite and using WebEx sessions, phone calls and documentation when needed.

5. Delivery Approach

5.1. Implementation Approach – Phases, Deliverables, Key Milestones

Successful implementation is based on SmartWorks' understanding of Customer requirements and experience gained through the implementations of SmartWorks Software at various Customers across North America. 's project will leverage SmartWorks' Implementation Methodology which has been honed and perfected over the company's long history to successfully guide project implementation from Initiation to Deployment.

5.2. Implementation Methodology

The SmartWorks Methodology is based on the following guiding principles:

- *Promote and foster customer ownership of solution;*
- *Establish and maintain consistent and regular touchpoints with Customer;*
- *Ensure that project performance is visible, measurable, tracked and risks identified and mitigated – No Surprises!; and*
- *Seek to minimize customer cost and time while still achieving project objectives.*

The Implementation Methodology consists of two main areas: **Project Management** and **SmartWorks Software Implementation Management** where each has associated (where applicable):

- Processes / Checklists / Matrices that define how to operate;
- Deliverables that are formal outputs that require Customer sign-off;
- Work Products that are outputs produced as part of the work required to achieve the desired project goals; and
- Tools / Assets that are leveraged to produce defined outputs.

The **Project Management** area defines how projects are managed. It includes:

- **Communication/Status Management** aimed at establishing internal and external communications as well as monitoring and communicating project status and effort spent;
- **Relationship Management** aimed at measuring the pulse of Customers and partners;
- **Work Management** aimed at capturing and monitoring effort, cost and work to be performed;
- **Change Management** aimed at defining and controlling project scope;
- **Risk Management** aimed at planning, mitigating, tracking and monitoring risks;
- **Acceptance Management** aimed at ensuring that expected deliverables are delivered and accepted; and
- **Financial/Contract Management** aimed at monitoring project financial health.

The **Implementation Management** area defines the Implementation Phases and associated Work Products and Deliverables that are part of this project. The Implementation Phases are defined in the following table:

Implementation Phases	Objectives	Key Work Products and Activities	Deliverables
Phase I Initiation and Build <i>Key Milestones</i> - Kick Off Meeting Held - Project Plan Reviewed/Updated	- To Kick Off project and establish successful working relationship - To obtain detailed agreement on Project Plan - To install and perform base configuration work	- Kick Off Meeting - Implementation Questionnaire - Acceptance Criteria Document - Initial Configuration complete - Physical Architecture Recommendation	- SmartWorks Software installation - Software Overview Training Session
Phase II Analysis <i>Key Milestones</i> - Integration Documents signed - Functional and Integration Requirement Document signed	- To demonstrate base configuration functionality - Conduct Discovery Sessions - To obtain an agreement on what is remaining to be delivered	Discovery Session(s) Summary	Functional and Integration Requirements Document
Phase III Development <i>Key Milestones</i> Solution Feature / Code / Configuration Complete	- To configure according to requirements and build the Solution components - To write associated test cases that Customer would execute for acceptance of the Solution	- Test Scenarios / Cases - User Acceptance Test Scripts - Base Solution Installed and Configured	- SmartWorks Software configuration - SmartWorks Software integration
Phase IV Testing <i>Key Milestones</i> User Acceptance Testing Complete	- To move the Solution to a known state of quality and ready for deployment - To train customer on their Solution	- Functional Testing Results - Integration Testing Results - User Acceptance Test (UAT) Results - Accepted Solution per UAT	- Functional and Process Training - User Acceptance Testing Support - Go-Live Plan Document
Phase V Deployment <i>Key Milestones</i> Solution Live	To move the Solution into a production environment state and transition support to the operations team	Solution Live	Installation Acceptance

To minimize project costs, the majority of project work will be performed at one of the SmartWorks' locations except for key project activities such as Discovery Sessions where face-to-face is deemed more effective for a successful project. Throughout the project, SmartWorks' Project Team will be engaged with Customer using WebEx sessions to review configuration work and provide remote support.

5.3. Implementation Timeline

The estimated duration to implement the SmartWorks Software within scope is approximately 8-10 months.

The actual duration and scheduling of project activities will be evaluated during the Initiation and Build phase and a detailed baseline Project Plan will be jointly created at that time.

A baseline plan will be delivered within fourteen (14) calendar days of the project Kick Off Meeting allowing Customer an opportunity to review the Project Plan over the next ten (10) business days. If Customer does not agree to the proposed Project Plan, Customer and SmartWorks will work collaboratively to develop a mutually agreeable plan within a reasonable timeline.

The Project Plan will include a project completion date (the date where project is completed based on the criteria in section 5.7 Project Completion Criteria). The Project Plan will be reviewed periodically during the project and may be revised. Changes to the project completion date will require a Change Order if it is mutually determined that the delay in completion is the fault of the Customer or Customer's third-party vendors.

5.4. Validation/Testing Approach

Systems Testing is an activity that is addressed through all Phases of the SmartWorks Software Implementation Methodology but is the focus of the Testing Phase.

To ensure that a quality Solution is delivered to Customer, the Testing Phase focuses on validating that the configured and developed Customer Solution performs per agreed upon requirements for each module. This includes four (4) main testing activities:

- **Unit Testing to test** individual Solution components to validate that each component meets the specifications set forth during the project.
- **Functional Testing** to test the core Solution components (Configuration, Interfaces, Reports, and Modifications) against agreed upon requirements as defined in the Functional and Integration Requirements Document based on the test cases and scenarios developed during the Development phase.
- **Integration Testing** to test the end-to-end process based on business processes and scenarios developed during the Development phase.
- **User Acceptance Testing** to provide Customer the opportunity to validate that Solution behaves per agreed upon requirements as defined in the Functional and Integration Requirements Document based on the test cases and selected scenarios collaboratively developed with Customer during the Development phase. User Acceptance Testing sign-off per agreed upon criteria is necessary to move to Deployment phase.

The progress for performing the three (3) testing activities will be logged into TeamSupport. At a minimum, the TeamSupport will include the following information:

- The test name
- The objective for performing the test

- A Description of the steps required to perform the test “**Test Script**”
- The expected result that will demonstrate the test is successful “**Test Acceptance Criteria**”
- The actual result observed after performing the test “**Test Result**”

Prior to commencing Functional Testing and Integration Testing activities, the Test Scripts and Test Acceptance Criteria will be documented in TeamSupport by SmartWorks using Test Scripts that have been defined by SmartWorks.

While performing testing activities, the tester will update the TeamSupport with the Test Result and will make a determination as to whether the result meets the Test Acceptance Criteria.

Functional Testing and Integration Testing will be performed by SmartWorks. User Acceptance Testing will be performed by Customer with support from SmartWorks.

5.4.1. User Acceptance Testing Procedure

Once Functional Testing and Integration Testing have been completed, and Customer staff has received Functional Process Training, Customer staff will have the necessary tools to perform User Acceptance Testing.

Prior to commencing User Acceptance Testing activity, the Test Scripts and Test Acceptance Criteria will be documented in TeamSupport by SmartWorks collaboratively with Customer.

Customer will have its own instance of The SmartWorks Software, loaded with its data, to train and test on. The Application SmartWorks assigned to Customer will provide the documents and training of the system to the staff. Training will be conducted onsite and using WebEx sessions, phone calls and documentation as needed.

Customer will have a defined period of time to perform User Acceptance Testing on the Solution (including testing in a live production environment) (the “**Acceptance Testing Period**”). The length of the Acceptance Testing Period will be defined in the Detailed Project Plan. This User Acceptance Testing Period will begin upon formal written notification from SmartWorks to Customer that the SmartWorks Software has been configured and is ready for testing. During such Acceptance Testing Period, both Parties shall work diligently and dedicate the appropriate resources to conclude the evaluation in a timely and efficient fashion.

If the Solution substantially meets the Functional and Integration Requirements Document, and substantially satisfies the testing criteria set forth in TeamSupport (together the “**Solution Acceptance Criteria**”), Customer will provide SmartWorks with written acceptance notice thereof, and the date of such notice to be the “**Actual Solution Acceptance Date**”.

In the event Customer determines that the results of a test do not meet the Solution Acceptance Criteria, following the initial User Acceptance Testing cycle, Customer will provide SmartWorks with written notice thereof, specifying in reasonable detail how the Solution failed to meet the Solution Acceptance Criteria. If Customer delivers to SmartWorks such notice of retesting, SmartWorks shall make all necessary corrections, repairs, fixes, modifications, or additions to or replacements of all or any part of the rejected SmartWorks Software as well as integrations for which SmartWorks is responsible so that it conforms to

and performs in accordance with the Solution Acceptance Criteria. SmartWorks will have a defined period of time **“Correction Period”** to correct any deficiency, after which the User Acceptance Testing will be resumed. The Correction Period will be defined in the Detailed Project Plan.

Should the Customer require additional testing outside of SmartWorks’ standard testing routines, such as for Disaster Recovery, these can be brought into scope via Change Order.

In the event retesting is required by Customer, the User Acceptance Testing process will then be repeated.

Customer shall not unreasonably reject or fail to accept the Solution based on any Severity 3 issues, as defined in the table below.

Severity Level	Description
1	• <i>System Down (Software Application, Hardware, Operating System, Database)</i> • <i>Program errors without workarounds</i> • <i>Incorrect calculation errors impacting one-third of records</i> • <i>Error messages preventing data integration and update</i> • <i>Performance issues of severe nature impacting critical processes</i> • <i>Security Issues</i>
2	• <i>System errors that have workarounds</i> • <i>Calculation errors impacting less than one-third of records</i> • <i>Reports calculation issues</i> • <i>Performance issues not impacting critical processes</i> • <i>Usability issues</i> • <i>Workstation connectivity issues (Workstation specific)</i>
3	• <i>Training questions, how to, or implementation of new processes</i> • <i>Aesthetic issues</i> • <i>Issues where a workaround is available for a large majority of cases</i> • <i>Recommendations for enhancements on system changes</i> • <i>Questions on documentation</i> • <i>Test environment issues or questions</i>

During the Acceptance Testing Period, Customer may in collaboration with SmartWorks, acting reasonably, extend the Acceptance Testing Period, the Correction Period, and the Expected Solution Acceptance Date (such that the extended Acceptance Testing Period shall expire on the revised Expected Solution Acceptance Date). During the Acceptance Testing Period, Customer should provide written notification to SmartWorks of any deficiency of a test result. Any issues identified after the end of the Testing Period will be address by SmartWorks according to the Support and Maintenance agreement.

5.5. Software Progression and Configuration Management

During the course of the project, updates are performed as described in the table below.

Phase(s)	Environment	Updates	Details
Initiation and Build Analysis Development	Pre-production	Configuration	Performed on an ongoing basis by SmartWorks Implementation Team. No Customer approval required.
		Software updates	Performed on an ongoing basis by SmartWorks Implementation Team. No Customer approval required.
		Software upgrades	<i>Not performed without prior agreement between SmartWorks and Customer.</i>
Testing	Pre-production	Configuration	Performed to address issues raised as a result of UAT.
		Software updates	Performed to address issues raised as a result of UAT. Release notes will be available upon request.
		Software upgrades	Not performed.
Deployment	Pre-production	Configuration	Performed for items related to Go-Live deployment activities.
		Software updates	Not performed, unless issues found during Go-Live deployment activities. <i>Requires agreement between SmartWorks and Customer.</i>
		Software upgrades	Not performed.
Deployment	Test*	Configuration	Can be performed by Customer to test additional configurations for Post Go-Live.
		Software updates	Not performed, unless exception scenario is encountered. <i>Requires agreement between SmartWorks and Customer.</i>
		Software upgrades	Not performed.
Post Go-Live	Pre-production & Test	Configuration	See Software Support Agreement
		Software updates	See Software Support Agreement
		Software upgrades	See Software Support Agreement

*Once the Test instance is setup during the Deployment phase, the migration of items (configuration, updates or upgrades) from Test to Production will be evaluated for each scenario and a plan will be agreed upon between Customer and SmartWorks.

5.6. Customer Resource Involvement

SmartWorks strongly believes that a successful implementation project requires that both Customer and SmartWorks resources work openly and collaboratively towards a common objective. As such, Customer's involvement will be required through all phases of the implementation project. SmartWorks also believes that the involvement of key Customer resources will help with the organizational change management activities that are essential to obtain acceptance of the new solution.

The factors that will determine the size of Customer's team includes the following:

- The level and expertise of each of the Customer Project Core Team members;
- The ability of Customer Project Manager to make decisions regarding the project;
- Whether current job responsibilities will interfere with Core Team responsibilities;
- The amount of business reengineering that Customer determines is necessary; and
- The number of personnel that Customer will use to run their Solution, which in turn affects the amount of training needed.

Based on SmartWorks' experience with other clients, the following list outlines the anticipated involvement of Customer throughout the implementation project, by phase.

Phase I: Initiation and Build

1. Work with the SmartWorks to develop the Project Schedule.
2. Identify users of the Solution.
3. Complete the Implementation Questionnaire provided by SmartWorks. This questionnaire provides SmartWorks with the technical and environmental details required to configure the SmartWorks Software.
4. Ensure that any third-parties required for the success of this project such as the AMI and CIS vendors have been informed and that they are ready to participate and contribute on an as-required basis.
5. Install VPN connection(s).
6. Assist with ensuring that SmartWorks Software is accessible from within Customer environment.

Phase II: Analysis

1. Ensure the staff members that have been identified to participate in Discovery Session(s) are available on dates agreed to and scheduled.

Phase III: Development

1. Provide and ensure all required technical staff are available on dates agreed to and scheduled.
2. Create User Acceptance Testing Plan, including Test scenarios.

Phase IV: Testing

1. Determine the appropriate staff to be trained.
2. Ensure the staff members that have been identified to participate in the training sessions are available on dates agreed to and scheduled.
3. Assist with Functional / Integrated Testing.
4. Conduct User Acceptance Testing.
5. Log issues in the SmartWorks TeamSupport system (a web-based issue tracking system). The issues logged in TeamSupport will be addressed by SmartWorks Consultants per triage and priority.
6. Assist SmartWorks in developing a Go-Live Plan Document.

Phase V: Deployment

1. Assist in activities as defined within the Go-Live Plan Document.

5.7. Project Completion Criteria

The Implementation Project is deemed complete once the following criteria have been met:

- An agreed upon sample of AMI meters representing different meter types and location classes have been installed and tested during User Acceptance Testing, within the project timeline indicated in section 5.3.
- Solution Acceptance has been given by Customer.
- SmartWorks Software Functionality within scope of this SOW has been deployed for a minimum of thirty (30) calendar days “Post Implementation Grace Period”.
- Severity Level 1 issues identified during the Post Implementation Grace Period have been addressed. The Severity Matrix Table presented in section 5.4.1, defines the Severity Level 1 issues.

Customer will be transitioned to support upon completion of the project. Severity Level 2 and 3 issues logged in TeamSupport within the first three (3) weeks of the Post Implementation Grace Period will be reviewed by the Implementation Team prior to the transition to support and if possible, will be addressed prior to the end of the Grace Period. After the transition to support all outstanding Severity Level 2 and 3 issues will be addressed following the Master Support and Maintenance Agreement.

5.7.1.Completion Criteria Summary

Milestone	Deliverable/ Completion Criteria	Assumptions/Dependencies	Timeline* Provided only as guideline in SOW. The agreed upon project schedule will supersede the information included in this column	% Services
Contract execution		Agreements signed by all parties		5%
Software installation	Pre-production system provisioned	Introduction call between SmartWorks and Customer Project Managers held prior to installation	- Within 2 months from Contract signing - Month 1	5%
Kick off Session held	- Team Introduction - Confirm project planning and review of Statement of Work - Initial review of Data Mapping requirements and implementation Questionnaire	Data Mapping requirements and implementation Questionnaire have been presented but will be updated throughout the project	- Within 1 month of Software Installation - Month 1 Assumptions: - Depends on the availability of resources from CoHP, AMI, CIS	5%
Initial DataSync delivered	- Initial Data Mapping requirements completed - DataSync completed for pre-defined test meters - Compass Overview training session has been delivered	- Customer provided timely input for the documentation presented during Kick Off - Acceptance only includes pre-defined test meters 3rd parties provided requested data as per agreed upon schedule	5 months from the Kick Off meeting - Month 5 Assumptions: - Connectivity with CIS is established	5%
Initial AMI integration delivered	- Initial Implementation Questionnaire completed - AMI data populated in MDM for pre-defined test meters - Compass Overview training session has been delivered	- Customer provided timely input for the documentation presented during Kick Off - Acceptance only includes pre-defined test meters 3rd parties provided requested data as per agreed upon schedule	5 months from the Kick Off meeting - Month 5 Assumptions: - Connectivity with AMI is established	5%
Delivery of navigation training session	Training as described in section 2.8.6 has been delivered.	- Users can access the system - Preliminary data (datasync and AMI) has been populated	Month 6	2.5%

Milestone	Deliverable/ Completion Criteria	Assumptions/Dependencies	Timeline* Provided only as guideline in SOW. The agreed upon project schedule will supersede the information included in this column	% Services
Delivery of requirements document	- Discovery Sessions have been held (as outlined in Section 2.8) - Initial requirements documents have been delivered to Customer for review	- Acceptance linked to initial delivery of documents - Customer will complete review and comment on each draft of the Requirements Document within 10 Business Days to maintain adherence to the project schedule.	- Within 1 month of Processes and System Review Session - Month 7	2.5%
Completion of AMI integration	Integration as defined in section 3.1 of the SOW have been delivered	Final requirements documents have been approved	- Within 2 months of Processes and System Review Session - Month 8	5%
Completion of CIS DataSync integration	Integration as defined in section 3.2.1 of the SOW have been delivered	Final requirements documents have been approved	- Within 2 months of Processes and System Review Session - Month 8	5%
Completion of CIS billing integration	Integration as defined in section 3.2.2 of the SOW have been delivered	Final requirements documents have been approved	- Within 2 months of Processes and System Review Session - Month 8	5%
Completion of Service Order integration	Integration as defined in sections 3.2.3 and 3.2.5 of the SOW have been delivered	Final requirements documents have been approved	- Within 2 months of Processes and System Review Session - Month 9 Assumptions: - Business rules to be automated are identified by CoHP - Requirements are outline by CoHP for SO Integration by Processes and System review session	5%
Completion of Functional and Process Training	- Software modules as defined in section 2.5.1 and 2.5.2 available - Training as defined in section 2.8 has been delivered (only includes MeterSense MDM and KPI Dashboard training)	- SmartWorks provides agenda prior to training - SmartWorks provides training plan prior to training - Customer is engaged and completes training exercises - Configuration has been completed, as mutually agreed upon between SmartWorks and Customer PMs	- Within 1 month from completion of initial AMI and CIS integration - Month 10	5%

Milestone	Deliverable/ Completion Criteria	Assumptions/Dependencies	Timeline* Provided only as guideline in SOW. The agreed upon project schedule will supersede the information included in this column	% Services
Completion of Automated Move-In/Move-Out module and Automated Disconnect/Reconnect module	- Software module as defined in sections 2.5.3 and 2.5.4 available - Training as defined in section 2.8 has been delivered for these modules	- SmartWorks provides agenda prior to training - SmartWorks provides training plan prior to training - Customer is engaged and completes training exercises - Configuration and integrations have been completed, as mutually agreed upon between SmartWorks and Customer PMs	- Within 2 months of Processes and System Review Session - Month 10	5%
Silverblaze integration completed	Integration as defined in section 3.5 of the SOW have been delivered	Final requirements documents have been approved	Month 11	2.5%
Completion of UAT	- Test results documented by Customer - Severity level 1 tickets have been addressed	- Test scripts have been defined by Customer - Customer resources are available to perform testing for a period of 10 business days - Tickets logged after completion of UAT will not delay acceptance	- Month 12 Assumptions - Completion of all integrations	5%
Post SAT Support	100hrs of SAT Support	UAT has been completed and customer has gone live	Month 13-14	5%
Transition to Support	Transition to Support meeting has been held		Month 15	5%
Completion of Transformer Loading Analysis module	- Software module as defined in section 2.5.5 available - Training as defined in section 2.8 has been delivered for this module	- SmartWorks provides agenda prior to training - SmartWorks provides training plan prior to training - Customer is engaged and completes training exercises - Configuration and integrations have been completed, as mutually agreed upon between SmartWorks and Customer PMs	To be implemented post Go Live	2.5%

Milestone	Deliverable/ Completion Criteria	Assumptions/Dependencies	Timeline* Provided only as guideline in SOW. The agreed upon project schedule will supersede the information included in this column	% Services
Completion of Voltage Analysis module	- Software module as defined in section 2.5.6 available - Training as defined in section 2.8 has been delivered for this module	- SmartWorks provides agenda prior to training - SmartWorks provides training plan prior to training - Customer is engaged and completes training exercises - Configuration and integrations have been completed, as mutually agreed upon between SmartWorks and Customer PMs	To be implemented post Go Live	2.5%
Completion of Line Loss Analysis module	- Software module as defined in section 2.5.7 available - Training as defined in section 2.8 has been delivered for this module	- SmartWorks provides agenda prior to training - SmartWorks provides training plan prior to training - Customer is engaged and completes training exercises - Configuration and integrations have been completed, as mutually agreed upon between SmartWorks and Customer PMs	To be implemented post Go Live	2.5%
Completion of Leak Detection and Notification module	- Software module as defined in section 2.5.8 available - Training as defined in section 2.8 has been delivered for this module	- SmartWorks provides agenda prior to training - SmartWorks provides training plan prior to training - Customer is engaged and completes training exercises - Configuration and integrations have been completed, as mutually agreed upon between SmartWorks and Customer PMs	To be implemented post Go Live	2.5%

Milestone	Deliverable/ Completion Criteria	Assumptions/Dependencies	Timeline* Provided only as guideline in SOW. The agreed upon project schedule will supersede the information included in this column	% Services
Monthly PM/meeting Fee	25 hours/month	- A monthly PM fee will be charged to Customer for the duration of the project, until the Transition to Support occurs. - These tasks include: weekly project teams attended by Project Manager, Technical Consultant, and Business Consultant; Project Manager meetings; meeting agenda and minutes.		12.5%

6. Assumptions

The Services, fees and delivery schedule for this project are based upon the following assumptions:

1. **This SOW defines the scope of work for SmartWorks and does not include any work or expenses required from other vendors including GIS, AMI, CIS, etc.**
2. This project currently has, and will continue to have, the support of senior Customer management and will be assigned sufficient priority with respect to other projects to ensure its success.
3. Customer will assign a Project Manager to act as an internal resource and guide throughout this project.
4. Customer will secure the appropriate staff in a timely fashion in order to discuss or review the various materials produced when required, provided SmartWorks gives reasonable notice of such request.
5. SmartWorks will provide a written agenda and notice of any prerequisites prior to any onsite or remote sessions.
6. SmartWorks will provide adequate resources to support the efforts to complete the project as scheduled and within the constraints of the project budget.
7. SmartWorks will provide the resumes for resources assigned to the project upon 's request.
8. The SmartWorks Solution implementation is dependent upon accurate and timely information cooperation and delivery of third-party vendors solutions in order to achieve functional integration. SmartWorks will identify those dependencies to Customer and create a mutually agreed schedule to provide the assistance and information. Customer will ensure the cooperation and involvement of third-party vendors on or before the agreed schedule date. Failure to achieve delivery of the identified dependency on the agreed schedule will result in a change order being issued.
9. Customer will secure, as required and in a timely fashion, the assistance and cooperation of third-party vendors (e.g. CIS, AMI, OMS) to ensure a successful implementation. A Change Order will be created if the third-party vendor is unavailable or non-cooperative and as such results in an impact to the schedule or effort.
10. Third-Party vendor solutions are able to provide data required by the SmartWorks Software as well as accept information provided by the SmartWorks Software.
11. All third-party software and hardware products are assumed to perform correctly in Customer environment, in accordance with the appropriate third-party vendor's specifications.
12. Any upgrade to third-party software resulting in changes to the initial integrations requirements, will be subject to a Change Order during implementation. A separate quote will be issued after transition to Support has occurred.
13. All documentation provided by Customer shall be up-to-date and accurate or if that is not the case, advise SmartWorks as such.
14. All network components supplied by Customer are working properly and are free of defects and will meet minimum industry standards provided during the project.
15. To minimize project costs, the majority of project work will be performed at one of the SmartWorks' locations except for project activities where onsite is deemed more effective.

16. Customer will provide the appropriate monitored remote access to its network, facilities, and systems as may be required to perform activities from one of SmartWorks' locations. SmartWorks shall abide by all rules and directions of Customer when accessing Customer's network, facilities or. A Change Order will be created if appropriate remote access to its network is not available during agreed upon business hours, resulting in project delay or additional fees.
17. Any items not explicitly identified within this document are considered out of scope. Any changes to those responsibilities and/or deliverables will be considered a change in scope for the project. Any proposed change to the project scope must be put into written format and be submitted to SmartWorks during this project for review and consideration.

7. Document Acceptance and Sign-off

Accepted on this day by:

[Customer]

**N.Harris Computer Corporation (Harris Utilities,
SmartWorks)**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A – Change Order Template

Harris Utilities SmartWorks Change Order

This document defines the work to be performed by the Harris Utilities, SmartWorks division of N. Harris Computer Corporation (herein referred to as “SmartWorks”) for [Customer] (herein referred to as “Customer”), upon authorization to proceed from Customer.

Date: <Date>

Change Order #: <xx>

Customer: <Customer>

Customer Contact: <Name of Requester/Technical Contact>

Description of Change: <Title of Change Order>

Related Documents

1. This Change Order is subject to the terms and conditions of the Software License Agreement, Support and Maintenance Agreement, Software Implementation Services Agreement and Hosting Services Agreement between [Customer] and N. Harris Computer Corp. signed <date signed>
2. This Change Order describes a change from the scope or schedule defined in<Statement of Work (SOW) details>
3. (other related documents such as Technical Specification Documents)

Scope of Change

<Describe changes to be made>

Assumptions and Constraints

1. <List any applicable assumptions/constraints>

Schedule Impact

<Identify schedule impact, if any>

Change Order Effort

Description	Estimated Effort (Hours)
Work Description 1	0
Work Description 2	0
Project Total	0

Change Order Fees

Support and Maintenance

Monthly Support & Maintenance fees may be adjusted based on the increased functionality or complexity resulting from this scope of work.

Taxes

Fees exclude any applicable taxes.

Validity

The price estimate is valid for a period of thirty (30) days from the quote submission. Customer may request this date to be extended.

Scope Changes

If there are material changes to the scope or SmartWorks' understanding of the scope, the price estimate is subject to change.

- The discounted hourly rate for Change Orders during the scope of the implementation project, until the go-live milestone is achieved, will be USD \$230.00
- The Support & Maintenance fees may be adjusted accordingly as well.

It is expected that once the deliverables included in the Statement of Work have been delivered and the project is closed, all future services (including but not limited to training, customization, consulting) will be delivered using SmartWorks Standard hourly rate applicable at the time of the request for services.

Change Order Payment Schedule

Customer will be invoiced based on the following payment fees and schedule. All prices are in USD.

Description	Payment	
(Milestone A TBD)	X%	\$0.00
(Milestone B TBD)	X%	\$0.00
Total	100%	\$0.00
Additional Annual Support & Maintenance fees		\$0.00
Notes: • This fee is intended to cover support and maintenance activities anticipated for new functionality provided in this quote. • The fee will be applied upon installation in test environment (or production if a test environment is not available). • The first-year fee will be pro-rated to align with Customer's existing maintenance payment schedule. Annual fees are subject to change as defined in the Support and Maintenance Agreement.		

Invoices are payable on a net 30-day basis.

Change Order Acceptance and Sign-off

A signature below will serve as authorization to proceed with the work defined in this document.

Please sign and return this document to [Project Manager]:

- Fax: 613-482-4874
- Email: [projectmanager]@harriscomputer.com

☐ Approval to Proceed

Please provide both an authorized signature for sign-off on this Change Order, and a technical contact where we should be directing Technical Issues.

Print Name (Authorized signature)	Signature	Date
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Name (Technical Contact)	e-mail	Phone Number
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N. Harris Computer Corporation

SmartWorks manager authorized to sign this Change Order

Print Name (Authorized signature)	Signature	Date
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If you have any questions or need further information, please feel free to contact the Project Manager noted above.

Software License and Services Agreement

This **Software License and Services Agreement** (the “**Agreement**”), is entered into on **XXX**, 202**X** (the “**Effective Date**”) by and between **XXX** (“**Customer**”) and N. Harris Computer Corporation of 1 Antares Drive, Suite 400, Ottawa, Ontario K2E 8C4 (“**SmartWorks**”).

NOW THEREFORE, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Interpretation.

(a) Definitions. In this Agreement the following expressions shall have the meanings indicated below. Other terms are defined in the body of this Agreement.

“**Customer Data**” means all data, including without limitation all text, sound, video, or image files, and software, that are provided by or on behalf of Customer to SmartWorks and all other content transmitted, posted, received, or created through Customer or its customers’ use of the Software.

“**Confidential Information**” shall mean the Software, and any information which is confidential in nature or that is treated by SmartWorks as being confidential which is disclosed by SmartWorks or obtained by Customer in connection with this Agreement, whether such information is in oral, written, graphic or electronic form, which: is (i) marked “Confidential,” “Restricted,” or “Proprietary Information” or other similar marking, (ii) known by the Customer to be considered confidential or proprietary, such as the Software, or (iii) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party’s employees or independent contractors who have not had access to or use of the other party’s Confidential Information which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction;

“**Documentation**” means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, and supporting materials, as may be amended or supplemented from time to time and delivered to Customer by SmartWorks;

“**Fees**” means the License Fees, Maintenance and Support Fees, and any other applicable fees set out in Schedule “A” to this Agreement;

“**Customer Confidential Information**” means non-public information or material disclosed by Customer to Harris during the Term that is (i) marked “Confidential”; or (ii) should reasonably be known or understood to be confidential by an individual exercising reasonable commercial judgment in the circumstances. Customer Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of Harris; (ii) was previously known to Harris; (iii) is rightly received by Harris from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by Harris without reference to or use of Customer Confidential Information. Customer Confidential Information does not include Customer Data.

“**Intellectual Property Rights**” shall mean any proprietary right, including but not limited to those provided under: (i) patent law; (ii) copyright law; (iii) trade-mark law; (iv) design patent or industrial design law; or (vi) any other statutory provision or common law principle that may provide a right in either (a) ideas, formulae, algorithms,

concepts, inventions or know-how; or (b) the expression of such ideas, formulae, algorithms, concepts, inventions or know-how;

“License Fees” means the fees to be paid by Customer in respect of the license rights to use the Software, as set out in Schedule “A”;

“Maximum Channels” means the maximum number of channels [or existing systems and connected devices such as Supervisory Control and Data Acquisition (SCADA) and sensors in the emerging Internet of Things (IoT)] that collect data regarding electricity being consumed by a customer of Customer or collect data regarding electricity provided by a customer to Customer, with which Customer is authorized to use the Software as specified in Schedule “A”.

“Maximum Meters” means the maximum number of meters with which Customer is authorized to use the Software as specified in Schedule “A”.

“Maintenance and Support Fees” means the fees for the Maintenance and Support Services set out in Schedule “A”;

“Maintenance and Support Services” means maintenance and support services to be provided by SmartWorks pursuant to the terms and conditions of Schedule “B”;

“Open Source License” means terms that, as a condition of use, copying, modification or redistribution of software, require that such software and/or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge, including without limitation software distributed under the GNU General Public License or GNU Lesser/Library GPL;

“Professional Services” means those implementation, training, consulting, data conversion and other professional services described in Schedule “A” or an SOW.

“Professional Services Fees” means the fees to be paid by Customer for the Professional Services as set out in Schedule “A” or an SOW.

“Required Hardware” shall have the meaning set out in Section 6(b);

“Required Programs” shall have the meaning set out in Section 6(a);

“Software” means the object code version of the SmartWorks software products listed in Schedule “A” and includes any Updates or Upgrades that have been provided to Customer as part of the Maintenance and Support Services. Third Party Software is not included in the definition of Software except where this Agreement explicitly states otherwise;

“Statement of Work” or **“SOW”** means the statement of work attached as Schedule “C” or any future statement of work executed by the parties from time to time, each of which is governed by and integrated into this Agreement and each of which sets out the Professional Services to be provided by SmartWorks.

“Third Party Software” means third party software products licensed to Customer by the applicable third party licensors. Future Releases of the Software may require alternate third-party software to be upgraded or licensed by Customer, which will be subject to a third party license agreement between Customer and the relevant third-party software licensor;

“Updates” means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality that SmartWorks or its authorized reseller makes generally available to its customers as part of its Maintenance and Support Services;

“Upgrades” means a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software,

that SmartWorks or its authorized reseller makes generally available to its customers subject to the payment of additional fees; and

“**User(s)**” means any employee or legal agent of Customer.

b) Schedules

The Schedules described below and attached to this Agreement shall be deemed to be integral parts of this Agreement.

Schedule “A” - Software, Maximum Meters, Maximum Channels, Fees

Schedule “B” - Maintenance and Support Services

Schedule “C” – Statement of Work

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control unless otherwise expressly stated in the provision giving rise to the conflict or inconsistency.

2. Term

(a) **Initial Term.** The initial term of this Agreement will be for a period of ten (10) years commencing on the Effective Date (the “**Initial Term**”), unless terminated in accordance with Section 13.

(b) **Extended Term.** SmartWorks will deliver written notice of its then current Fees at least one twenty (120) days prior to the end of the Initial Term. Customer will provide written notice to SmartWorks at least sixty (60) days prior to the end of the Initial Term if it intends to renew this Agreement for an additional five (5) year period (the “**Renewal Term**”).

(c) The Initial Term and Extended Term will together be referred to as the “**Term**”.

3. Fees

In consideration of receiving the license rights granted in this Agreement, and the Maintenance and Support Services, Customer agrees to pay to SmartWorks or its authorized reseller the License Fees, and Maintenance and Support Fees in advance in accordance with the payment terms set out in Schedule “A”. All Fees are non-refundable. Unless otherwise specified, all references to amounts of money in this Agreement and the related Schedules refer to U.S. currency. Maintenance and Support Fees may increase on an annual basis by the greater of the following: (i) CPI, being the most recently published 12-month rate of change in the OECD Consumer Prices All Items – Total Index for the United States, expressed as a percentage; and (ii) five percent (5%). The Fees and any other fees set out in this Agreement are exclusive of taxes. Customer agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on SmartWorks’ net income). Customer shall reimburse SmartWorks for all travel and out of pocket expenses incurred in connection with any Customer request for onsite services.

If any Fees are not paid when due, and in any event within ten (10) days of receiving written notice of outstanding Fees, then at SmartWorks’ discretion, (a) such Fees may accrue late interest at the rate of 1.5% (18% per annum) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such fee was due until the date paid.

4. License Grant

(a) Subject to the terms and conditions of this Agreement including, without limitation, the payment of the License Fees, SmartWorks hereby grants to Customer a personal, perpetual (subject to Section 13), non-exclusive, non-transferable, limited license (without any right to sublicense):

- (i) to install and allow Users to use the Software with up to the Maximum Channels and Maximum Meters in accordance with the Documentation solely for Customer's internal business purposes; and
 - (ii) to make one (1) archival backup copy of the Software and to copy the Documentation; provided that Customer must reproduce any copyright or other notice marked on any part of the Software and Documentation on all authorized copies and must not alter or remove any such copyright or other notice.
- (b) Use of the Software on any system that (i) does not meet the Required Programs and Required Hardware requirements set out in Section 6 voids all warranties with respect to the Software and relieves SmartWorks of any obligation to provide Maintenance and Support Services.
- (c) The license rights granted in this Section 4 do not include the right to use any Third Party Software.
- (d) Restrictions Without limiting the generality of Section 4, and in addition to the other restrictions listed therein, Customer shall not, and will not allow, direct or authorize (directly or indirectly) any third party to: (i) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to derive, reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (ii) modify, translate, or create derivative works of the Software or Documentation or merge all or any part of the Software with another program; (iii) give away, rent, lease, lend, sell, sublicense, distribute, transfer, assign, or use the Software for timesharing or bureau use or to publish or host the Software for use by any third party; (iv) take any actions that would cause the Software to become subject to any Open Source License or quasi-open source license agreement; and (v) use the Software in any manner for purposes of (A) developing, using or providing a competing software product or service; (B) copying any ideas, features, functionality or graphics of the Software; or (C) knowingly allow access to any competitor of SmartWorks.
- (e) Customer acknowledges and agrees that any breach of this Agreement by its Users shall constitute a breach by Customer.

5. Ownership

- (a) The Software, Documentation, related materials, and other information relating to the Software or used in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the Customer are and shall remain the sole and exclusive property of SmartWorks, its licensors and/or its affiliates and Customer acknowledges and agrees that all Intellectual Property Rights therein are and shall remain with SmartWorks, its affiliates and/or its licensors. Any rights not expressly granted herein are reserved by SmartWorks. Customer may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software, the Documentation, Third Party Software and related material supplied by SmartWorks. Customer shall report to SmartWorks any infringement or misappropriation of SmartWorks Intellectual Property Rights or other rights in the Software or the Documentation of which Customer becomes aware. Customer hereby grants to SmartWorks a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Software, and any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the Software.
- (b) In order to assist SmartWorks with the protection of its proprietary information and Confidential Information and to enable SmartWorks to ensure that the Customer is complying with its obligations, during the Term and for a period of two (2) years thereafter, Customer shall permit Harris, upon reasonable notice, to visit during normal business hours any premises at which the Software is used or installed and shall provide SmartWorks with access to its Software. Such audit shall be at SmartWorks' expense, however, in the event that the audit reveals that Customer is in violation of the usage terms of this Agreement, Customer shall reimburse SmartWorks for such expenses and promptly pay any additional License Fees and Maintenance and Support Fees not properly licensed or paid, such fees will be invoiced at SmartWorks' then current rate.

6. Required Programs and Hardware

- (a) Customer acknowledges that the use of the Software shall require that Customer obtain and install

additional required minimum third-party software programs as set out in the Documentation and modified from time to time by SmartWorks (the “**Required Programs**”). Customer agrees that the purchase of the Required Programs shall be at Customer’s sole cost and that the cost thereof is not included in the fees herein, including for any future updates about which Customer is provided with commercially reasonable advance notice.

(b) Customer acknowledges that the use of the Software requires that Customer have, at a minimum, hardware necessary to run SmartWorks programs as set out in the Documentation and modified from time to time by SmartWorks (the “**Required Hardware**”).

7. Third Party Software

(a) In the event that SmartWorks shall distribute to Customer any Third Party Software, Customer shall pay to SmartWorks in full in advance the license fees listed on the SmartWorks website at www.SmartWorks.com for the Third Party Software. Such license fees are exclusive of taxes. Customer agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on SmartWorks’ net income). It is acknowledged by the parties that in the event that any Third Party Software is provided by SmartWorks to Customer pursuant to this Agreement, such Third Party Software shall be distributed to Customer by SmartWorks subject to the terms and conditions of the applicable license agreement for such Third Party Software to be entered into directly between Customer and the owner/licensor of such Third Party Software. SmartWorks makes no warranties, express or implied, with respect to the Third Party Software, including, without limitation, their merchantability or fitness for a particular purpose and SmartWorks accepts no liability of any kind whatsoever with respect to the Third Party Software. Any warranty Customer has with respect to the Third Party Software shall be solely provided by the Third Party Software licensor except where this Agreement may expressly state otherwise. Customer shall be responsible for the installation of any Third Party Software unless otherwise agreed by SmartWorks in writing.

8. **Professional Services.**

(a) Subject to the terms and conditions of this Agreement, SmartWorks shall provide the Professional Services to Customer in accordance with Schedule “C”.

(b) SmartWorks shall perform the Professional Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. SmartWorks shall determine in its sole discretion the manner and means by which the Professional Services shall be performed. SmartWorks will communicate openly with Customer in its methodology, manner and means.

9. Maintenance and Support Services

Subject to the payment of the Maintenance and Support Fees, Maintenance and Support Services will be provided by SmartWorks in accordance with the Standard Maintenance and Support Services Terms for SmartWorks Products set forth in Schedule “B”.

10. Confidential Information and Customer Confidential Information.

(a) Confidential Information. Customer agrees:

- (i) to keep confidential any and all Confidential Information with respect to SmartWorks which it has received or may in the future receive in connection with this Agreement and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of SmartWorks from unauthorized use, disclosure, copying or publication;
- (ii) not to use the Confidential Information of SmartWorks other than in the course of exercising its rights or performing its obligations under this Agreement;
- (iii) not to disclose or release such Confidential Information except to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in

connection with the subject matter of this Agreement, provided that Customer shall first give reasonable notice to SmartWorks prior to such disclosure so that it may obtain a protective order or equivalent and provided that the Customer shall comply with any such protective order or equivalent;

- (iv) not to disclose or release such Confidential Information to any third person without the prior written consent of SmartWorks, except for authorized employees or agents of Customer who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of SmartWorks' Confidential Information as this Agreement; and
- (v) to take such actions as may be reasonably necessary to enforce its agreements with its employees and agents, including commencing legal proceedings.

(b) Customer Confidential Information. SmartWorks agrees:

- (i) to keep confidential any Customer Confidential Information which it may receive in connection with this Agreement and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Customer Confidential Information from unauthorized use, disclosure, copying or publication;
- (ii) not to use the Customer Confidential Information other than in the course of exercising its rights or performing its obligations under this Agreement;
- (iii) not to disclose or release Customer Confidential Information except to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that SmartWorks shall first give reasonable notice to Customer prior to such disclosure so that it may obtain a protective order or equivalent; and
- (iv) not to disclose or release Customer Confidential Information to any third person without the prior written consent of Customer, except for authorized employees or agents of SmartWorks who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of Customer Confidential Information as this Agreement.

11. Warranty

(a) **Limited Warranty.** SmartWorks warrants to Customer that as long as Customer has paid all Maintenance and Support Fees to obtain Maintenance and Support Services, the Software will perform substantially in accordance with the Documentation when properly used and in the manner specifically contemplated by the Documentation, the terms of this Agreement and where Customer has installed the Required Programs and on the Required Hardware. In the event the Software does not substantially conform to the Documentation, Customer promptly notifies SmartWorks of the nature of the failure and such additional information regarding the failure as SmartWorks may reasonably request and the error can be reproduced by SmartWorks, SmartWorks shall make commercially reasonable efforts to provide a suitable workaround, repair or replace the non-conforming Software in accordance with the Maintenance and Support Services. The foregoing shall be Customer's sole and exclusive remedy for breach of the exclusive warranty in this Section 10(a).

(b) **Exclusions to SmartWorks Warranty.** SmartWorks shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of SmartWorks, including but not limited to:

- (i) Where the installation, integration, modification or enhancement of the Software has not been carried out by SmartWorks or its authorized agent, or where Customer has taken any action which is expressly prohibited by the Documentation or this Agreement;
- (ii) Any combination of the Software with any software, equipment or services not supplied, recommended or authorized by or on behalf of SmartWorks other than the Required Programs and Required Hardware;

- (iii) Use of the Software on any system that (i) does not meet any of the Required Programs and Required Hardware requirements set out in Section 6 or (ii) exceeds the Maximum Meters or Maximum Channels.
- (iv) User error, or other use of the Software in a manner for which it was not intended or other than as permitted in this Agreement;
- (v) Customer's failure to install a new Update which has been released to remedy an error or bug, and which SmartWorks has stated to Customer is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as SmartWorks may determine is important in its sole discretion;
- (vi) SmartWorks personnel are not given full, free and safe access to the facility where the Software is installed during attempts to remedy an error;
- (vii) Customer's failure to upgrade hardware to meet the demands of any upgraded Software or improvements in Software functionality; which SmartWorks has stated to Customer is required;
- (viii) Customer's computer(s), network or other hardware malfunctioned and the malfunction caused the defect, or any other event of force majeure as set out in Section 15(h);
- (ix) Any failures, losses or errors resulting from or related to hosting services used in connection with the Software, including without limitation, any harmful actions of Users or third parties, or resulting from corrupt data (for greater certainty, Customer is not permitted to use a third party to host the Software, such hosting services may only be provided by SmartWorks' service providers or where applicable its authorized reseller's service providers that have been approved by SmartWorks in advance in writing); or
- (x) Any failure of the Software due to external causes such as, but not limited to, power failures or electrical surges.

(c) Customer Warranty.

Customer represents and warrants to SmartWorks that it shall comply with all applicable laws in connection with its use of the Software and in its performance under this Agreement including but not limited to those laws regarding restrictions on exports and economic sanctions including end-user, end use and destination restrictions by Canadian, U.S. and other governments related to SmartWorks and its service providers products, services and technologies, and the U.S. Export Administration Regulations, and the International Traffic in Arms Regulations).

(d) Disclaimer.

TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 10(A) THE SOFTWARE IS LICENSED, THE MAINTENANCE AND SUPPORT SERVICES, ALL DOCUMENTATION AND OTHER MATERIALS AND SERVICES ARE PROVIDED TO CUSTOMER, "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

SMARTWORKS, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE DOCUMENTATION, THE PROFESSIONAL SERVICES, THE MAINTENANCE AND SUPPORT SERVICES, AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

12. Intellectual Property Indemnity

(a) In the event that there is a third party claim against Customer alleging that Customer's use of the Software in accordance with this Agreement constitutes an infringement of a valid United States or Canadian patent, copyright, trade-mark or trade secret, SmartWorks shall, at its expense, defend Customer and pay any amounts finally awarded against Customer by a court of competent jurisdiction or agreed to in a settlement approved by

SmartWorks in advance, provided that: (i) Customer gives SmartWorks prompt written notice of any such claim and full opportunity to defend the same; (ii) Customer has not made any admissions or entered into settlement negotiations either prior to or after providing notice to SmartWorks of the applicable claim except with SmartWorks' prior written consent, (iii) SmartWorks has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; and (iv) Customer assists and provides information to SmartWorks throughout the action or proceeding.

(b) SmartWorks' liability for any claims under this Section 11 shall be reduced to the extent such claim arises from: (i) alterations or modifications to the Software by Customer or a third party in any manner whatsoever except with the prior written consent of SmartWorks; (ii) combination, integration or use of the Software with software, hardware or other materials other than the Required Hardware and Required Software where such claim would not have arisen but for such combination, integration or use; (iii) use of the Software other than in compliance with this Agreement; (v) compliance with the Customer's written instructions or specifications; or (vi) use of the Software after notice from SmartWorks that it should cease due to possible infringement.

(c) In the event that Customer's use of the Software is finally held to be infringing or SmartWorks deems that it may be held to be infringing, Customer agrees that SmartWorks shall have the right, in SmartWorks' sole discretion to: (1) procure for Customer the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing.

(d) The foregoing states SmartWorks' entire liability, and Customer's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other intellectual property and property interest rights relating to the Software, or any part thereof or use thereof. The indemnity provisions of this Section 11 shall not apply to any Third Party Software.

13. Limitation of Liability.

(a) TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SMARTWORKS, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, FOR LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(b) SMARTWORKS, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE, AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY SMARTWORKS IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED IN THE AGGREGATE THE FOLLOWING: (I) WITH RESPECT TO THE SOFTWARE, AN AMOUNT THAT IS EQUAL TO THE SOFTWARE LICENSE FEES PAID BY CUSTOMER TO SMARTWORKS UNDER THIS AGREEMENT LESS A USAGE CHARGE BASED ON AN AMORTIZATION PERIOD OF FIVE YEARS; (II) WITH RESPECT TO THE MAINTENANCE AND SUPPORT SERVICES, AN AMOUNT THAT IS EQUAL TO MAINTENANCE AND SUPPORT FEES PAID TO SMARTWORKS BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE DATE OF THE CLAIM; AND (III) WITH RESPECT TO PROFESSIONAL SERVICES, AN AMOUNT THAT IS EQUAL TO THE PROFESSIONAL SERVICES FEES PAID TO SMARTWORKS BY CUSTOMER UNDER THE STATEMENT OF WORK GIVING RISE TO THE CLAIM.

(c) THE LIMITATIONS SET FORTH IN SECTION 13(B) SHALL NOT APPLY TO: (I) SMARTWORKS' OBLIGATION TO DEFEND OR INDEMNIFY CUSTOMER PURSUANT TO SECTION 12 (*INTELLECTUAL PROPERTY INDEMNITY*); (II) GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUDULENT CONDUCT; OR (III) DAMAGES ARISING FROM HARRIS' FAILURE TO COMPLY WITH ITS OBLIGATIONS TO MAINTAIN THE CONFIDENTIALITY OF CUSTOMER CONFIDENTIAL INFORMATION AS SET FORTH IN SECTION 10(B) (*CUSTOMER CONFIDENTIAL INFORMATION*).

14. Termination. This Agreement may be terminated as follows:

(a) If either party is in material breach of any of its obligations or any provision under this Agreement, the other party must notify the breaching party in writing of such default (a "**Default Notice**"). Upon receipt of a Default Notice, the breaching party must correct the default within ninety (90) days, or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to correct the default within such ninety (90) day period, and did not issue a notice disputing the alleged default within such thirty (30) day period, the other party may terminate this Agreement upon written notice to breaching party to that effect

(b) If Customer has failed to pay any of the Fees when due, then SmartWorks shall have the right to terminate this Agreement effective immediately upon written notice to that effect. If Customer has failed to pay any Maintenance and Support Fees when due, SmartWorks may, at its option, suspend Maintenance and Support Services until all outstanding Maintenance and Support Fees have been paid in full and/or exercise its right to terminate this Agreement in accordance with this section.

(c) Notwithstanding any other provision of this Agreement, if the Customer breaches (i) any term of Section 4, Section 7, or any other Intellectual Property Right of SmartWorks; or (ii) its confidentiality obligations under Section 9, then SmartWorks shall have the right to terminate this Agreement effective immediately upon written notice to Customer to that effect.

(d) Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favourably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

(e) Either party may terminate this Agreement on ten (10) days written notice if a Force Majeure Event (as defined in Section 16.(h)) continues for more than one hundred and twenty (120) days.

15. Effects of Termination.

Upon termination of this Agreement for any reason, all license rights granted to Customer under Section 4 shall cease and Customer must destroy all copies of the Software not otherwise removed by SmartWorks and shall return or destroy all copies of any Confidential Information of SmartWorks and certify same to SmartWorks. All warranties related to the Software shall automatically terminate upon termination of this Agreement. All outstanding Fees owed by Customer to SmartWorks associated with such termination shall be immediately due and payable. Except as otherwise expressly provided in this Agreement, termination of this Agreement shall be without prejudice to any other right or remedy to which either party may be entitled to in law or in equity.

16. General

(a) Entire Agreement. This Agreement supersedes all prior representations, arrangements, negotiations, understandings and agreements between the parties, both written and oral, relating to the subject matter hereof and shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. The terms of this Agreement may not be changed except by an amendment signed by the authorized representative of each party.

(b) Equitable Relief. Customer acknowledges and agrees that it would be difficult to compute the monetary loss to SmartWorks arising from a breach or threatened breach of this Agreement and that, accordingly, SmartWorks will be entitled to specific performance, injunctive or other equitable relief in addition to, or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Customer.

(c) Governing Law. This Agreement shall be governed by the federal laws of the United States and the State laws of North Carolina, as applicable therein. This Agreement excludes that body of law applicable to choice of

law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods (UNCCISG), and any legislation implementing such Convention, if otherwise applicable. SmartWorks and Customer hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of SmartWorks in connection with this Agreement.

(d) Waiver. No waiver, modification, extension, addendum or any other change of any provision of this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought. The waiver by either party of a breach or a default of any provision of this Agreement shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to enforce any provision of this Agreement be construed as a waiver of any right, power or privilege by such party.

(e) Allocation of Risk. Customer acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between Customer and SmartWorks and set forth an allocation of risk reflected in the fees and payments due hereunder.

(f) Survival. Notwithstanding the end of the Term or termination of this Agreement (each a **"Termination Event"**): (i) the obligations and liabilities of the parties incurred or accrued prior to or at any Termination Event and all rights and recourses of a party in respect of such obligations and liabilities shall survive such Termination Event; and (ii) those provisions of this Agreement that expressly survive any Termination Event shall continue as provided for..

(g) Mediation. Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

(h) Force Majeure. No default, delay or failure to perform on the part of SmartWorks shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control (**"Force Majeure Event"**). A Force Majeure Event includes, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier or other disasters or events.

(i) Notice. Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed,

in the case of SmartWorks, to:

SMARTWORKS
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: EXECUTIVE VICE PRESIDENT
Telephone: 613-226-5511, Ext. 2149

With a copy to:

N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: General Counsel
Telephone: 613-226-5511, Ext. 2149
And in the case of Customer, to:

City Of High Point
211 South Hamilton Street
High Point, NC 27261

(j) Assignment. Customer may not assign any of its rights or duties under this Agreement without the prior written consent of SmartWorks. The Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

(k) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

(l) U.S. Government Restricted Rights. The Software was (i) developed exclusively at private expense; (ii) is a trade secret of SmartWorks or its licensors for the purposes of the Freedom of Information Act; (iii) are "commercial computer software" subject to limited utilization (Restricted Rights); and (iv) including all copies of the Software, in all respects is and shall remain proprietary to SmartWorks or its licensors. Use, duplication or disclosure by the U.S. Government or any person or entity acting on its behalf is subject to restrictions for software developed exclusively at private expense as set forth in: (i) for the DoD, the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and/or 252.227.7014 or any successor clause, and (ii) for all government agencies, the Commercial Computer Software – Restricted Rights clause at FAR 52.227-19 or any successor clause. The U.S. Government shall refrain from changing or removing any insignia or lettering from the Software or from producing copies of the Software and manuals (except one copy of the Software for backup purposes). Use of the Software shall be limited to the facility for which it was acquired. All other U.S. Government personnel using the Software are hereby on notice that use of the Software is subject to restrictions that are the same as, or similar to, those specified above. The manufacturer/owner is N. Harris Computer Corporation.

IN WITNESS WHEREOF, SmartWorks or its authorized reseller and the Customer have duly executed this Agreement to be effective on the Effective Date first written above.

N. Harris Computer Corporation

City of High Point

Signature

Signature

Name

Name

Title

Title

Date

Date

SCHEDULE "A"

Software, Maximum Meters, Maximum Channels, Fees

SOFTWARE:

SmartWorks Compass platform with the following modules;

- MeterSense MDMS
- KPI Dashboard
- Automated Move-in/Move-out
- Automated Disconnect/Reconnect
- Transformer Load Analysis
- Voltage Analysis
- Electric Line Loss

Meter Configuration & Storage:

Please refer to Schedule "C" - Statement of Work for meter counts, meter configuration and data storage

Fees:

<i>One-time Fee</i>	<i>Amount</i>
<i>License Fee:</i>	<i>\$349,478</i>
<i>(based on the number of Maximum Channels and Maximum Meters set out in the SOW)</i>	
<i>Implementation Fees for SmartWorks modules listed above</i>	<i>\$446,500</i>
<i>Annual Recurring Fees</i>	<i>Amount</i>
<i>Maintenance and Support Fee:</i>	<i>\$87,370</i>
<i>(based on the number of Maximum Channels and Maximum Meters set out in the SOW)</i>	

* All charges are exclusive of out of pocket expenses for services performed on site. Charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed monthly as incurred. All pricing is exclusive of applicable sales, use or similar taxes. Customer is responsible for any such taxes that may apply; if Customer is tax exempt, evidence of such tax exemption must be provided. Lapsed payments may lead to denial of access to the Maintenance and Support Service in accordance with Section 16(b)(ii) of the Agreement.

PAYMENT TERMS:

License Fees will be invoiced and due upon signing of the Agreement.

Professional Services Fees shall be due and payable in accordance with the milestones for payment (where applicable) as set forth in the applicable SOW.

Annual Maintenance and Support Fees are invoiced in advance of an upcoming annual term. Annual Maintenance and Support Fees shall be due and payable thirty (30) days from date of invoice.

PROFESSIONAL SERVICE(S) FEES:

Professional services may be provided on-site or via the telephone. Professional services work provided via telephone is billed at the rate of two hundred and forty-five dollars (\$245) per hour. Professional services work performed on-site does not include travel, lodging and per diem expenses. Professional services performed shall be billed at the then current SmartWorks professional services rates. Help line support and Maintenance and Support Services do not include training or other professional services.

Customer shall incur a seven-hundred fifty dollar (\$750) daily surcharge for any professional services provided on weekends or SmartWorks recognized holidays; plus the corresponding standard professional services fees and any applicable travel charges in accordance with the Statement of Work.

Professional services may include, but are not limited to, the following: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

Professional services fees, and any applicable travel and lodging expenses, will be invoiced as incurred and shall be due and payable thirty (30) days from the date of invoice.

PAYMENT MILESTONES:

Payment milestones are as set out in the applicable Statement of Work.

RESET OF TERM TO MATCH FISCAL YEAR:

Customer may request that SmartWorks match the annual invoicing of the Maintenance and Support Fees with Customer's fiscal year. In order for Customer to elect to match annual invoicing with their fiscal year, Customer must make said request to SmartWorks in writing and during the first year of the Term of this Agreement. If such election is made SmartWorks shall, a) issue a prorated invoice for any Maintenance and Support Fees due for the

portion of the year remaining in Customer's current fiscal year, b) extend the then current term to expire at the end of the Customer's subsequent fiscal year, c) issue an annual invoice thereafter on the annual anniversary date of Customer's fiscal year for any Maintenance and Support Fees due, and d) reset future annual terms to expire at the end of Customer's fiscal year. Annual Maintenance and Support Fees are invoiced in advance of an upcoming annual term. Annual Maintenance and Support Fees shall be due and payable thirty (30) days from date of invoice.

SCHEDULE "B"
MAINTENANCE AND SUPPORT SERVICES
(under separate cover)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Expansion of Service for the Onsite Health Clinic	
FROM: Angela Kirkwood, Director of Human Resources	MEETING DATE: August 21, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: Purchasing
ATTACHMENTS: Atrium Proposal	

PURPOSE: The Human Resources Department is responsible for the operation of the onsite Employee Health Clinic. Expanding the offerings of the Employee Health Clinic to include primary and acute care services will provide convenient access to care with a goal to improve the wellbeing of the workforce.

BACKGROUND: This proposal will establish a program to expand the services offered at the clinic for employees allowing direct access to healthcare at work. It is a model that has been proven with other public and private sector employers to create a return on investment by improving care delivery, improving health, and reducing healthcare claim costs by moving away from the traditional “fee-for-service” model existing currently in the industry. The expanded model is financially beneficial for the city and our employees.

The current occupational clinic staff provide care for onsite occupational injuries, and triage first-aid care.

The proposal includes the opportunity for the registered nurse to assume occupational medicine services at no increase in cost over the proposal submitted.

In addition to the current services, the City will also be able to provide primary and sick visits; point of care testing and lab draws; chronic care management and health education, care navigation and coordination, basic over the counter medications, customized wellness website, mobile mammograms, and enhanced wellness program options i.e., health risk assessments, health coaching and biometric screenings.

Major employee benefits include reduced out-of-work time; reduced out-of-pocket medical co-pay expenses, reduced transportation expenses, and encourages employees to become more engaged in their health.

BUDGET IMPACT: Funds are included in the Adopted Budget to cover this service. The estimated costs for these services are \$322,977.

RECOMMENDATION/ACTION REQUESTED: Staff recommends City Council approve the selection of Atrium Health Wake Forest Baptist (AHWFB) as the clinic service provider and authorize the appropriate City representative to execute all necessary documents.





To: Tasha Logan Ford, City Manager

From: Angela Kirkwood, Director of Human Resources

Date: August 17, 2023

Subject: Recommendation for Expansion of Services for the Onsite Employee Health Clinic PY 2024

The Human Resources Department staff with the assistance of Financial Services, Purchasing Division staff, solicited proposals from healthcare agencies to expand the scope of services at our onsite Employee Health Clinic to include primary and acute care services.

The Request for Proposal (RFP) was sent to 6 healthcare providers on June 16, 2023, including local and regional agencies that provide employer onsite healthcare clinics. In addition, we made our proposal available on the City's website. Proposals were due by July 20, 2023, and were made by the following agencies:

Atrium Health	Winston-Salem, NC
Care ATC	Tulsa, OK
Concentra	Addison, TX
Marathon	Indianapolis, IN
Proactive	Simpsonville, SC
Synergy	Denver, NC

Proposals were submitted and the committee used the following evaluation criteria: Experience in providing this type of service for this size contract (30%); Demonstrated ability to meet commitments requested in the RFP (20%); Qualifications of staff to be assigned to this project (20%); Specific plans and methodology for providing proposed services (20%); Price (10%); a Financial stability statement (pass/fail), and include 3 references (not scored).

The evaluation committee was comprised of Fire Chief, Tommy Reid, Deputy Fire Chief, Brian Evans, Assistant Police Chief, Curtis Cheeks, Assistant Public Services Director, Melinda King, Budget Director, Stephen Hawryluk, Assistant HR Director, Scherrie Lowery and myself.

The agencies are ranked below in order based on year one costs for services:

<u>Agency Name</u>	<u>FY2024</u>
Synergy	\$305,780
Atrium Health	\$322,977
Concentra	\$432,620
Marathon	\$506,087
Proactive	\$630,000
Care ATC	\$666,679

Overall, the evaluation committee ranked Atrium Health first due to their experience with clients our size, the experience of their assigned personnel, their local established presence, their ability to assume Fire & Police physicals in the future and meeting the overall needs of the city to improve the health and well-being of our employees.

The Human Resources Department recommends that the City Council award the contract for expanded clinic services to Atrium Health in the amount of \$322,977.00.



CITY OF HIGH POINT

AGENDA ITEM

TITLE: 10x8 Diesel Pump with Vacuum Assisted Priming System - United Rentals	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Director Public Services	MEETING DATE: August 21, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Attachment A – Quote Attachment B- United Rentals Pump Brochure	

PURPOSE: For the purchase of a 10x8 Diesel Pump with vacuum assisted priming system for the Water and Sewer Mains Division of the Public Services Department.

BACKGROUND: The Public Services Department needs a bypass pump that can be utilized for scheduled maintenance repairs or in emergency situations at some of the deeper / larger sewer lift stations (ex: Waterview, Shadybrook, and Eastfork,). The Public Services Department is purchasing the pump under the Sourcewell based joint purchasing Contract #062320 with United Rentals.

BUDGET IMPACT: The purchase of the 10x8 Diesel Pump was included in the FY 2023/2024 operating budget for the Water and Sewer Mains Division.

RECOMMENDATION/ACTION REQUESTED: City Council is requested to approve the purchase of the pump and connections from United Rentals under the Sourcewell based joint purchasing contract in the amount of \$191,739.78.



10 x 8 Diesel Pump

Vacuum Assisted

Product Description

Diesel engine driven centrifugal pump equipped with vacuum-assisted priming system.

Trailer mounted for easy transportation having the following additional features: Run dry mechanical seal, Auto-start control, monitoring of fuel level, engine load, run time, oil and coolant temperature, and telemetry system.

Technical Data

Operating Parameters

Min. / Max. Flow	650 gpm / 5400 gpm
Min. / Max. Shutoff Head	151 ft (65psi) / 340 ft (147psi)
Maximum Casing Pressure	260 psi
Maximum Temperature	200°F
Maximum Solid Size	3.5 inch
Min. / Max. Pump Speed	1200 rpm / 1800 rpm

Pump & Accessory Specifications

Suction / Discharge Size	10 inch / 8 inch
Impeller Diameter	17 inch
Vacuum System - Type / Capacity	Diaphragm / 50 CFM

Casing	Ductile Iron
Impeller	CA6NM Stainless Steel
Wear Ring	Gray Iron 40
Shaft	17-4PH Stainless Steel
Mechanical Seal Faces	Tungsten/Silicon-Carbide
Mechanical Seal Lubrication	ISO Viscosity Grade 32 or Lower <i>(synthetic recommended)</i>
O-rings & Gaskets	Buna-N & Viton
Check Valve Body	Ductile Iron
Check Valve Flapper	Buna-N
Check Valve Type	Swing type

Driver Properties

Driver Type	Diesel Engine
Driver Make	John Deere
Model	6090HF485
Max. Continuous Rating	325 hp
Total Displacement	9 liters
Aspiration	Turbocharged and air-to-air aftercooled
Number of Cylinders	6
Safety Shutdowns	Low Oil Pressure, High Temp.
Fuel Consumption	15.1 gal/hr @ 1800 rpm
Run Time	11.9 hours @ 1800 rpm
Fuel Type	No. 2 Diesel: NO BIODIESEL
Fuel Capacity	180 U.S. gallons



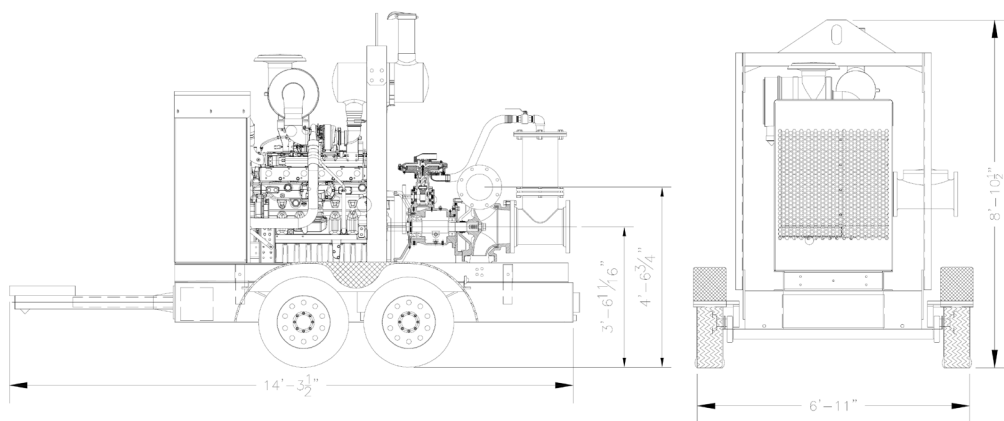
Notes

- Performance data based on water at 60°F
- Run time indicated is for reference and could vary based on speed and engine loads
- Maximum temperature is the equipment material limitation. Based on the application, process, product and NPSH requirements, the maximum allowable temperature could be lower
- This pump is also available with a 20 CFM venturi-compressor priming system

10 x 8 Diesel Pump

Vacuum Assisted

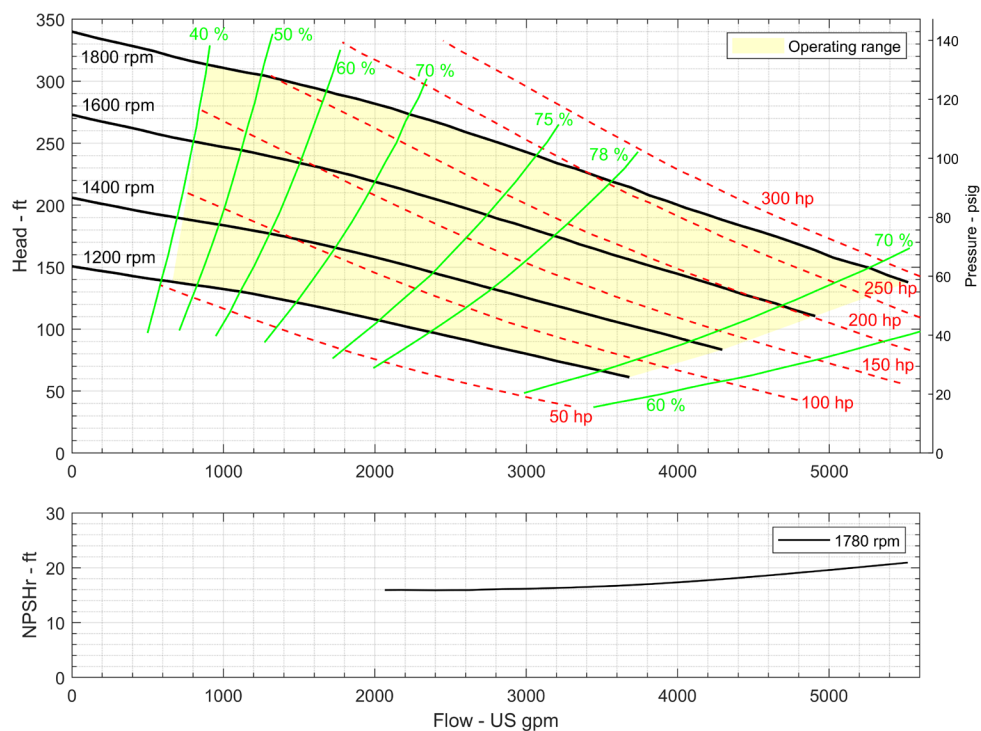
Dimensional Drawing



Dimensional Details

Total Weight wo/Fuel	7642 lbs
Total Weight w/Fuel	8920 lbs
Overall Height	112 inch
Overall Width	83 inch
Overall Length	172 inch

Performance Curve



Pump Make	Pioneer Pump
Pump Model	PP108S17
Operating Speed	Variable
Min. Speed	1200 rpm
Max. Speed	1800 rpm
Impeller Rated Dia.	17 inch
Impeller Type	Enclosed
No. of Impeller Vanes	2
Solid Dia.	3.5 inch
Specific Speed	1893 US Units
Suction Size	10 inch
Discharge Size	8 inch

215736121-000

Customer # : 2185
 Reserved Date : 08/28/23 01:00
 UR Job Loc : 816 E GREEN DR, HIGH
 UR Job # : 28
 Customer Job ID:
 P.O. # : QUOTE
 Ordered By : JOE HOLDEN
 Written By : CHRISTOPHER BADGERO
 Salesperson : CHRISTOPHER BADGERO

Job Site

CITY WORKS OFFICE
 816 E GREEN DR
 HIGH POINT NC 27260-6714

Office: 336-883-3466 Cell: 336-465-6226

CITY OF HIGH POINT
 PO BOX 230
 HIGH POINT NC 27261-0230

**This is not an invoice
 Please do not pay from this document**

Qty	Equipment #	Price	Amount
1	5208703 CC: 520-8703 PUMP 10X8 VAC ASSIST - DIESEL	152279.18	152279.18
3	5459813 CC: 545-9813 12 X 8 FLANGED REDUCER	1007.50	3022.50
4	5402230 CC: 540-2230 HOSE 12X20 KANAFLEX SUCTION - BAUER	2379.00	9516.00
4	5402400 CC: 540-2400 HOSE 12X20 COMPOSITE - FLANGED	3503.50	14014.00
2	5457203 CC: 545-7203 12" QC 90	778.70	1557.40
1	5231508 CC: 523-1508 8" CHECK VALVE	1683.50	1683.50
2	5459455 CC: 545-9455 FITTING ELBOW 8" 90 DEGREES	889.00	1778.00
2	5456830 CC: 545-6830 8" TEE	812.50	1625.00
2	5459970 CC: 545-9970 VALVE RELEASE AIR	2154.10	4308.20
2	5456901 CC: 545-6901 FLOAT SWITCH	228.00	456.00
	DELIVERY CHARGE		1500.00

Sales/Misc Subtotal: 1500.00
 Agreement Subtotal: 191739.78
 Tax: 12942.44
 Total: 204682.22

COMMENTS/NOTES:

CONTACT: JOE HOLDEN
 CELL#: 336-803-2227

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
 CONTACT UNITED ACADEMY TODAY
 844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

SOURCEWELL BASED CONTRACT 062320 URI

WHERE PERMITTED BY LAW, UNITED RENTALS MAY IMPOSE A SURCHARGE OF 1.8% FOR CREDIT CARD PAYMENTS ON CHARGE ACCOUNTS. THIS SURCHARGE IS NOT GREATER THAN OUR MERCHANT DISCOUNT RATE FOR CREDIT CARD TRANSACTIONS AND IS SUBJECT TO SALES TAX IN SOME JURISDICTIONS.
 THIS IS NOT A SALE AGREEMENT/INVOICE. THE ITEMS LISTED ABOVE ARE SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S SALE AGREEMENT/INVOICE WHICH ARE AMENDED FROM TIME TO TIME AND POSTED ONLINE AT <https://www.unitedrentals.com/legal/sale-agreement> AND INCORPORATED HEREIN BY REFERENCE. A PAPER COPY OF THE SALE AGREEMENT/INVOICE TERMS IS AVAILABLE UPON REQUEST.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Purchase of Meter Data Management System Hardware (MDMS)	
FROM: Jeremy Coble – Customer Service Director	MEETING DATE: 8/21/23
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: MDMS Hardware Quote	

PURPOSE: The City is seeking to procure a MDMS Hardware to support the MDMS software solution provided by Harris Utilities.

BACKGROUND: Currently, the city is actively implementing Advanced Metering Infrastructure (AMI) to enhance the performance of its Electric and Water Utility services. As a result of this initiative, a substantial amount of data points will be generated daily. To effectively manage and provide access to this data for both the utility and customers, the city requires MDMS Hardware, which will serve as the hosting platform for a Customer Engagement Portal.

The MDMS Hardware consists of two virtualization clusters, strategically located in the City's primary and backup data centers. The backup cluster serves as a contingency measure in case of emergencies and also accommodates the Smartworks test environment. On the other hand, the primary cluster houses the production instance of Smartworks, and it operates in real-time replication with the backup data center. This ensures that in the event of any system failure, Smartworks remains accessible for billing, reporting, and customer-related purposes, minimizing any potential disruptions.

Both clusters are designed to handle the data processing from the AMI system, specifically from Tantalus, for all water and electric meters. The data processing involves applying business rules, validating the information, and storing it in a SQL database on a nightly basis, all completed before the start of the business day. To accomplish this efficiently, the clusters are equipped with ample computer resources and low-latency storage, guaranteeing swift and accurate data handling.

BUDGET IMPACT: Funding is available in Electric Capital Projects Fund.

RECOMMENDATION/ACTION REQUESTED: Staff recommend the purchase of the MDMS hardware from 5S Technology for \$551,351.75 under NCPA Contract 01-86.



**TECHNOLOGIES**

5S Technologies, LLC
121 Edinburgh South Dr.
Suite 205
Cary, NC 27511
United States

QUOTE

Quote #:	5STQ2145
Date:	6/22/2023
Expiration Date:	7/20/2023

Bill To:

Steve Lingerfelt
City of High Point
211 South Hamilton Street
High Point, NC 27260
United States

Ship To:

Steve Lingerfelt
City of High Point
211 South Hamilton Street
High Point, NC 27260
United States

Your Account Manager:

Mike Shook
Mike.Shook@5STechnologies.com
(919)364-9400 ext 9401

Notes:

NCPA Contract 01-86

Qty	Manufacturer Part #	Description	Unit Price	Ext. Price
96	SW-NCI-PRO-PR	Subscription, Nutanix Cloud Infrastructure (NCI) Pro Software License & Production Software Support Service for 1 CPU Core NCPA DNE \$2021.74	\$2,021.74	\$194,087.04
60	TERM-MONTHS	Term in months	\$0.01	\$0.60
96	SWA-NCI-ADR-PR	Subscription, Nutanix Cloud Infrastructure (NCI) Advanced Replication add-on Software License & Production Software Support Service for 1 CPU Core NCPA DNE \$247.94	\$247.94	\$23,802.24
60	TERM-MONTHS	Term in months	\$0.01	\$0.60
3	S-HW-PRD	24/7 Production Level HW Support for Nutanix HCI appliance NCPA DNE \$2745.17	\$2,745.17	\$8,235.51
60	SUPPORT-TERM	Support Term in Months	\$0.01	\$0.60
96	SW-NCI-PRO-PR	Subscription, Nutanix Cloud Infrastructure (NCI) Pro Software License & Production Software Support Service for 1 CPU Core NCPA DNE \$2021.74	\$2,021.74	\$194,087.04
60	TERM-MONTHS	Term in months	\$0.01	\$0.60
96	SWA-NCI-ADR-PR	Subscription, Nutanix Cloud Infrastructure (NCI) Advanced Replication add-on Software License & Production Software Support Service for 1 CPU Core NCPA DNE \$247.94	\$247.94	\$23,802.24

Qty	Manufacturer Part #	Description	Unit Price	Ext. Price
60	TERM-MONTHS	Term in months	\$0.01	\$0.60
3	S-HW-PRD	24/7 Production Level HW Support for Nutanix HCI appliance NCPA DNE \$2602.55	\$2,602.55	\$7,807.65
60	SUPPORT-TERM	Support Term in Months	\$0.01	\$0.60
3	NX-8170N-G8-6326-CM	NX-8170N-G8, 1 Node; 2x Intel Xeon-Gold 6326 processor (2.9 GHz/ 16-core/ 185W, Ice Lake) per node NCPA DNE \$8130.23	\$8,130.23	\$24,390.69
72	C-MEM-32GB-3200-CM	32GB Memory Module (3200MHz DDR4 RDIMM) NCPA DNE \$122.05	\$122.05	\$8,787.60
3	C-SSD-NONE-CM	No SSD as part of the system configuration	\$0.01	\$0.03
24	C-NVM-3.84TB-A-CM	3.84 TB NVMe SSD NCPA DNE \$427.44	\$427.44	\$10,258.56
6	C-NIC-25G2A2-CM	Mellanox 25/10GbE, 2-port, NIC (Mellanox CX6);transceiver not included NCPA DNE \$384.80	\$384.80	\$2,308.80
6	C-PSU-2000-A-CM	2000 W Power supply unit NCPA DNE \$593.99	\$593.99	\$3,563.94
6	C-PWR-4FC13C14B-CM	C13/C14, 15A, 4ft Power cord NCPA DNE \$9.07	\$9.07	\$54.42
3	NX-8170N-G8-6326-CM	NX-8170N-G8, 1 Node; 2x Intel Xeon-Gold 6326 processor (2.9 GHz/ 16-core/ 185W, Ice Lake) per node NCPA DNE \$8130.23	\$8,130.23	\$24,390.69
72	C-MEM-32GB-3200-CM	32GB Memory Module (3200MHz DDR4 RDIMM) NCPA DNE \$122.05	\$122.05	\$8,787.60
3	C-SSD-NONE-CM	No SSD as part of the system configuration	\$0.01	\$0.03
18	C-NVM-3.84TB-A-CM	3.84 TB NVMe SSD NCPA DNE \$427.44	\$427.44	\$7,693.92
6	C-NIC-25G2A2-CM	Mellanox 25/10GbE, 2-port, NIC (Mellanox CX6);transceiver not included NCPA DNE \$384.80	\$384.80	\$2,308.80
6	C-PSU-2000-A-CM	2000 W Power supply unit NCPA DNE \$593.99	\$593.99	\$3,563.94
6	C-PWR-4FC13C14B-CM	C13/C14, 15A, 4ft Power cord NCPA DNE \$9.07	\$9.07	\$54.42
1	DISCOUNT	5S Executive Discount	-\$40,300.00	-\$40,300.00

Qty	Manufacturer Part #	Description	Unit Price	Ext. Price
40	5S PRO SVCS	5S Professional Services Installation and Migration	\$220.00	\$8,800.00

Payment Options:

- ☐ Purchase Order
☐ Signed Quote

Payment Terms

Net 30

FOB:

Origin

SubTotal	\$516,488.76
Tax	\$34,862.99
Shipping (Estimated)	\$0.00

TOTAL **\$551,351.75**

All Credit Card transactions will be charged a transaction fee determined at time of purchase.

Accepted By: _____

Accepted Date: _____



Science in Design

THE CONVERGENCE OF SCIENCE AND
DESIGN THROUGH NEUROAESTHETICS

Science in Design–Strategic Vision

Science in Design believes that understanding humans and their needs is essential for the future of interior design and architecture. It is an evolutionary imperative that humans have a need for aesthetic experiences, and this need is hard-wired in our DNA.

**Therefore, beauty and design are not optional...
... they are essential for our well-being.**



Amazon Spheres

The Medical Industry

“Architects and designers have a greater ability to improve public health than medical professionals.”

Dr. Claudia Miller

UT School of
Environmental Medicine -
San Antonio





DESIGN, ART + SCIENCE Symposium

3 Days
5 Events
15 Speakers



Hall of Fame Exhibit



High Point Community Connection Hall of Fame Exhibit– Science in Design

- An immersive and interactive exhibit
- Located at the American Home Furnishings Hall of Fame
- Community use of HOF exhibit—now adding “Science”
 - biophilia, technology, color, and neuroaesthetics
- Educational seminars with HPXD, schools, local and visiting organizations
- Duration of 6 months
- Designed by award winning Trio Design - Denver, CO
- Estimated installation expense: \$29-\$31k

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Equipment Lease Agreement – Winterland, Inc	
FROM: Lee Tillery, Director Parks & Recreation	MEETING DATE: August 21, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Winterland Lease Agreement & Product Information	

PURPOSE: Three-year lease approval for Holiday lights and large scale displays for High Point City Lake Park from Winterland, Inc.

BACKGROUND: Our Department continues to explore opportunities to expand Holiday themed programming throughout the year. Our Department Holiday event in December, Winterfest, is now hosted at High Point City Lake Park and we are planning other Holiday opportunities at the park this year as well. The lease of this equipment will allow us to expand our program offerings to weekends in December and provide Holiday themed events and programming that includes lights, music and train rides. Lease includes various decorative items, display equipment and lights. They range from 3' to 20' tall displays, 250' foot wide 12 Days of Christmas scene and a multi-color, rotating light 200' tunnel, to name a few. Lease includes two trained installers to assist staff with set-up, installation and connection, as well as break down at the end of the season. The lease also includes storage in the off season by Winterland, Inc. and the option to exchange $\frac{1}{4}$ of the previous year's display each year to incorporate new amenities.

BUDGET IMPACT: Three-year lease with annual cost of \$33,140 annually and a cumulative cost of \$99,420. Monies are currently budgeted for this amount in the Parks & Recreation 2023-24 budget, and we will plan accordingly with the upcoming 2024-25 & 2025-26 fiscal years to account for these expenses.

RECOMMENDATION/ACTION REQUESTED: Staff recommends City Council approve lease agreement with Winterland, Inc. in the amount of \$99,420.



Lease Agreement

This Lease Agreement (Agreement) made this day, **May 18, 2023** between **David Fred Development Corp. d/b/a Winterland, Inc. of Cicero, Indiana** ("Lessor") and **City of High Point, NC** ("Lessee") whose address is **3400 N Centennial Street, High Point, NC 26265f**.

For the consideration set forth herein, Lessor hereby leases to Lessee and Lessee hires from Lessor those decorative items, display equipment, and materials (the "leased goods"), set forth on Schedule A attached hereto, or as described in a subsequent schedule which may hereafter be made a part hereof, **for a term of three (3) years**, upon the terms and conditions and upon the rate of rental set forth herein.

Article I - Rent

Lessee shall pay to Lessor, as rental for the leased goods, the total annual rental fee of **\$33,140.00**, payable the first year in three (3) rental payments. Starting with the deposit due on or before July 15th, 2023, in the amount of **\$11,140.00**, the second in the amount of **\$11,000.00** due on or before October 15th, 2023, and the final payment in the amount of **\$11,000.00** is due on or before December 15th, 2023. For the years 2024 and 2025, the rental fee will remain at **\$33,140.00** and will be payable in three (3) payments. The first such payment in the amount of **\$11,140.00** is due on or before July 15th of each year, the second payment in the amount of **\$11,000.00** is due on or before October 15th of each year and the third and final payment in the amount of **\$11,000.00** is due on or before December 15th of each contracted year. Any additions to the contracted "leased goods" will be adjusted with an addendum to this lease agreement.

All rental payments shall be paid by Lessee at **P.O. Box 772, Cicero, IN 46034** or at such other place as the Lessor may from time to time designate.

Article II - Delivery and Installation

Lessor shall deliver the leased goods to Lessee during the **Christmas seasons of 2023, 2024 and 2025** and shall deliver them on the Lessee's premises at **High Point City Lake Park, 602 W Main St, Jamestown, NC 27282**. The leased goods will be (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications; (c) be fit for their intended purpose and operate as intended; (d) not infringe or misappropriate any third party's intellectual property rights; (e) be merchantable; and (f) be free and clear of all liens, security interests, or other encumbrances. Installation shall be in a good and workmanlike manner in accordance with best industry standards for similar services and shall be performed using personnel of required skill, experience, and qualifications. Supervision by Lessor shall include two (2) trained installers for up to four (4) days. A common labor force of 8-10 able-bodied laborers shall be provided by Lessee, at no expense to Lessor, for the duration of the installation.

Lessee acknowledges that no particular delivery date has been warranted. Lessor shall use its best efforts to cause timely delivery of the leased goods and Lessee agrees to accept the leased goods upon delivery, regardless of whether delivery occurs during Lessee's usual and customer business hours. Leased goods shall be delivered on an agreed upon date **on or before November 1st of each contracted year**.

"Leased goods" will be installed in predetermined locations as per Map A attached to Lease Agreement or such other configuration as agreed upon by the parties. Upon such "leased goods" being secured in said predetermined locations it shall be considered installed. *Once installed in such predetermined location, any "leased good" being moved at the request of Lessee will be a **billable charge** above and beyond the contracted amount.* Lessor will invoice Lessee separately for time and materials for such service.

Upon conclusion of the Christmas season, Lessor shall remove and retrieve the leased goods and store them until redelivery hereunder, such **removal to occur as soon as practical after the event closure each year, not to exceed 30 days after closure**. Lessor agrees to provide, at no expense to Lessee, a common labor force of 8-10 able bodied individuals for the duration of the removal period specified herein.

Article III - Location of Leased Goods

The leased goods shall be located on the premises set forth in Article II hereof during the Christmas seasons encompassed by this Agreement and shall not be removed without Lessor's prior written consent.

Article IV - Alterations

Lessee will make no alterations or structural changes to the leased goods without the prior written permission of Lessor. The Lessee has the right, without additional charge, to exchange up-to 1/4 of its previous years displays for the following years season. The Lessor shall provide the Lessee a list of available displays for the following year no later than April 15th of the following year.

Article V - Electrical Connection

Lessee shall furnish, at its own cost and expense, such electricity, electrical outlets and electrical connections (i.e. extension cords, triple taps and/or any power distribution related product) as are safe, efficient, and necessary to provide the leased goods with sufficient electrical service. Lessee, as part of its obligation under this Agreement shall plug in the electrically lighted leased goods. Lessee acknowledges that Lessor is not a licensed electrician or electrical contractor and has no obligation to perform any wiring or other work which would constitute performing the duties of an electrician or electrical contractor. Lessee must have electrical connections available for Lessor at the start of installation to insure proper function and timely progress.

The use of GFI outlets and/or breakers by Lessee will result in the inability of Lessor to guarantee continued use of "leased goods" when any type of moisture is present. Such devices **will** prevent operation of "leased goods" when **any** amount of moisture is present from sources such as dew, fog, rain or snow (others exist). Lessor responds to service calls related to the tripping of a GFI device **will not** be part of this contract; *such service calls will be billed as a separate invoice for time and materials.*

Article VI - Governmental Appraisals

Lessee shall at all its own expense, procure all governmental or non-governmental permits, approvals, licenses, or consents required for the installation, display, and removal of the leased goods.

Article VII - Maintenance and Repair

Lessee shall maintain the leased goods in good repair for the purpose of display. Lessee shall immediately notify Lessor of any need for maintenance and repair. Lessor shall have the right at any time to enter the premises identified above for the purpose of maintenance, repairs, or removal of the leased goods. Lessee shall not be responsible for any damage to the leased goods while stored during the off-season.

Article VIII - Remedies

If Lessee should wrongfully reject delivery, installation or reinstallation of the leased goods, fail to make any rent payments due hereunder when the same is due or thirty (30) days thereafter, or otherwise be in default hereof, Lessor may, after thirty (30) days' written notice to cure to Lessee and Lessee fails to cure such breach, at its sole option do any one or more of the following:

1. Cancel this Agreement

Additionally- Written notice must be given related to any and all cancellations of this agreement by said date and shall be deemed notified by sending the notification by US Mail to the address on record for Lessee and Lessor.

2. Withhold delivery and/or installation of leased goods.
3. Dispose of leased goods and recover damages (if awarded), to the extent permitted by applicable law.
4. Return the leased goods and recover damages (if awarded), to the extent permitted by applicable law.
5. Exercise any other remedy provided for by statute or at law.

If Lessor should be in default of any obligations under the Agreement, Lessee may, after thirty (30) days' written notice to cure to Lessor, cancel this Agreement and promptly receive a refund from Lessor for any amounts paid for the current season. In addition, Lessee may terminate this Agreement at any time for its convenience upon notice to Lessor. If this Agreement is terminated by Lessee for its convenience, Lessor shall be paid for the portion of the leased goods used and services satisfactorily performed through the effective time of such termination.

Article IX - Use of leased goods

Lessee shall use the leased goods only in a safe and secure manner, and not for any purpose other than a decorative purpose.

Article X - Acceptance

Lessee shall immediately inspect each item of leased goods delivered pursuant to this Agreement and shall notify Lessor of any discrepancies between said item and item as described on Schedule A. If no such notice is received prior to installation of such item, except for a defect that is not apparent until the leased goods are connected to an electrical service. Lessee will be conclusively presumed to have accepted the item as satisfactory as specified on Schedule A.

Article XI - Risk of Damage

Lessor agrees to repair or replace the leased goods, to the extent reasonably and practically possible as soon after receipt of notice of said damage. No loss or damage to the leased goods after installation, whether caused by wind, rain, snow, ice or other cause, shall impair or mitigate any obligation of Lessee hereunder and all such obligations, including the obligations to pay rent shall continue in full force and effect until satisfied, provided that Lessor fulfills its obligations in the preceding sentence. Lessee agrees to take reasonable care that damage to the leased goods shall not occur and shall refrain from all acts or omissions which would lead to impairment or damage thereto.

Article XII - Insurance

- 1) Lessor shall procure and maintain in effect insurance covering Lessee for loss or liability arising in connection with the leased goods under workman's compensation laws and from claims or damages arising in connection with an act of bodily injury or death, in an amount of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence. Lessor shall further procure and maintain in effect insurance covering Lessee for liability for property damage caused by the leased goods in the amount of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence. This also includes a \$3,000,000.00 umbrella.
- 2) Lessee shall maintain such other insurance as is reasonable and customary in regard to the use or operation upon the premises described in Article II hereof with regard to the leased goods.

Article XIII - Taxes and Fees

Lessee shall pay all taxes, assessments and license and registration fees (including sales or use taxes) imposed during the term hereof upon the use, installation, leasing or display of the leased goods and Lessee shall furnish to Lessor satisfactory proof of such payment before any such installation, leasing or display of the leased goods and Lessee shall furnish to Lessor satisfactory proof of such payment before any such taxes, assessments or fees become delinquent.

Article XIV - Status of Leased Goods

The leased goods shall at all times remain the personal property of the Lessor notwithstanding that they may be or become, in any manner attached to, embedded in, or be affixed upon real property. Title to the leased goods shall at all times remain in Lessor and Lessee's only rights to the leased goods shall be as provided in this Agreement. Lessee shall give Lessor immediate notice of any claim, lien, levy or charge or legal process which would seek to determine, change or test Lessee's title to the leased goods.

Article XV -Limitation of Waiver; Indemnification

No delay or omission in the exercise of any right, power or remedy granted either party upon breach hereof or default hereunder by either party will impair any such right, power or remedy. No waiver of any breach or default shall be deemed a waiver of any other breach or default. All remedies granted either party hereunder of by law or statute will be cumulative and not alternative.

To the extent permitted by applicable law, each party shall indemnify, defend and hold harmless the other party, and their officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this agreement, relating to, arising out of or resulting from any claim of a third party arising out of or occurring in connection with the indemnifying party's negligence, willful misconduct, or breach of this agreement. The indemnifying party shall not enter any settlement without the Indemnified Party's prior written consent.

Article XVI - Assignment

Lessee shall not assign this Agreement or any of the leased goods, or any interest therein without Lessor's written consent. Lessee shall not sublet, hire, or rent the leased goods without Lessor's written consent. Lessor shall not assign any of its rights or obligations under this agreement without Lessee's written consent.

Article XVII - Miscellaneous

1. This Agreement shall be binding and insure to the benefit of the successors and assigns of the parties.
2. To the extent permitted by applicable law, if any action is filed by Lessor to collect fees owed pursuant to this Agreement, Lessor shall be entitled to recover, in addition to all other cost and fees incurred, the reasonable and customary fees of counsel.
3. This Agreement is not cancelable by either party prior to the expiration of its term outside of agreed upon exceptions in Article VIII.
4. Except as otherwise provided in this agreement, Lessor makes no warranty as to marketability or fitness for any particular purpose as to the leased goods, and Lessee acknowledges that no warranty has been expressed or implied in any manner.
5. All notices to Lessee shall be deemed delivered after five (5) days if placed in the United States mail, first class postage prepaid, and addressed as follows: **3400 N. Centennial St, High Point, NC 27265.**
6. Lessee must provide to Lessor a contact name and phone number of an individual capable of making all decisions. This individual must be reachable, always, during the installation, show times and removal process of the contracted period.

CONTACT NAME:

NUMBER:

7. No amendment to, or modification of this agreement is effective unless it is in writing and signed by an authorized representative of each party.

8. This Agreement and performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of North Carolina without giving effect to its principles regarding conflicts of laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Goods and Services provided hereunder shall be instituted exclusively in the courts of North Carolina located in Guilford County, and each Party irrevocably submits to the exclusive jurisdiction of such courts

in any such suit, action, or proceeding.

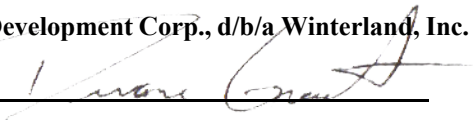
Witness as of the day and year first above written

(CLIENT LEGAL NAME)

By: _____

Its: _____

David Fred Development Corp., d/b/a Winterland, Inc.

By: _____ 

Its: _____ **V. P. of Sales**

Attachment: Schedule A, Map A and sample photos

Schedule A

High Point, NC - Winter Lights - 2022

Display Name	qty units	5 year Lease- to-own price	3 year lease price	Purchase price	Number on Map
12 Days of Christmas					
Day 1 thru 12 3' to 10' tall displays 250' wide scene	42	\$4,875.00	\$7,800.00	\$19,500.00	1 and 2
5 styles of fancy deer, 1 each 3' to 7' tall each	5	\$1,350.00	\$1,800.00	\$4,500.00	3
Snowtree Forest		\$2,550.00	\$4,080.00	\$10,200.00	4
12'	4				
9'	4				
7'	4				
Poinsettia lane		\$1,475.00	\$2,360.00	\$5,900.00	5
Poinsettia pot, 17' x 15'	1				
Poinsettia flowers, 3' x 3' ea.	12				
Retro-Christmas Morning		\$4,950.00	\$7,900.00	\$19,750.00	6
Teal / Silver tinsel tree, 20', RGB	1				
round orn with tree, 5.5 x 5	1				
round orn with plaid, 5.5 x 5	1				
round orn with flakes, 5.5 x 5	1				
round orn with stocking, 5.5 x 5	1				
finial orn with bow, 6 x 3	1				
finial orn with cane, 6 x 3	1				
Snow forest	30	\$1,125.00	\$1,800.00	\$4,500.00	7
variety of designs and sizes 3' to 5'					
Woodland Winters					
5 styles, 1 each 5.5' to 8' each	5	\$1,350.00	\$1,800.00	\$4,500.00	8
RGB kaleidoscope tunnel	20	\$3,500.00	\$5,600.00	\$14,000.00	9
20 arches spaced 10' 16 x 23 x 200					
Price per year of contract		\$21,175.00	\$33,140.00	\$82,850.00	

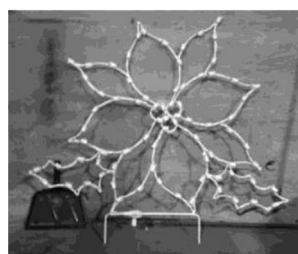
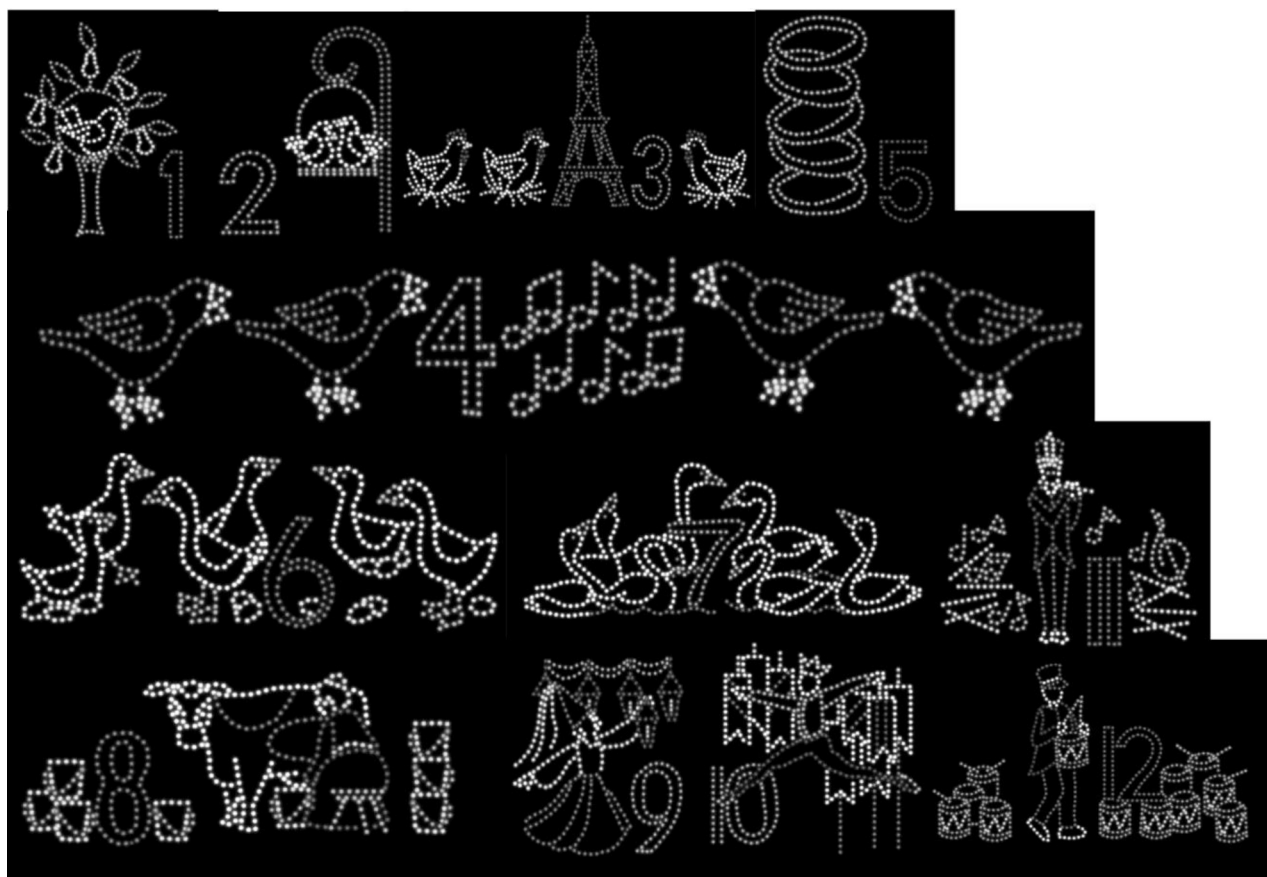
* Prices do not include delivery, installation, maintenance or removal.

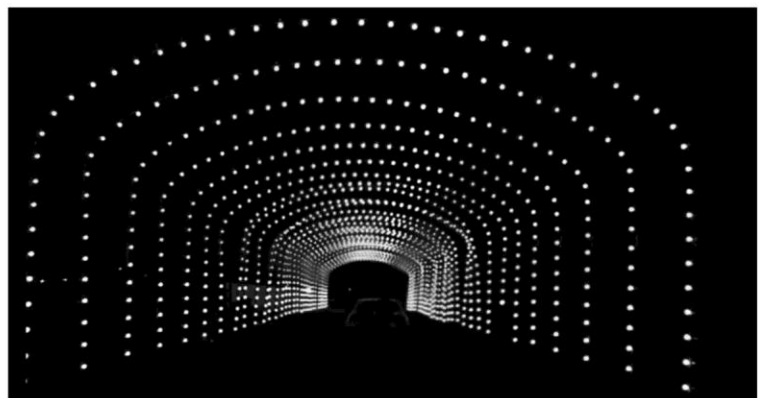
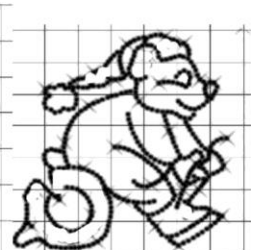
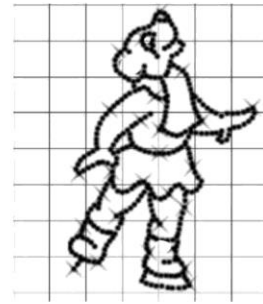
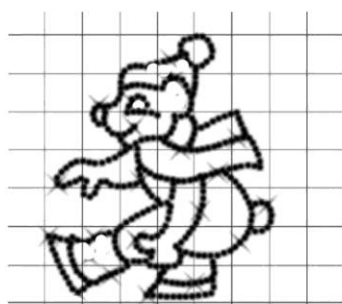
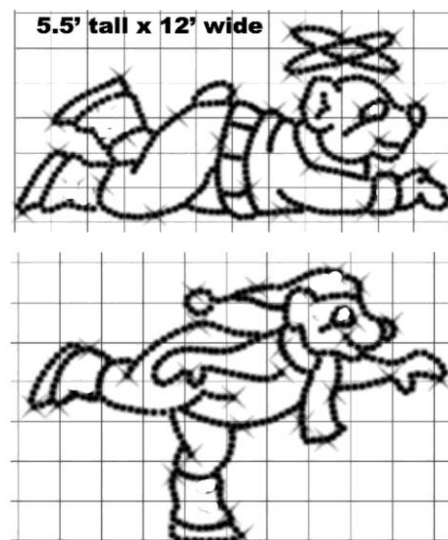
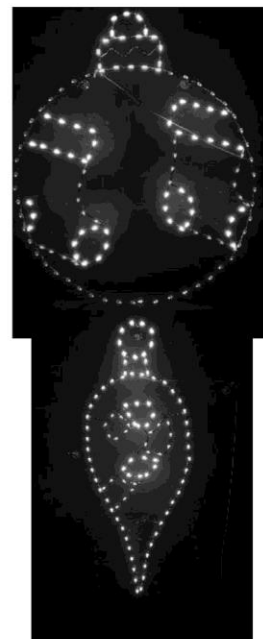
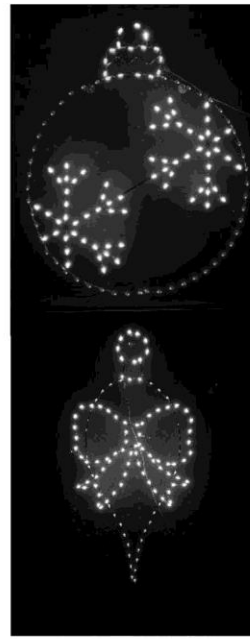
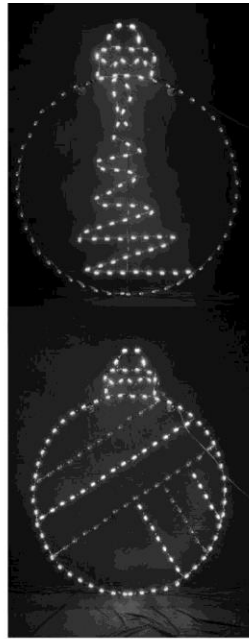
** Attachment A shows display locations.

Map A



Display Sample Photos:





CITY OF HIGH POINT

AGENDA ITEM



TITLE: Contract with YMCA of High Point – Guilford County American Rescue Plan Act (ARPA) Funds	
FROM: Stephen M. Hawryluk Budget & Performance Director	MEETING DATE: August 21, 2023
PUBLIC HEARING:	ADVERTISED DATE/BY:
ATTACHMENTS: Budget ordinance amendment	

PURPOSE: To contract with the YMCA of High Point for the Out of School Time (OST), Social and Emotional Learning (SEL), and Enrichment/Physical Activity Program.

BACKGROUND: In September 2022, the Guilford County Board of County Commissioners approved the allocation of \$5,500,000 in American Rescue Plan Act (ARPA) funds to the City of High Point for three community projects: D-UP, Inc. (\$3,000,000), the YMCA of High Point (\$500,000), and the Hayden-Harman Foundation (\$2,000,000). These funds would pass-through the City of High Point and the City will manage and oversee the implementation of the projects.

\$500,000 will be allocated to the YMCA of High Point for the Out of School Time (OST), Social and Emotional Learning (SEL), and Enrichment/Physical Activity Program at the Hartley and Chavis branches. The program helps to develop youth's confidence, creates friendships, and builds a sense of belonging. From games and sports to outdoor adventure and technology, the Program will continue to offer kids the chance to regain many of the learning losses created through extensive time out of the classroom and social isolation due to the pandemic. The Program will also continue to implement Social and Emotional Learning (SEL) in the program, that process that helps youth develop healthy identities, manage emotions, maintain supportive relationships, and make responsible decisions. Physical/Enrichment activities include swimming, time at the splashpad, field trips, nature excursions, outdoor play, theatre & music activities, games, teambuilding, arts & crafts, archery, and sports.

BUDGET IMPACT: These are pass-through funds from Guilford County via the American Rescue Plan Act (ARPA). There is no local budget impact.

RECOMMENDATION/ACTION REQUESTED: Staff recommends and asks City Council to authorize the City Manager to enter into a contract with the YMCA of High Point for the Out of School Time (OST), Social and Emotional Learning (SEL), and Enrichment/Physical Activity Program, in the amount of \$500,000, authorize the appropriate City Official(s) to execute all necessary



"AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS
PASSED THROUGH BY GUILFORD COUNTY

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

Section 1. The proposed amendment appropriates \$500,000 in funds from Guilford County for the YMCA of High Point Out of School Time (OST), Social and Emotional Learning (SEL), and Enrichment/Physical Activity Program.

Section 2. The 2023-2024 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Special Revenue Fund revenues be amended as follows:

Guilford County	\$500,000
-----------------	-----------

(B) That the following Special Revenue Fund expenditures be amended as follows:

YMCA of High Point	\$500,000
--------------------	-----------

Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 21st day of August 2023

Jay W. Wagner, Mayor

ATTEST

Sandra Keeney,
City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Approval of Minutes	
FROM: City Clerk's Office	MEETING DATE: August 21, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Yes	

PURPOSE: Minutes to be Approved.

BACKGROUND: N/A

BUDGET IMPACT: N/A

RECOMMENDATION/ACTION REQUESTED:

Approval of the following minutes:

Community Development Committee – November 8, 2022 @ 4:00 p.m.

Finance Committee – August 3, 2023 @ 4:00 p.m.

Special Meeting of the High Point City Council – August 7, 2023 @ 4:00 p.m.

Regular Meeting of the High Point City Council – August 7, 2023 @ 5:30 p.m.

Prosperity & Livability Committee – August 9, 2023 @ 9:00 a.m.



"AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS
PASSED THROUGH BY GUILFORD COUNTY

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

Section 1. The proposed amendment appropriates \$2,000,000 in funds from Guilford County for the Hayden-Harman Foundation "Bridge" Project.

Section 2. The 2023-2024 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Special Revenue Fund revenues be amended as follows:

Guilford County	\$2,000,000
-----------------	-------------

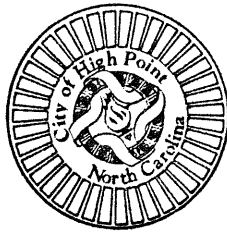
(B) That the following Special Revenue Fund expenditures be amended as follows:

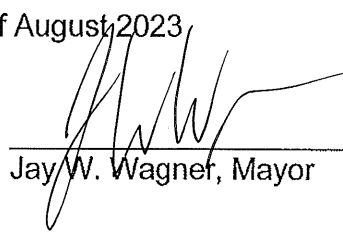
Hayden-Harman Foundation	\$2,000,000
--------------------------	-------------

Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

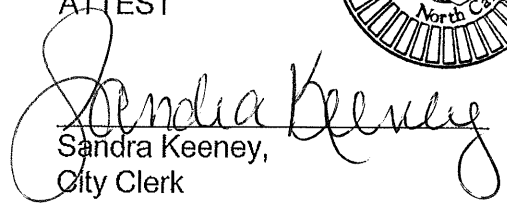
Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 21st day of August, 2023.




Jay W. Wagner, Mayor

ATTEST


Sandra Keeney,
City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Request to Initiate Zoning Map Amendment (Comprehensive Zoning Map Amendment Project - Amend Round 5 list)	
FROM: Sushil Nepal, AICP Planning & Development Director	MEETING DATE: August 21, 2023
PUBLIC HEARING: No	ADVERTISED DATE/BY: Not applicable
ATTACHMENTS: Map of land area to add to Round 5 of CZMA Project.	

PURPOSE:

A request for the City Council to initiate zoning map amendment for Round 5 of the City's Comprehensive Zoning Map Amendment Project (*amendment to the previously adopted list to add land along Beddington Street*).

BACKGROUND:

At the August 7, 2023, City Council meeting Mr. Bruce and Donald Shipwash spoke during the public comment portion of the meeting. They requested Council consider initiating rezoning of parcels along Beddington Street identified by staff for potential zoning change as part of the Comprehensive Zoning Map Amendment (CZMA) project.

The CZMA project is a multi-year study being conducted by the Planning and Development Department. The planning staff is reviewing and evaluating zoning of land throughout the city, identifying areas where the zoning is out of sync with the existing use of land or is inconsistent with current land use policy, and propose appropriate changes in zoning for those areas. A master list of study areas has been created and approximately 15 to 20 areas are brought forward for Council zoning initiation every two years. The current list (17 study areas) was adopted in January 2023.

The majority of parcels along the west side of Beddington Street are developed with single family homes but the area has a Heavy Industrial (HI) zoning district designation. Mr. Shipwash desires to develop additional homes on the few remaining undeveloped lots in this block, but the HI zoning district does not support this use. Staff has identified this area for zoning evaluation in the upcoming years. Mr. Shipwash is requesting the City Council move the Beddington Street area up on the list for rezoning consideration.

BUDGET IMPACT:

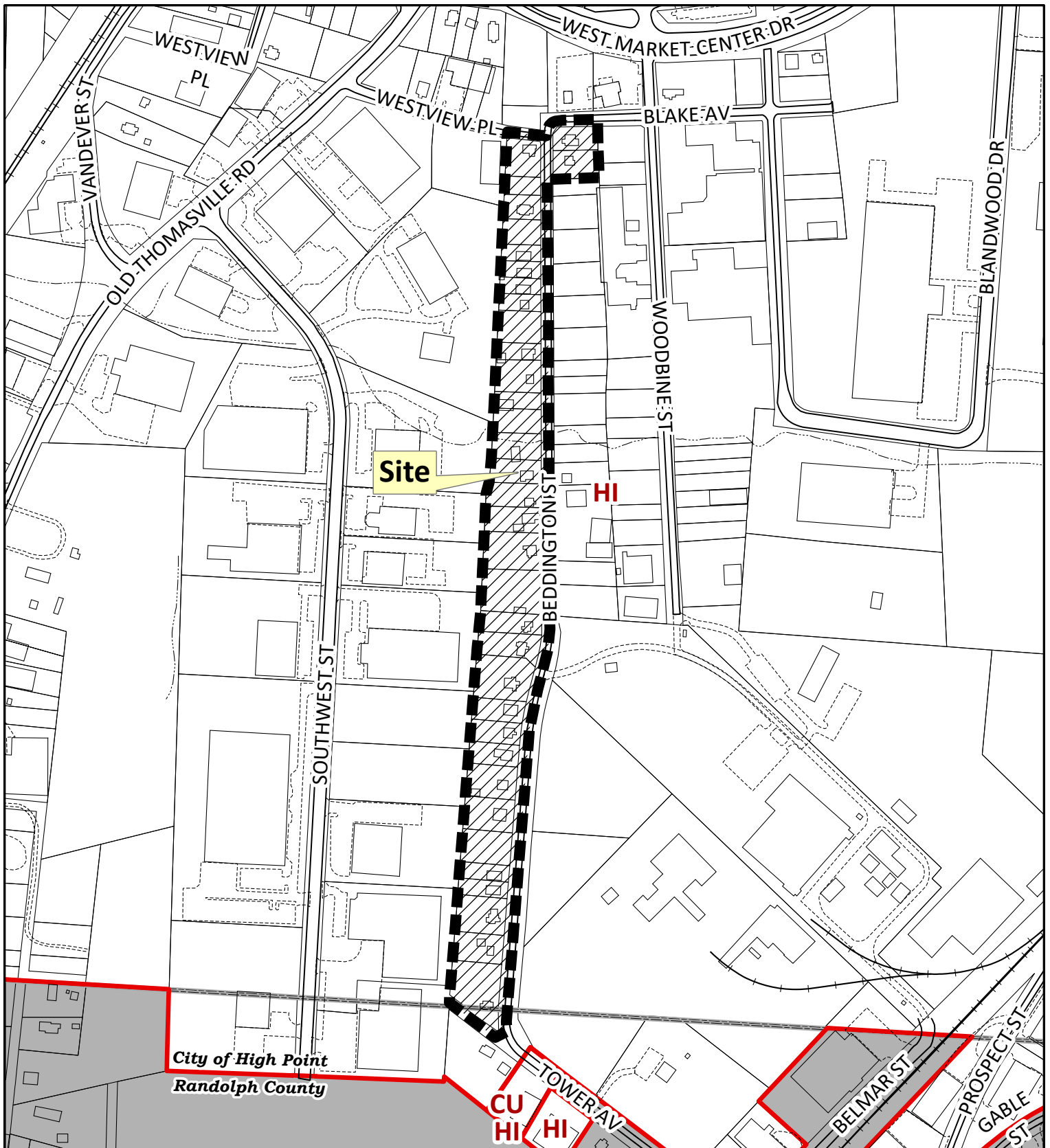
There is no budget impact.

RECOMMENDATION/ACTION REQUESTED:

Staff has conducted a cursory review of the existing land use pattern along the west side of Beddington Street. Rezoning to the LB and GB Districts could be appropriate and would support infill residential development on the few remaining lots that abut existing single family homes on this block.

Staff recommends City Council amend the list of areas for evaluation under Round 5 of the CZMA Project to include the parcels along Beddington Street (approximately 11 acres).





ZONING MAP AMENDMENT Beddington St

From: Heavy Industrial (HI)
To: Limited Business (LB), General Business (GB)

CITY OF
high point.

PLANNING AND
DEVELOPMENT

N



Scale: 1" = 400'

Existing Zoning Boundary
Subject Property Boundary



CITY OF HIGH POINT

AGENDA ITEM



TITLE: Public Safety Telecommunicator Resolution	
FROM: Kyle Thaggard, Telecommunication Manager	MEETING DATE: 8/21/23
PUBLIC HEARING: No	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Telecommunicator resolution	

PURPOSE: Consider a resolution supporting the reclassification of High Point 911 Telecommunicators as a Protective Service Occupation in the Office of Management and Budget's Standard Occupation Classification catalog.

BACKGROUND: The Office of Management and Budget's Standard Classification catalog classifies 911 Telecommunicators as Office and Administrative Support. This resolution is in support of reclassifying 911 Telecommunicators as Protective Service Occupations. This resolution of support has been supported by numerous cities and counties across the state and nation.

BUDGET IMPACT: No budget impact.

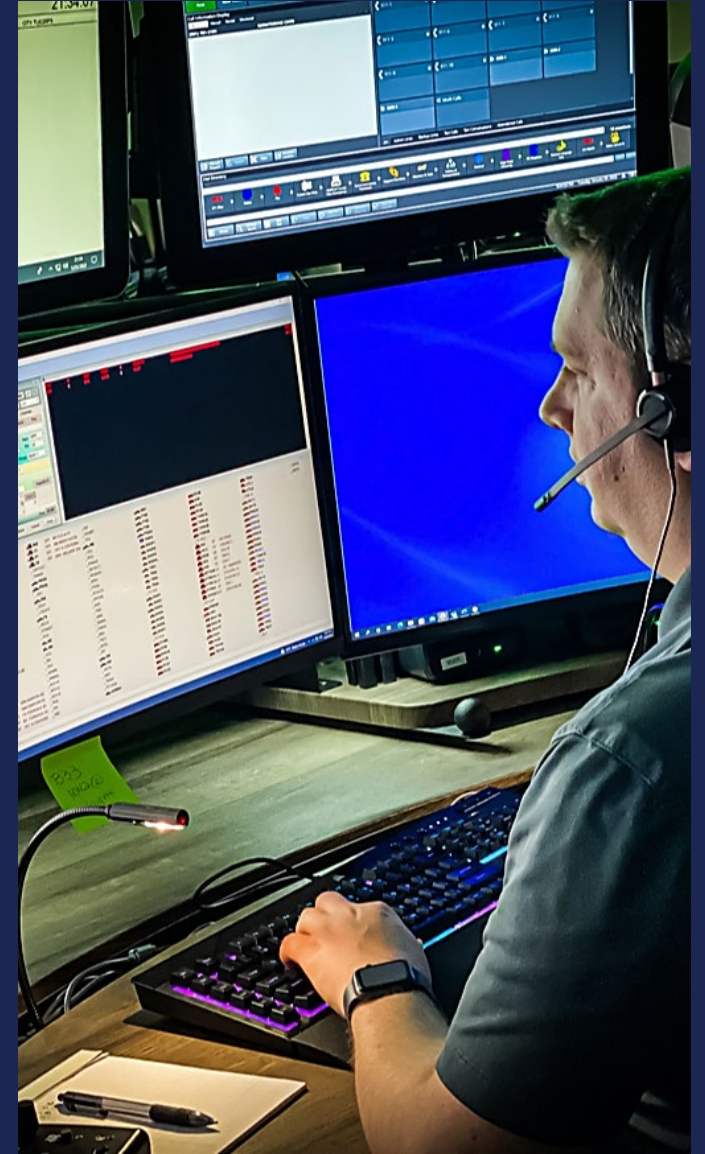
RECCOMENDATION/ACTION REQUESTED: Staff recommends and asks City Council to consider support of the resolution.





PUBLIC SAFETY TELECOMMUNICATORS

REQUEST FOR SUPPORT & RECOGNITION AS FIRST RESPONDERS





HISTORY OF 911

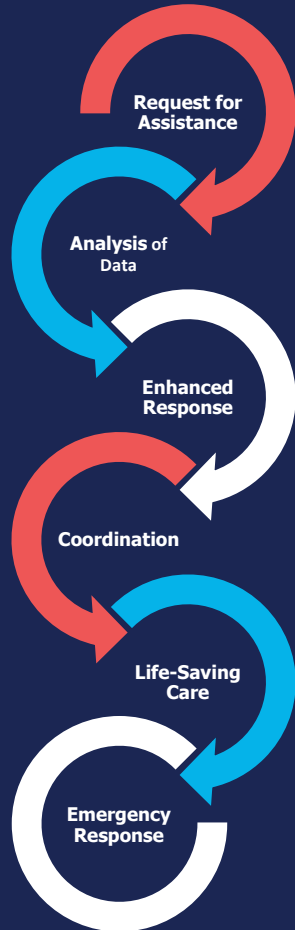
- Before 1968, there wasn't a nationwide emergency telephone number.
 - People would call their local police station, fire department, or hospital and a secretary or administrative officer/person would answer, directing their call.
- In 1967, the FCC met with the American Telephone and Telegraph Company (AT&T) to establish a universal emergency number that could be implemented quickly.
- Congress backed AT&T's proposal and passed legislation for 911. In 1968, Senator Rankin Fite made the first 911 call.



BACKGROUND

- The Standard Occupational Classification (SOC) is one of several classification systems established by the federal government to ensure coordination of federal statistical activities.
 - In the current version, what we refer to today as Telecommunicators, are identified as “Police, Fire, and Ambulance Dispatchers” and are classified as “Office and Administrative Support”.
- Since 1968, the responsibilities for “Police, Fire, and Ambulance Dispatchers” has changed. The specialized systems and training have changed.

CRITICAL ROLE OF PUBLIC SAFETY TELECOMMUNICATORS



- Juvenile sent a text to 911 saying they were kidnapped on I-85 as their vehicle passed under Riverdale Road.
- Male who had previously suffered from a stroke went missing and his wife called 911.
- Prepared 911 Live technology and active assailant technology.



RECLASSIFICATION

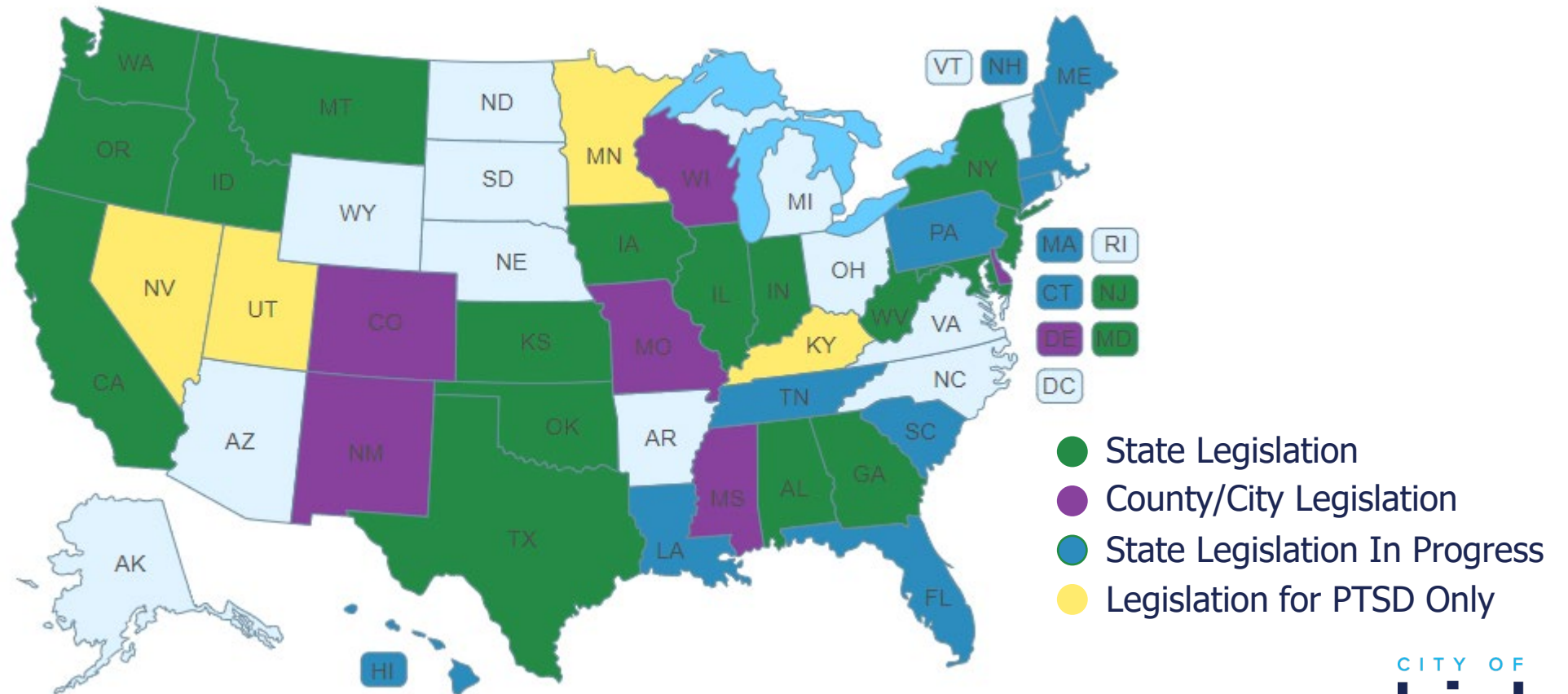
- The use of the title, “Public Safety Telecommunicators” instead of “Police, Fire, and Medical Dispatchers”.
 - Public Safety Telecommunicators better encompasses both 911 call taking and emergency dispatch.
- Classify as a “protective” occupation in the same category as police officers, firefighters, lifeguards, crossing guards, and TSA screeners.
 - Coordinate police, fire, and EMS to keep them and the public safe.
 - Operate specialized systems for tracking field responders, locating 911 callers, and communicating in emergencies.
 - Deal with the stress of life-or-death situations.



NATIONAL SUPPORT

- US Senate Bill 1175 *(2019, 2021 & 2022)*
 - Senator Richard Burr (R-NC)
 - Senator Amy Klobuchar (D-MN)
- US House Bill 2351 *(2019, 2021 & 2022)*
 - Congresswoman Norma Torres (D-CA)
 - Congressman Brian Fitzpatrick (R-PA)
- Chief of the FCC's Public Safety and Homeland Security Bureau Rear Admiral (ret.) David Simpson *(2016)*
- FCC Chairwoman Jessica Rosenworcel *(2022 & 2023)*

NATIONAL SUPPORT

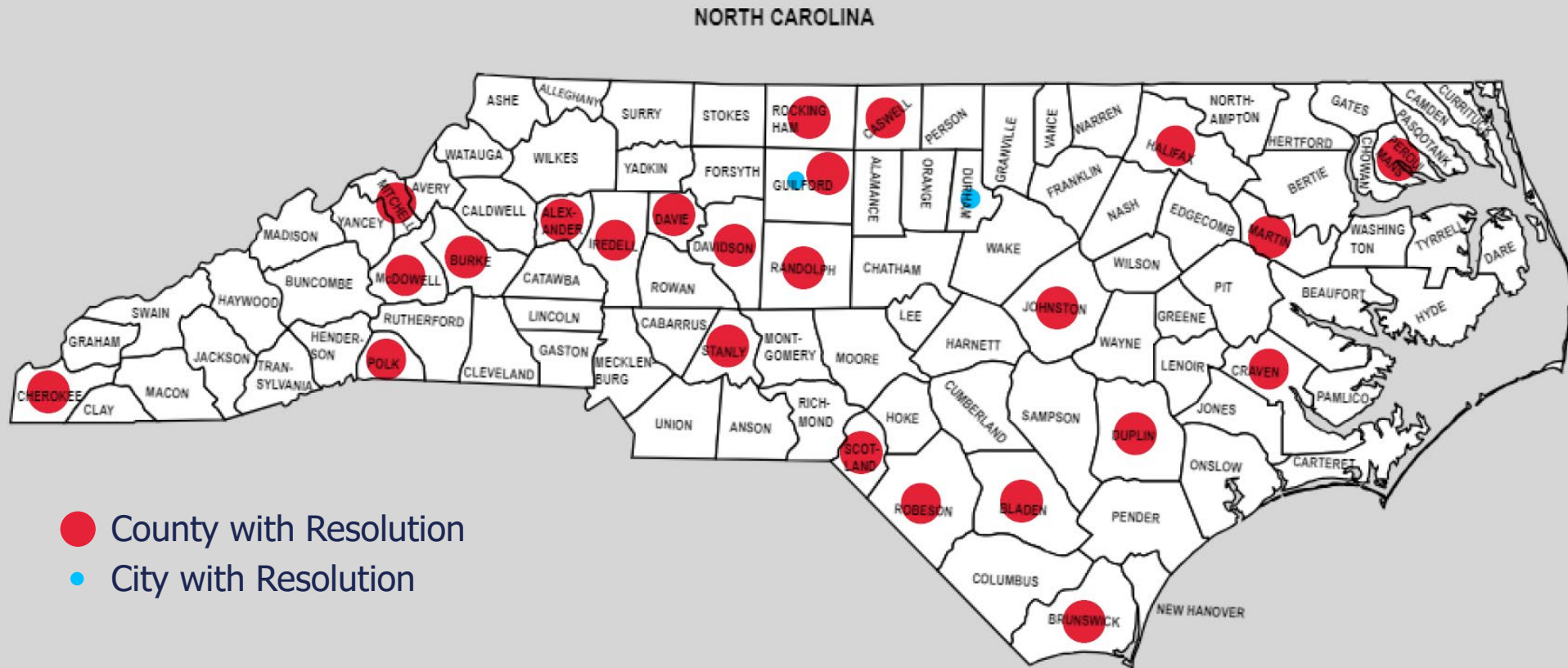




STATE SUPPORT

- N.C. Senate Statement of Support
- N.C. House Statement of Support
- Local Government Resolutions
 - Alexander County
 - Bladen County
 - Brunswick County
 - Burke County
 - Caswell County
 - Cherokee County
 - Craven County
 - Davidson County
 - Davie County
 - Duplin County
 - City of Durham
 - City of Greensboro
 - Guilford County
 - Halifax County
 - Iredell County
 - Johnston County
 - Martin County
 - McDowell County
 - Mitchell County
 - Perquimans County
 - Polk County
 - Randolph County
 - Robeson County
 - Rockingham County
 - Scotland County
 - Stanley County

STATE SUPPORT





REQUEST FOR SUPPORT

- The SOC does not have a direct legal relationship to the Fair Labor Standards Act (FLSA). Reclassification in the SOC would not, by itself, open the door for different treatment under FLSA.
- Doctor Michelle Lilly states that 18-24% of Telecommunicators suffer from Post Traumatic Stress Disorder (PTSD).
- First Responders sign up to serve; they risk both their physical health and their mental health to act in response to someone's worst day. Telecommunicators belong in this group of professionals.



REFERENCES

- Association of Public-Safety Communications Officials (APCO) International's website
<https://www.apcointl.org/advocacy/soc-revision>
- PTSD 911: A Documentary Film
<https://ptsd911movie.com>
- North Carolina 911 Board
<https://it.nc.gov/about/boards-commissions/nc-911-board/nc-board-911-grants-legislation-policies>
- National Emergency Number Association (NENA) website
https://www.nena.org/page/reclassification_map
- The Federal Communications Commission (FCC) website
<https://www.fcc.gov/document/fcc-chairwoman-renews-call-911-telecommunicator-reclassification>
- The National 911 Program website
<https://www.911.gov/projects/telecommunicator-job-reclassification/>
- Reclassify911Dispatchers.com
<https://reclassify911dispatchers.com/map/>

RESOLUTION SUPPORTING THE RECLASSIFICATION OF HIGH POINT 911 TELECOMMUNICATORS

WHEREAS, 911 telecommunicators are the first line of response during an emergency, and they deserve to be classified in a way that recognizes their work is on par with the work of other public safety servants classified as first responders;

WHEREAS, 911 telecommunicators require specialized training to perform a critical role in public safety, homeland security, and emergency responses;

WHEREAS, 911 telecommunicators work in a uniquely stressful environment, communicating with people in great distress, harm, fear, illness or injury, which can cause adverse impacts and trauma to these professionals;

WHEREAS, in September of 2021, U.S. Representatives Norma J. Torres and Brian Fitzpatrick announced that their 9-1-1 SAVES Actⁱ pass the House as part of the Fiscal Year 2022 National Defense Authorization Actⁱⁱ. The 9-1-1 SAVES Act is bipartisan legislation to reclassify 911 telecommunicators from “Office and Administrative Support” to “Protective Service Occupations” in the Office of Management and Budget’s Standard Occupational Classification (SOC) catalog;

WHEREAS, Senator Richard Burr of North Carolina introduced the 9-1-1 SAVES Act in the United States Senateⁱⁱⁱ, where it remained;

WHEREAS, 911 telecommunicators are working with elected officials around the country^{iv} to re-introduce this legislation with the next Congress^v, and local support will assist this effort;

WHEREAS, Representative James Roberson of Wake County issued a Representative Statement to the North Carolina General Assembly on February 15, 2023, recognizing 911 telecommunicators as first responders all throughout North Carolina.

NOW, THEREFORE, BE IT RESOLVED, that the High Point City Council distinguishes that 911 telecommunicators are considered public-safety first responders and is in support of bipartisan legislation to reclassify 911 telecommunicators from “Office and Administrative Support” to “Protective Service Occupations” in the Office of Management and Budget’s Standard Occupational Classification (SOC) catalog.

Adopted this the 21st Day of August 2023.

Jay Wagner, Mayor

ATTEST

Sandra Keeney
City Clerk

AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.20, ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of the City of High Point adopted “The City of High Point Development Ordinance” on May 16, 2016 with an effective date of January 1, 2017, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on July 25, 2023 and before the City Council of the City of High Point on August 21, 2023 regarding **Zoning Map Amendment Case ZA-23-17 (ZA-23-17)** 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 July 15, 2023, for the Planning and Zoning Commission public hearing and on August 9, 2023 and August 16, 2023, for the City Council public hearing pursuant to Chapter 160D-602 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 **August 16, 2023**.

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 a: **Light Industrial (LI) District**. The property is approximately 8.7 acres, located at the northwestern and northeastern corners of W. Green Drive and W. Grimes Avenue (*616, 630 and 623 W. Green Drive*). The property is also known as Guilford County Tax Parcels 172281, 172292 and 230264.

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.

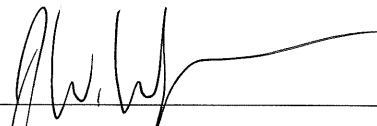
SECTION 3

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

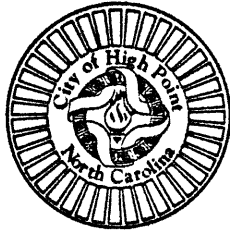
SECTION 4.

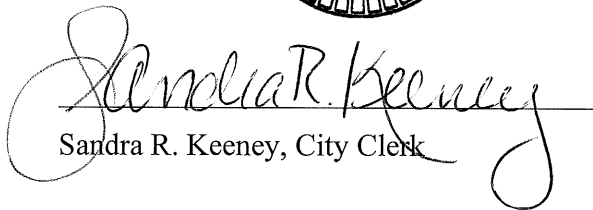
This ordinance shall become effective upon the date of adoption.

Adopted by the City Council
City of High Point, North Carolina
The 21st day of August, 2023

By: 
Jay W. Wagner, Mayor

ATTEST:




Sandra R. Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Parks & Recreation Sole Source – Aqua Management Partners	
FROM: Lee Tillery, Parks and Recreation Director	MEETING DATE: August 21, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Attachment A – Sole Source Recommendation Form Attachment B – Aqua Management Partners Exclusive Provider Info Attachment C – Aqua Management Partners Chemical Pricing	

PURPOSE: The sole source purchase of Accu-Tab and Acid-Rite erosion tablet feeders manufactured by Aqua Management Partners for the City Lake Park pool system.

BACKGROUND: The aquatic center at High Point City Lake Park utilizes Accu-Tab and Accu-Rite erosion tablet feeder systems to disperse chlorine and sodium bisulfate acid, which helps to control the pH levels in the water. The tablet feeder systems improve water quality and are less dangerous than traditional dispenser systems. Aqua Management Partners (AMP), a division of PurAqua Products, is the exclusive manufacturer of the Accu-Tab and Accu-Rite feeders and will be the sole source of the tablets as well. Utilizing the AMP Chemicals Pricing Sheet and the current rate usage at the facility, we estimate a cost of \$40,000 for the full Fiscal Year 2023-24. The \$40,000 request would cover the end of the current pool season (August-September 2023) and the beginning of next year's pool season (May-June 2024).

BUDGET IMPACT: Funds for this project were appropriated in the operating expenditures of the 2023-24 Parks and Recreation budget.

RECOMMENDATION / ACTION REQUESTED: Staff recommends City Council approve sole source recommendation and purchase of tablet feeders from Aqua Management Partners in the amount of \$40,000.



Financial Services
Purchasing Division



Requisition #

CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION FORM
(For Items Costing \$10,000.00 or More)
Statutory Reference N.C.G.S. 143-129(e)6

Vendor:

Item(s):

Justification:

The aquatic center at High Point City Lake Park utilizes the Accu-Tab and Acid-Rite erosion tablet feeders that are manufactured by Aqua Management Partners. Aqua Management Partners is the exclusive manufacturer of these feeders, therefore we must purchase the tablets from them as well.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E. Harmon
Date: 2023.07.11 13:07:15 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2023.07.11 13:57:00 -04'00'

City Council (\$30,000 – Up)

• [Home](#)

About us - Aqua Management Partners

ABOUT US

Our Mission

We create customized solutions for superior water management.

Aqua Management Partners is a division of PurAqua Products Inc. We are the exclusive manufacturer of Accu-Tab® and Acid-Rite® erosion tablet feeders. We are part of the Paddock Group of FAMILY-owned businesses, and we can draw on the experience of our strategic partners to provide the best solutions to our customers. We are uniquely qualified to provide commercial pool solutions ranging from the main drain to deck drains, pump rooms, controllers, and everything in between.

Aqua Management Partners provide their customer with the best opportunity for balanced, clarity, and the safest water possible to enhance the pool experience for young and old. We provide the best quality chemicals to balance pools supported by the newest technology in dispensing equipment.

There is no job too small or too large for our service team. We have over fifty years of experience to match all aspects of pool repairs.

AMP is here to meet all of your service needs!



pool management 1



pool water treatment



CHEMICALS

PRODUCT	UOM	CURRENT COST	NEW COST
Accu-Tab® Blue SI Tablets	60# Pail	\$187.84	N/A
Acid-Rite® Tablets	45# Pail	\$143.25	N/A
Sodium Bicarbonate Powder	50# Bag	\$44.31	N/A
Cyanuric Acid (Stabilizer) Granular	100# Drum	\$205.29	N/A
Muriatic Acid	4 Gal/Case	\$42.29	N/A
Calcium Hypochlorite Granular, 68%	100# Pail	\$230.65*	N/A
Calcium Hypochlorite Granular, 68%	50# Pail	\$177.60	N/A
Calcium Chloride Flake	50# Bag	\$40.63	N/A
Sodium Thiosulfate Powder	50# Bag	\$72.62	N/A
Sodium Carbonate (Soda Ash) Powder	50# Bag	\$52.96	N/A
Black Algae Granular	2# Bottle	\$32.46	N/A

* Due to continuing supply issues with granular calcium hypochlorite, this product is not currently available.

Prosperity & Livability Committee
Chaired by Councilman Hudson
Committee Members: Hudson, Holmes, Jefferson, and Peters
August 9, 2023 –9 :00 a.m.
High Point Municipal Building
211 S. Hamilton Street
3rd Floor, Council Chambers

CALL TO ORDER

Chairman Hudson called the meeting to order at 9:06 a.m.

Present (3): Chairman Wesley Hudson, Committee Member Cyril Jefferson, and Committee Member Michael Holmes

Absent (1): Committee Member Monica Peters

PRESENTATION OF ITEMS

2023-373 Consideration of Temporary Intersection and Pedestrian Improvements at Hillcrest Place and N. Main Street

City Council is requested to approve temporary intersection and pedestrian improvements at Hillcrest Place and N. Main Street consisting of improved roadway lighting, existing rectangular rapid flashing beacon enhancements, and installation of a concrete median refuge island with an estimated cost of \$45,000.

Greg Venable, Transportation Director, provided the staff report for this item. He stated High Point has contracted with Kimley Horn and Associates to study N. Main Street from Lexington Avenue to Church Street to provide recommendations for pedestrian safety improvements, streetscape improvements, speed reduction strategies, and complete street concepts.

Mr. Venable reviewed staff recommendations for temporary improvements which consist of improved lighting, existing rectangular rapid flashing beacon enhancements, and installation of a concrete mediation refuge island. He provided information regarding a High Intensity Activated Crosswalk (HAWK) noting that North Carolina Department of Transportation is agreeable with the signal with conditions, but further review and test would need to be conducted before a final decision made regarding the HAWK signal.

A thorough discussion ensued regarding improvements that could be made now, staff recommendations, the crosswalk placement, cost estimates, and expected timelines for the project.

Council Member Jefferson made a motion, seconded by Council Member Holmes, to approve staff recommendations to do the lighting, signs and flashers and not to do the refuge island.

A discussion ensued regarding the benefits of installing the refuge island and cost estimates if the refuge island needed removed after the comprehensive plan is completed.

Damon Dequenne, Assistant City Manager, stated staff is comfortable recommending all three recommendations for the intersection. He acknowledged concerns installing the refuge island and then possibly removing it, but noted the study is very comprehensive and could take more than a year to complete. He explained for the small expense of the refuge island, it might be in the best interest of the city to install it even if it would need to be removed as the time benefit would equal the investment.

A discussion ensued regarding the timeliness of the receiving the study and the benefit if installing the refuge island.

Council Member Jefferson amended his motion to include all three of staff recommendations and was seconded by Council Member Holmes.

Motion carried with the following:

Aye: Chairman Hudson, Committee Member Holmes, and Committee Member Jefferson

Absent: Committee Member Peters

Greg Ferguson, Deputy City Manager, provided an update regarding parking. He referred to a draft parking analysis performed by Kimley Horn noting there is a recommendation is to add some additional on street parking.

A thorough discussion ensued regarding future parking opportunities, pay parking, parking garage fees, and what next steps should be.

Council Member Jefferson stated he would like a discussion to take place in September or October regarding green space downtown.

ADJOURNMENT

There being no further business to come before the Committee, the meeting adjourned at 9:40 a.m.

Wesley Hudson, Chairman

Attest:

Sandra Keeney
City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: NC Municipal Power Agency Number 1 – Sale of 150MW	
FROM: Tyler Berrier, PE – Electric Utilities Director	MEETING DATE: August 21, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Power Purchase Agreement between NCMPA1 and Central Electric Power Cooperative, Inc. Amendment Agreement No. 3 to Project Power Sales Agreement Catawba Nuclear Project Agreement Regarding the Sale and Purchase of Excess Participant’s Share of Project Output Ordinance	

PURPOSE: Consider the sale of 150 MW of generation capacity from NC Municipal Power Agency Number 1 (“NCMPA1”) to Central Electric Power Cooperative, Inc. (“Central”).

BACKGROUND: Throughout the past several years, NCMPA1 staff has pursued the opportunity to diversify its wholesale generation mix and sell excess baseload. Preliminary economic analysis was presented to the NCMPA1 Board of Directors and ElectriCities Board of Directors by staff. NCMPA1 staff was directed to pursue a wholesale Purchase Power Agreement (“PPA”) with Central. On November 18, 2022, NCMPA1 and Central executed a letter of intent to pursue a PPA, and on June 5, 2023 NCMPA1 and Central executed a PPA for 150 MW of Catawba Nuclear Project (“Catawba”) entitlement.

Central would purchase 150 MW (18%) of NCMPA1’s Catawba output, structured as a PPA to mimic an outright ownership purchase. This would provide an 8-year (2024-2031) levelized capital payment of \$56M/yr. The capital cost component is based on risk-adjusted Combined Cycle Plant with a pass-through of Catawba operating costs. Also, 18% of NCMPA1’s Catawba operating costs will be passed through to Central. Central will pay 50% of any future carbon tax based on the assumption that the energy purchased came from a natural gas Combined Cycle plant. Additionally, Central buys-in to NCMPA1’s decommissioning fund and contributes at the same rate as NCMPA1 going forward.

BUDGET IMPACT: No impact for the current calendar year, however rate implications for the future years will have to be evaluated.

RECOMMENDATION/ACTION REQUESTED: Staff requests City Council’s consideration and approval of the PPA between NCMPA1 and Central, to consent to the transactions contemplated thereby, and to approve the Amendment Agreement No. 3 to Project Power Sales Agreement Catawba Nuclear Project, the Agreement Regarding the Sale and Purchase of Excess Participant’s Share of Project Output, and the ordinance attached hereto, and authorize the appropriate City officials and/or staff to prepare and execute all necessary documents.



EXECUTION VERSION

POWER PURCHASE AGREEMENT

BETWEEN

CENTRAL ELECTRIC POWER COOPERATIVE, INC.

AND

NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

Dated as of June 5, 2023

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EXHIBIT 1 - MONTHLY CHARGES FORMULA METHODOLOGY

EXHIBIT 2 - FORM OF LEGAL OPINION AS TO SELLER

EXHIBIT 3 - FORM OF LEGAL OPINION AS TO PURCHASER

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POWER PURCHASE AGREEMENT

This Power Purchase Agreement is made and entered into as of the 5th day of June, 2023 (the "Effective Date"), by and between CENTRAL ELECTRIC POWER COOPERATIVE, INC., a not-for-profit generation and transmission cooperative organized under the laws of the State of South Carolina ("Purchaser"), and NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1, a public body and body corporate and politic organized under the law of the State of North Carolina ("Seller"). Purchaser and Seller are hereinafter each referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller has a 75% ownership interest in Catawba Unit 2, located at the two-unit nuclear energy generating facility in York County, South Carolina ("Catawba") that is operated by Duke Energy Carolinas, LLC ("Duke"); and,

WHEREAS, Seller is a party to the Interconnection Agreement which, among other things, provides Seller with certain Reliability Exchanges (as defined herein); and

WHEREAS, in accordance with the terms of the Reliability Exchanges, Seller is entitled to approximately 18.75% of the capacity and associated output from each of Catawba Unit 1 and Catawba Unit 2 and approximately 18.19% of the capacity and associated output from each of nuclear generating units known as McGuire Unit 1 and McGuire Unit 2; and

WHEREAS, Seller intends to sell to Purchaser and Purchaser intends to purchase from Seller nuclear capacity and energy associated with a portion of Seller's ownership and contractual interest in the Catawba Project, on terms and conditions that are mutually agreeable to the Parties.

NOW THEREFORE, for and in consideration of the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are acknowledged hereby, Purchaser and Seller, each intending to be legally bound, hereby agree as follows:

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ARTICLE 1
DEFINITIONS AND EXPLANATION OF TERMS

1.1 Definitions. When used in this Agreement, the following capitalized terms shall have the meanings set forth below:

- 1.1.1 "Additional Sale Notice" has the meaning given such term in Section 15.3.
- 1.1.2 "Agreement" means this Power Purchase Agreement, including all exhibits attached hereto and all amendments hereto that may be made from time to time.
- 1.1.3 "Bankruptcy" means, with respect to a Party, if the Party (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4)(A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any Bankruptcy Law or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official and the filing by such Party of an answer or pleading admitting or failing to contest the material allegations of any such petition, or (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (A) above and either (I) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (II) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take

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possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) above (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

- 1.1.4 “Bankruptcy Law” means any applicable bankruptcy or insolvency statute.
- 1.1.5 “Business Day” means any day on which Federal Reserve Member Banks in New York, New York are open for business.
- 1.1.6 “Capacity” means electric capacity (expressed in kilowatts) and all related rights, benefits and credits associated with such electric capacity.
- 1.1.7 “Catawba Nuclear Station” means that certain nuclear power plant consisting of Unit 1, Unit 2, and station support facilities located in York County, South Carolina, approximately 19 miles southwest of Charlotte, North Carolina, and situated on a peninsula on the shores of Lake Wylie, as further described in Exhibit S-VI from NCMPA1’s Purchase, Construction, and Ownership Agreement.
- 1.1.8 “Catawba Owners” means, collectively, Duke and the entities that own portions of the Catawba Nuclear Station, namely the Seller, Piedmont Municipal Power Agency, and North Carolina Electric Membership Corporation.
- 1.1.9 “Catawba Project” means Seller’s ownership interest in Catawba Unit 2 and its contractual rights in and to the Reliability Exchanges.
- 1.1.10 “Catawba Project Operating Costs” has the meaning given such term in Section 4.2.3.
- 1.1.11 “Catawba Project Output” or “CPO” (as used in Section 4.1) means Seller’s actual entitlements to energy (in kilowatt hours) from the Catawba Project, as set forth in Sections 8.1 and 8.2 of the Interconnection Agreement.

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- 1.1.12 “Catawba Replacement Energy” means energy supplied by Duke to Seller pursuant to Section 8.1 of the Interconnection Agreement in lieu of a reduction in the net output of either Catawba Unit, as called for by Duke (i) for purposes of economic dispatch, (ii) to enhance system reliability, (iii) to meet valley load situations, or (iv) to satisfy system load or frequency regulation requirements.
- 1.1.13 “Catawba Unit 1” means the so designated nuclear generating unit located at the Catawba Nuclear Station.
- 1.1.14 “Catawba Unit 2” means the so designated nuclear generating unit located at the Catawba Nuclear Station.
- 1.1.15 “Charge for Capital Additions” has the meaning given such term in Section 4.2.2.
- 1.1.16 “Confidentiality Agreement” means the agreement among Seller, Purchaser and Duke described in Section 3.1.2.
- 1.1.17 “Contract Capacity” has the meaning given such term in Section 4.1.
- 1.1.18 “Contract Energy” means the energy from the Catawba Project that Seller agrees to deliver to the Delivery Point and sell to Purchaser and Purchaser agrees to receive as determined under Section 4.1.
- 1.1.19 “Contract Year” means the 12-month period commencing on January 1, 2024 and each 12-month period thereafter during the Initial Term or Extended Term of this Agreement.
- 1.1.20 “Credit Rating” means, with respect to any Person, the rating assigned to such Person’s unsecured, senior long-term debt obligations without the support of any third party credit enhancements by any Rating Agency or, if such Person does not have a rating for its senior unsecured long-term debt, then the rating then-assigned to such Person as an issuer, issuer default, or corporate rating by any Rating Agency. If such Person is rated by more than one of S&P, Fitch and Moody’s and such ratings are not equivalent, the lowest of the ratings shall determine the Credit Rating.
- 1.1.21 “Delivery Point(s)” means the point(s), defined in Article 2 of the Interconnection Agreement, at which Energy from the Catawba Nuclear Station and McGuire Nuclear Station is delivered to the Duke

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system transmission grid, namely where Duke's high voltage transmission lines connect with the steel frames of the Catawba Nuclear Station and the McGuire Nuclear Station switchyards, respectively.

- 1.1.22 "Dispute" has the meaning given such term in Article 16.
- 1.1.23 "Eastern Prevailing Time" or "EPT" means the time prevailing in the Eastern Time zone of the United States of America.
- 1.1.24 "Effective Date" means the date set forth in the preamble to this Agreement.
- 1.1.25 "Eligible Collateral" means cash or an unconditional Letter of Credit in a form reasonably acceptable to the other Party.
- 1.1.26 "Energy" means electric energy (expressed in kilowatt-hours).
- 1.1.27 "Environmental Attribute" means (a) any beneficial emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, resulting from, attributable to or associated with a zero emissions generation facility, which attribute shall be related to such facility's benefits to the environment and capable of being measured, verified or calculated and (b) the reporting rights related to any such attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, including the right of a party to report the ownership thereof in compliance with federal or state law, if applicable, or otherwise to a federal or state agency or any other party, including under any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes include, but are not limited to, carbon credits, portfolio credits, zero emissions credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable credits, emissions reductions, environmental air quality credits, federal, state, and local tax credits, grants or other tax incentives associated with the ownership or generation of Catawba and emissions reduction credits, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance attributable to the generation of energy by a zero emissions facility, and include, without limitation, any of the same arising out of legislation or regulation concerned with oxides of nitrogen, sulfur, or carbon, with particulate matter, soot, or mercury, or implementing an international

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convention or protocol, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator, and any other reward or incentive given for the use and/or generation of Energy by a zero emissions facility. Environmental Attributes includes any other environmental credits or benefits recognized in the future and attributable to energy generated by a zero emissions facility. Environmental Attributes may be associated with Contract Energy, Contract Capacity, or both.

- 1.1.28 “Event of Default” has the meaning given such term in Section 11.1.
- 1.1.29 “Existing Plant Capacity Rate” has the meaning given such term in Section 4.2.1.
- 1.1.30 “Extended Term” has the meaning set forth in Section 2.2.
- 1.1.31 “Facilities Study” means an engineering study conducted by the Transmission Provider to determine the modifications to the Transmission Provider’s transmission system, including the costs and scheduled completion dates for such modifications, if any, that will be required for Firm Transmission Service.
- 1.1.32 “FERC” means the Federal Energy Regulatory Commission or any successor Governmental Body exercising the same or equivalent jurisdiction.
- 1.1.33 “Firm Transmission Service” means (a) electric transmission service designated firm under the open access transmission tariff of a Transmission Provider having an open access transmission tariff, or (b) if purchased from a Transmission Provider that does not have an open access transmission tariff, electric transmission service sold by such Transmission Provider as firm transmission service and generally considered, pursuant to Prudent Utility Practice and NERC requirements, to be substantially equivalent to the firm transmission service referenced in section (a) of this definition, for each Wheel from the Delivery Point to the transmission system providing service to the Purchaser.
- 1.1.34 “Fitch” means Fitch Ratings, Ltd., or its successor; provided that, if Fitch ceases to exist or publish ratings, Fitch shall mean a nationally recognized statistical rating organization of similar standing

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mutually agreed upon by the Parties, which agreement will not be unreasonably withheld or delayed.

1.1.35

“Force Majeure” means any cause beyond the control of the Party affected and which with reasonable efforts the Party affected is unable to overcome. Provided that an event or circumstance meets the foregoing criteria, Force Majeure may include the following: acts of God; fire, flood, drought, landslide, lightning, earthquake, hurricane, volcanic eruption or tornado; famine, epidemic or quarantine; strike, lockout or other labor difficulty (but only to the extent the cause of such strike, lockout or other labor difficulty is regional or national in scope or is industry-wide and not specific to the Party claiming Force Majeure); delays caused by public bidding requirements; theft; casualty; accident; inability to obtain from any source goods, labor, equipment, information or drawings, machinery, supplies, energy, fuel, materials or rolling stock; embargo; injunction; war; civil disturbance; explosion; acts of public enemies; sabotage; or invasion.

Force Majeure shall not include (i) the inability for any reason to make payments hereunder; (ii) changes in market conditions that affect the cost or availability of supply of goods or services, (iii) changes in market conditions that affect the price of the Contract Energy or Contract Capacity, or (iv) performance, non-performance or events experienced by a contractor or subcontractor or supplier (including Operator) of any goods or services to either Party to the extent such performance, non-performance or events do not constitute Force Majeure with respect to such Party.

1.1.36

“Governmental Body” means any federal, state, local, municipal or other government; any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; any court or governmental tribunal and any RTO, or any other entity, having control over the security and reliability of the Grid; FERC, NRC, NERC, and SERC; provided, however, that Governmental Body shall not include any agency, court, commission, department or other such entity acting in its capacity as lender, guarantor, or mortgagee.

1.1.37

“Grid” means (i) at the time of this Agreement, the electric transmission system providing service to the Purchaser, or (ii) the third-party electric transmission systems that Wheel Purchaser’s energy from the Catawba Project, or (iii) if ownership or control of and jurisdiction

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over the electric transmission system providing service to the Purchaser or any such third party's electric transmission system is succeeded to by an RTO or other entity, the transmission system of that RTO or other successor entity.

- 1.1.38 "Imbalance" has the meaning given such term in Section 4.3.
- 1.1.39 "Indemnified Parties" has the meaning given such term in Article 14.
- 1.1.40 "Indemnifying Party" has the meaning given such term in Article 14.
- 1.1.41 "Initial Term" has the meaning set forth in Section 2.2.
- 1.1.42 "Interconnection Agreement" means that certain "Restated Interconnection Agreement" for the Catawba Nuclear Station between Duke and Seller, dated June 21, 1982, as amended.
- 1.1.43 "Investment Grade Credit Rating" means, with respect to any Party: (i) If such Party has a Credit Rating from a Rating Agency (but only one Rating Agency), such Party has a Credit Rating of at least "BBB+" from S&P or Fitch or at least "Baa1" from Moody's, as applicable; (ii) If such Party has a Credit Rating from more than one Rating Agency, the lowest of such Credit Ratings from the Rating Agencies is at least "BBB+" from S&P or Fitch or "Baa1" from Moody's, as applicable.
- 1.1.44 "kW" means kilowatt.
- 1.1.45 "kWh" means kilowatt-hour.
- 1.1.46 "Law" means any constitution, charter, act, statute, law, ordinance, code, rule, regulation or other applicable legislative or administrative action of any Governmental Body or any judicial or administrative interpretation thereof.
- 1.1.47 "Letter(s) of Credit" means one or more irrevocable, transferable standby letters of credit in a form acceptable to the Party in whose favor the letter of credit is issued and supported by a commercial bank or trust company organized under the laws of the United States or a political subdivision thereof, with (i) a credit rating of at least "A-" by S&P or Fitch and "A3" by Moody's; and (ii) having a capital and surplus of at least \$1,000,000,000.

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- 1.1.48 “Material Adverse Change” means, with respect to any entity: (i) such entity does not have an Investment Grade Credit Rating (including if an entity’s only Credit Rating is suspended); or (ii) such entity does not have a Credit Rating from any Rating Agency.
- 1.1.49 “McGuire Nuclear Station” means that certain nuclear power plant consisting of Unit 1, Unit 2, and station support facilities located in Mecklenburg County, North Carolina, approximately 17 miles north of Charlotte, North Carolina, and situated on the shores of Lake Norman.
- 1.1.50 “McGuire Unit 1” means the so designated nuclear generating unit located at the McGuire Nuclear Station.
- 1.1.51 “McGuire Unit 2” means the so designated nuclear generating unit located at the McGuire Nuclear Station.
- 1.1.52 “McGuire Replacement Energy” means energy supplied by Duke to Seller pursuant to Section 8.2 of the Interconnection Agreement in lieu of a reduction in the net output of either McGuire Unit, as called for by Duke (i) for purposes of economic dispatch, (ii) to enhance system reliability, (iii) to meet valley load situations, or (iv) to satisfy system load or frequency regulation requirements.
- 1.1.53 “Month” or “month” means the period beginning HE 0100 EPT of the first day of each calendar month and ending at the beginning of the same hour of the first day of the next succeeding calendar month during the Initial Term or Extended Term (as applicable) of this Agreement.
- 1.1.54 “Monthly Capacity Rate” has the meaning given such term in Section 4.2.1.
- 1.1.55 “Moody’s” means Moody’s Investor Services, Inc. or its successor; provided that, if Moody’s ceases to exist or publish ratings, Moody’s shall mean a nationally recognized statistical rating organization of similar standing mutually agreed upon by the Parties, which agreement will not be unreasonably withheld or delayed.
- 1.1.56 “Municipalities’ Consent” means the unanimous consent to, and approval of, (i) the consummation of the transactions contemplated by this Agreement (as the same may be amended by the Parties), and (ii) such other documents or agreements as may be necessary to effect

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or implement this Agreement, from each Participant, in form and substance reasonably satisfactory to Purchaser and Seller.

- 1.1.57 “MW” means megawatt.
- 1.1.58 “MWh” means megawatt-hour.
- 1.1.59 “NERC” means the North American Electric Reliability Corporation or successor organization.
- 1.1.60 “Non-Performing Party” has the meaning given such term in Section 10.1.
- 1.1.61 “Notice of Intent to Terminate” has the meaning given such term in Section 11.2.1.
- 1.1.62 “Notice of Interest” has the meaning given such term in Section 4.4.1.
- 1.1.63 “NRC” means the Nuclear Regulatory Commission or successor organization.
- 1.1.64 “Operating and Fuel Agreement” means that certain “Restated Operating and Fuel Agreement” for the Catawba Nuclear Station between Duke and Seller, dated June 21, 1982, as amended.
- 1.1.65 “Operating Committee” has the meaning set forth in Section 5.5.
- 1.1.66 “Operating Procedure” means the implementation and operating guide for this Agreement that details, among other things, the forecast and monitoring of Contract Energy, implementing and monitoring dynamic or block schedules, calculation and settlement of Imbalance, and re-marketing of Contract Energy, as initially established pursuant to Section 5.5, and as may be updated from time-to-time with the consent of both Parties.
- 1.1.67 “Operator” means the entity responsible for the operation, maintenance, and fueling of the Units, which, as of the Effective Date of this Agreement, is Duke.
- 1.1.68 “Output” or “output” has the meaning given such term in Section 7.2.

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- 1.1.69 “Participant(s)” means each of the cities and towns that have executed and are parties to a Project Power Sales Agreement with Seller as of the Effective Date.
- 1.1.70 “Parties” has the meaning given such term in the first paragraph of this Agreement.
- 1.1.71 “Person” means any individual, partnership, corporation, Limited Liability Company, association, business, trust, Governmental Body or other entity.
- 1.1.72 “Prime Rate” means the prime rate of interest as published from time to time in the Wall Street Journal or comparable successor publication. The Prime Rate shall be calculated on the basis of a 365-day year for the actual number of days applicable to a payment, reimbursement or adjustment.
- 1.1.73 “Project Agreements” means, collectively, the Interconnection Agreement, NCMPA1’s Purchase, Construction, and Ownership Agreement, the Operating and Fuel Agreement, and the Purchase, Construction, and Ownership Agreement.
- 1.1.74 “Project Power Sales Agreement(s)” means, either individually or collectively, the Project Power Sales Agreements related to the Catawba Nuclear Project between Seller and each Participant, entered into in 1978, as amended.
- 1.1.75 “Proportionate Share” means, in any given Contract Year, (i) for the Purchaser, the ratio that Contract Capacity bears to the Seller’s Retained Capacity as of the Effective Date of this Agreement, and (ii) for the Seller, the remaining share.
- 1.1.76 “Prudent Utility Practice” means any of the practices, methods and acts engaged in, or approved by, a significant portion of the nuclear electric utility industry in the United States operating facilities of a size and technology similar to the Catawba Project during the relevant time period, which, in the exercise of reasonable judgment in light of the facts known, or that reasonably should have been known, at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with applicable Laws, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices,

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methods and acts generally accepted in the United States and having due regard for current editions of the National Electrical Safety Code, the National Electric Code, Nuclear Regulatory Commission, NRC and other applicable electrical, safety and maintenance codes and standards, manufacturers' warranties and applicable Laws.

- 1.1.77 "Purchase, Construction, and Ownership Agreement" means that certain "Restated Purchase, Construction, and Ownership Agreement" for the Catawba Nuclear Station between Duke and Seller, dated June 21, 1982, as amended.
- 1.1.78 "Purchaser" has the meaning given such term in the first paragraph of this Agreement.
- 1.1.79 "Purchaser's Ratio" has the meaning given such term in Section 4.1.
- 1.1.80 "Rating Agency" means any of S&P, Moody's, or Fitch.
- 1.1.81 "Reliability Exchanges" means the exchange provisions involving Catawba Unit 1 and the McGuire Nuclear Station described in Article 5 of the Interconnection Agreement.
- 1.1.82 "Retained Capacity" means the 831,461 kW of capacity in the Catawba Project to which the Seller is entitled under Article 6 of the Interconnection Agreement as of the Effective Date.
- 1.1.83 "RTO" means any FERC-approved organization or entity that governs, controls or administers transmission access and related functions of Purchaser and Seller pursuant to the rules, concepts and specifications contained in FERC Order 2000 and related orders.
- 1.1.84 "S&P" means the Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor; provided that, if S&P ceases to exist or publish ratings, S&P shall mean a nationally recognized statistical rating organization of similar standing mutually agreed upon by the Parties, which agreement will not be unreasonably withheld or delayed.
- 1.1.85 "Scheduled Maintenance" means the removal of one or more Units that comprise the Catawba Project or a component thereof from service (which removal reduces the capability of the one or more Units to operate) to perform maintenance, overhaul, inspection, testing or repair work, as contemplated in Section 5.3.

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- 1.1.86 "Seller" has the meaning given such term in the first paragraph of this Agreement.
- 1.1.87 "SERC" means the SERC Reliability Corporation.
- 1.1.88 "Short-term Transactions" means a sale of Contract Energy in the physical forward markets on a duration basis of less than twelve (12) Months.
- 1.1.89 "Transmission Provider" means any Person, including an RTO, providing transmission services for the delivery of Contract Energy from the Delivery Point to the point of receipt on the transmission system providing service to the Purchaser.
- 1.1.90 "Unit" or "Units" means individually, or collectively, Catawba Unit 1, Catawba Unit 2, McGuire Unit 1, or McGuire Unit 2.
- 1.1.91 "Uprate Project" has the meaning given such term in Section 4.4.1
- 1.1.92 "Wheel" means the movement of energy across the transmission system of another entity.

1.2 Rules of Construction. In this Agreement, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa. The terms "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." The term "month" refers to a calendar month. References to Exhibit shall be references to an Exhibit to this Agreement unless specifically stated otherwise. A reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented and restated through the date as of which such reference is made. A reference to any Person includes reference to its successor or permitted assignee. The term "or" is not exclusive, the terms "shall" and "will" are mandatory and the term "may" is permissive. In the event that any index or publication referenced in this Agreement ceases to be published, each such reference shall be deemed to be a reference to a successor or alternate index or publication reasonably agreed by the Parties. Both Parties acknowledge that each was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction shall be raised or used in which the provisions of this Agreement shall be construed in favor of or against either Party because one is deemed to be the author thereof.

1.3 Consents. Whenever the consent or approval of either Party is required under this Agreement, such consent or approval shall not be unreasonably withheld, unless this Agreement provides that such consent or approval is to be given by such Party at its sole or absolute discretion

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or is otherwise qualified.

ARTICLE 2 TERM OF AGREEMENT

2.1 Term of Agreement. This Agreement will become effective upon execution by representatives of each Party duly empowered and authorized to so execute and will continue in effect, unless terminated pursuant to the provisions of Article 11 below, through the expiration of the Catawba Nuclear Station's NRC operating license, as it may be extended by the NRC.

2.2 Initial and Extended Terms. The "Initial Term" shall commence on January 1, 2024, and continue in effect through December 5, 2043, the currently scheduled expiration date of the Catawba Nuclear Station's NRC operating license. The "Extended Term," if any, shall commence beginning on December 6, 2043 and will continue through the dates of any extension that the NRC may grant to the Catawba Nuclear Station NRC operating license (e.g., through 2063 in the case of a 20-year extension).

2.3 Survival. Applicable provisions of this Agreement shall continue in effect after termination to the extent necessary to satisfy the terms and conditions of this Agreement and, as applicable, to provide for: final billings and adjustments related to the period prior to termination, repayment of any money due and owing either Party pursuant to this Agreement and the indemnifications specified in this Agreement.

ARTICLE 3 CONDITIONS PRECEDENT

3.1 Notwithstanding any provisions of this Agreement to the contrary, the following shall be conditions precedent to the Parties' respective obligations set forth in this Agreement.

3.1.1 Firm Transmission Service. Purchaser shall exercise commercially reasonable efforts to negotiate agreements for Firm Transmission Service in accordance with Prudent Utility Practice. If the Purchaser fails to enter into the necessary agreements for Firm Transmission Service on terms and conditions reasonably satisfactory to Purchaser by December 1, 2023, or such other date to which the Parties may mutually agree, Purchaser may terminate this Agreement and such termination shall be without liability to either Party arising from such termination.

3.1.2 Confidentiality Agreement with Duke. The Parties hereto, the Purchaser's scheduling agent, and Duke, on or before December 1, 2023, shall execute an agreement permitting Seller to share with Purchaser and its scheduling agent confidential information

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provided to Seller by Duke, or developed by Seller from confidential information provided to Seller by Duke, related to the Catawba Nuclear Station and/or its operations (the "Confidentiality Agreement"). Seller and Purchaser shall exercise commercially reasonable efforts to enter into such an agreement. This Agreement, and the Parties' obligations hereunder, will terminate automatically without further action by either Party if the Confidentiality Agreement is not executed by December 1, 2023 or such other date to which the Parties may mutually agree.

3.1.3 Municipalities' Consent. Seller shall use commercially reasonable efforts to obtain the Municipalities' Consent, on or before September 1, 2023, or such other date as the Parties may agree, and the Municipalities' Consent shall be in full force and effect, and shall not have been reversed, stayed, enjoined, set aside, annulled or suspended. Either Party may terminate this Agreement if the Municipalities' Consent is not in full force and effect on or before September 1, 2023, or such other date to which the Parties may mutually agree, and such termination shall be without liability to either Party arising from such termination.

3.1.4 Amendment to Project Power Sales Agreements. Seller shall use commercially reasonable efforts to enter into an amendment to each of its Project Power Sales Agreements with each Participant on or before September 1, 2023, or such other date as the Parties may agree, that reflects and gives effect to the terms of this Agreement with Purchaser. Either Party may terminate this Agreement if such amendments to the Project Power Sales Agreements have not been executed on or before September 1, 2023, or such other date as the Parties may agree, and such termination shall be without liability to either Party arising from such termination.

3.1.5 Bond Resolution Requirement. Seller shall use commercially reasonable efforts to obtain advice or confirmation, whether published, informal, private or confidential, from each Rating Agency currently rating any bonds outstanding under the Bond Resolution adopted by the Seller's Board of Commissioners on November 16, 1978, as supplemented and amended (unless in any case such Rating Agency advises Seller that it does not provide the same in the ordinary course of business) to the effect that such same rating will not be downgraded as a result of Seller entering into this Agreement with Purchaser. Either Party may terminate this Agreement if Seller has not obtained such advice or confirmation (or has not received advice that the Rating Agency does not provide such advice or confirmation) on or before September 1, 2023, or such other date as the Parties may agree, and such termination shall be without liability to either Party arising from such termination.

3.1.6 Legal Opinions. Purchaser and Seller shall have received opinions of legal counsel to the other Party executed simultaneously with this Agreement substantially in the form of Exhibits 2 and 3.

ARTICLE 4 SALE AND PURCHASE

4.1 Quantities of Contract Capacity and Contract Energy. Subject to the terms and conditions of this Agreement, Seller agrees to deliver and sell to Purchaser and Purchaser agrees to receive and purchase from Seller "Contract Capacity" and "Contract Energy" in the amounts and according to the following:

Contract Capacity: 150 MW

Contract Energy: (150,000 kW/831,461 kW) ("Purchaser's Ratio") X CPO

For purposes of computing Contract Energy, "CPO" is Seller's Catawba Project Output in any given hour, including Catawba Replacement Energy and McGuire Replacement Energy, and "831,461 kW" is Seller's Retained Capacity as of the Effective Date. With the exception of changes that may be required by the provisions of Section 4.4.3, Purchaser's Ratio will not change after the Effective Date.

- 4.1.1 Extended Term. If there is an Extended Term, as provided in Section 2.2 of this Agreement, Contract Capacity will, unless otherwise agreed by the Parties pursuant to Section 4.4, remain at 150,000 kW and Contract Energy will remain at Purchaser's Ratio X CPO.
- 4.1.2 Obligation to Supply and Receive. Except as otherwise permitted in this Agreement, during the Initial Term and an Extended Term, if any, the Seller shall make available to Purchaser the Contract Capacity and deliver to the Delivery Point the Contract Energy. Purchaser shall accept and receive, or cause to be accepted and received the Contract Energy at the Delivery Point for the account of Purchaser.
- 4.1.3 Allocation of Additional Rights and Obligations. Purchaser shall be entitled to and shall receive its Proportionate Share of all financial adjustments, proceeds, credits, rebates or similar benefits received by Seller related to its ownership in the Catawba Project, including rights provided in the Project Agreements, Environmental Attributes and any other attribute conferring a financial benefit to Purchaser as a result of the Catawba Nuclear Station's existence as a nuclear facility. Purchaser shall be responsible for payment of its Proportionate Share of all costs, surcharges, fees, fines, penalties, taxes or similar obligations of Seller relative to its ownership in the Catawba Project, as set forth in Section 4.2 of this Agreement, except that Purchaser shall not be responsible for fines or penalties levied as a result of the negligence or willful misconduct of Seller.

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4.2 Charges for Contract Capacity and Contract Energy. The charges for Contract Capacity and Contract Energy in each Month of any Contract Year will consist of the Charge for Contract Capacity, the Charge for Capital Additions, the Charge for Catawba Project Operating Costs, and excise taxes or any subsequent or replacement taxes paid to the State of South Carolina related to sales of Contract Energy. Exhibit 1 to this Agreement summarizes the charges for Contract Capacity and Contract Energy and the formulaic methodology that will be used to compute monthly charges for the various charge components is set forth below (and in Exhibits 1.1, 1.2, and 1.3).

4.2.1 Charge for Contract Capacity. The Charge for Contract Capacity will be equal to the Contract Capacity in kW multiplied by the Monthly Capacity Rate. The "Monthly Capacity Rate" will be equal to the Existing Plant Capacity Rate (as defined below) divided by 12. The "Existing Plant Capacity Rate" for Contract Years 2024 through 2031 will be expressed on a \$/kW-year, and calculated in accordance with Exhibit 1.1. The Existing Plant Capacity Rate during the remainder of the Initial Term and the Extended Term, if any, will be \$0/kW-year.

4.2.2 Charge for Capital Additions. The Charge for Capital Additions in any given Month of a Contract year shall be Purchaser's Ratio of Seller's Catawba Project direct and indirect capital additions and associated fees billed to Seller by Duke for such Month pursuant to the Operating and Fuel Agreement, calculated in accordance with Exhibit 1.2 of this Agreement.

4.2.3 Charge for Catawba Project Operating Costs. The Charge for Catawba Project Operating Costs in any given Month of a Contract Year shall be the sum of the following (i) Purchaser's Ratio of Seller's Catawba Project non-fuel direct and indirect operating and maintenance expenses and associated operating fees billed to Seller by Duke for such Month pursuant to the Operating and Fuel Agreement, (ii) Purchaser's Ratio of Seller's Catawba Project related administrative and general expenses for such Month, (iii) Purchaser's Ratio of one-twelfth (1/12) of Seller's annual property taxes associated with the Catawba Project, (iv) Purchaser's Ratio of Seller's decommissioning cost accruals for such Month, (v) Purchaser's Ratio of Seller's Catawba nuclear fuel amortization expenses for such Month, (vi) Purchaser's Ratio of Seller's Catawba Replacement Energy and McGuire Replacement Energy charges, if any, and (vii) Purchaser's Ratio of Seller's McGuire Reliability Exchange capacity and net energy charges for such Month pursuant to Sections 5.3 and Article 8 of the Interconnection Agreement, respectively, all calculated in accordance with Exhibit 1.3 of this Agreement.

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- 4.2.4 South Carolina Excise and Other Taxes. For any given Month, Seller shall pass through to Purchaser Seller's electric power excise tax obligation associated with the Contract Energy actually delivered to the Delivery Point under this Agreement, which is billed on a cents/kWh of electric power sold for resale within South Carolina (i.e., Contract Energy), or any additional, subsequent, or successor tax that is levied by South Carolina on the sale of electric power sold for resale within the state and applicable to the Contract Energy actually delivered to the Delivery Point. Seller shall also pass through to Purchaser all taxes as required under Article 26 herein.
- 4.2.5 Partial Months. For any partial Month, the charge for Contract Capacity shall equal the amount determined pursuant to the formulaic methodology set forth in Section 4.2.1 above multiplied by a fraction, the numerator of which is the number of days of such partial Month within the Contract Year, and the denominator of which is the total number of days in such Month. The charge associated with all non-energy-related Purchaser's Proportionate Share of the Seller's Catawba Project Operating Costs will follow the same pro-rata partial month apportionment. Energy-related charges for Contract Energy (that include Catawba nuclear fuel amortization expense, Catawba Replacement Energy and McGuire Replacement Energy charges, and McGuire Reliability Exchange net energy charges) for partial Months will be based upon (and limited to) the Contract Energy actually delivered during the days of such partial Month in which Contract Energy was delivered. Notwithstanding the provisions of Article 10 herein, the payments for Contract Capacity and Purchaser's Proportionate Share of the Seller's Catawba Project Operating Costs shall be made by Purchaser during all Months of the Initial Term and any Extended Term(s).
- 4.2.6 Liability for Negligence or Willful Misconduct of Seller. Notwithstanding any other provision of this Agreement, Purchaser shall not be liable for any costs or losses incurred due to the negligence or willful misconduct of Seller. If Purchaser incurs costs or losses from the negligence of Seller, Seller shall credit the amount of such costs or losses to Purchaser pursuant to Section 8.2. In no event shall such credit exceed direct replacement energy costs incurred by Purchaser.
- 4.2.7 Liability for Negligence or Willful Misconduct of Third Parties. Notwithstanding any other provision of this Agreement, Seller shall not be responsible for the losses of Purchaser due to negligence or willful misconduct by third parties except that, if Purchaser incurs losses due to negligence or willful misconduct of Operator or another third party, Seller shall credit Purchaser to the extent that Seller recovers all or a portion of

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such losses from Operator or third party. In such event, Seller shall include a credit equal to Purchaser's Ratio of such recovery in the next ensuing monthly invoice after the recovery.

4.3 Dispatch and Scheduling. Pursuant to the Interconnection Agreement, Duke has sole responsibility for the scheduling and dispatching of the available capacity of the Catawba (and McGuire) Units. Duke is obligated to schedule and dispatch the Catawba (and McGuire) Units in accordance with Duke's standard scheduling and dispatching procedures to serve the combined loads of Duke and the other Catawba Owners. Seller will provide forecasts of its Catawba Project Output for the purpose of Purchaser developing Contract Energy schedules, and will commit to keeping Purchaser abreast of the real-time status of the Units, along with their planned/scheduled outages as described in the Operating Procedure. Purchaser acknowledges that Seller relies upon Operator to develop and communicate to the Catawba Owners such forecasts.

Purchaser will be responsible for taking delivery of the Contract Energy at the Delivery Point(s) and scheduling the Contract Energy from the Delivery Point(s). To the extent Purchaser is able to make appropriate arrangements with the Transmission Providers, Purchaser will take delivery through a dynamic schedule. Purchaser is responsible for all tagging requirements associated with the Contract Energy schedules, including compliance with all applicable NERC and NAESB standards. If, and to the extent that, any scheduling estimations, limitations or restrictions result in a difference between the actual amount of Contract Energy available in an hour and the amount of energy that is actually provided to, or for the account of, the Purchaser in that hour (the "Imbalance"), such Imbalance shall be settled as between the Purchaser and the Seller. The charge or credit for Imbalance in any given month will be based upon the Generation Imbalance (Schedule 13) charges or credits attributable to Purchaser's Contract Energy incurred by Seller pursuant to its Service Agreement for Network Integration Transmission Service with its Transmission Provider, as described in the Operating Procedure.

4.4 Power Uprates.

4.4.1 Seller shall notify Purchaser, within thirty (30) days of Seller's receipt of notice from Operator, that Operator is considering making Capital Additions to either of the Catawba Units which may increase the Catawba Project Output ("Uprate Project"). Within ninety (90) days of Purchaser's receipt of such notice, Purchaser shall notify Seller that Purchaser is either interested in participating in the Uprate Project ("Notice of Interest") or is not interested in participating in the Uprate Project. If Purchaser provides Seller a Notice of Interest, within 5 months after the date of the Notice of Interest, Purchaser shall either confirm its intent to participate or withdraw from the Uprate Project.

4.4.2 If Purchaser confirms its intent to participate in an Uprate Project, the Purchaser's Ratio would remain unchanged, and Contract Energy would increase proportionately in connection with the Uprate Project (i.e., no amendments to this Agreement would be necessary).

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4.4.3. If Purchaser declines to participate in such Uprate Project and Seller participates in the Uprate Project, the Parties will amend this Agreement in a manner such that (i) Purchaser is not responsible for the Capital Additions cost associated with the Uprate Project, and (ii) once the Uprate Project is completed, the Purchaser's Ratio would be reduced, as appropriate, recognizing the estimated increase in the Catawba Project Output as a result of the Uprate Project. If Seller and Purchaser are unable to reach an agreement regarding an amendment to this Agreement, the parties shall resolve such dispute in accordance with to the dispute resolution procedures in Article 16 to effect the foregoing intent. Notwithstanding the foregoing provisions relating to Purchaser's right to participate or not participate in an Uprate Project, Seller is under no obligation to approve such Uprate Project under the Operating and Fuel Agreement. If Seller does not approve such Uprate Project under the Operating and Fuel Agreement, Purchaser will have no rights with respect to energy or capacity from the Uprate Project.

4.5 Re-marketing of Contract Energy by Seller. If requested by Purchaser in accordance with the terms relating to re-marketing of Contract Energy by Seller set forth in the Operating Procedure, Seller will make commercially reasonable efforts to re-market Contract Energy on Purchaser's behalf in Short-term Transactions in a manner that is reasonably expected to result in no financial detriment to Seller. The determination of the existence or expectation of financial detriment to Seller shall be made by Seller in its sole discretion. If Purchaser requests Seller to re-market Contract Energy, Purchaser will inform Seller of the applicable re-marketing period and appropriately adjust all Contract Energy delivery schedules during the applicable period. Revenues due to Purchaser derived from such Short-term Transactions will be credited to the account of Purchaser on the next ensuing monthly invoice, as shown on Exhibit 1.

Purchaser reserves the right to re-market Contract Energy on its own or through a third party so long as such re-marketing does not violate any covenants or conditions of this Agreement. Any costs, fees or penalties incurred by Purchaser, or a third party acting on Purchaser's behalf, associated with Purchaser's decision to re-market Contract Energy will be the sole responsibility of Purchaser.

4.6 Contract Energy Statement. Concurrently with the issuance of each monthly invoice by Seller, Seller shall submit to Purchaser a statement setting forth in reasonable detail the quantity of Contract Energy actually delivered to Purchaser from the Catawba Project as described in the Operating Procedure. Purchaser acknowledges that Seller relies upon Operator to develop and communicate to the Catawba Owners such information.

4.7. No Adverse Distinction. During the term of this Agreement, Seller shall exercise any rights it has under the Project Agreements to avoid any adverse distinction made by Duke (or any future operator of the Catawba Project) between dispatch of the Catawba Project and any other assets Duke (or a future operator) holds. Additionally, when Duke supplies Seller Catawba Replacement Energy or McGuire Replacement Energy, Seller shall not distinguish between

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Purchaser and any of Seller's other customers when delivering such Catawba Replacement Energy and McGuire Replacement Energy.

ARTICLE 5 COMMUNICATION, SCHEDULED MAINTENANCE, CATAWBA COST PROJECTIONS, AND OPERATING COMMITTEE

5.1 Communication. Purchaser and Seller shall follow the procedures for notice and communication of energy delivery and transmission issues described in the Operating Procedure.

5.2 Recording. The Parties hereby consent to the recording of all conversations on the telephone lines used for communicating scheduling of Contract Energy and related notices and instructions in accordance with customary industry practice. The contents of such recordings shall be definitive, except in the case of manifest error.

5.3 Scheduled Maintenance. Prior to September 1st of each Contract Year, the Seller shall provide Purchaser with a schedule indicating the Operator's target dates and durations of planned maintenance outages of the Units for the following calendar year and beyond (extending as many years as the Operator has provided). Thereafter, the Seller shall provide Purchaser with as much notice as practicable should changes to the previously submitted schedule occur and shall provide Purchaser updated information from time to time as to the status and anticipated availability of the Units, including current planned Unit maintenance outages and the commencement of and anticipated completion of forced outages. All information related to planned outages of the Units, as provided by Seller, shall be subject to the Confidentiality Agreement. Purchaser acknowledges that Seller relies upon Operator to develop and communicate to the Catawba Owners the yearly planned maintenance outage schedules and updates thereto.

5.4 Catawba Cost Projections. Prior to September 15th of each Contract Year, Seller shall provide Purchaser with the Operator's most current estimates of the Catawba Nuclear Station's direct and indirect operation and maintenance and capital additions costs for the immediately following Contract Year. Prior to December 15th of each Contract Year, Seller shall provide Purchaser with the Operator's estimates of the Catawba Nuclear Station's direct and indirect operation and maintenance and capital additions costs that will be billed under the Operating Agreement on an estimated basis for the immediately following Contract Year. Prior to February 1st of each Contract Year, Seller shall provide Purchaser with the Operator's 5-year planning estimates of the Catawba Nuclear Station's operation and maintenance and capital additions costs. At any time during each Contract Year, to the extent the Operator provides preliminary estimates of operating and maintenance and capital additions costs to Seller, Seller shall endeavor to provide such estimates to the Purchaser. All information related to the estimates of the Catawba Nuclear Station's operation and maintenance and capital additions costs, as provided by Seller, shall be subject to the Confidentiality Agreement. Purchaser acknowledges

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that Seller relies upon Operator to develop and communicate to the Catawba Owners the annual estimations of operation and maintenance and capital additions costs.

5.5 Operating Committee. The Parties shall establish an "Operating Committee" consisting of two (2) representatives each. The Operating Committee shall facilitate the coordination and interaction between the Parties with respect to the performance of the duties and obligations imposed on the Parties hereunder, including initial development of the Operating Procedure that shall be finalized no later than November 1, 2023. The Operating Committee shall update the Operating Procedure from time to time, as needed. The Operating Committee shall not, however, have any authority to modify or otherwise alter the Parties' rights and obligations under this Agreement.

ARTICLE 6 INTERCONNECTION AND TRANSMISSION

6.1 Interconnection. Pursuant to the Interconnection Agreement, the Units interconnect with Duke's transmission system at the Delivery Point.

6.2 Transmission. Purchaser shall be responsible for all costs associated with and for making all arrangements, including tagging and any required ancillary services, with the Transmission Providers for transmission from and beyond the Delivery Point of Energy delivered by Seller to Purchaser pursuant to this Agreement.

ARTICLE 7 RISK OF LOSS; HOURLY CATAWBA PROJECT OUTPUT

7.1 Risk of Loss. Contract Energy delivered pursuant to this Agreement shall be made available to Purchaser at the Delivery Point. Title and risk of loss with respect to all Contract Energy shall pass to Purchaser when Contract Energy is made available to Purchaser at the Delivery Point. Except to the extent expressly limited in this Agreement, Purchaser shall bear all risk of all occurrences of any nature (including any event beyond the reasonable control of either Party) affecting any interconnection facilities, substations, transmission lines and other facilities beyond the Delivery Point.

7.2 Hourly Catawba Project Output. Pursuant to Sections 8.1(D) and 8.2(D) of the Interconnection Agreement, for purposes of measuring Catawba Project Output in any given hour, the Output is derived algorithmically as follows:

In any hour, the Output of Catawba Unit X and the Output of McGuire Unit X shall be derived using the following equations:

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Output of Catawba Unit X = GNA (gross output of Catawba Unit X) + GNB

Output of McGuire Unit X = GNA (gross output of McGuire Unit X) + GNB

Where GNA and GNB are constants for the respective unit supplied by Duke and derived by the application of a "least squares" linear curve fitting program to a representative sample of metered gross output and corresponding net output values for the Unit in question.

The gross output of Catawba and McGuire Units are metered by Duke on a real time basis and such hourly integrated values of Catawba Project Output (as measured in kWh) are provided to NCMPI on its Interconnection Agreement monthly invoice.

ARTICLE 8 METHOD OF PAYMENT

8.1 Invoicing and Payment. As soon as reasonably practicable after the first day of each Month, commencing with the second Month or portion thereof during which any Contract Energy is delivered to Purchaser and continuing for each Month until the first Month after the termination of this Agreement, Seller shall submit to Purchaser an invoice as described in Section 8.2. If such invoice indicates a net amount payable to Seller, Purchaser shall pay such invoice within fifteen (15) Business Days of Purchaser's receipt of the invoice. Such payment shall be made, in U.S. dollars, by wire transfer or ACH of immediately available funds prior to 3:00 p.m. Eastern Prevailing Time, on the date of payment, to Seller at its account with _____, Account No. _____ (ABA No. _____) or such other account in the continental United States as Seller shall direct in a notice to Purchaser at least ten (10) Business Days prior to the date such payment is due. Payments made after 3:00 p.m. Eastern Prevailing Time or on a day that is not a Business Day shall be deemed to be made on the next subsequent Business Day. If such invoice indicates a net amount payable to Purchaser, Seller shall pay such amount within fifteen (15) Business Days of Purchaser's receipt of the invoice.

8.2 Monthly Invoices. Each Monthly invoice shall show the amount and calculation of the following, as applicable: (i) the Charge for Contract Capacity, the Charge for Capital Additions, and the Charge for Catawba Project Operating Costs payable by Purchaser to Seller for the preceding Month, as more fully outlined in Exhibit 1, net of any amounts to be credited by Seller to Purchaser for such Month; and (ii) payments, refunds, credits and reductions, if any, payable by either Party pursuant to Section 8.3 and Section 8.4.

8.3 Late Payments. Any amount due from either Party hereunder not paid in full on or before the date such payment is due will incur a late payment charge on the unpaid amount from the original due date until the date paid at an annual rate equal to the then Prime Rate plus one (1)

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percentage point.

8.4 Billing Disputes. In the event of any dispute as to all or any portion of any Monthly invoice, Purchaser shall give notice of the dispute to Seller but shall pay the full amount of the invoice when due (or if applicable, Seller shall give notice to Purchaser of Seller's dispute regarding any information provided by Purchaser that was a factor in any calculation supporting invoiced amounts). Each notice shall state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. Purchaser and Seller shall give all due and prompt consideration to any such dispute. Upon final determination (whether by agreement, dispute resolution pursuant to Article 16 hereof, or otherwise) of the dispute, any amounts due to Purchaser or Seller, together with simple interest from the date due until the date paid at the Prime Rate, shall be paid no later than 30 days following such final determination.

8.5 Audit Rights. Each Party, or any authorized third-party representative of a Party, shall keep complete and accurate records, and shall maintain such data as may be necessary for the purpose of ascertaining the accuracy of all relevant data, estimates, or statements of charges submitted hereunder for a period of two (2) full calendar years, or longer if a dispute is timely brought by a Party consistent with this Agreement. Within a two (2) year period from the date an invoice is delivered under this Agreement, either Party may request in writing copies of the records supporting the invoice and audit the other Party's books and records (or other information to which the other Party has access) to the extent reasonably necessary to verify the accuracy of any statement or charge. The Party from which documents or data have been requested shall cooperate in providing the documents and data within a reasonable time period. If a Party brings a timely dispute consistent with the requirements of this Agreement, both Parties agree to retain complete and accurate records and such data as may be necessary for the purpose of ascertaining the accuracy of all relevant data, estimates, or statements of charges submitted hereunder until the dispute is resolved. The Parties shall maintain their respective books and records in accordance with generally accepted accounting principles applicable from time to time.

ARTICLE 9

REGIONAL TRANSMISSION ORGANIZATION; ENVIRONMENTAL ATTRIBUTES

9.1 Formation of RTO. In the event that the formation of one or more RTOs materially changes the scheduling requirements or cost components of transmission service associated with the delivery of Contract Energy after the Delivery Point as provided under this Agreement (including, but not limited to, costs associated with congestion, re-dispatch and marginal transmission losses), Purchaser shall bear responsibility for all such costs after the Delivery Point.

9.2 Environmental Attributes. To the extent future State or Federal legislation or regulations impose costs on emissions of carbon dioxide from fossil-fueled generation (regardless of whether either Party has fossil-fueled generation in its resource portfolio) during the term of this Agreement, Purchaser agrees to pay Seller one-half of the costs associated with the cost of

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carbon dioxide emissions from an equivalent amount of Contract Energy deemed to have been generated from a gas-fired combined cycle generating facility. Prior to such legislation or regulations becoming effective, the Parties shall engage in good-faith negotiations to amend this Agreement to effectuate the intention that Purchaser shall bear 50% of the cost of such legislation or regulation as if such Contract Energy had been generated by gas-fired combined cycle technology generation, and that such hypothetical costs shall be paid to Seller. If Seller and Purchaser are unable to reach an agreement regarding an amendment to this Agreement, the Parties shall resolve such dispute in accordance with the dispute resolution procedures in Article 16 to effect the foregoing intent. To the extent State or Federal legislation or regulations currently provide or in the future establish an Environmental Attribute that confers a financial benefit on energy produced by the Catawba Nuclear Station, Purchaser shall receive its Proportionate Share of the financial benefit, per Section 4.1.3.

ARTICLE 10 FORCE MAJEURE

10.1 Force Majeure Notice and Obligations. The existence of Force Majeure, which prevents a Party (the "Non-Performing Party") from performing or from timely performing an obligation set forth in this Agreement, shall excuse the Non-Performing Party's delay in performing, or failure to perform, such obligations, subject to any express limitations on such excuse set forth in this Article 10. In the event a Force Majeure causes the Non-Performing Party to delay performance or fail to perform an obligation under this Agreement:

10.1.1 the Non-Performing Party shall give the other Party written notice and full details as soon as practicable after learning of the Force Majeure;

10.1.2 the Non-Performing Party shall use reasonable dispatch to remedy its inability to perform (except that this provision shall not impose a requirement on either Party to deliver or receive Contract Energy at a delivery point other than a Delivery Point), and, if Seller is the Non-Performing Party, Seller shall use reasonable efforts to provide Contract Energy from the Catawba Project at the Delivery Point; and

10.1.3 when the Non-Performing Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.

10.2 During the suspension of performance due to or resulting from a Force Majeure declared by Seller based on a claim of Force Majeure declared by the Operator, Purchaser shall continue to make all payments due to Seller pursuant to Article 8 during the Force Majeure event, regardless of the amount of Contract Energy delivered, for so long as and to the extent Seller is

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required to make payments to the Operator, provided that Seller takes all reasonable steps to contest any claim of Force Majeure by the Operator and enforces all rights it may have with claims of Force Majeure against the Operator.

10.3 During the suspension of performance due to or resulting from a Force Majeure declared by Purchaser, Purchaser shall continue to make all payments due to Seller pursuant to Article 8 during the Force Majeure event, regardless of the amount of Contract Energy delivered, for so long as and to the extent Seller is required to make payments to the Operator.

ARTICLE 11

EVENTS OF DEFAULT; SECURITY REQUIREMENT AND TERMINATION

11.1 Events of Default. An Event of Default shall be deemed to have occurred with respect to a Party upon the occurrence and during the continuance of any of the following events:

11.1.1 The Bankruptcy of a Party;

11.1.2 A Party fails to pay any invoiced amount when due under this Agreement within five (5) Business Days after receiving written notice of such failure;

11.1.3 A failure to comply with the obligations of Section 11.3 below identifying requirements in the event that either Party experiences a Material Adverse Change;

11.1.4 Except for the events described in Sections 11.1.2 and 11.1.3, above, a Party's unexcused failure to perform or observe any of its material obligations or covenants hereunder or material breach of this Agreement and such failure or material breach is not remedied within thirty (30) days following receipt of written notice from the other Party demanding cure of such failure or material breach;

11.1.5 Any representation or warranty made by a Party herein or in any document or certificate furnished by a Party hereunder shall have been false when made and such false representation or warranty has a material and adverse effect on the other Party and, if capable of being cured, such false representation or warranty is not cured within thirty (30) days after written notice thereof from the other Party; or

11.1.6 A Party disaffirms, disclaims, repudiates or rejects, or challenges the validity of this Agreement, in whole or in part.

11.2 Remedies; Notice of Intent to Terminate. Upon the occurrence and during the continuation of any Event of Default, the Party not in default (the "Non-Defaulting Party") shall

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have the right to pursue all remedies available at law or in equity, suspend its performance under this Agreement to the extent of the Event of Default and/or to deliver a notice of intent to terminate ("Notice of Intent to Terminate") this Agreement to the Party in default ("Defaulting Party"). Any Notice of Intent to Terminate shall specify the Event of Default giving rise to such Notice of Intent to Terminate. Following the giving of a Notice of Intent to Terminate, the Parties shall negotiate, pursuant to the provisions of Article 16 hereof, a remedy for the Event of Default, following which negotiation, unless the Parties shall have otherwise mutually agreed on a remedy, the Non-Defaulting Party may terminate this Agreement by giving written notice thereof to the Defaulting Party, whereupon this Agreement shall terminate immediately.

11.3 Security Requirement. In the event that Purchaser experiences a Material Adverse Change, Purchaser shall deliver Eligible Collateral to Seller within seven (7) Business Days of the occurrence of the Material Adverse Change in addition to Purchaser's other payment obligations under this Agreement. Beginning January 1, 2032, in the event that Seller experiences a Material Adverse Change, Seller shall deliver Eligible Collateral to Purchaser within seven (7) Business Days of the occurrence of the Material Adverse Change in addition to Seller's other payment obligations under this Agreement. Eligible Collateral shall be in an amount equal to the sum of the total charges under this Agreement for the most recent four (4) months immediately preceding the occurrence of the Material Adverse Change, rounded up to the nearest \$5 million, adjusted annually during any continuation of the Material Adverse Change. If the Party experiencing a Material Adverse Change elects to provide a Letter of Credit as its Eligible Collateral, it shall bear the costs of such Letter of Credit.

11.3.1. Upon or any time after the occurrence or deemed occurrence and during the continuation of a Material Adverse Change, the Party in receipt of Eligible Collateral may (i) exercise any of the rights and remedies of a secured party with respect to all Eligible Collateral, including any such rights and remedies under law then in effect, and (ii) liquidate and draw on any outstanding Eligible Collateral issued for its benefit (free from any claim or right of any nature whatsoever of the Party experiencing a Material Adverse Change, including any equity or right of purchase or redemption that the Party experiencing a Material Adverse Change may possess) with respect to the obligations of the Party experiencing a Material Adverse Change under this Agreement.

11.3.2. If the Eligible Collateral is in the form of a Letter of Credit, such Letter of Credit shall be maintained, renewed, or replaced until such time as the Material Adverse Change no longer applies; provided that the Party experiencing a Material Adverse Change shall be entitled to reduce the amount available under the Letter of Credit at any time to the extent that such amount exceeds the Eligible Collateral.

11.4 Forward Contract. The Parties intend that this Agreement shall constitute a "forward contract" within the meaning of the United States Bankruptcy Code.

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**ARTICLE 12
WAIVERS**

12.1 Failure by either Party to exercise any of its rights under this Agreement shall not constitute a waiver of such rights. Neither Party shall be deemed to have waived any right resulting from any failure to perform by the other Party unless it has made such waiver specifically in writing, and no such waiver shall operate as a waiver of any future failure to perform whether of a like or different character. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

12.2 EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH, THE PERFORMANCE OR DEFAULT BY A PARTY UNDER THIS AGREEMENT, ANY CREDIT SUPPORT DOCUMENT, OR ANY OTHER AGREEMENT, CONTRACT, CERTIFICATE OR DOCUMENT EXECUTED BY THE PARTIES IN CONNECTION WITH THIS AGREEMENT. Each Party (i) certifies that no representative, agent or attorney of the other Party has represented, expressly or otherwise, that such other Party would seek, in the event of such a suit, action or proceeding, that the foregoing waiver not be enforced and (ii) acknowledges that it and the other Party have been induced to enter into this agreement, by, among other things, the mutual waivers and certifications in this Section.

Each Party acknowledges that it has knowingly negotiated and agreed to this provision, and that, with respect to this provision, there has been equal bargaining power between the Parties. Each Party represents and warrants that consent to this waiver is made knowingly and voluntarily. Each Party agrees that a copy of this waiver may be filed with any court as conclusive proof that the waiver was given voluntarily by each Party.

**ARTICLE 13
REPRESENTATIONS AND WARRANTIES**

13.1 Representations and Warranties of Seller. The Seller represents and warrants that:

(i) it has all corporate and regulatory authorizations necessary for it to legally perform its obligations under this Agreement;

(ii) the execution, delivery and performance of this Agreement and any other documentation it is required to deliver under this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents, any contract or other agreement to which it is a

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party or any law, regulation or other requirement applicable to it;

(iii) the individual(s) executing and delivering this Agreement and any other documentation required to be delivered under this Agreement are duly empowered and authorized to do so;

(iv) this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with the terms hereof;

(v) there are no legal proceedings threatened or pending that would be reasonably likely to materially adversely affect its ability to perform this Agreement;

(vi) it has taken all acts necessary for the valid execution, delivery and performance of this Agreement, as required under the Joint Municipal Electric Power and Energy Act, Chapter 159B of the General Statutes of North Carolina ("Seller's Enabling Act") and Seller's ordinances and regulations;

(vii) all persons making up the governing body of Seller are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with the Seller's Enabling Act and other applicable law;

(viii) entry into and performance of this Agreement by Seller are for a proper public purpose within the meaning of the Seller's Enabling Act and all other relevant constitutional, organic or other governing documents and applicable law;

(ix) the term of this Agreement does not extend beyond any applicable limitation imposed by the Seller's Enabling Act or other relevant constitutional, organic or other governing documents and applicable law;

and

(x) obligations to sell Contract Capacity and Contract Energy to Purchaser do not constitute any kind of indebtedness of Seller or create any kind of lien on, or security interest in, any property or revenues of Seller which, in either case, is proscribed by any provision of any governing documents and applicable law, any order or judgment of any court or other agency of government applicable to it or its assets, or any contractual restriction binding on or affecting it or any of its assets.

13.2 Representations and Warranties of Purchaser. Purchaser represents and warrants that:

(i) it has all corporate and regulatory authorizations necessary for it to legally perform its obligations under this Agreement;

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(ii) the execution, delivery and performance of this Agreement and any other documentation it is required to deliver under this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents, any contract or other agreement to which it is a party or any law, regulation or other requirement applicable to it;

(iii) the individual(s) executing and delivering this Agreement and any other documentation required to be delivered under this Agreement are duly empowered and authorized to do so;

(iv) this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with the terms hereof;

(v) there are no legal proceedings threatened or pending that would be reasonably likely to materially adversely affect its ability to perform this Agreement;

(vi) it has taken all acts necessary for the valid execution, delivery and performance of this Agreement, as required under Purchaser's articles of incorporation and Purchaser's bylaws and policies;

(vii) all persons making up the governing body of Purchaser are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with the Purchaser's articles of incorporation, bylaws and other applicable law;

(viii) the term of this Agreement does not extend beyond any applicable limitation imposed by the Purchaser's articles of incorporation or other relevant constitutional, organic or other governing documents and applicable law; and

(ix) obligations to purchase Contract Capacity and Contract Energy from Seller do not constitute any kind of indebtedness of Purchaser or create any kind of lien on, or security interest in, any property or revenues of Purchaser which, in either case, is proscribed by any provision of any governing documents and applicable law, any order or judgment of any court or other agency of government applicable to it or its assets, or any contractual restriction binding on or affecting it or any of its assets.

13.3 Further Assurances. Each Party agrees that it shall take all reasonable actions necessary to fulfill its obligations under this Agreement. If either Party reasonably determines or is advised that any further instruments or any other things are necessary or desirable to carry out the terms of this Agreement, the other Party shall execute and deliver all such instruments and assurances and do all things reasonably necessary to carry out the terms of this Agreement. Each Party shall provide such documentation, agreements or information as the other Party may reasonably require to carry out its obligations or enforce its rights under this Agreement. Neither Purchaser nor the Seller nor any of its affiliates or subsidiaries will, during the term of this Agreement, take any action, enter into any contracts or otherwise incur any obligations that could

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reasonably be anticipated to materially interfere with or adversely affect its ability to perform its obligations under this Agreement.

13.4 No Partnership. Nothing in this Agreement shall be deemed to create or constitute an association, joint venture, partnership or any other type of entity or relationship between the Parties or to impose a trust of partnership duty, obligation or liability on or with regard to the Parties.

13.5 No Immunity Claim. Each Party warrants and covenants that, with respect to its contractual obligations to the other hereunder and performance thereof, it will not claim immunity on the grounds of sovereignty or similar grounds from (a) suit, (b) jurisdiction of court (including a court located outside the jurisdiction of its organization), (c) relief by way of injunction, order for specific performance, or (d) execution or enforcement of any judgment.

13.6 No Amendments to Project Agreements. Seller covenants that it will not amend, waive any rights from or fail to enforce any rights within any of the Project Agreements in a manner that is adverse to Purchaser's rights or obligations under this Agreement without the consent of Purchaser, which may not be unreasonably withheld. Notwithstanding this Section 13.6, Seller shall have the sole and absolute discretion to exercise the right under the Operating and Fuel Agreement to participate in an Uprate Project in accordance with Section 4.4.3.

ARTICLE 14 LIABILITY OF PARTIES

14.1 INDEMNITIES.

14.1.1 TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY (THE "INDEMNIFYING PARTY") SHALL FULLY INDEMNIFY AND DEFEND THE OTHER PARTY FROM AND AGAINST ANY CLAIMS ARISING FROM OR OUT OF ANY EVENT, CIRCUMSTANCE, ACT OR INCIDENT FIRST OCCURRING OR EXISTING DURING THE PERIOD WHEN CONTROL AND TITLE TO ENERGY IS VESTED IN SUCH PARTY AS PROVIDED IN SECTION 7.1 AND SHALL FULLY INDEMNIFY AND DEFEND THE OTHER PARTY AND EACH OF THE OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THE MEMBERS, PARTICIPANTS, PRINCIPALS, REPRESENTATIVES, DIRECTORS, COMMISSIONERS, TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, AND THE SUCCESSORS AND ASSIGNS OF EACH OF THEM (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, COSTS, DAMAGES, INJURIES, LIABILITIES, CLAIMS, DEMANDS, PENALTIES AND INTEREST, INCLUDING

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REASONABLE ATTORNEYS' FEES, RESULTING FROM THIRD PARTY CLAIMS DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT, TO THE EXTENT CAUSED OR CONTRIBUTED TO BY THE WILLFUL MISCONDUCT, NEGLIGENCE OR STRICT LIABILITY OF THE INDEMNIFYING PARTY OR ITS SUBSIDIARIES OR AFFILIATES OR ANY OF THE OFFICERS, MEMBERS, PARTICIPANTS, PRINCIPALS, DIRECTORS, COMMISSIONERS, TRUSTEES, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUCCESSORS OR ASSIGNS OF ANY OF THEM, OR BY BREACH BY THE INDEMNIFYING PARTY OF THIS AGREEMENT.

14.1.2 IF ANY INDEMNIFIED PARTY INTENDS TO SEEK INDEMNIFICATION UNDER THIS SECTION 14.1 FROM AN INDEMNIFYING PARTY WITH RESPECT TO ANY ACTION OR CLAIM, THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE OF SUCH CLAIM OR ACTION PROMPTLY FOLLOWING THE RECEIPT OF ACTUAL KNOWLEDGE OR INFORMATION BY THE INDEMNIFIED PARTY OF A POSSIBLE CLAIM OR OF THE COMMENCEMENT OF A CLAIM OR ACTION. THE INDEMNIFYING PARTY SHALL BE RELIEVED OF LIABILITY UNDER THIS SECTION FOR ANY CLAIM OR ACTION FOR WHICH SUCH NOTICE IS NOT PROVIDED TO THE EXTENT THAT THE FAILURE TO GIVE SUCH WRITTEN NOTICE MATERIALLY PREJUDICES THE INDEMNIFYING PARTY IN ITS DEFENSE OF THE CLAIM OR ACTION.

14.1.3 THE INDEMNIFYING PARTY SHALL HAVE THE RIGHT TO ASSUME THE DEFENSE OF ANY CLAIM OR ACTION, AT ITS SOLE COST AND EXPENSE, WITH COUNSEL DESIGNATED BY THE INDEMNIFYING PARTY; PROVIDED THAT IF THE DEFENDANTS IN ANY SUCH ACTION INCLUDE BOTH THE INDEMNIFIED PARTY AND THE INDEMNIFYING PARTY, AND THE INDEMNIFIED PARTY SHALL HAVE REASONABLY CONCLUDED THAT THERE MAY BE LEGAL DEFENSES AVAILABLE TO IT WHICH ARE DIFFERENT FROM OR ADDITIONAL TO THOSE AVAILABLE TO THE INDEMNIFYING PARTY, THE INDEMNIFIED PARTY SHALL HAVE THE RIGHT TO SELECT SEPARATE COUNSEL, AT THE INDEMNIFYING PARTY'S EXPENSE, TO ASSERT SUCH LEGAL DEFENSES AND TO OTHERWISE PARTICIPATE IN THE DEFENSE OF SUCH ACTION ON BEHALF OF SUCH INDEMNIFIED PARTY.

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14.1.4 EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, NO INDEMNIFIED PARTY SHALL SETTLE ANY CLAIM OR ACTION WITH RESPECT TO WHICH IT HAS SOUGHT OR INTENDS TO SEEK INDEMNIFICATION PURSUANT TO THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE INDEMNIFYING PARTY, WHICH CONSENT MAY NOT BE WITHHELD UNREASONABLY. SHOULD ANY INDEMNIFIED PARTY BE ENTITLED TO INDEMNIFICATION UNDER THIS SECTION 14.1 AS A RESULT OF A CLAIM OR ACTION BY A THIRD PARTY, AND SHOULD THE INDEMNIFYING PARTY FAIL TO ASSUME THE DEFENSE OF SUCH CLAIM OR ACTION, THE INDEMNIFIED PARTY MAY, AT THE EXPENSE OF THE INDEMNIFYING PARTY, CONTEST (OR, WITH OR WITHOUT THE PRIOR CONSENT OF THE INDEMNIFYING PARTY, SETTLE) SUCH CLAIM OR ACTION. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, NO INDEMNIFYING PARTY SHALL SETTLE ANY CLAIM OR ACTION WITH RESPECT TO WHICH IT MAY BE LIABLE TO PROVIDE INDEMNIFICATION PURSUANT TO THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE INDEMNIFIED PARTY; PROVIDED THAT IF THE INDEMNIFYING PARTY HAS REACHED A BONA FIDE AND COMMERCIALY REASONABLE SETTLEMENT AGREEMENT WITH THE PLAINTIFF(S) IN ANY SUCH ACTION AND SUCH SETTLEMENT AGREEMENT FULLY RELEASES THE INDEMNIFIED PARTY AND DOES NOT REQUIRE ANY PAYMENT FROM, OR IMPOSE ANY RESTRICTION ON, THE INDEMNIFIED PARTY AND THERE IS NO ADMISSION OR FINDING OF LIABILITY OR FAULT ON THE PART OF THE INDEMNIFIED PARTY, AND THE INDEMNIFIED PARTY DOES NOT CONSENT TO SUCH SETTLEMENT AGREEMENT, THE INDEMNIFIED PARTY'S MAXIMUM RECOVERY WITH RESPECT TO THE CLAIM, OR PORTION THEREOF THAT IS THE SUBJECT OF SUCH SETTLEMENT AGREEMENT, SHALL BE LIMITED TO THE AMOUNT SPECIFIED IN THE SETTLEMENT AGREEMENT, PLUS THE INDEMNIFIED PARTY'S REASONABLE ATTORNEY FEES INCURRED PRIOR TO THE DATE OF SUCH SETTLEMENT AGREEMENT.

14.2 LIMITATION ON DAMAGES. NEITHER PARTY NOR ITS SUBSIDIARIES OR AFFILIATES NOR THE OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARTICIPANTS, MEMBERS, PRINCIPALS, DIRECTORS, COMMISSIONERS, TRUSTEES, OR THE SUCCESSORS OR ASSIGNS OF ANY OF THEM SHALL IN ANY EVENT BE LIABLE TO THE OTHER PARTY OR ITS SUBSIDIARIES OR AFFILIATES OR THE OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARTICIPANTS, MEMBERS,

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PRINCIPALS DIRECTORS, TRUSTEES, OR COMMISSIONERS OF ANY OF THEM FOR CLAIMS FOR INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY NATURE, ARISING AT ANY TIME, FROM ANY CAUSE WHATSOEVER, WHETHER ARISING IN TORT, CONTRACT, WARRANTY, STRICT LIABILITY, BY OPERATION OF LAW OR OTHERWISE, CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT; PROVIDED, HOWEVER THAT THIS SECTION 14.2 IS NOT INTENDED, NOR SHALL IT BE CONSTRUED, TO LIMIT OR ELIMINATE A PARTY'S OBLIGATION TO PAY TERMINATION PAYMENTS OR MAKE ANY OTHER PAYMENTS EXPRESSLY CONTEMPLATED HEREIN, EVEN IF IT MAY BE POSSIBLE TO CHARACTERIZE SUCH TERMINATION PAYMENTS OR OTHER PAYMENTS AS INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES.

14.3 Insurance. A Party shall be solely responsible for and shall bear all the costs of claims by its own employees, contractors or agents arising under and covered by any worker's compensation law. A Party shall furnish, at its sole expense, such insurance coverage and such evidence thereof, or evidence of self-insurance, as is reasonably necessary to meet its obligations under the Agreement.

ARTICLE 15 ASSIGNMENT AND ADDITIONAL SALES OF CONTRACT CAPACITY AND CONTRACT ENERGY

15.1 Agreement Binding. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their successors and permitted assigns.

15.2 Permitted Assignment. This Agreement shall not be assignable by either Party without the prior written consent of the other, except that this Agreement (a) may be assigned by Seller or Purchaser without the consent of the other Party, (but with notice to Purchaser or Seller, as applicable) to any lender as collateral from time to time providing financing with respect to all or any portion of the Catawba Project or either Party's interest therein, and (b) shall be assigned by Seller in the event of a sale by Seller of all or a substantial portion of Seller's interest in the Catawba Project; provided that such transferee: (i) has an Investment Grade Credit Rating; (ii) executes an assumption agreement, in form and substance reasonably satisfactory to Purchaser, pursuant to which such assignee shall assume all the obligations of Seller under this Agreement and agrees to be bound by all the terms and conditions of this Agreement, and (iii) is able (including through experience reasonably satisfactory to Purchaser in providing similar service) to fully perform all of the obligations of Seller in the manner contemplated by the provisions hereof without (A) Purchaser being subject to any additional regulation, or (B) transferee being subject to additional regulation that adversely affects any of Purchaser's rights or obligations under this Agreement. No assignment or transfer of this Agreement by a Party shall be permitted (i) during any period in which an Event of Default of such Party shall have occurred and be continuing and not cured, unless the other Party shall agree, or (ii) to an entity that has suffered a Material Adverse

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Change. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement, except that the assignor shall be released from its obligations under this Agreement at such time as all future obligations of the assignor hereunder shall have been assumed by the assignee as a matter of law or in a written agreement delivered to the other Party. Any assignment that does not comply with the provisions of this Article 15 shall be null and void ab initio.

15.3. Additional Sales of Capacity and Energy.

15.3.1 During the term of this Agreement, if Seller desires to sell additional amounts of Capacity and Energy from its ownership interest in the Catawba Project, Seller shall give notice to Purchaser in writing of its intent (the "Additional Sale Notice"). The Additional Sale Notice shall specify the process by which Seller will entertain bids or offers for such additional Capacity and Energy (the "Bidding Process") and the qualifications for any potential purchaser of such Capacity and Energy.

15.3.2 Following Purchaser's receipt of the Additional Sale Notice, if Purchaser satisfies the qualifications identified in the Additional Sale Notice, Seller shall ensure that Purchaser is afforded the opportunity to participate in the Bidding Process.

15.3.3 If Purchaser is selected in the Bidding Process, and Seller and Purchaser reach an agreement regarding the sale of additional amounts of Capacity and Energy identified in the Additional Sale Notice, they will engage in good-faith negotiations to amend this Agreement or to enter into a separate agreement to effectuate the sale of such additional amounts of Capacity and Energy.

15.3.4 If Purchaser is selected in the Bidding Process but Seller and Purchaser are unable to reach an agreement regarding the sale of such additional amounts of Capacity and Energy, Seller shall be under no obligation to amend this Agreement or enter into a separate agreement with Purchaser for the sale of additional amounts of Capacity and Energy.

15.3.5 If Purchaser is not selected in the Bidding Process, Seller shall be under no obligation to amend this Agreement or enter into a separate agreement with Purchaser for the sale of additional amounts of Capacity and Energy.

ARTICLE 16 DISPUTE RESOLUTION

The Parties shall engage in good-faith negotiations to attempt to resolve any dispute, controversy or claim arising out of, under, or relating to this Agreement (a "Dispute"), unless otherwise mutually agreed to by the Parties. In the event that the Parties are unsuccessful in

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resolving a Dispute through such negotiations, the Parties shall proceed immediately to binding arbitration concerning the Dispute as discussed below.

16.1 Good-Faith Negotiations.

16.1.1 The Parties shall attempt to agree on a mutually agreeable resolution of the Dispute. A Party shall not be required as part of these negotiations to provide any information which is confidential or proprietary in nature unless it is satisfied in its discretion that the other Party will maintain the confidentiality of and will not misuse such information or any information subject to attorney-client or other privilege under applicable law regarding discovery and production of documents.

16.1.2 The negotiation process shall include at least two meetings to discuss any Dispute. The Parties will schedule the first meeting to take place within fifteen (15) days after either Party has received notice from the other of the desire to commence formal negotiations concerning the Dispute. Unless otherwise mutually agreed, the second meeting shall take place no more than ten (10) days after the first meeting. If the Parties cannot reach an agreement thirty (30) days after either Party received notice under this provision, the Parties shall proceed to binding arbitration.

16.2 Arbitration.

16.2.1 Arbitration initiated under this Agreement shall be conducted before a three-member arbitration panel. Within ten (10) days of the initiation of the arbitration proceeding, each Party shall choose one arbitrator who shall sit on the arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to chair the arbitration panel. The arbitrators shall be knowledgeable in electric utility matters and shall not have any current or past substantial business or financial relationships with any party to the arbitration. The arbitrators shall provide each of the Parties an opportunity to be heard and, unless otherwise agreed by the Parties, shall convene a hearing or other fact-finding conference for this purpose in Raleigh, North Carolina. Such hearing or conference shall be convened within ninety days (90) days after the appointment of the third arbitrator. Except as otherwise provided herein, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

16.2.2 Unless otherwise agreed by the Parties, the arbitrators shall render a decision within ninety (90) days of the arbitration hearing or fact-finding conference and shall notify the Parties in writing of such decision and the

EXECUTION VERSION

reasons therefor. The arbitrators shall be authorized only to interpret and apply the provisions of this Agreement and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrators shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrators may be appealed solely on the grounds that the conduct of the arbitrators, or the decision itself, violated the standards set forth in the Federal Arbitration Act.

16.2.3 Each Party shall be responsible for (1) its own costs incurred during the arbitration process, (2) the cost of the arbitrator chosen by the Party to sit on the three-member panel, and (3) one-half of the cost of the third arbitrator chosen.

16.3 Confidentiality and Non-Admissibility of Statements Made in, and Evidence Specifically Prepared for, Good-Faith Negotiations. Each Party hereby agrees that all statements made in the course of good-faith negotiations, as contemplated in Section 16.1, shall be confidential and shall not be disclosed to or shared with any third parties (other than a person whose presence is necessary to facilitate the negotiation process). Each Party agrees and acknowledges that no statements made in or evidence specifically prepared for good-faith negotiations under Section 16.1 shall be admissible for any purpose in any subsequent arbitration.

ARTICLE 17 AMENDMENT

17.1 This Agreement shall not be amended, modified or supplemented except by written agreement making specific reference hereto executed by both Parties.

ARTICLE 18 NOTICES

Other than telephonic notices required or permitted under Section 5.1, any notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage prepaid registered mail, (iii) transmitted by a recognized overnight courier service, (iv) transmitted by facsimile, or (v) transmitted by email to the receiving Party as follows, as elected by the Party giving such notice:

18.1 In the case of Purchaser:

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Central Electric Power Cooperative, Inc.
20 Cooperative Way
Columbia, SC 29210
Attention: Chief Executive Officer
Tel: 803-779-4975
Fax: 803-561-9366
Email: rhochstetler@cepci.org

With a copy to:

Alexander G. Hall
Tiencken Law Firm, LLC
234 Seven Farms Dr. Ste 114
Daniel Island, SC 20492
Tel: 843-377-8415
Fax: 843-377-8419
Email: ahall@tienckenlaw.com

18.2 In the case of Seller:

North Carolina Municipal Power Agency Number 1
1427 Meadow Wood Boulevard
Raleigh, NC 27604
Attention: Chief Operating Officer
Tel: 919-760-6312
Fax: 919-760-6050
Email: mschull@electricities.org

With a copy to:

Chief Legal Officer
Tel: 919-760-6337
Fax: 919-760-6050
Email: jmorriso@electricities.org

All notices and other communications shall be deemed to have been duly given on (i) the date of receipt if delivered personally, (ii) five (5) days after the date of posting if transmitted by mail, (iii) the Business Day following delivery to the courier if transmitted by overnight courier service; or (iv) the date of transmission with confirmation if transmitted by facsimile or email, whichever shall first occur. Any Party may change its address for purposes hereof by notice to the other Party.

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ARTICLE 19 APPLICABLE LAW

19.1 This Agreement, including any arbitration pursuant to Section 16.2, shall be governed by, and construed in accordance with, the laws of the State of North Carolina, exclusive of any conflict of laws provisions thereof that would apply the laws of another jurisdiction. In the event any action or proceeding is brought by either Party to appeal an arbitration decision made pursuant to Section 16.2.2 or to enforce an arbitration award that has been awarded pursuant to Section 16.2, the Parties hereby submit to the jurisdiction of, and agree that venue for actions hereunder shall be in, the U.S. District Court for the Eastern District of North Carolina, if such U.S. District Court has subject matter jurisdiction, or, if such U.S. District Court does not have subject matter jurisdiction, the Superior Court of the State of North Carolina sitting in Wake County, North Carolina, and the Parties hereby waive any objection to venue in such courts and any objection to any action or proceeding on the basis of forum non conveniens.

ARTICLE 20 SEVERABILITY

20.1 The invalidity or unenforceability of any provision or portion of this Agreement will not affect the validity of the remainder of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable, the Parties will negotiate in good faith to agree upon substitute provisions to carry out the purpose and intent of the invalid or unenforceable provision. If the economic or legal substance of the transactions contemplated hereby is affected in any manner materially adverse to any Party as a result thereof, the Parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the Parties.

ARTICLE 21 ENTIRE AGREEMENT

21.1 This Agreement contains the complete agreement of the Parties hereto with respect to the matters contained herein and supersedes all other agreements, understandings and negotiations, whether written or oral, with respect to the matters contained herein.

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**ARTICLE 22
NO THIRD-PARTY BENEFICIARIES**

22.1 This Agreement is intended to be solely for the benefit of Purchaser and Seller and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any Person not a signatory hereto.

**ARTICLE 23
COUNTERPARTS**

23.1 This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute only one legal instrument.

**ARTICLE 24
INFORMATION AND CONFIDENTIALITY**

24.1 Confidentiality. Except as otherwise required by law or as reasonably required by Purchaser to arrange for transmission, each Party hereto agrees not to disclose the terms and conditions of this Agreement during the Term, and to keep such terms and conditions confidential for a period of two (2) years after this Agreement terminates; provided, however, that each Party shall be permitted to disclose such information to its respective representatives, including, but not limited to, its employees, advisors, consultants, lenders, members and governing board, on a need to know basis. Each Party shall take all reasonably necessary steps to direct its representatives privy to this Agreement or the proposed or actual terms of any transaction hereunder to maintain its obligation of nondisclosure and confidentiality. If and when Purchaser desires or is required to make a disclosure in order to arrange for transmission regarding this Agreement or any transaction hereunder, Purchaser will first obtain the written consent of Seller, which may not be unreasonably withheld, conditioned, or delayed, and give Seller an opportunity to review any such disclosure in advance of such disclosure. If and when a Party must make a disclosure required by law or reasonably required by Purchaser to arrange for transmission, the disclosing Party shall give Seller a reasonable opportunity to review any such disclosure at least seven (7) days in advance of such disclosure unless otherwise required by law. Nothing contained in this Agreement shall be interpreted to require Seller to act in any manner inconsistent with its obligations under the North Carolina Public Records Law, Chapter 132 of the General Statutes of North Carolina (the "Public Records Law") and Purchaser acknowledges and understands that, once executed, this Agreement automatically becomes a public record under the Public Records Law.

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ARTICLE 25 PUBLIC STATEMENTS

25.1 Seller and Purchaser shall consult with each other, and neither Party shall issue a press release or make a statement intended for release to the general public, with respect to this Agreement without the consent of the other Party, which consent shall not be unreasonably withheld, unless the Party desiring to make such statement or press release is advised by legal counsel that a statement or press release is required by applicable Law (including information provided pursuant to a request for public information under the Public Records Law); provided, however, that in this event the Party making the public statement or press release shall notify the other Party in advance of such statement or press release and allow the other Party reasonable time to comment on such statement or press release.

ARTICLE 26 TAXES AND COSTS

26.1 Purchaser shall pay its Proportionate Share of all sales, use, personal property and other taxes of every kind, if any, that are not currently levied and are hereafter levied on (i) the purchase, sale or use of fuel consumed by the Catawba Project to provide Contract Capacity and Contract Energy in accordance with this Agreement; (ii) the purchase, sale or use of Contract Capacity and Contract Energy under this Agreement; or (iii) an ownership interest in the Catawba Project or in Contract Capacity or Contract Energy associated with the Catawba Project. Seller shall promptly notify Purchaser of any taxes coming within the provisions of this Article 26. In the event Seller, on behalf of Purchaser, after notifying Purchaser of such taxes, pays any taxes that are the responsibility of Purchaser under this Article 26, unless the procedures for the payment of its Proportionate Share of such taxes to Seller are not otherwise described in this Agreement, the amount so paid shall be added to the next monthly invoice submitted by Seller to Purchaser pursuant to Article 8 of this Agreement, and Purchaser shall pay such amount in accordance with the provisions of Article 8 of this Agreement. Upon the reasonable request of Purchaser, Seller agrees to (i) provide documents related to taxes or assessments to be paid by Purchaser under this Agreement, and (ii) cooperate in tax contests or proceedings brought by Purchaser at Purchaser's expense. Each Party will be responsible for and bear all of its respective costs and expenses (including any and all expenses of its representatives) incurred at any time in connection with pursuing or consummating the negotiation and execution of this Agreement.

ARTICLE 27 TERMINATION AND SURVIVAL OBLIGATIONS

27.1. Termination of this Agreement, including a termination of this Agreement pursuant to Section 11.2 by either Party as the Non-Defaulting Party, shall not discharge either Party from

EXECUTION VERSION

any obligation it owes to the other Party under this Agreement by reason of any transaction, loss, cost, damage, expense or liability occurring, accruing or arising prior to such termination. It is the intent of the Parties that any such obligation owed (whether known or unknown as of the termination of this Agreement) will survive the termination of this Agreement in favor of the Party to which such obligation is owed. The Parties also intend that the provisions of Articles 8, 10, 11, 13, 15, 17, 18, 23, 24, 26, and 27 shall remain in full force and effect, in each case, with respect to the period during the term of this Agreement, and that any specific survivability provisions set forth in any other Article or Section of this Agreement be given full force and effect.

27.2 Following termination of this Agreement, Seller may invoice Purchaser for, and Purchaser will pay Seller (i) any previously unbilled costs specified in Section 4.2 and (ii) any previously unbilled taxes paid by Seller on behalf of Purchaser as described in Article 26, in each case only to the extent such costs relate exclusively to the period prior to the termination of this Agreement.

27.3 Following termination of this Agreement, Seller shall determine whether the decommissioning trust funds available to Seller to satisfy its decommissioning cost liability under the Project Agreements are sufficient to fund the decommissioning cost liability of the Seller under the Project Agreements. To the extent the decommissioning trust funds are determined to be insufficient to fund the Seller's decommissioning cost liability, Seller shall invoice Purchaser for the Purchaser's Ratio, as adjusted for the length of the term that Purchaser received Contract Capacity and Contract Energy from the Catawba Project, of the shortfall. To the extent the decommissioning trust funds are determined to be in excess of the Seller's decommissioning cost liability, Seller shall credit Purchaser for the Purchaser's Ratio, as adjusted for the length of the term that Purchaser received Contract Capacity and Contract Energy from the Catawba Project, of the excess funds.

ARTICLE 28 FURTHER ASSURANCES

28.1. From time to time, each of the Parties hereto will execute and deliver such further documents and will take such additional actions as Seller, on the one hand, and Purchaser, on the other hand, may reasonably request of the other in order to effectuate the purposes and intent of this Agreement and to carry out the terms hereof.

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

Central Electric Power Cooperative, Inc.

By: _____

Name: Robert C. Hochstetler

Title: President and CEO

Date: _____

Attest:

Name: _____

Title: _____

EXECUTION VERSION

North Carolina Municipal Power Agency Number 1

By: _____

Name: Roy L. Jones

Title: Chief Executive Officer

Date: _____

Attest:

Name: _____

Title: _____

Exhibit 1

Power Purchase Agreement between Central Electric Power Cooperative and North Carolina Municipal Power Agency No. 1

Form of Monthly Invoice - Summary Charges for Contract Capacity and Contract Energy

<u>Line</u>	<u>Description</u>	<u>Month of</u>	<u>Reference</u>
1	Charge for Contract Capacity	\$ 4,677,000.00	Exhibit 1.1, Line 15
2	Charge for Capital Additions	\$ -	Exhibit 1.2, Line 9
3	Charge for Catawba Project Operating Costs	\$ -	Exhibit 1.3, Line 20
4	Imbalance Charge / (Credit)	\$ -	Based on Seller's Generation Imbalance (Schedule 13) charges/credits.
5	South Carolina Excise Tax	\$ -	Seller's excise tax obligation associated with Contract Energy sales.
6	Less: Remarketing Net Revenues	\$ -	Pursuant to Section 4.5 of the Agreement
7	Total Monthly Charges	\$ 4,677,000.00	Sum of Lines 1 through 5, less Line 6

Exhibit 1.1

Power Purchase Agreement between Central Electric Power Cooperative and North Carolina Municipal Power Agency No. 1

Form of Monthly Invoice - Capacity Charge

<u>Line</u>	<u>Description</u>	<u>Units</u>	<u>Month of</u>	<u>Reference</u>
1	Contract Capacity	kW	150,000	Section 4.1 of the Agreement
CHARGE FOR CONTRACT CAPACITY				
2	Existing Plant Value	\$/kW	\$ 2,123	Per agreement of the Parties (i.e., negotiated plant value).
Existing Decommissioning Fund Buy-in:				
3	Existing Decommissioning Fund Balance @ 12/31/23 [1]		\$ 483,879,000	Per Seller's Audited financials.
4	Years of Purchaser's Use (Initial Term)		20	2024 through 2043
5	Total Years of Catawba Operating Life		58	1988 through 2043
6	Purchaser's Use as a Percent of Operating Life		34.48%	Line 4 / Line 5
7	Existing Funds Allocated to Purchaser's Use		\$ 166,854,828	
8	Existing Funds Allocated to Purchaser's Use	\$/kW	\$ 201	Line 7 / Seller's Catawba Project Retained Capacity (831,461 kW)
9	Total Existing Plant Asset Rate	\$/kW	\$ 2,324	Line 2 + Line 8
10	Existing Plant Value - Basis for Levelization		\$ 348,551,501	Line 1 x Line 9
Levelized Rate for Existing Plant (2024-2031):				
11	Annual Carrying Cost Rate		6.0%	
12	Years of Initial Term		8	2024 through 2031
13	Existing Plant Capacity Rate	\$/kW-yr	\$ 374.20	Excel "PMT" function (rate=Line 11, nper =Line 12, pv=Line 10)
14	Monthly Capacity Rate	\$/kW-mo	\$ 31.18	Line 13 / 12 months (rounded to the nearest two decimals)
15	Monthly Capacity Charge		\$ 4,677,000.00	Line 1 x Line 14

NOTE:

[1] Actual balance to be determined after audit is performed in early 2024, along with true-up to the Capacity Charge.

Exhibit 1.2

Power Purchase Agreement between Central Electric Power Cooperative and North Carolina Municipal Power Agency No. 1

Form of Monthly Invoice - Charge for Capital Additions

<u>Line</u>	<u>Description</u>	<u>Units</u>	<u>Month of</u>	<u>Reference [2]</u>
1	Seller's Catawba Project Retained Capacity	kW	831,461	Pursuant to Article 6 of the Interconnection Agreement as of the Effective Date of the Agreement
2	Contract Capacity	kW	150,000	Section 4.1 of the Agreement
3	Purchaser's Ratio	%	18.0%	Line 2 / Line 1 (Rounded to the nearest three decimals)
CHARGE FOR CAPITAL ADDITIONS [1]				
	Catawba Direct and Indirect Capital Additions and Fees			
4	Capital Additions Monthly Advance Due	\$	-	Operating Agreement Report OM, line 30
5	Capital Additions Advance Adjustment	\$	-	Operating Agreement Report OM.100, line 40
6	Adjustments for Errors, Additions, and Omissions	\$	-	Operating Agreement Report OM.180 (related to capital additions)
7	Interest on Adjustments	\$	-	Operating Agreement Report OM.100, line 100 (related to capital additions)
8	Total Catawba Direct and Indirect Capital Additions and Fees	\$	-	Sum of Lines 4 through 7
9	Monthly Charge for Capital Additions	\$	-	Line 3 x Line 8

NOTES:

[1] Charge for Capital Additions are the costs of Catawba Project capital additions and associated fees, billed by Duke pursuant to Sections 5.1 and 5.7 of the Operating Agreement as amended, respectively.

[2] References to specific lines of the Operating Agreement Report OM are reflective of the form of this report provided by Duke as of the Effective Date of the Agreement, and the references may be updated if this report from Duke takes a different form in the future.

Exhibit 1.3

Power Purchase Agreement between Central Electric Power Cooperative and North Carolina Municipal Power Agency No. 1

Form of Monthly Invoice - Charge for Catawba Project Operating Costs

<u>Line</u>	<u>Description</u>	<u>Units</u>	<u>Month of</u>	<u>Reference [4]</u>
1	Seller's Catawba Project Retained Capacity	kW	831,461	Pursuant to Article 6 of the Interconnection Agreement as of the Effective Date of the Agreement
2	Contract Capacity	kW	150,000	Section 4.1 of the Agreement
3	Purchaser's Ratio	%	18.0%	Line 2 / Line 1 (Rounded to the nearest three decimals)
CHARGE FOR CATAWBA PROJECT OPERATING COSTS				
Catawba Direct and Indirect O&M and Operating Fees:				
4	O&M Monthly Advance Due	\$	-	Operating Agreement Report OM, line 10
5	O&M Monthly Advance Adjustment	\$	-	Operating Agreement Report OM.100, line 20
6	Operating Inventory Monthly Advance Due	\$	-	Operating Agreement Report OM, line 40
7	Operating Inventory Monthly Advance Adjustment	\$	-	Operating Agreement Report OM.100, line 60
8	Adjustments for Errors, Additions, and Omissions	\$	-	Operating Agreement Report OM.180 (related to O&M)
9	Interest on Adjustments	\$	-	Operating Agreement Report OM.100, line 100 (related to O&M)
10	Catawba Special Group and Projects Monthly Advance Due	\$	-	Operating Agreement Report OM, line 60
11	Total Catawba Direct and Indirect O&M and Operating Fees	\$	-	Sum of Lines 4 through 10
12	Catawba Project Related A&G [1]	\$	-	Seller's A&G expenses allocated to the Catawba Project for given month
13	Property Taxes	\$	-	Seller's annual property taxes associated with its Catawba Project divided by 12 months
14	Decommissioning Cost Accrual [2]	\$	-	Seller's monthly accrual for nuclear decommissioning
<u>Contract Energy Related Charges:</u>				
15	Catawba Nuclear Fuel Amortization Expense	\$	-	Seller's amortized nuclear fuel expense booked to Account 518.1
16	Catawba/McGuire Replacement Energy Charge	\$	-	Pursuant to Article 8 of the Interconnection Agreement
17	McGuire Reliability Exchange Capacity Charge	\$	-	Pursuant to Section 5.3 of the Interconnection Agreement
18	McGuire Reliability Exchange Net Energy Charge [3]	\$	-	Pursuant to Articles 8 and 10 of the Interconnection Agreement
19	Total Seller's Monthly Catawba Project Operating Costs	\$	-	Sum of Lines 11 through 18
20	Monthly Charge for Catawba Project Operating Costs	\$	-	Line 3 x Line 19

NOTES:

[1] For calendar year 2024, the base amount shall be equal to \$458,333 per month. For subsequent calendar years, the base amount shall be adjusted by the ratio of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), as published by the U.S. Department of Labor's Bureau of Labor Statistics for the month of December of the prior calendar year to the CPI-W for the month of December of the second year prior to the applicable calendar year (e.g., the ratio of CPI-W for December 2024 to the CPI-W for December 2023 would be the adjustment ratio for Calendar Year 2025). Every 5th Calendar Year (starting in 2029, 2034, 2039, etc. until the end of the Term), the Parties will establish a new base amount that is equal to NCMAPA's most recent three-year average annual amount of Catawba Project Related A&G, divided by 12. The new base amount shall be adjusted as described above in each of the next four respective calendar years.

[2] Rates established pursuant to NCMAPA1 Decommissioning Funding Policy, updated each year, based on historical and projected data and assumptions.

[3] Subject to annual true-up in March of each year.

[4] References to specific lines of the Operating Agreement Report OM are reflective of the form of this report provided by Duke as of the Effective Date of the Agreement, and the references may be updated if this report from Duke takes a different form in the future.

EXHIBIT 2

FORM OF LEGAL OPINION AS TO SELLER

_____, 2023

Central Electric Power Cooperative, Inc.
20 Cooperative Way
Columbia, SC 29210

Re: Power Purchase Agreement dated as of _____, 2023 by and between
Central Electric Power Cooperative and North Carolina Municipal Power Agency
Number 1 and Exhibits thereto (collectively, the "Agreement")

Ladies and Gentlemen:

We have acted as counsel for North Carolina Municipal Power Agency Number 1 ("NCMPA") in connection with the authorization, approval and execution of the Agreement. We are providing this opinion at NCMPA's request, pursuant to the Agreement.

In rendering this opinion, we have assumed the authenticity of all documents submitted to us as certified or photostatic copies.

Based on the foregoing, and subject to the assumptions and qualifications contained herein, we are of the opinion as of this date that:

1. NCMPA is a joint agency validly existing pursuant to the laws of North Carolina.
2. NCMPA has the power and authority to execute and deliver the Agreement and to perform its obligations thereunder. The execution, delivery, and performance of the Agreement by NCMPA has been authorized by all necessary action on the part of the governing body of NCMPA.
3. Resolutions authorizing the execution, delivery, and performance of the Agreement by NCMPA were duly adopted by the governing body of NCMPA on _____, at a meeting duly called and regularly assembled in accordance with applicable North Carolina law including, without limitation, any open meetings laws of the State.
4. The Agreement has been duly executed and delivered by NCMPA and constitutes the legal, valid, binding, and enforceable obligations of NCMPA.
5. Except for approval of the Agreement by the cities and towns that are parties to the Project Power Sales Agreements related to the Catawba nuclear project between NCMPA and such cities and towns, as such approval is specifically described in Section 3.1.3 of the Agreement, no approval, consent, or authorization of any governmental body or public agency or authority not already obtained is required for the execution, delivery, and performance of the Agreement by NCMPA.

6. The execution, delivery, and performance of the Agreement by NCMPA and the provisions thereof do not conflict with, violate, or constitute a breach of, or default under, any instrument relating to the creation, authorization, organization, existence, or operation of NCMPA; any commitment, agreement, or other instrument to which NCMPA is a party or by which it or its property or assets is bound or affected; or any constitution, law, rule, regulation, government code, resolution, ordinance, judgment, order, writ, decree, or ruling to which NCMPA (or any of its officials in their respective capacities as such) or its property is subject.

7. There are no legal proceedings threatened or pending that would be reasonably likely to materially adversely affect NCMPA's ability to perform the Agreement.

8. NCMPA is subject to suit and liability with respect to its contractual obligations under the Agreement, in accordance with the Agreement, and does not, with respect to its contractual obligations under the Agreement, have any immunity from suit or jurisdiction on the grounds of sovereignty or otherwise.

The opinions expressed herein are subject to the following qualifications:

(a) The enforceability of the Agreement and the rights and remedies thereunder are subject to and may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, receivership, conservatorship, or other similar laws from time-to-time in effect relating to or affecting generally the enforcement of creditors' rights, and (ii) general principles of equity, including without limitation, concepts of materiality, reasonableness, good faith, and fair dealing (regardless of whether considered in a proceeding at law or an equity);

(b) We express no opinion as to the enforceability of any provision of the Agreement purporting to waive the right to trial by jury, constitute a consent to jurisdiction or waiver of service of process; and

(c) The opinions expressed herein are limited to the laws of the State of North Carolina and the Federal laws of the United States of America. For purposes of the opinions expressed in this opinion, we have assumed that the Agreement will be governed by North Carolina law exclusively, notwithstanding any provision of the Agreement designating the law of any other state as the governing law.

The opinions expressed herein are based on laws and facts existing as of the date hereof. We expressly disclaim any obligation to update or supplement this opinion letter for changes in law or fact occurring or coming to our attention after the date hereof.

We are furnishing this opinion letter to you only and no other person or entity is entitled to rely on this opinion letter without our express written consent.

Sincerely,

EXHIBIT 3

FORM OF LEGAL OPINION AS TO PURCHASER

_____, 2023

North Carolina Municipal Power Agency Number 1
1427 Meadow Wood Blvd
Raleigh, NC 27604

Re: Power Purchase Agreement dated as of _____, 2023 by and between
North Carolina Municipal Power Agency Number 1 and Central Electric Power
Cooperative and Exhibits thereto (collectively, the "Agreement")

Ladies and Gentlemen:

We have acted as counsel for Central Electric Power Cooperative, Inc. ("Central") in connection with the authorization, approval and execution of the Agreement. We are providing this opinion at Central's request, pursuant to the Agreement.

In rendering this opinion, we have assumed the authenticity of all documents submitted to us as certified or photostatic copies.

Based on the foregoing, and subject to the assumptions and qualifications contained herein, we are of the opinion as of this date that:

1. Central is a generation and transmission electric cooperative formed under SC Code 33-49-10 et. seq. ("South Carolina Electric Cooperative Act").
2. Central has the power and authority to execute and deliver the Agreement and to perform its obligations thereunder. The execution, delivery, and performance of the Agreement by Central has been authorized by all necessary action on the part of the governing body of Central.
3. Resolutions authorizing the execution, delivery, and performance of the Agreement by Central were duly adopted by the governing body of Central on _____, at a meeting duly called and regularly assembled in accordance with applicable South Carolina law including, without limitation, any requirements of Central's articles of incorporation and bylaws.
4. The Agreement has been duly executed and delivered by Central and constitutes the legal, valid, binding, and enforceable obligations of Central.
5. No approval, consent, or authorization of any governmental body or public agency or authority not already obtained is required for the execution, delivery, and performance of the Agreement by Central.

6. The execution, delivery, and performance of the Agreement by Central and the provisions thereof do not conflict with, violate, or constitute a breach of, or default under, any instrument relating to the creation, authorization, organization, existence, or operation of Central; any commitment, agreement, or other instrument to which Central is a party or by which it or its property or assets is bound or affected; or any constitution, law, rule, regulation, government code, resolution, ordinance, judgment, order, writ, decree, or ruling to which Central (or any of its officials in their respective capacities as such) or its property is subject.

7. There are no legal proceedings threatened or pending that would be reasonably likely to materially adversely affect Central's ability to perform the Agreement.

8. Central is subject to suit and liability with respect to its contractual obligations under the Agreement, in accordance with the Agreement, and does not, with respect to its contractual obligations under the Agreement, have any immunity from suit or jurisdiction on the grounds of sovereignty or otherwise.

The opinions expressed herein are subject to the following qualifications:

(a) The enforceability of the Agreement and the rights and remedies thereunder are subject to and may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, receivership, conservatorship, or other similar laws from time-to-time in effect relating to or affecting generally the enforcement of creditors' rights and (ii) general principles of equity, including without limitation, concepts of materiality, reasonableness, good faith, and fair dealing (regardless of whether considered in a proceeding at law or an equity);

(b) We express no opinion as to the enforceability of any provision of the Agreement purporting to waive the right to trial by jury, constitute a consent to jurisdiction or waiver of service of process; and

(c) The opinions expressed herein are limited to the laws of the State of South Carolina and the Federal laws of the United States of America. For purposes of the opinions expressed in this opinion, we have assumed that the Agreement will be governed by South Carolina law exclusively, notwithstanding any provision of the Agreement designating the law of any other state as the governing law.

The opinions expressed herein are based on laws and facts existing as of the date hereof. We expressly disclaim any obligation to update or supplement this opinion letter for changes in law or fact occurring or coming to our attention after the date hereof.

We are furnishing this opinion letter to you only and no other person or entity is entitled to rely on this opinion letter without our express written consent.

Sincerely,

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

Central Electric Power Cooperative, Inc.

By:



Name: Robert C. Hochstetler

Title: President and CEO

Date:

JUNE 5, 2023

CENTRAL
LEGAL APPROVED

6/2/2023
SG

Attest:



Name:

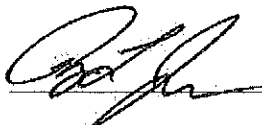
Shari G. Kirkland

Title:

Manager of Administrative Services

EXECUTION VERSION

North Carolina Municipal Power Agency Number 1

By: 

Name: Roy L. Jones

Title: Chief Executive Officer

Date: 6/5/23

Attest:



Name: F. Timothy TUNIS

Title: Chief Financial Officer

**Execution Copy
City of High Point**

**NORTH CAROLINA MUNICIPAL POWER AGENCY
NUMBER 1**

**Amendment Agreement No. 3
to
Project Power Sales Agreement
Catawba Nuclear Project**

Dated as of July 28, 2023

NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

**AMENDMENT AGREEMENT NO. 3
to
PROJECT POWER SALES AGREEMENT
CATAWBA NUCLEAR PROJECT**

This AMENDMENT AGREEMENT No. 3 is dated as of the 28th day of July, 2023, and entered into by North Carolina Municipal Power Agency Number 1 (including successors and permitted assigns, "Power Agency") and the municipality of the State of North Carolina (including successors and permitted assigns, the "Participant") that has executed this Amendment Agreement No. 3 (as supplemented and amended, the "Amendment Agreement No. 3").

WHEREAS, the parties hereto are parties to a Project Power Sales Agreement, Catawba Nuclear Project, dated as of May 1, 1978, as amended by an Amendment Agreement dated as of October 31, 1984, and an Amendment Agreement No. 2, dated as of April 15, 2005 (as amended, the "Project Power Sales Agreement"); and

WHEREAS, Power Agency has entered into a Power Purchase Agreement (as the same may be supplemented and amended, the "PPA") with Central Electric Power Cooperative, Inc. (including successors and permitted assigns, "Central"), dated as of June 5, 2023, pursuant to which Power Agency has agreed to deliver and sell to Central, and Central has agreed to receive and purchase from Power Agency, approximately 18% of Power Agency's Project Output; and

WHEREAS, the obligations of Power Agency and Central under the PPA are subject to, among other conditions, the (i) consent of the Participant to, and approval of, the consummation of the transactions contemplated by the PPA, and (ii) the execution of this Amendment Agreement No. 3; and

WHEREAS, Power Agency and the Participant desire to amend the Project Power Sales Agreement and enter into this Amendment Agreement No. 3 to give effect to the transactions contemplated by the PPA; and

WHEREAS, on May 25, 2023, the Board of Directors of Power Agency adopted a resolution pursuant to which it approved this Amendment Agreement No. 3 and directed that it be submitted to the Participants for approval; and

WHEREAS, the governing board of the Participant has consented to and approved the consummation of the transactions contemplated by the PPA and authorized the execution and delivery of this Amendment Agreement No. 3.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Definitions. Unless the context clearly indicates otherwise, all capitalized terms used in this Amendment Agreement No. 3, including the preambles hereto, which are

defined in the Project Power Sales Agreement shall for all purposes of this Amendment Agreement No. 3 have the respective meanings given to them in the Project Power Sales Agreement.

Section 2. **Amendment to Project Power Sales Agreement.**

(a) SubSection (n) (1) of Section 1, *Definitions*, of the Project Power Sales Agreement is hereby amended by deleting the same in its entirety and, in lieu thereof, adding the following thereto:

“(1) the amount which may be required by Power Agency during such month to pay costs pursuant to the Operating Agreement, as affected by the exchange payment provisions of Article 14 of the Interconnection Agreement, plus the payments required for the McGuire Reliability Exchange pursuant to Article 5 and Section 8.2, or Article 11, all of the Interconnection Agreement, plus the payments for Replacement Energy pursuant to Section 8.1(c) of the Interconnection Agreement, less revenues received from sales of Project Output to other than the Participants, including, but not limited to, payments received from Central Electric Power Cooperative, Inc. pursuant to the Power Purchase Agreement dated as of June 5, 2023, and payments received from Duke for Purchased Capacity, Purchased Energy and Surplus Energy pursuant to the Interconnection Agreement and for Duke’s Reliability Exchange Entitlement from the Catawba Nuclear Station pursuant to the McGuire Reliability Exchange as provided in Section 10.2(b) of the Interconnection Agreement;”

(b) Section 4, *Sale and Purchase of Participant’s Share*, of the Project Power Sales Agreement is amended hereby by inserting the following as a new second sentence thereto:

“At any particular time during the term of this Agreement, the amounts of Project Output to which Power Agency is entitled shall be calculated by giving effect to any sales thereof by Power Agency pursuant to power purchase agreements approved by all of the Participants.”

Section 3. **Savings Clause.** Except as herein amended, the existing provisions of the Project Power Sales Agreement shall remain in full force and effect.

Section 4. **Preaudit Certification.** Execution of this Amendment Agreement No. 3 by the finance officer of the Participant shall constitute a certification of such finance officer that, to the extent this Amendment Agreement No. 3 requires the Participant to satisfy a financial obligation during the Participant’s fiscal year in which the Effective Date occurs, this Amendment Agreement No. 3 has been preaudited in the manner required by the N.C. Local Government Budget and Fiscal Control Act.

Section 5. **Effective Date.** This Amendment Agreement No. 3 shall become effective upon execution and delivery of similar agreements by Power Agency and each Participant.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Agreement No. 3 all by authority of their respective governing bodies duly given.

Executed this ____ day of _____, 2023.

[Signatures on following page]

CITY OF HIGH POINT

By: _____
Mayor

Attest:

For purposes of Section 4 only:

City Clerk

Finance Officer

(SEAL)

Executed this 28 day of July, 2023.

NORTH CAROLINA MUNICIPAL
POWER AGENCY NUMBER 1

By: _____
Chief Executive Officer

Attest:

Assistant Secretary



[Signature Page of Amendment Agreement No. 3]

**Execution Copy
City of High Point**

**NORTH CAROLINA MUNICIPAL POWER AGENCY
NUMBER 1**

**Agreement Regarding
the Sale and Purchase of
Excess Participant's Share
of
Project Output**

Dated as of July 28, 2023

NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

**AGREEMENT REGARDING
THE SALE AND PURCHASE OF
EXCESS PARTICIPANT'S SHARE
OF
PROJECT OUTPUT**

THIS AGREEMENT REGARDING THE SALE AND PURCHASE OF EXCESS PARTICIPANT'S SHARE OF PROJECT OUTPUT is dated as of the 28th day of July, 2023, and entered into by North Carolina Municipal Power Agency Number 1 (including successors and permitted assigns, "Power Agency") and the municipality of the State of North Carolina (including successors and permitted assigns, the "Participant") that has executed this Agreement Regarding the Sale and Purchase of Excess Participant's Share of Project Output (as supplemented and amended, the "Agreement").

WHEREAS, the parties hereto are parties to a Project Power Sales Agreement, Catawba Nuclear Project, dated as of May 1, 1978, as amended by an Amendment Agreement dated as of October 31, 1984, an Amendment Agreement No. 2, dated as of April 15, 2005 and an Amendment Agreement No. 3, dated as of the date hereof (as amended, the "Project Power Sales Agreement"), and Power Agency has entered into similar agreements with 18 other municipalities of the State of North Carolina (collectively with the Participant, the "Participants", and such other agreements, collectively with the Project Power Sales Agreement, the "Project Power Sales Agreements"); and

WHEREAS, pursuant to the terms and conditions of the Project Power Sales Agreements, Power Agency sells and each Participant purchases its Participant's Share of Project Output; and

WHEREAS, for any given Participant, from time to time, (i) a portion of its entitlement to Project Output under the Project Power Sales Agreement may exceed the power and energy required by it from the Project, or (ii) its entitlement to Project Output under the Project Power Sales Agreement may be less than the power and energy required by it from the Project; and

WHEREAS, Power Agency and the Participants have been engaged in discussions regarding the sale of that portion of a given Participant's entitlement to Project Output under the Project Power Sales Agreement that exceeds the power and energy required by it from the Project to one or more other Participants whose entitlement to Project Output is less than the power and energy required by it from the Project, such that, during each year for the remaining term of the Project Power Sales Agreements, Power Agency will sell and each Participant will purchase an amount of Project Output equal to such Participant's Load Ratio Share of Project Output; and

WHEREAS, Power Agency and the Participants desire to memorialize such discussions by this Agreement and similar agreements entered into by each of the other Participants; and

WHEREAS, by letter dated December 7, 2001, the Participant, pursuant to the terms and conditions of Section 11 of the Project Power Sales Agreement, requested that Power Agency use

its best efforts to sell or exchange from time to time all or a portion of each of their entitlements to Project Output that is in excess of each of their respective power and energy requirements (each an "Authorization Agreement"); and

NOW, THEREFORE, pursuant to and subject to the terms and conditions of Section 11 of the Project Power Sales Agreement, the Participant's Authorization Agreement and this Agreement, the parties hereto mutually agree as follows:

Section 1. **Definitions.** Terms not defined herein shall have the meanings assigned thereto by the Project Power Sales Agreement.

(a) "Load Ratio Share" means, with respect to the Participant, a 50/50 weighting of the following two percentages:

- (1) the percentage that is equal to the sum of the Participant's Monthly Non-Coincident Peak Demand during the previous five (5) years, divided by the sum of all Participants' Monthly Non-Coincident Peak Demands during the same five (5) years; and
- (2) the percentage that is equal to the sum of the Participant's Monthly Energy during the previous five (5) years, divided by the sum of all Participants' Monthly Energy during the same five (5) years.

For purposes of determining the foregoing percentages, the Load Ratio Share shall be calculated based on loads over the five (5) year period (60 months) ending on July 1 of the year in which the calculation is made and demand and energy values shall be reduced by Southeastern Power Administration (SEPA) capacity allocations (in kW).

(b) "Monthly Non-Coincident Peak", for any month, shall mean the Participant's highest integrated clock hour metered demands (in kW) recorded during such month, reduced by the amount of such Participant's SEPA capacity allocation (in kW).

(c) "Monthly Energy", for any month, shall mean the total energy requirements (in kWh) of the Participant metered during such month, reduced by the amount of SEPA energy deemed to have been delivered (in kWh).

Section 2. **Purpose and Intent of Sales and Purchases.** It is the purpose and intent of this Agreement that, following the sales and purchases pursuant to Sections 4 and 5 and the other provisions hereof, Section 11 of the Project Power Sales Agreement, and the Participant's Authorization Agreement, the Participant's purchase of Project Output in each calendar year will equal its Load Ratio Share. Power Agency may take such action as may be necessary or advisable in furtherance of the foregoing purpose and intent.

Section 3. **Determination of Load Ratio Share.** Not later than December 1 of each calendar year during the remaining term of the Project Power Sales Agreement, commencing on December 1, 2023 for the calendar year 2024, Power Agency shall calculate and deliver to the

Participant a written determination of its Load Ratio Share of Project Output for the ensuing calendar year.

Section 4. **Sale of Excess Participant's Participant's Share.** To the extent that Power Agency determines for any given Participant, pursuant to Section 2 hereof, for any calendar year that its Participant's Share is greater than its Load Ratio Share, Power Agency, beginning on January 1 of that year and continuing thereafter during such calendar year, shall sell to other Participants that portion of the Participant's Participant's Share of Project Output that is determined to exceed the Participant's Load Ratio Share of Project Output ("Decreased Allocation of Project Output") such that its share of Project Output thereafter (until revised in accordance herewith) is equal to its Load Ratio Share of Project Output, as determined in the manner set forth herein. Notwithstanding the foregoing, each Participant that sells a Decreased Allocation of Project Output pursuant to this Section 4 shall remain liable to Power Agency to pay the full amount of its Participant's Share of Monthly Project Power Costs; provided, however, that such liability shall be discharged to the extent that Power Agency receives payment for the Decreased Allocation of Project Output from the purchaser or purchasers therefor.

Section 5. **Purchase of Excess Participant's Participant's Share.** To the extent that Power Agency determines for any given Participant, pursuant to Section 2 hereof, for any calendar year that its Participant's Share is less than its Load Ratio Share, Power Agency, beginning on January 1 of that year and continuing thereafter during such calendar year, shall purchase from other Participants and sell to such Participant an amount of power and energy from other Participants (the "Increased Allocation of Project Output") such that its share of Project Output thereafter (until revised in accordance herewith) is equal to its Load Ratio Share of Project Output, as determined in the manner set forth herein. Each Participant that purchases an Increased Allocation of Project Output pursuant to this Section 5 shall be liable to Power Agency to pay that portion of Monthly Project Power Costs attributable to the Increased Allocation of Project Output purchased by such Participant.

Section 6. **Remedies.** In the event of a breach, or a threatened or attempted breach, of this Agreement, either party shall, in addition to any other legal and equitable rights and remedies, be entitled to seek injunctive relief, or a decree of specific performance, and shall not be required to post bond in connection with any such injunction. Damages recovered by either party as a result of a breach of this Agreement shall be limited to actual damages.

Section 7. **Applicable Law.** This Agreement is made under and shall be governed by the law of the State of North Carolina. Headings herein are for convenience only and shall not influence the construction hereof.

Section 8. **Preaudit Certification.** Execution of this Agreement by the finance officer of the Participant shall constitute a certification of such finance officer that, to the extent this Agreement requires the Participant to satisfy a financial obligation during the Participant's fiscal year in which the Effective Date occurs, this Agreement has been preaudited in the manner required by the N.C. Local Government Budget and Fiscal Control Act.

Section 9. Effective Date, Term and Amendments. This Agreement shall become effective upon execution and delivery of similar agreements by Power Agency and each Participant and continue in effect for the remaining term of the Project Power Sales Agreement. No amendment, modification or supplement to this Agreement shall be effective unless approved or consented to by each Participant that has signed an agreement similar to this Agreement.

Section 10. Execution in Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute a single agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement Regarding the Sale and Sale Purchase of Excess Participant's Share of Project Output by authority of their respective governing bodies duly given.

Executed this ____ day of _____, 2023.

[Signatures on following page]

CITY OF HIGH POINT

By: _____
Mayor

Attest:

For purposes of Section 8 only:

City Clerk

Finance Officer

(SEAL)

Executed this 10 day of AUGUST, 2023.

NORTH CAROLINA MUNICIPAL
POWER AGENCY NUMBER 1

By: [Signature]
Chief Executive Officer

Attest:

[Signature]
Assistant Secretary



Signature Page of Agreement Regarding the Sale and Purchase of
Excess Participant's Share of Project Output]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA DETERMINING THAT IT IS IN THE BEST INTERESTS OF THE CITY OF HIGH POINT TO APPROVE THE POWER PURCHASE AGREEMENT BY AND BETWEEN NORTH CAROLINA MUNICIPAL POWER AGENCY NO. 1 AND CENTRAL ELECTRIC POWER COOPERATIVE, INC., TO CONSENT TO THE TRANSACTIONS CONTEMPLATED THEREBY, AND TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF, AMONG OTHER DOCUMENTS, AN AMENDMENT TO THE PROJECT POWER SALES AGREEMENT WITH NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

WHEREAS, the City of High Point (the "Municipality") and North Carolina Municipal Power Agency Number 1 ("Power Agency") entered into a Project Power Sales Agreement, Catawba Nuclear Project (the "Power Sales Agreement"), dated as of the first day of May, 1978, pursuant to which Power Agency provides, or causes to be provided, the Municipality with power and energy from the Catawba Project; and

WHEREAS, the Board of Directors of Power Agency, on May 25, 2023, adopted (i) Resolution BDR-4-23 (the "Resolution"), which, among other things, approves and authorizes the execution and delivery of a Power Purchase Agreement (the "PPA") between the Power Agency and Central Electric Power Cooperative, Inc. ("Central") pursuant to which Power Agency will sell and Central will purchase nuclear capacity and energy associated with a portion of Power Agency's ownership and contractual interest in the Catawba Project, (ii) Resolution BDR-5-23 authorizing Power Agency to execute and deliver to each Participant an amendment to the Power Sales Agreement to give effect to the transactions contemplated by the PPA ("Amendment Agreement No. 3"), and, on July 28, 2023, adopted (iii) Resolution BDR-9-23 authorizing Power Agency to execute and deliver to each Participant the Agreement Regarding the Purchase and Sale

of Excess Participant's Share of Project Output ("Excess Participant's Share Agreement") and a Letter of Intent Regarding the Sizing of Participant's Shares of Catawba (Post 2023)(the "Letter of Intent") and to take such actions as are necessary, advisable or convenient to obtain the consent of each Participant to, and the approval of each Participant of: the consummation of the transactions contemplated by the PPA, and Amendment Agreement No. 3; and

WHEREAS, Power Agency has caused GDS Associates, Inc., Power Agency's Consulting Engineer, to prepare an economic analysis of the projected impact of the transactions contemplated by the PPA on Power Agency's wholesale power costs and proposed full requirements wholesale rates (the "Economic Analysis"); and

WHEREAS, Power Agency has caused to be furnished to the Municipality each of the following: (i) the PPA, (ii) Resolution BDR-4-23, (iii) Resolution BDR-5-23, (iv) Resolution BDR-9-23, (v) an executed Amendment Agreement No. 3, dated as of July 28, 2023, (vi) an executed Excess Participant's Share Agreement, dated as of July 28, 2023, (vii) a copy of the Letter of Intent, and (viii) the Economic Analysis; and

WHEREAS, the City Council of the Municipality (the "Governing Body") has taken into consideration the benefits which might be achieved by (i) approving the transactions contemplated by the PPA, and (ii) approving, executing and delivering Amendment Agreement No. 3 and the Excess Participant's Share Agreement.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of High Point:

1. After due consideration to the contents of each of the preambles set forth above and to each of the documents referred to in such preambles, the Governing Body hereby finds and determines that it is in the best interests of the Municipality (i) to consent

to and approve the consummation of the transactions contemplated by the PPA, and the same is hereby consented to and approved, and (ii) to enter into Amendment Agreement No. 3 and the Excess Participant's Share Agreement.

2. The Governing Body hereby authorizes and directs that Amendment Agreement No. 3 and the Excess Participant's Share Agreement be executed for and on behalf of the Municipality by the Mayor and Clerk, sealed with the seal of the Municipality and delivered to the Power Agency in the form and substance of Amendment Agreement No. 3 and the Excess Participant's Share Agreement presented at this meeting.

3. The Governing Body hereby directs the Clerk to furnish or cause to be furnished to Power Agency a certified copy of this ordinance together with the executed Amendment Agreement No. 3.

4. The Governing Body hereby directs the Clerk to file with the minutes of this meeting (i) the PPA, (ii) Resolution BDR-4-23, (iii) Resolution BDR-5-23, (iv) Resolution BDR-9-23, (v) the proposed Amendment Agreement No. 3, (vi) the proposed Excess Participant's Share Agreement, (vii) the copy of the Letter of Intent, and (viii) the Economic Analysis as presented and available at this meeting.

5. This Ordinance shall become effective upon its adoption.

ADOPTED this ____ day of _____, 2023.

Mayor

ATTEST:

Clerk

(SEAL)

**RESOLUTION APPROVING
INTERLOCAL AGREEMENT WITH GUILFORD COUNTY**

WHEREAS, the North Carolina General Statutes Chapter 160A, Article 20 provides that units of local government may enter into contracts or agreements with each other in order to execute any undertaking, and the contracts and agreements shall be of reasonable duration and ratified by resolution of the governing board of each unity spread upon its minutes; and

WHEREAS, the City of High Point and Guilford County are units of local government in North Carolina (collectively the "Parties"); and

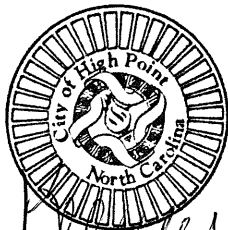
WHEREAS, the Parties desire to enter into an interlocal agreement for Guilford County to provide \$5.5 million of American Rescue Plan Act funds to the City of High Point, to be passed through to three non-profit organizations, for community support and workforce development projects; and

WHEREAS, the City Council of the City of High Point finds that it is in the best interest of the public safety and welfare of its citizens to enter into this interlocal agreement.

NOW THEREFORE, BE IT RESOLVED that the High Point City Council hereby approves the authorization of this interlocal agreement between the City of High Point and Guilford County.

Adopted this the 21st day of August, 2023.

ATTEST:



Sandra Keeney
Sandra Keeney
City Clerk

Jay W. Wagner
Jay W. Wagner, Mayor

GUILFORD COUNTY CONTRACT NO. 90005596

American Rescue Plan Act of 2021
Coronavirus State and Local Fiscal Recovery Funds
Agreement
Between
Guilford County, North Carolina
and
City of High Point

Article I. Overview.

Section 1.1. Parties. The parties to this agreement (“Agreement”) are Guilford County, North Carolina, a body politic and political subdivision of the State of North Carolina (“Guilford County”) and City of High Point, a North Carolina municipal corporation (“Awardee”).

Section 1.2. Definitions. The definitions in 2 CFR 200.1 are hereby incorporated into this Agreement.

Section 1.3. Source of Funding. This Agreement is funded by a portion of the \$104,339,752.00 allocated to Guilford County by the Coronavirus State Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act of 2021 (“ARPA/CSLFRF”). More specifically, this project has been identified as Treasury Expenditure Category 6.1 Provision of Government Services.

Section 1.4. Purpose. The purpose of this Agreement is to establish the terms and conditions for an award allocated to the Awardee from Guilford County.

Section 1.5. Term. This Agreement shall govern the performance of the parties for the period January 1, 2023 (“Effective Date”) through December 31, 2026 (“Expiration Date”), unless earlier terminated by either party in accordance with the terms of this Agreement (“Agreement Term”).

Section 1.6. Guilford County’s Obligations Contingent on Awardee Agreements with Project Partners and Legal Compliance. The payment of funds to Awardee under the terms of this Agreement shall be contingent on the execution of three separate sub-awardee agreements: (1) an agreement between the City of High Point and the Hayden-Harman Foundation; (2) an agreement between the City of High Point and D-UP, INC.; and (3) and an agreement between the City of High Point and The Young Men’s Christian Association of High Point, Inc (“YMCA of High Point”). These agreements must outline the relationship between the City of High Point and the non-profit organization and the process for implementation of the community projects outlined in Exhibit B of this agreement. If any of these three agreements between the City of High Point and non-profit organizations is terminated, Guilford County may terminate this Agreement.

- (a) Administration Requirements of Sub-Awardee Agreements.** No agreement or program which is the subject of a sub-awardee agreement shall be managed or directed by a Guilford County employee or public official. For purposes of this section an employee of Guilford County shall be defined as a person employed for wages A public official means an

individual who is elected or appointed to serve or represent Guilford County. Awardee and sub-awardee(s) shall guarantee no Guilford County public official is involved in the making of a sub-awardee agreement. The making of an agreement includes but is not limited to the development of specifications, terms, or the preparation of the agreement. No Guilford County employee or public official may be involved in administering a sub-awardee agreement. No Guilford County employee or public official may derive a direct benefit from an award agreement or sub-awardee agreement. A public official or employee derives a direct benefit from an agreement if the person or a person's spouse: (I) has more than ten percent (10%) ownership or other interest in an entity that is a party to the agreement; (ii) derives any income or commission directly from the award agreement; or (iii) acquires property under the award agreement. Failure to adhere to the requirements of this section may result in immediate termination of this Agreement.

All sub-awardee agreements shall contain the requirements set forth in paragraph 1.6 (a). Failure to include requirements set forth in paragraph 1.6(a) in a sub-awardee agreement may result in immediate termination of this Agreement and recapture of funds pursuant to the terms of this Agreement.

All sub-awardee agreements shall be reviewed and approved by Guilford County prior to execution and award of funds, which approval shall not be unreasonably withheld.

Article II. Scope of Funded Activities.

Section 2.1. Scope of Services. Awardee shall perform all activities described in the scope of activities, attached hereto as Exhibit B ("Approved Activities").

Section 2.2. Budget. Awardee shall perform the Approved Activities in accordance with the program budget as approved by Guilford County and attached hereto as Exhibit C ("Approved Budget").

Section 2.3. Prior Approval for Changes. Awardee may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of Guilford County; nor shall Awardee make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget without the prior written approval of Guilford County.

2.4 Means Testing. Awardee will require that any programs funded by this Agreement comply with any means requirements required under North Carolina law. Any sub-awardee agreements that Awardee enters into under this Agreement shall identify any means requirements applicable to the program(s) provided thereunder and require that the sub-awardee enforce and comply with those requirements.

Article III. Compensation.

Section. 3.1. Payment of Funds. Guilford County agrees to reimburse Awardee for costs actually incurred and paid by Awardee in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in an amount not to exceed \$5.5 million ("Total

Agreement Funds”). The amount of Total Agreement Funds, however, is subject to adjustment by Guilford County if a change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Program funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement.

Section. 3.2. Invoices. As full compensation for the Awardee’s delivery of the goods and/or services, and subject to the terms of this Agreement, the County agrees to pay the amounts for the services as set out herein and in Exhibit B, which is attached hereto and incorporated herein by reference. Payment will be made by the County to Awardee within thirty (30) days of receipt of a correct invoice and proper documentation that services have been delivered and provided in accordance with the Agreement. Guilford County may disapprove the requested reimbursement claim for cause. If the reimbursement claim is disapproved, Guilford County shall notify Awardee as to the disapproval. Nothing contained herein is to be construed as a prohibition on Awardee from resubmitting the reimbursement claim for consideration by the County with satisfactory documentation for reconsideration. A decision by Guilford County to disapprove a reimbursement claim is final. There is no appeal process for Awardee. If Guilford County approves payment, then Guilford County will disburse the funds without further notice.

Section. 3.3. Guilford County’s Obligations Contingent on Federal Funding and Awardee Compliance. The payment of funds to Awardee under the terms of this Agreement shall be contingent on the receipt and continued availability of such funds by Guilford County from the ARPA/CSLFRF and shall be subject to Awardee’s continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that Guilford County receives from the ARPA/CSLFRF is reduced, or the amount of such funds that Guilford County has remaining is insufficient, Guilford County may reduce the amount of funds awarded under this Agreement or terminate this Agreement. Guilford County also may deny payment for Awardee’s expenditures for Approved Activities where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Awardee to comply with the terms and conditions of this Agreement. Guilford County shall have no obligation to pay Awardee any amount in connection with this Agreement except from ARPA/CSLFRF funds.

Article IV. Financial Accountability and Grant Administration.

Section. 4.1. Financial Management. Awardee shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement. Awardee must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including those sections of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, that apply to ARPA CSLFRF Revenue Replacement Funds. See ARPA/CSLFRF Assistance Listing (21.027); U.S. Department of Treasury CSLFRF Final Rule Frequently Asked Questions 13.15; and Section 5.3 of this agreement. Awardee shall adopt such additional financial management procedures as may from time-to-time be prescribed by Guilford County and/or required by applicable federal or state laws or regulations, or guidelines from U.S. Department of Treasury.

Awardee shall maintain detailed, itemized documentation and other necessary records of all expenses incurred pursuant to this Agreement.

Section. 4.2. Limitations on Expenditures. Guilford County shall only reimburse Awardee for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with the established Guilford County and Awardee procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. Guilford County may not reimburse or otherwise compensate Awardee for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.

Section. 4.3. Indirect Cost Rate. The indirect cost rate, if any, indicated in Exhibit C (Approved Budget) shall apply to this Agreement.

Section. 4.4. Financial and Other Reports. Awardee shall submit to Guilford County such reports and back-up data as may be required by the Federal Government or Guilford County, including such reports which enable Guilford County to submit its own reports to the U.S. Department of Treasury, in accordance with the following schedule, which may be amended from time to time:

<u>REPORT</u>	<u>DEADLINE</u>
Project and Expenditure Reports (Quarterly)	January 31, 2024, 2025, 2026, 2027 April 30, 2024, 2025, 2026 July 31, 2024, 2025, 2026 October 31, 2023, 2024, 2025, 2026
Recovery Plan (Annually)	July 31, 2024 July 31, 2025 July 31, 2026

This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Awardee is required to submit to Guilford County following the expiration or termination of this Agreement.

Section. 4.5. Improper Payments. Any item of expenditure by Awardee under the terms of this Agreement which is found by auditors, investigators, or other authorized representatives of Guilford County, the US Department of Treasury, the NC Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Awardee, shall become Awardee’s liability, and shall be paid solely by Awardee, or, if already expended, repaid as directed to Guilford County or the US Department of Treasury, immediately upon notification of such, from funds other than those provided by Guilford County under this Agreement or any other agreements between Guilford County and Awardee. This provision shall survive the expiration or termination of this Agreement.

Section. 4.6. Audits and Access to Records. Awardee certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and continued compliance with these provisions during the term of this section. If Awardee is not required to have a Single Audit as defined by 200.501, US Department of Treasury requirements, or the Single Audit Act, then Awardee shall have a financial audit performed yearly by an independent Certified Public Accountant. Awardee shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to the Agreement upon request. Awardee certifies that it will provide Guilford County with notice of any adverse findings which impact this Agreement. This obligation extends for one year beyond the expiration or termination of this Agreement.

Section. 4.7. Closeout. Final payment request(s) under this Agreement must be received by Guilford County no later than thirty (30) days after the earlier of the Expiration Date or the last day of the Agreement Term. Guilford County will not accept a payment request submitted after this date without prior authorization from Guilford County. In consideration of the execution of this Agreement by Guilford County, Awardee agrees that acceptance of final payment from Guilford County will constitute an agreement by Awardee to release and forever discharge Guilford County, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Awardee has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Awardee's obligations to Guilford County under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Guilford County. Such requirements shall include submitting final reports to Guilford County and providing any closeout-related information requested by Guilford County by the deadlines specified by Guilford County. This provision shall survive the expiration or termination of this Agreement. By law, Guilford County must expend all ARPA/CSLFRF funds by December 31, 2026. Accordingly, and without extending any earlier deadlines contained in this Section or in this Agreement, Guilford County shall have no obligation to make any payment not made on or before December 31, 2026, and no liability for not making any such payment, regardless of cause.

Article V. Compliance with Grant Agreement and Applicable Laws.

Section. 5.1. General Compliance. Awardee shall perform all Approved Activities (as described in Exhibit B) funded by this Agreement in accordance with this Agreement, the award agreement between Guilford County and the US Department of Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from Awardee's current policies and practices. Guilford County may assist Awardee in complying with all applicable requirements. However, Awardee remains responsible for ensuring its compliance with all applicable requirements.

Section. 5.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARPA/CSLFRF grant, including, but not limited to, the following:

Authorizing Statute. Section 603 of the *Social Security Act* (42 U.S.C. 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2).

Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARPA/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

This Agreement is also subject to all applicable laws of the State of North Carolina.

Section. 5.3. Federal Grant Administration Requirements. Without limiting the forgoing, Awardee shall comply with those sections of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 (UG), as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARPA/CSLFRF (21.027), that apply to ARPA CSLFRF Revenue Replacement Funds. See US Department of Treasury CSLFRF Final Rule Frequently Asked Questions 13.15. These requirements dictate how Awardee must administer the award and how Guilford County must oversee Awardee.

Applicable UG provisions include:

Subpart A, Acronyms and Definitions

Subpart B, General provisions

Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 CFR 200.204, .205, .210, and .213)

Subpart D, Post Federal; Award Requirements (except 2 CFR 200.301, .304-.327, .330-.333, and .339-345)

Subpart E, Cost Principles (except 2 CFR 200.400(d), (f), and (g), .401-.402, .403(b), (e), and (f), .404(a)-(d), and .405-.476)

Subpart F, Audit Requirements

2 CFR Part 25 (Universal Identifier & System for Award Management)

2 CFR Part 170 (Reporting Subaward and Executive Compensation Information)

2 CFR Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement))

2 CFR Part 200, Appendix XII (Recipient Integrity and Performance Matters)

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

Awardee shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. Guilford County may provide sample policies or other assistance to Awardee in meeting these compliance requirements. Regardless of Guilford County's assistance, it is the Awardee's responsibility to properly comply with all UG requirements as described above. Failure to do so may result in termination of the Agreement by Guilford County.

Section. 5.4. Federal Restrictions on Lobbying. Awardee shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, Awardee may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Awardee shall certify in writing that Awardee has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit D (Lobbying Certifications).

Section. 5.5. Equal Opportunity & Other Requirements. Awardee shall comply with the requirements in this section.

Civil Rights Laws. Awardee shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws. Awardee shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections. Awardee shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination. Awardee shall comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act. Awardee shall comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Section. 5.6. Federal Funding Accountability and Transparency Act of 2006. Awardee shall provide Guilford County with all information requested by Guilford County to enable Guilford County to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101 note). (See 2 CFR Part 170, Reporting Subaward and Executive Compensation Information.)

Section. 5.7. Licenses, Certifications, Permits, Accreditation. Awardee shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Guilford County proof of any licensure, certification, permit or accreditation upon request.

Section. 5.8. Publications. Any publications produced with funds from this Agreement shall display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2097 awarded to Guilford County, North Carolina by the U.S. Department of the Treasury.”

Section 5.9. Program for Enhancement of Contractor Employee Protections. Awardee is hereby notified that they are required to: inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Section 5.10. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 CFR 200.216, Awardee shall not obligate or expend funds received under this award to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Section 5.11. Use of Name. Neither party to this Agreement shall use the other party’s name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Section 5.12. Statement of Assurances. Awardee certifies compliance with SF 424B (Statement of Assurances – Non-Construction) and SF424D (Statement of Assurances – Construction).

Section 5.13. Stevens Amendments Requirements. Awardee shall identify that federal assistance funds were used to fund Approved Activities under this Agreement in any publicity and /or signage relating to the funded project or program.

Section. 5.14. Increasing Seat Belt Use. Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), Awardee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles.

Section 5.15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Awardee should encourage its employees, Awardees, and contractors to adopt and enforce policies that ban text messaging while driving, and Awardee should establish workplace safety policies to decrease accidents caused by distracted drivers.

Article VI. Cooperation in Monitoring and Evaluation.

Section. 6.1. Guilford County Responsibilities. Guilford County shall monitor, evaluate, and provide guidance and direction to Awardee in the conduct of Approved Activities performed under this Agreement. Guilford County must determine whether Awardee has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and may monitor the activities of Awardee to ensure that Awardee has met such requirements. Guilford County may require Awardee to take corrective action if deficiencies are found.

Section. 6.2. Awardee Responsibilities.

- (a) **Cooperation with Guilford County Oversight.** Awardee shall permit Guilford County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and Awardee agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
- (b) **Cooperation with Audits.** Awardee shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of Guilford County, the North Carolina State Auditor, the US Department of Treasury, and the US Government Accountability Office. Awardee agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

Section 6.3. Interventions. If Guilford County determines that Awardee is not in compliance with this Agreement, Guilford County may initiate an intervention. The degree of Awardee's performance or compliance deficiency will determine the degree of intervention.

If Guilford County determines that an intervention is warranted, it shall provide written notice to Awardee of the intervention, ordinarily within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after Guilford County otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. This ordinary time frame shall not limit or prevent Guilford County from acting outside of it. The written notice shall notify Awardee of the following related to the intervention:

- (1) The nature of the additional requirements;

- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of Guilford County. Guilford County is not limited to the forgoing actions or sequences and may at any time take any lawful actions or remedies.

Section 6.4. Records Retention and Access. Awardee shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Awardee shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Guilford County, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office, to the extent permitted by law.

Section 6.5. Key Personnel. Awardee shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Awardee shall notify Guilford County of any changes to these personnel within thirty (30) days of the change. Key personnel names, titles, and contact information are listed in Exhibit F (Key Personnel).

Article VII. Breach and Termination.

Section. 7.1. Termination for Cause. Guilford County may terminate this Agreement for cause after three (3) days written notice. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement and shall be determined in Guilford County's sole discretion.

Section. 7.2. Termination by Mutual Agreement. Guilford County and Awardee may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

Section. 7.3. Termination Procedures. If this Agreement is terminated, Awardee may not incur new obligations for the terminated portion of the Agreement after Awardee has received the notification of termination. Awardee must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Awardee shall not be relieved of liability to Guilford County because of any breach of Agreement by Awardee. Guilford County may withhold payments to Awardee for the purpose of set-off until the exact amount of damages due Guilford County from Awardee is determined.

Section 7.4. Breach. Without limiting Guilford County's rights to terminate this Agreement, if, through any cause, Awardee shall fail to fulfill its obligations under this Agreement in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued without cure for a period of more than ten (10) days after Guilford County has notified Awardee of such breach, Guilford County shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, in the event of breach, Guilford County may: Withhold any payment due Awardee for the purpose of setoff until such time as the exact amount of damages due Guilford County from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to Awardee) and/or procure the contracted for services or goods from other sources and hold Awardee responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by Awardee shall constitute an act of breach under this Agreement. This section shall not limit any other rights or remedies provided to Guilford County under this Agreement or available to Guilford County under applicable law.

Article VIII. General Conditions.

Section. 8.1. Indemnification. To the extent permitted by law, Awardee agrees to indemnify and hold harmless Guilford County, and any of its officers, agents and employees, and the Federal Government from any claims of third parties arising out of any act or omission of Awardee in connection with the performance of this Agreement (including, without limitation, attorney's fees and other costs of defense with respect to such claims).

Section. 8.2. Insurance. Awardee must maintain insurance policies with at least the following limits:

<u>Coverage</u>	<u>Minimum Limits</u>
a) Workers' Compensation	\$500,000 bodily injury per each accident, \$500,000 bodily injury per disease per employee, \$500,000 bodily injury per disease policy limit
b) General Liability	\$1,000,000 per occurrence/\$3,000,000 aggregate
c) Automobile Liability	\$2,000,000 per occurrence

Guilford County may require higher limits if warranted by the nature of this Agreement and the type of activities to be provided. The insurer must provide Guilford County with a Certificate of Insurance reflecting the coverages required in this Section. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, Awardee must provide Guilford County prompt written notice of cancellation, reduction, or material modification of coverage of insurance. Without limiting any liability it may otherwise have, if Awardee fails to provide such notice, the Awardee assumes sole responsibility for all losses incurred by Guilford County for which insurance would have provided coverage. The insurance policies must remain in effect during the term of this Agreement.

Awardee shall name Guilford County as an additional insured except as to workers compensation insurance and it is required that coverage be placed with an "A" rated insurance company acceptable to Guilford County. If Awardee fails at any time to maintain and keep in force the required insurance, Guilford County may cancel and terminate the Agreement without notice.

Subject to Guilford County's approval, which shall not be unreasonably withheld, as an alternative to the above-listed insurance requirements of this section, Awardee may maintain a self-funded insurance program that meets or exceeds these requirements. If this alternative is used, Awardee will provide satisfactory documentation of its self-funded insurance program to Guilford County upon request.

Section. 8.3. Venue and Jurisdiction. Guilford County and Awardee agree that they executed and performed this Agreement in Guilford County, North Carolina. This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Guilford County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

Section. 8.4. Nonwaiver. No action or failure to act by Guilford County constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Section. 8.5. Limitation of Guilford County Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair Guilford County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section. 8.6. Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

Section. 8.7. Assignment. Awardee may not assign or delegate any of its rights or duties that arise out of this Agreement without Guilford County's prior written consent. Unless Guilford County otherwise agrees in writing, Awardee and all assigns are subject to all Guilford County's defenses and are liable for all Awardee's duties that arise from this Agreement and all Guilford County's claims that arise from this Agreement.

Section. 8.8. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

Section. 8.9. Notices. All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

(a) If to Guilford County:
Guilford County Government
Michael Halford
ATTN: Pandemic Recovery Office
301 W. Market St.
Greensboro, NC 27401

(b) If to the Awardee:
City of High Point
Tasha Logan Ford
211 S Hamilton St.
High Point, NC 27260
tloganford@highpointnc.gov

Section 8.10. No Third-Party Beneficiaries/No Waiver of Immunity.

Awardee and Guilford County acknowledge and agree that there are no intended beneficiaries of this Agreement other than Awardee and Guilford County and that this Agreement does not, and shall not be interpreted to, create rights in any other parties (other than the rights on the part of other governmental units, such as the US Department of Treasury, that are explicitly set forth herein or required by law). Awardee and Guilford County further acknowledge and agree that they reserve all rights, defenses, and immunities that they may have with respect to claims by third-parties that relate in any way to this Agreement or to any act or omission with respect to goods or services related in any way to this Agreement.

Section 8.11. Independent Contractor.

Awardee shall act as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Guilford County and either Awardee or any agent of Awardee. Awardee is an independent contractor and not an employee, agent, joint venturer, or partner of Guilford County.

Section 8.12 Interlocal Agreement.

In accordance with N.C.G.S. Chapter 160A, Art. 20, Part 1, in addition to its execution, this Agreement's effectiveness requires approval by Awardee's and Guilford County's governing boards. Awardee shall employ or contract for the services of all personnel needed to carry out the Approved Activities. Unless provided to the contrary by more specific provision elsewhere in this Agreement, Guilford County's reimbursements to Awardee under this Agreement shall not cause Guilford County to acquire ownership in any property acquired by Awardee with the reimbursed funds and ownership of such property shall remain with Awardee.

GUILFORD COUNTY

Michael Halford Date
Guilford County Manager

Robin B. Keller Date
Guilford County Clerk to Board

CITY OF HIGH POINT

Tasha Logan Ford 8/22/23

Tasha Logan Ford Date
City Manager
City of High Point

Sandra Keeney 8/22/23

Sandra Keeney Date
City Clerk
City of High Point

This instrument has been preaudited in the
manner required by the Local Government
Budget and Fiscal Control Act.

Don Warn Date
Guilford County Finance Director

Assistant County Manager Date

Department Director/Designee Date

Exhibit A: Intentionally Omitted

Exhibit B: Approved Activities

Background

On August 18, 2022, Mayor Jay Wagner of the City of High Point sent a letter of support to the Guilford County Board of County Commissioners (“BOCC”) for three community projects (1) The Bridge (Hayden-Harman Foundation), (2) Washington Street Enhancement Project (D-UP, INC.), and (3) Out of School Time (“OST”), Social and Emotional Learning (“SEL”), and Enrichment/Physical Activity Program (YMCA of High Point), with a total request of \$5.5M to be supported with Guilford County SLFRF funds.

On September 15, 2022, the Guilford County BOCC heard presentations about the requests from each of the three community partners and made an allocation of \$5.5M as municipal funding to the City of High Point to support these three projects.

Purpose

The City of High Point will manage and oversee the implementation of these three community projects which are outlined below. The City of High Point will develop agreements with each of the three community partners leading these projects. These agreements should detail the specific scope of work of the projects, project budgets, and project performance measures and should comply with all provisions of this agreement between the County and the City of High Point. These approved activities are contingent upon awardee executing agreements with each of the above listed non-profit organizations, as written in section 1.6.

1. The Bridge (Hayden-Harman Foundation)

Of the total \$5.5 million covered by this agreement, \$2 million must be allocated to the Hayden-Harman Foundation for “The Bridge” project. The goal of the project is to develop a comprehensive community-based center designed to increase access to healthy foods, health services, job skill training, agribusiness development, and youth development. Partners in the project include the Hayden-Harman Foundation, Growing High Point, and Resilience High Point.

Funding Allocation

Growing High Point will facilitate the development of urban farmland, including a model farm that will increase production of available produce for sale via a mobile grocery store, farm stands, home deliveries, and local restaurants. Growing High Point will further develop their paid apprentice program to train urban farmers in craftsmanship and business, facilitating agribusiness development. Such enterprises may include the development of value-added products, processing of produce, and contracts with anchor institutions. When the project is fully developed (end of 2025), Growing High Point will have an additional 5.0 FTE added to their current staffing, included but not limited to:

- 1 FTE Farm Manager,
- 2 FTE Farm Workers,
- 1 FTE Business Development Manager,

- 1 FTE Agriculture Partner Coordinator

Additional funding will be allocated to fringe benefits, apprenticeship stipends, and potential AmeriCorps Vista positions.

Resilience High Point staff at “The Bridge” will offer opportunities for residents to access health services and to learn about healthy lifestyles through partnerships with community organizations. Provision of health services will be provided through partnerships with High Point University’s physician assistant and pharmacy programs, among others. Resilience High Point staff at “The Bridge” will facilitate and promote group activities that would be offered to the community. Yoga, Pilates, Tai Chi, and other forms of group fitness will be implemented and adapted to meet the needs of the community. Resilience High Point staff at “The Bridge” will coordinate with Open Door Ministries, Leslie’s House, and Salvation Army’s Center of Hope Family Shelter to offer these services to their clients.

Resilience High Point staff at “The Bridge” will facilitate the provision of youth-based services, through partnerships with youth-serving organizations. These services will include STEM activities, career exploration, youth employment boot camps, and social emotional learning programs.

A vital component to the success of “The Bridge” will be outreach to community members to encourage their participation in its initiatives. Resilience High Point staff at “The Bridge” will build relationships with community members through neighborhood associations, religious organizations, grassroots organizations, and civic groups. These Resilience High Point staff members will also facilitate public events to promote “The Bridge”. When fully developed, Resilience High Point will have 11.0 FTE on staff, including but not limited to:

- 1 FTE Center Director
- 1 FTE Fund Development Specialist
- 1 FTE Partner Coordinator
- 2 FTE Community Advocates
- 1 FTE Administrative Assistant
- 1 FTE Physician Assistant
- 1 FTE Supervising Physician
- 1 FTE Clinic Manager
- 1 FTE Pharmacy Technician
- 1 FTE Geriatric Pharmacy Fellow

Additional costs for Resilience High Point include fringe benefits, potential AmeriCorps Vista positions, and operation costs, including but not limited to: facility costs, utilities, marketing, insurance, telecommunications, travel, materials, and supplies.

Specific funding allocations from the Guilford County ARPA allocation to Resilience High Point and Growing High Point will be determined as the project progresses. The allocations will be used for the purposes outlined in the sections above.

Performance Measures and Goals

Identified performance measures for the project include, but are not limited to:

Performance Measures for Growing High Point	Goals of Growing High Point
Amount of produce harvested from model farm	15,000 pounds annually from the model farm
Amount of farmers and youth trained	4 farmers per year and 10 youth apprenticeships annually
Retail sales from model farm	\$50,000 annually
Number of number of jobs created for trained farmers as a result of apprentice program	25 by the end of 2026
Percentage of individuals referred/connected to the Community Clinic and other medical providers	10% of individuals served through physician assistant services
Performance Measures for Resilience High Point	Goals of Resilience High Point
Number of youth joining youth organizations	100 annually
Number of public events held promoting “The Bridge”	3 public events annually
Number of relationships built from outreach to community members (neighborhood organizations, religious organizations, grassroots organizations, and civic groups)	12 organizations annually
Number of patient visits through physician assistant services	600 annually through 2023; 4,000 annually from 2024 onward
Number of seniors assisted with Medicare enrollment	90 annually
Number of seniors assisted with comprehensive medication management	125 annually
Percentage reduction of Emergency Room visits for seniors assisted with comprehensive medication management	30% decrease
Number of community members attending group exercise classes provided through the physical therapy services	30 monthly

2. Washington Street Enhancement Project (D-UP, INC.)

Of the total \$5.5 million covered by this agreement, \$3 million must be allocated to the D-UP, INC. Washington Street Enhancement Project. The goal of this project is to revitalize historic Washington Street into a thriving and distinctive district and support the D-UP, INC. expansion goal to serve more youth and families with a message to “Restore the Hope” of the community. The project supports development of a year-round state-of-the-art STEM, gymnasium complex, and arts facility for all ages and abilities and at a central location to bring

communities and visitors together for high quality fitness, education, arts and culture, recreation, and social opportunities. The project also supports the redevelopment of the Blackbox Theater, which will be used as a gym/event space for rent. D-UP, INC.'s new facilities will bring opportunities for more job/employment opportunities, as well as retail space for small business owners.

Funding Allocation

D-UP, INC.'s Washington Street Enhancement Project will be a catalyst for the economic development and revitalization of historic Washington Street. D-UP, INC. will invest at least \$13.2M into the expansion of its current programming on Washington Street. Below is the planned breakdown of funding for the entire project:

<u>Source</u>	<u>Amount</u>
Guilford County ARPA funds	\$3,000,000
Individual Donations	\$2,700,000
Foundation Grants	\$4,500,000
Corporations	\$1,000,000
Local and State Grants	\$2,000,000
Total:	\$13,200,000

\$408,926 of ARPA funding is allocated towards engineering, design, demolition, and asbestos abatement.

I.L. Long Construction Company is the contractor for D-UP, INC. Washington Street Enhancement Project and currently there is a progress billing agreement.

Design Development Phase for STEM, GYM, and ARTS Complex - \$69,438
 Construction Document Phase for STEM, GYM, and ARTS Complex - 161,288
 Asbestos Abatement of 500 Washington Street High Point NC - \$40,700
 Demolition of 500 Washington Street High Point NC - \$137,500

The remaining \$2,591,074 of ARPA funding (along with the funding from other sources) will be allocated towards the construction of the facility and the revitalization of the Blackbox theater.

Upon completion of construction of the facility, utilization of new facilities will not only be for students enrolled in D-UP, INC.'s Washington Street Enrichment Program but community at large including adults. STEM expansion will include a maker space, computer room, and robotics classroom. Athletics will expand with access to the indoor gym and walking track. Arts programming expands from dance and drumming to also include music and acting/theater/drama. The new facilities' dance and recreation rooms will offer access to yoga and other health-based opportunities.

Expansion will include expanding mental health support services (wellness education, etc.) to the community at-large. The addition of a warming kitchen as well as a larger food pantry in

the new complex facility will give more healthy food access to individuals experiencing food insecurity.

Performance Measures

The development of the Complex will allow the capacity of students served in the Washington Street Enrichment Program to increase from 50 to 175 students. Metrics for other facility usage will be determined after the design phase.

Pre-construction performance measures include but are not limited to design development, finalizing construction plans, and demolition and dispositions. Construction performance measures will be provided after the design phase is completed.

Data Use & Sharing

D-UP, INC. will maintain data on all programs of the Washington Street Enhancement Project. Data will be collected in the forms of storytelling, telephone calls, blog posts, social media, text message, utilizing a data collection system; case management system; and spreadsheets. ECINS Solution; the case management and referral management will allow for improved data capture, time and efficiency savings, self-service exports, electronic assessments and youth and family client journey mapping, and dedicated customer success manager (on staff).

3. OST, SEL, and Enrichment/Physical Activity Program (YMCA of High Point)

Of the total \$5.5. million covered by this agreement, \$500,000 must be allocated to the YMCA of High Point for the OST, SEL, and Enrichment/Physical Activity Program at the YMCA of High Point's Hartley and Chavis Branches. The program helps to develop youth's confidence, creates friendships and builds a sense of belonging.

The program operates daily Monday-Friday, after school during the school year and full day during summer break for kids aged 5-16. This contract will cover the program starting from January 1, 2023 through the end of the 2024 summer break. This includes school year programming for a portion of the 2022/23 school year and all of the 2023/24 school year, as well as summer programming for 2023 and 2024.

From games and sports to outdoor adventure and technology, the Program will continue to offer kids the chance to regain many of the learning losses created through extensive time out of the classroom and social isolation due to the pandemic. The Program will also continue to implement SEL in the program, that process that helps youth develop healthy identities, manage emotions, maintain supportive relationships and make responsible decisions. Activities and program curriculum will focus on the SEL capacities of academic self-efficacy, contribution, positive identity, self-management and social skills. The program will continue to offer mentorship, tutoring for homework help, methods to improve reading competency, and other learning games.

Physical/Enrichment activities include swimming, time at the splashpad, field trips, nature excursions, outdoor play, theatre & music activities, games, teambuilding, arts & crafts, archery, and sports.

Funding Allocation

\$331,000 is allocated to the personnel and fringe benefit costs for 1 FTE youth director per site, 1 Program Coordinator per site, and 1 SEL administrator to administer the program. Personnel costs also include part-time staff for the after-school portions and day camps, and a lifeguard/swim instructor to assist with physical activity programming.

Funding will also be used for the following program costs:

- \$20,000 for transportation costs, including bus leases and fuel.
- \$60,000 for equipment costs, including tables and chairs for Learning Centers & Teen Rooms, and a Basketball Court cover to allow for enrichment activities to be provided on the court.
- \$50,000 for supplies for program implementation, including arts & crafts supplies, lifejackets, sports equipment, other recreational supplies. Supplies may also include curriculum for classes, books, digital learning programs, and staff shirts.
- \$15,000 for telecommunications costs to cover access to digital Learning and Enrichment components and access to digital assessment tools.
- \$4,000 for staff training for the enrichment portion of the Program and \$20,000 for consultant/professional fees for trainers.

Program Measures

The YMCA of High Point will collect and share data with Guilford County related to this program in the following areas:

- The quantity, age and demographic information related to participants
- The pre and post SEL assessment information conducted with participants
- Weekly physical and enrichment activities

Performance Goals

- 175 youth will participate per week during the school year, and 200 youth per week in the Summer Program
- 50% of participants ages 5-16 will come from low-to-moderate income households, and 40% of participants will come from minority populations
- Utilizing Hello Insight assessment data, 65% of participants will grow in at least one SEL capacity and 50% of participants will grow in two or more SEL capacities. (SEL capacities include: academic self-efficacy, contribution, positive identity, self-management, social skills)
- Participants will complete a minimum of 3 sessions of physical and/or enrichment activities per week and report a 75% enjoyment rating of activities completed

Billing Process

This is a cost-reimbursable agreement. Invoices will be submitted to the County by the 15th day of the month following period of activity by the City of High Point. Subject to and without limiting the other terms of this Agreement, including Article III. Compensation, payment from the County to the City of High Point will be made within thirty (30) days of receipt of accurate and complete invoices including the following:

- Time period the invoice covers

- Service supported by funding
- Brief description of the project progress during the specified time period
- Proper documentation that goods and/or services have been delivered and provided in accordance with this Agreement

Exhibit C: Approved Budget

Consult Guilford County's Allowable Costs and Cost Principles Policy and the ARPA/CSLFRF Final Rule for specific directives and limitations on cost items.

<u>REVENUES</u>		Total Revenue
Guilford County Coronavirus State and Local Fiscal Recovery Funds Awarded	\$	5,500,000
<u>Budget Cost Categories</u>		Total Expenditures
1. Personnel (Salary and Wages)	\$	
2. Fringe Benefits	\$	
3. Travel	\$	
4. Equipment	\$	
5. Supplies	\$	
6. Contractual Services and Subawards	\$	5,500,000
7. Consultant (Professional Service)	\$	
8. Construction	\$	
9. Occupancy (Rent and Utilities)	\$	
10. Research and Development (R&D)	\$	
11. Telecommunications	\$	
12. Training and Education	\$	
13. Direct Administrative Costs	\$	
14. Miscellaneous Costs Advertising and public relations costs Materials and supplies costs, including costs of computing devices	\$	
15. <i>Add additional cost items as needed</i>		
16. Total Costs Federal Grant Funds	\$	5,500,000
<u>MUST EQUAL REVENUE TOTALS ABOVE</u>		

Exhibit D: Lobbying Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Awardee's Authorized Official

Name and Title of Awardee's Authorized Official

Date

Exhibit E: Intentionally Omitted

Exhibit F: Key Personnel

Guilford County INFORMATION	
Administrative Address:	301 W. Market Street, Greensboro, NC 27401
Invoice Address:	301 W. Market Street, Greensboro, NC 27401
Project Manager Name:	Amy Addington
Project Manager Title:	Pandemic Recovery Policy Analyst
Project Manager Email:	aaddington@guilfordcountync.gov
Project Manager Phone:	336-641-6983
Fiscal Officer Name:	John Barfield
Fiscal Officer Title:	Finance Deputy Director
Fiscal Officer Email:	Jbarfield@guilfordcountync.gov
Fiscal Officer Telephone:	336-641-4574
AWARDEE INFORMATION	
Administrative Address:	211 S Hamilton, High Point, NC, 27260
Invoice Address:	211 S Hamilton, High Point, NC, 27260
Project Manager Name:	Stephen Hawryluk
Project Manager Title:	Budget and Performance Director
Project Manager Email:	Stephen.Hawryluk@highpointnc.gov
Project Manager Telephone:	336-883-3296
Fiscal Officer Name:	Nancy Myers
Fiscal Officer Title:	Senior Financial Analyst
Fiscal Officer Email:	336-883-3251
Fiscal Officer Telephone:	nancy.myers@highpointnc.gov

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Zoning Map Amendment 23-18 (Brian Craven et al)	
FROM: Sushil Nepal, AICP Planning & Development Director	MEETING DATE: August 21, 2023
PUBLIC HEARING: Yes	ADVERTISED DATE/BY: August 9 & 16, 2023 Planning & Development
ATTACHMENTS: A. Staff Report B. Zoning Ordinances	

PURPOSE:

A request by Brian Craven et al, to rezone approximately 15.3 acres from the Residential Multifamily – 16 (RM-16) District and the Residential Single Family – 5 (R-5) District to a Planned Development – Periphery (PD-P) District. The site is located along the north and south sides of Woodside Drive and at the northeast corner of N. Centennial Street and Beaucrest Drive.

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their July 25, 2023 public hearing. All members of the Commission were present, except for members Terry Venable and Ray Wheatley. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking on the request:

Speaking in favor of the request on behalf of the applicant was Mr. Marc Isaacson, attorney, Isaacson-Sheridan, 804 Green Valley Road, Greensboro. Mr. Isaacson provided an overview of the proposal to rezone the site for a mixed use project consisting of a high-density multifamily development and a one-acre commercial/mixed-use tract. He provided an illustrative plan of how the multifamily tract may develop and building elevation photos to depict the façade concept under consideration for the commercial tract. In conclusion, Mr. Isaacson stated that his client does not agree to the staff's recommendation to add a condition requiring installation of a sidewalk along Woodside Drive, as their engineer has not fully evaluated the feasibility of such a request.

Speaking in opposition to the request was Ms. Linda Gomez, 2019 Arden Place. She expressed concerns as to how stormwater runoff from the site will be addressed. She explained that they have had problems with the abutting shopping centers stormwater control pond failing and flooding their property off Arden Place. She also expressed concern with traffic from the proposed project negatively impacting Beaucrest Avenue and Guyer Street.

Once the public hearing was closed, the Commission had a lengthy deliberation pertaining to the staff recommendation for inclusion of a condition to install a sidewalk along Woodside Avenue. After clarification as to the intent of this condition, the P&Z Commission, staff and the applicant agreed to include this condition in the PD Ordinance. However, language of the condition is to be amended to allow remove this development standards if it is determined by the Technical Review Committee that installation the sidewalk was not feasible.



CITY OF HIGH POINT

AGENDA ITEM



BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION/ACTION REQUESTED:

A. Staff Recommendation

Staff recommended **approval** of this request as outlined in the attached staff report.

B. Planning and Zoning Commission Action

1. The Planning and Zoning Commission recommended **approval as amended at their July 25, 2023 public hearing**, by a vote of 5-0 (*vote-count based on having two absent members and two vacant seats on the commission*).

Amendment to zoning conditions approved by the Commission.

II. D.3.b

In conjunction with development of Tract 1, a sidewalk shall be installed around the Woodside Drive cul-de-sac. This sidewalk shall extend westward along one side of Woodside Drive to the N. Centennial Street right-of-way, subject to a reasonable determination of feasibility by the Technical Review Committee (TRC).

2. Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 5-0 to **approve** the following statement:

That Zoning Map Amendment 23-18 is consistent with the City's adopted policy guidance because the zoning request proposes to expand the commercial and higher density residential land use in this area. Adopted policy guidance documents generally encourage such land uses when adjacent to the intersection of major thoroughfares and when abutting higher intensity commercial land uses. Furthermore, the request is reasonable and in the public interest because it is reasonable to promote high density infill residential/mixed use developments on larger tracts of land abutting commercial land use



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

**STAFF REPORT
ZONING MAP AMENDMENT ZA-23-18**

August 21, 2023

(Revised)

Request	
Applicant: Brian Craven	Owners: Vicki B. Craven, Michael C. Brown and Brian Craven
Zoning Proposal: To rezone approximately 13.7 acres.	From: R-5 Residential Single Family – 5 District RM-16 Residential Multifamily – 16 District
	To: PD-P Planned Development-Periphery District
Notices: • Applicant held a Citizen Information Meeting (Yes) • As required by Section 2.3.6 (Notification) of the Development Ordinance, the Planning and Development Department provided published, mailed and posted notice of this public hearing.	

Site Information	
Location:	The site is located along the north and south sides of Woodside Avenue and at the northeast corner of N. Centennial Street and Beaucrest Avenue.
Tax Parcel Number:	Guilford County Tax Parcels 182649, 182650, 182660, 182663, 182664, 182665, 182666 and 182669
Site Acreage:	Approximately 13.7 acres
Current Land Use:	Multifamily structures (apartment complex) and single family dwellings.
Physical Characteristics:	The site has a moderately sloping terrain. An intermittent stream and 100-year flood plain area runs across the northeastern portion of the site.
Water and Sewer Proximity:	There are 6-inch City water lines and 8-inch City sewer lines adjacent to the site along N. Centennial Street, Beaucrest Avenue and Woodside Avenue.
General Drainage and Watershed:	The site drains in a general northeastern direction and development is subject to the City Lake General Watershed Area requirements. Primary stormwater control measures are required for development with a total impervious surface area greater than 24% of the site.
Overlay District:	City Lake General Watershed Area (GWA)

Adjacent Property Zoning and Current Land Use			
North:	LB CU-RC	Limited Business District Conditional Use Retail Center District	Undeveloped parcels and a major retail establishment
South:	R-5	Residential Single Family – 5 District	Single family homes a religious institution (church)
East:	R-5	Residential Single Family – 5 District	Single family homes
West:	LB I	Limited Business District Institutional District	Minor retail establishment and major school

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	Goal 3: Create more mixed use areas, while reinforcing existing ones, to minimize traffic, maximize the utilization of infrastructure, and so people can live, work and play in one location. <u>Obj. 3B:</u> Establish new or redeveloped mixed use areas at key intersections where suitable land use and development patterns exist. <u>Obj. 3D:</u> Include high-density residential development as a component of existing and new mixed use areas for the purposes of utilizing land efficiently, pairing people with convenient goods and services, supporting the commercial uses, and minimizing traffic.
Land Use Plan Map Classification:	The site has three Land Use Plan designations: • <u>Low-Density Residential:</u> 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. • <u>Medium-Density Residential:</u> This classification includes a variety of attached dwellings, generally including higher density townhouses and less land-intensive multi-family housing such as garden apartments. Development densities shall range from 8 – 16 dwelling units per gross acre. • <u>Office:</u> This classification includes professional, personal and business service uses.
Land Use Plan Goals, Objectives & Policies:	The following objectives of the Land Use Plan are relevant to this request: Obj. #3. Provide opportunities for an adequate supply of affordable housing at appropriate locations convenient to employment, shopping and service areas. Obj. #8. Stimulate more efficient use of the City's land resources by encouraging in-fill, mixed-use, cluster development and higher residential densities at appropriate locations. Obj. #9. Where feasible and appropriate, provide a transition in land uses between more and less intensive land uses.
Relevant Area Plan:	None applicable
Zoning History:	There have been no recent zoning approvals in this area. The most recent zoning cases took place between the late 1980s and early 2000s that established limited intensity commercial uses north of the site along the Eastchester Corridor.

Transportation Information			
Adjacent Streets:	Name	Classification	Approx. Frontage
	N. Centennial Street	Minor Throughfare	336t.
	Woodside Avenue	Local Street	50 ft.
	Beaucrest Avenue	Local Street	552 ft.
Vehicular Access:	Via installation of a public street cul-de-sac off Woodside Avenue Via driveway access from N. Centennial Street and Beaucrest Avenue.		
Traffic Counts: (Average Daily Trips)	N. Centennial Street	9,500 AADT (2021 NCDOT traffic count)	
	Woodside Avenue	None	
	Beaucrest Avenue	None	

Estimated Trip Generation:	The proposed mixed use development is anticipated to generate approximately 2,620 daily trips (during a 24-hour time period) with approximately 239 AM peak-hour trips and approximately 209 PM peak-hour trips.		
Traffic Impact Analysis (TIA):	Required		TIA Comments
	<u>Yes</u> X	<u>No</u>	The TIA executive summary is attached as a supporting document at the end of the staff report.
Conditions:	See attached PD zoning ordinance.		

School District Comment				
Guilford County School District				
Local Schools:	Enrollment: 2022 – 2023 (20 th day of class)	Maximum Design Built Capacity: (2022 – 2023):	Mobile Classrooms:	Projected Additional Students:
Montlieu Elementary	490	771	3	111 - 113
Welborn Middle	424	690	0	56 - 58
Andrew High	725	1,254	0	51 - 53
<u>School District Remarks:</u> Elementary built capacity assumes reduced K-3 class sizes per applicable core academic classroom and 30 students per 4th and 5th grade core academic classroom. Middle and high school built capacity assumes 30 students per core academic classroom.				

Planned Development District Overview

A. Purpose and Intent of the Planned Development (PD) District

The Planned Development (PD) districts are established to allow development under unified control while utilizing more flexible standards and procedures than would otherwise result from a strict application of a general district. The PD districts are intended to encourage innovative land planning and site design concepts that will produce a high quality, unified project that will not negatively impact adjacent land. A few of the key concepts are:

- Promote quality design and reduce or diminish the inflexibility of design that sometimes results from the strict application of zoning and development standards designed primarily for individual lots.
- Allow greater freedom in providing a well-integrated mix of residential and non-residential uses in the same development including a mix of housing types, lots sizes, and densities.

All PD developments are subject to Section 3.7.3 of the Development Ordinance (*Standards Applied to All Planned Development Districts*) and the specific standards of the respective PD District. Furthermore, all PD Districts must comply with Chapter 5 (*Development Standards*), Chapter 6 (*Environmental Standards*) and Chapter 7 (*Subdivision and Infrastructure Standards*).

B. Planned Development-Periphery (PD-P) District

The PD-P District was established to encourage the use of innovative and creative design to provide a mix of different residential, nonresidential, and institutional uses in close proximity to services, recreation uses, and open space resources on lands outside the Core City Area.

Details of Proposal

The applicant has requested rezoning of this 13.7 acre tract of land to support a high density multifamily development and limited intensity commercial uses or mixed use development, as multiple land use types is required by the PD regulation (see PD Master Plan).

	Acreage	Proposed Uses
Tract 1	12.05 acres	Multifamily development at Residential Multifamily – 26 (RM-26) District standards. Density up to 26 units per acres (313 dwelling units)
Tract 2	1.66 acres	Limited Business (LB) District uses with restrictions, and two commercial uses from a higher intensity commercial district.

Staff Analysis

The proximity of the site to the signalized intersection of two thoroughfare roadways, abutting higher intensity commercial uses to the north, abutting lower intensity neighborhood scale commercial uses to the west, and being located at the outer edge of a residential neighborhood makes this a good location for higher density mixed use development.

The advisability of establishing a planned development district is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. In determining whether to adopt or deny a planned development district, the City Council shall weigh the relevance of and consider the following issues outlined below:

- Standards Applied to all Planned Development Zoning Districts in Section 3.7.3
- Standards for Type of Planned District requested (PD-P District 3.7.5).
- Conditional Zoning Review Standards in Section 2.4.8.C.

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 Policy Guidance

Whether and the extent to which the proposed conditional zoning district is appropriate for its proposed location, and is consistent with the City's adopted policy guidance.

The zoning request proposes to expand the commercial and higher density residential land uses to this area. Adopted policy guidance documents generally encourage such land uses when adjacent to the intersection of major thoroughfares and when abutting higher intensity commercial land uses.

Reasonableness/Public Interest:

Why a decision to approve, or to deny, the proposed conditional zoning would be reasonable and in the public interest.

It is reasonable to promote higher density infill residential/mixed use developments on larger tracts of land abutting commercial land uses.

Consistency with PD District Standards

- Whether the proposed PD district meets the standards of Section 3.7.3, Standards Applied to All Planned Development Districts.
- Whether the proposed PD district meets the standards of Section 3.7.6, PD-P District (Outside the Core City Area)

The request generally addresses standards of the PD District.

Compatibility with Surrounding Areas

- Whether the proposed PD district will result in a development that is compatible with the character of surrounding existing or proposed development and land uses.
 - Where there are issues of compatibility, the master plan map, statement of intent and the standards document shall provide for appropriate transition areas that address incompatibility through increased buffering, landscaping, fencing, building height, mass and scale or other means designed to promote a complimentary character of development.
 - Determination of complimentary character may be based on densities/intensities, use types, lot sizes and dimensions, building height, mass and scale, exterior lighting, siting of service areas, or other aspects that may be identified by the City Council.
- ❖ The zoning site abuts commercial uses to the north and west, and single family dwellings to the east and south. As the PD District offer significant development flexibility, it also limits building height to 50 feet when located within 50 feet of a single-family residential district to ensure compatibility of a developments bulk, height and scale adjacent to lower intensity land uses.
 - ❖ Where a multifamily use abuts a single family use, the development ordinance requires an average 15-foot wide perimeter landscaping yard to be installed to assist in maintaining compatibility between the different land uses.

Mitigation of Impacts: Whether the applicant's proposed PD district, including the proposed use(s), standards and PD master plan, will satisfactorily:

Minimize or effectively mitigate any identified adverse impact on adjacent and nearby land, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.

- ❖ The site sits on the outer edge of the adjacent single family neighborhood. No multifamily access will be from the internal neighborhood streets, but from N. Centennial Street and Woodside Avenue and Beaucrest Avenue.

Minimize or effectively mitigate any identified adverse environmental impact on water and air resources, minimize land disturbance, preserve trees, and protect habitat.

- ❖ 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. Furthermore, stream buffers shall be required along both sides of the intermittent stream that impacts the site.

Minimize or effectively mitigate any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police, and fire.

- ❖ 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.

Minimize or effectively mitigate any identified adverse effect on the use, enjoyment, or value of adjacent lands.

- ❖ Required standards of the Development Ordinance pertaining to landscaping, screening of trash receptacles, perimeter parking lot landscaping and exterior lighting standards will further mitigate impacts on adjacent property.

Supportive Changes in the Area

Whether and the extent to which there have been changes in the type or nature of development in the area of the proposed PD zoning district that support the application.

Change of Land Use Policy: This request proposes a change in land use policy to extend the Local/Convenience Commercial land use classification along N. Centennial Street (Tract 2) and to establish the High Density Residential land use classification to the rear of the site (Trat 1). This proposal is not contrary to the overall goals and objectives of the City's land use policy guidance documents because:

- The zoning site lies at the outer edge of a residential neighborhood near the signalized intersection of two thoroughfare roadways. Also, the multifamily land use and zoning, although at a lower density, has already been established in this area.
- The zoning site abuts a high intensity commercial area (Community/Regional Commercial land use) to the north with Retail Center (RC) District zoning and developed as a shopping center; and abuts lower intensity commercial area (Local/Convenience Commercial land use) with neighborhood scale commercial establishments to the west.
- The City's policy guidance documents encourage multifamily development on larger tracts of land that can act as a transitional land use between commercial and low intensity residential areas.

Promotes a Preferred Development Patterns

Whether and the extent to which the proposed PD zoning will results in development that promotes a logical, preferred, and orderly development pattern.

The site abuts commercial uses that front along the Eastchester Drive and N. Centennial Street corridors. The land use plan encourages multifamily development, on larger tracts of land, that can act as a transitional use between commercial and low intensity residential areas.

Recommendation

Staff Recommends Approval:

1. Zoning request to establish the PD-P District:

Staff supports the request to establish a PD-P District consisting of limited commercial uses or mixed use and high density residential uses as allowed by the RM-26 District.

2. Change in land use policy for zoning site.

The City of High Point is currently in the process of analyzing its current land use policies and policy guidance documents. This will culminate with public hearings for the establishment of the City's 2045 Comprehensive Plan in early 2024. Thus, staff has been advising applicants not to submit a corresponding Plan Amendment application when their Zoning Map Amendment application (rezoning request) does not match the current Land Use Plan designation of an area.

As part of the analysis and recommendation for such a zoning request, future land use policy changes are also being taken into consideration. This course of action is permitted by North Carolina General Statutes 160D-501 and 160D-605, which allows the adoption of a zoning amendment that is inconsistent with the Land Use Plan without first adopting a Land Use Plan amendment, subject to that amendment being noted in the plan following approval of the request.

This requested change of the land use policy for this area is not contrary to overall goals and policies of the City Land use guidance document and staff support this change.

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.

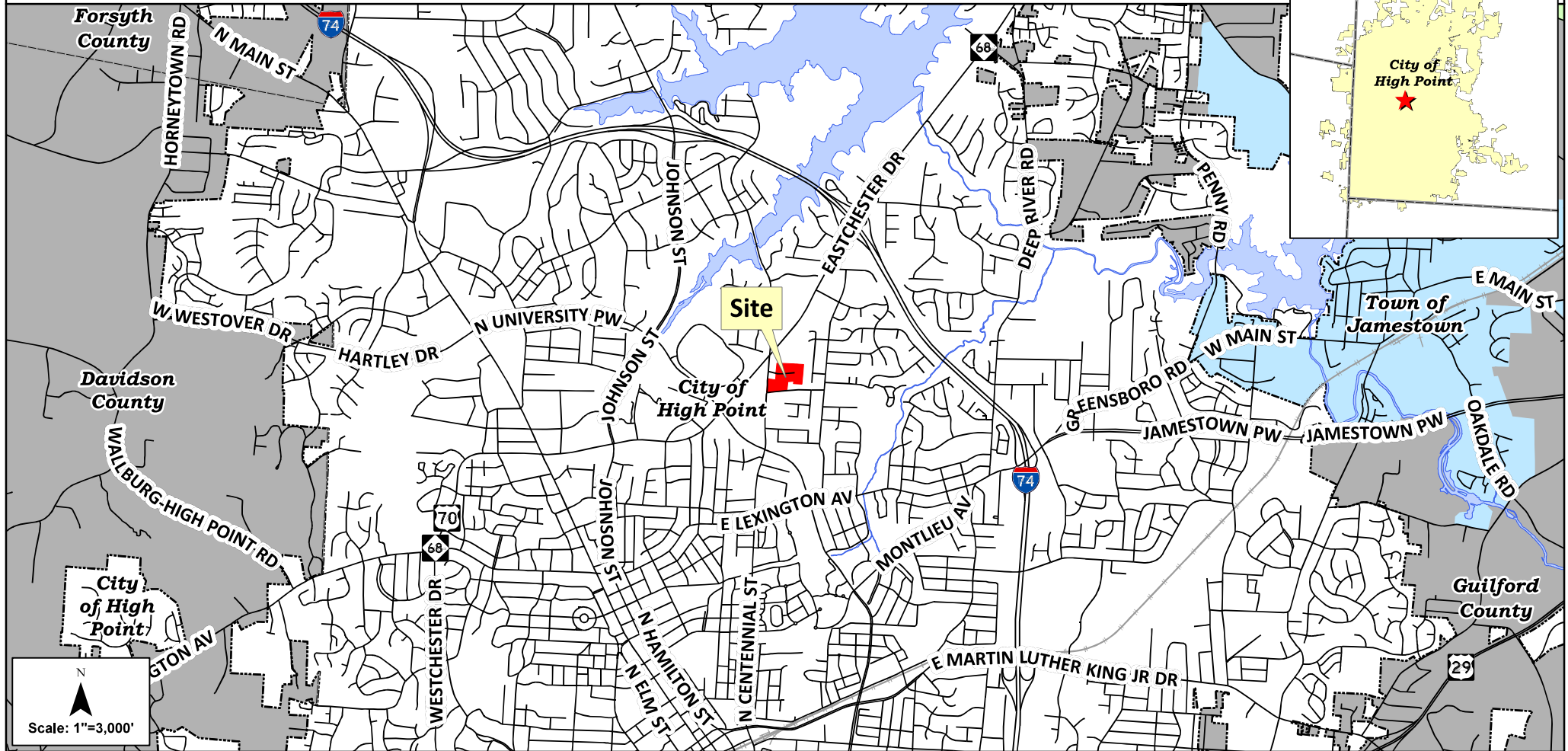
Report Preparation

This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Sushil Nepal AICP, Planning and Development Director.

LOCATION MAP

ZONING MAP AMENDMENT: ZA-23-18

Applicant: Brian Craven



Vicinity Map

City of
High Point

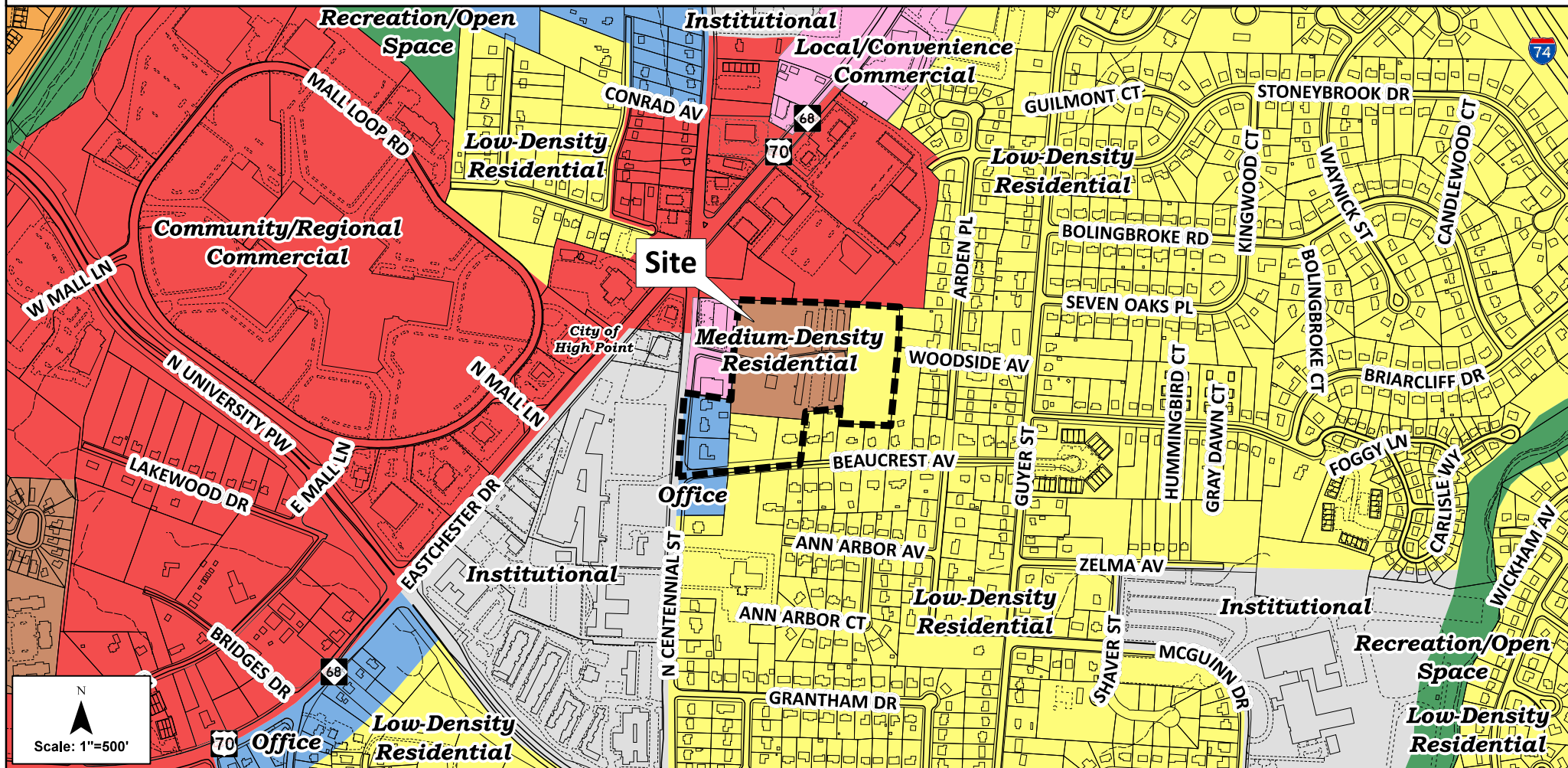


Town of
Jamestown

Guilford
County

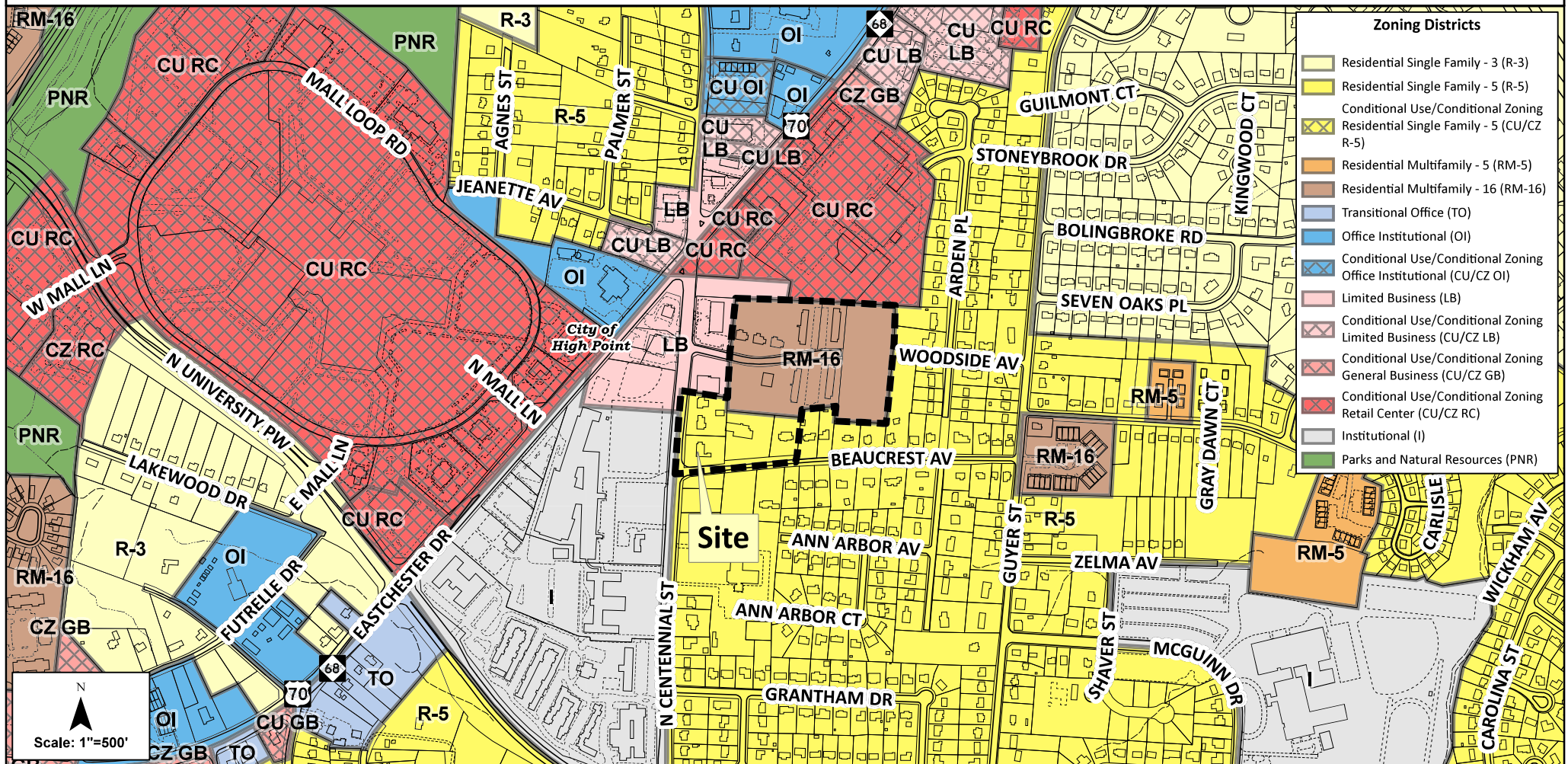
ZONING MAP AMENDMENT: ZA-23-18

LAND USE PLAN MAP



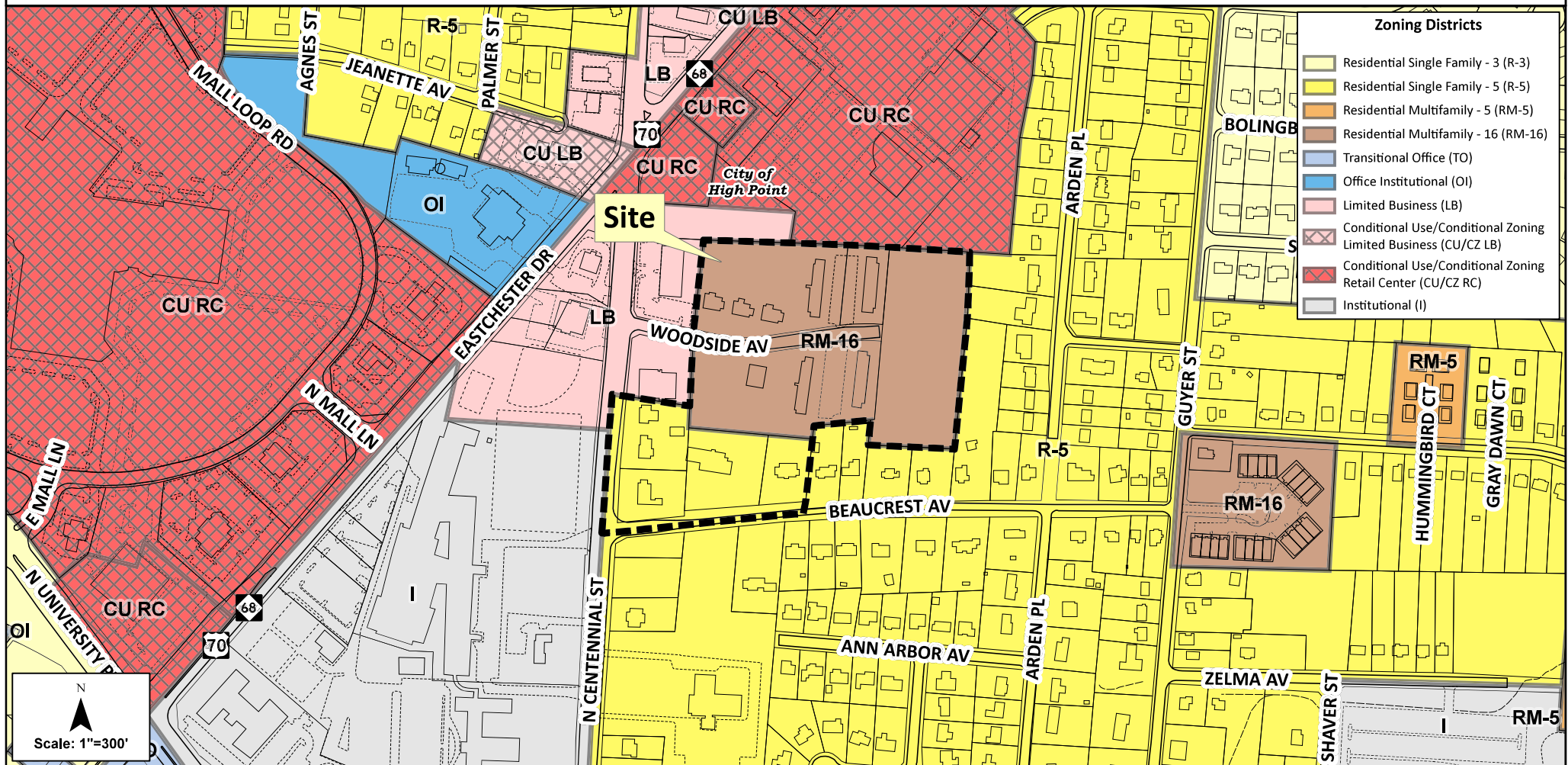
ZONING MAP AMENDMENT: ZA-23-18

COLOR-CODED ZONING MAP



ZONING MAP AMENDMENT: ZA-23-18

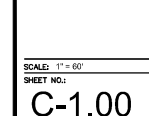
COLOR-CODED ZONING MAP



ZONING MAP AMENDMENT: ZA-23-18

AERIAL PHOTOGRAPHY (FEB. 2022)

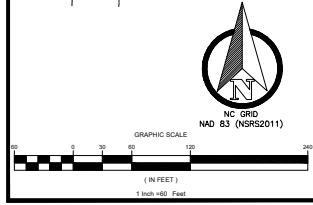




SCALE: 1" = 60'

SHEET NO.:

C-1.00

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SCALE: 1" = 60'

SHEET NO.:

C-1.00

AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.9, PLANNED DEVELOPMENT, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of the City of High Point adopted “The City of High Point Development Ordinance” on May 16, 2016 with an effective date of January 1, 2017, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on July 25, 2023 and before the City Council of the City of High Point on August 21, 2023 regarding **Zoning Map Amendment Case 23-19 (ZA-23-19)** 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 July 15, 2023, for the Planning and Zoning Commission public hearing and on August 9, 2023 and August 16, 2023, 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 **August 21, 2023**.

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 a: **Planned Development - Periphery District (PD-PP) District**. The property is approximately 14 acres, located along the north and south sides of Woodside Drive and at the northeast corner of N. Centennial Street and Beaucrest Drive. The site is also known as Guilford County Tax Parcels 182649, 182650, 182660, 182663, 182664, 182665, 182666 and 182669

SECTION 2

That the property herein described shall be perpetually bound by the following use(s) authorized and standards imposed in the Master Plan Map and Development Standards, unless subsequently changed or amended as provided for by the Development Ordinance

SECTION 3

That plans for any development on the property described herein shall be pursued in accordance with standards imposed in the PD-CC District, Master Plan Map and Development Standards, 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.

Adopted by the City Council
City of High Point, North Carolina
The 21st day of August, 2023

By: _____

Jay W. Wagner, Mayor

ATTEST:

Sandra R. Keeney, City Clerk

Planned Unit Development Statement of Intent

Applicant: Brain Craven

Date: July 25, 2023

1. The applicant intends to develop a mixed-use project on approximately 13.71 acres, consisting of Tracts 1 and 2, for multi-family and limited commercial/office uses. Tract 1 (being approximately 12.05 acres) will be developed for multi-family residential use, and Tract 2 (being approximately 1.66 acres) will either be developed (i) for limited business use, self-storage (internal access) or microbrewery/winery/distillery uses, or (ii) as a continuation of Tract 1's multi-family community.
2. The intent of Tracts 1 and 2 is to establish a complimentary mix of uses between a residential multi-family community, complete with on-site amenities, and neighborhood-serving commercial space in support.
3. The transportation network within these tracts will consist of private streets and drives, save and except the proposed cul-de-sac, which will be dedicated to the City of High Point, and is intended to improve a portion of existing Woodside Avenue. An internal sidewalk system will provide for pedestrian connectivity between Tracts 1 and 2. Additionally, a street and sidewalk stub will be provided to the northern boundary line of the development to provide for future connectivity with adjacent properties.
4. The project is designed to complement the surrounding area by providing housing and supporting services for business, residents and students.

Development Standards

Part I. USES:

A. Tract 1: Multi-family Tract shall be limited to:

All uses permitted under the Residential Multi-family – 26 (RM-26) District, as noted in Table 4.1.9 (Principal Use Table) of the Development Ordinance, shall be permitted subject to standards of the Development Ordinance and the specific conditions listed in this ordinance.

B. Tract 2: Outparcel shall be limited to:

1. All uses permitted under the Limited Business (LB) District, as noted in Table 4.1.9 (Principal Use Table) of the Development Ordinance, shall be permitted subject to the standards of the Development Ordinance and the specific conditions listed in this ordinance, except as prohibited or with restrictions noted below.

a. Prohibited LB District uses:

- i. Duplex dwelling
- ii. Single family attached dwelling
- iii. Single family detached dwelling
- iv. Triplex/quadplex dwelling
- v. Convenience store with fuel sales

b. Restricted uses:

- i. Multi-family dwelling use type within this tract shall be restricted to mixed use structures subject to the following standards:
 - 1). Permitted Ground Floor Uses:

A minimum of 50 percent of the ground floor building frontage along N. Centennial Street and Beaucrest Avenue, and lying on Tract 2, shall be dedicated to institutional or commercial use types, or an active amenity which is commonly found within a multi-family dwelling, such as offices, recreation rooms, or common areas. The remainder of the frontage may be occupied by any use type permitted within the RM-26 district as noted in B.1 above.
 - 2). If a mixed use structure (with multi-family dwellings) is developed, the RM-26 District density standards may be permitted in this tract.
 - 3). Notwithstanding any provision contained herein to the contrary, multi-family buildings located on Tract 2 shall only be subject to the “Permitted Ground Floor Uses” restriction stated above if 20 percent or more of its footprint lies within the boundary of Tract 2 (*See Exhibit A for graphic summary of intent*).
2. Additional Permitted Uses:
 - a. Self-storage, internal access (Subject to use standards in Section 4.3.5.C.2 of the Development Ordinance)

- b. Microbrewery, microdistillery or microwinery

Part II. CONDITIONS:

A. General Development Standards for Tract 1 and Tract 2:

- 1. Landscaping Requirements:
 - a. Landscaping Standards (Street Planting Yards – Along all public streets):
 - i. Minimum streetyard width (feet): 8
 - ii. Average streetyard width (feet): 10
 - iii. Maximum streetyard width (feet): 15
 - iv. Minimum number of canopy trees required per 100 linear feet of streetyard: 2
 - v. Minimum number of shrubs required per 100 linear feet of streetyard: 17
 - b. Landscaping Standards between Tracts 1 and 2:
Notwithstanding any such requirement in the City of High Point Development Ordinance, without regard for the developed use of Tracts 1 and 2, there shall be no requirement for installation of landscaping buffers between Tracts 1 and 2.
 - c. All other landscaping standards of the Development Ordinance (Section 5.5) shall apply to this development.
- 2. The following development standards from the Eastchester Gateway Corridor Overlay shall apply:
 - a. Section 3.8.7.F.5(a) and (b) (Landscaping Requirements):
 - i. Existing healthy trees shall be retained and incorporated into required landscape yards. Existing trees may be credited towards landscaping requirements in accordance with Section 5.5.8, Credit for Existing Vegetation.
 - ii. Stormwater detention ponds shall be screened with landscaping so as to obscure, to the maximum extent practicable, the view from public right-of-way.
 - b. Signage:
 - i. Signs in a Planned Development (PD) District are governed by Section 3.7.3.I (PD Signs) and Table 3.7.7.I H (PD Sign Standards).
 - ii. Signage shall also be governed by the following Gateway Corridor Overlay District (GCO) standards.
 - 1) Section 5.7.8.C.2 Illumination by District: Internal illumination is limited to cut-out letter/graphic or silhouette lighted signs.
 - 2) Section 5.7.8.G.2 (Specific Standards for Freestanding Signs)
 - (a) Only monument signs are allowed.
 - (b) Only change copy signs area allowed, but not electronic changeable copy signs.
 - 3) Section 5.7.9.B.2 (Attached Signs Requiring a Sign Permit - Illumination Standards for Attached Signs): Internal illumination is limited to cut-out letter/graphic or silhouette lighted signs.

3. Building Standards:

- a. Exterior building façades shall consist of no less than 30% brick, stone, wood, glass and/or cementitious material (i.e., Hardieboard).
- b. The following development standards from Section 3.8.7.F.7(a)(Façade Materials) shall apply:
 - i. Building façades utilizing smooth-faced concrete block, or unfinished or untreated tilt-up concrete panels, shall be limited to building façades not visible from the public right-of-way at a height of 6 feet.
 - ii. The use of high intensity (bright), metallic, or fluorescent colors shall be limited to façade trim or accents and total less than 20% of the area of any building façade.
 - iii. The use of lighting by direct illumination to outline or accentuate all or part of a structure, building or architectural features of a building, including but not limited to rooflines, windows, doors, cupolas, exterior walls, porches, canopies and awnings, with narrow band, strip, tube or other methods of lighting, is prohibited.
 - iv. Primary façade materials should not change at outside corners, and should continue around the corner to a logical point of conclusion such as a window or change in façade plane.

4. All of Section 3.8.7.F.7(b) (Roof-Mounted Equipment) shall apply.

B. Development, Dimensional and Density Standards:

1. As noted in Section 3.7.3.H (Standards Applied to All Planned Development Districts - Maximum Building Height), the maximum building height for all buildings in a PD district shall be specified on the planned development master plan map or the statement of intent and development standards document, but in no instance shall the maximum building height exceed 50 feet within 50 feet of a single-family residential district.
2. Tract 1:
 - a. Development shall be subject the Residential Multi-family – 26 (RM-26) district standards of the City of High Point Development Ordinance.
3. Tract 2:
 - a. Non-residential uses:
 - i. If developed for non-residential use, development shall be subject to the Limited Business (LB) District standards of the City of High Point Development Ordinance.
 - b. Residential Use:
 - i. Allowable residential use (i.e., multifamily use type), shall only be permitted as part of a mixed use structure (combination of permitted Institutional Use Types, permitted Commercial Use Types and multifamily dwellings). Development shall be subject to the Limited Business (LB) District standards of the Development Ordinance except as listed below:

- 1) Maximum residential density shall be 26 dwelling units per acre.
 - 2) A minimum of 50 percent of the ground floor building frontage along N. Centennial Street and Beaucrest Avenue, and lying on Tract 2, shall be dedicated to institutional or commercial use types, or an active amenity which is commonly found within a multi-family dwelling, such as offices, recreation rooms, or common areas. The remainder of the frontage may be occupied by any use type permitted within the RM-26 district.
 - 3) Notwithstanding any provision contained herein to the contrary, multi-family buildings located on Tract 2 shall only be subject to the “Permitted Ground Floor Uses” restriction stated above if 20 percent or more of its footprint lies within the boundary of Tract 2 (*See Exhibit A for graphic summary of intent*).
4. Notwithstanding any such requirement in the City of High Point Development Ordinance, without regard for the developed use of Tracts 1 and 2, the property owner shall not be required to adhere to building setback requirements between the constructed improvements of Tracts 1 and 2.

C. Parking:

1. Tracts 1 and 2:
 - a. Parking shall be based upon the development density of each individual tract; provided, however, in the event Tracts 1 and 2 are both developed to include multi-family use, required parking may be shared between the two tracts.
 - b. Section 3.7.6.C.2(c.) Planned Development Periphery (PD-P) pertaining to reduced parking shall not apply to this development.

D. Transportation:

1. Vehicular Access:
 - a. Tract 1:
 - i. Two points of vehicular access shall be permitted on Beaucrest Avenue (Access Point B and C) as identified in the Traffic Impact Analysis (“TIA”) prepared by Ramey Kemp Associates dated May 2023 – Sealed May 23, 2023
 - b. Tract 2:
 - ii. One point of vehicular access shall be permitted on N. Centennial Street (Access Point A as depicted on the TIA).
2. Additional Access Standards:
 - a. A stub access drive and sidewalk shall be installed to the northern boundary of Tract 1. As part of development permit approval, the location of both accesses(s) shall be established by the Technical Review Committee (TRC).
 - b. Internal vehicular cross access and pedestrian cross access shall be installed between Tracts 1 and 2. As part of development permit approval, the location of both accesses(s) shall be established by the Technical Review Committee (TRC).

3. Pedestrian Access:

- a. Installation of sidewalks shall be in substantial compliance with the approved PD Master Plan Map.
- b. **In conjunction with development of Tract 1, a sidewalk shall be installed around the Woodside Drive cul-de-sac. This sidewalk shall extend westward along one side of Woodside Drive to the N. Centennial Street right-of-way, subject to a reasonable determination of feasibility by the Technical Review Committee (TRC).**

4. Roadway Improvements:

- a. As a part of development approval, the property owner shall complete roadway improvements in accordance with the recommendations set forth in the TIA.
- b. Road striping for access from N. Centennial Street:
 - i. As part of land development permit approval, restriping of N. Centennial Street for south-bound access to Woodside Drive shall be modified and installed as required by the City of High Point Transportation Department.
 - ii. As part of land development permit approval, restriping of N. Centennial Street for south-bound access to Tract 2 (access Point "A"), shall be modified and installed as required by the City of High Point Transportation Department.

5. Abandonment of Woodside Avenue:

- a. As part of the development approval, the property owner shall submit a petition to the City of High Point City Council to abandon a portion of Woodside Avenue, specifically identified as:

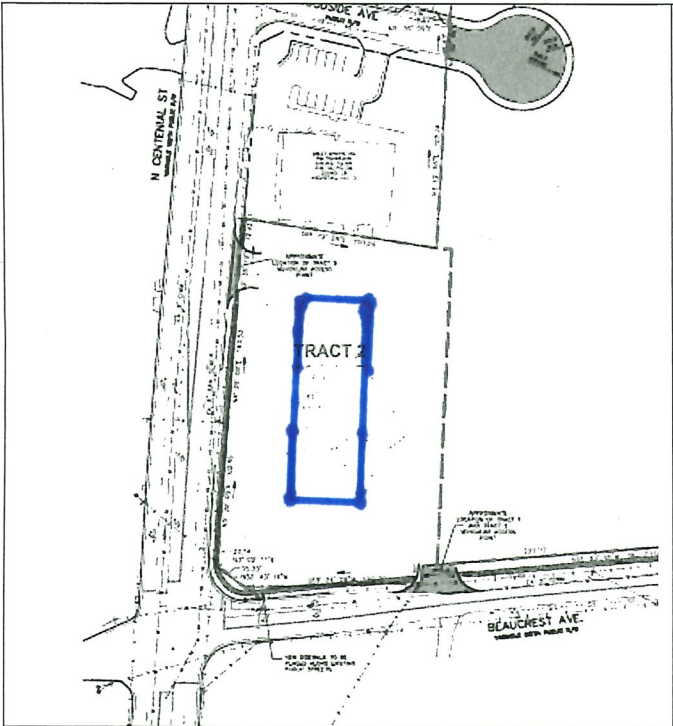
BEGINNING AT AN EXISTING IRON REBAR IN THE SOUTHERN RIGHT OF WAY OF WOOD SIDE AVENUE AND A COMMON CORNER WITH THE SWEET SHOPPE INC, WITH THE N.C. GRID COORDINATES OF N:816,556.10' AND E:1,704,313.14' THENCE N4°09'46"E FOR A DISTANCE OF 46.43 FEET TO AN EXISTING IRON PIPE; THENCE N5°36'09"E FOR A DISTANCE OF 3.57 FEET TO A POINT, SAID POINT BEING A COMMON CORNER WITH THE LEWIS DEVELOPMENT INC PROPERTY; THENCE S77°49'32"E FOR A DISTANCE OF 73.08 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 350.86 FEET AND A CHORD DIRECTION OF S87°57'48"E FOR A DISTANCE OF 128.49 FEET TO A POINT; THENCE N81°29'09"E FOR A DISTANCE OF 218.80 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 627.13 FEET AND A CHORD DIRECTION OF N82°24'18"E AND A DISTANCE OF 20.20 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 627.13 FEET AND A CHORD DIRECTION OF N88°57'27"E AND A DISTANCE OF 123.04 FEET TO A POINT; THENCE S5°36'48"W FOR A DISTANCE OF 50.01 FEET TO AN EXISTING IRON PIPE; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 577.14 FEET

AND A CHORD DIRECTION OF S87°59'23"W AND A DISTANCE OF 130.83 FEET TO A POINT; THENCE S81°29'09"W FOR A DISTANCE OF 218.80 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 400.86 FEET AND A CHORD DIRECTION OF N87°57'48"W AND A DISTANCE OF 146.80 FEET; THENCE N77°24'46"W FOR A DISTANCE OF 65.84 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 0.65 ACRES MORE OR LESS.

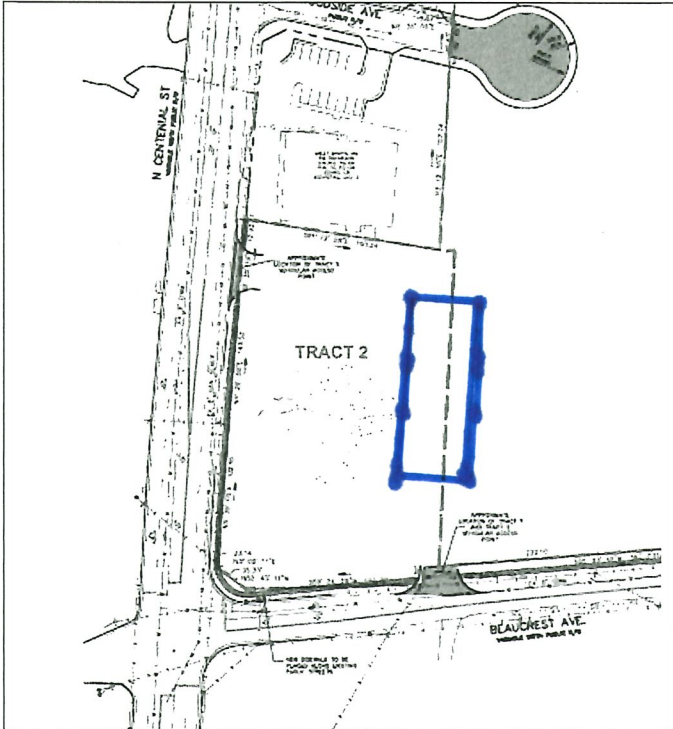
- b. Building permits for Tract 1 shall not be issued until the above referenced portion of Woodside Avenue has been abandoned by the City of High Point, right-of-way is dedicated for public street cul-de-sac and said public street cul-de-sac is installed as generally depicted on the PD Master Plan.
 - c. The property owner shall construct private roadway improvements in accordance with the approved PD Master Plan to permit connectivity between Tract 1 and the remaining portion of Woodside Avenue.
6. Other Transportation Conditions:
- a. The City of High Point Director of Transportation and the North Carolina Department of Transportation (if applicable) shall approve all construction and improvements.
 - b. Right-of-way dedication: As a part of development permit approval for Tract 2, the property owner shall dedicate land from Guilford County Tax Parcel 182660 sufficient to allow for thirty-four (34) feet of public right-of-way along the frontage of Beaucrest Avenue, as measured from the existing centerline of Beaucrest Avenue.

E. Relationship of Permit to Development Ordinance: The use and development of this site shall be subject to the uses and conditions within this ordinance. The City of High Point Development Ordinance shall govern issues not addressed in this zoning ordinance.

Exhibit "A" - Graphic exhibit for Condition Part I. Uses B .1.b.i.3) AND
Part II. Conditions B.3.b.i.3)

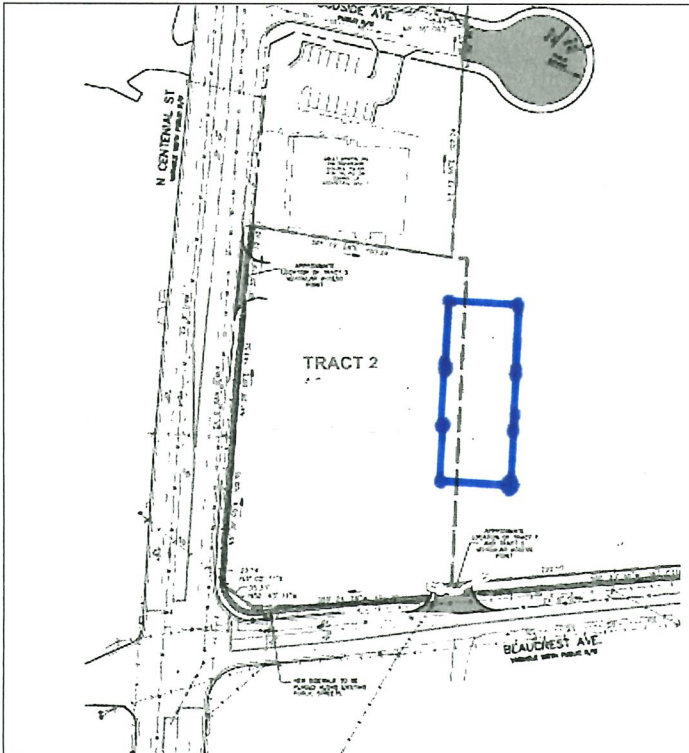


Commercial or Mixed Use
Building per Condition I.B

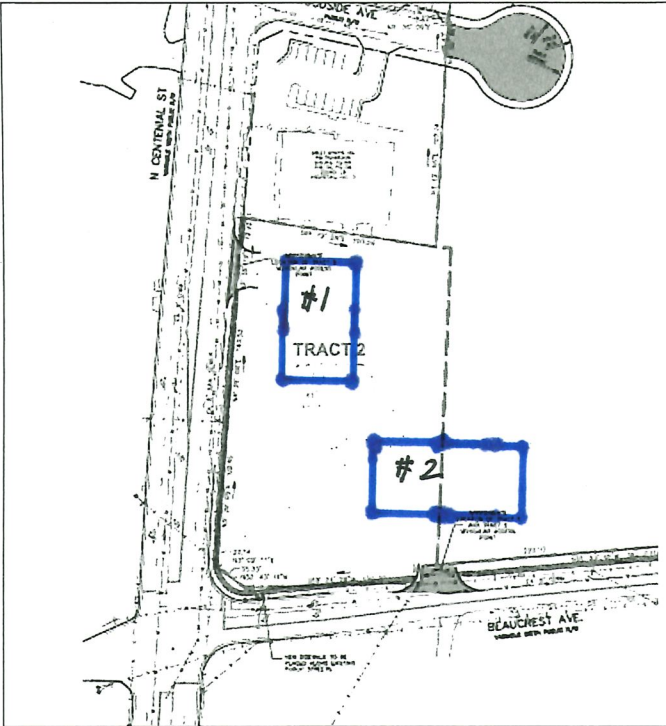


Commercial or Mixed Use
Building per Condition I.B.

All residential building
prohibited. More than 20% of
building foot-print is in Tract 2.

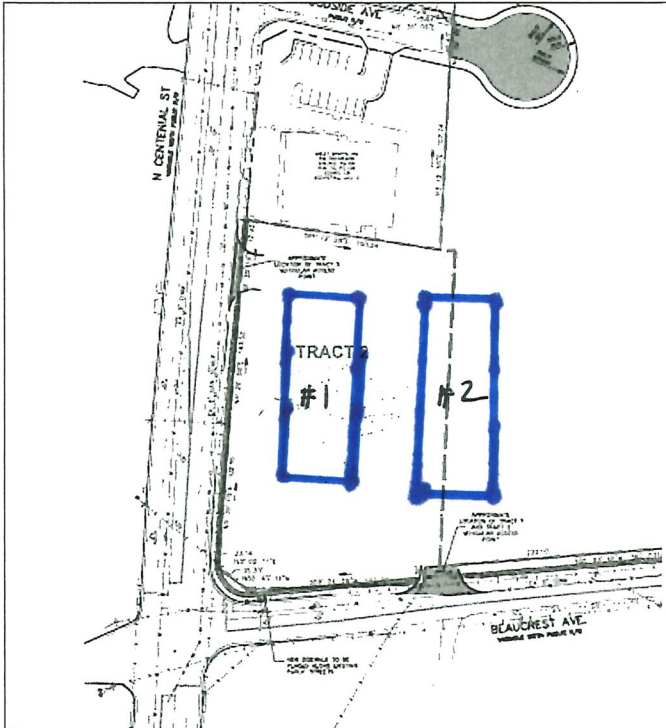


All residential building
permitted. Less than 20% of
building foot-print is in Tract 2.



Building #1 Commercial or Mixed Use Building per Condition I.B.

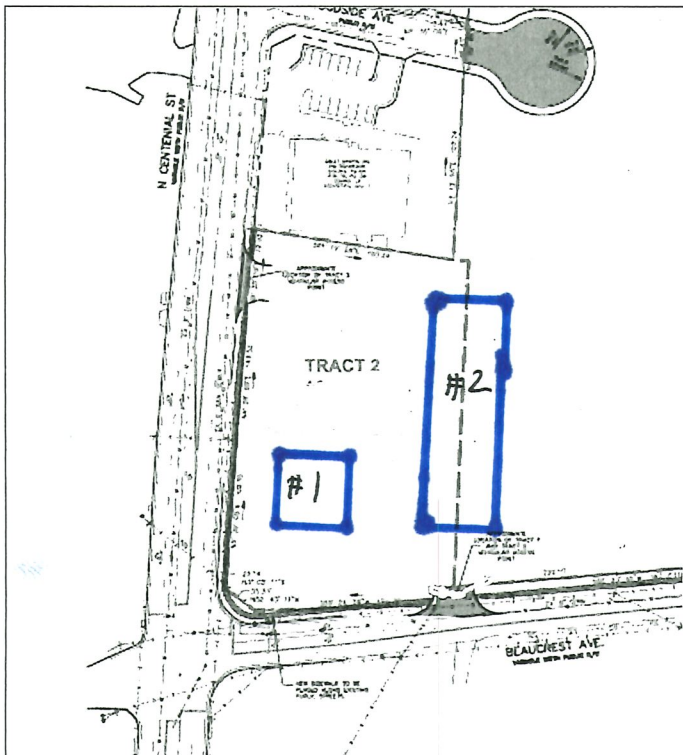
Building # 2 More than 20% in Tract 2. Must be commercial or mixed use building



Building #1 Commercial or Mixed Use Building per Condition I.B.

Building # 2 - Although more than 20% in Tract 2, may be all residential if completely shielded by building #1.

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Building #1 Commercial or Mixed Use Building per Condition I.B.

Building # 2 - Not completely shielded by Building #1. Must be a commercial or mixed use building.



ISAACSON
SHERIDAN

NICHOLAS K. BLACKWOOD, ESQ.
336.690.9758 (direct)
nick@isaacsonsheridan.com

July 14, 2023

CITIZEN INFORMATION MEETING REPORT - Zoning Case ZA-23-19

A Citizen Information Meeting notification letter explaining the rezoning request, dated June 14, 2023, was sent by US Mail to property owner's included on the City of High Point's (the "City") notification list. The mailing also included a location map provided by the City, and a copy of the City's approved statement regarding Citizen Information Meetings (a copy of the notification letter and list of addresses is attached). The letter contained an invitation to a community meeting being conducted via Zoom on Thursday, June 22 at 5:30pm. Three neighboring property owners requested the Zoom link to attend the meeting:

1. Kevin Scott
2. Carla Reaves
3. Nancy Mays

Applicant and Applicant's legal counsel attended the community meeting. Applicant explained the history/existing use of the property and the proposed redevelopment plan. During the meeting, neighbors had an opportunity to view an illustrative sketch plan.

Neighbors in attendance had general questions about the proposed use of the property, including the target market of the multi-family apartments. Neighbors also raised questions regarding traffic, and Applicant explained that the TIA anticipated that the vast majority of traffic would use N. Centennial Street, and that the proposed developed is not anticipated to cause significant traffic increases on Beaucrest Avenue.

Applicant intends to remain in contact with those interested in the project as the P&Z Commission meeting approaches.

Sincerely yours,

Nicholas K. Blackwood

The applicant's traffic engineer submitted the following Executive Summary from their Traffic Impact Analysis (TIA).

In addition to this summary, the complete TIA has been submitted to the City of High Point Transportation Department for review.

RAMEY KEMP ASSOCIATES
TOGETHER WE ARE LIMITLESS



Woodside Avenue Mixed-Use Development
Traffic Impact Analysis
High Point, North Carolina

TRAFFIC IMPACT ANALYSIS
WOODSIDE AVENUE MIXED-USE DEVELOPMENT
HIGH POINT, NORTH CAROLINA

EXECUTIVE SUMMARY

1. Development Overview

A Traffic Impact Analysis (TIA) was conducted for the proposed Woodside Avenue Mixed-Use development in accordance with the North Carolina Department of Transportation (NCDOT) capacity analysis guidelines. The proposed development is to be located north of Beaucrest Avenue between North Centennial Street and Arden Place in High Point, North Carolina. It is our understanding that upon redevelopment, there are two potential scenarios: 1) a maximum of 364 apartments or 2) a maximum of 323 apartments and a commercial development on approximately 1.66 acres at the corner of North Centennial Street and Beaucrest Avenue. Currently, there is no known tenant for the commercial use. For the purpose of this TIA, Scenario 2 was assumed as a commercial parcel would provide a conservative approach to the analysis. Due to the lack of a known tenant, a 2,500 square foot fast-food restaurant with no drive-thru will be assumed for the approximate 1.66-acre parcel. It is expected that the developer will exclude a restaurant with a drive-thru from being permitted on the outparcel. The site is expected to be built by 2026. Site access to the residential portion of the development is proposed via the existing Woodside Avenue connection on N Centennial Street and two new full movement connections on Beaucrest Avenue. Access to the commercial outparcel is proposed via one full movement connection on N Centennial Street.

2. Existing Traffic Conditions

The study area for the TIA was determined through coordination with the NCDOT and the City of High Point (City) consists of the following existing intersections:

- NC 68 and North Centennial Street
- North Centennial Street and Woodside Avenue
- North Centennial Street and Beaucrest Avenue
- North Centennial Street and North University Parkway

Existing peak hour traffic volumes were determined based on traffic counts conducted at the study intersection listed above, in April of 2023 by RKA during a typical weekday AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak periods, while schools were in session.

3. Site Trip Generation

Average weekday daily, AM peak hour, and PM peak hour trips for the proposed development were estimated using methodology contained within the *ITE Trip Generation Manual*, 11.1 Edition. Table E-1 provides a summary of the trip generation potential for the site.

Table E-1: Site Trip Generation

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)			Weekday PM Peak Hour Trips (vph)		
			Enter	Exit	Total	Enter	Exit	Total
Mid-Rise Multifamily (221)	323 DU	1,494	30	101	131	77	49	126
Fast-Food Restaurant w/ no Drive-Thru (933)	2,500 sq. ft.	1,126	63	45	108	42	41	83
Total Trips		2,620	93	146	239	119	90	209
<i>Internal Capture (12% AM & 2% PM)*</i>			-12	-17	-29	-3	-2	-5
Total External Trips			81	129	210	116	88	204
<i>Pass-By Trips: Fast-Food Restaurant with no Drive-Through (55% AM, 50% PM)</i>			-24	-24	-48	-22	-22	-44
Total Primary Trips			57	105	162	94	66	160

*Utilizing methodology contained in the NCHRP Report 684.

4. Future Traffic Conditions

Through coordination with the Town and NCDOT, it was determined that an annual growth rate of 2% would be used to generate 2026 projected weekday AM and PM peak hour traffic volumes. There were no adjacent developments or future roadway plans to consider in this study.

5. Capacity Analysis Summary

The analysis considered weekday AM and PM peak hour traffic for 2023 existing, 2026 no-build, and 2026 build conditions. Refer to Section 7 of the TIA for the capacity analysis summary performed at each study intersection.

6. Recommendations

Based on the findings of this study, no specific geometric and traffic control improvements were identified or recommended to accommodate future traffic conditions. An illustration of the recommended lane configuration for the proposed development is shown in Figure E-1.

Recommended Laneage by Developer

North Centennial Street and Access A (access to commercial outparcel)

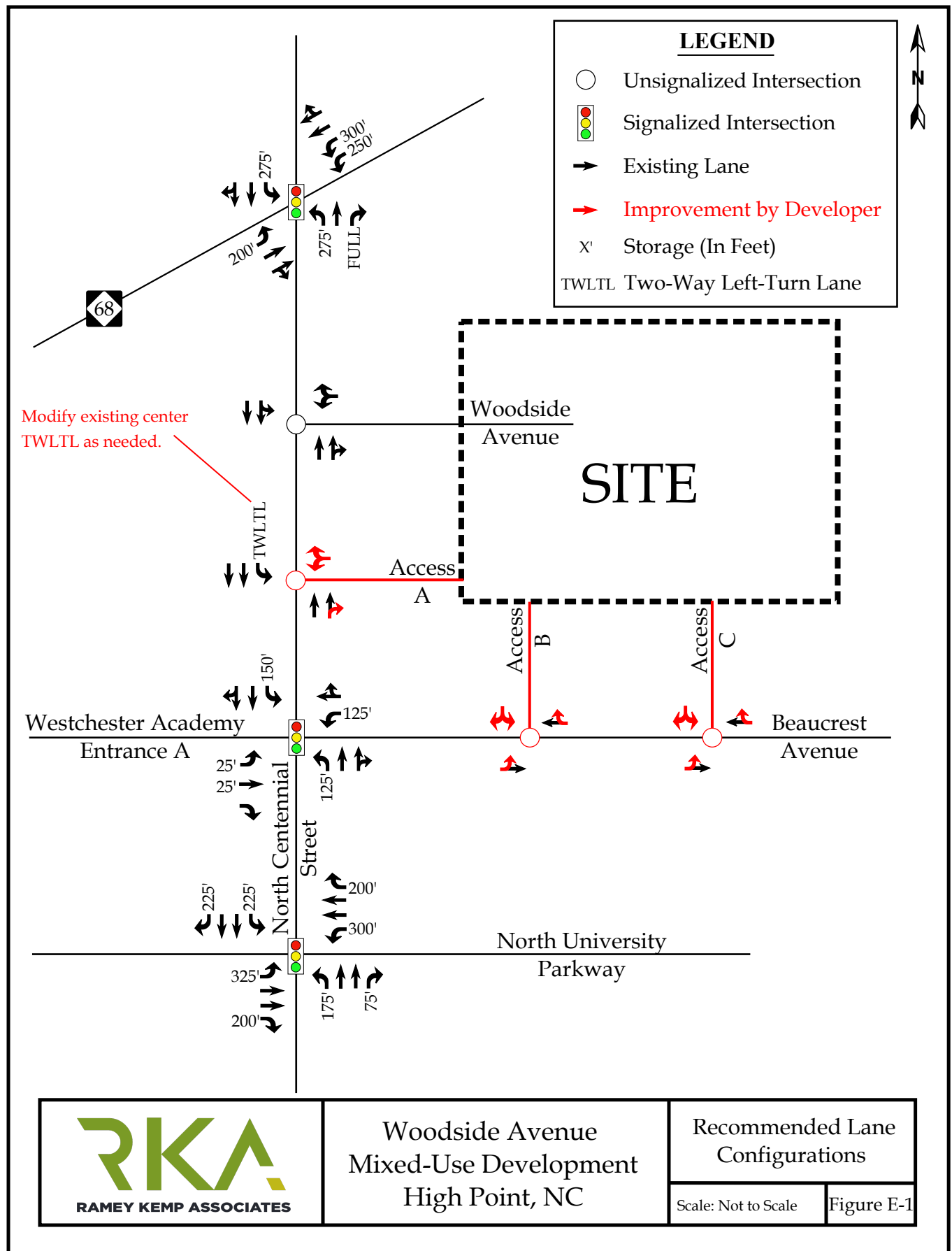
- Construct Access A with at least one ingress lane and one egress lane striped as a shared left/right-turn lane.
- Modify the existing center two-way left turn lane on N Centennial Street, as needed.

Beaucrest Avenue and Access B

- Construct Access B with at least one ingress lane and one egress lane striped as a shared left/right-turn lane.

Beaucrest Avenue and Access C

- Construct Access C with at least one ingress lane and one egress lane striped as a shared left/right-turn lane.



CITY OF HIGH POINT

AGENDA ITEM



TITLE: Contract with D-UP, Inc. – Guilford County American Rescue Plan Act (ARPA) Funds	
FROM: Stephen M. Hawryluk Budget & Performance Director	MEETING DATE: August 21, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY:
ATTACHMENTS: Budget Ordinance Amendment	

PURPOSE: To contract with D-UP, Inc. for the Washington Street Enhancement Project.

BACKGROUND: In September 2022, the Guilford County Board of County Commissioners approved the allocation of \$5,500,000 in American Rescue Plan Act (ARPA) funds to the City of High Point for three community projects: D-UP, Inc. (\$3,000,000), the YMCA of High Point (\$500,000), and the Hayden-Harman Foundation (\$2,000,000). These funds would pass-through the City of High Point and the City will manage and oversee the implementation of the projects.

\$3,000,00 will be allocated to the D-UP, Inc. Washington Street Enhancement Project. The goal of this project is to revitalize historic Washington Street into a thriving and distinctive district and support the D-UP expansion goal to serve more youth and families with a message to “Restore the Hope” of the community. The project supports development of a year-round state-of-the-art STEM, gymnasium complex, and arts facility for all ages and abilities at a central location to bring communities and visitors together for high quality fitness, education, arts and culture, recreation, and social opportunities. The project also supports the redevelopment of the Blackbox Theater, which will be used as a gym/event space for rent. D-UP’s new facilities will bring opportunities for more job/employment opportunities, as well as retail space for small business owners.

BUDGET IMPACT: These are pass-through funds from Guilford County via the American Rescue Plan Act (ARPA). There is no local budget impact.

RECOMMENDATION /ACTION REQUESTED: Staff recommends and asks City Council to authorize the City Manager to enter into a contract with D-UP, Inc. for the Washington Street Enhancement Project, in the amount of \$3,000,000, authorize the appropriate City Official(s) to execute all necessary documents, and approve the budget ordinance amendment for the Washington Street Enhancement project.



"AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS
PASSED THROUGH BY GUILFORD COUNTY

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

Section 1. The proposed amendment appropriates \$3,000,000 in funds from Guilford County for the D-Up, Inc. Washington Street Enhancement project.

Section 2. The 2023-2024 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Special Revenue Fund revenues be amended as follows:

Guilford County	\$3,000,000
-----------------	-------------

(B) That the following Special Revenue Fund expenditures be amended as follows:

D-Up, Inc.	\$3,000,000
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 21st day of August 2023

Jay W. Wagner, Mayor

ATTEST

Sandra Keeney,
City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Zoning Map Amendment 23-17 (Deniz Tartargil et al)	
FROM: Sushil Nepal, AICP Planning & Development Director	MEETING DATE: August 21, 2023
PUBLIC HEARING: Yes	ADVERTISED DATE/BY: August 9 & 16, 2023 Planning & Development
ATTACHMENTS: A. Staff Report B. Zoning Ordinances	

PURPOSE:

A request by Deniz Tatargil et al, to rezone approximately 8.7 acres from the Heavy Industrial (HI) District to the Light Industrial (LI) District. The site is located at the northwestern and northeastern corners of W. Green Drive and W. Grimes Avenue (616, 630 and 623 W. Green Drive).

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their July 25, 2023 public hearing. All members of the Commission were present, except for members Terry Venable and Ray Wheatley. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

There were no speakers in favor, nor in opposition to the request.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION/ACTION REQUESTED:

A. Staff Recommendation

Staff recommended **approval** of this request as outlined in the attached staff report.

B. Planning and Zoning Commission Action

1. The Planning and Zoning Commission recommended **approval** of this request, as recommended by staff, by a vote of 5-0 (*vote-count based on having two absent members and two vacant seats on the commission*).

2. Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 5-0 to **approve** the following statement:

That Zoning Map Amendment 23-17 is consistent with the City's adopted policy guidance because the proposed LI District is more in line with the recent land use policy direction for the area southwest of downtown that seeks to guide revitalization of industrial areas by encouraging more mixed-use development, similar to what was approved for the properties immediately to the south of the site earlier in 2022. Furthermore, the request is reasonable and in the public interest because the requested zoning to the LI District is reasonable in that the Development Ordinance reserves the HI District for more noxious land uses, while the proposed LI District supports a wider range of land uses in the Core City Area, and also encourages redevelopment of vacant structures.



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

**STAFF REPORT
ZONING MAP AMENDMENT ZA-23-17
July 25, 2023**

Request	
Applicant: Deniz Tatargil et al,	Owner: 616 W. Green Dr, LLC (<i>Deniz Tatargil, COO</i>) 116 Chestnut Dr, LLC (<i>Ridvan Tatargil, Manager</i>) 630 W. Green Dr. LLC (<i>Deniz Tatargil, President</i>)
Zoning Proposal: To rezone approximately 8.7 acres	From: HI Heavy Industrial District
	To: LI Light Industrial District
Notices: - Applicant held a Citizen Information Meeting (<i>Not required, rezoning to a less intensive district</i>) - As required by Section 2.3.6 (Notification) of the Development Ordinance, the Planning and Development Department provided published, mailed and posted notice of this public hearing.	

Site Information	
Location:	The site is located at the northwestern and northeastern corners of W. Green Drive and W. Grimes Avenue (<i>616, 630 and 623 W. Green Drive</i>).
Tax Parcel Number:	Guilford County Tax Parcel 172281, 172292 and 230264
Site Acreage:	Approximately 8.7 acres
Current Land Use:	The site consists of four vacant industrial buildings, totaling approximately 134,000 square feet.
Physical Characteristics:	The site has no noteworthy physical features. The rear of the site (western boundary) abuts the Norfolk Southern Railroad right-of-way.
Water and Sewer Proximity:	Multiple City water lines of various sizes lie adjacent to the site within the abutting public street rights-of-way (6-, 8-, 12- and 24-inch water lines).
General Drainage and Watershed:	The site is relatively flat and drains in a general southerly direction, and development is subject to the Randleman Lake General Watershed Area requirements. Primary stormwater control measures are required for multifamily and non-residential development with an impervious surface area that exceeds 12% or more of the site to mitigate stormwater runoff.
Overlay Districts:	Core City Area Randleman Lake General Watershed Area (GWA)

Adjacent Property Zoning and Current Land Use			
North:	HI	Heavy Industrial District	Vacant industrial structure
South:	LI	Light Industrial District	Vacant industrial structure
East:	LI	Light Industrial District	Office/warehouse use and undeveloped parcels
	HI	Heavy Industrial District	
West:	GB	General Business District	Major vehicular establishment and vacant building (<i>across railroad tracks</i>)

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	Goal 4: Make Downtown High Point and its environs a vibrant, diverse and mixed use environment. <u>Obj. 4D:</u> Establish more retail shops, services, restaurants, and entertainment through zoning and/or incentives.
Land Use Plan Map Classification:	The site has both a Heavy Industrial and an Office land use classification. - The Heavy Industrial classification includes the whole range of assembling, fabricating, and heavy manufacturing activities, some of which have significant environmental impacts or nuisance effects, as well as certain intense and large-scale, open land uses like wastewater treatment plants, landfills and quarries. - The Office classification includes professional, personal and business service uses.
Land Use Plan Goals, Objectives & Policies:	The following objectives of the Land Use Plan are relevant to this request: Obj. #8. Stimulate more efficient use of the City's land resources by encouraging in-fill, mixed-use, cluster development and higher residential densities at appropriate locations. Obj.#10. Target appropriate established neighborhoods and areas adjoining the central business district and industrial locations for conservation and revitalization activities including public and private investment.
Relevant Area Plan:	<u>Core City Plan</u> The Core City Plan conceptually depicts the zoning site as being situated on the edge of a proposed Showroom District bordering a Downtown Mixed-Use Area District on the other side of the railroad and as being within a five-minute walking distance of a proposed Mixed Use Center at the intersection of W. English Road and W. Martin Luther King Jr. Drive. Since adoption of the Core City Plan, the Central Business (CB) district has been designated as the area where new Market showrooms are allowed by right. This was intended to allow other more traditional downtown uses to establish in adjacent areas.
Zoning History:	<u>Zoning Map Amendment 22-26:</u> In February 2022, a similar zoning map amendment was approved for the block lying south of this site (south of W. Grimes Avenue). This case, ZA-22-26, rezoned approximately 7-acres from the HI to the LI District.

Transportation Information				
Adjacent Streets:	Name		Classification	Approx. Frontage
	W. Green Drive		Major Thoroughfare	650 ft.
	W. Grimes Avenue		Local Street	535 ft.
Vehicular Access:	Via driveway access from W. Green Drive and W. Grimes Avenue.			
Traffic Counts:	W. Green Drive		2,800 AADT - NCDOT 2021 traffic counts	
(Average Daily Trips)	W. Grimes Avenue		Not applicable, this is a local street	
Estimated Trip Generation:	The proposed warehouse/manufacturing uses is anticipated to generate approximately 368 daily trips, with up to 16 trips in the peak hours.			
Traffic Impact	Required		TIA Comments	

Analysis (TIA):	<u>Yes</u>	<u>No</u> X	In the future, a TIA may be required depending upon the intensity of the uses.
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School District Comment

Not applicable to this zoning case.

Details of Proposal

The applicant is requesting rezoning to promote redevelopment of vacant industrial buildings within the Core City Area. They have embarked on a multiyear design process to renovate structures on the site to support warehousing, manufacturing, assembly use (event center), retail and restaurants. Some of these uses are not permitted in the current HI District, thus they have requested rezoning to the LI District.

The applicant is scaling back their plans and only wants to do the warehousing and manufacturing uses (furniture manufacturing) at this time. They will seek permits to renovate the buildings for these uses and in a few years, they will reevaluate their plans to determine the feasibility of including assembly and retail uses.

Staff Analysis

With the adoption of the 2017 Development Ordinance, a wider range of uses are supported by the LI District, especially in the Core City Area. Furthermore, the updated Development Ordinance has changed the intent of the HI District to reserve it for the most intensive and noxious land uses that may have negative impacts on adjacent lands such as asphalt plants, hazardous waste disposal, landfills, trash transfer stations and toxic chemical manufacturing.

The site is located southwest of the downtown within the Core City Area. It is anticipated that land use policy for the area will be clarified as part of the High Point 2045 Comprehensive Plan that is currently in the process of being created. It also lies in an area that has been identified for a future more detailed land use study (Southwest Area Plan) that will analyze and further define the land development policies for this area. Based upon preliminary evaluations to determine the scope of the Southwest Area Plan, the zoning site and surrounding lands have been deemed appropriate for industrial redevelopment with a focus on the establishment of a small-scale manufacturing hub, in a manner similar to a higher-end industrial park. Therefore, this area is more likely to redevelop with a mix of commercial or small-scale manufacturing uses, which the requested LI District allows. The existing HI District zoning that dominates this area is anticipated to be eliminated or drastically reduced.

Section 2.4.20.C. of the Development Ordinance states that the advisability of a zoning map amendment is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. In determining whether to adopt or deny a proposed zoning map amendment, the City Council shall weigh the relevance of and consider the following:

Consistency with Adopted Policy Guidance

Whether and the extent to which the proposed zoning map amendment is appropriate for its proposed location, and is consistent with the City's adopted policy guidance.

The proposed LI District is more in line with the recent land use policy direction for the area southwest of downtown that seeks to guide revitalization of industrial areas by encouraging

more mixed-use development, similar to what was approved for the properties immediately to the south of the site earlier in 2022.

Reasonableness/Public Interest:

Why a decision to approve, or to deny, the proposed zoning map amendment would be reasonable and in the public interest.

The requested zoning to the LI District is reasonable in that the Development Ordinance reserves the HI District for more noxious land uses, while the proposed LI District supports a wider range of land uses in the Core City Area and also encourages redevelopment of vacant structures.

Recommendation

Staff Recommends Approval:

The City of High Point is currently in the process of analyzing its current land use policies and policy guidance documents. This will culminate with public hearings for the establishment of the City's 2045 Comprehensive Plan in early 2024. Thus, staff has been advising applicants not to submit a corresponding Plan Amendment application when their Zoning Map Amendment application (rezoning request) does not match the current Land Use Plan designation of an area.

As part of the analysis and recommendation for such a zoning request, future land use policy changes are also being taken into consideration. This course of action is permitted by North Carolina General Statutes 160D-501 and 160D-605, which allows the adoption of a zoning amendment that is inconsistent with the Land Use Plan without first adopting a Land Use Plan amendment, subject to that amendment being noted in the plan following approval of the request.

As outlined in the analysis section of this report, the zoning site and surrounding lands have been deemed appropriate for redevelopment with a focus on the establishment of a small-scale manufacturing hub, in a manner similar to a higher-end industrial park. Therefore, future land use policy for this area is more likely to encourage redevelopment with a mix of commercial or small-scale manufacturing uses, which the requested LI District allows. The existing HI District zoning and Heavy Industrial Land Use designation that dominates this area is anticipated to be eliminated or drastically reduced.

Therefore, the Planning and Development Department recommends approval of the request to rezone this 8.7 acre tract of land to the LI District, along with a corresponding recommendation for a change in land use policy in support of the Light Industrial Land use classification.

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 Sushil Nepal AICP, Planning and Development Director.

LOCATION MAP

ZONING MAP AMENDMENT: ZA-23-17

Applicant: Deniz Tatargil

Vicinity Map

City of
High Point

City of
Archdale

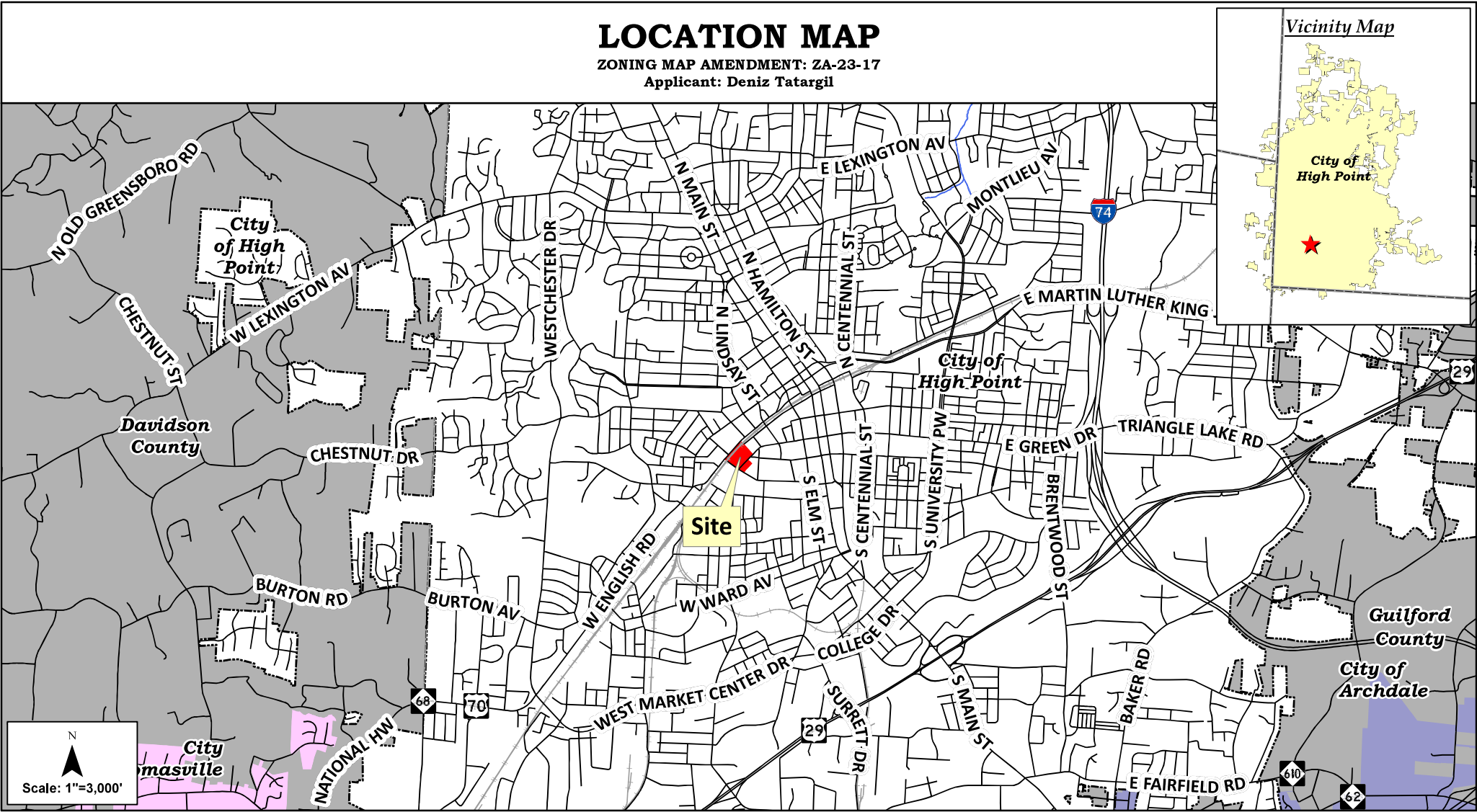
Guilford
County

Davidson
County

City
of High
Point

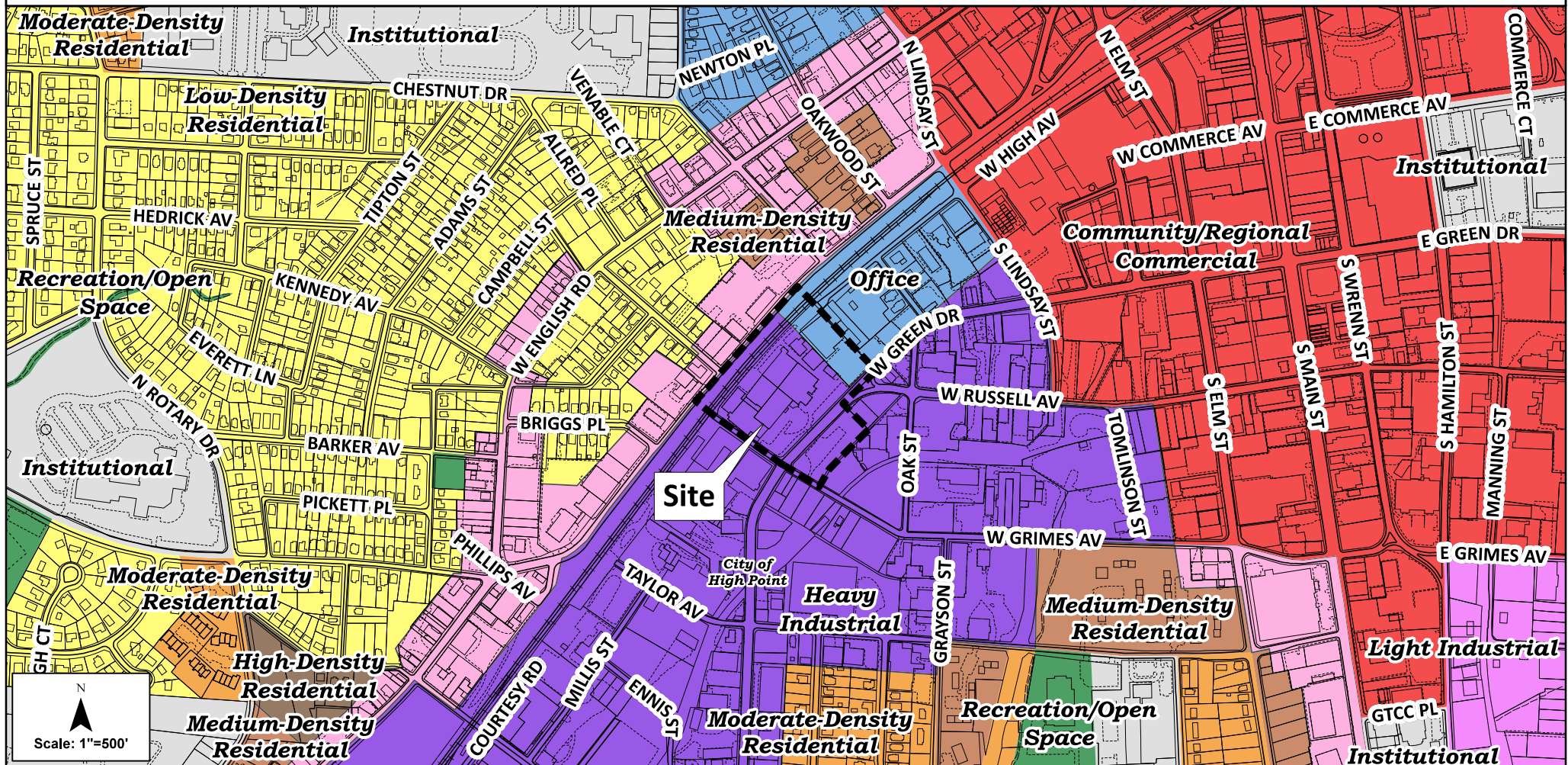
City
of
High Point

Scale: 1"=3,000'



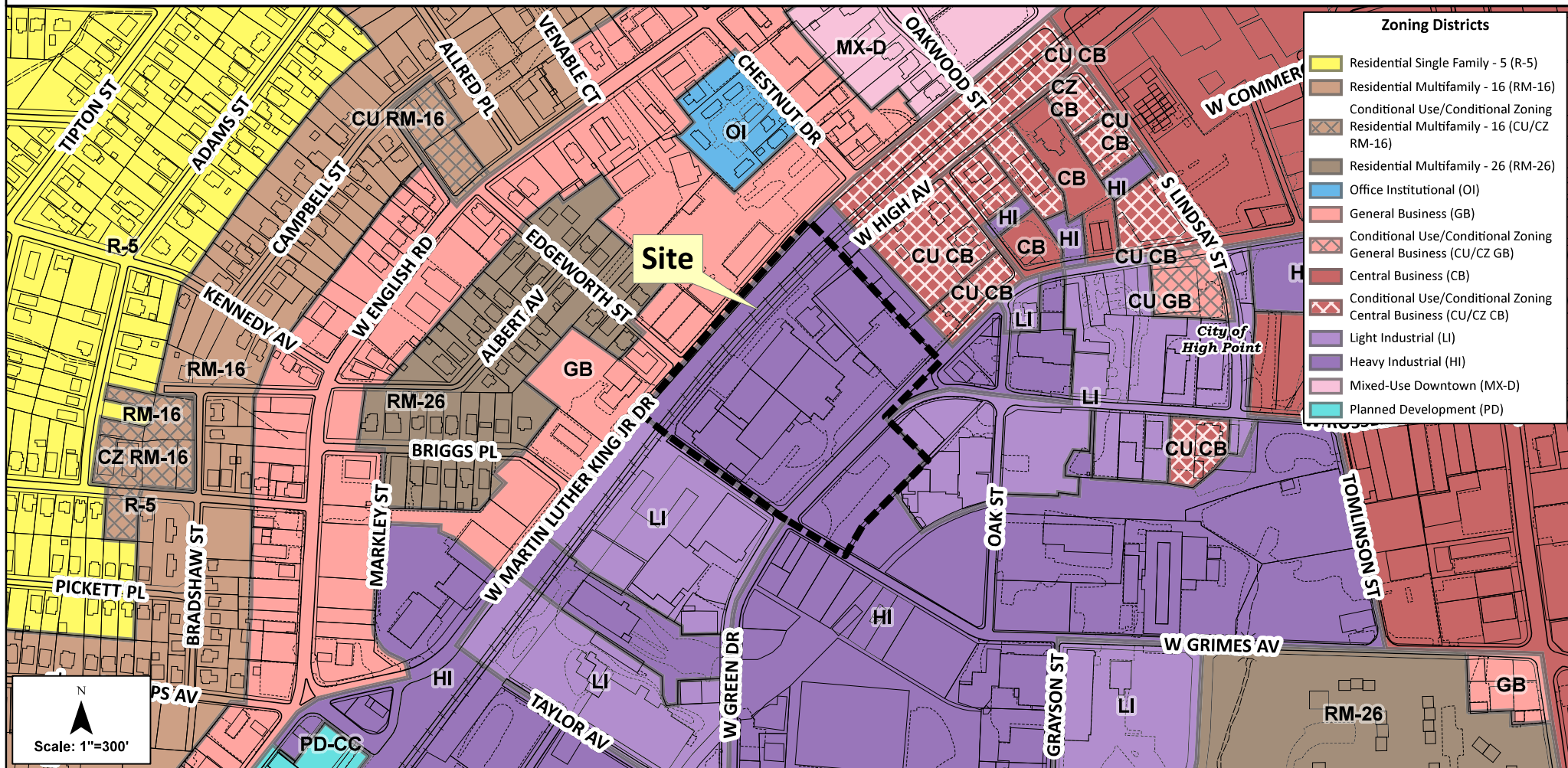
ZONING MAP AMENDMENT: ZA-23-17

LAND USE PLAN MAP



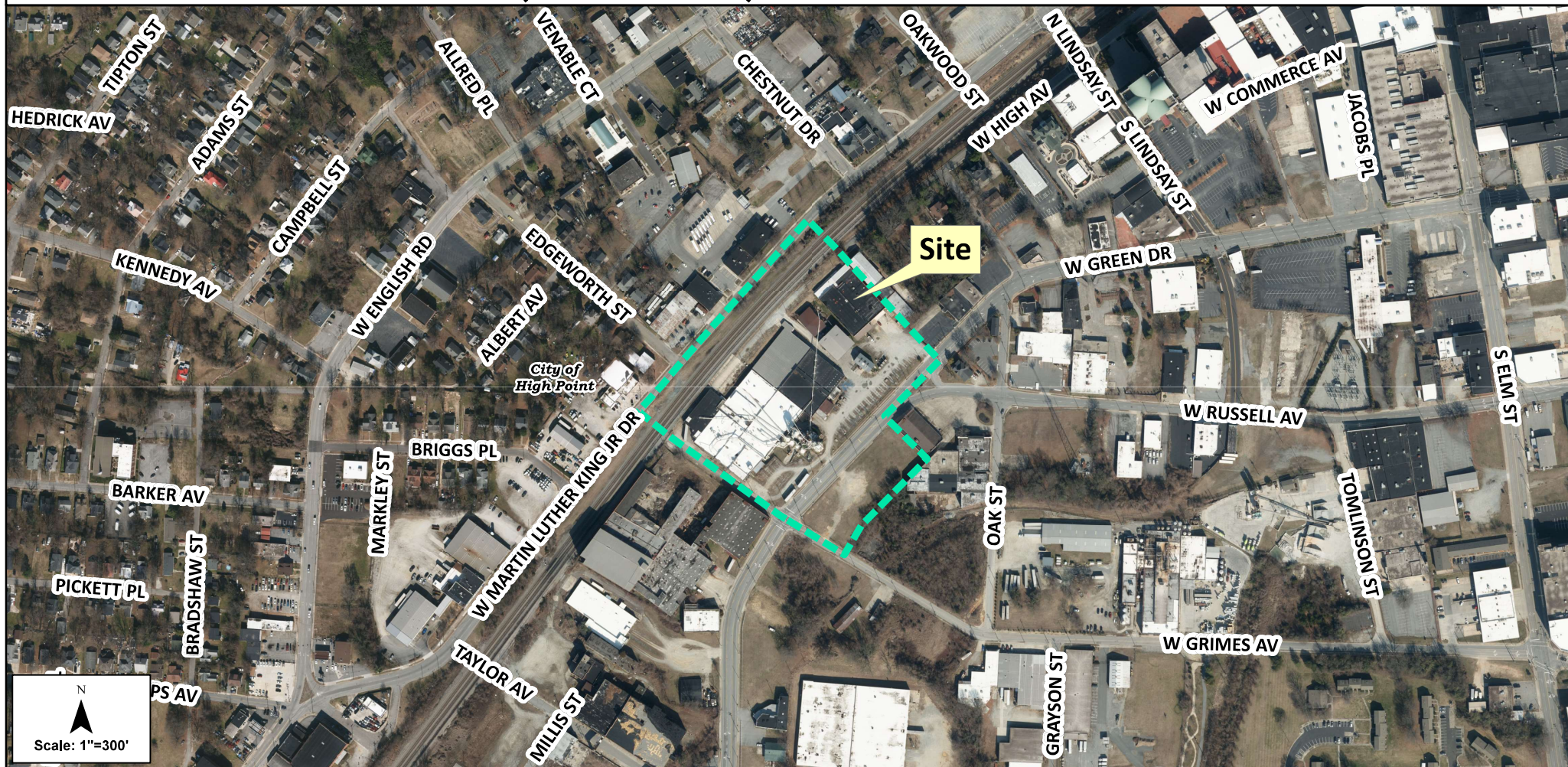
ZONING MAP AMENDMENT: ZA-23-17

COLOR-CODED ZONING MAP



ZONING MAP AMENDMENT: ZA-23-17

AERIAL PHOTOGRAPHY (FEB. 2022)



AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.20, ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of the City of High Point adopted “The City of High Point Development Ordinance” on May 16, 2016 with an effective date of January 1, 2017, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on July 25, 2023 and before the City Council of the City of High Point on August 21, 2023 regarding **Zoning Map Amendment Case ZA-23-17 (ZA-23-17)** 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 July 15, 2023, for the Planning and Zoning Commission public hearing and on August 9, 2023 and August 16, 2023, for the City Council public hearing pursuant to Chapter 160D-602 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 **August 16, 2023**.

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 a: **Light Industrial (LI) District**. The property is approximately 8.7 acres, located at the northwestern and northeastern corners of W. Green Drive and W. Grimes Avenue (*616, 630 and 623 W. Green Drive*). The property is also known as Guilford County Tax Parcels 172281, 172292 and 230264.

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.

Adopted by the City Council
City of High Point, North Carolina
The 21st day of August, 2023

By: _____

Jay W. Wagner, Mayor

ATTEST:

Sandra R. Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Purchase of the Customer Engagement Portal - SilverBlaze	
FROM: Jeremy Coble – Customer Service Director	MEETING DATE: 8/21/23
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Customer Portal SOW	

PURPOSE: The City is actively seeking to procure a Customer Engagement Portal (CEP) with the primary goal of harnessing the data collected through AMI implementation. This strategic acquisition aims to enhance communication and foster improved customer interactions with the City.

BACKGROUND: Currently, the City is in the process of deploying Advanced Metering Infrastructure (AMI) to elevate the performance of its Electric and Water Utility services. This undertaking is poised to generate a substantial volume of data points, empowering customers to access this information through the portal. Through the portal, customers can effectively manage their utility usage and stay informed about billing amounts, promoting greater control over their consumption and expenses. Furthermore, the portal will serve as an additional communication platform, enabling the City to engage with customers more efficiently. It will facilitate interactions, allowing customers to access City services conveniently online.

Benefits of a CEP portal:

- Real-time usage data access
- Convenient billing and payment management
- Personalized energy-saving tips
- Service outage notifications
- Easy self-service options
- Customer support access
- Environmental awareness and education

BUDGET IMPACT: Funding is available in Electric Capital Projects Fund.

RECOMMENDATION/ACTION REQUESTED: Staff recommends the purchase of the Customer Engagement Portal from Harris Utilities for \$181,125.00 and annual reoccurring cost of \$90,000.00 (pro-rated for first year at \$22,500.00).



STATEMENT OF WORK

Between



City of High Point
211 South Hamilton
High Point, North Carolina 27261
USA

And



Cayenta, A Division of
N. Harris Computer Corporation
8333 Eastlake Drive, Suite 101
Burnaby, BC V5A 4W2
Canada

For

Connect Customers
Powered by SilverBlaze

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The purpose of this Statement of Work is to set forth in detail the Software and Services deliverables to be provided by HARRIS, the milestones, schedule and acceptance criteria for such deliverables, the process for changes in scope and the respective responsibilities of HARRIS and CLIENT in connection with this Statement of Work. HARRIS will be the Prime Contractor for all application software and Services being provided under the Contract with CLIENT.

This Statement of Work shall be governed by the terms and conditions of the City of High Point - Services Agreement, dated September 28, 2001, between Cayenta Canada Inc. and City of High Point.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Statement of Work on the Effective Date:

City of High Point, North Carolina

**CAYENTA, a division of N. Harris
Computer Corporation**

Name:

(Signature)

Name:

(Signature)

Name:

(Print)

Name:

(Print)

Title:

Title:

Date:

Date:

Executive Summary & Overview

The City of High Point (CLIENT) is embarking on an installation and implementation of Cayenta Connect Customers Portal, powered by SilverBlaze.

CLIENT has requested to engage Cayenta (HARRIS) for value-added services related to the project outlined in the Deliverables section of this document. These services are not included in the Software and Maintenance Fees.

Under the direction of the CLIENT Project Owner, the CLIENT Project Manager will drive and oversee the project in coordination with the HARRIS Project Manager.

During the project, if CLIENT needs to make any changes to the Environments, the changes need to be approved by the HARRIS project team. Changes to the configuration or interfaces that are not advised by the HARRIS project team also need to be fully documented in CayStone.

The ongoing operation for the Solution will be the responsibility of the CLIENT following the project Go-live date. All interfaces delivered within this SOW are fully the responsibility of the CLIENT to administer, maintain, and support. HARRIS services can be engaged on a time and material basis at the then current rate if the CLIENT requires additional assistance. Please note that resource availability may impact the timeline such assistance will be delivered.

Project Start Pre-Requisites

In addition to the approved statement of work, HARRIS and CLIENT agree that the following pre-requisites will be satisfied to begin work on this project. Any pre-requisites that are the responsibility of CLIENT will be considered out of scope of this project and any services required of HARRIS for CLIENT-owned pre-requisites will be addressed through the Change Control process outlined in this document.

Pre-Requisite	Responsible Party
CLIENT will have resources assigned to work on the project as per the schedule defined in this document. This is inclusive of all project work including test execution, workshop & meeting participation as well as any other activities prescribed.	CLIENT
HARRIS project team will be assembled and prepared to work on this project per the schedule defined in this document.	HARRIS
CLIENT will provide all necessary infrastructure required by HARRIS for the delivery of the scope of this project, including but not limited to required servers to support the environments required by this project. Reference Appendix D for minimum requirements.	CLIENT
Cayenta software is at a minimum version of 7.9	CLIENT
CLIENT will provide access to a refreshed Cayenta CIS TEST environment to allow for configuration and testing to take place per the scope defined in this document.	CLIENT

Table of Services

Below is a summary list of the deliverables for the project. The Deliverables section itemizes each deliverable in detail regarding specific scope, responsibilities for HARRIS and CLIENT as well as acceptance criteria.

Component Group	Deliverable #	Deliverable Name	Hours	Cost	Deliverable Type
Consulting Services	1.01	Project Planning & Setup	41	\$9,225.00	Fixed Price
	1.02	Testing Support - Month 1	44	\$9,900.00	Fixed Price
	1.03	Testing Support - Month 2	44	\$9,900.00	Fixed Price
	1.04	Testing Support - Month 3	44	\$9,900.00	Fixed Price
	1.05	Testing Support - Month 4	44	\$9,900.00	Fixed Price
	1.06	Mock Go Live	26	\$5,850.00	Fixed Price
	1.07	Go Live Services	26	\$5,850.00	Fixed Price
	1.08	Support Transition & Project Close (1 week)	24	\$5,400.00	Fixed Price
		Consulting Services Total	293	\$65,925.00	
Technical	2.01	Portal Installation	24	\$5,400.00	Fixed Price
		Technical Services Total	24	\$5,400.00	
Product Services	3.01	Portal Discovery & Requirements Documentation	10	\$2,250.00	Fixed Price
	3.02	Base Portal Configuration	8	\$1,800.00	Fixed Price
	3.03	Payment Processor Integration Configuration	16	\$3,600.00	Fixed Price
	3.04	AMI/MDM Configuration	16	\$3,600.00	Fixed Price
	3.05	Customer Service Representative (CSR) & Administrator training	8	\$1,800.00	Fixed Price
	3.06	Smart Forms Discovery	10	\$2,250.00	Fixed Price
	3.07	Smart Forms Configuration	12	\$2,700.00	Fixed Price
	3.08	Smart Forms Training	8	\$1,800.00	Fixed Price
		Product Services Total	88	\$19,800.00	
		Project Total	405	\$91,125.00	

Deliverables

Below is a detailed listing of all deliverables in scope of this project. With each deliverable is specific responsibilities to be performed by HARRIS and CLIENT respectively as part of completion of this deliverable. Acceptance criteria for each deliverable specifies the criteria by which CLIENT will accept the deliverable upon completion by HARRIS. Upon satisfying the acceptance criteria for the deliverable will make the deliverable eligible to be billed as defined in the Payment Milestones section of this document.

Deliverable ID	1.01
Deliverable Type	Fixed Price
Deliverable Name	Project Planning & Setup
Deliverable Description	HARRIS and CLIENT project managers will develop the project schedule. HARRIS will provision the tools needed for project execution including CayStone, SharePoint and Smartsheet. HARRIS will schedule and facilitate the project kick-off meeting
Harris Responsibilities	• Develop project schedule • Review schedule with CLIENT • Create CayStone project & provide access to CLIENT stakeholders • Schedule and facilitate project kick-off meeting • Set up CayStone project and train CLIENT core team on CayStone
CLIENT Responsibilities	• Participate in schedule development • Review & approve project schedule • Provide stakeholder list to HARRIS • Participate in project kick-off meeting
Deliverable Acceptance Criteria	Project schedule is delivered Access granted to stakeholders in CayStone Kick-off meeting is held
Deliverable ID	1.02
Deliverable Type	Fixed Price
Deliverable Name	Testing Support - Month 1
Deliverable Description	HARRIS will provide testing support services to CLIENT during test execution by CLIENT
HARRIS Responsibilities	• Incident remediation, prioritizing work based on marked priority in the incident according to criteria defined in this document • Providing clarifications and guidance on new feature testing

CLIENT Responsibilities	• Execute testing per test sets as defined in CayStone • Log incidents as issues arise with testing, ensuring that appropriate screenshots, verbiage, and reproduction steps are documented in the CayStone incidents • Conduct validation testing on remediated incidents in a timely manner
Deliverable Acceptance Criteria	First month of CLIENT testing is complete
Deliverable ID	1.03
Deliverable Type	Fixed Price
Deliverable Name	Testing Support - Month 2
Deliverable Description	HARRIS will provide testing support services to CLIENT during test execution by CLIENT
HARRIS Responsibilities	• Incident remediation, prioritizing work based on marked priority in the incident according to criteria defined in this document • Providing clarifications and guidance on new feature testing
CLIENT Responsibilities	• Execute testing per test sets as defined in CayStone • Log incidents as issues arise with testing, ensuring that appropriate screenshots, verbiage, and reproduction steps are documented in the CayStone incidents • Conduct validation testing on remediated incidents in a timely manner
Deliverable Acceptance Criteria	Second month of CLIENT testing is complete
Deliverable ID	1.04
Deliverable Type	Fixed Price
Deliverable Name	Testing Support - Month 3
Deliverable Description	HARRIS will provide testing support services to CLIENT during test execution by CLIENT
HARRIS Responsibilities	• Incident remediation, prioritizing work based on marked priority in the incident according to criteria defined in this document • Providing clarifications and guidance on new feature testing
CLIENT Responsibilities	• Execute testing per test sets as defined in CayStone • Log incidents as issues arise with testing, ensuring that appropriate screenshots, verbiage, and reproduction steps are documented in the CayStone incidents • Conduct validation testing on remediated incidents in a timely manner

Deliverable Acceptance Criteria	Third month of CLIENT testing is complete
Deliverable ID	1.05
Deliverable Type	Fixed Price
Deliverable Name	Testing Support - Month 4
Deliverable Description	HARRIS will provide testing support services to CLIENT during test execution by CLIENT
HARRIS Responsibilities	• Incident remediation, prioritizing work based on marked priority in the incident according to criteria defined in this document • Providing clarifications and guidance on new feature testing
CLIENT Responsibilities	• Execute testing per test sets as defined in CayStone • Log incidents as issues arise with testing, ensuring that appropriate screenshots, verbiage, and reproduction steps are documented in the CayStone incidents • Conduct validation testing on remediated incidents in a timely manner
Deliverable Acceptance Criteria	Fourth month of CLIENT testing is complete
Deliverable ID	1.06
Deliverable Type	Fixed Price
Deliverable Name	Mock Go Live
Deliverable Description	HARRIS will conduct a mock-go live prior to the go-live, ensuring the cutover checklist is sufficient to ensure a successful cutover at go-live.
HARRIS Responsibilities	• Prepare mock go-live checklist • Review mock go-live checklist with CLIENT • Execute HARRIS-assigned tasks per the checklist • Make any necessary changes to checklist based on mock go-live execution
CLIENT Responsibilities	• Review mock go-live checklist and add any additional tasks for CLIENT • Execute CLIENT-assigned tasks per the checklist • Provide feedback on mock go-live execution for the purpose of checklist revision
Deliverable Acceptance Criteria	Completion of mock go-live activities per the mock go-live checklist
Deliverable ID	1.07

Deliverable Type	Fixed Price
Deliverable Name	Go Live Services
Deliverable Description	HARRIS and CLIENT will execute the assigned tasks, per the go-live cutover checklist, over the planned one (1) day go-live time frame.
HARRIS Responsibilities	• Execute HARRIS-assigned tasks per the go-live cutover checklist • HARRIS will be available on go-live weekend to perform HARRIS-assigned tasks per the go-live cutover checklist.
CLIENT Responsibilities	• Execute CLIENT-assigned tasks per the go-live cutover checklist • CLIENT will be available on go-live weekend to perform CLIENT-assigned tasks per the go-live cutover checklist.
Deliverable Acceptance Criteria	Completion of go-live activities per the go-live checklist and CLIENT can access and use the CayProd environment for production purposes.
Deliverable ID	1.08
Deliverable Type	Fixed Price
Deliverable Name	Support Transition & Project Close (1 week)
Deliverable Description	HARRIS transitions CLIENT from assigned Project Team back to Cayenta Support and formally closes the project. The period of post go-live support provided by the Project Team will be one (1) week from the date of go-live. Acceptance of this deliverable signifies the acceptance of the project and official project close.
HARRIS Responsibilities	• Facilitate handover meeting from Project Team to Cayenta Support • Deliver Support Transition document to CLIENT and Cayenta Support • Remediate P1 & P2 priority incidents
CLIENT Responsibilities	• Attend handover meeting • Validate & close P1 & P2 priority incidents
Deliverable Acceptance Criteria	HARRIS provides Support Transition document All P1 & P2 incidents logged for the project have been remediated
Deliverable ID	2.01
Deliverable Type	Fixed Price
Deliverable Name	Portal Installation
Deliverable Description	HARRIS will install the Connect Customers Portal (CCP) which will be used as the primary testing environment for the project and the production environment upon go-live.

HARRIS Responsibilities	• Install and configure the CCP Application Server • Install and configure the CCP Web Server • Install and configure the CCP Web Server Plugin • Install and configure the CCP Database • Configure Portal Deployment Package • Configure Smart Forms Package
CLIENT Responsibilities	• Provision all server hardware as required (defined in the "Environments" section in this document) • Provision necessary network access for HARRIS resources to conduct software installations pertaining to Connect Customers Portal environment setup • Ensure appropriate network and machine permissions are provisioned to allow HARRIS to perform Connect Customers Portal setup • Register desired domain name(s) for customer portal • Provide any SSL certificates required
Deliverable Acceptance Criteria	HARRIS completes the Customer Portal Engagement installation and CLIENT can successfully launch the Connect Customers Portal
Deliverable ID	3.01
Deliverable Type	Fixed Price
Deliverable Name	Portal Discovery & Requirements Documentation
Deliverable Description	HARRIS will facilitate a set of discovery sessions targeted at gathering and documenting the CLIENT requirements surrounding portal functionality including: -Portal theme (i.e., look and feel) -Details on portal integrations as included in this document HARRIS will prepare a requirements document to be provided to CLIENT for approval that will form the basis of configuration scope for the project
HARRIS Responsibilities	• Schedule and facilitate the discovery session(s) • Prepare and deliver Requirements Documentation
CLIENT Responsibilities	• Assist HARRIS in scheduling stakeholders for discovery session(s) • Provide input/clarification as needed during documentation compilation
Deliverable Acceptance Criteria	HARRIS provides the Requirements Documentation
Deliverable ID	3.02
Deliverable Type	Fixed Price
Deliverable Name	Base Portal Configuration

Deliverable Description	HARRIS will configure the portal in preparation for CLIENT testing. Specific configuration scope is defined in Appendix C for what is included in Base Configuration.
HARRIS Responsibilities	• Configure the Connect Customers Portal for the scope as defined in the "Base Configuration" section of this document
CLIENT Responsibilities	• Provide input/clarifications on configuration questions as required • Provide infrastructure support as required
Deliverable Acceptance Criteria	HARRIS completes base configuration of the Connect Customers Portal and demonstrates the portal to CLIENT in advance of CLIENT testing
Deliverable ID	3.03
Deliverable Type	Fixed Price
Deliverable Name	Payment Processor Integration Configuration
Deliverable Description	HARRIS will configure the Connect Customers Portal with the Paymentus platform in order to allow CLIENT customers to make payments on the portal. Specific items pertaining to payment processor integration are outlined in Appendix C.
HARRIS Responsibilities	• Configure the portal to allow for the ability to process payments using the Paymentus platform • Conduct unit testing of the integration, working directly with Paymentus services consultants • Deliver overview training on the end user experience for processing payments using the portal
CLIENT Responsibilities	• Procure all licensing and services from Paymentus • Provide technical and infrastructure support as required by HARRIS or Paymentus
Deliverable Acceptance Criteria	HARRIS completes configuration for Paymentus integration and delivers overview training to CLIENT
Deliverable ID	3.04
Deliverable Type	Fixed Price
Deliverable Name	AMI/MDM Configuration
Deliverable Description	HARRIS will configure the Connect Customers Portal with the SmartWorks/Compass platform to allow CLIENT customers to view smart meter data. Specific items pertaining to AMI/MDM integration are outlined in Appendix C.

HARRIS Responsibilities	• Configure the portal to allow for smart meter data presentment using the SmartWorks/Compass platform • Conduct unit testing of the integration, working directly with SmartWorks/Compass services consultants • Deliver overview training on the end user experience for viewing smart meter data using the portal
CLIENT Responsibilities	• Procure all licensing and services from SmartWorks/Compass • Provide technical and infrastructure support as required by HARRIS or SmartWorks/Compass
Deliverable Acceptance Criteria	HARRIS completes configuration for SmartWorks integration and delivers overview training to CLIENT
Deliverable ID	3.05
Deliverable Type	Fixed Price
Deliverable Name	Customer Service Representative (CSR) & Administrator training
Deliverable Description	HARRIS will deliver training to CLIENT on the CSR experience for the Connect Customers Portal as well as training on the day-to-day administration of the system
HARRIS Responsibilities	• Deliver administrator training on the Connect Customers Portal • Deliver CSR training on the Connect Customers Portal • Training will be two hours of preparation and two hours for Administrator training • Training will be two hours of preparation and two hours for CSR training
CLIENT Responsibilities	• Assist with scheduling of the training, ensuring all stakeholders attend required sessions
Deliverable Acceptance Criteria	HARRIS delivers the Administrator training HARRIS delivers the CSR training
Deliverable ID	3.06
Deliverable Type	Fixed Price
Deliverable Name	Smart Forms Discovery
Deliverable Description	HARRIS will facilitate a set of discovery & design sessions targeted at gathering and documenting the CLIENT requirements surrounding Smart Forms: -Visual layout of Smart Forms (field naming, field placement, identify mandatory & optional fields)

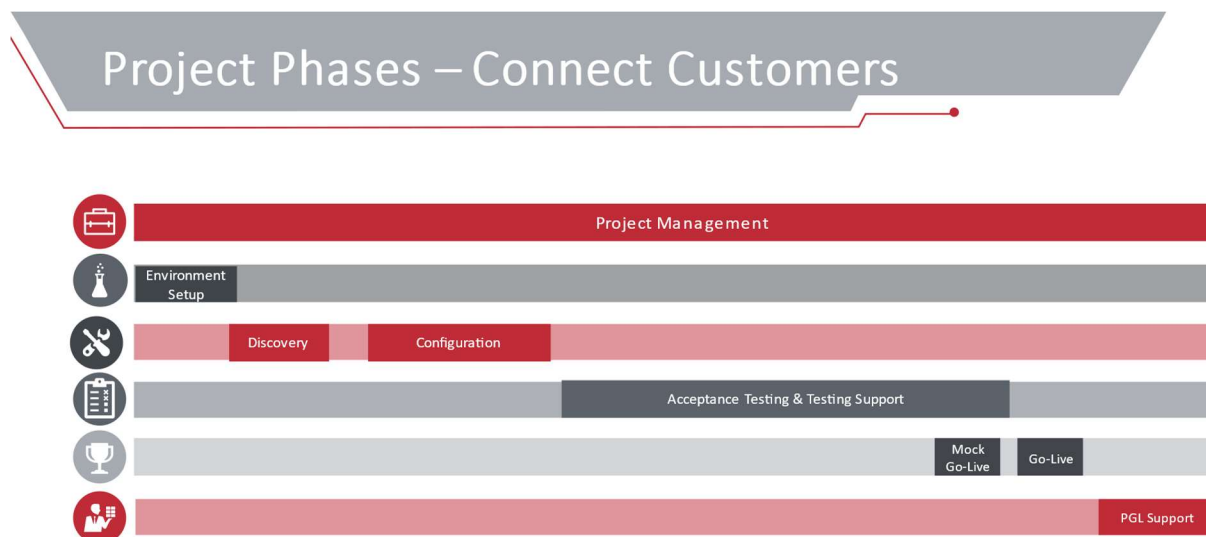
HARRIS Responsibilities	• Schedule and facilitate the discovery & design session(s) and the design documentation
CLIENT Responsibilities	• Assist HARRIS in scheduling stakeholders for session(s)
Deliverable Acceptance Criteria	HARRIS facilitates the session(s) Harris delivers design documentation
Deliverable ID	3.07
Deliverable Type	Fixed Price
Deliverable Name	Smart Forms Configuration
Deliverable Description	HARRIS will install and configure the scoped Smart Forms solution (specific Smart Forms as indicated in the "Smart Forms" section of this document). Configuration includes: -Ensuring Smart Forms match the design as agreed to in the Discovery deliverable -CIS integration with Smart Forms as determined by required Smart Form functionality. Specific items pertaining to Smart Forms configuration are outlined in Appendix C.
HARRIS Responsibilities	• Install Smart Forms module • Configure layout of Smart Forms including field naming, field placement and ensuring mandatory/optional fields are configured • Configure CIS integration to support required Smart Forms functionality
CLIENT Responsibilities	• Provide input/clarifications as required
Deliverable Acceptance Criteria	HARRIS delivers the Smart Forms configuration for CLIENT testing
Deliverable ID	3.08
Deliverable Type	Fixed Price
Deliverable Name	Smart Forms Training
Deliverable Description	HARRIS will deliver training to CLIENT on the CSR experience for the delivered Smart Forms as well as training on the day-to-day administration of the Smart Forms
HARRIS Responsibilities	• Deliver administrative training on the Smart Forms • Deliver CSR training on the Smart Forms

CLIENT Responsibilities	• Assist with scheduling of the training, ensuring all stakeholders attend required sessions
Deliverable Acceptance Criteria	HARRIS delivers the administrative training HARRIS delivers the CSR training

Methodology & Schedule

Methodology

Cayenta follows a practiced and proven methodology for delivering projects to our customers. Below is an overview of the project phases that are part of the project.



Project Management

HARRIS will provide a project manager to the project to oversee the HARRIS team and to work with the CLIENT project manager. The HARRIS project manager will be responsible for the following items:

- Develop and maintain the project schedule, collaborating with CLIENT project manager.
- Schedule and facilitate weekly PM meetings.
- Schedule and facilitate weekly team meetings.
- Develop go-live cutover checklist, collaborating with HARRIS and CLIENT project teams.
- Ownership of the Change Control process as outlined in the [Change Control section](#) of this document

Schedule development is a collaborative task – the initial timeframe reflects the pricing provided, and a final schedule is dependent on the completion of project planning, where tasks and dependencies are finalized, resource allocation is confirmed, and all non-working days are identified. A finalized project schedule must be delivered and baselined, and material changes to the initial schedule may require a change order. Any deviation from this process must be agreed to by the project teams.

Environment Setup

CLIENT will provide a dedicated CIS testing environment for this project, so HARRIS has not built-in technical consulting time for environment work. If technical consulting time is required from HARRIS, this can be managed through the Change Control process.

CLIENT will ensure that the designated environment (with configuration) is not refreshed or overwritten with PROD data unless HARRIS agrees. In the case that this accidentally happens, the time for HARRIS to re-create the work lost will be managed through the Change Control process.

Discovery & Configuration

HARRIS and CLIENT will take a collaborative approach to the design and development of the portal. HARRIS will conduct a set of discovery discussions with CLIENT and prepare detailed requirements documentation that will be submitted to CLIENT for review and approval. Upon approval of the requirements, HARRIS will configure the products, conduct internal quality assurance testing, and deploy to the project test environment for handover and CLIENT testing. As part of the handover, HARRIS will also facilitate knowledge transfer and ensure CLIENT has the required knowledge to conduct testing.

Testing

Application testing will be the most critical phase of this project and allows CLIENT to ensure a level of comfort with the delivered solution prior to going live. HARRIS will provide testing support commensurate with the services outlined in the Deliverables section of this document.

CLIENT will test the application and configured solution delivered by HARRIS. CLIENT agrees to use the CayStone testing platform, provided by HARRIS to plan test cases/test sets, track all testing progress via updating of executed test cases/test sets and log incidents for all defects found. Should CLIENT decide to forego the use of CayStone for these purposes (i.e., using alternate means to plan and track testing and incidents), HARRIS may initiate the change control process (per the [Change Control section](#) of this document) to determine impacts to the project, monetary and otherwise.

HARRIS agrees to provide testing support services on a monthly basis as outlined in the deliverables of this document. Should there be a need to extend testing support services from HARRIS beyond what is currently scoped in this document, additional months of testing support may be added to the project at a cost determined through the Change Control process.

Go Live

HARRIS and CLIENT will work collaboratively to prepare a go-live cutover checklist. It will be a shared responsibility between HARRIS and CLIENT to ensure that all tasks are documented and assigned appropriately. HARRIS and CLIENT will schedule the go-live to take place over a weekend or a mutually agreeable timeframe.

Post Go-Live and Transition to Support

HARRIS project team will continue to support CLIENT during the defined post go-live period (as indicated in the Deliverables section of this document) as well in this time engage Cayenta Support by preparing a Support Transition document, outlining the details of the implementation relevant to the Cayenta Support team taking on stewardship of CLIENT support needs going forward. A transition meeting

including the HARRIS project team, CLIENT and Cayenta Support will be facilitated by HARRIS as part of this transition.

Schedule

This project will be aligned and dependent upon timeline of the AMI project; consisting of one month of project initiation, environment setup & discovery and four months of integrated testing, mock go live and go live activities.

The schedule has been estimated based on assumed resourcing capabilities of CLIENT, as well as integration requirements driven by the SmartWorks/Compass implementation and is subject to change upon planning and coordination between HARRIS and CLIENT. Any material changes to the schedule will be subject to the Change Control process as outlined in this document.

Upon starting the project, the HARRIS project manager will collaborate with CLIENT Project Manager to baseline the project schedule.

Payment Milestones

Below is a list of the payment milestones for this project. CLIENT agrees to pay the milestones upon completion of the mapped deliverables according to the defined acceptance criteria in this document for each deliverable.

MP#	Payment Milestone Description	Invoice Amount	Deliverable ID	Deliverable Name
MP01	Project Planning & Setup	\$9,225.00	1.01	Project Planning & Setup
MP02	Testing Support - Month 1	\$9,900.00	1.02	Testing Support - Month 1
MP03	Testing Support - Month 2	\$9,900.00	1.03	Testing Support - Month 2
MP04	Testing Support - Month 3	\$9,900.00	1.04	Testing Support - Month 3
MP05	Testing Support - Month 4	\$9,900.00	1.05	Testing Support - Month 4
MP06	Mock Go Live	\$5,850.00	1.06	Mock Go Live
MP07	Go Live Services	\$5,850.00	1.07	Go Live Services
MP07	Support Transition & Project Close (1 week)	\$5,400.00	1.08	Support Transition & Project Close (1 week)
MP08	Environment Installation	\$5,400.00	2.01	Portal Installation
MP09	Portal Discovery & Configuration	\$4,050.00	3.01	Portal Discovery & Requirements Documentation
			3.02	Base Portal Configuration
MP10	Payment Processor Integration Configuration	\$3,600.00	3.03	Payment Processor Integration Configuration
MP11	AMI/MDM Configuration	\$3,600.00	3.04	AMI/MDM Configuration
MP12	Customer Service Representative (CSR) & Administrator training	\$1,800.00	3.05	Customer Service Representative (CSR) & Administrator training

MP#	Payment Milestone Description	Invoice Amount	Deliverable ID	Deliverable Name
MP13	Smart Forms Discovery & Configuration	\$6,750.00	3.06	Smart Forms Discovery
			3.07	Smart Forms Configuration
			3.08	Smart Forms Training
	Project Total	\$91,125.00		

Connect Customers License

This Connects Customers License is part of and shall be governed by terms of the License Agreement, dated September 28, 2001, by and between N. Harris Computer Corporation ("Cayenta") and City of High Point, North Carolina.

For and in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

Payment Schedule for License	
Description	Amount Due
Connect Customers Licenses (due upon contract signing)	\$90,000.00
25% Annual Maintenance (from Go-Live) (pro-rated for first year) *	\$22,500.00
Total	\$112,500.00

*Maintenance is subject to annual increases, as per other HARRIS maintenance.

Assumptions

1. CLIENT network administrators will be responsible for the network connectivity between systems.
2. CLIENT is responsible for performing any required data refreshes.
3. CayStone will be used to manage incidents.
4. CLIENT is responsible for creating and executing integrated testing scripts, with support from HARRIS.
5. Training of the functionality of CLIENT's existing Cayenta CIS system is not included, as a certain amount of application knowledge is assumed for the CLIENT users who are performing integrated testing.
6. This project excludes any modifications to CIS letters, reports, or bill print. If necessary, an estimate will be provided and follow the Change Control Process noted in this SOW.

Overall Terms & Termination

Terms and Conditions

1. Pricing is fixed for scope as defined by this document unless it is noted as Time and Material in the Table of Services and excludes any applicable taxes.
2. Additional services deemed out of scope (per this document) will be billed at \$245 per hour and will require documentation from HARRIS and the CLIENT and compliance with the [Change Control Process](#).
3. CLIENT will provide a direct connection to the Server on which the database resides.
4. CLIENT will provide any necessary infrastructure for the project.
 - a. Provide a stand-alone server for product installation.
 - b. Provide a database server for the product database.
 - c. Configure network security for connectivity between Connect Customers Portal server, database server and email server.
 - d. Provide team with remote access to required servers for the duration of the project.
 - e. Provide hardware and application server specifications in advance of software installation.
5. This SOW excludes costs for and data refreshes. If any necessary data refreshes are required and cannot be managed by CLIENT ([see assumption 2](#)); assistance from HARRIS will be considered outside of scope and will follow the [Change Control Process](#).
6. Both HARRIS and CLIENT will ensure members are available on dates agreed to and scheduled.
7. Change Orders will be created for any tasks that are requested outside the scope of the project and will follow the [Change Control Process](#).
8. All project work is planned as remote.
9. Hardware costs are priced/managed directly by CLIENT.
10. HARRIS reserves the right to pause work upon notification to CLIENT if HARRIS invoices become aged greater than 60 days.
11. In the event CLIENT terminates this Agreement, CLIENT shall be invoiced for work done to date as of notification and CLIENT will pay all outstanding Fees and other amounts owing to Harris under this Agreement.

Termination

Unless HARRIS and/or CLIENT exercises its right to terminate this Statement of Work due to material breach or default, HARRIS must provide, and the CLIENT must purchase, Services from HARRIS for the items defined within this Statement of Work.

The CLIENT obligations include the following:

1. Complete payment for services performed and expenses incurred prior to termination including:
 - a. Any amount previously invoiced but unpaid.
 - b. Fees for services performed through termination date which have not been invoiced; and
 - c. Any approved Travel and Living costs incurred.

If HARRIS terminates this Statement of Work without cause, then it shall:

1. Provide notice of 10 calendar days for termination without cause.
2. Refund to the CLIENT any fees that have not been earned under this Statement of Work through the termination date.

Under no circumstances shall HARRIS be liable for any special, indirect, consequential, punitive, or incidental damages of any kind, including but not limited to loss of revenue, loss of profits, loss of business opportunity, loss of data arising out of or in connection with this scope statement, even if HARRIS has been advised of the possibility of such damages. In any event, HARRIS shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by HARRIS under this Statement of Work.

Appendix A: Incident Priority Definitions

HARRIS and CLIENT agree to use the following priority definitions when prioritizing incidents logged during the project.

Priority 1 – Critical

- System Down (Software Application, Hardware, Operating System, Database)
- Application errors without workarounds that prevent testers from testing
- Incorrect calculation errors impacting a majority of data
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes
- Performance issues impacting critical processes
- Critical incidents assigned back to CLIENT need to be validated within a business day.
- Data Security issues

Note: the existence of a reasonable work-around precludes a Priority 1 or Priority 2 issue in mostcases.

Priority 2 - High

- Application errors that have workarounds impacting business, but the workaround is either complex or time consuming and significantly affects productivity after go-live.
- Calculation errors impacting a minority of records
- Report generation failures impacting critical processes
- Report calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- High Priority incidents assigned back to CLIENT need to be validated within 2- 3 business days.

Priority 3 – Medium

- Application errors/issues that have workarounds impacting business, but the workaround is either complex or time consuming
- Report formatting issues
- Issues with workarounds for large majority of accounts
- Some recommendations for enhancements on application changes
- Performance issues not impacting critical processes
- Usability issues
- Medium Priority incidents assigned back to CLIENT need to be validated within 5 business days.

Appendix B: Change Control Process

The "Change Control Process" governs changes to the Project parameters (scope, schedule, budget, quality, risk) during the life of the Project. Change Orders can be requested by HARRIS or CLIENT; however, all Change Orders must be approved in writing by both HARRIS and CLIENT before any changes are formally accepted into the project.

No Change Order shall become effective unless mutually agreed to in writing by both parties. No work, other than estimating, will be performed on a Change Order by HARRIS until sign off has been obtained by the parties. There will not be fees charged by HARRIS to provide estimates for Change Orders.

To effectively control changes to the project, HARRIS uses an industry standard Change Control process to assess all impacts of a potential project change. The Change Control process is described below:

Change Request Submission

CLIENT and/or HARRIS identify a need for a change to the project and submit a request. It is expected that the party raising the request will provide as much relevant information as possible at the time of raising the request to support proper impact assessment activities.

Such a request must be in writing and identify the business and other reasons for the requested change and the impact it would have if the change were agreed upon, which may include Budget, Deliverables, Milestone Payments, Schedule, Risks, and Resources.

Change Request Assessment

HARRIS and CLIENT Project Managers will assess the potential change and the impact on budget, schedule, quality, resources, and risks. Where applicable, options will be defined and documented.

Change Order (document)

The HARRIS Project Manager will prepare a formal Change Order document and submit it to CLIENT for review. The Change Order document will contain at a minimum:

- Business reason/justification for the change
- Detailed description of the change
- Impact assessment of the change
- Any payment milestone revisions impacted by the change (projected billing dates and invoice amounts)
- Project impacts of not approving the change

Any Deliverables that have already been completed and accepted by the CLIENT that are subsequently altered because of a Change Order must be appropriately revised, pursuant to the Change Order, with the change number and date noted. An updated version of such a Deliverable will then be signed and stored with the project documentation.

CLIENT and HARRIS will review the Change Order for approval or rejection.

Change Order Review Period

After any request for a Change Order is made, the parties will have five (5) business days, or any additional, mutually agreed upon period, to consider the request (the "Change Order Review Period").

The Change Order Review Period will commence the day the Change Order request is received in writing by the party being asked for the Change Order. During the Change Order Review Period, HARRIS will provide the CLIENT with all information material to the requested Change Order, regardless of which party initiated the Change Order, including but not limited to any additional fees that would be incurred, the impacts on the relevant Deliverables, and any alteration of the MS Project Schedule that would result if the Change Order were agreed to. HARRIS will also, during the Change Order Review Period, provide a time and materials or a Fixed Price cost based on the CLIENT's desired pricing model.

During the Change Order Review Period, the CLIENT will provide HARRIS with any information reasonably requested by HARRIS to evaluate any Change Order requested by CLIENT.

Change Order Approval

If both the CLIENT and HARRIS agree to the change, all relevant terms shall be documented in the Change Order. Any charges not already specified in the Statement of Work, or which are different than those in this Statement of Work will be noted in the Change Order. Any additional services performed by HARRIS because of a Change Order will require the payment to HARRIS of additional fees as agreed.

Upon approval, CLIENT and HARRIS will sign the Change Order document and have the executed copy stored in the project document repository.

Change Order Rejection

If agreement on a requested Change Order does not occur by the end of the Change Order Review Period, the change order is considered rejected. At this point, either party may initiate the conflict resolution process set forth in this Statement of Work regarding the requested Change Order, unless the change solely regards a Deliverable that was completed and accepted before the request for the Change Order was made.

Change Request/Change Order Log

HARRIS will maintain an ongoing log of all Change Orders during the life of the project. This will be accessible to CLIENT.

Conflict Resolution Process

HARRIS recommends three levels for conflict escalation:

1. Project Managers to
2. Sponsors/Director to
3. Executive (VP, EVP, GM).

One representative from HARRIS and representatives from CLIENT are designated at each level. All issues must be in written form – providing details, impacts and alternative resolutions. If the parties are unable to resolve a dispute through this informal process, then they will follow the formal Dispute Resolution process that is set forth in the Software Implementation Services Agreement.

Appendix C: Product Scope

This section will outline the product-specific scope items that CLIENT will be receiving upon delivery of this project.

Configuration Stage	Scope Item	Details
Base	<u>Site Registration:</u> Ability for customers to register for account access. An email confirmation will be sent to customers to validate their registration request. A welcome email will be sent after confirmation.	Online form for customer to enter: ○ Username ○ Password ○ Security Question/Answer ○ Paperless billing opt-in ○ Email consent opt-in ○ First name/Last name ○ Email ○ Telephone ○ Mobile ○ Account Number ○ Either Mailing Address Zip or Service Address ZIP ○ Google reCAPTCHA v2 ○ Accept Terms & Conditions Email addresses will be allowed on multiple profiles. ○ This affects Guest Access invites. ○ If the email used on the invitation is not unique in the Portal, then that Guest cannot be invited. Accounts will be allowed on multiple login profiles. Verification email template. Online account welcome email template.
Base	<u>Reset Password:</u> Ability for customers to reset their forgotten password or disabled login.	Online form for customer to enter email address. Email template with encrypted link to reset password workflow where customers will need to enter a response to their security question. Successful answers will allow customers to enter a new password with a password strength indicator.
Base	<u>Forgot Username:</u> Ability for customers to request a forgotten username.	Online form for customers to enter Account Number and Mailing Address Zip Email template with username reminder.
Base	<u>Login:</u>	

Configuration Stage	Scope Item	Details
	Login page for customers to access the portal.	Online form for customers to enter username and password for site access. User authentication will be carried out against the SilverBlaze Portal user registry with SSO into the Paymentus portal. Links to: ○ registration, ○ reset password, ○ forgot access code, ○ contact us, Quick/One-time Pay option that will link to Paymentus one-time payment page. Messaging for site features and various corporate programs.
Base	<u>Customer Dashboard:</u> Show a dashboard after login containing a summary of the customer account information.	Ability to view and select multiple accounts linked to the site login. Navigation tabs providing access to various site features based on the customer type. Selected account details showing: ○ Account number, ○ Service address, ○ Customer name, ○ Account balances ○ Payment plan, ○ Installment payment details My Alerts Current Bill section showing: ○ Current balance, ○ View current bill button, ○ Pay bill button, ○ Pre-authorized payment messaging if applicable, My Recent Usage section showing: ○ Usage on current bill ○ Usage on previous bill

Configuration Stage	Scope Item	Details
		○ Amount of usage more or less than previous bill ○ Reasons why usage is higher or lower (number of billing days and/or average temperature) ○ Link to view more history My Recent Account Activity section showing a table of the 5 most recent transactions for the account. Columns can include: ○ Transaction date ○ Description ○ Amount ○ Balance ○ Link to view all transaction history My Smart Meter Activity section showing: ○ Current billing period usage ○ Predicted usage for current bill Left Carousel showing carousel slides specific to CLIENT activities and programs. Right Carousel showing carousel slides specific to CLIENT activities and programs. Rate this page comments and star ratings.
Payment Processor	Bills & Payment: Show account billing history with the ability to view PDF bills and pay bills online via SSO integration with Paymentus payment portal. Notifications to customers for new bills, payment reminders and late payments also managed by Paymentus.	Show a listing of bills available online for the current account. My Electronic Bills section listing details can include: ○ View bill button ○ Bill Date ○ Bill Amount ○ Due Date Pay Bill section showing: ○ Current Balance ○ Pre-authorized payment enrollment messaging if applicable ○ <u>Pay My Bill</u> button that links to Paymentus. ○ <u>Auto Pay</u> button that links to Paymentus. ○ <u>Paperless Bills</u> button that links to Paymentus.

Configuration Stage	Scope Item	Details
Base	<u>Payment Activity:</u> Show account payment history showing activity with the ability to download details in spreadsheet format.	Show a listing of payments for the current account. Your Payment Details section can include: ○ Payment date ○ Description ○ Amount ○ Balance ○ Download to spreadsheet button will generate a CSV file for customers to download.
Base	<u>Billed Usage (Non-Smart Meter) Usage:</u> Show billed usage (non-smart meter) reading details for utility services in an interactive chart with reading details available in a table format. Provide the ability to download reading details in spreadsheet format.	Show navigation buttons for access to utility services based on the customer profile. Usage Report Subscription button allows customers to subscribe to the portal reporting service where usage reports and attachments can be emailed on a selected schedule. NOTE: Usage Report Subscriptions are dependent on utility usage nightly extract file implementation. My Events section includes: ○ Allow customer to define events that mark important dates that could impact usage. Events can be shown on the chart as annotations. Interactive Chart section can include: ○ Dropdown select list of meters attached to the current account. ○ Usage summary tiles for lowest usage, highest usage, and average usage for the past X months. Tile details will show usage units, cost, and billing period. ○ Consumption bar chart showing monthly reads and temperature overlays – average temperature, humidity, and precipitation. Consumption Details table section can include: ○ Meter ID ○ Reading date ○ Description ○ Consumption ○ Download to spreadsheet button will generate a CSV file for customers to download.

Configuration Stage	Scope Item	Details
AMI/MDM	<u>Smart Meter Usage Charts:</u> Show smart meter usage details for daily and hourly summaries in an interactive chart	Show navigation buttons for daily and hourly details. My Events section includes: ○ Allow customer to define events that mark important dates that could impact usage. Events can be shown on the chart as annotations. Smart Meter Consumption Inquiry section can include: ○ Smart Meter data retrieved from SmartWorks/Compass via API ○ Default view to daily consumption chart showing most recent 30 days by default. ○ From and to date select calendars where customers can change the inquiry dates and consumption details. ○ Consumption bar charts showing water consumed and temperature overlays – average temperature, precipitation, and heating/cooling degree days. ○ Clicking/tapping a bar on the chart will open corresponding days 24 hourly consumption details with next and previous day navigation. ○ Download to spreadsheet button will generate a CSV for customers to download. ○ Display Demand register reads, if available.
AMI/MDM	<u>Smart Meter Usage Downloads:</u> Allow customers to download smart meter usage details to CSV spreadsheet format. Customers should be able to select daily/hourly detail and the desired date range.	Download Settings section will include: ○ Level of detail either hourly or daily ○ From and To date range Download Format section will include: Spreadsheet (CSV)
Base	<u>Compare Last Bill:</u> Similar to My Recent Usage widget on the dashboard with the ability to compare other read dates.	Compare Last Bill section showing: ○ Dropdown select list of meters attached to the current account. ○ Dropdown select list for Amount or Value inquiries where Amount presents the usage in dollar amounts and Value presents usage in Service values. ○ Dropdown select list of billing periods available for inquiry.

Configuration Stage	Scope Item	Details
		○ Usage on current bill ○ Usage on previous bill ○ Amount of usage more or less than previous bill ○ Reasons why usage is higher or lower
Base	<u>Compare Usage to Last Year:</u> Show customers their usage this year and how it compared to last year along with temperature overlays	Compare Usage to Last Year section can include: ○ Dropdown select list of meters attached to the current account. ○ Dropdown select list for Usage inquiries where value presents usage in Service values. ○ Interactive chart showing consumption bars for the billing periods this year and last year. ○ Weather overlays for current and previous year – average temperature, humidity, and precipitation.
Base	<u>Service Requests:</u> Show account service request summary with the ability to download details in spreadsheet format.	Show a listing of service requests for the current account. Your Service Request Summary section can include: ○ Request date ○ Request Number ○ Request Type ○ Status ○ Download to spreadsheet button will generate a CSV file for customers to download.
Base	<u>Profile – My Profile:</u> Provide a facility for customers to manage their portal login profile to change personal details, add/remove accounts and set various alerts.	My Account Profile section can include: ○ Username ○ First & Last Name ○ Security question and answer ○ Email ○ Telephone & Extension ○ Mobile ○ E-Billing (paperless) opt-in/out ○ Email consent opt-in/out ○ Password with password indicator Account Access List section includes: ○ Add account – Account Number and Zip Code ○ Favorite account selector/indicator ○ Account Number ○ Nickname ○ Service Address

Configuration Stage	Scope Item	Details
		My Subscriptions section can include: ○ Subscription button to sign-up, change or unsubscribe to the report. ○ Report name ○ Subscription settings ○ Last Sent – date and time ○ NOTE: Subscriptions are dependent on usage nightly extract file implementation Show Current notifications available to Smart Meters where can send notifications based on customer settings. Customers will be able to set their notification preferences via APIs to surface settings on the portal. Smart Meter: ○ Usage threshold preferences. ○ High Usage alert preferences. Show leak detection notification settings where the SilverBlaze portal will send notifications and show dashboard widget alerts. Leak Notifications ○ Leak Alert preferences ○ Data for leak detection will be retrieved from SmartWorks/Compass via API
Base	<u>Profile – Guest Access:</u> Provide a facility for customers to invite and manage guest users for online access to their accounts.	Invite someone for Guest Access section includes: ○ Account number dropdown list ○ Guest Email ○ Access Settings You have granted Guest Access section includes: ○ Account Number ○ Guest Email ○ Guest Status ○ Access Details You have been invited as a Guest section includes: ○ Account Number ○ Name ○ Access Details

Configuration Stage	Scope Item	Details
Smart Forms	<u>Smart Forms:</u> HARRIS will provide the following standard Smart Forms as part of this implementation	Public Facing Form - New Customer Sign-Up [for utility service] Forms Requiring Login - Disconnect Service - Transfer Service - Update Mailing Address / Phone Number - Service Request (simple)
OMS	<u>OMS Interface:</u> HARRIS will interface with the CLIENT outage management solution (OMS) provider (DataVoice)	- Configure the solution to interface with the OMS solution to provide web presentment of city-wide outage information to the end user. - This interface requires the availability of AMI data.

Appendix D: Customer Engagement Portal Hardware and Software Requirements

SilverBlaze Customer Portal Server Requirements:

Low Volume Portal:

(For smaller towns with less than 50k accounts)

Minimum Web Application Server Hardware:

Processor: 2 CPU / Cores @ 2-3 GHz)

Memory (RAM): 16.0 GB

Disk Space: 150 GB

Minimum DB Server Hardware:

Processor: 2-4 CPU / Cores @ 2-3 GHz)

Memory (RAM): 24.0 GB

Disk Space: 300 GB

Medium Volume Portal (Recommended):

Minimum Web App Server Hardware:

Processor: 4 CPU / Cores @ 2-3 GHz)

Memory (RAM): 32.0 GB

Disk Space: 200 GB

Minimum Database Server Hardware:

Processor: 4-8 CPU / Cores @ 2-3 GHz)

Memory (RAM): 32.0 GB

Disk Space: 400 GB

Server Software:

- One of the following operating systems:
 - **Windows Server 2019 or higher (recommended option)**
 - Linux – any current distribution
- One of the following Java Application Servers:
 - **Apache Tomcat (latest version)**
- One of the following HTTP Servers:
 - **Apache HTTP Server 2.4 (latest version)**
- One of the following Database Servers:
 - Microsoft SQL Server Express Version 2017 or higher (**recommended option**)
 - MySQL Server 5.7 or higher

Supported Browsers:

Browser Verified Version Support

Desktop

MS Internet Explorer: 11 until its end of life in Microsoft (June 15, 2022)

MS Edge: v104 or better

Google Chrome: v100 or better

Firefox: v100 or better

Safari: v14 or better

iPhone/iPad: The latest iOS version

Android: Android 10 and higher

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Contract for Purchase of Pierce Fire Apparatus	
FROM: Thomas Reid, Fire Chief	MEETING DATE: August 21, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: HGAC Contract	

PURPOSE:

High Point Fire Department replacement of a 2008 Pierce Arrow XT Pumper.

BACKGROUND:

In accordance with National Fire Protection Association (NFPA) 1901, Standard Automotive Fire Apparatus, the City of High Point adopted a 15-year Fleet Replacement Plan for fire apparatus.

The Fire Department is currently using one (1) 2008 Pierce Arrow XT Pumper as front-line apparatus. This apparatus has well over 134,000 road miles and 11,000 pump/engine hours that is used daily for emergency response throughout the city and contracted service agreement areas.

The 2008 Pierce Arrow XT Pumper will be replaced with a 2024 Pierce Saber and has a purchase price of \$919,593.00. Upon delivery of the new pumper, the 2008 Pierce Arrow XT Pumper will be transferred to reserve status.

BUDGET IMPACT:

Funding is available in the 2023-24 budget appropriated by City Council.

RECOMMENDATION/ACTION REQUESTED:

Using the Houston-Galveston Area Council (HGAC) cooperative contract, the High Point Fire Department requests Council's approval for the purchase of a 2024 Pierce Saber Pumper from Atlantic Emergency Solutions in the amount of \$919,593.00 and that the appropriate City official and/or employee be authorized to execute all necessary documents. Once the receipt of purchase order, the expected delivery could range from 12-14 months.



CITY OF HIGH POINT AGENDA ITEM





FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Fire Department

COUNCIL AGENDA DATE: August 21, 2023

BID NO.: HGAC CONTRACT NO.: FS12-19vc06 DATE OPENED: N/A

DESCRIPTION:

2024 Pierce Saber Pumper

PURPOSE:

High Point Fire Department has a 2008 Pierce Arrow XT Pumper that is in need of replacement due to increased maintenance concerns. This apparatus combined have well over 134,000 road miles and 11,000 pump/engine hours.

COMMENTS:

The 2008 Pierce Arrow XT Pumper will be replaced with a 2024 Pierce Saber Pumper and has a purchase price of \$919,593.00.

RECOMMEND AWARD TO: Atlantic Emergency Solutions AMOUNT: \$919,593.00

JUSTIFICATION:

The Fire Department is currently using one (1) 2008 Pierce Arrow XT Pumper as a front line apparatus. This apparatus has well over 140,000 road miles and 15,000 pump/engine hours that is used daily for emergency response throughout the City.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101352	533101			\$919,593.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Thomas Reid Digitally signed by Thomas Reid
DN: cn=Thomas Reid, o=City of High Point, ou=High Point
Fire Department, email=thomas.reid@highpointnc.gov, c=US
Date: 2023.08.09 16:16:26 -0400 DATE: August 9, 2023

The Purchasing Division concurs with recommendation submitted by the [redacted] and recommends award to the lowest responsible, responsive bidder [redacted] in the amount of \$ [redacted].

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon
Date: 2023.08.09 16:49:49 -0400 DATE: 8/9/2023

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn
Date: 2023.08.09 16:57:08 -0400 DATE: 8/9/2023

CITY MANAGER: [redacted] DATE: [redacted]

07/27/23

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of High Point		Contractor:	Atlantic Emergency Solutions	
Contact Person:	Chief Thomas Reid		Prepared By:	Jack Jackson	
Phone:	336-883-3358		Phone:	757-234-7424	
Fax:			Fax:		
Email:	thomas.Reid@highpointnc.gov		Email:	jjackson@atlanticemergency.com	
Product Code:	FS19vc06	Description:	Pierce Saber, Four door, Full Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid Mounted Pumper		

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	\$625,312.00
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B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	\$264,080.00
		Subtotal B:	\$264,080.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary

Description		Cost	Description		Cost
			Subtotal From Additional Sheet(s):		\$28,201.00

						Subtotal C:		\$28,201.00					
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).						For this transaction the percentage is:			3.17%				
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)													
Quantity Ordered:		1		X Subtotal of A + B + C:		917593		=		Subtotal D:		\$917,593.00	
E. H-GAC Order Processing Charge (Amount Per Current Policy)										Subtotal E:		\$2,000.00	
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation													
Description				Cost		Description				Cost			
Chassis Pre-Payment Discount													
100% Pre-Payment Discount													
Trade-in Allowance										Subtotal F:		\$0.00	
Delivery Date:				Dec-24		G. Total Purchase Price (D+E+F):						\$919,593.00	

Pulse			Published	Unpublished
Number	Qty	Description	Options	Options
102	1	Add Frame Liner Custom	\$2,788.00	
106	1	upgrade to 27,000# rear axle	\$6,719.00	
127	1	Mud Flaps	\$840.00	
128	1	Wheel Chocks and Mounts	\$1,552.00	
109	1	TAK-4 Suspension	\$21,761.00	
129	1	Disc Brakes Front	\$2,969.00	
134	1	Air inlet-outlet	\$967.00	
135	1	Additional Air Tanks	\$516.00	
136	1	12 or 120 volt air compressor	\$2,480.00	
151	1	Aggressive Down shift	\$191.00	
159	1	Add Extended Bumper	\$3,122.00	
161	1	Bumper tray with cover	\$1,294.00	
170	1	Raised roof, custom cab	\$3,207.00	
173	1	Stainless Door Jamb Scuffplates	\$964.00	
174	1	Mounting plate on engine tunnel	\$674.00	
179	1	Safety System	\$13,726.00	
180	1	Driver Safety Seat	\$1,406.00	
181	4	SCBA Safety Seat	\$7,036.00	
186	1	EMS Compartment in Cab	\$4,282.00	
188	4	Upgrade SCBA Bracket to Hands Free	\$4,100.00	
208	11	Spare 12 volt power (each)	\$2,673.00	
240	1	Kusssmaul Charger	\$2,478.00	
245	1	Auto-eject 20 amp	\$733.00	
253	1	LED cab lighting	\$1,300.00	
254	1	LED body perimeter additional	\$2,913.00	
255	1	LED Headlights	\$3,289.00	
256	6	12 volt LED Scene - A	\$10,494.00	
266	1	Tail lighting LED Upgrade	\$2,240.00	
272	1	Flush back body option	\$1,638.00	
276	1	Hose Bed Cover, Vinyl	\$1,145.00	
278	3	Additional Hosebed Divider	\$2,175.00	
279	1	NY Hose Bed	\$4,759.00	

285	1	Long Pumper body	\$4,666.00	
297	1	LED Compartment Lighting premium	\$5,420.00	
293	1	Ladder Storage next to tank	\$6,474.00	
298	1	Increase Booster Tank to: 1000 Gallons	\$2,282.00	
310	9	Adjustable Compartment shelves	\$2,412.00	
312	1	Swing-out tool board	\$3,178.00	
314	1	Slide-out floor tray	\$1,126.00	
319	2	Pegboard in compartment	\$1,966.00	
325	2	SCBA Cylinder storage in fender panel single (each)	\$1,820.00	
326	1	SCBA Cylinder storage in fender panel double (each)	\$1,525.00	
334	1	Increase Pump from 1250 to 1500 gpm	\$8,244.00	
338	1	Add Mechanical Seal to Pump	\$1,199.00	
342	2	add 2.5" suction inlet	\$3,954.00	
344	1	2.5" Discharge front bumper	\$4,174.00	
347	1	Add Front Suction Inlet 4-6"	\$9,694.00	
350	2	2.5" Discharge	\$4,836.00	
353	1	Add Large Diameter Side Discharge	\$7,669.00	
364	1	Add Hinged-Type Aluminum Cover to Crosslay (per set of 2)	\$1,000.00	
369	1	Hose Reel, above pump w/ 150' Hose	\$5,004.00	
378	1	Pierce Husky 3, Single Agent (3) discharges	\$16,064.00	
382	1	Foam Cell 20 Gallons	\$2,128.00	
390	1	Airhorn at activation pump panel	\$247.00	
393	1	Tank level LED (Individual lights)	\$3,796.00	
403	1	LED Emergency Light Package	\$19,046.00	
422	1	Q2B Siren	\$5,867.00	
429	1	Traffic Directing light bar "B"	\$3,726.00	
495	1	Two-tone Cab paint	\$4,383.00	
497	1	E-Coat Under body Chassis	\$2,952.00	
500	1	Pump Panel Drawing	\$1,677.00	
506	1	Graphics Upgraded 4	\$11,120.00	
HP1	1	Upgrade Rear Tires	\$0.00	\$1,389.00
HP2	1	Extended Cummins Warranty	\$0.00	\$5,000.00
HP3	1	Shelf in Hosebed		\$900.00
HP4	2	Running Board hoesetrays	\$0.00	\$2,263.00

HP5	1	Front Body Steps	\$0.00	\$1,363.00
HP6	1	Front Inlet Chrome Swivel	\$0.00	\$3,286.00
HP7	1	Travel		\$14,000.00
HP8				
HP9				
Base Bid			\$625,312.00	
Published Options			\$264,080.00	
Total Published Options			\$889,392.00	
Unpublished Options			\$28,201.00	3.17%
Total Options w/o HGAC Fee			\$917,593.00	

F. Airport Rescue Fire-Fighting Vehicles	
FS19UF01	Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (375/750 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (1500 gal.), Foam Tank Capacity (210 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)
FS19UF02	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)
FS19UF03	Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)
FS19UF03R	Striker 6x6 2-Door Hybrid Aluminum Cab Replacement unit to ther UF03 8X8 Conventional
FS19UF04	Oshkosh New Generation Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi), dual engine driveline
FS19UF05	Oshkosh Stinger Class 2 ARFF vehicle; 2-Door Ford 4x4 F550 Cab/chassis, 2 Passenger Seating, Bumper Turret, one (1) twin agent handline, Water Tank Capacity (300 gal.), Foam Tank Capacity (40 gal.), Dry Chemical 500 pounds.
FS19UF06	Oshkosh H-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 50,000 GVWR, Single Axle
FS19UF07	Oshkosh HT-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 55,000 GVWR, Single Axle
FS19UF08	Oshkosh P-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 51,000 GVWR, Single Axle
V. Pierce	
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)	
FS19VA01	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Steal Rear-Mounted Telescoping Ladder (500#)
FS19VA02	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 75' Steal Rear-Mounted Telescoping Ladder (500#)
FS19VA03	Pierce Enforcer Chassis 4-Door 75' Aluminum Rear Mounted Telescoping Ladder, Formed Aluminum Body

FS19VA04	Pierce Arrow Chassis 4-Door 100' Aluminum Rear Mount Aerial, Aluminum Body, Tandem Axle
FS19VA05	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Rear-Mounted Telescoping Ladder
FS19VA06	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 107' Rear-Mounted Telescoping Ladder
FS19VA07	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 110' Rear-Mounted Telescoping Platform
FS19VA08	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 105' Rear-Mounted Telescoping Ladder (500#)
FS19VA09	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder with Platform
FS19VA10	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping Ladder with Platform (750#)
FS19VA11	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Tractor Drawn - Mid-Mounted Telescoping Ladder (#500)
B. Wildland Fire Apparatus (Brush Fire)	
FS19VB01	Pierce Brush Fire Apparatus, Ford F450, Formed Aluminum Utility Body
FS19VB02	Pierce Brush Fire Apparatus, Ford F-550 Mini Pumper 500 gpm, 300 tank
FS19VB03	Freightliner 4-Door 4 x 4 Wildland, 500 water, 1000 gpm Pump
C. Pumper Fire Apparatus	
FS19VC01	M2 Freightliner, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper
FS19VC02	IHC, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper
FS19VC03	KW, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper
FS19VC04	Peterbilt, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper
FS19VC05	Pierce Saber 4- Door Full Tilt Aluminum Cab, Ford Engine, Aluminum Body, 1250 gpm, mid-mounted Pump
FS19VC06	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper
FS19VC07	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper
FS19VC08	Pierce Velocity, 4- Door Full Tilt Cab, Aluminum Long Body, 1250 gpm mid-mounted Pump

FS19VC09	Pierce, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Electrification Body Pumper
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Rehab, Hazmat, Mobile Command Center	
FS19VD01	Ford F-550 4-Door, 12' Non-Walk-in Formed Aluminum Body
FS19VD02	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body
FS19VD03	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body
FS19VD04	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body
FS19VD05	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body
FS19VD06	Pierce Saber FR, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Encore Body 18.5'
FS19VD07	Pierce Enforcer 4-Door, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-in HDR Body
FS19VD08	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Non-Walk-in HDR Body
FS19VD09	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body
FS19VD10	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body
FS19VD11	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body
FS19VD12	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body
FS19VD13	Pierce Enforcer 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-in HDR Body
FS19VD14	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Walk-in HDR Body
FS19VD15	Pierce Velocity 2-Door, Aluminum Cab, Tandem Axle, Combination Formed Aluminum Body
FS19VD16	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Walk-in Communications Body
E. Pumper/Tankers & Tankers	
FS19VE01	Freightliner 2 Door, Single Axle Tanker, Aluminum Body w/2000 water & 500 pump
FS19VE02	IHC 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump
FS19VE03	Kenworth 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump

FS19VE04	Peterbilt 2dr Single Axle Tanker, Aluminum w/2000 water & 500 pump
FS19VE05	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted
FS19VE06	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted
FS19VE07	Freightliner 2dr, Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump
FS19VE08	IHC 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump
FS19VE09	Kenworth 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump
FS19VE10	Peterbilt 2dr Tandem Axle Tanker, Aluminum w/3000 water & 500 pump
FS19VE11	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker
FS19VE12	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker
FS19VE13	Pierce Velocity, 4-Door Aluminum Cab, Tandem Axle, Aluminum Pumper/Tanker 2000 Gallon Body, 1500 GPM Pump

FORM E - PUBLISHED OPTIONS		Procurement No.:	FS12-19
Offeror Name:	Siddons-Martin Emergency Group		
Notes: (Important)	1) Bid each Option on a single separate line. Bidder is responsible to identify each item with a specific code or part number. 2) Use a single Form E for ALL items. Add/Insert additional lines as necessary. 3) Completely describe each option, including manufacturer's code or part numbers as appropriate. Each item listed MUST have a unique code or part number. 4) Options which replace standard equipment on a base bid Item on Form D should be priced net of any credit due for the replaced item. 5) Options which are shown as upgrades/downgrades of a base bid item on Form D should be priced at the differential amount between the base bid item and the option. 6) You encouraged to offer specific manufacturer's catalogs (eg. Whelan, Fed Signal, etc.) as options, with 'List Less' or 'Cost Plus' percentages for pricing. Copy of catalog should be supplied w/bid.		
Note: Bidder must identify each option bid with an identifying Code or Part No. that should be referenced on all Contract Pricing Worksheets			
Code or Part No.	Option Description	May 1, 2023	
OSK-1	110 volt auxiliary air compressor with auto-eject shore power connection	\$2,910.00	
OSK-2	110 volt engine preheater with auto-eject shore power connection	\$755.00	
OSK-3	Battery charger with auto-eject shore power connection	\$1,034.00	
OSK-4	Air inlet at rear or on either side of cab with auto-eject connection	\$525.00	
OSK-5	Air outlet on either side of cab with 50' of hose and a tire gauge	\$204.00	
OSK-6	Air hose reel in upper compartment with 150' of 1/2" hose	\$3,842.00	
OSK-7	Alternating flashing feature for headlights "wig wag"	\$214.00	
OSK-8	Two driving and two fog lights	\$511.00	
OSK-9	LED ground lighting	\$683.00	
OSK-10	Monitoring and Data Acquisition System [MADAS]	\$10,569.00	
OSK-11	Two defroster fans in cab	\$177.00	
OSK-12	Additional seat (3 seats are standard)	\$1,236.00	
OSK-13	Upgrade to Smartdock hands' free SCBA bracket for one crew seat	\$676.00	
OSK-14	Add roof hatch access step in cab	\$961.00	
OSK-15	High output dual air conditioning	\$7,292.00	
OSK-16	Streamlight brand rechargeable flashlights in cab - qty 2	\$612.00	

OSK-17	Streamlight brand rechargeable flashlights in cab - qty 4	\$1,223.00
OSK-18	Medical storage compartment in cab	\$2,555.00
OSK-19	Power strip in cab with shore power provisions	\$937.00
OSK-20	Ladders with fixed mounting on roof - Duo Safety 900A-24 and Little Giant Model 26	\$3,233.00
OSK-21	Height adjustable roll-out shelf in lower storage compartment	\$987.00
OSK-22	Height adjustable fixed shelf in lower storage compartment	\$853.00
OSK-23	Slide out, tilt down tray in an upper compartment	\$1,423.00
OSK-24	Stowable step for upper compartment access	\$1,841.00
OSK-25	Storage for two spare SCBA cylinders in the cab	\$968.00
OSK-26	Driver and turret operator foot switches for siren and air horns	\$664.00
OSK-27	Rear vision camera system including a rear facing color camera mounted at the top rear of the vehicle	\$3,690.00
OSK-28	Forward Looking Infrared (FLIR) camera with pan and tilt	\$23,944.00
OSK-29	Digital recorder with forward facing camera	\$3,000.00
OSK-30	Continuous duty cycle central lubrication system	\$8,349.00
OSK-31	Spare tire and wheel	\$4,604.00
OSK-32	Central tire inflation/deflation system for 4x4 vehicle	\$33,606.00
OSK-33	Central tire inflation/deflation system for 6x6 vehicle	\$40,329.00
OSK-34	Central tire inflation/deflation system for 8x8 vehicle	\$47,048.00
OSK-35	Beadlocks for 4x4 vehicle including spare	\$3,285.00
OSK-36	Beadlocks for 6x6 vehicle including spare	\$4,929.00
OSK-37	Beadlocks for 8x8 vehicle including spare	\$6,568.00
OSK-38	Beadlock press	\$1,535.00
OSK-39	Bronze water pump housing in place of standard cast iron housing	\$12,957.00
OSK-40	Water/foam hose reel with 150' of 1.25" hose and 95 gpm nozzle in a lower compartment	\$11,239.00
OSK-41	Swing-out feature for hose reel	\$790.00
OSK-42	Limited structural panel on the left side - no suction connections	\$4,182.00
OSK-43	Structural panel with one 2-1/2" suction inlet, one 5" suction inlet and a priming pump on the LH side	\$6,688.00
OSK-44	Structural panel with one 2-1/2" suction inlet, one 5" suction inlet and a priming pump on the LH side with "Fill from Draft" provisions	\$7,460.00
OSK-45	One 2-1/2" foam / water producing discharge outlet with a bleeder valve on each side - 2 total	\$3,367.00
OSK-46	Two 2-1/2" foam / water producing discharge outlets with bleeder valves on each side - 4 total	\$6,216.00

OSK-47	Water tank shut-off	\$3,097.00
OSK-48	One 2-1/2" and 4-1/2" water tank fill connection on right hand side	\$2,469.00
OSK-49	550 lb. dry chemical system with fixed dual agent hose reel holding 100' of 1" twinned hose and a Hydro-Chem type nozzle in a lower compartment. Includes agent vessel and propellant system with system indicators in cab	\$34,763.00
OSK-50	Spare nitrogen cylinder for dry chemical system.	\$1,818.00
OSK-51	Foam transfer pump - electric	\$11,651.00
OSK-52	Foam transfer pump - pneumatic	\$5,453.00
OSK-53	Electronic foam proportioning system in place of standard fixed rate, around the pump foam proportioning system	\$25,843.00
OSK-54	375/750 gpm high volume, dual rate bumper turret in place of standard 300 gpm bumper turret - 4x4 only	\$7,259.00
OSK-55	375/750 gpm high volume, dual rate, low-attack type bumper turret in place of standard 300 gpm bumper turret - 4x4 only	\$30,793.00
OSK-56	625/1250 gpm high volume bumper turret in place of standard 300 gpm bumper turret - 6x6 and 8x8 only	\$7,259.00
OSK-57	625/1250 gpm high volume, low attack bumper turret in place of standard 300 gpm bumper turret - 6x6 and 8x8 only	\$30,793.00
OSK-58	Hydro-Chem type direct injection foam/water/dry chemical nozzle option added for any dual rate roof or bumper turret	\$7,867.00
OSK-59	Exterior mounted water and foam tank level lights each side	\$758.00
OSK-60	Compartment mounted water and foam tank level lights each side	\$506.00
OSK-61	One HID light on roof turret	\$640.00
OSK-62	One HID light on bumper turret	\$802.00
OSK-63	One LED spotlight on roof turret	\$857.00
OSK-64	One LED spotlight on bumper turret	\$1,062.00
OSK-65	Snozzle 50' High Reach Extendable Turret (HRET) with piercing nozzle in place of standard roof turret *(Available on Oshkosh 4x4, 6x6 and 8x8 chassis)	\$275,744.00
OSK-66	Snozzle 65' High Reach Extendable Turret (HRET) with piercing nozzle in place of standard roof turret. *(Only available on Striker 6x6, 8x8 vehicle)	\$327,864.00
OSK-67	One HID light on Snozzle boom end	\$802.00
OSK-68	One LED light on Snozzle boom end	\$1,062.00
OSK-69	Forward Looking Infrared (FLIR) camera on Snozzle boom end	\$22,935.00
OSK-70	Color video camera on Snozzle boom end	\$2,951.00
OSK-71	Undertruck nozzles	\$3,421.00

OSK-72	Winterization system for vehicle's firefighting compartments	\$15,334.00
OSK-73	460 lb. Halotron clean agent system with fixed hose reel holding 150' of 1" hose and a Halotron nozzle in an upper compartment. Includes agent vessel and propellant system with system indicators in cab.	\$37,229.00
OSK-74	Spare argon cylinder for Halotron I system.	\$1,753.00
OSK-75	10 Kw Onan hydraulic generator.	\$20,174.00
OSK-76	Two 110 volt 750 watt sidelights above windshield (Requires generator)	\$1,439.00
OSK-77	Two 110 volt LED sidelights above windshield (Requires generator)	\$5,002.00
OSK-78	Two 110 volt 1000 watt pneumatic telescoping sidelights on each side - four total (Requires generator)	\$10,479.00
OSK-79	Two 110 volt LED manually telescoping sidelights on each side - four total (Requires generator)	\$15,296.00
OSK-80	Two cab mounted HID worklights - 24VDC	\$1,194.00
OSK-81	Two cab mounted LED worklights - 24 VDC	\$1,415.00
OSK-82	Two HID worklights per side four total - 24VDC	\$2,023.00
OSK-83	Two LED worklights per side four total - 24VDC	\$2,645.00
OSK-84	Two HID worklights at rear - 24VDC	\$1,008.00
OSK-85	Two LED worklights at rear - 24VDC	\$1,320.00
OSK-86	110 volt electric cable reel in an upper compartment with 200' of 12/3 SO safety yellow cord. (Requires generator)	\$4,858.00
OSK-87	Two 110 volt duplex (straight/twist) receptacles on each side of truck in a lower compartment. (Requires generator)	\$468.00
OSK-88	Four red LED mini light bars in place of standard red LED beacons on roof	\$5,209.00
OSK-89	Four premium red LED mini light bars in place of standard red LED beacons on roof	\$10,181.00
OSK-90	Lower perimeter red LED warning light system with two front facing, two rear facing and three lights per side in place of standard warning lights	\$882.00
OSK-91	Premium lower perimeter red LED warning light system with two front facing, two rear facing and three lights per side	\$2,580.00
OSK-92	Lower perimeter emergency warning switch to disable lower emergency lights when needed	\$214.00
OSK-93	Eco EFP Foam Testing System (EFP Proportioner)	\$13,726.00
OSK-94	Eco EFP Foam Testing System (Poppet Proportioner)	\$30,194.00
H1	Lubrication data plate	\$71.00
H2	Pintle hook at rear	\$217.00
H4	Aluminum tool box frame mounted	\$2,148.00

H5	Auto lube system for chassis only	\$6,714.00
H7	Coolant heater 1500 watt block type	\$628.00
H8	Scania DC13 500hp drive engine lieu of 350hp	\$15,201.00
H9	Engine oil pan heater (includes both engines, if applicable)	\$255.00
H11	Side access drain valves for engine fluids (includes engine oil, coolant & hydraulic oil on both engines, if applicable)	\$630.00
H15	29,000 LB front axle capacity in lieu of 27,000 LB capacity	\$4,373.00
H16	26,000 LB rear axle capacity with All Steer in lieu of 23,000 LB non AS	\$34,047.00
H17	Shock absorbers for one axle	\$1,174.00
H18	Spare tire mounted on rim	\$3,496.00
H19	Air conditioning	\$11,206.00
H21	Deluge system for cab	\$2,321.00
H22	5lb fire extinguisher in cab	\$273.00
H23	Radio in cab - AM/FM/Weather/CD	\$725.00
H24	Premium heated hi back seat or driver	\$230.00
H26	Heated wiper blades front	\$1,762.00
H27	Side window wipers unheated	\$1,076.00
H28	Side window wipers heated	\$1,447.00
H29	Cab mounted defroster fans	\$351.00
H31	Rear view back up camera	\$898.00
H32	Amber plow lights on cab light bar	\$485.00
H33	HID lights - one pair - on cab light bar	\$1,212.00
BL-DEB	Standard "Dual Engine Blower" snow blower package - 550 hp auxiliary engine	\$472,645.00
BL-SEB	Standard "Single Engine Blower" snow blower package	\$451,422.00
BL-RB	Standard "Road Blower" snow blower package - 550 hp auxiliary engine	Deleted
BL1	670hp blower engine in lieu of standard 550	\$15,454.00
BL2	Aux engine oil pan heater	\$252.00
BL4	Spot cast chute - inc. 29K front and ballast bumper	\$22,642.00
BL5	Truck loading chute - inc. 29K front and ballast bumper	\$52,530.00
BL6	High speed blower system - variable torque ribbon motors (dedicated blower)	\$24,525.00
BL7	Hydraulic relief block	\$2,301.00
BL8	Add 18' broom head for multipurpose snow chassis	\$198,127.00

BR-XF	Standard front mount broom package - 350 hp auxiliary engine	\$433,022.00
BR1	Broom aux engine 500hp lieu of 350hp base	\$5,227.00
BR2	20 foot head in lieu of 18' head base	\$21,101.00
BR3	22 foot head in lieu of 18' head base	\$28,358.00
BR4	50/50 wire poly in lieu of all poly base	\$1,288.00
BR5	All wire in lieu of all poly base	\$1,577.00
BR8	Broom quick disconnect hoses	\$10,655.00
BR10	Marker lights on broom	\$1,020.00
BR11	Vibrator on broom head	\$3,696.00
BR12	Snow shed hood 18 foot length	\$12,465.00
BR13	Snow shed hood 20 foot length	\$13,117.00
BR14	Snow shed hood 22 foot length	\$13,654.00
HT1	Single side fuel fill	\$2,036.00
HT4	26,000 LB rear axle capacity with All Steer in lieu of 23,000 LB non AS	\$54,957.00
HT5	Rear tandem 46K LB capacity in lieu of single axle 23K	Deleted
HT6	Rear tandem 46K LB capacity with All Steer in lieu of single axle 23K	Deleted
HT7	500hp drive engine on HT lieu of base standard 350hp drive engine	\$5,227.00
HT8	Air conditioning	\$16,534.00
HT9	Cab deluge	\$4,196.00
HT10	Radio in cab - AM/FM/Weather/CD	\$1,474.00
HT11	Premium heated hi back seat or driver	\$1,095.00
HT13	Heated wiper blades front	\$1,628.00
HT14	Side window wipers unheated	\$1,650.00
HT15	Side window wipers heated	\$2,950.00
HT16	Cab mounted defroster fans	\$417.00
HT18	Rear view back up camera	\$4,291.00
HT19	Amber plow lights on cab light bar	\$574.00
HT20	HID lights - one pair - on cab light bar	\$1,513.00
HT21	Oshkosh XT towed broom 18' width, all poly, 350 HP aux	\$791,300.00
HT22	500 HP aux engine in lieu of 385 HP base	\$5,342.00
HT23	20 foot head in lieu of 18' head base	\$21,567.00
HT24	22 foot head in lieu of 18' head base	\$28,985.00
HT25	50/50 wire poly lieu of all poly base	\$5,342.00

HT26	All wire in lieu of all poly base	\$5,483.00
HT27	Broom aux engine oil pan heater	\$543.00
HT28	Broom aux engine block heater	\$555.00
HT30	Marker lights on broom	\$1,044.00
HT31	Vibrator on broom head	\$3,775.00
HT32	Snow shed hood 18 foot length	\$16,177.00
HT33	Snow shed hood 20 foot length	\$17,740.00
HT34	Snow shed hood 22 foot length	\$18,217.00
HT35	20' flared snow plow with Hand's Free Din Hitch, steel cutting edge	\$76,926.00
HT36	22' flared snow plow with Hand's Free Din Hitch, steel cutting edge	\$78,753.00
HT37	24' flared snow plow with Hand's Free Din Hitch, steel cutting edge	\$80,440.00
P1	6x6 chassis in lieu of 4x4, 51,000 pounds GVWR, 175" CT	Deleted
P2	Engine hp upgrade package	Deleted
P3	Engine brake	Deleted
P4	75-gallon fuel tank lieu of 50-gallon std	Deleted
P5	5-speed tranmission in lieu of 4-speed	Deleted
P8	26,000 LB rear axle capacity in lieu of 23,000 base	Deleted
P9	30,000 LB rear axle capacity in lieu of 23,000 base	Deleted
P11	26,000 LB rear axle capacity with All Steer in lieu of 23,000 base	Deleted
P12	46,000 LB tandem rear axle capacity with All Steer in lieu of base	Deleted
P13	Air suspension cab	Deleted
P14	Heated front wipers	Deleted
P15	Heated front windshield	Deleted
P16	Side window wipers	Deleted
P17	Power side windows	Deleted
P18	Air conditioning	Deleted
P19	Radio in cab - AM/FM/Weather/CD	Deleted
P20	High idle and cruise control	Deleted
P21	Alternator upgrade	Deleted
P22	Trailer electrical system	Deleted
P25	10-12 yd dump body (painted steel), 18' flared plow with hands free DIN hitch, central hydraulics (4x4 chassis)	Deleted

P26	V-box 14' Stainless Steel Spreader, twin spinner discs, 18' Flared Plow with hands free DIN hitch, 800-gallon de-icing tanks/pre-wet, central hydraulics, tarp system (Must select 6x6 Chassis above)	Deleted
101	Add Frame liner Commercial	\$1,989.00
102	Add Frame Liner Custom	\$2,788.00
103	Aerial Frame liner	\$6,267.00
104	Galvanized Frame structure	\$5,349.00
105	upgrade to 22,800# front axle	\$5,761.00
106	upgrade to 27,000# rear axle	\$6,719.00
107	upgrade to 31,000# rear	\$8,867.00
108	upgrade rear single axle to 33,500	\$9,772.00
109	TAK-4 Suspension	\$21,761.00
110	T3 Single Suspension	\$20,294.00
111	T3 Tandem Suspension	\$28,503.00
112	Change to Air Ride Suspension, Single	\$9,555.00
113	Change to Air Ride Suspension, Tandem	\$8,669.00
114	Change to Dynalastic Suspension	\$6,459.00
115	4 x 4 Option Commercial	\$35,008.00
116	4 x 4 Option Custom	\$46,549.00
117	Tire Chains - Rear Axle	\$5,930.00
118	Auto Lube, 22 point	\$7,392.00
119	Auto Lube Lincoln 34 Point	\$13,699.00
120	Aluminum Wheels Commercial (Split Rear)	\$1,292.00
121	Credit Custom Aluminum Wheels, front	-\$2,710.00
122	Credit Aluminum Wheels, Rear Single Axle	-\$4,768.00
123	Credit Aluminum Wheels Tandem Axle	-\$5,690.00
124	Spare Steel Wheel and Mounted tire	\$3,556.00
125	Electronic Tire Pressure Management	\$2,707.00
126	Safety Bands (pair)	\$2,671.00
127	Mud Flaps	\$840.00
128	Wheel Chocks and Mounts	\$1,552.00
129	Disc Brakes Front	\$2,969.00
130	Disc Brakes, Rear, Single	\$1,080.00

131	Disc Brakes, Rear, Tandem (per)	\$2,242.00
132	ABS upgrade to ESC/ABS/ATC	\$8,329.00
133	Collision Mitigation	\$3,702.00
134	Air inlet-outlet	\$967.00
135	Additional Air Tanks	\$516.00
136	12 or 120 volt air compressor	\$2,480.00
137	Brake fittings compression type	\$1,922.00
138	Cummins ISB 360 to ISL 330	\$4,574.00
139	Paccar 330 to 380	\$1,891.00
139	Cummins Remote Filter Mounting	\$3,495.00
140	Cummins Replacement L9 to X10	\$105,576.00
141	Cummins X10 TO X15	\$59,866.00
142	L9 Deleted to PACCAR 510	\$101,149.00
144	Ward No Smoke	\$12,000.00
145	Cummins x15 565 to 600 hp	\$12,481.00
146	Emergency Shutdown for Engine, Air w/ reset	\$2,702.00
147	1000 Watt Immersion Heater	\$798.00
148	Exhaust brake to Engine Brake Commercial	\$2,366.00
149	EVS 3000 TO 4000	\$12,915.00
150	EVS 4000 TO 4500 PR	\$15,099.00
151	Aggressive Down shift	\$191.00
152	Telma Retarder, Single Axle	\$20,266.00
153	Exhaust Extension Plymo or Nederman	\$888.00
154	Magnetic Grabber	\$1,328.00
155	Exhaust Diffuser - Care	\$888.00
156	Increase DEF Capacity	\$1,062.00
157	75 gallon fuel tank	\$1,620.00
158	Steering with controls	\$2,075.00
159	Add Extended Bumper	\$3,122.00
160	Add 26" Extended underslung Bumper	\$7,106.00
161	Bumper tray with cover	\$1,294.00
162	Bumper Sight Rod	\$828.00
163	Bumper compartment for Winch	\$2,407.00
164	Bumper Equipment Tray with cover	\$3,390.00

165	Bumper warning light recess	\$1,306.00
166	Linex Bumper Coating	\$822.00
167	Mirrors - change to Bus style cab corner	\$4,399.00
168	Mirrors - change to door mount bus style	\$3,437.00
169	Mirrors - change to One-Eleven style	\$3,126.00
170	Raised roof, custom cab	\$3,207.00
171	Extended Cab	\$7,410.00
172	Full height Cab doors - Raised Roof	\$3,041.00
173	Stainless Door Jamb Scuffplates	\$964.00
174	Mounting plate on engine tunnel	\$674.00
175	Electric Windows	\$2,830.00
176	Electric Door locks	\$1,648.00
177	110 Volt cab A/C	\$3,077.00
178	Danhard Style A/C	\$8,710.00
179	Safety System	\$13,726.00
180	Driver Safety Seat	\$1,406.00
181	SCBA Safety Seat	\$1,759.00
182	Bostrom Officer SCBA	\$2,280.00
183	Bostrom 2 F-Facing Crew	\$3,338.00
184	3 Seat to Crew (Commercial)	\$4,749.00
185	Clean Cab base option	\$2,063.00
186	EMS Compartment in Cab	\$4,282.00
187	EMS Compartment w outside access (each)	\$4,735.00
188	Upgrade SCBA Bracket to Hands Free	\$1,025.00
189	Cab step 2" larger mid and bottom	\$1,572.00
190	Handrail with LED Lighting Cab	\$771.00
191	Full height Cab doors - Raised Roof	\$2,562.00
192	Cab Windows Factory Tint	\$673.00
193	Commercial step upgrade package	\$1,765.00
194	Upgrade Freightliner M2-106 to M2-112	\$64,527.00
195	Upgrade International 2 door to 4 door	\$24,001.00
196	Upgrade to extended cab	\$15,478.00
197	Upgrade to Freightliner 2 door to 4 door	\$24,577.00
198	Upgrade Saber to Enforcer	\$13,378.00

199	Upgrade Enforcer to Impel	\$26,939.00
200	Upgrade Enforcer to Arrow	\$55,527.00
201	Upgrade Enforcer to Velocity	\$62,220.00
202	Upgrade Arrow to Velocity	\$21,804.00
203	Upgrade Arrow to Quantum	\$23,866.00
204	Upgrade Arrow to Dash CF	\$9,776.00
205	Velocity to Quantum	\$18,629.00
206	Upgrade Electrification Voltera per unit	\$509,856.00
207	Remote Control Spot Lights	\$2,009.00
208	Spare 12 volt power (each)	\$243.00
209	Radio with Weatherband	\$1,970.00
210	Additional MUX Screen	\$3,884.00
211	GPS Navigation and preplan capable	\$1,041.00
212	install Customer MDT with power wiring	\$1,414.00
213	Install Customer Antenna	\$117.00
214	Install Customer GPS	\$518.00
215	install Customer radio	\$1,285.00
216	install customer Knox	\$246.00
217	install customer drug vault	\$591.00
218	Medi-Kool mk18	\$8,951.00
219	2 Person Command Center Configuration	\$22,746.00
220	Roll Alert System	\$5,298.00
221	Camera System Rear only	\$1,928.00
222	Camera System, Sides and rear to mux	\$5,392.00
223	Camera System, Sides and rear to monitor	\$2,907.00
224	Camera System with DVR	\$4,148.00
225	Camera System interior cab and exterior body	\$10,643.00
226	Camera System Fotokite modem portable	\$58,119.00
227	Camera System Fotokite Compartment mounted	\$62,021.00
227m	Camera System Fotokite w modem Compartment mounted	\$64,769.00
228	Camera body to weatherproof panel monitor	\$1,959.00
229	Camera Stabilizer without laser	\$5,529.00
230	Camera, Stabilizer Placement with Command Zone Display with Laser	\$7,876.00

231	Intercom System (BASIC)	\$3,345.00
232	Intercom System (up to 6 position)	\$5,737.00
233	Intercom Wireless System	\$7,618.00
234	Intercom Headset - Wired	\$758.00
235	Intercom Headset - wireless	\$1,751.00
236	Idle Reduction Technology	\$5,391.00
237	IOTA Charger	\$1,584.00
238	Blue Sea 40 amp	\$2,298.00
239	Dual Pro Charger	\$1,347.00
240	Kussmaul Charger	\$2,478.00
241	Kussmaul Pump plus	\$3,612.00
242	Progressive p2180 (per unit)	\$2,414.00
243	Newmar Charger	\$2,666.00
244	Auto-eject 15 amp	\$700.00
245	Auto-eject 20 amp	\$733.00
246	Auto-eject 30 amp	\$1,662.00
247	Transfer switch	\$938.00
248	Sub Feed Box	\$538.00
249	Batteries 6 total	\$1,655.00
250	320 amp to 360	\$3,437.00
251	430 Amp Niehoff alternator	\$7,515.00
252	430 amp Delco alternator	\$5,310.00
253	LED cab lighting	\$1,300.00
254	LED body perimeter additional	\$2,913.00
255	LED Headlights	\$3,289.00
256	12 volt LED Scene - A	\$1,749.00
257	12 volt LED Scene - B	\$1,994.00
258	12 volt LED Flood Brow light A	\$2,680.00
259	12 volt LED Flood Brow light B	\$4,371.00
260	12 volt LED Hi-Viz Brow Full single	\$7,565.00
261	12 volt LED Hi-Viz Brow Double Lights	\$5,792.00
262	12 volt-Hi Viz LED (per light)	\$2,923.00
263	12 volt LED Flood Recessed or surface (per light) A	\$2,840.00
264	12 volt LED Flood Recessed or surface (per light) B	\$3,556.00

265	12 volt LED Flood Pole light (per light)	\$3,448.00
266	Tail lighting LED Upgrade	\$2,240.00
267	Tail Board Upgrade Package	\$2,426.00
268	Tanker Hose bed Package	\$6,194.00
269	Tanker folding tank storage manual	\$4,740.00
270	Tanker folding tank storage electric	\$13,047.00
271	Upgrade Tanker Step Package	\$2,372.00
272	Flush back body option	\$1,638.00
273	Rear step package with wrap bumper	\$3,601.00
274	Add Vinyl Cover for Crosslay Hose Bed	\$628.00
275	Hose Bed Cover, Aluminum	\$9,786.00
276	Hose Bed Cover, Vinyl	\$1,145.00
277	Hose Bed Cover, Roll-up	\$11,679.00
278	Additional Hosebed Divider	\$725.00
279	NY Hose Bed	\$4,759.00
280	PUC Body Configuration	\$17,377.00
281	Aerial body full depth per side	\$10,242.00
282	Pumper Body to Galvanneal	\$3,544.00
283	Pumper Body to Stainless	\$14,793.00
284	Aerial Aluminum to stainless body	\$22,762.00
285	Long Pumper body	\$4,666.00
286	Compartment door locks (each)	\$106.00
287	PUC Flip-out steps	\$1,300.00
288	Catwalk-Hatch Compartment, Each	\$4,799.00
289	Underbody Compartments, each	\$3,555.00
290	Add Right High Side Compartments	\$5,236.00
291	Add Electric / Hydraulic Ladder Rack	\$16,244.00
292	Full Height - Depth Compartments	\$7,744.00
293	Ladder Storage next to tank	\$6,474.00
294	Winch 12,000#	\$7,661.00
295	Winch 9000#	\$4,329.00
296	LED Compartment Lighting base upgrade lighting	\$2,830.00
297	LED Compartment Lighting premium	\$5,420.00
298	Increase Booster Tank to: 1000 Gallons	\$2,282.00

299	Increase Booster Tank to: 1250 Gallons	\$4,219.00
300	Increase Booster Tank to: 1500 Gallons	\$8,033.00
301	2.5" Direct Tank Fill to Main Intake	\$8,015.00
302	Rear Direct tank fill electric	\$6,823.00
303	Direct Tank Fill Manual	\$4,457.00
304	manual rear dump with 90	\$5,819.00
305	air-electric rear dump	\$7,078.00
306	air-electric side dump with extender (each)	\$11,265.00
307	trough - hard suction (each)	\$2,214.00
308	hard suction hose (each)	\$1,653.00
309	Mate Flex in Enclosed Compartments Per Shelf	\$171.00
310	Adjustable Compartment shelves	\$268.00
311	Slide-out tool board	\$2,255.00
312	Swing-out tool board	\$3,178.00
313	Slide-out tool board in tray	\$2,809.00
314	Slide-out floor tray	\$1,126.00
315	Tool board in Slide-out tray	\$2,235.00
316	Adjustable slide-out tray	\$968.00
317	Tilt-out adjustable tray	\$942.00
318	PacTrac in compartment	\$1,256.00
319	Pegboard in compartment	\$983.00
320	Vertical Partition	\$357.00
321	Horizontal Partition	\$396.00
322	3 Drawer C-Tech 24 wide	\$1,737.00
323	3 Drawer C-Tech 36 wide	\$3,176.00
324	4 Drawer C-Tech 48 wide	\$4,168.00
325	SCBA Cylinder storage in fender panel single (each)	\$910.00
326	SCBA Cylinder storage in fender panel double (each)	\$1,525.00
327	SCBA Cylinder storage in fender panel triple (each)	\$1,816.00
328	SCBA Storage in fender panel	\$1,461.00
329	Extinguisher Compartment	\$1,107.00
330	SCBA Storage Bins (each)	\$217.00
331	Add Dura Surf (per each)	\$140.00
332	Electric Cord Reel Compartment	\$909.00

333	750 GPM Pump to 1000 GPM Pump	\$3,445.00
334	Increase Pump from 1250 to 1500 gpm	\$8,244.00
335	Increase Pump from 1500 to 1750 gpm	\$2,720.00
336	Increase Pump from 1500 to 2000 gpm	\$5,329.00
337	add pump anodes (pair)	\$485.00
338	Add Mechanical Seal to Pump	\$1,199.00
339	Flow Meters, each	\$3,024.00
340	MIV Valves Electric with manual back-up (each)	\$10,381.00
341	Manual Ball Intake Valve	\$3,567.00
342	add 2.5" suction inlet	\$1,977.00
343	1.5" discharge front bumper	\$3,019.00
344	2.5" Discharge front bumper	\$4,174.00
345	Preconnect 1.5" with 2.0" plumbing - Speed or cross	\$3,241.00
346	Preconnect 2.5 or 3" plumbing - Speed or Cross	\$4,594.00
347	Add Front Suction Inlet 4-6"	\$9,694.00
348	Add Rear Suction Inlet	\$7,227.00
349	1.5" discharge	\$1,947.00
350	2.5" Discharge	\$2,418.00
351	3" Discharge	\$3,576.00
352	Add Large Diameter Rear Discharge	\$7,516.00
353	Add Large Diameter Side Discharge	\$7,669.00
354	add electric valve deluge plumbing	\$7,025.00
355	Dual voltage water heater with tanker	\$6,080.00
356	Extenda-gun 12"	\$5,456.00
357	Extenda-gun 18"	\$8,639.00
358	Electric Extenda Gun	\$9,897.00
359	Electric Deluge riser	\$9,441.00
360	Electric Deluge with foam by-pass	\$12,760.00
361	Wireless remote monitor	\$15,765.00
362	Provide (2) Speedlays IPO Crosslay with Rollers	\$7,529.00
363	Provide (2) Speedlays w/ Tray's IPO Crosslay with Rollers	\$12,091.00
364	Add Hinged-Type Aluminum Cover to Crosslay (per set of 2)	\$1,000.00
365	Add 1" Cargo Netting to cross/speedlay (2)	\$588.00
366	Crosslay roll-up door enclosure	\$4,368.00

367	Poly Tray additional	\$808.00
368	Hose Reel, Rear Compartment Mounted w/ 150' Hose	\$7,905.00
369	Hose Reel, above pump w/ 150' Hose	\$5,004.00
370	Hose Reel, Under Cab w/ 100' Hose	\$6,036.00
371	Akron 3096-95 gpm Single Agent System	\$7,977.00
372	Akron 3096-95 gpm Dual Agent System	\$10,386.00
373	Elkhart 240-95 Single Agent	\$7,977.00
374	Elkhart 240-95 Dual Agent	\$10,391.00
375	Foam Pro 1600 Single Agent to (3) Discharges	\$12,405.00
376	Foam Pro 2001 Dual Agent to (3) Discharges	\$17,644.00
377	Foam Pro 2002 Dual Agent to (3) Discharges	\$28,467.00
378	Pierce Husky 3, Single Agent (3) discharges	\$16,064.00
379	Pierce Husky 12 Single Agent (5) discharge	\$29,242.00
380	Pierce Husky 12 Dual Agent (5) Discharge	\$33,875.00
381	Pierce Husky 300 Industrial Foam System	\$162,695.00
382	Foam Cell 20 Gallons	\$2,128.00
383	Foam Cell 40 Gallons	\$2,989.00
384	Foam Cell 50 Gallons	\$3,877.00
385	Foam system by-pass to deluge or aerial	\$6,778.00
386	Foam Cell 300 Gallons	\$5,453.00
387	Pierce Hercules CAFS to (5) Discharges	\$40,657.00
388	Pump Panel Enclosure	\$6,334.00
389	Cold Climate Pump Package	\$12,410.00
390	Airhorn at activation pump panel	\$247.00
391	Add Top Pump Control	\$11,276.00
392	Tank Level LED Group	\$1,829.00
393	Tank level LED (Individual lights)	\$3,796.00
394	LED Backlite Gauges each	\$138.00
395	D-TEC	\$1,540.00
396	Will-Burt 7-30 Mast with Nycoil	\$17,209.00
397	Will-Burt 7-42 Mast with Nycoil	\$24,960.00
398	4 Channel Flash drive DVR	\$3,468.00
399	120 volt Body A/C, roof mounted with heat	\$3,227.00
400	2 person Command Center	\$18,621.00

401	Fire Pump 250 gpm	\$41,363.00
402	Haz-Mat Upgrade	\$29,567.00
403	LED Emergency Light Package	\$19,046.00
404	Upgrade to HDR Body	\$60,643.00
405	HDR Stainless Body	\$14,406.00
406	Water Tank - Rescue	\$15,107.00
407	Communications Center, 2 Desk with Conference	\$338,316.00
408	LED Interior Lighting	\$6,070.00
409	Tool Drawer(each)	\$1,658.00
410	Airbag Rack (each)	\$249.00
411	Rack, Plywood (10)	\$1,408.00
412	120 v Refrigerator 23 cu ft.	\$3,574.00
413	Vertical Exhaust in Compartment	\$1,019.00
414	Slide-out Module up to 132" each	\$24,554.00
415	Leveling System	\$13,058.00
416	Awning	\$5,024.00
417	Electric Awning	\$10,373.00
418	Quic-Ladder Access Ladder	\$2,854.00
419	Air Horns with 2 foot switches	\$706.00
420	Additional Speaker	\$896.00
421	Howler	\$1,777.00
422	Q2B Siren	\$5,867.00
423	Chrome Bell with manual pull string	\$3,997.00
424	GTT Emitter Roof/remote mounted	\$7,781.00
425	Roto Ray Emergency Light	\$3,849.00
426	Mini Lightbar over crew cab Doors	\$5,685.00
427	3 Mini LED Light over each side cab door	\$1,779.00
428	Traffic Directing light bar "A"	\$2,085.00
429	Traffic Directing light bar "B"	\$3,726.00
430	Dual Traffic Advisor Lights	\$4,832.00
431	Inverter	\$4,089.00
432	Diesel 7.5 KW	\$20,672.00
433	Diesel 10 KW Generator w/ Monitor Package	\$27,397.00
434	Diesel 20 KW water cooled	\$32,068.00

435	Gas EM400 3.5	\$8,165.00
436	Gas 5.5 KW	\$10,257.00
437	Hydraulic 3.6 kw	\$16,862.00
438	Hydraulic 6 KW	\$26,000.00
439	Hydraulic 8 KW	\$29,355.00
440	Hydraulic 10 KW	\$30,410.00
441	Hydraulic 15 KW	\$47,675.00
442	Hydraulic 30 KW	\$58,881.00
443	PTO Drive 15 KW	\$23,638.00
444	PTO Drive 25 kw	\$25,491.00
445	PTO Drive 40 Kw	\$35,787.00
446	500 Watt Tripod Flood Light	\$3,422.00
447	750 Watt Flood Light w/ pole	\$3,699.00
448	1000 Watt Flood Light w/pole	\$3,028.00
449	1500 Watt Flood Light - recessed	\$3,032.00
450	120 volt LED visor light	\$3,404.00
451	750 Watt Visor light	\$3,567.00
452	120 volt 150 watt LED w/ pole	\$3,496.00
453	120 volt 150 watt LED recessed/flush mount	\$2,824.00
454	120 volt 150 watt LED Pedestal	\$3,631.00
455	Light Tower 9000 watt	\$35,905.00
456	Light Tower 6000 watt	\$27,898.00
457	Light Tower 3000 Watt	\$23,223.00
458	Light Tower 12 volt 4 - Lights	\$18,233.00
459	Electric Cord Reel with 200' of 10/3	\$5,437.00
460	Electric Cord Reel with 200' of 10/3 in Front Bumper	\$6,177.00
461	Electrical Receptacle duplex (per each) 15 or 20 amp	\$479.00
462	Electrical Receptacle 30 amp (per each)	\$589.00
463	Cascade - 6 - 6000 PSI UN	\$21,104.00
464	Breathing air compressor	\$103,812.00
465	Breathing air booster pump	\$15,355.00
466	Breathing air fill-frag station	\$19,641.00
467	High Pressure Breathing Air Reel (200' hose)	\$4,821.00
468	Tool air reel with 150' hose	\$3,628.00

469	Hydraulic Reel, 100' x .25" Hose	\$8,299.00
470	Hydraulics package (2 reels with 100' hoses and 2 connector 12' hoses	\$19,212.00
471	Hannay reel with 100' Core Tech hose	\$10,844.00
472	Rescue Bulkhead fittings	\$2,559.00
473	AC Power to Tip	\$9,346.00
474	Full Depth & Full Height Compartments	\$8,670.00
475	Quick lock waterway	\$7,091.00
476	Provide Breathing Air to Tip	\$19,114.00
477	Add PUC pump, tank and crosslay to Tiller	\$124,165.00
478	Provide Super Duty 100' Aerial Ladder, In Addition to Base Price	\$138,703.00
479	Pumper Style Body for Single Axle 75'	-\$10,889.00
480	Remote Tip Controls, Ladder	\$8,560.00
481	Aerial Control Wireless MUX Aerials	\$12,920.00
482	Lyfe Brackets 3 in 1	\$2,356.00
483	LED Emergency Light Package Upgrade	\$14,569.00
484	Two (2) Monitors with Platforms	\$30,092.00
485	Single VUM Monitor Valve	\$3,123.00
486	2- VUM Manual Monitor Valves	\$7,103.00
487	Stokes Brackets behind Boom	\$1,151.00
488	Enclosed Stokes Box	\$2,586.00
489	Collision Avoidance	\$11,995.00
490	Aerial warning lighting A	\$10,809.00
491	Aerial Warning Lighting B	\$14,895.00
492	LED Rung Lighting	\$10,491.00
493	High Flow Waterway	\$17,102.00
494	12 Volt LED Tracking/tip lights	\$6,989.00
495	Two-tone Cab paint	\$4,383.00
496	Undercoating, Cab & Body, Ziebart	\$1,919.00
497	E-Coat Under body Chassis	\$2,952.00
498	Corrosion Prevention Treatment, ECK, Dissimilar Metal	\$2,769.00
499	Painted Grill	\$2,096.00
500	Pump Panel Drawing	\$1,677.00
501	50' Snozzle - P-50	\$282,897.00

502	65' Snozzle HS-2 65'	\$310,605.00
503	Graphics upgrade 1	\$3,431.00
504	Graphics Upgrade 2	\$5,088.00
505	Graphics Upgrade 3	\$6,029.00
506	Graphics Upgraded 4	\$11,120.00
507	Extended Chassis Warranty (per year)	\$6,734.00
508	Extended Body Warranty (per year)	\$9,503.00
	Emergency Equipment Upfitting	
510	Responder Lighting Package	\$7,226.00
511	Squad Package	\$10,178.00
512	Commander Package	\$13,055.00
513	Arrestor Package	\$15,929.00
514	Director Package	\$19,275.00
515	Lieutenant Package	\$28,384.00
516	Chief's Package	\$35,529.00
517	Executive Package	\$36,732.00
518	Whelen Lighting and parts (Red 22 or PL 22.0)	0% off list
519	Havis (HS 22)	0% off list
520	ProGard (ProGard 2022 Catalog)	0% off list
521	Parts	0% off list
522	Major P. M. 500hour Chassis	\$3,208.00
523	Major P. M. w/ Transend	Deleted
524	Aerial Maintenance	\$2,851.00
525	ARFF Unit Annual Inspection	\$2,414.00
526	ARFF Minor Service	\$3,342.00
527	ARFF Major Service	\$4,678.00
528	HRET Upgrade - Attack master 3	Deleted
529	HRET Upgrade - Attack master 4	\$35,109.00
530	Foam System Maintenance Husky or similar (in shop)	\$595.00
531	Foam Testing ARFF	\$1,036.00
532	CAFS Service	\$457.00
533	Annual Pump Test (in shop)	\$572.00
534	Quantum Step Maintenance	\$506.00
535	Wheels off brake inspection - Single	\$404.00

536	Wheels off brake inspection - Tandem	\$625.00
537	A/C System Service	\$1,176.00
538	Power steering Flush	\$800.00
539	TAK4 Inspection	\$773.00
540	Husky/CAFS/Foam Service	\$1,928.00
541	Aerial Testing	\$2,189.00
542	Labor Rate, per hour	\$185.00
543	Each 150' Lengths of Utility Rope	\$353.00
544	150' life safety rope, at least 1/2" (12 mm) diameter meeting NFPA	\$386.00
545	150' Life Safety Rope, at least 5/8" (16 mm) diameter meeting NFPA	\$443.00
546	2.5 Gallon Water Extinguisher	\$224.00
547	Hose 1.75" x 50 Double Jacket with 1.50" couplings	\$359.00
548	Hose 2.50" x 50' Double Jacket with 2.50" Couplings	\$402.00
549	Hose 3.0" x 50' Double Jacket with 2.5" Couplings	\$466.00
550	4.00" x 100' Rubber Lined Hose	\$991.00
551	5.00" x 100' Rubber Lined Hose	\$1,094.00
552	Additional 10' Folding Ladder	\$707.00
553	Additional 14' Roof with Hooks	\$927.00
554	Air Bags - 56 Ton System	\$11,096.00
555	Thermal Imager Camera with charger	\$20,443.00
556	Combination Spanner Wrench with Bracket	\$240.00
557	Complete SCBA	\$13,076.00
558	Deck Gun with Tips, Manual	\$7,146.00
559	Deck Gun with Tips, Electric	\$13,378.00
560	1.5" Nozzle with shut-off	\$2,083.00
561	2.5" Nozzle with shut-off	\$2,317.00
562	Portable Monitor 2.5" Inlet	\$8,223.00
563	Each Approved Portable Fire Extinguisher: ABC	\$290.00
564	Each Approved Portable Fire Extinguisher: CO2	\$372.00
565	Each Hydrant Wrench Set	\$290.00
566	Each Portable Hand Light w/ Mounting Brackets	\$189.00
567	Each Scoop Shovel	\$137.00
568	First Aid Kit, 24 units, Fire Department Assortment	\$418.00
569	Little Giant Ladder	\$879.00

570	One Assorted Tool Box	\$728.00
571	One Hose Roller	\$534.00
572	One Pair of Bolt Cutters 24"	\$357.00
573	Cut-off Circular Saw	\$3,505.00
574	Chain Saw	\$2,978.00
575	Piston Intake	\$2,754.00
576	Rescue Tools - Power Unit, (2) Rams, Cutter, Spreader, Hoses	\$59,184.00
577	Silent Witness	\$1,896.00
578	Spare SCBA Bottles	\$2,063.00
579	Thermal Imager Camera System	\$43,497.00
580	Hose Clamp	\$796.00
581	Axe, Pick	\$189.00
582	Axe, Flat	\$183.00
583	PPV Fan, Gas	\$3,991.00
584	PPV Electric Fan	\$7,572.00
585	Poly mounts for tools, Rescue Equipment	\$1,701.00
586	380 Camera 8003040	\$13,043.00
587	380 Camera 8003030	\$15,269.00
588	Poly Console Box	\$2,552.00
589	Small poly console box	\$1,701.00
590	Pumper Custom Poly Mount Package	\$9,781.00
591	Aerial Custom Poly Mount Package	\$13,043.00
592	Rescue Custom Poly Mount Package	\$17,508.00
593	Engine Tunnel Custom Poly Console	\$2,268.00

CITY OF HIGH POINT

AGENDA ITEM



TITLE: E Source Meter Installation Vendor (MIV) Procurement and Contract Negotiation	
FROM: Jeremy Coble – Customer Service Director	MEETING DATE: 8/21/23
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: MIV Procurement	

PURPOSE: To utilize the experience and expertise of E Source to help the City of High Point successfully procure a meter installation vendor (MIV).

BACKGROUND: The City is currently engaged in the implementation of Advanced Metering Infrastructure (AMI) for its Electric and Water Utility services. This initiative involves the replacement of electric meters at approximately 40,000 customer locations. To ensure a seamless and accurate installation process, a Meter Installation Vendor (MIV) will be enlisted.

On March 21, 2022, the City Council approved a contract with E Source to provide assistance in executing this project. E Source boasts a wealth of experience in utility information technology, spanning two decades. Their expertise encompasses various aspects, including working with MIV vendors in conjunction with Tantalus AMI and Cayenta CIS, the city's existing utility billing system.

E Source serves a diverse clientele, ranging from small to large municipalities, and covers clients across North America, with a total of 20 million meters under their purview. As the foremost consultant and implementer in the AMI industry, E Source holds unparalleled experience in handling municipal AMI projects related to electric, water, and combined utility services. Their capabilities make them well-equipped to oversee and manage the MIV for the AMI project.

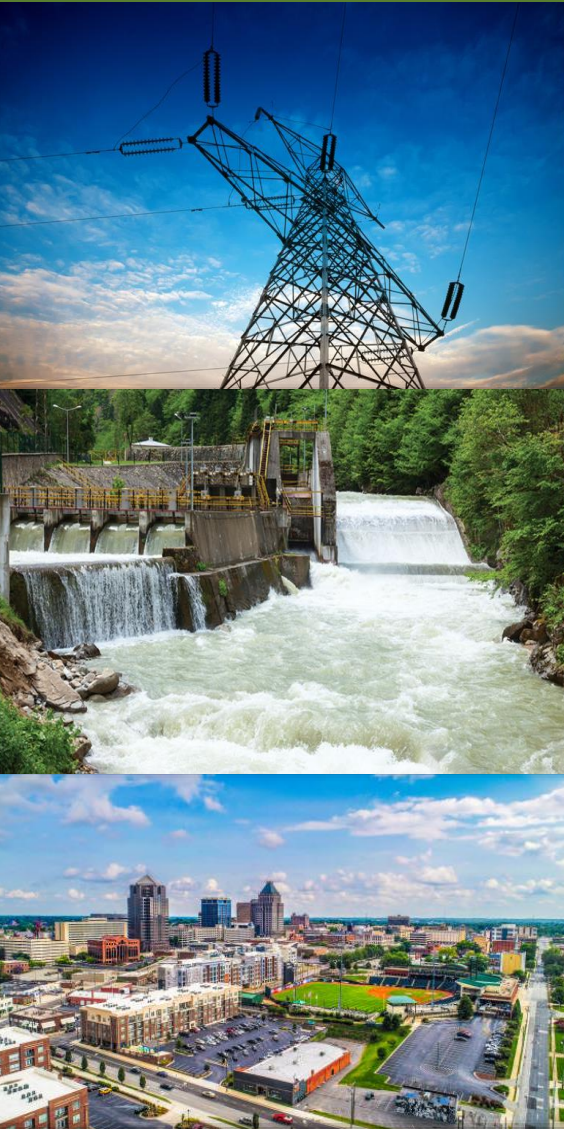
Benefits of E Source MIV procurement and management:

- Subject matter experts
- Defined technical requirements and specifications
- Project schedule and coordination with MIV and overall, AMI project



BUDGET IMPACT: Funding is available in Electric Capital Projects Fund.

RECOMMENDATION/ACTION REQUESTED: Staff recommend that E Source become our approved Procurement Services Contractor for \$144,960.00.



Proposal to



Amendment 2 - Meter Installation Vendor (MIV) Procurement and Contract Negotiation Services



June 22, 2023

Submitted by:

Kody Salem, Senior Vice President, Business Development
E Source Technology Planning and Implementation
kody_salem@esource.com | m: 615-375-6396

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June 22, 2023

Mr. Jeremy Coble
Customer Service Director
City of High Point
211 South Hamilton Street
High Point, NC 27261
via email to Jeremy.Coble@highpointnc.gov

Re: E Source Proposal to High Point for Amendment 2 - Meter Installation Vendor (MIV) Procurement and Contract Negotiation Services

Dear Mr. Coble:

E Source Companies, LLC (E Source), the leading solver of challenges facing water, electric, and gas utilities and municipalities, is pleased to provide our proposal to the City of High Point ("City" or "High Point") for an amendment to our existing Advanced Metering Infrastructure (AMI) support contract to include Meter Installation Vendor (MIV) Procurement and Contract Negotiation Services.

E Source offers a broad portfolio of customer-first and technology-driven solutions to help utilities effectively manage the customer and infrastructure sides of their business reliably, efficiently, safely, and sustainably. The Technology Planning and Implementation (TPI) Consulting Division of E Source consists of former UtiliWorks Consulting and former Excergy Corporation. This combination of the two leading firms in the utility operational technology consulting space offers significant innovation, expertise, and experience to our customers.

The guidance E Source offers helps our clients make data-driven decisions to strengthen their customer relationships, plan for tomorrow's infrastructure needs, and further their environmental sustainability goals while becoming more innovative and responsive in the rapidly evolving market.

E Source TPI staff provides a range of services—spanning from initial needs assessment and technology roadmaps to vendor requests for proposal (RFPs), all the way through to successful implementation and "go-live" of holistic and integrated systems. Our staff have implemented or integrated virtually every major utility information technology system in the past 20 years, including AMR/AMI, MDMS, EAM, CIS, GIS, MWFM/WMS, OMS, Customer Portal and Communications, Data Analytics, and many other utility operational technologies. We have provided program and vendor management services on dozens of projects and have worked with all major vendors. *We understand the entire utility "system of systems."*

E Source can help High Point navigate the meter installation vendor (MIV) procurement process, providing needed support services to help the City to make the best possible choice in an MIV. E Source has a wide range of subject matter experts (SMEs) who have helped define technical requirements and specifications and have created "Capabilities Workbooks" for vendors to fill out alongside their proposal submittal. These workbooks allow clients to itemize and prioritize specific functional criteria and evaluate vendor proposals on a granular level.

E Source will aid in the development of a comprehensive procurement package, as well as with solicitation of proposals, addressing vendor questions, preparation of and participation in pre-proposal and shortlist meetings, and technical and cost evaluation support. Additionally, utilizing our extensive experience with many MIV vendors and our knowledge of what similar utilities have spent and negotiated for products and services, enables us to negotiate the best pricing for our clients in implementing both of these contracts.

In summary, our **utility technology credentials** demonstrate an unmatched level of knowledge to successfully address the project scope. Our **proven delivery methodology** uses an integrated task approach that has led to 100% successful project outcomes and assures that all requested deliverables are thoroughly addressed. Our team of **focused experts**, with an average of 25+ years of experience, have not only successfully completed hundreds of assessments, studies, business cases, specifications, strategic roadmaps, and procurements, but have also gone on to implement these plans through our implementation and integration services; this has provided us with **invaluable insight** into the many different vendors, what works and what doesn't, what kind of solution would best serve your needs, and what the system should entail. We apply these lessons learned in implementation back into our front-end consulting to continually improve our value-added offering.

We appreciate the opportunity to submit our proposal and thank you in advance for your consideration of our capabilities. Should you have any questions or require additional information, please feel free to contact me at 615-375-6396 or via email at kody_salem@esource.com. We look forward to hearing from you in the coming weeks.

Sincerely,

A handwritten signature in black ink, reading "Kody M. Salem". The signature is fluid and cursive, with the first name "Kody" being more prominent and the last name "Salem" following in a similar style.

Kody Salem, Sr. Vice President, Business Development,
E Source TPI Division

Project Team

E Source's mission is to provide the right team of focused experts on each project we pursue—highly skilled senior consultants, comprised of experts in their fields who understand the unique drivers, responsibilities, and needs of our clients. To best deliver the scope of services presented herein, we have assembled a team of consulting experts with directly relevant experience needed for project success.

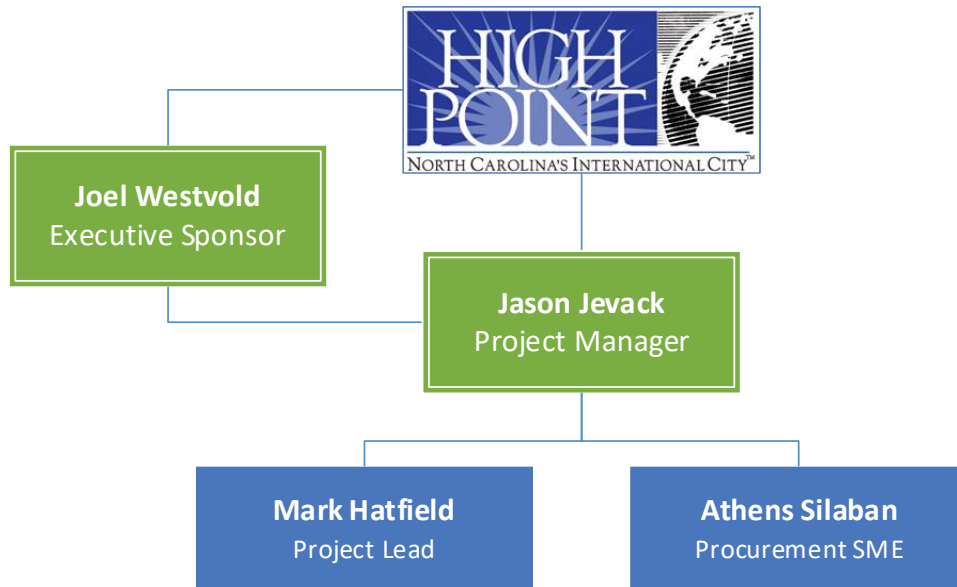


Figure 1. E Source has the Subject Matter Experts Needed for Project Success

In addition to the identified project team, E Source's bench of on-demand resources and support staff are available as needed. With our diverse pool of staff, the E Source team boasts superior technological and subject matter expertise. Our staff consists of engineers, data analysts, public relations specialists, project managers, financial experts, system integrators, former utility employees, and more.

Subject Matter Expertise

- Requirements Development
- Contract Negotiations
- Systems Procurement
- CIS Deployment
- Loss Recovery Programs
- Customer Engagement
- Cyber Security
- Web Portal Implementation
- Field Deployment/Installation
- Field Surveys
- Outage Management
- Prepay Implementation
- Remote Disconnect
- Revenue Assurance
- Comms Network Design
- Kiosk Implementation
- Customer Leak Detection
- MDMS Implementation
- Meter Configuration
- Distribution Leak Detection
- Organizational Transition
- Data Analytics
- VEE Configuration
- SCADA Systems
- Systems Engineering
- Testing /Training
- Theft Deterrent Programs
- Water Conservation

Subject Matter Experts

- Former Utility Directors
- AMI System Experts
- Data Analysts
- Field Engineers
- Project Managers
- Public Relations Specialists
- Senior Consultants
- MDM System Experts
- Systems Architects
- Systems Integrators
- Business Process Engineers
- Quality Control Specialists

Scope of Work

Task Numbers are a continuation from the current contract.

Task 2: Project Management (Supplementation to Existing Task)

E Source will provide structured project management to ensure that all project components are executed in a timely, organized fashion and completed to the project scope and expectations. Project management activities will include:

- Develop and maintain the project schedule in coordination with the overall AMI project schedule
- Work with all project participants to monitor progress and adjust the work plan as needed
- Schedule and facilitate regular project progress and other meetings
- Incorporate status on procurement and contract negotiations into overall AMI project status reports
- Track and report on project budget

Project timeliness, quality, and costs are measures of success and satisfaction. As such, the E Source delivery methodology employs a quality monitoring process whereby senior management within the firm will monitor all timeliness, quality, and project costs adherence to ensure success in all areas. The E Source project manager will also manage and maintain the Microsoft SharePoint website for collaboration including calendaring, contacts, document repositories, etc. Additionally, E Source will make use of web-based meeting applications for remote meetings, as necessary.

DELIVERABLES

- Input into the overall Project status reports
- Input into the overall Project schedule
- SharePoint management of related procurement and contract negotiation documentation

Task 8 - MIV Procurement and Selection

The E Source approach to procurement includes a comprehensive set of deliverables including vendor qualification criteria, RFP specifications, total cost comparisons for proposed solutions, and vendor negotiation strategies. Ultimately, these deliverables will facilitate High Point vendor selection based on technical and risk assessments, commercial/cost evaluation, and reference checks. They will also provide key materials for negotiations with the vendors, including contract Statement of Work, technical specifications, and service level agreements.

Our procurement strategy employs best practices that assure High Point of AMI installation services that meet requirements and deliver the highest value over the deployment period.

Subtask 8.1: Requirements and Procurement Strategy

E Source's approach to the procurement of installation services is predicated on the need to identify precise, detailed requirements. E Source has developed a detailed set of technical and business requirements tested through the many procurement efforts conducted previously. Our team will work with High Point to tailor those technical and business requirements necessary to fulfill High Point's needs.

In addition to the compilation of these requirements, our team will lead a procurement strategy review to inform the High Point team on the various elements that can, or should, be included in the RFP and the ways those elements can be procured. Our team will work with High Point to document this strategy for the release and solicitation of proposals. It will specify a number of factors, including:

- IT practices related to the installation contractors work management system,
- Controls related to staffing, quality assurance/control, data management, security, customer interaction, and project management
- RFP policies, administration, cost considerations, terms & conditions, vendor communications, and timeline
- Appendices, attachments, vendor response format, and evaluation methodology

Subtask 8.2: MIV RFP Draft

E Source will work with High Point to prepare the RFP with the intent to provide the MIV vendor community with the essential information required to prepare a robust response that is tailored to High Point's specific needs. E Source will incorporate the SOW into your standard RFP boilerplate and review with the High Point team (including representatives of purchasing and legal) to ensure that all requirements are accurately captured and communicated. It is anticipated that there will be several iterations for the RFP draft creation and the RFP draft review until we reach the point where the RFP is complete and acceptable for publication.

E Source will also compile a comprehensive list of potential proposers that would represent viable options to satisfy the goals and requirements of High Point.

Our team will also work with High Point to develop the approach and accompanying materials to be used by the evaluation committee to score and rank the respondents to the RFP.

Subtask 8.3: MIV RFP Administration Support

E Source will assist High Point with those tasks to be managed once the RFP is released including, as applicable, setting the agenda and participating in the pre-proposal meeting, participating in a service area field tour (as necessary), and receiving and responding to vendor questions in conjunction with High Point. E Source will work with you to prepare the evaluation team for vendor response review, evaluation, and scoring. We will also review our recommended shortlist interview strategy and approach and assist High Point in the necessary preparation activities.

Subtask 8.4: MIV RFP Response Evaluation Support

Prior to the receipt of responses, the E Source PM will work with High Point PM to organize and schedule the proposal review process. As the responses are received, E Source's team of SMEs immediately starts the evaluation process alongside the High Point-designated Evaluation Team. E Source will summarize key components of each proposal in matrices to allow for easy comparison of proposals across different areas of the solicitation. To aid in this comparison, E Source will provide you with a comprehensive, systematic note-taking methodology that will allow evaluators to document and compare any notes, questions, and concerns. This open nature of this evaluation process will provide clarity and understanding to all participants involved, as well as serve as a repository for any additional follow-up questions to vendors that may need to be addressed during this task.

E Source will also analyze each cost proposal. When lining up the cost proposals side-by-side, it is common to discover that each vendor quote differs in some fashion, making it difficult to perform an "apples-to-apples" comparison. We minimize this challenge with how we structure the RFP response requirements and our analytical approach to cost normalization.

E Source will work with High Point throughout the evaluation process to arrive at a shortlist of recommended candidates. We will work with your Evaluation Team to customize the shortlist meeting agenda and outline questions for each vendor interview. E Source will attend the shortlist interviews and

ensure that candidates answer questions comprehensively and to your satisfaction. E Source will also assist High Point with reference checks so that High Point may obtain useful feedback from the experiences of other electric and water utilities.

At the end of the evaluation process, we will work with High Point team to weigh the pros and cons of each shortlist candidate so that High Point can arrive at a final selection.

DELIVERABLES

- Meter Installation Requirements Workbook
- Publish ready Request for Proposal with final Requirements and Cost Workbooks
- Vendor Evaluation Workbook including evaluation criteria, scorecard, and evaluation material
- Draft responses to proposer questions
- Shortlist interview approach/agenda/oversight
- High-level proposal summary comparison matrix
- Requirements response comparison matrix
- Cost normalization
- Reference check questions
- Evaluation summary and results documentation

Task 9: MIV Vendor Contract Negotiations

Our vast vendor experience and knowledge of what similar utilities have spent and negotiated for products and services enables us to negotiate the best pricing for our clients. We will apply this experience and knowledge to negotiation of a MIV contract.

E Source will serve as technical advisor to High Point through contract and scope of work negotiations with the selected vendors, including service level agreements (SLAs), performance criteria, warranties, scheduling, and pricing. E Source personnel have negotiated contracts for dozens of clients and will use lessons learned to avoid pitfalls and leverage experience gained from actual implementations on how contract terms can assure successful implementations and protect our clients' interests. E Source will provide guidance to your project team in strategizing for contract negotiations and participate in key contract negotiation meetings and contract reviews.

Since the RFP and vendors' responses are detailed, contract negotiations for MIV AMI implementation typically focus on installation protocols, performance requirements, QA/QC oversight, and defect identification and corrective actions.

With adequate pre-negotiation planning and concentrated effort, all contract negotiations can be concluded efficiently, although review and approval will likely take additional time. During this interval, the detailed project procedures can be finalized, and implementation preparation can commence.

E Source will review the final contracts and ensure adherence with all previously developed criteria, requirements, and processes. We will also assist High Point staff in preparing presentations to management, including use case studies and other experience to help explain decisions and rationale. As part of this task, E Source will share lessons-learned in other similar negotiations and work diligently to develop a vendor contract that will achieve the desired outcomes.

ASSUMPTIONS

- High Point will be responsible for all terms and conditions outlined in the final agreement with both MIV vendor.
 - E Source will provide input on terms and conditions but will not provide legal review or opinion.
- The fee for this task assumes that the vendor contract negotiations task will not exceed the estimated level of effort assumed for the task of 120 hours. If the level of effort does exceed a total of 120 hours, E Source will work with High Point to develop a change order to supplement the level of effort.

DELIVERABLES

- Customized system/solution acceptance criteria for inclusion in the vendor(s) contract
- Vendor(s) scope(s) of work with firm pricing
- Presentation to management or governing body (1 trip for each vendor / 1 day allowance for each vendor)

Proposed Project Schedule

The following proposed project schedule is preliminary in nature and subject to change but represents a high-level overview of the general timeline of events in the proposed scope of work. The actual project schedule will be refined with the City's input during project initiation and planning to provide a greater level of detail. E Source is able to commence work immediately after execution of the contract.

ID	Task Name	Start	Finish	Duration	Q3 23		Q4 23		Q1 24			Q2 24		
					Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	Task 2 – Project Management	9/1/2023	5/23/2024	190d										
2	Task 8 – MIV Procurement and Selection	9/1/2023	3/28/2024	150d										
3	8.1: Requirements and Procurement Strategy	9/1/2023	9/28/2023	20d										
4	8.2: MIV RFP Draft	9/29/2023	12/21/2023	60d										
5	8.3: MIV RFP Administration Support	12/22/2023	2/15/2024	40d										
6	8.4: MIV RFP Response Evaluation Support	2/16/2024	3/28/2024	30d										
7	Task 9 – MIV Vendor Contract Negotiations	3/29/2024	5/23/2024	40d										

Figure 2. Project Schedule - E Source is Flexible and Will Seek the City's Input During Project Planning

Fee

The following proposed fee was calculated based on our experience with several similar projects and our interpretation of the level of effort desired by High Point. E Source can adjust the scope of work to provide more or less support to match the needs of the City.

Vendor Procurement, Selection and Negotiation			
Task ID	Task	Hours	Fee
Task 2	Project Management	132	\$ 34,188
Task 8.1 -	Requirements and Procurement Strategy	36	\$ 9,444
Task 8.2 -	RFP Draft	60	\$ 15,300
Task 8.3 -	RFP Administration Support	40	\$ 10,200
Task 8.4 -	Response Evaluation Support	172	\$ 44,508
Task 9	MIV Vendor Contract Negotiations	120	\$ 31,320
Total		560	\$ 144,960

Travel expenses are expected to be approximately \$12,000 but not included in the table above and will be submitted for reimbursement on an actual and reasonable basis, and will be invoiced monthly, at cost. E Source will seek to minimize expenses through the use of teleconferences when possible.

Assumptions

- E Source's fee to implement this Scope of Work is based on the timely start and timely completion of each proposed task as outlined in the proposed schedule provided. If the duration for any proposed task exceeds the duration outlined in the proposed schedule, E Source may need to develop a change order in accordance with the additional services required to complete the task(s).

Appendix I: Resumes

This attachment contains resumes for the following proposed key personnel:

- Joel Westvold, Executive Sponsor
- Jason Jevack, Project Manager
- Mark Hatfield, Procurement Lead
- Athens Silaban, Procurement SME



Joel Westvold, PMP

Executive Sponsor

Joel, a PMP-certified project manager, brings a unique perspective to addressing Smart Utility issues based on his experience in implementing programs at utilities and providing technology solutions to utility customers to meet their Smart metering needs. With 35 years of experience, Joel has served in a senior management capacity for a large electric utility and as management executive with a technology solutions provider to the utility industry. While working for Portland General Electric, Joel led a team that implemented an award-winning AMI project that involved the installation of over 800,000 electric meters, the network to communicate with the meters and integration of the technology with utility systems to gain the most financial benefit and efficiency possible. Joel has led teams of Engagement Directors and Project Managers in the delivery of 100+ Smart Meter projects, including an area of focus on several large projects of over 1M meters/endpoints. He brings expert skills in project management, engineering, people management, and communications at all organization levels.

Joel leverages his core strength in system implementation and integration in support of the firm's complex implementation and other larger projects, serving as Project Sponsor on numerous AMI projects, including for the Cities of Palo Alto and Oceanside, and for the Marin Water District and Halton Region, among others.

Relevant Experience and Background

- Examining business and technical issues related to migrating from existing systems to smart meter solutions
- Providing direct project and program management services for key strategic and large projects—from business case and vendor selection, through contract negotiation and deployment (including field services and testing)
- Successfully delivering complex, multidimensional projects for utility Smart Meter & Grid Modernization
- Managing or supporting more than 60+ AMI projects; including 25+ full implementations in the past 10 years
- Developing roadmaps, strategies, implementation plans, and business cases
- Overseeing organizational change and business process transformation activities

Representative Client Projects

- **City of Ukiah, CA** (Program Manager for CIS implementation)
- **Silicon Valley Power, CA** (Project Manager for AMI systems integration, MIV vendor selection, deployment, OCM and business process transformation)
- **Greenville Electric Utility System, TX** (Project Manager for AMI systems integration, analytics, meter installation and deployment)
- **Seattle City Light, WA** (AMI deployment of 400K electric meters)
- **Contra Costa Water District, CA** (Project Manager for AMI technology evaluation and strategy development)
- **Portland General Electric, OR** (AMI Day 2 analysis and DMS elements)
- **Halifax Water, NS** (Program Manager for AMI systems integration, analytics, meter installation and deployment, organizational change management, business process, and vendor management activities)
- **Huntsville Utilities, AL** (Program Manager for electric, gas, & water AMI deployment, procurement, vendor selection, system integration, business process, and organizational change management)
- **Valley Water, CA** (Managed IT Strategic Plan development)
- **Merced Irrigation District, CA** (Program Manager for AMI, CIS, and MDMS procurement & deployment)
- **City of Chandler, AZ** (Managed AMI water business case development)

Education and Certifications

Executive MBA

University of Washington, Seattle

BS, Chemical Engineering

Oregon State University

Certified Project Management

Professional, Nationwide

Six Sigma and other Professional

Development/Quality courses

Years' Experience: Total 37 w/ E Source 8

Previous Experience

Senior Director, Customer Engagement

Sensus USA (2010 – 2015)

AMI Director/Ethics & Compliance Manager/Various Nuclear Management

Positions, Portland General Electric
(1989 – 2010)

Associate Engineer, Nuclear

Sacramento Municipal Utility District
(1986 – 1989)

Specializations

- Program and Project Management
- Smart Metering/Grid Modernization Programs
- Management Consulting
- Utility Data Analytics
- System Integration & Implementation

Presentations & Publications

- "AMI Day 2," *Energy Central*, 12/2022
- "Santa Ana Remote Disconnect Project," Sensus Reach, 2022
- "Successful Utility Project Management – The Art and Science," Co-instructor, DistribuTECH 2018 and 2019
- "Smart Metering 101 and Advanced Smart Metering," Co-instructor, EUCI March 2018
- "Overcoming Challenges in AMI at Silicon Valley Power," Co-presenter, DistribuTECH 2016



Jason Jevack

Project Manager

Jason Jevack is a Project Manager with E Source. He brings 25 years of program and project management, information systems development and application integration experience for a variety of industries including banking and education. His background includes 12 years of utility industry experience delivering technology and data solutions for operations, corporate communications, and regulatory affairs. In that role, he planned and executed on a wide range of projects including customer-facing websites and payment portals, intranets and web-based business process support tools, and content management systems.

Jason started his career as a systems analyst and web application developer, providing him valuable hands-on experience. He is a proven leader, having managed dozens of project scopes, schedules, budgets, and deliverables to drive projects to completion with favorable outcomes.

Relevant Experience and Background

- Providing project management support for utility industry technical projects improving utility business processes
- Formulating and implementing strategic plans, identifying and managing operational risk, and executing solutions to meet business objectives for the business and our clients
- Planning and executing gas utility and electric utility technology programs
- Overseeing development of implementation roadmaps and staffing plans that support the deployment and adoption of utility technology systems
- Leading and supporting contract and scope negotiations between utility clients and vendors

Representative Client Projects

- **City of San Jose, CA** (AMI Business Case Study Evaluation and RFP development)
- **North Perth, ON** (Project Manager, AMI Procurement)
- **Brownsville Public Utilities Board, TX** (Project Manager, AMI vendor contract negotiations and system implementation)
- **City of Galveston, TX** (Project Manager, AMI Implementation)
- **City of Port St. Lucie, FL** (Project Manager, AMI Assessment)
- **City of Tampa, FL** (Project Manager, AMI Procurement and Implementation)
- **City of Victorville, CA** (Project Manager, AMI, customer engagement portal, and meter installation vendor procurement & AMI and CEP implementation)

Education and Certifications

BBA, Psychology,
The Ohio State University

BS, Computer Science,
DeVry University

ITIL Foundation in IT Service Management, CSME

Years' Experience: Total 25; w/ E Source 2

Previous Experience

NiSource, Inc.
Director of Performance Support
Webmaster (2009 – 2021)

IBACOS, Inc.
Web Services Manager (2007 – 2009)

Robert Morris University
Senior Analyst and Web Application Developer (2004 – 2007)

Specializations

- Program and Project Management
- Data and Core System Integration and Deployment
- Business Cases and Feasibility Studies
- Utility Customer Engagement
- System Procurement, Selection, and Vendor Negotiations
- Business Process Design, Business Planning, End-user System Testing and Process Training



Mark Hatfield

Procurement Lead

Mark brings 28 years of smart grid, AMI, MDM, field automation, mobile workforce management (MWM), OMS, enterprise asset management (EAM) and geospatial systems experience for electric, water, and gas utility operations. His skills include project management, strategic visioning, business process modeling, requirements definition, business case development, vendor selection, integration and implementation planning, system configuration, deployment strategies, and project audits. Mark assists vendors in evaluating product roadmaps, project implementation methodologies, and baselining current functionality.

Education and Certifications

MA, Geography, University of Illinois

BS, Geography, U.S. Air Force Academy

Years' Experience: Total 28; w/ E Source 11

Previous Experience

Black & Veatch (Enspira Solutions)
Principal Consultant on AMI, MDMS, GIS, MWM, WMS (2006 – 2012)

KEMA
Executive Consultant for MWM Services (2002 – 2006)

SCHLUMBERGER SEMA (Convergent Group Corporation)
Principal Consultant & Technical Lead for MWM Systems (1995 – 2002)

U.S. AIR FORCE
Chief, Multispectral Imagery Exploitation Division – Air Force Space Command (1985 – 1995)

Publications/Presentations

- "AMI for Water Utilities," EUCI, January 2023 and August 2022
- "Staffing for Successful Technology Projects," ElectriCities Connection Summit, February 2019
- "Smart Metering Course," EUCI, March 2018
- "Grid Modernization Panel Discussion," ElectriCities Annual Conference, 2017
- "IT's Role in Distributed Energy Resource Planning," APPA Business & Financial Conference, 2016

Relevant Experience and Background

- Developing Strategic Roadmaps for electric, gas, and water utilities
- Assembling and leading multi-disciplinary teams to produce high quality results on time and within budget
- Providing expert guidance on Smart Cities/Internet of Things (IoT)
- Developing business cases and feasibility studies
- Supporting AMI/MDMS/MWM/CWP/OMS procurement efforts, requirements definition, and contract and scope negotiations between utility clients, vendors, and system integrators
- Performing business process re-engineering and modeling, business planning, organizational assessments

Representative Client Projects

- **CORE** (Project Manager, CIS/ERP deployment)
- **Garland Power & Light, TX** (Lead, AMI/MDMS, CEP/MIV procurement)
- **Santa Barbara, CA** (Project Manager, AMI Implementation)
- **Tacoma Public Utilities, WA** (Executive Consultant, AMI/MDM/CWP and SAP Integration)
- **City of Newport News, VA** (Executive Consultant, Business Case & Smart City Feasibility Study)
- **City of Loveland Water & Power, CO** (Project Lead, organizational assessment; MDMS vendor selection)
- **Huntsville Utilities, AL** (Executive Consultant, AMI/ MDMS project development; overall AMI vision, phased implementation schedule, business case, vendor selection)
- **Kissimmee Utility Authority, FL** (Project Lead AMI/MDMS/CWP Vendor Procurement/Selection)
- **Fayetteville Public Works Commission, NC** (Lead, Analytics Roadmap & Data Governance)
- **Valley Water, CA; Chelan Public Utility District, WA; ElectriCities of North Carolina, NC** (Project Lead, IT strategic plan)
- **ConEd, NY** (Executive Consultant, MDMS vendor selection for electric/gas AMI project)
- **Fort Collins Utilities, CO** (Executive Consultant/Systems Architect for AMI/MDMS/CWP/DR acquisition and deployment including integration with CIS; business processes development. For EAM project, developed Maximo Asset Management project execution plan; assisted with rollout; responsible for overall business processes and integrity of new processes with legacy system processes)
- **Southern California Gas, CA** (System Design Lead, MWM functional requirements, integration use cases, hardware / software component architecture)
- **Sempra Energy, CA** (Advisor for technology strategy review, RFP development & evaluation for multi-workstream implementation of GIS, Mobile GIS, MWM, WMS)



Athens Silaban

Procurement SME

Athens Silaban brings 10 years of utility technology and advanced metering infrastructure experience. He has been involved in multiple technology implementation planning and deployment engagements in which he provided cost management, cost forecasting, change management, cost communications, cost/benefit analysis, reporting, grant writing, feasibility studies, RFP development, RFP responses evaluations, system integration support, system testing support, ad hoc studies/research, and project management services. Athens' data interpretation and analytics skills are particularly beneficial in E Source's engineering studies, data/process audits, financial modeling, and business process re-engineering/transformation efforts.

Relevant Experience and Background

- Providing project management and project management support for utility AMI deployment projects, including cash flow management
- Conducting data collection, interpretation, and optimization as well as data utilization quality assurance
- Developing requirements for and evaluating responses to AMI and MDMS request for proposal (RFP) documents and technology procurement efforts
- Supporting complex technology implementation projects involving network infrastructure, software, data management, data analytics, system integration testing, and equipment deployment
- Developing business case/cost benefit analyses

Representative Client Projects

- **Alameda County Water District, Alameda Municipal Power, and City of Buena Park, CA** (AMI Business Case and Feasibility Study)
- **Gainesville Regional Utilities, FL, and Chelan County PUD, WA** (AMI Assessment, Business Case & Procurement SME)
- **Roseville Electric Utility and Las Virgenes Municipal Water District, CA** (AMI Procurement)
- **San Jose Municipal Water District, CA** (AMI Business Case and Feasibility Study)
- **City of Port St. Lucie, FL** (AMI Assessment SME)
- **Fauquier County Water & Sanitation Authority, VA** (AMI Use Case SME)
- **Bermuda Electric Light & Co** (AMI Business Case, Pilot Deployment Project Management, and Radio Frequency Impact Study)
- **Cities of Arlington and Galena, TX** (Grant Writing)
- **Austin Water, TX** (Water Meter Audit)
- **Orangeburg Department of Public Utilities, SC, and City of Opelousas, LA** (AMI Deployment and Data Management SME)
- **Marin Municipal Water District, CA** (AMI Assessment and Business Case SME)
- **St. Bernard Parish, LA** (Water Rate Study)
- **Anchorage Municipal Light & Power, AK, and Fort Worth Water Dept., TX** (AMI Business Case)
- **Winston-Salem Forsyth County, NC** (AMI Business Case, Feasibility Study, Procurement, & Deployment Program Management support)
- **Oshawa Public Utilities Commission, ON** (AMI Business Case and Roadmap Development)
- **City of Killeen, TX** (AMI Feasibility Study, Business Case, and Grant Writing support)
- **Anne Arundel County, MD, and Charlotte Water, NC** (AMI procurement SME)
- **Pasco County, FL** (Insight™ Survey Program)

Education and Certifications

MS, Chemical & Environmental Engineering

Louisiana State University

BS, Chemical Engineering
Universitas Gadjah Mada (Indonesia)

Certified Engineer-in-Training
Fundamentals of Engineering – Chemical
National Council of Examiners for
Engineering and Surveying (NCEES)

Member, Louisiana Engineering Society

Years' Experience: Total 10; w/ E Source 10

Specializations

- Business Cases & Feasibility Studies
- Financial Modeling
- Data Management
- Data Collection and Interpretation
- AMI Procurement
- Grant Writing
- Project Management
- SharePoint Administration
- AMI Deployment Field Inspection SME
- AMI Use Case Identification & Prioritization

Publications

- "Powering Renewable Programs: The Utility Perspective," Open Journal of Energy Efficiency, December 2016

AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.6, CONDITIONAL ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of the City of High Point adopted “The City of High Point Development Ordinance” on May 16, 2016 with an effective date of January 1, 2017, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on April 26, 2022, and before the City Council of the City of High Point on May 16, 2022 regarding **Zoning Map Amendment Case 22-07 (ZA-22-07)** 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 April 17, 2022, for the Planning and Zoning Commission public hearing and on May 4, 2022 and May 11, 2022, for the City Council public hearing pursuant to Chapter 160D-602 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 **May 2, 2022**.

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 a: **Conditional Zoning Residential Multifamily – 26 (CZ RM-26) District**. The property is approximately 2.12 acres, located east of Carrick Street, between Sunset Drive and W. Ray Avenue. The property is also known as Guilford County Tax Parcels 188149, 188150, 188151, 188155, 188156, 188157, 188158, 188159, 188160, 188165 and 188163.

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 uses allowed in the Residential Multifamily – 26 (RM-26) District subject to the standards of the Development Ordinance and the specific conditions listed in this ordinance.

Part II. CONDITIONS:

A. Development and Dimensional Requirements.

1. Building Height Restrictions:

- a) Building height shall be restricted to a maximum height of fifty (50) feet.
- b) This height restriction shall not apply when all of the abutting parcels, fronting along Carrick Street (Guilford County Tax Parcels 188161, 188162 and 188148) are no longer uses as a single family detached dwellings.

B. Lot Combination: All parcels of the rezoning site shall be combined into one lot prior to resubdivision or any new development.

C. Transportation Conditions.

1. Sidewalks and Pedestrian Access: Along the Sunset Drive, W. Ray Avenue and Carrick Street frontages of the zoning site, sidewalks shall be installed or replaced to meet current sidewalk standards of the City of High Point Transportation Department. Installation shall be in conjunction with driveway permit approval and driveway installation.
2. The City of High Point Transportation Director 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.

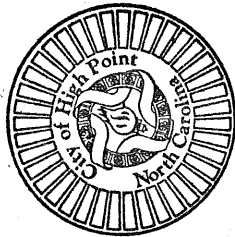
SECTION 5

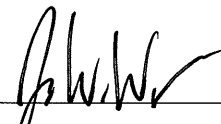
That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6.

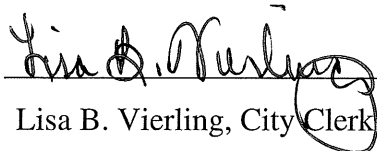
This ordinance shall become effective upon the date of adoption.

Adopted by the City Council
City of High Point, North Carolina
The 2nd day of May 2, 2022



By: 
Jay W. Wagner, Mayor

ATTEST:


Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: High Point x Design, Art & Science Symposium	
FROM: Greg Ferguson, Deputy City Manager	MEETING DATE: August 21, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Science in Design Design, Art & Science Symposium Exhibit	

PURPOSE: Consider funding request from High Point x Design for a Design, Art & Science Symposium and Exhibit.

BACKGROUND: At their November 2022 retreat, City Council set raising High Point's profile as a "world arts and design capital" as one of five strategic goals.

Science in Design is planning an inaugural Design, Art & Science Symposium for October 2023. The 3-day event will offer education, networking, product discovery, hospitality, experiential exhibits, innovation, and inspiration.

The Science in Design effort is described as "dedicated to educating the design and trade industries on the physical and emotional health benefits of beauty, nature and fine design. Their mission is to help the industry to learn innovative, evidence-based education and to incorporate the healing power of beauty, a power documented by the study of neuroaesthetics and medicine."

In addition to the Symposium, there is a desire to have an Exhibit at the American Home Furnishings Hall of Fame for a period of time for the larger High Point Community to explore and learn how design can be a source of health and well-being for people.

BUDGET IMPACT: n/a

RECCOMENDATION/ACTION REQUESTED: Review Presentation provided at Finance Committee.



**HIGH POINT CITY COUNCIL
SPECIAL MEETING
August 7, 2023 – 4:00 P.M.
3rd Floor Council Chamber – Municipal Building
211 S. Hamilton Street**

CALL TO ORDER, ROLL CALL

Mayor Wagner called the Special Meeting to order at 4:05 p.m.

Present: Mayor Jay W. Wagner; Mayor Pro Tempore S. Wesley Hudson, Ward 4; Council Member Britt W. Moore, At Large Council Member; Council Member Tyrone E. Johnson At Large (arrived at 4:41 p.m.); Cyril A. Jefferson, Ward 1; Council Member Christopher Williams, Ward 2 (arrived at 5:27 p.m.); Council Member Monica Peters, Ward 3 (arrived at 4:19 p.m.); Council Member Victor A. Jones, Ward 5; and Council Member Michael A. Holmes, Ward 6 (arrived at 4:12 p.m.)

PRESENTATION OF ITEMS

2023-371 Update-ElectriCities

Staff will provide an update regarding ElectriCities.

Tim Tunis, Chief Financial Officer for ElectriCities of North Carolina and Roy Jones, Chief Executive Officer for ElectriCities of North Carolina, provided a presentation regarding the potential long-term sale of power from Catawba.

Mr. Tunis acknowledged the leadership that the City of High Point has provided to ElectriCities throughout the years noting former Deputy City Manager Randy McCaslin is the Chairman of the Board of ElectriCities, former Council Member Latimer Alexander is currently High Point's Lead Representative on the Agency I Board of Commissioners, and Tyler Berrier, Electric Utilities Director for High Point is on the Agency Rate I Committee.

Mr. Tunis stated North Carolina Municipal Power Agency Number 1 (NCMPA1), the wholesale power supplier to 19 municipalities in western North Carolina, has ownership interest in the Catawba Nuclear Station. He spoke to the proposed transaction regarding the sale of power from Catawba to Central Electric Power Cooperative, Inc., explained economic and risk analysis, and reviewed key approvals and what next steps should be, noting there would be no decision made tonight as this is just an information session.

Council Member Holmes arrived at 4:12 p.m.

Mr. Tunis explained that all 19 municipalities would need to agree to the sale and provided information regarding efforts to diversify resources. He spoke to the benefits of the proposed sale.

Council Member Peters arrived at 4:19 p.m.

Mr. Tunis and Mr. Jones answered questions regarding concerns with the projected sale and reviewed projected capacity resources before and after the sale as well as provided projected analysis of the sale.

Council Member Johnson arrived at 4:41 p.m.

Latimer Alexander, High Point's Lead Representative on the Agency I Board of Commissioners, spoke in opposition of the sale noting concerns with future natural gas prices, customer cost fluctuation, and questioned if the sale was needed.

Randy McCaslin, Chairman of the Board of ElectriCities, spoke in favor of the sale noting savings on interest of the current debt and diversifying resources.

A thorough discussion took place regarding the timeline of events, the benefits of the sale, and next steps. Mayor Wagner requested City Council submit questions and concerns to Tasha Logan Ford, City Manager.

2023-372 Closed Session-Attorney Client Privilege and Economic Development

Council is requested to go into Closed Session Pursuant to N.C. General Statute §143-318.11(a)(3) for Attorney-Client Privilege; and into Closed Session Pursuant to N.C. General Statute §143-318.11(a)(4) for Economic Development.

Mayor Pro Tempore Hudson made a motion, seconded by Council Member Moore, to go into Closed Session.

Motion carried with the following vote:

Aye: Mayor Wagner, Mayor Pro Tempore Hudson, Council Member Moore, Council Member Jefferson, Council Member Peters, Council Member Jones, and Council Member Holmes

Absent: Council Member Williams,

Closed Session began at 5:16 p.m.

At 5:38 p.m. Mayor Pro Tempore Hudson made a motion, seconded by Council Member Johnson, to end Closed Session and resume Regular Session.

Motion carried with the following vote:

Aye: Mayor Wagner, Mayor Pro Tempore Hudson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Jones, and Council Member Holmes

ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 5:38 p.m.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

Sandra Keeney
City Clerk

CITY OF HIGH POINT
AGENDA ITEM



Title: Appointment and Reappointments – Human Relations Commission

From: City Clerk's Office

Meeting Date: August 21, 2023

Public Hearing: n/a

Advertised

Date/By: n/a

Attachments: Application

PURPOSE: To confirm the appointment and reappointments to the Human Relations Commission.

BACKGROUND: Council Member Williams is recommending the appointment of Dr. Telisha Roberts to the Human Relations Commission. Appointment will be effective immediately and expire November 1, 2024.

Mayor Pro Tempore Hudson is recommending the reappointment of Karen Gilber to the Human Relations Commission. Reappointment will be effective immediately and expire on November 1, 2024.

Council Member Holmes is recommending the reappointment of Stacy Jones to the Human Relations Commission. Reappointment will be effective immediately and expire on November 1, 2024

BUDGET IMPACT: n/a

RECOMMENDATION / ACTIONS REQUESTED: City Council is requested to confirm the appointment of Dr. Telisha Roberts to the Human Relations Commission; term effective immediately and expire on November 1, 2024, as Council Member Williams' Ward 2 appointee; confirm the reappointment of Karen Gilbert to the Human Relations Commission; term effective immediately and expire on November 1, 2024, as Mayor Pro Tempore Hudson's Ward 4 appointee, and confirm the reappointment of Stacy Jones to the Human Relations term effective immediately and expire on November 1, 2024, as Council Member Holmes Ward 6 appointee.

Profile

Dr. Telisha

First Name

Roberts

Last Name

robertst2016@gmail.com

Email Address

4033 Payne Rd.

Street Address

Suite or Apt

High Point

City

NC

State

27265

Postal Code

Mobile: (743) 999-1442

Primary Phone

Alternate Phone

Employer

Which Boards would you like to apply for?

Human Relations Commission: Submitted

Ward you reside in?

5

Interests & Experiences

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application.

A passionate and inspirational leader who can drive business results in competitive environments. Builds strong teams and internal culture by modeling effective leadership, identifying resources, mapping individual development plans, and empowering individuals and organizations towards success goals. Proficient in both traditional and digital marketing methodologies, with a consumer-focused approach to building strategy and driving innovation. Mines insights and data, sets actionable targets, tracks and monitors success against goals, and modifies plans in real time when needed. An adaptable leader who can manage ambiguity and lead through disruption and change. Uses knowledge, skills, and experience in the community by partnering with businesses and organizations to help build stronger businesses, stronger communities, and richer lives. Active in organizations that positively impact young professionals, support and advocate for education, and support the health of small businesses. Business Strategy Development - Collaborates with internal stakeholders to support the creation and delivery of integrated brand strategy and plan that delivers against agreed company targets. (Portfolio, Pricing and Promotion, Product roadmap and innovation, Price Differentials, Performance, Investment, Pilots, Assortment) - Own follow-through with critical paths and PIRs across key activities. - Leads the competitor evaluation and sets actions for growth in the short and long term. - Drives new ways of working and champions new behaviors. - Establishes a fit for future portfolio strategy to create a 3-5 year roadmap. Brand Building - Strategy & Development • Leads the consumer insights research planning for new product launches. • Uses a gate innovation process to lead product opportunity development, pre and post-implementation research plans, and commercialization of new products. volume and geo recommendations and ROI determinations for leadership approval. • Leads white paper concepting and product development of new products. • Collaborates with cross-functional teams to manage engagement through the product lifecycle. • Creates commercialization and channel plans for new products. • Creates digitally-focused communication plans that align with consumer journey mapping to drive product engagement. • P&L management - manages marketing BE of \$9M to support marketing and commercialization plans. (agency fees, COGs, productions costs) • Leads creative development with agency partners. • Leads go-to-market strategies for product launches. • Leads packaging development for new product initiatives. • Leads integrated marketing strategies and execution plans to support consumer products. B2B Product Education • Collaborates with Trade and Retail partners to ensure tightly aligned strategies for in-market product execution. • Supports the creation of sell-in documents and toolkits for product awareness. • Provides product information narrative and creative development for a digital educational platform that drives retailer's employee base understanding of key product initiatives to drive in-store awareness and sales. • Travels to U.S. markets to evaluate and develop in-market strategies. Compliance • Works with regulatory partners to complete and process product safety documentation.

[Upload a Resume](#)

Have you participated in Leadership High Point?

☐ Yes ☒ No

If yes, please list the year in which you participated in Leadership High Point:

Gender *

☒ Female

**RESOLUTION SUPPORTING THE RECLASSIFICATION OF HIGH POINT 911
TELECOMMUNICATORS**

WHEREAS, 911 telecommunicators are the first line of response during an emergency, and they deserve to be classified in a way that recognizes their work is on par with the work of other public safety servants classified as first responders;

WHEREAS, 911 telecommunicators require specialized training to perform a critical role in public safety, homeland security, and emergency responses;

WHEREAS, 911 telecommunicators work in a uniquely stressful environment, communicating with people in great distress, harm, fear, illness or injury, which can cause adverse impacts and trauma to these professionals;

WHEREAS, in September of 2021, U.S. Representatives Norma J. Torres and Brian Fitzpatrick announced that their 9-1-1 SAVES Actⁱ pass the House as part of the Fiscal Year 2022 National Defense Authorization Actⁱⁱ. The 9-1-1 SAVES Act is bipartisan legislation to reclassify 911 telecommunicators from “Office and Administrative Support” to “Protective Service Occupations” in the Office of Management and Budget’s Standard Occupational Classification (SOC) catalog;

WHEREAS, Senator Richard Burr of North Carolina introduced the 9-1-1 SAVES Act in the United States Senateⁱⁱⁱ, where it remained;

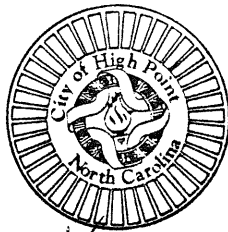
WHEREAS, 911 telecommunicators are working with elected officials around the country^{iv} to re-introduce this legislation with the next Congress^v, and local support will assist this effort;

WHEREAS, Representative James Roberson of Wake County issued a Representative Statement to the North Carolina General Assembly on February 15, 2023, recognizing 911 telecommunicators as first responders all throughout North Carolina.

NOW, THEREFORE, BE IT RESOLVED, that the High Point City Council distinguishes that 911 telecommunicators are considered public-safety first responders and is in support of bipartisan legislation to reclassify 911 telecommunicators from “Office and Administrative Support” to “Protective Service Occupations” in the Office of Management and Budget’s Standard Occupational Classification (SOC) catalog.

Adopted this the 21st Day of August 2023.

ATTEST



Sandra Keeney
Sandra Keeney
City Clerk

Jay Wagner
Jay Wagner, Mayor

CITY OF HIGH POINT

AGENDA ITEM

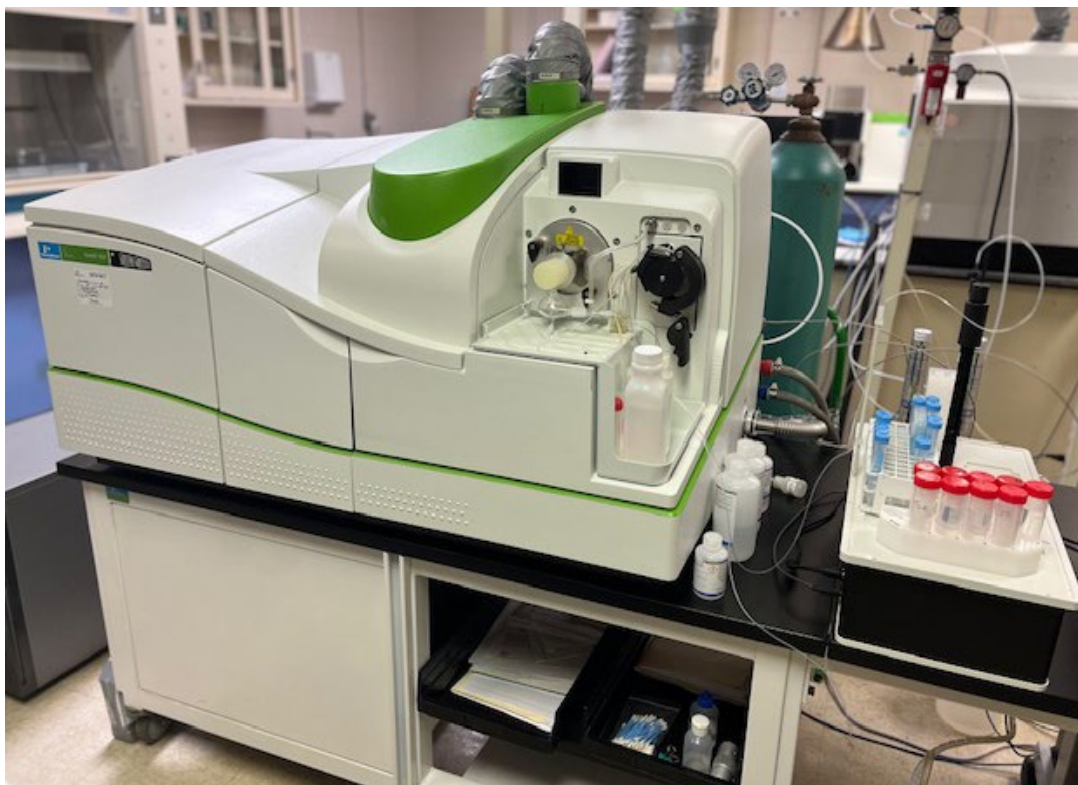
TITLE: Sole Source for On-Call Maintenance Contract for Metals Analysis Instrumentation Perkin Elmer	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Director Public Services	MEETING DATE: August 21, 2023
PUBLIC HEARING: No	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Quote	

PURPOSE: To utilize Perkin Elmer to perform the annual maintenance on a Perkin Elmer ICP-MS (Inductively Coupled Plasma Mass Spectrometry) unit that is used by the Laboratory Services Division for metals analysis on water and wastewater samples. This is a sole source request.

BACKGROUND: The Laboratory Services Division performs testing for all City regulated water and wastewater facilities and assists with preparing monthly compliance reporting. The Laboratory Services Division has historically retained an annual maintenance contract with Perkin Elmer to provide on-call maintenance service.

BUDGET IMPACT: Funding is available in the 2023-2024 Budget.

RECOMMENDATION/ACTION REQUESTED: Public Services is recommending that Perkin Elmer be approved as a sole source vendor to perform the annual manufacturer's maintenance requirements for metals analysis instrumentation for \$32,808.



PerkinElmer U.S. LLC
 710 Bridgeport Avenue
 SHELTON, CT
 06484-4794
 USA
 Tel:(855) 726-9377
 Fax:(203) 266-1072

ONESOURCE LABORATORY
 SERVICES

Quotation Number
40827825

Customer Contact
 ELAINE POTTS

Telephone Number
 336-883-3413

Contact Email
 elaine.potts@highpointnc.gov

Quote Expiration Date
 10/27/2023

Your Prior Agreement
 0035608976

Your Prior PO Number
 109973

Fax Number

GOLD SERVICE PLAN WITH 2PM VISITS

Site Address

CITY OF HIGH POINT
 121 N PENDLETON ST
 HIGH POINT NC 27261

Invoicing Address

CITY OF HIGH POINT
 ACCOUNTS PAYABLE
 P O BOX 230
 HIGH POINT NC 27261

Site Number
 100004088

Customer number
 4005261

Payment Terms		Billing Plan		Coverage Period		Page Number	
Due Upon Receipt		Yearly		10/22/2023 to 10/21/2024		1 of 4	
Line	Quantity	Model	Coverage Details	Gross Price	Disc/Uplift	Net Price	
10	1.000	ESISC2NOGPIB	ESI AS SC-2 OPTIMA & ELAN WITHOUT GPIB Coverage Dates 10/22/2023 to 10/21/2024 Serial No. (X2DXX-160310) Gold Service Plan with 2PMs 2 Preventive Maintenance Visits Unlimited Repair Service - Non-consumable Parts, Labor, Travel Phone/Remote Support 15% Discount on Training / 10% Discount on Qualification Services	2,592.00		2,592.00	
20	1.000	ICPN0772046	CHILLER-1HP 230V/60HZ TP QUIET Coverage Dates 10/22/2023 to 10/21/2024 Serial No. (4U1621175) Gold Service Plan with 2PMs 2 Preventive Maintenance Visits Unlimited Repair Service - Non-consumable Parts, Labor, Travel Phone/Remote Support 15% Discount on Training / 10% Discount on Qualification Services	1,032.00		1,032.00	
30	1.000	MASN8140041	ASSY- NEXION 350 X TOP LEVEL Coverage Dates 10/22/2023 to 10/21/2024 Serial No. (85XN6060801) Gold Service Plan with 2PMs 2 Preventive Maintenance Visits Unlimited Repair Service - Non-consumable Parts, Labor, Travel Phone/Remote Support 15% Discount on Training / 10% Discount on Qualification Services	27,900.00		27,900.00	
40	1.000	MASSOFTWARE	MAS SOFTWARE Coverage Dates 10/22/2023 to 10/21/2024 Serial No. (85XN6060801) Bronze Service Plan Unlimited Repair Service - Non-consumable Parts, Labor, Travel Phone/Remote Support 10% Discount on Training	1,284.00		1,284.00	

Gross Price

32,808.00

THIS QUOTATION IS SUBJECT TO PERKINELMER'S TERMS AND CONDITIONS OF SERVICE LOCATED AT <http://www.perkinelmer.com/corporate/policies/>, WHICH IS HEREBY INCORPORATED BY THIS REFERENCE. TERMS SUBJECT TO CREDIT APPROVAL.

PerkinElmer U.S. LLC
710 Bridgeport Avenue
SHELTON, CT
06484-4794
USA
Tel:(855) 726-9377
Fax:(203) 266-1072

Quotation Number
40827825

Customer Contact
ELAINE POTTS

Telephone Number
336-883-3413

Contact Email
elaine.potts@highpointnc.gov

Quote Expiration Date
10/27/2023

Your Prior Agreement
0035608976

Your Prior PO Number
109973

Fax Number

GOLD SERVICE PLAN WITH 2PM VISITS

Site Address

CITY OF HIGH POINT
121 N PENDLETON ST
HIGH POINT NC 27261

Site Number
100004088

Invoicing Address

CITY OF HIGH POINT
ACCOUNTS PAYABLE
P O BOX 230
HIGH POINT NC 27261

Customer number
4005261

Payment Terms	Billing Plan	Coverage Period	Page Number
Due Upon Receipt	Yearly	10/22/2023 to 10/21/2024	2 of 4

Discount	
Net Price	32,808.00

Note: Taxes will be applied to your invoice if applicable.

THE FUEL SURCHARGE OF \$375.00 IS BEING WAIVED FOR
THIS COVERAGE PERIOD
ONLY.

PerkinElmer U.S. LLC
710 Bridgeport Avenue
SHELTON, CT
06484-4794
USA
Tel:(855) 726-9377
Fax:(203) 266-1072

Quotation Number

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Customer number
4005261

Payment Terms
Due Upon Receipt

Billing Plan
Yearly

Coverage Period
10/22/2023 to 10/21/2024

Page Number
3 of 4

Billing Plan

Planned Invoice Date(s)	Invoice Amount(\$)
10/22/2023	32,808.00
Total billed	32,808.00

PerkinElmer Contact Information

Quoted By	RoseMary Massedge
Telephone Number	203-456-2206
Fax Number	
Email	RoseMary.Massedge@perkinelmer.com



PerkinElmer U.S. LLC
710 Bridgeport Avenue
SHELTON, CT
06484-4794
USA
Tel:(855) 726-9377
Fax:(203) 266-1072

ONESOURCE LABORATORY
SERVICES

Quotation Number

40827825

Quote Expiration Date
10/27/2023

Your Prior Agreement
0035608976

Your Prior PO Number
109973

Fax Number

Customer Contact
ELAINE POTTS

Telephone Number
336-883-3413

Contact Email
elaine.potts@highpointnc.gov

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100004088

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4005261

Payment Terms
Due Upon Receipt

Billing Plan
Yearly

Coverage Period
10/22/2023 to 10/21/2024

Page Number
4 of 4

NOTES:

1. This quotation is subject to the terms and conditions attached and is valid until the expiration date shown above.
2. Customer is responsible for applicable taxes, including sale, use and/or excise tax unless otherwise noted above.
3. If Preventative Maintenance is covered under your agreement, please indicate any special date requirements below.

PM#1 _____ PM#2 _____

If any information presented on the document is incorrect e.g Billing address, serial numbers, please indicate the required changes below:

PLEASE SIGN THIS MAINTENANCE AGREEMENT QUOTATION AND RETURN ORIGINAL COPY ALONG WITH YOUR PURCHASE ORDER TO:

By Mail :
PerkinElmer U.S. LLC
710 Bridgeport Avenue
SHELTON, CT
06484-4794
USA

By Fax:
OR
By Email: RoseMary.Massedge@perkinelmer.com

YOUR SIGNATURE BELOW CONFIRMS THAT YOU HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND THAT THE INFORMATION INCLUDED THEREIN IS CORRECT TO THE BEST OF YOUR KNOWLEDGE.

IN ORDER TO AVOID A LAPSE IN SERVICE COVERAGE, PLEASE FORWARD A PURCHASE ORDER PRIOR TO THE EFFECTIVE START DATE OF THE CONTRACT.

Accepted By:

Signature of Authorized Individual

Date

Print Name and Title

Date

Customer Purchase Order Number

Date

PerkinElmer Representative

Date

THIS QUOTATION IS SUBJECT TO PERKINELMER'S TERMS AND CONDITIONS OF SERVICE LOCATED AT <http://www.perkinelmer.com/corporate/policies/>, WHICH IS HEREBY INCORPORATED BY THIS REFERENCE. TERMS SUBJECT TO CREDIT APPROVAL.



Requisition # 36147

CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION FORM
(For Items Costing \$10,000.00 or More)
Statutory Reference N.C.G.S. 143-129(e)6

Vendor: PerkinElmer U.S. LLC

Item(s): Preventative Maintenance - Nexlon 350X (ICP/MS)

Justification:

Service contract for the Nexlon 350X (ICP/MS) instrument covering (2) preventative maintenance visits and (1) year of labor, travel and repair. This instrument is used for low level metal analysis.

Estimated expenditure for the above item(s): 32,808.00

Accounting Unit and Account(s): 621756-527101

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

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

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

Department Head/Authorized Personnel **Robby Stone** Digitally signed by Robby Stone
Date: 2023.08.07 16:49:12 -04'00'

Department/Division **Public Services/621756** Date **7/31/23**

APPROVAL PROCESS

Purchasing Manager **Candy E. Harmon** Digitally signed by Candy E. Harmon
Date: 2023.08.15 14:55:27 -04'00'

Financial Services Director **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn
Date: 2023.08.15 21:17:44 -04'00'

City Council (\$30,000 – Up)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Zoning Map Amendment 23-16 (Dawn Sweitzer, LLC)	
FROM: Sushil Nepal, AICP Planning & Development Director	MEETING DATE: August 21, 2023
PUBLIC HEARING: Yes	ADVERTISED DATE/BY: August 9 & 16, 2023 Planning & Development
ATTACHMENTS: A. Staff Report B. Zoning Ordinances	

PURPOSE:

A request by Dawn Sweitzer Properties, LLC to rezone approximately 0.8 acres from the Heavy Industrial (HI) District to the General Business (GB) District. The site is located along the east side of W. English Road, approximately 340 feet north of Westchester Drive (2427 and 2431 W. English Road).

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their July 25, 2023 public hearing. All members of the Commission were present, except for members Terry Venable and Ray Wheatley. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking on the request:

The applicant, Ms. Dawn Sweitzer, 2431 W. English Road, High Point, spoke in favor of the request. She outlined how half of her facility is zoned GB and half is under the HI district standards. She desires to have all land of her event center/art studio under the same zoning designation (GB District) to facilitate her future expansion.

There were no speakers in opposition to the request.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION/ACTION REQUESTED:

A. Staff Recommendation

Staff recommended **approval** of this request as outlined in the attached staff report.

B. Planning and Zoning Commission Action

1. The Planning and Zoning Commission recommended **approval** of this request, as recommended by staff, by a vote of 5-0 (*vote-count based on having two absent members and two vacant seats on the commission*).

2. Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 5-0 to **approve** the following statement:



CITY OF HIGH POINT

AGENDA ITEM



That Zoning Map Amendment 23-16 is consistent with the City's adopted policy guidance because the requested GB District is supported by the Land Use Plan classification that has allowed for the establishment of commercial uses adjacent to the site, and by policy guidance in the Community Growth Vision Statement and the Core City Plan to encourage arts and design-related businesses. Furthermore, the request is reasonable and in the public interest because the zoning request will bring all lands associated with the applicant's development under the same zoning district and will establish a consistent GB District zoning pattern upon lands adjacent to this signalized intersection.

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

**STAFF REPORT
ZONING MAP AMENDMENT ZA-23-16
July 25, 2023**

Request	
Applicant: Dawn Sweitzer Properties, LLC	Owner: Dawn Sweitzer Properties, LLC
Zoning Proposal: To rezone approximately 0.8 acres	From: HI Heavy Industrial District
	To: GB General Business District
Notices: - Applicant held a Citizen Information Meeting <i>(Not required, re zoning to a less intensive district)</i> - As required by Section 2.3.6 (Notification) of the Development Ordinance, the Planning and Development Department provided published, mailed and posted notice of this public hearing.	

Site Information	
Location:	The site is located along the east side of W. English Road, approximately 340 feet north of Westchester Drive <i>(2427 and 2431 W. English Road)</i> .
Tax Parcel Numbers:	Guilford County Tax Parcels 194316 and 194318
Site Acreage:	Approximately 0.8 acres
Current Land Use:	The zoning site consists of two parcels, one is undeveloped and the other developed with a 11,160 square foot structure.
Physical Characteristics:	The site is fairly level with no noteworthy features. The rear of the site (eastern boundary) abuts the Norfolk Southern Railroad right-of-way.
Water and Sewer Proximity:	A 8-inch City water line and an 8-inch City sewer line lie adjacent to the site along W. English Road.
General Drainage and Watershed:	The site drains in a general southerly and southeasterly direction and is within the Yadkin Pee-Dee (non-water supply) watershed. Dependent upon the total acreage and allowable development intensity, stormwater control measures may be required.
Overlay District:	Core City Area

Adjacent Property Zoning and Current Land Use			
North:	HI	Heavy Industrial District	Industrial/warehousing facility
South:	CU-LI	Conditional Use Light Industrial District	Equipment leasing facility
East:	HI	Heavy Industrial District	Industrial manufacturing facility <i>(across railroad tracks)</i>
West:	HI GB	Heavy Industrial District General Business District	Industrial service uses.

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	<u>Obj. 4F</u> : Introduce new uses and creative industries, including artist studios and living space, small business incubators, and live/work units, and support them through zoning.
Land Use Plan Map Classification:	The site has a Heavy Industrial land use designation. This classification is intended to accommodate the whole range of assembling, fabricating, and heavy manufacturing activities, some of which have significant environmental impacts or nuisance effects, as well as certain intense and large-scale, open land uses like wastewater treatment plants, landfills and quarries.
Land Use Plan Goals, Objectives & Policies:	The following objective of the Land Use Plan is relevant to this request: Obj.#10. Target appropriate established neighborhoods and areas adjoining the central business district and industrial locations for conservation and revitalization activities including public and private investment.
Relevant Area Plan:	<u>Core City Plan</u> This plan adopted in 2007 identifies the site as being within a rail-oriented Industrial District that is recommended for revitalization. The plan designation should not be interpreted to limit the potential uses of the property, despite being adjacent to the railroad. Instead, the plan talks about improving the overall image of the industrial areas, including through design strategies like using higher-end building materials, especially along high visibility streets. It also talks about marketing the area, specifically stating that “(a)rtists, designers, and specialty craft producers provide an excellent recruitment opportunity for the Core City.”
Zoning History:	There has been no recent rezoning activity in this area.

Transportation Information			
Adjacent Streets:	Name		Classification
	W. English Road		Major Throughfare
	Approx. Frontage		
	150 ft <i>(total for both parcels)</i>		
Vehicular Access:	Via driveway access from W. English Road.		
Traffic Counts: <i>(Average Daily Trips)</i>	W. English Road	6,100 AADT <i>(NCDOT 2021 trip count)</i>	
Estimated Trip Generation:	An event center/art gallery use is typically not a very large trip generator on a daily basis. Such facilities usually have their peak trip impacts when an event is occurring, which typically occurs at off-peak hours in the evenings or weekend. Based upon the size of the existing structures, it is estimated this facility will generate approximately 104 daily trips, with around 8 trips in the peak hours.		
Traffic Impact Analysis (TIA):	Required		TIA Comments
	<u>Yes</u>	<u>No</u> X	A TIA is not required. This analysis is only required for developments that generate more than 150 trips within the AM or PM peak hours.

School District Comment

Not applicable to this zoning case.

Details of Proposal

The applicant owns four abutting parcels in this 2400 block of W. English Road where she operates and proposes expansion of an assembly use (event center) and a cultural facility use (art gallery & studio). This development consists of two parcels (2429 & 2435 W. English Road, which has a GB District zoning that permits these uses. The other two parcels (2427 & 2431 W. English Road), has a HI District zoning that does not permit these proposed uses. To bring all her parcels under the same zoning standard and to support expansion of her facility, the applicant has requested rezoning of the two HI zoned parcels to the GB District.

Staff Analysis

The parcels making up the applicant's development lie approximately 340 feet north of the signalized intersection of W. English Road and Westchester Drive. The Land Use Plan supports commercial related land uses at the intersection of these two major thoroughfares, which is situated where the Heavy Industrial land use classification transitions to the Local/Convenience Commercial classification. This land use policy in support of commercial zoning has been firmly established for this area with the GB District zoning already being established on most of the lands adjacent to this intersection.

The establishment of GB District zoning for the two parcels associated with this zoning request would be appropriate:

1. Because of the zoning site's proximity to a commercially designated intersection,
2. Because two of the four parcels of this development already having GB District zoning; and
3. Because the GB District zoning has already been established on some of the parcels along the opposite side of W. English Road.

Section 2.4.20.C. of the Development Ordinance states that the advisability of a zoning map amendment is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. In determining whether to adopt or deny a proposed zoning map amendment, the City Council shall weigh the relevance of and consider the following:

Consistency with Adopted Policy Guidance

Whether and the extent to which the proposed zoning map amendment is appropriate for its proposed location, and is consistent with the City's adopted policy guidance.

The requested GB District is supported by the Land Use Plan classification that has allowed for the establishment of commercial uses adjacent to the site, and by policy guidance in the Community Growth Vision Statement and the Core City Plan to encourage arts and design related businesses.

Reasonableness/Public Interest:

Why a decision to approve, or to deny, the proposed zoning map amendment would be reasonable and in the public interest.

The zoning request will bring all lands associated with the applicant's development under the same zoning district and will establish a consistent GB District zoning pattern upon lands adjacent to this signalized intersection.

Recommendation

Staff Recommends Approval:

The Planning and Development Department recommends approval of the request to rezone these two parcels, totaling 0.8 acres, to the GB 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:

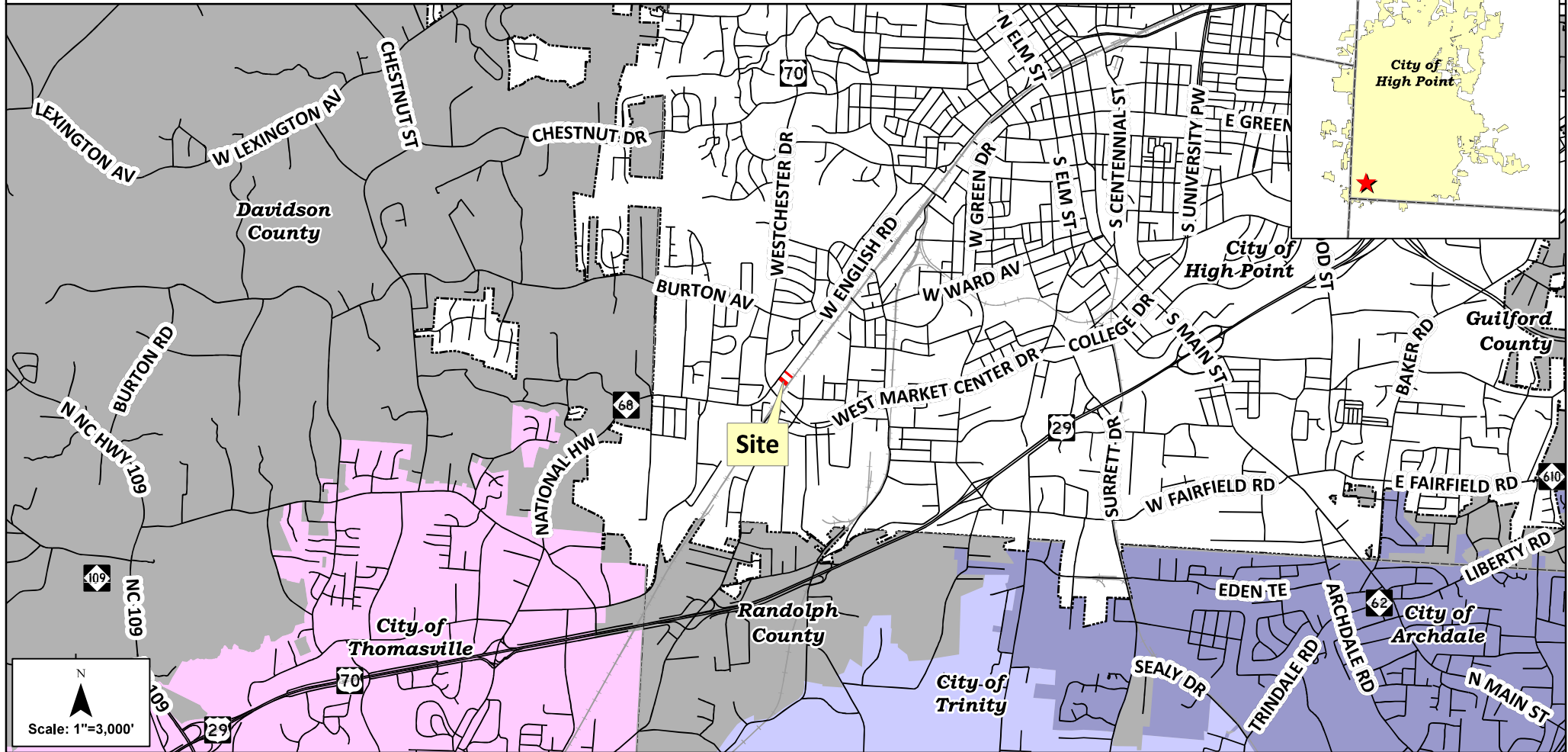
The NC General Statutes require that the City Council also place in the official record a statement of consistency with the City's adopted plans, and explain why the action taken is considered to be reasonable and in the public interest when rendering its decision in this case. This may be accomplished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

Report Preparation

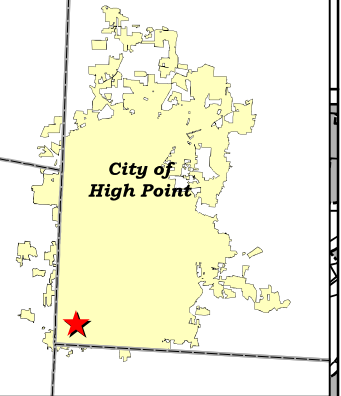
This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Sushil Nepal AICP, Planning and Development Director.

LOCATION MAP

ZONING MAP AMENDMENT: ZA-23-16
Applicant: Dawn Sweitzer Properties LLC

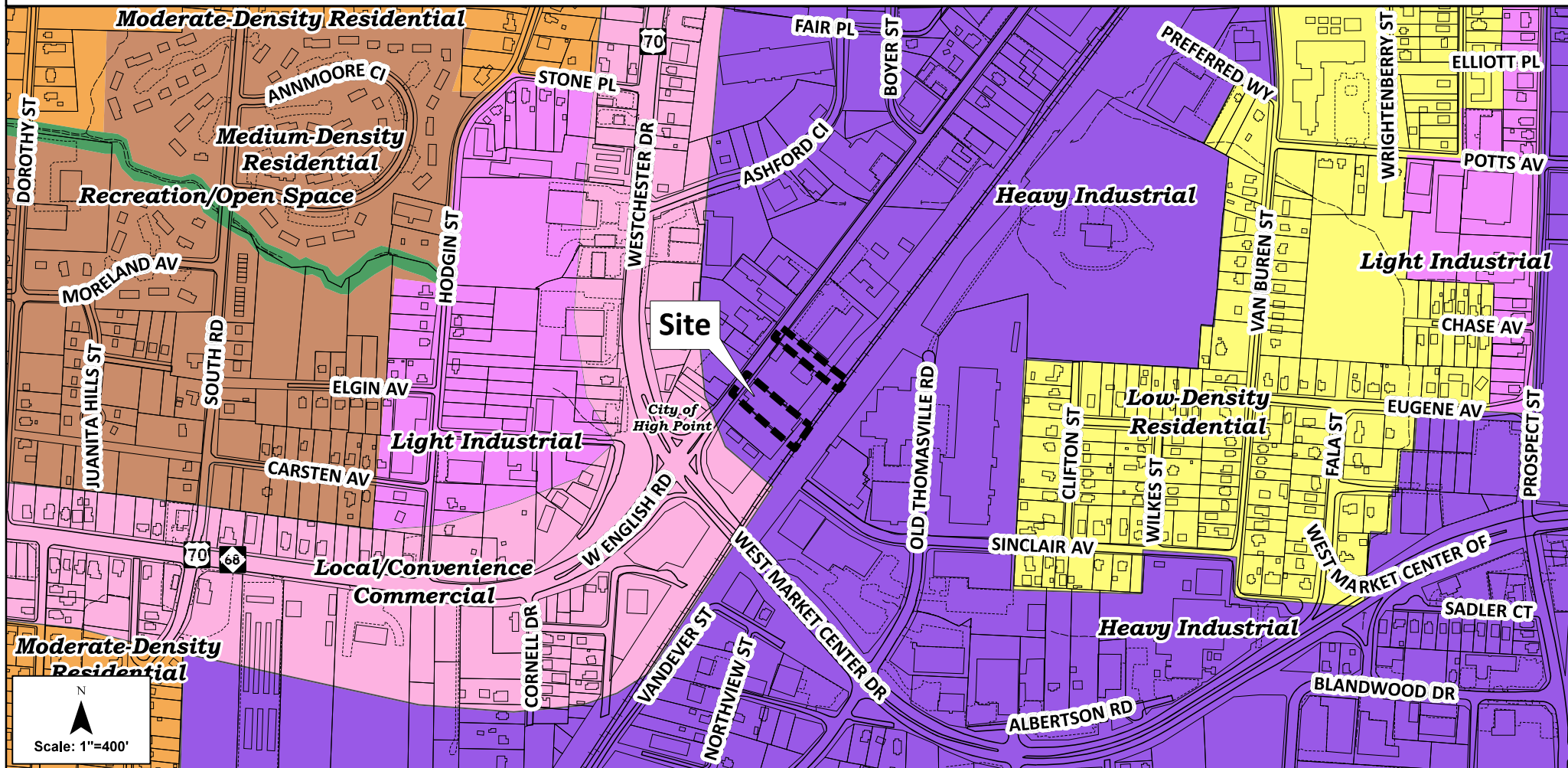


Vicinity Map

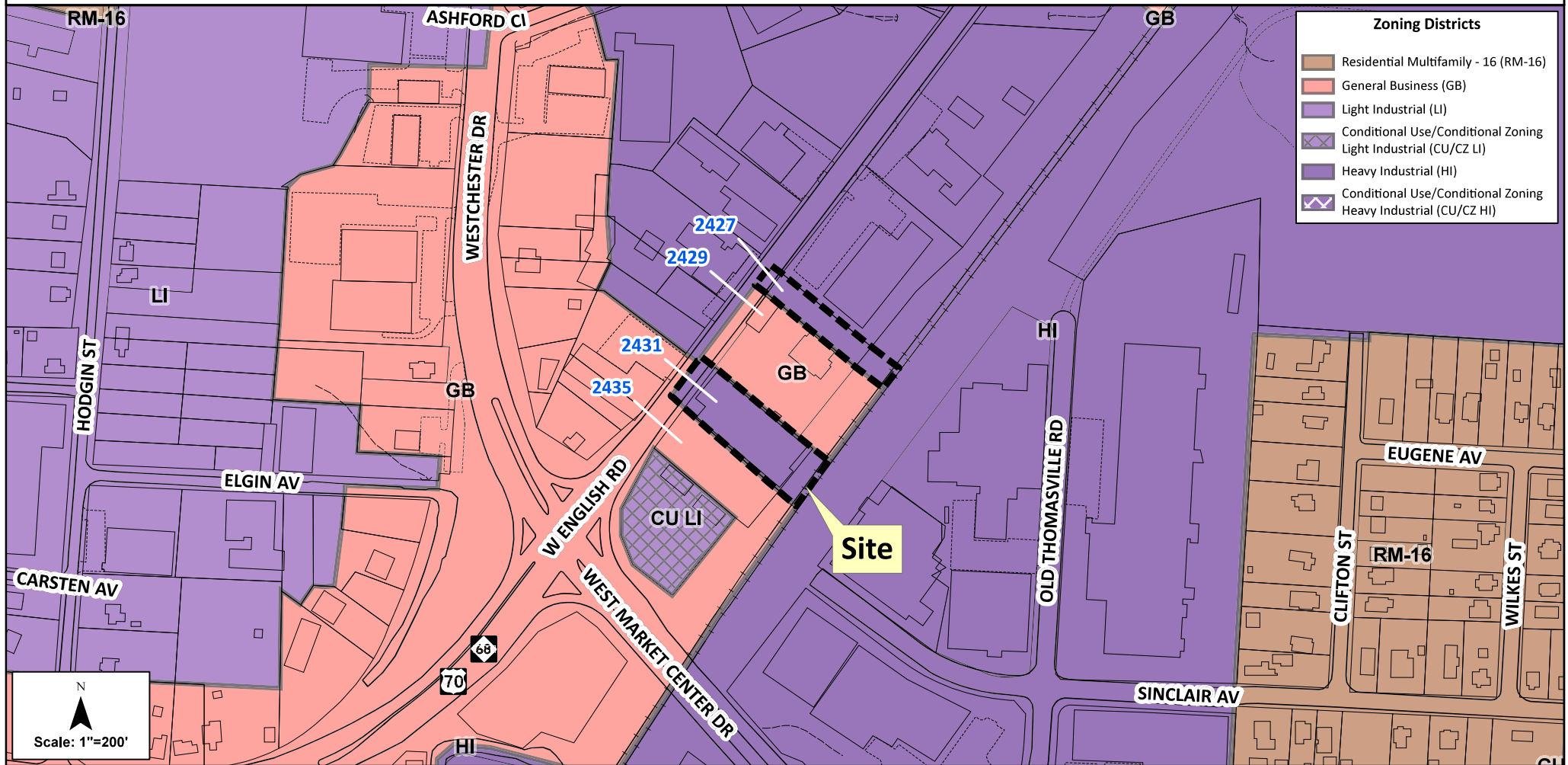


ZONING MAP AMENDMENT: ZA-23-16

LAND USE PLAN MAP



ZONING MAP AMENDMENT: COLOR-CODED ZONING MAP



ZONING MAP AMENDMENT: ZA-23-16

AERIAL PHOTOGRAPHY (FEB. 2022)



AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.20, ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of the City of High Point adopted “The City of High Point Development Ordinance” on May 16, 2016 with an effective date of January 1, 2017, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on July 25, 2023 and before the City Council of the City of High Point on August 21, 2023 regarding **Zoning Map Amendment Case ZA-23-16 (ZA-22-16)** 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 July 15, 2023, for the Planning and Zoning Commission public hearing and on August 9, 2023 and August 16, 2023, for the City Council public hearing pursuant to Chapter 160D-602 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 **August 16, 2023**.

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 a: **General Business (GB) District**. The property is approximately 0.8 acres, located along the east side of W. English Road, approximately 600 feet north of Westchester Drive (*2427 and 2431 W. English Road*). The property is also known as Guilford County Tax Parcels 194316 and 194318.

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.

Adopted by the City Council
City of High Point, North Carolina
The 21st day of August, 2023

By: _____
Jay W. Wagner, Mayor

ATTEST:

Sandra R. Keeney, City Clerk

"AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS
PASSED THROUGH BY GUILFORD COUNTY

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

Section 1. The proposed amendment appropriates \$3,000,000 in funds from Guilford County for the D-Up, Inc. Washington Street Enhancement project.

Section 2. The 2023-2024 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Special Revenue Fund revenues be amended as follows:

Guilford County	\$3,000,000
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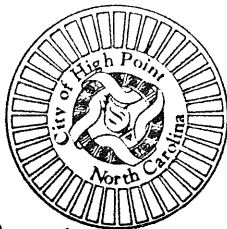
(B) That the following Special Revenue Fund expenditures be amended as follows:

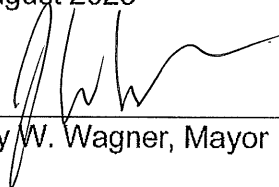
D-Up, Inc.	\$3,000,000
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

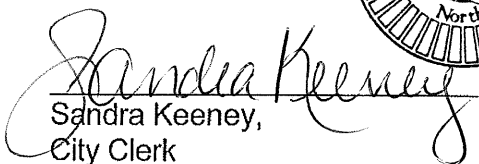
Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 21st day of August 2023




Jay W. Wagner, Mayor

ATTEST


Sandra Keeney,
City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Plan Amendment 21-08
(City of High Point)

From: Chris Andrews,
Interim Planning and Development Director

Meeting Date: January 18, 2022

Public Hearing: Yes

Advertising Date: January 5, 2022, and
January 12, 2022

Attachments: A. Staff Report
B. Plan Amendment Resolution

Advertised By: Planning & Development

PURPOSE:

Eastchester Drive/I-74 Land Use Assessment (Hilton Court and Gordon Court)

A request to change the future land use classification for approximately 6.5 acres to the Recreation/Open Space Classification and approximately 2.4 acres to the Office land use classification.

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their December 14, 2021 public hearing. All members of the Commission were present except for Ms. Angela McGill, Mr. Alex Moore and Mr. Joan Swift. Ms. Heidi Galanti, Planning Administrator, presented the case and recommended approval of the request as outlined in the staff report.

She also noted that the Eastchester Drive/I-74 Land Use Assessment Study was reviewed by the Planning and Zoning Commission in March 2021 and adopted by the City Council in May 2021. In conclusion, Ms. Galanti stated that she received phone calls from Vesta Kennedy and Stacey Jolly, both of whom live within tract 1 (as shown in the staff report) and had questions about how the change would impact the watershed.

Speaking on the request:

There were no public comments regarding the request.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. Staff Recommendation

Staff recommended ***approval*** of this request as outlined in the attached staff report.

B. Planning and Zoning Commission Action

The Planning and Zoning Commission recommended ***approval*** of this request, as recommended by staff, by a vote of 6-0.

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

**STAFF REPORT
PLAN AMENDMENT 21-08
December 14, 2021**

Requests		
Applicant: City of High Point	Owner: Tract 1: The Heroes Center, Inc.; Robert and Stacey Jolly; and the City of High Point Tract 2: JT and Alice Callahan; and Bobby, Elizabeth, Phyllis, and Rhonda Idol	
Plan Amendment Proposal: To change the future land use classification for approximately 6.5 acres to the Recreation/Open Space Classification and approximately 2.4 acres to the Office land use classification.	From:	Tract 1: Low-Density Residential Tract 2: Low Density Residential
	To:	Tract 1: Recreation/Open Space Tract 2: Office

Site Information	
Location:	Tract 1: is adjacent to Oak Hollow Lake and lies at the Western Terminus of Hilton Court. Tract 2: is located on the south side of Gordon Court.
Acreage:	Tract 1: Approximately 6.5 acres Tract 2: Approximately 2.4 acres
Current Land Use:	Single-family and undeveloped

Adjacent Property Current Land Use Tract 1	
North:	Single-family residential and office
South:	Single-family residential and undeveloped
East:	Single-family residential and undeveloped
West:	Oak Hollow Lake

Adjacent Property Current Land Use Tract 2	
North:	Single-family residential and NCDOT right-of-way
South:	Single-family residential
East:	Single-family residential
West:	Single-family residential and undeveloped

Adjacent Land Use Plan Designations Tract 1	
North:	Recreation/Open Space and Office
South:	Recreation/Open Space and Low-Density Residential
East:	Low-Density Residential
West:	Recreation/Open Space

Adjacent Land Use Plan Designations Tract 2	
North:	Low-Density Residential
South:	Low-Density Residential
East:	Low-Density Residential
West:	Office

Purpose of Existing and Proposed Land Use Plan Designations	
Existing Designation:	Low-Density Residential: 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.
Proposed Designation:	Tract 1: Recreation/Open Space: Lands for recreation or open space are included in this classification, offering either active use or passive enjoyment and environmental protection. Tract 2: Office: This classification includes professional, personal and business service uses.

Relevant Land Use Policies and Plan Amendment History	
Community Growth Vision Statement	The following goal and objectives of the Community Growth Vision Statement are relevant to this request: Goal 1: Preserve and enhance High Point's most important natural and cultural resources. Obj. 1B: Preserve and link environmentally sensitive lands such as floodplains, wetlands, and steep slopes. Obj. 1C: Protect the city's water supply through compatible use and design innovations and minimizing disturbance of land.
Land Use Plan Goals, Objectives & Policies:	The following goal and objective of the Land Use Plan are relevant to this request: Goal #1: Ensure that development respects the natural environment. Obj. #2. Protect and preserve environmentally sensitive locations including designated open space and watershed critical areas from inappropriate development.
Relevant Area Plan(s):	<u>Eastchester Drive Corridor Plan - Phase II (Lassiter Drive to Penny Road)</u> The Eastchester Drive Corridor Plan Phase II is neither in support of nor in opposition to the proposed amendment. <u>Eastchester and I-74 Land Use Assessment</u> – The following recommendations of the assessment are relevant to this request: - The City should consider purchasing land adjacent to Oak Hollow Lake in Tier 1 as it becomes available to enhance water quality protection. Area 2 of the Land Use Assessment [Tract 1 of PA 21-08 is a portion of Area 2] is located immediately adjacent to Oak Hollow Lake. It is in Tier 1 and Tier 2 of the Oak Hollow Lake WCA

	and contains approximately 19 acres. The current land uses in this area are single-family residential. As a general policy, as properties around the lake in Tier 1 become available, the City should consider purchasing them to protect the city's drinking water supply. The land use designation is recommended to change from Low-Density Residential to Recreation/Open Space to reflect this desire. The current zoning for Area 2 is R-3 and it should remain. • Area 5 [Tract 2 of PA 21-08 is a portion of Area 5] consists of 4 lots, some of which have frontage on Eastchester Drive, but can only be accessed off the new cul-de-sac west of the traffic circle (Gordon Court). Most of this area is within the City Lake GWA, except for a small portion at the intersection of Eastchester Drive and the I-74 exit ramp that is in the Oak Hollow Lake WCA. The area consists of approximately 4 acres and the current use is single-family detached residences. This area backs up to the Breckenridge residential neighborhood and protection of this neighborhood is important to maintain its stability. Due to the lack of direct access, possible land uses for this area are office and higher density residential uses such as townhomes, condominiums, or apartments. Due to the impacts of traffic noise and light glare, this area may no longer be viable for single-family detached residences. The Office land use designation should be expanded to include all the properties in Area 5. The current zoning for Area 5 is R-3.
LUPA History:	These areas have been designated as Low-Density Residential since the early 1980's. The Recreation/Open Space classification was added in the 1992 Land Use Plan. There have not been any land use amendments in this area.

Details of Proposal

Summary of Land Use Plan Amendment Request:

The City of High Point is requesting Land Use Plan amendments for Tract 1, from Low-Density Residential to Recreation/Open Space and for Tract 2, from Low-Density Residential to Office in accordance with the recommendations of the recently adopted Eastchester and I-74 Land Use Assessment.

Staff Analysis

The Eastchester and I-74 Land Use Assessment was adopted by City Council on May 19, 2021, and recommended two Land Use Plan amendments. Tract 1 is located adjacent to Oak Hollow Lake and is in Tier 2 of the Oak Hollow Lake Watershed Critical Area (WCA) and contains portions of three lots that total approximately 6.5 acres. Tier 2 of this WCA only allows new residential uses at 1 dwelling unit per acre. The other portions of the three lots are in Tier 1 of the Oak Hollow Watershed Critical Area which does not allow for any new development except public water dependent structures. The current land uses in this tract are single-family residential and a portion of an

undeveloped parcel that is owned by the City of High Point. The assessment recommends, as a general policy, as properties around the lake in Tier 1 become available, the City should consider purchasing them to protect the city's drinking water supply." Since portions of these lots are within Tier 1 of the WCA, the land use designation is recommended to change from Low-Density Residential to Recreation/Open Space to reflect the desire to protect the watershed area.

Tract 2 consists of a portion of three lots, two of which have frontage on Eastchester Drive and are already designated as Office. Due to restricted access by NCDOT, these lots can only be accessed off Gordon Court. This tract is within the City Lake GWA, which restricts new development to not exceed 70% built-upon area. The area consists of approximately 2.4 acres and the current use is single-family detached residences. Possible future land uses for this area are office and higher density residential uses such as townhomes, condominiums, or apartments. Due to the impacts of traffic noise and light glare, this area may no longer be viable for single-family detached residences. The Office land use designation should be expanded to include all the properties in Tract 2.

Recommendation

Staff Recommends Approval:

Staff recommends approval of the request to change the land use for Tract 1, from Low-Density Residential to Recreation/Open Space and for Tract 2, from Low-Density Residential to Office. Due to the constraints on these sites, the land use classifications will be in harmony with the land use pattern of the surrounding area.

Report Preparation

This report was prepared by Planning and Development Department staff member Heidi Galanti AICP, Planning Services Administrator, and reviewed by Herb Shannon, AICP, Senior Planner.

List of Attachments:

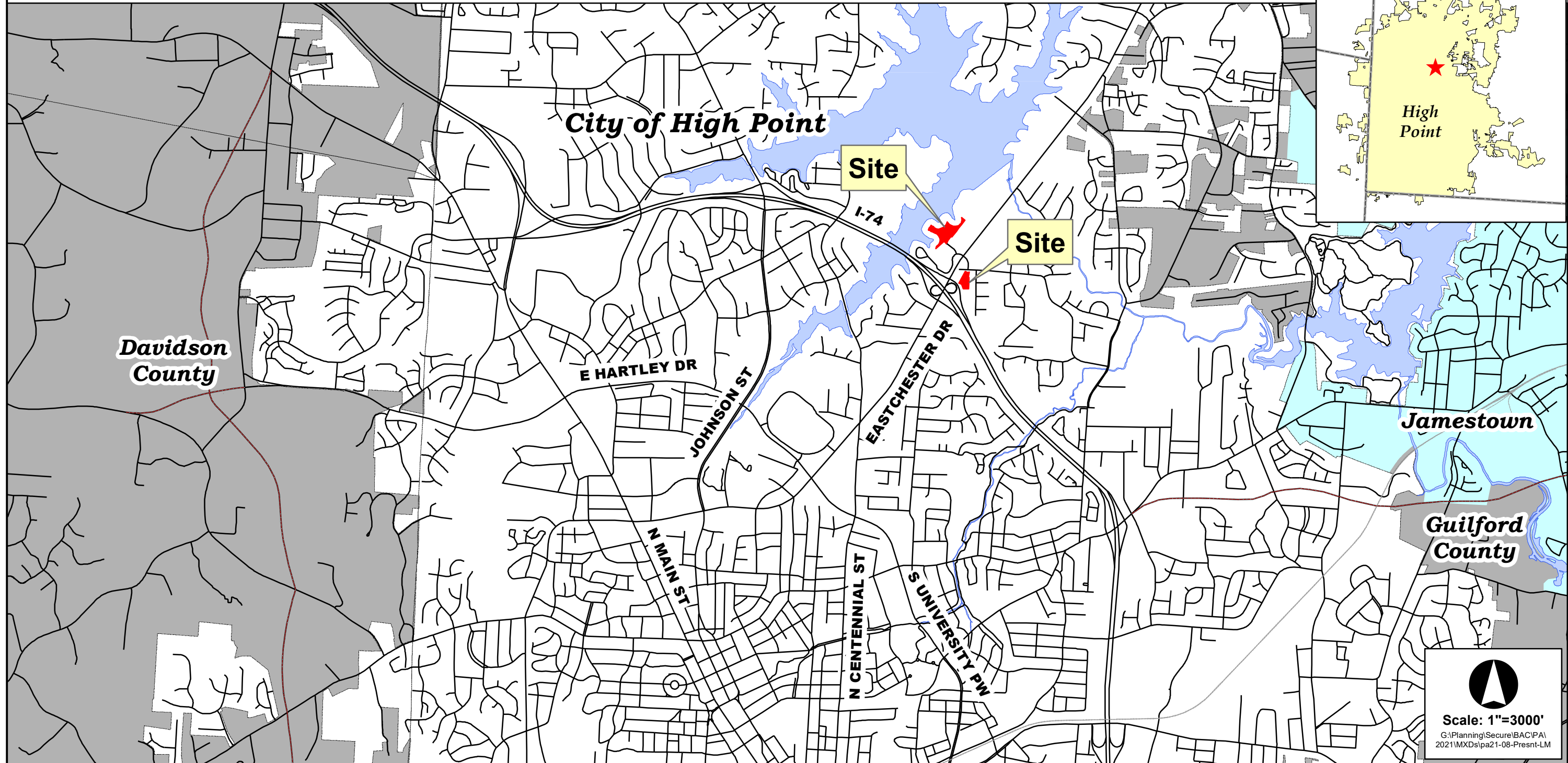
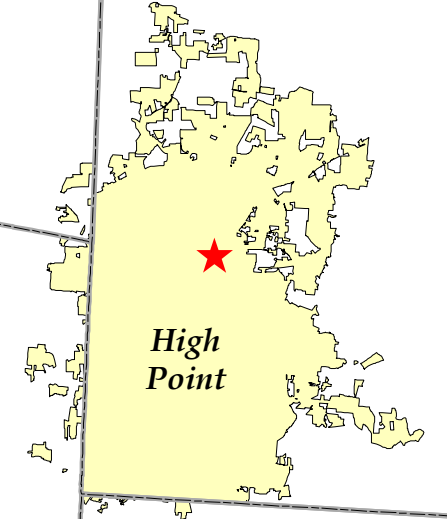
Land Use Map

LOCATION MAP

PLAN AMENDMENT: PA-21-08

Applicant: City of High Point

Vicinity Map



Scale: 1"=3000'

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PLAN AMENDMENT: PA-21-08

***Recreation/
Open Space***

Tract 1
From: Low-Density Residential
To: Recreation/Open Space

***Recreation/
Open Space***

Oak Hollow
Lake

HILTON CT

EASTCHESTER DR

HERRON PT

I-74 W

CYPRESS CT

I-74 E

***Low-Density
Residential***

KIMBERLY PL

Office

Tract 2
From: Low-Density Residential
To: Office

Low-Density Residential

GORDON RD

LAZY LN

CASTLE GATE CT

BRECKENRIDGE CT



Scale: 1"=300'

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A RESOLUTION AMENDING THE *LAND USE PLAN FOR THE HIGH POINT PLANNING AREA*

WHEREAS, the City Council of the City of High Point adopted the *Land Use Plan for the High Point Planning Area* on April 6, 2000, and

WHEREAS, changing circumstances may warrant that from time to time a particular land use designation be changed from one classification to another; and

WHEREAS, public hearings were held before the High Point Planning and Zoning Commission on December 14, 2021 and before the City Council of the City of High Point on January 18, 2022, regarding this proposed amendment (PA 21-08) to said *Land Use Plan for the High Point Planning Area*.

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

SECTION 1. That the *Land Use Plan for the High Point Planning Area* be amended by reclassifying approximately 6.5 acres (as shown on the attached map) from Low-Density Residential to Recreation/Open Space and 2.4 acres (as shown on the attached map) from Low-Density Residential to Office.

SECTION 2. Should any section or provision of this resolution be declared invalid, such decision shall not affect the validity of remaining portions of this resolution.

SECTION 3. This resolution shall become effective immediately upon adoption.

Adopted by City Council
City of High Point, North Carolina
The 18th day of January 2022

By: _____
Jay W. Wagner, Mayor

ATTEST:

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Zoning Map Amendment 23-18 (Brian Craven et al)	
FROM: Sushil Nepal, AICP Planning & Development Director	MEETING DATE: August 21, 2023
PUBLIC HEARING: Yes	ADVERTISED DATE/BY: August 9 & 16, 2023 Planning & Development
ATTACHMENTS: A. Staff Report B. Zoning Ordinances	

PURPOSE:

A request by Brian Craven et al, to rezone approximately 13.7 acres from the Residential Multifamily – 16 (RM-16) District and the Residential Single Family – 5 (R-5) District to a Planned Development – Periphery (PD-P) District. The site is located along the north and south sides of Woodside Drive and at the northeast corner of N. Centennial Street and Beaucrest Drive.

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their July 25, 2023 public hearing. All members of the Commission were present, except for members Terry Venable and Ray Wheatley. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking on the request:

Speaking in favor of the request on behalf of the applicant was Mr. Marc Isaacson, attorney, Isaacson-Sheridan, 804 Green Valley Road, Greensboro. Mr. Isaacson provided an overview of the proposal to rezone the site for a mixed use project consisting of a high-density multifamily development and a one-acre commercial/mixed-use tract. He provided an illustrative plan of how the multifamily tract may develop and building elevation photos to depict the façade concept under consideration for the commercial tract. In conclusion, Mr. Isaacson stated that his client does not agree to the staff's recommendation to add a condition requiring installation of a sidewalk along Woodside Drive, as their engineer has not fully evaluated the feasibility of such a request.

Speaking in opposition to the request was Ms. Linda Gomez, 2019 Arden Place. She expressed concerns as to how stormwater runoff from the site will be addressed. She explained that they have had problems with the abutting shopping centers stormwater control pond failing and flooding their property off Arden Place. She also expressed concern with traffic from the proposed project negatively impacting Beaucrest Avenue and Guyer Street.

Once the public hearing was closed, the Commission had a lengthy deliberation pertaining to the staff recommendation for inclusion of a condition to install a sidewalk along Woodside Avenue. After clarification as to the intent of this condition, the P&Z Commission, staff and the applicant agreed to include this condition in the PD Ordinance. However, language of the condition is to be amended to allow remove this development standards if it is determined by the Technical Review Committee that installation the sidewalk was not feasible.



CITY OF HIGH POINT

AGENDA ITEM



BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION/ACTION REQUESTED:

A. Staff Recommendation

Staff recommended **approval** of this request as outlined in the attached staff report.

B. Planning and Zoning Commission Action

1. The Planning and Zoning Commission recommended **approval as amended at their July 25, 2023 public hearing**, by a vote of 5-0 (*vote-count based on having two absent members and two vacant seats on the commission*).

Amendment to zoning conditions approved by the Commission.

II. D.3.b

In conjunction with development of Tract 1, a sidewalk shall be installed around the Woodside Drive cul-de-sac. This sidewalk shall extend westward along one side of Woodside Drive to the N. Centennial Street right-of-way, subject to a reasonable determination of feasibility by the Technical Review Committee (TRC).

2. Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 5-0 to **approve** the following statement:

That Zoning Map Amendment 23-18 is consistent with the City's adopted policy guidance because the zoning request proposes to expand the commercial and higher density residential land use in this area. Adopted policy guidance documents generally encourage such land uses when adjacent to the intersection of major thoroughfares and when abutting higher intensity commercial land uses. Furthermore, the request is reasonable and in the public interest because it is reasonable to promote high density infill residential/mixed use developments on larger tracts of land abutting commercial land use



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

**STAFF REPORT
ZONING MAP AMENDMENT ZA-23-18**

August 21, 2023

(Revised)

Request	
Applicant: Brian Craven	Owners: Vicki B. Craven, Michael C. Brown and Brian Craven
Zoning Proposal: To rezone approximately 13.7 acres.	From: R-5 Residential Single Family – 5 District RM-16 Residential Multifamily – 16 District
	To: PD-P Planned Development-Periphery District
Notices: • Applicant held a Citizen Information Meeting (Yes) • As required by Section 2.3.6 (Notification) of the Development Ordinance, the Planning and Development Department provided published, mailed and posted notice of this public hearing.	

Site Information	
Location:	The site is located along the north and south sides of Woodside Avenue and at the northeast corner of N. Centennial Street and Beaucrest Avenue.
Tax Parcel Number:	Guilford County Tax Parcels 182649, 182650, 182660, 182663, 182664, 182665, 182666 and 182669
Site Acreage:	Approximately 13.7 acres
Current Land Use:	Multifamily structures (apartment complex) and single family dwellings.
Physical Characteristics:	The site has a moderately sloping terrain. An intermittent stream and 100-year flood plain area runs across the northeastern portion of the site.
Water and Sewer Proximity:	There are 6-inch City water lines and 8-inch City sewer lines adjacent to the site along N. Centennial Street, Beaucrest Avenue and Woodside Avenue.
General Drainage and Watershed:	The site drains in a general northeastern direction and development is subject to the City Lake General Watershed Area requirements. Primary stormwater control measures are required for development with a total impervious surface area greater than 24% of the site.
Overlay District:	City Lake General Watershed Area (GWA)

Adjacent Property Zoning and Current Land Use			
North:	LB CU-RC	Limited Business District Conditional Use Retail Center District	Undeveloped parcels and a major retail establishment
South:	R-5	Residential Single Family – 5 District	Single family homes a religious institution (church)
East:	R-5	Residential Single Family – 5 District	Single family homes
West:	LB I	Limited Business District Institutional District	Minor retail establishment and major school

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	Goal 3: Create more mixed use areas, while reinforcing existing ones, to minimize traffic, maximize the utilization of infrastructure, and so people can live, work and play in one location. <u>Obj. 3B:</u> Establish new or redeveloped mixed use areas at key intersections where suitable land use and development patterns exist. <u>Obj. 3D:</u> Include high-density residential development as a component of existing and new mixed use areas for the purposes of utilizing land efficiently, pairing people with convenient goods and services, supporting the commercial uses, and minimizing traffic.
Land Use Plan Map Classification:	The site has three Land Use Plan designations: • <u>Low-Density Residential:</u> 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. • <u>Medium-Density Residential:</u> This classification includes a variety of attached dwellings, generally including higher density townhouses and less land-intensive multi-family housing such as garden apartments. Development densities shall range from 8 – 16 dwelling units per gross acre. • <u>Office:</u> This classification includes professional, personal and business service uses.
Land Use Plan Goals, Objectives & Policies:	The following objectives of the Land Use Plan are relevant to this request: Obj. #3. Provide opportunities for an adequate supply of affordable housing at appropriate locations convenient to employment, shopping and service areas. Obj. #8. Stimulate more efficient use of the City's land resources by encouraging in-fill, mixed-use, cluster development and higher residential densities at appropriate locations. Obj. #9. Where feasible and appropriate, provide a transition in land uses between more and less intensive land uses.
Relevant Area Plan:	None applicable
Zoning History:	There have been no recent zoning approvals in this area. The most recent zoning cases took place between the late 1980s and early 2000s that established limited intensity commercial uses north of the site along the Eastchester Corridor.

Transportation Information			
Adjacent Streets:	Name	Classification	Approx. Frontage
	N. Centennial Street	Minor Throughfare	336t.
	Woodside Avenue	Local Street	50 ft.
	Beaucrest Avenue	Local Street	552 ft.
Vehicular Access:	Via installation of a public street cul-de-sac off Woodside Avenue Via driveway access from N. Centennial Stret and Beaucrest Avenue.		
Traffic Counts: (Average Daily Trips)	N. Centennial Street	9,500 AADT (2021 NCDOT traffic count)	
	Woodside Avenue	None	
	Beaucrest Avenue	None	

Estimated Trip Generation:	The proposed mixed use development is anticipated to generate approximately 2,620 daily trips (during a 24-hour time period) with approximately 239 AM peak-hour trips and approximately 209 PM peak-hour trips.		
Traffic Impact Analysis (TIA):	Required		TIA Comments
	<u>Yes</u> X	<u>No</u>	The TIA executive summary is attached as a supporting document at the end of the staff report.
Conditions:	See attached PD zoning ordinance.		

School District Comment				
Guilford County School District				
Local Schools:	Enrollment: 2022 – 2023 (20 th day of class)	Maximum Design Built Capacity: (2022 – 2023):	Mobile Classrooms:	Projected Additional Students:
Montlieu Elementary	490	771	3	111 - 113
Welborn Middle	424	690	0	56 - 58
Andrew High	725	1,254	0	51 - 53
<u>School District Remarks:</u> Elementary built capacity assumes reduced K-3 class sizes per applicable core academic classroom and 30 students per 4th and 5th grade core academic classroom. Middle and high school built capacity assumes 30 students per core academic classroom.				

Planned Development District Overview

A. Purpose and Intent of the Planned Development (PD) District

The Planned Development (PD) districts are established to allow development under unified control while utilizing more flexible standards and procedures than would otherwise result from a strict application of a general district. The PD districts are intended to encourage innovative land planning and site design concepts that will produce a high quality, unified project that will not negatively impact adjacent land. A few of the key concepts are:

- Promote quality design and reduce or diminish the inflexibility of design that sometimes results from the strict application of zoning and development standards designed primarily for individual lots.
- Allow greater freedom in providing a well-integrated mix of residential and non-residential uses in the same development including a mix of housing types, lots sizes, and densities.

All PD developments are subject to Section 3.7.3 of the Development Ordinance (*Standards Applied to All Planned Development Districts*) and the specific standards of the respective PD District. Furthermore, all PD Districts must comply with Chapter 5 (*Development Standards*), Chapter 6 (*Environmental Standards*) and Chapter 7 (*Subdivision and Infrastructure Standards*).

B. Planned Development-Periphery (PD-P) District

The PD-P District was established to encourage the use of innovative and creative design to provide a mix of different residential, nonresidential, and institutional uses in close proximity to services, recreation uses, and open space resources on lands outside the Core City Area.

Details of Proposal

The applicant has requested rezoning of this 13.7 acre tract of land to support a high density multifamily development and limited intensity commercial uses or mixed use development, as multiple land use types is required by the PD regulation (see PD Master Plan).

	Acreage	Proposed Uses
Tract 1	12.05 acres	Multifamily development at Residential Multifamily – 26 (RM-26) District standards. Density up to 26 units per acres (313 dwelling units)
Tract 2	1.66 acres	Limited Business (LB) District uses with restrictions, and two commercial uses from a higher intensity commercial district.

Staff Analysis

The proximity of the site to the signalized intersection of two thoroughfare roadways, abutting higher intensity commercial uses to the north, abutting lower intensity neighborhood scale commercial uses to the west, and being located at the outer edge of a residential neighborhood makes this a good location for higher density mixed use development.

The advisability of establishing a planned development district is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. In determining whether to adopt or deny a planned development district, the City Council shall weigh the relevance of and consider the following issues outlined below:

- Standards Applied to all Planned Development Zoning Districts in Section 3.7.3
- Standards for Type of Planned District requested (PD-P District 3.7.5).
- Conditional Zoning Review Standards in Section 2.4.8.C.

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 Policy Guidance

Whether and the extent to which the proposed conditional zoning district is appropriate for its proposed location, and is consistent with the City's adopted policy guidance.

The zoning request proposes to expand the commercial and higher density residential land uses to this area. Adopted policy guidance documents generally encourage such land uses when adjacent to the intersection of major thoroughfares and when abutting higher intensity commercial land uses.

Reasonableness/Public Interest:

Why a decision to approve, or to deny, the proposed conditional zoning would be reasonable and in the public interest.

It is reasonable to promote higher density infill residential/mixed use developments on larger tracts of land abutting commercial land uses.

Consistency with PD District Standards

- Whether the proposed PD district meets the standards of Section 3.7.3, Standards Applied to All Planned Development Districts.
- Whether the proposed PD district meets the standards of Section 3.7.6, PD-P District (Outside the Core City Area)

The request generally addresses standards of the PD District.

Compatibility with Surrounding Areas

- Whether the proposed PD district will result in a development that is compatible with the character of surrounding existing or proposed development and land uses.
 - Where there are issues of compatibility, the master plan map, statement of intent and the standards document shall provide for appropriate transition areas that address incompatibility through increased buffering, landscaping, fencing, building height, mass and scale or other means designed to promote a complimentary character of development.
 - Determination of complimentary character may be based on densities/intensities, use types, lot sizes and dimensions, building height, mass and scale, exterior lighting, siting of service areas, or other aspects that may be identified by the City Council.
- ❖ The zoning site abuts commercial uses to the north and west, and single family dwellings to the east and south. As the PD District offer significant development flexibility, it also limits building height to 50 feet when located within 50 feet of a single-family residential district to ensure compatibility of a developments bulk, height and scale adjacent to lower intensity land uses.
 - ❖ Where a multifamily use abuts a single family use, the development ordinance requires an average 15-foot wide perimeter landscaping yard to be installed to assist in maintaining compatibility between the different land uses.

Mitigation of Impacts: Whether the applicant's proposed PD district, including the proposed use(s), standards and PD master plan, will satisfactorily:

Minimize or effectively mitigate any identified adverse impact on adjacent and nearby land, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.

- ❖ The site sits on the outer edge of the adjacent single family neighborhood. No multifamily access will be from the internal neighborhood streets, but from N. Centennial Street and Woodside Avenue and Beaucrest Avenue.

Minimize or effectively mitigate any identified adverse environmental impact on water and air resources, minimize land disturbance, preserve trees, and protect habitat.

- ❖ 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. Furthermore, stream buffers shall be required along both sides of the intermittent stream that impacts the site.

Minimize or effectively mitigate any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police, and fire.

- ❖ 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.

Minimize or effectively mitigate any identified adverse effect on the use, enjoyment, or value of adjacent lands.

- ❖ Required standards of the Development Ordinance pertaining to landscaping, screening of trash receptacles, perimeter parking lot landscaping and exterior lighting standards will further mitigate impacts on adjacent property.

Supportive Changes in the Area

Whether and the extent to which there have been changes in the type or nature of development in the area of the proposed PD zoning district that support the application.

Change of Land Use Policy: This request proposes a change in land use policy to extend the Local/Convenience Commercial land use classification along N. Centennial Street (Tract 2) and to establish the High Density Residential land use classification to the rear of the site (Trat 1). This proposal is not contrary to the overall goals and objectives of the City's land use policy guidance documents because:

- The zoning site lies at the outer edge of a residential neighborhood near the signalized intersection of two thoroughfare roadways. Also, the multifamily land use and zoning, although at a lower density, has already been established in this area.
- The zoning site abuts a high intensity commercial area (Community/Regional Commercial land use) to the north with Retail Center (RC) District zoning and developed as a shopping center; and abuts lower intensity commercial area (Local/Convenience Commercial land use) with neighborhood scale commercial establishments to the west.
- The City's policy guidance documents encourage multifamily development on larger tracts of land that can act as a transitional land use between commercial and low intensity residential areas.

Promotes a Preferred Development Patterns

Whether and the extent to which the proposed PD zoning will results in development that promotes a logical, preferred, and orderly development pattern.

The site abuts commercial uses that front along the Eastchester Drive and N. Centennial Street corridors. The land use plan encourages multifamily development, on larger tracts of land, that can act as a transitional use between commercial and low intensity residential areas.

Recommendation

Staff Recommends Approval:

1. Zoning request to establish the PD-P District:

Staff supports the request to establish a PD-P District consisting of limited commercial uses or mixed use and high density residential uses as allowed by the RM-26 District.

2. Change in land use policy for zoning site.

The City of High Point is currently in the process of analyzing its current land use policies and policy guidance documents. This will culminate with public hearings for the establishment of the City's 2045 Comprehensive Plan in early 2024. Thus, staff has been advising applicants not to submit a corresponding Plan Amendment application when their Zoning Map Amendment application (rezoning request) does not match the current Land Use Plan designation of an area.

As part of the analysis and recommendation for such a zoning request, future land use policy changes are also being taken into consideration. This course of action is permitted by North Carolina General Statutes 160D-501 and 160D-605, which allows the adoption of a zoning amendment that is inconsistent with the Land Use Plan without first adopting a Land Use Plan amendment, subject to that amendment being noted in the plan following approval of the request.

This requested change of the land use policy for this area is not contrary to overall goals and policies of the City Land use guidance document and staff support this change.

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.

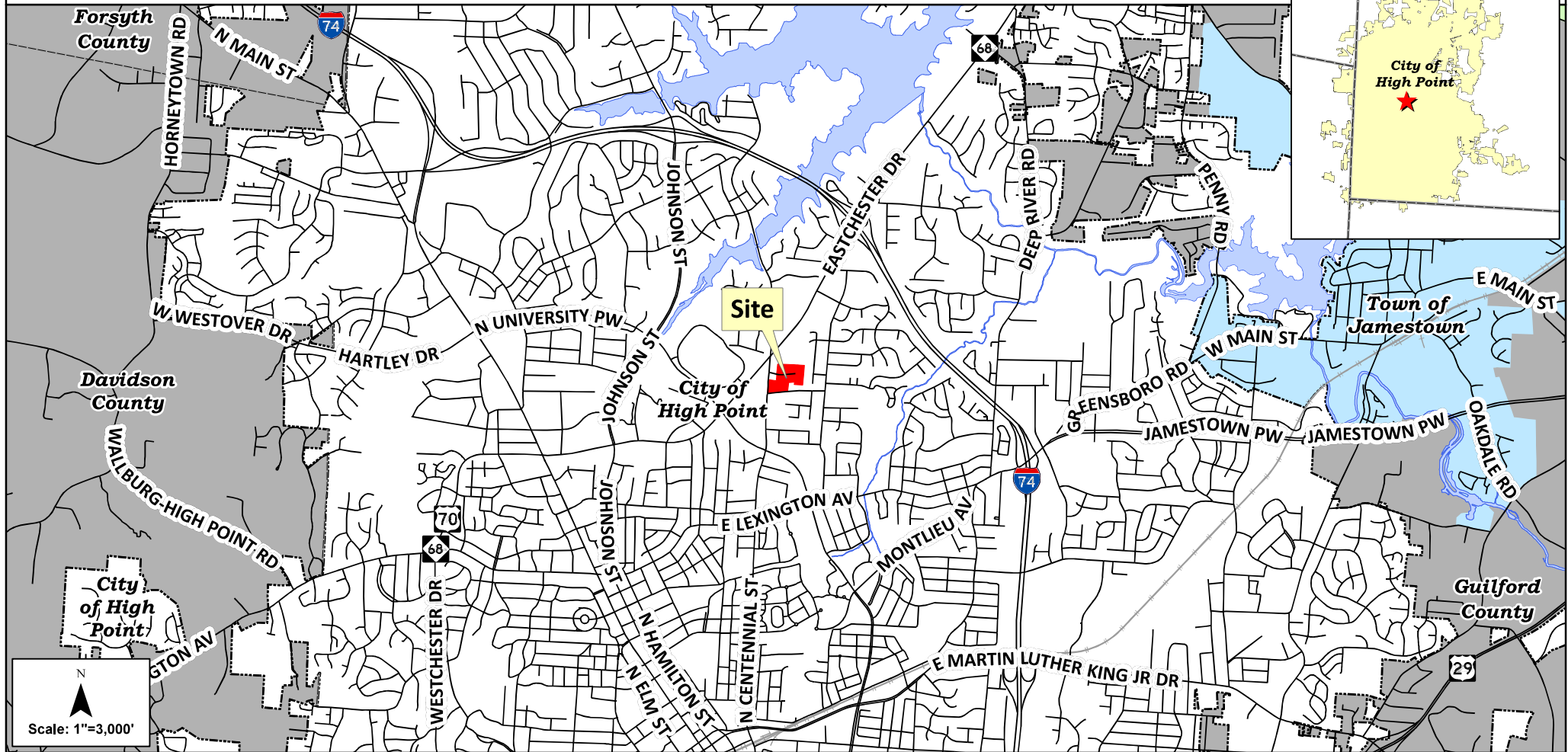
Report Preparation

This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Sushil Nepal AICP, Planning and Development Director.

LOCATION MAP

ZONING MAP AMENDMENT: ZA-23-18

Applicant: Brian Craven



Vicinity Map

City of
High Point

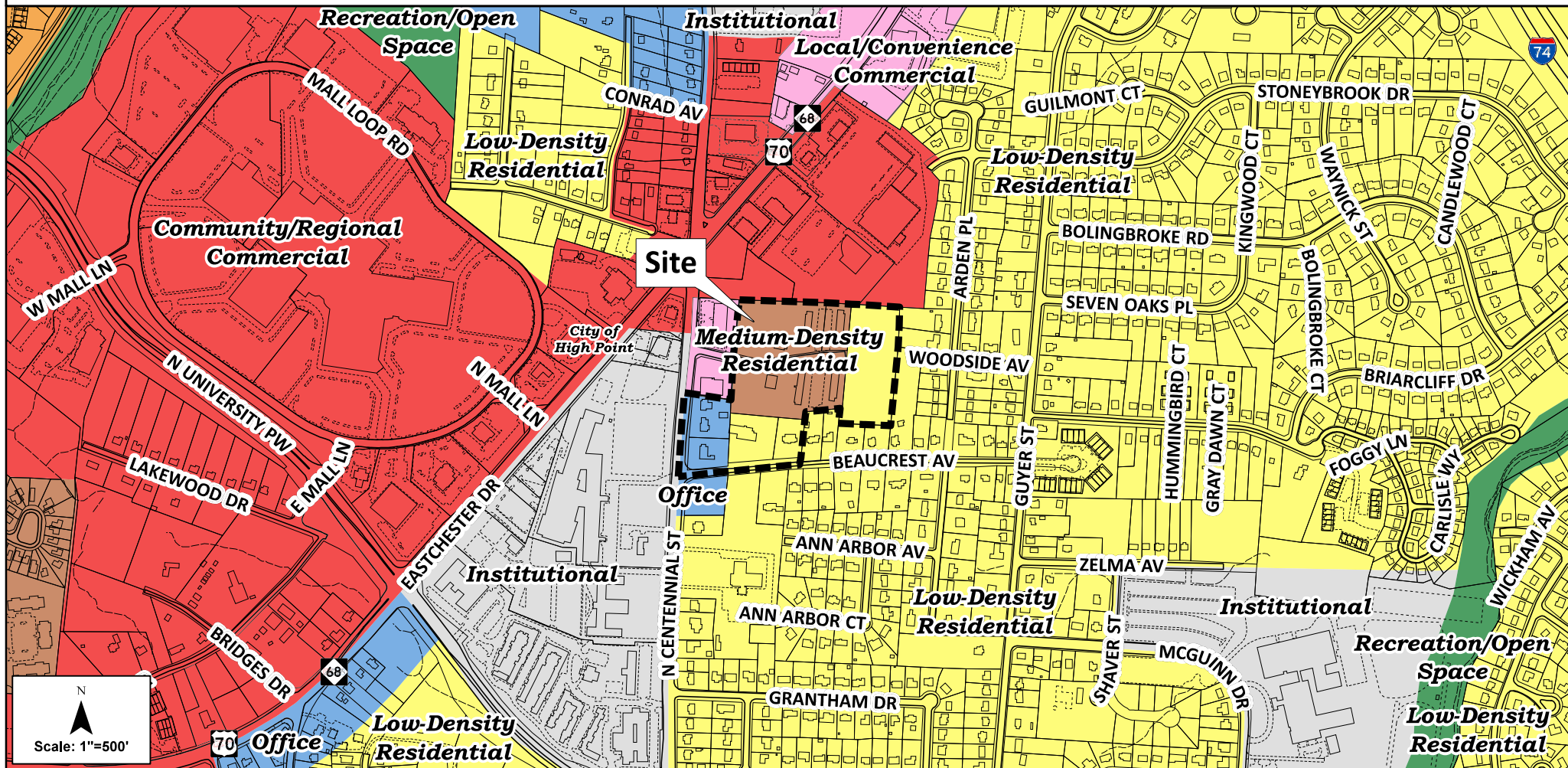


Town of
Jamestown

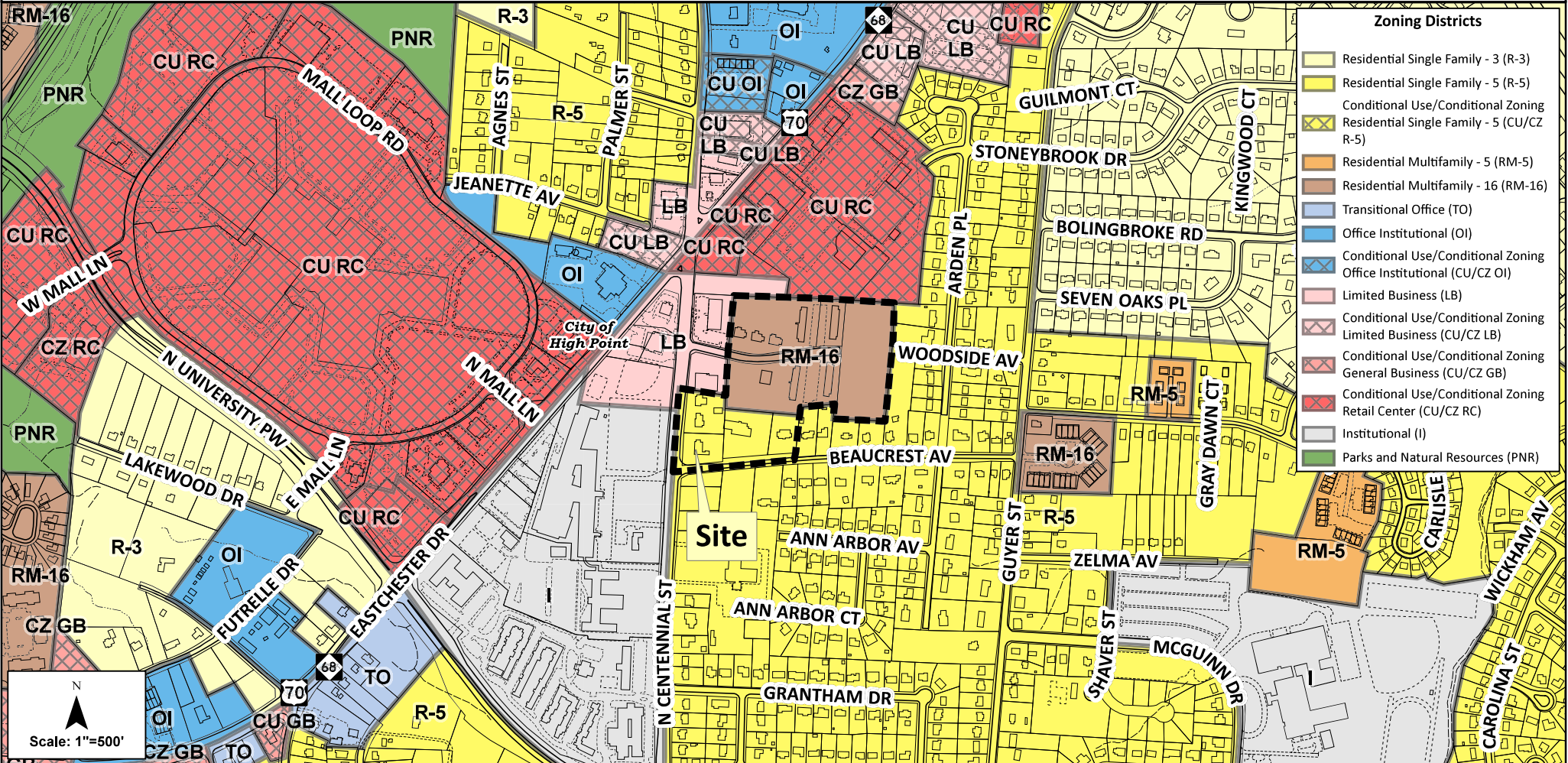
Guilford
County

ZONING MAP AMENDMENT: ZA-23-18

LAND USE PLAN MAP

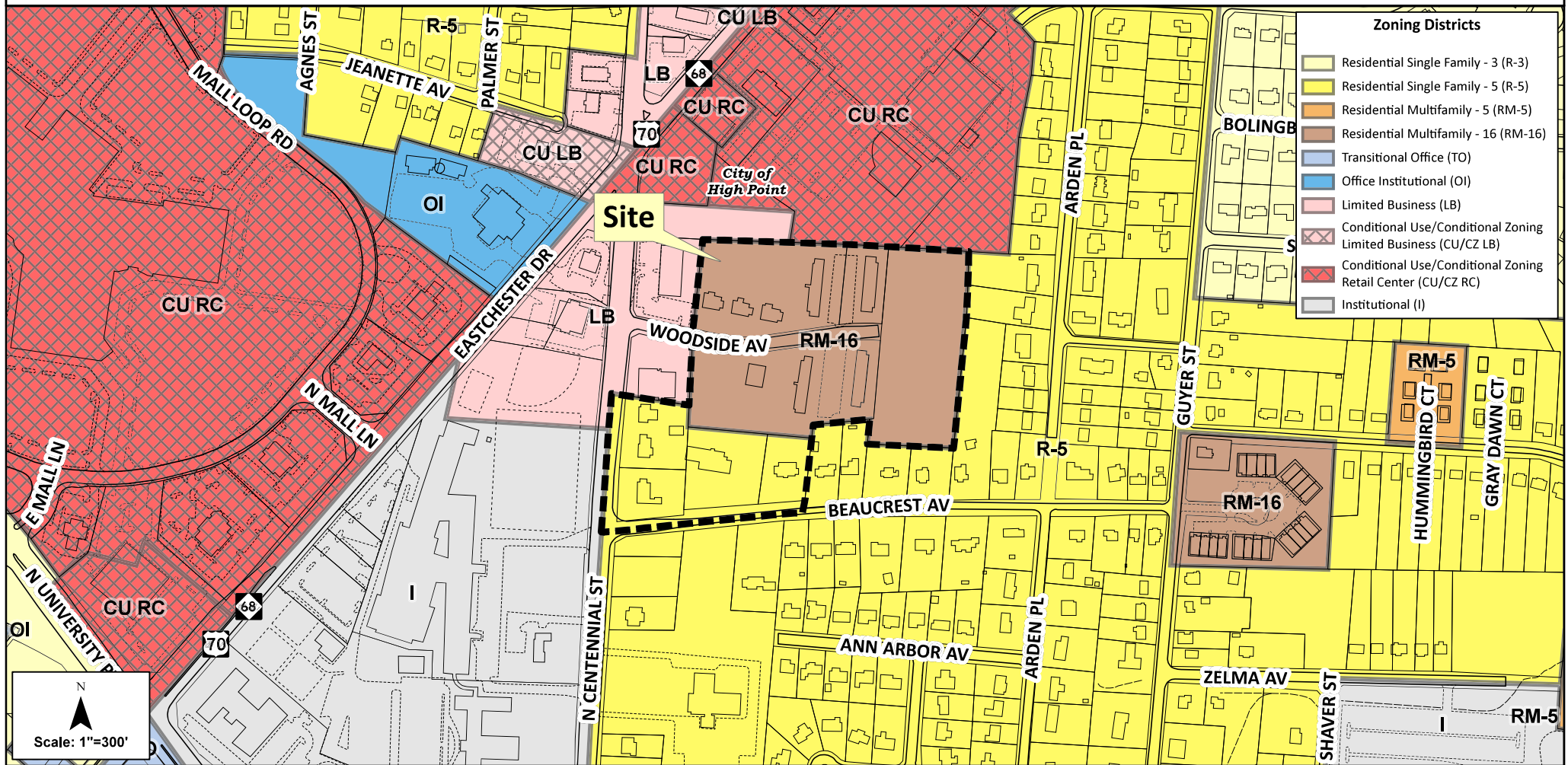


ZONING MAP AMENDMENT: ZA-23-18
COLOR-CODED ZONING MAP



ZONING MAP AMENDMENT: ZA-23-18

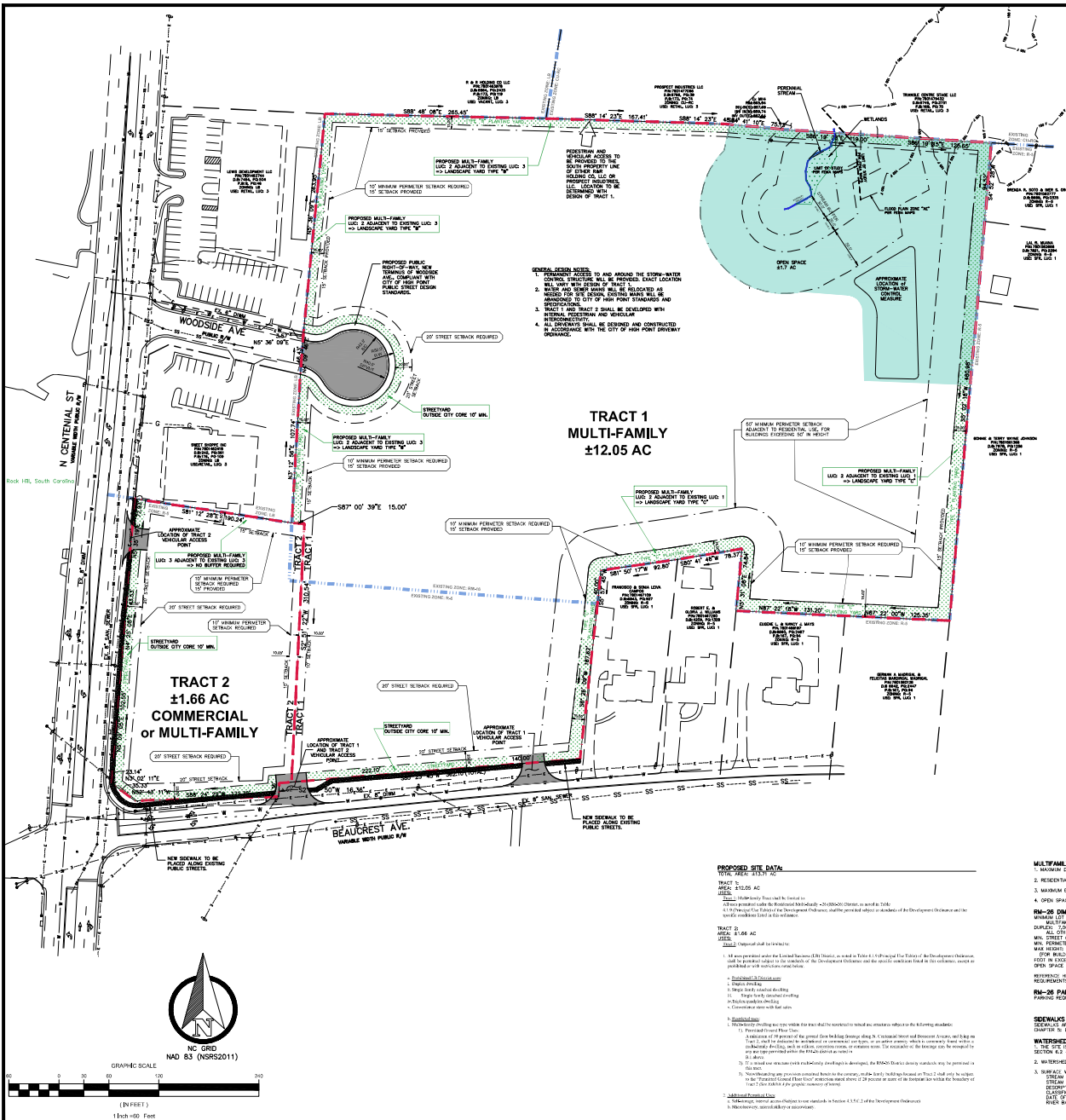
COLOR-CODED ZONING MAP



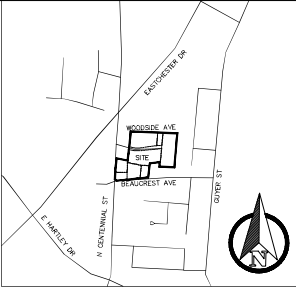
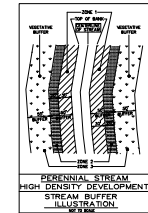
ZONING MAP AMENDMENT: ZA-23-18

AERIAL PHOTOGRAPHY (FEB. 2022)





GENERAL NOTES:
1. EXISTING INFORMATION SHOWN IS FROM AN AERIAL PHOTO. BOUNDARY SURVEY OF GREEN MOUNTAIN ENGINEERING, P.L.L.C.
2. ALL DIMENSIONS ARE HORIZONTAL. POINTS DISTANCE UNLESS OTHERWISE NOTED.
3. THIS MAP IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED DURING A FUTURE SURVEY. THE SURVEYOR HAS BEEN PROVIDED AT THE TIME OF THE SURVEY.
4. NO SURFACE INVESTIGATION HAS BEEN PROVIDED AND UTILITIES AND/OR EXISTENCES MAY EXIST THAT ARE NOT SHOWN ON THIS PLAN/MAP.
FLOOD INFORMATION:
PORTION OF THIS PROPERTY ARE LOCATED WITHIN SPECIAL FLOOD HAZARD AREAS AS DESIGNATED BY FEMA ON NATIONAL FLOOD INSURANCE PROGRAM. FIRM PANEL 7801, MAP NUMBER 27703D001A, MAP REVISED 06/18/07.



GREEN MOUNTAIN ENGINEERING, P.L.L.C.
74 WENDY CT
GREENSBORO, NC 27409
TEL: 336.294.9394
CERTIFICATE #P-0020
www.greenmountainengineers.com

PRELIMINARY CONCEPTUAL PLAN
NOT FOR CONSTRUCTION
Page 21-003

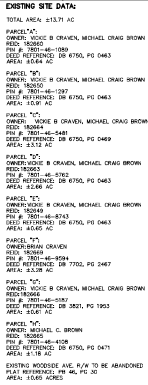
DEVELOPER:
BRIAN BRADY
4155 SAINT JOHNS ST.
HIGH POINT, NC 27860
(336)337-0106
brbrian@bradys-510.com

PLANNED DEVELOPMENT MASTER PLAN
for
WOODSIDE
MUNICIPALITY: HIGH POINT
TOWNSHIP: HIGH POINT

DRAWN BY: GME
CHECKED BY: VCT
DATE: 2023-MAY-24
PROJECT: 21-003
2023-MAY-24, UPDATE PRE-PLANNING BOARD COMMENTS

811
BEFORE YOU DIG
CALL 811 N.C. ON-DEMAND CENTER
IT'S THE WAY
JOB NO. 21-003
SHEET TITLE:
PROPOSED USE
PLAN

SCALE: 1" = 60'
SHEET NO.:
C-1.00



SCALE: 1" = 60'

SHEET NO.:

C-1.00

AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.9, PLANNED DEVELOPMENT, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of the City of High Point adopted “The City of High Point Development Ordinance” on May 16, 2016 with an effective date of January 1, 2017, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on July 25, 2023 and before the City Council of the City of High Point on August 21, 2023 regarding **Zoning Map Amendment Case 23-19 (ZA-23-19)** 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 July 15, 2023, for the Planning and Zoning Commission public hearing and on August 9, 2023 and August 16, 2023, 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 **August 21, 2023**.

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 a: **Planned Development - Periphery District (PD-PP) District**. The property is approximately 14 acres, located along the north and south sides of Woodside Drive and at the northeast corner of N. Centennial Street and Beaucrest Drive. The site is also known as Guilford County Tax Parcels 182649, 182650, 182660, 182663, 182664, 182665, 182666 and 182669

SECTION 2

That the property herein described shall be perpetually bound by the following use(s) authorized and standards imposed in the Master Plan Map and Development Standards, unless subsequently changed or amended as provided for by the Development Ordinance

SECTION 3

That plans for any development on the property described herein shall be pursued in accordance with standards imposed in the PD-CC District, Master Plan Map and Development Standards, 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.

Adopted by the City Council
City of High Point, North Carolina
The 21st day of August, 2023

By: _____

Jay W. Wagner, Mayor

ATTEST:

Sandra R. Keeney, City Clerk

Planned Unit Development Statement of Intent

Applicant: Brain Craven

Date: July 25, 2023

1. The applicant intends to develop a mixed-use project on approximately 13.71 acres, consisting of Tracts 1 and 2, for multi-family and limited commercial/office uses. Tract 1 (being approximately 12.05 acres) will be developed for multi-family residential use, and Tract 2 (being approximately 1.66 acres) will either be developed (i) for limited business use, self-storage (internal access) or microbrewery/winery/distillery uses, or (ii) as a continuation of Tract 1's multi-family community.
2. The intent of Tracts 1 and 2 is to establish a complimentary mix of uses between a residential multi-family community, complete with on-site amenities, and neighborhood-serving commercial space in support.
3. The transportation network within these tracts will consist of private streets and drives, save and except the proposed cul-de-sac, which will be dedicated to the City of High Point, and is intended to improve a portion of existing Woodside Avenue. An internal sidewalk system will provide for pedestrian connectivity between Tracts 1 and 2. Additionally, a street and sidewalk stub will be provided to the northern boundary line of the development to provide for future connectivity with adjacent properties.
4. The project is designed to complement the surrounding area by providing housing and supporting services for business, residents and students.

Development Standards

Part I. USES:

A. Tract 1: Multi-family Tract shall be limited to:

All uses permitted under the Residential Multi-family – 26 (RM-26) District, as noted in Table 4.1.9 (Principal Use Table) of the Development Ordinance, shall be permitted subject to standards of the Development Ordinance and the specific conditions listed in this ordinance.

B. Tract 2: Outparcel shall be limited to:

1. All uses permitted under the Limited Business (LB) District, as noted in Table 4.1.9 (Principal Use Table) of the Development Ordinance, shall be permitted subject to the standards of the Development Ordinance and the specific conditions listed in this ordinance, except as prohibited or with restrictions noted below.

a. Prohibited LB District uses:

- i. Duplex dwelling
- ii. Single family attached dwelling
- iii. Single family detached dwelling
- iv. Triplex/quadplex dwelling
- v. Convenience store with fuel sales

b. Restricted uses:

- i. Multi-family dwelling use type within this tract shall be restricted to mixed use structures subject to the following standards:
 - 1). Permitted Ground Floor Uses:

A minimum of 50 percent of the ground floor building frontage along N. Centennial Street and Beaucrest Avenue, and lying on Tract 2, shall be dedicated to institutional or commercial use types, or an active amenity which is commonly found within a multi-family dwelling, such as offices, recreation rooms, or common areas. The remainder of the frontage may be occupied by any use type permitted within the RM-26 district as noted in B.1 above.
 - 2). If a mixed use structure (with multi-family dwellings) is developed, the RM-26 District density standards may be permitted in this tract.
 - 3). Notwithstanding any provision contained herein to the contrary, multi-family buildings located on Tract 2 shall only be subject to the “Permitted Ground Floor Uses” restriction stated above if 20 percent or more of its footprint lies within the boundary of Tract 2 (*See Exhibit A for graphic summary of intent*).

2. Additional Permitted Uses:

- a. Self-storage, internal access (Subject to use standards in Section 4.3.5.C.2 of the Development Ordinance)

- b. Microbrewery, microdistillery or microwinery

Part II. CONDITIONS:

A. General Development Standards for Tract 1 and Tract 2:

- 1. Landscaping Requirements:
 - a. Landscaping Standards (Street Planting Yards – Along all public streets):
 - i. Minimum streetyard width (feet): 8
 - ii. Average streetyard width (feet): 10
 - iii. Maximum streetyard width (feet): 15
 - iv. Minimum number of canopy trees required per 100 linear feet of streetyard: 2
 - v. Minimum number of shrubs required per 100 linear feet of streetyard: 17
 - b. Landscaping Standards between Tracts 1 and 2:
Notwithstanding any such requirement in the City of High Point Development Ordinance, without regard for the developed use of Tracts 1 and 2, there shall be no requirement for installation of landscaping buffers between Tracts 1 and 2.
 - c. All other landscaping standards of the Development Ordinance (Section 5.5) shall apply to this development.
- 2. The following development standards from the Eastchester Gateway Corridor Overlay shall apply:
 - a. Section 3.8.7.F.5(a) and (b) (Landscaping Requirements):
 - i. Existing healthy trees shall be retained and incorporated into required landscape yards. Existing trees may be credited towards landscaping requirements in accordance with Section 5.5.8, Credit for Existing Vegetation.
 - ii. Stormwater detention ponds shall be screened with landscaping so as to obscure, to the maximum extent practicable, the view from public right-of-way.
 - b. Signage:
 - i. Signs in a Planned Development (PD) District are governed by Section 3.7.3.I (PD Signs) and Table 3.7.7.I H (PD Sign Standards).
 - ii. Signage shall also be governed by the following Gateway Corridor Overlay District (GCO) standards.
 - 1) Section 5.7.8.C.2 Illumination by District: Internal illumination is limited to cut-out letter/graphic or silhouette lighted signs.
 - 2) Section 5.7.8.G.2 (Specific Standards for Freestanding Signs)
 - (a) Only monument signs are allowed.
 - (b) Only change copy signs area allowed, but not electronic changeable copy signs.
 - 3) Section 5.7.9.B.2 (Attached Signs Requiring a Sign Permit - Illumination Standards for Attached Signs): Internal illumination is limited to cut-out letter/graphic or silhouette lighted signs.

3. Building Standards:

- a. Exterior building façades shall consist of no less than 30% brick, stone, wood, glass and/or cementitious material (i.e., Hardieboard).
- b. The following development standards from Section 3.8.7.F.7(a)(Façade Materials) shall apply:
 - i. Building façades utilizing smooth-faced concrete block, or unfinished or untreated tilt-up concrete panels, shall be limited to building façades not visible from the public right-of-way at a height of 6 feet.
 - ii. The use of high intensity (bright), metallic, or fluorescent colors shall be limited to façade trim or accents and total less than 20% of the area of any building façade.
 - iii. The use of lighting by direct illumination to outline or accentuate all or part of a structure, building or architectural features of a building, including but not limited to rooflines, windows, doors, cupolas, exterior walls, porches, canopies and awnings, with narrow band, strip, tube or other methods of lighting, is prohibited.
 - iv. Primary façade materials should not change at outside corners, and should continue around the corner to a logical point of conclusion such as a window or change in façade plane.

4. All of Section 3.8.7.F.7(b) (Roof-Mounted Equipment) shall apply.

B. Development, Dimensional and Density Standards:

1. As noted in Section 3.7.3.H (Standards Applied to All Planned Development Districts - Maximum Building Height), the maximum building height for all buildings in a PD district shall be specified on the planned development master plan map or the statement of intent and development standards document, but in no instance shall the maximum building height exceed 50 feet within 50 feet of a single-family residential district.
2. Tract 1:
 - a. Development shall be subject the Residential Multi-family – 26 (RM-26) district standards of the City of High Point Development Ordinance.
3. Tract 2:
 - a. Non-residential uses:
 - i. If developed for non-residential use, development shall be subject to the Limited Business (LB) District standards of the City of High Point Development Ordinance.
 - b. Residential Use:
 - i. Allowable residential use (i.e., multifamily use type), shall only be permitted as part of a mixed use structure (combination of permitted Institutional Use Types, permitted Commercial Use Types and multifamily dwellings). Development shall be subject to the Limited Business (LB) District standards of the Development Ordinance except as listed below:

- 1) Maximum residential density shall be 26 dwelling units per acre.
 - 2) A minimum of 50 percent of the ground floor building frontage along N. Centennial Street and Beaucrest Avenue, and lying on Tract 2, shall be dedicated to institutional or commercial use types, or an active amenity which is commonly found within a multi-family dwelling, such as offices, recreation rooms, or common areas. The remainder of the frontage may be occupied by any use type permitted within the RM-26 district.
 - 3) Notwithstanding any provision contained herein to the contrary, multi-family buildings located on Tract 2 shall only be subject to the “Permitted Ground Floor Uses” restriction stated above if 20 percent or more of its footprint lies within the boundary of Tract 2 (*See Exhibit A for graphic summary of intent*).
4. Notwithstanding any such requirement in the City of High Point Development Ordinance, without regard for the developed use of Tracts 1 and 2, the property owner shall not be required to adhere to building setback requirements between the constructed improvements of Tracts 1 and 2.

C. Parking:

1. Tracts 1 and 2:
 - a. Parking shall be based upon the development density of each individual tract; provided, however, in the event Tracts 1 and 2 are both developed to include multi-family use, required parking may be shared between the two tracts.
 - b. Section 3.7.6.C.2(c.) Planned Development Periphery (PD-P) pertaining to reduced parking shall not apply to this development.

D. Transportation:

1. Vehicular Access:
 - a. Tract 1:
 - i. Two points of vehicular access shall be permitted on Beaucrest Avenue (Access Point B and C) as identified in the Traffic Impact Analysis (“TIA”) prepared by Ramey Kemp Associates dated May 2023 – Sealed May 23, 2023
 - b. Tract 2:
 - ii. One point of vehicular access shall be permitted on N. Centennial Street (Access Point A as depicted on the TIA).
2. Additional Access Standards:
 - a. A stub access drive and sidewalk shall be installed to the northern boundary of Tract 1. As part of development permit approval, the location of both accesses(s) shall be established by the Technical Review Committee (TRC).
 - b. Internal vehicular cross access and pedestrian cross access shall be installed between Tracts 1 and 2. As part of development permit approval, the location of both accesses(s) shall be established by the Technical Review Committee (TRC).

3. Pedestrian Access:

- a. Installation of sidewalks shall be in substantial compliance with the approved PD Master Plan Map.
- b. **In conjunction with development of Tract 1, a sidewalk shall be installed around the Woodside Drive cul-de-sac. This sidewalk shall extend westward along one side of Woodside Drive to the N. Centennial Street right-of-way, subject to a reasonable determination of feasibility by the Technical Review Committee (TRC).**

4. Roadway Improvements:

- a. As a part of development approval, the property owner shall complete roadway improvements in accordance with the recommendations set forth in the TIA.
- b. Road striping for access from N. Centennial Street:
 - i. As part of land development permit approval, restriping of N. Centennial Street for south-bound access to Woodside Drive shall be modified and installed as required by the City of High Point Transportation Department.
 - ii. As part of land development permit approval, restriping of N. Centennial Street for south-bound access to Tract 2 (access Point "A"), shall be modified and installed as required by the City of High Point Transportation Department.

5. Abandonment of Woodside Avenue:

- a. As part of the development approval, the property owner shall submit a petition to the City of High Point City Council to abandon a portion of Woodside Avenue, specifically identified as:

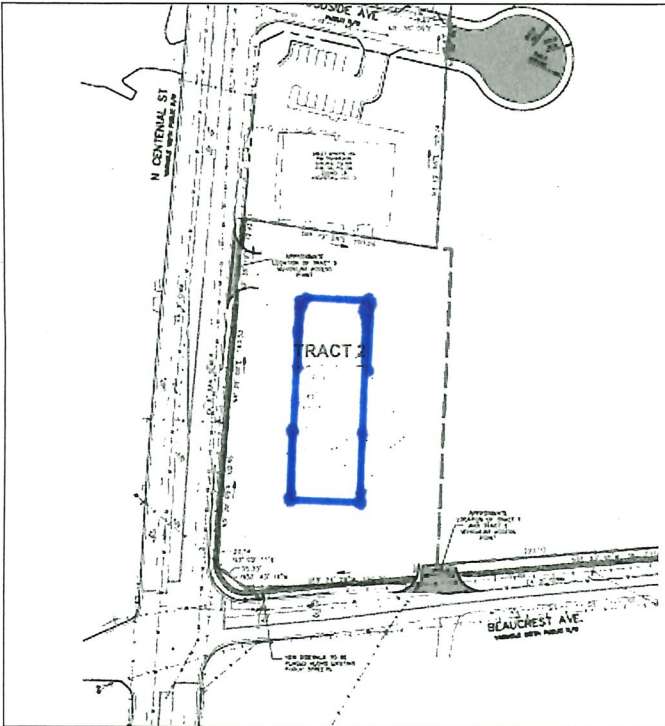
BEGINNING AT AN EXISTING IRON REBAR IN THE SOUTHERN RIGHT OF WAY OF WOOD SIDE AVENUE AND A COMMON CORNER WITH THE SWEET SHOPPE INC, WITH THE N.C. GRID COORDINATES OF N:816,556.10' AND E:1,704,313.14' THENCE N4°09'46"E FOR A DISTANCE OF 46.43 FEET TO AN EXISTING IRON PIPE; THENCE N5°36'09"E FOR A DISTANCE OF 3.57 FEET TO A POINT, SAID POINT BEING A COMMON CORNER WITH THE LEWIS DEVELOPMENT INC PROPERTY; THENCE S77°49'32"E FOR A DISTANCE OF 73.08 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 350.86 FEET AND A CHORD DIRECTION OF S87°57'48"E FOR A DISTANCE OF 128.49 FEET TO A POINT; THENCE N81°29'09"E FOR A DISTANCE OF 218.80 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 627.13 FEET AND A CHORD DIRECTION OF N82°24'18"E AND A DISTANCE OF 20.20 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 627.13 FEET AND A CHORD DIRECTION OF N88°57'27"E AND A DISTANCE OF 123.04 FEET TO A POINT; THENCE S5°36'48"W FOR A DISTANCE OF 50.01 FEET TO AN EXISTING IRON PIPE; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 577.14 FEET

AND A CHORD DIRECTION OF S87°59'23"W AND A DISTANCE OF 130.83 FEET TO A POINT; THENCE S81°29'09"W FOR A DISTANCE OF 218.80 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 400.86 FEET AND A CHORD DIRECTION OF N87°57'48"W AND A DISTANCE OF 146.80 FEET; THENCE N77°24'46"W FOR A DISTANCE OF 65.84 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 0.65 ACRES MORE OR LESS.

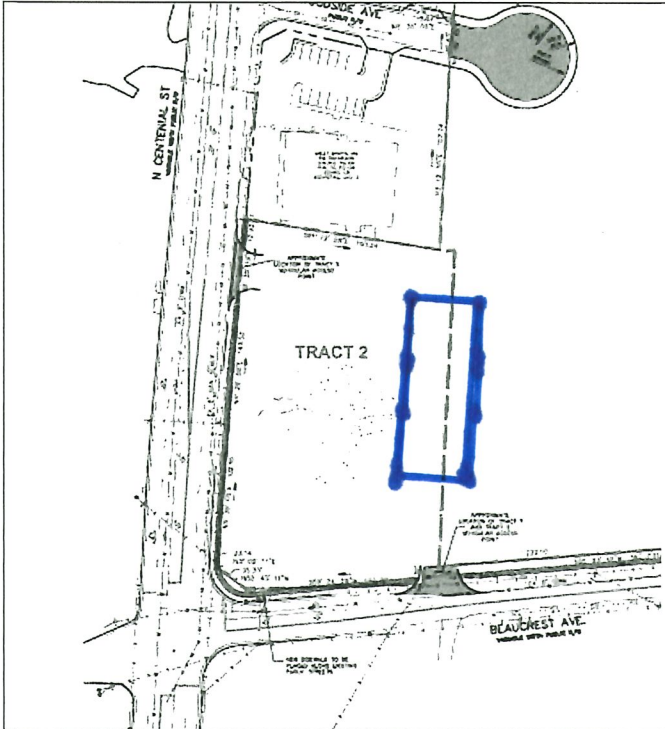
- b. Building permits for Tract 1 shall not be issued until the above referenced portion of Woodside Avenue has been abandoned by the City of High Point, right-of-way is dedicated for public street cul-de-sac and said public street cul-de-sac is installed as generally depicted on the PD Master Plan.
 - c. The property owner shall construct private roadway improvements in accordance with the approved PD Master Plan to permit connectivity between Tract 1 and the remaining portion of Woodside Avenue.
6. Other Transportation Conditions:
- a. The City of High Point Director of Transportation and the North Carolina Department of Transportation (if applicable) shall approve all construction and improvements.
 - b. Right-of-way dedication: As a part of development permit approval for Tract 2, the property owner shall dedicate land from Guilford County Tax Parcel 182660 sufficient to allow for thirty-four (34) feet of public right-of-way along the frontage of Beaucrest Avenue, as measured from the existing centerline of Beaucrest Avenue.

E. Relationship of Permit to Development Ordinance: The use and development of this site shall be subject to the uses and conditions within this ordinance. The City of High Point Development Ordinance shall govern issues not addressed in this zoning ordinance.

Exhibit "A" - Graphic exhibit for Condition Part I. Uses B .1.b.i.3) AND
Part II. Conditions B.3.b.i.3)

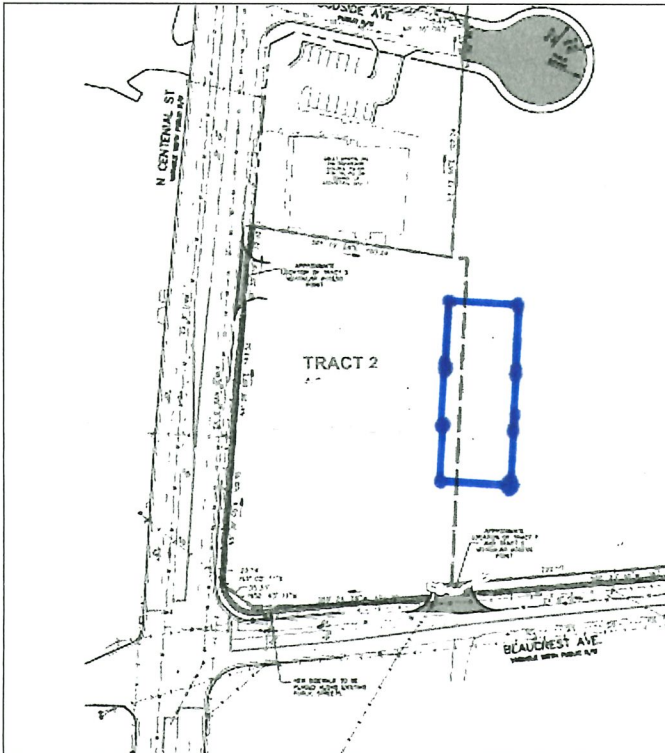


Commercial or Mixed Use
Building per Condition I.B

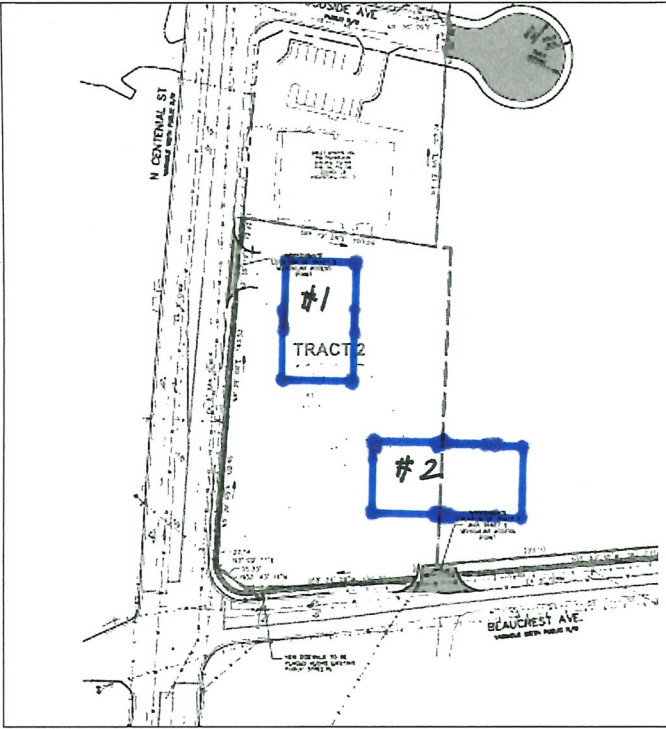


Commercial or Mixed Use
Building per Condition I.B.

All residential building
prohibited. More than 20% of
building foot-print is in Tract 2.

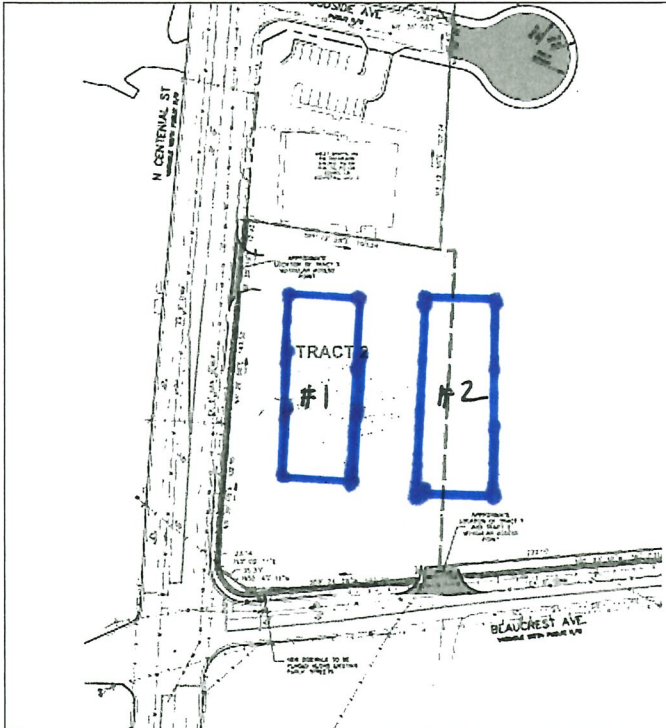


All residential building
permitted. Less than 20% of
building foot-print is in Tract 2.



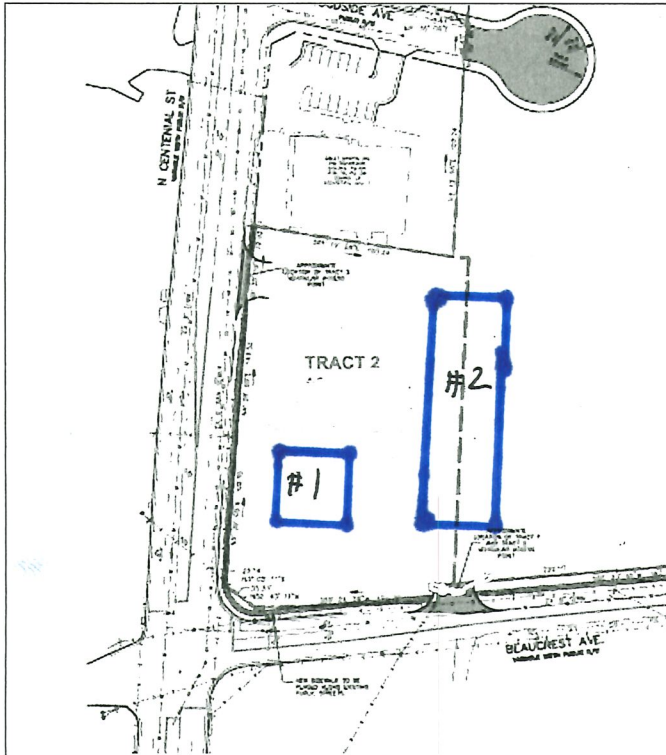
Building #1 Commercial or Mixed Use Building per Condition I.B.

Building # 2 More than 20% in Tract 2. Must be commercial or mixed use building



Building #1 Commercial or Mixed Use Building per Condition I.B.

Building # 2 - Although more than 20% in Tract 2, may be all residential if completely shielded by building #1.



Building #1 Commercial or Mixed Use Building per Condition I.B.

Building # 2 - Not completely shielded by Building #1. Must be a commercial or mixed use building.



ISAACSON
SHERIDAN

NICHOLAS K. BLACKWOOD, ESQ.
336.690.9758 (direct)
nick@isaacsonsheridan.com

July 14, 2023

CITIZEN INFORMATION MEETING REPORT - Zoning Case ZA-23-19

A Citizen Information Meeting notification letter explaining the rezoning request, dated June 14, 2023, was sent by US Mail to property owner's included on the City of High Point's (the "City") notification list. The mailing also included a location map provided by the City, and a copy of the City's approved statement regarding Citizen Information Meetings (a copy of the notification letter and list of addresses is attached). The letter contained an invitation to a community meeting being conducted via Zoom on Thursday, June 22 at 5:30pm. Three neighboring property owners requested the Zoom link to attend the meeting:

1. Kevin Scott
2. Carla Reaves
3. Nancy Mays

Applicant and Applicant's legal counsel attended the community meeting. Applicant explained the history/existing use of the property and the proposed redevelopment plan. During the meeting, neighbors had an opportunity to view an illustrative sketch plan.

Neighbors in attendance had general questions about the proposed use of the property, including the target market of the multi-family apartments. Neighbors also raised questions regarding traffic, and Applicant explained that the TIA anticipated that the vast majority of traffic would use N. Centennial Street, and that the proposed developed is not anticipated to cause significant traffic increases on Beaucrest Avenue.

Applicant intends to remain in contact with those interested in the project as the P&Z Commission meeting approaches.

Sincerely yours,

Nicholas K. Blackwood

The applicant's traffic engineer submitted the following Executive Summary from their Traffic Impact Analysis (TIA).

In addition to this summary, the complete TIA has been submitted to the City of High Point Transportation Department for review.

RAMEY KEMP ASSOCIATES
TOGETHER WE ARE LIMITLESS



Woodside Avenue Mixed-Use Development
Traffic Impact Analysis
High Point, North Carolina

TRAFFIC IMPACT ANALYSIS
WOODSIDE AVENUE MIXED-USE DEVELOPMENT
HIGH POINT, NORTH CAROLINA

EXECUTIVE SUMMARY

1. Development Overview

A Traffic Impact Analysis (TIA) was conducted for the proposed Woodside Avenue Mixed-Use development in accordance with the North Carolina Department of Transportation (NCDOT) capacity analysis guidelines. The proposed development is to be located north of Beaucrest Avenue between North Centennial Street and Arden Place in High Point, North Carolina. It is our understanding that upon redevelopment, there are two potential scenarios: 1) a maximum of 364 apartments or 2) a maximum of 323 apartments and a commercial development on approximately 1.66 acres at the corner of North Centennial Street and Beaucrest Avenue. Currently, there is no known tenant for the commercial use. For the purpose of this TIA, Scenario 2 was assumed as a commercial parcel would provide a conservative approach to the analysis. Due to the lack of a known tenant, a 2,500 square foot fast-food restaurant with no drive-thru will be assumed for the approximate 1.66-acre parcel. It is expected that the developer will exclude a restaurant with a drive-thru from being permitted on the outparcel. The site is expected to be built by 2026. Site access to the residential portion of the development is proposed via the existing Woodside Avenue connection on N Centennial Street and two new full movement connections on Beaucrest Avenue. Access to the commercial outparcel is proposed via one full movement connection on N Centennial Street.

2. Existing Traffic Conditions

The study area for the TIA was determined through coordination with the NCDOT and the City of High Point (City) consists of the following existing intersections:

- NC 68 and North Centennial Street
- North Centennial Street and Woodside Avenue
- North Centennial Street and Beaucrest Avenue
- North Centennial Street and North University Parkway

Existing peak hour traffic volumes were determined based on traffic counts conducted at the study intersection listed above, in April of 2023 by RKA during a typical weekday AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak periods, while schools were in session.

3. Site Trip Generation

Average weekday daily, AM peak hour, and PM peak hour trips for the proposed development were estimated using methodology contained within the *ITE Trip Generation Manual*, 11.1 Edition. Table E-1 provides a summary of the trip generation potential for the site.

Table E-1: Site Trip Generation

Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)			Weekday PM Peak Hour Trips (vph)		
			Enter	Exit	Total	Enter	Exit	Total
Mid-Rise Multifamily (221)	323 DU	1,494	30	101	131	77	49	126
Fast-Food Restaurant w/ no Drive-Thru (933)	2,500 sq. ft.	1,126	63	45	108	42	41	83
Total Trips		2,620	93	146	239	119	90	209
<i>Internal Capture (12% AM & 2% PM)*</i>			-12	-17	-29	-3	-2	-5
Total External Trips			81	129	210	116	88	204
<i>Pass-By Trips: Fast-Food Restaurant with no Drive-Through (55% AM, 50% PM)</i>			-24	-24	-48	-22	-22	-44
Total Primary Trips			57	105	162	94	66	160

*Utilizing methodology contained in the NCHRP Report 684.

4. Future Traffic Conditions

Through coordination with the Town and NCDOT, it was determined that an annual growth rate of 2% would be used to generate 2026 projected weekday AM and PM peak hour traffic volumes. There were no adjacent developments or future roadway plans to consider in this study.

5. Capacity Analysis Summary

The analysis considered weekday AM and PM peak hour traffic for 2023 existing, 2026 no-build, and 2026 build conditions. Refer to Section 7 of the TIA for the capacity analysis summary performed at each study intersection.

6. Recommendations

Based on the findings of this study, no specific geometric and traffic control improvements were identified or recommended to accommodate future traffic conditions. An illustration of the recommended lane configuration for the proposed development is shown in Figure E-1.

Recommended Laneage by Developer

North Centennial Street and Access A (access to commercial outparcel)

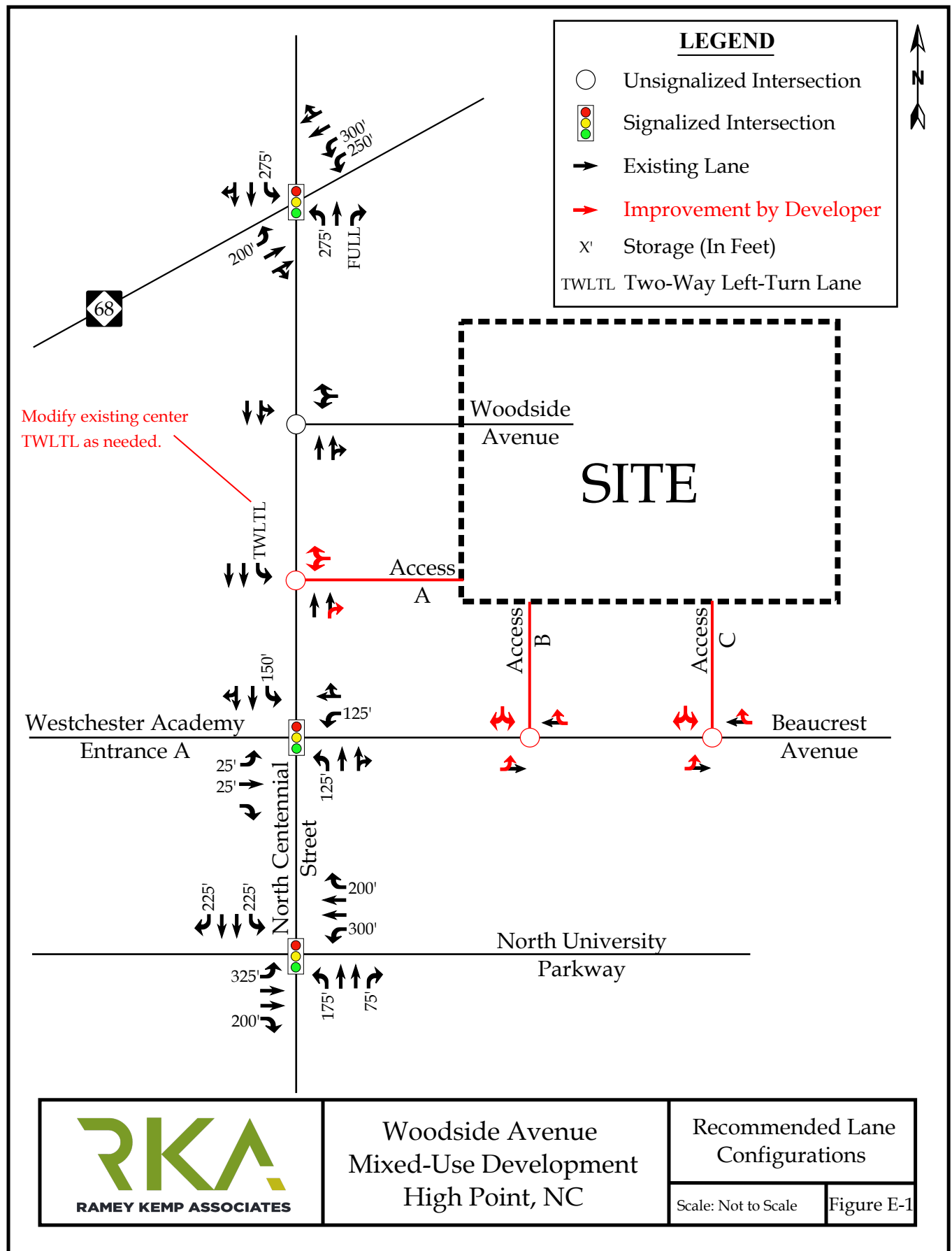
- Construct Access A with at least one ingress lane and one egress lane striped as a shared left/right-turn lane.
- Modify the existing center two-way left turn lane on N Centennial Street, as needed.

Beaucrest Avenue and Access B

- Construct Access B with at least one ingress lane and one egress lane striped as a shared left/right-turn lane.

Beaucrest Avenue and Access C

- Construct Access C with at least one ingress lane and one egress lane striped as a shared left/right-turn lane.



AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.9, PLANNED DEVELOPMENT, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of the City of High Point adopted “The City of High Point Development Ordinance” on May 16, 2016 with an effective date of January 1, 2017, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on July 25, 2023 and before the City Council of the City of High Point on August 21, 2023 regarding **Zoning Map Amendment Case 23-19 (ZA-23-19)** 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 July 15, 2023, for the Planning and Zoning Commission public hearing and on August 9, 2023 and August 16, 2023, 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 **August 21, 2023**.

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 a: **Planned Development - Periphery District (PD-PP) District**. The property is approximately 14 acres, located along the north and south sides of Woodside Drive and at the northeast corner of N. Centennial Street and Beaucrest Drive. The site is also known as Guilford County Tax Parcels 182649, 182650, 182660, 182663, 182664, 182665, 182666 and 182669

SECTION 2

That the property herein described shall be perpetually bound by the following use(s) authorized and standards imposed in the Master Plan Map and Development Standards, unless subsequently changed or amended as provided for by the Development Ordinance

SECTION 3

That plans for any development on the property described herein shall be pursued in accordance with standards imposed in the PD-CC District, Master Plan Map and Development Standards, 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.

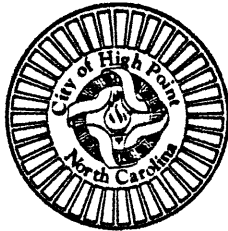
SECTION 5

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

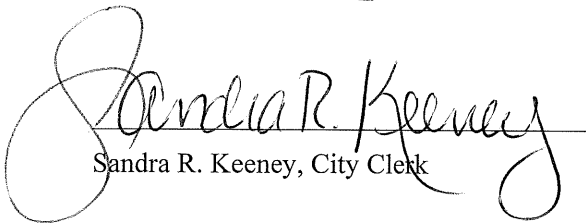
SECTION 6.

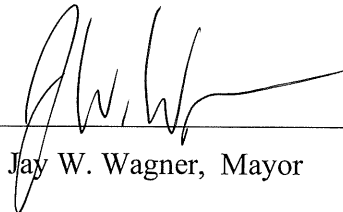
This ordinance shall become effective upon the date of adoption.

Adopted by the City Council
City of High Point, North Carolina
The 21st day of August, 2023



ATTEST:


Sandra R. Keeney, City Clerk

By: 
Jay W. Wagner, Mayor

Planned Unit Development Statement of Intent

Applicant: Brain Craven

Date: July 25, 2023

1. The applicant intends to develop a mixed-use project on approximately 13.71 acres, consisting of Tracts 1 and 2, for multi-family and limited commercial/office uses. Tract 1 (being approximately 12.05 acres) will be developed for multi-family residential use, and Tract 2 (being approximately 1.66 acres) will either be developed (i) for limited business use, self-storage (internal access) or microbrewery/winery/distillery uses, or (ii) as a continuation of Tract 1's multi-family community.
2. The intent of Tracts 1 and 2 is to establish a complimentary mix of uses between a residential multi-family community, complete with on-site amenities, and neighborhood-serving commercial space in support.
3. The transportation network within these tracts will consist of private streets and drives, save and except the proposed cul-de-sac, which will be dedicated to the City of High Point, and is intended to improve a portion of existing Woodside Avenue. An internal sidewalk system will provide for pedestrian connectivity between Tracts 1 and 2. Additionally, a street and sidewalk stub will be provided to the northern boundary line of the development to provide for future connectivity with adjacent properties.
4. The project is designed to complement the surrounding area by providing housing and supporting services for business, residents and students.

Development Standards

Part I. USES:

A. Tract 1: Multi-family Tract shall be limited to:

All uses permitted under the Residential Multi-family – 26 (RM-26) District, as noted in Table 4.1.9 (Principal Use Table) of the Development Ordinance, shall be permitted subject to standards of the Development Ordinance and the specific conditions listed in this ordinance.

B. Tract 2: Outparcel shall be limited to:

1. All uses permitted under the Limited Business (LB) District, as noted in Table 4.1.9 (Principal Use Table) of the Development Ordinance, shall be permitted subject to the standards of the Development Ordinance and the specific conditions listed in this ordinance, except as prohibited or with restrictions noted below.

a. Prohibited LB District uses:

- i. Duplex dwelling
- ii. Single family attached dwelling
- iii. Single family detached dwelling
- iv. Triplex/quadplex dwelling
- v. Convenience store with fuel sales

b. Restricted uses:

- i. Multi-family dwelling use type within this tract shall be restricted to mixed use structures subject to the following standards:

1). Permitted Ground Floor Uses:

A minimum of 50 percent of the ground floor building frontage along N. Centennial Street and Beaucrest Avenue, and lying on Tract 2, shall be dedicated to institutional or commercial use types, or an active amenity which is commonly found within a multi-family dwelling, such as offices, recreation rooms, or common areas. The remainder of the frontage may be occupied by any use type permitted within the RM-26 district as noted in B.1 above.

- 2). If a mixed use structure (with multi-family dwellings) is developed, the RM-26 District density standards may be permitted in this tract.
- 3). Notwithstanding any provision contained herein to the contrary, multi-family buildings located on Tract 2 shall only be subject to the “Permitted Ground Floor Uses” restriction stated above if 20 percent or more of its footprint lies within the boundary of Tract 2 (*See Exhibit A for graphic summary of intent*).

2. Additional Permitted Uses:

- a. Self-storage, internal access (Subject to use standards in Section 4.3.5.C.2 of the Development Ordinance)

- b. Microbrewery, microdistillery or microwinery

Part II. CONDITIONS:

A. General Development Standards for Tract 1 and Tract 2:

- 1. Landscaping Requirements:
 - a. Landscaping Standards (Street Planting Yards – Along all public streets):
 - i. Minimum streetyard width (feet): 8
 - ii. Average streetyard width (feet): 10
 - iii. Maximum streetyard width (feet): 15
 - iv. Minimum number of canopy trees required per 100 linear feet of streetyard: 2
 - v. Minimum number of shrubs required per 100 linear feet of streetyard: 17
 - b. Landscaping Standards between Tracts 1 and 2:
Notwithstanding any such requirement in the City of High Point Development Ordinance, without regard for the developed use of Tracts 1 and 2, there shall be no requirement for installation of landscaping buffers between Tracts 1 and 2.
 - c. All other landscaping standards of the Development Ordinance (Section 5.5) shall apply to this development.
- 2. The following development standards from the Eastchester Gateway Corridor Overlay shall apply:
 - a. Section 3.8.7.F.5(a) and (b) (Landscaping Requirements):
 - i. Existing healthy trees shall be retained and incorporated into required landscape yards. Existing trees may be credited towards landscaping requirements in accordance with Section 5.5.8, Credit for Existing Vegetation.
 - ii. Stormwater detention ponds shall be screened with landscaping so as to obscure, to the maximum extent practicable, the view from public right-of-way.
 - b. Signage:
 - i. Signs in a Planned Development (PD) District are governed by Section 3.7.3.I (PD Signs) and Table 3.7.7.I H (PD Sign Standards).
 - ii. Signage shall also be governed by the following Gateway Corridor Overlay District (GCO) standards.
 - 1) Section 5.7.8.C.2 Illumination by District: Internal illumination is limited to cut-out letter/graphic or silhouette lighted signs.
 - 2) Section 5.7.8.G.2 (Specific Standards for Freestanding Signs)
 - (a) Only monument signs are allowed.
 - (b) Only change copy signs area allowed, but not electronic changeable copy signs.
 - 3) Section 5.7.9.B.2 (Attached Signs Requiring a Sign Permit - Illumination Standards for Attached Signs): Internal illumination is limited to cut-out letter/graphic or silhouette lighted signs.

3. Building Standards:

- a. Exterior building façades shall consist of no less than 30% brick, stone, wood, glass and/or cementitious material (i.e., Hardieboard).
- b. The following development standards from Section 3.8.7.F.7(a)(Façade Materials) shall apply:
 - i. Building façades utilizing smooth-faced concrete block, or unfinished or untreated tilt-up concrete panels, shall be limited to building façades not visible from the public right-of-way at a height of 6 feet.
 - ii. The use of high intensity (bright), metallic, or fluorescent colors shall be limited to façade trim or accents and total less than 20% of the area of any building façade.
 - iii. The use of lighting by direct illumination to outline or accentuate all or part of a structure, building or architectural features of a building, including but not limited to rooflines, windows, doors, cupolas, exterior walls, porches, canopies and awnings, with narrow band, strip, tube or other methods of lighting, is prohibited.
 - iv. Primary façade materials should not change at outside corners, and should continue around the corner to a logical point of conclusion such as a window or change in façade plane.

4. All of Section 3.8.7.F.7(b) (Roof-Mounted Equipment) shall apply.

B. Development, Dimensional and Density Standards:

1. As noted in Section 3.7.3.H (Standards Applied to All Planned Development Districts - Maximum Building Height), the maximum building height for all buildings in a PD district shall be specified on the planned development master plan map or the statement of intent and development standards document, but in no instance shall the maximum building height exceed 50 feet within 50 feet of a single-family residential district.
2. Tract 1:
 - a. Development shall be subject the Residential Multi-family – 26 (RM-26) district standards of the City of High Point Development Ordinance.
3. Tract 2:
 - a. Non-residential uses:
 - i. If developed for non-residential use, development shall be subject to the Limited Business (LB) District standards of the City of High Point Development Ordinance.
 - b. Residential Use:
 - i. Allowable residential use (i.e., multifamily use type), shall only be permitted as part of a mixed use structure (combination of permitted Institutional Use Types, permitted Commercial Use Types and multifamily dwellings). Development shall be subject to the Limited Business (LB) District standards of the Development Ordinance except as listed below:

- 1) Maximum residential density shall be 26 dwelling units per acre.
 - 2) A minimum of 50 percent of the ground floor building frontage along N. Centennial Street and Beaucrest Avenue, and lying on Tract 2, shall be dedicated to institutional or commercial use types, or an active amenity which is commonly found within a multi-family dwelling, such as offices, recreation rooms, or common areas. The remainder of the frontage may be occupied by any use type permitted within the RM-26 district.
 - 3) Notwithstanding any provision contained herein to the contrary, multi-family buildings located on Tract 2 shall only be subject to the “Permitted Ground Floor Uses” restriction stated above if 20 percent or more of its footprint lies within the boundary of Tract 2 (*See Exhibit A for graphic summary of intent*).
4. Notwithstanding any such requirement in the City of High Point Development Ordinance, without regard for the developed use of Tracts 1 and 2, the property owner shall not be required to adhere to building setback requirements between the constructed improvements of Tracts 1 and 2.

C. Parking:

1. Tracts 1 and 2:
 - a. Parking shall be based upon the development density of each individual tract; provided, however, in the event Tracts 1 and 2 are both developed to include multi-family use, required parking may be shared between the two tracts.
 - b. Section 3.7.6.C.2(c.) Planned Development Periphery (PD-P) pertaining to reduced parking shall not apply to this development.

D. Transportation:

1. Vehicular Access:
 - a. Tract 1:
 - i. Two points of vehicular access shall be permitted on Beaucrest Avenue (Access Point B and C) as identified in the Traffic Impact Analysis (“TIA”) prepared by Ramey Kemp Associates dated May 2023 – Sealed May 23, 2023
 - b. Tract 2:
 - ii. One point of vehicular access shall be permitted on N. Centennial Street (Access Point A as depicted on the TIA).
2. Additional Access Standards:
 - a. A stub access drive and sidewalk shall be installed to the northern boundary of Tract 1. As part of development permit approval, the location of both accesses(s) shall be established by the Technical Review Committee (TRC).
 - b. Internal vehicular cross access and pedestrian cross access shall be installed between Tracts 1 and 2. As part of development permit approval, the location of both accesses(s) shall be established by the Technical Review Committee (TRC).

3. Pedestrian Access:

- a. Installation of sidewalks shall be in substantial compliance with the approved PD Master Plan Map.
- b. **In conjunction with development of Tract 1, a sidewalk shall be installed around the Woodside Drive cul-de-sac. This sidewalk shall extend westward along one side of Woodside Drive to the N. Centennial Street right-of-way, subject to a reasonable determination of feasibility by the Technical Review Committee (TRC).**

4. Roadway Improvements:

- a. As a part of development approval, the property owner shall complete roadway improvements in accordance with the recommendations set forth in the TIA.
- b. Road striping for access from N. Centennial Street:
 - i. As part of land development permit approval, restriping of N. Centennial Street for south-bound access to Woodside Drive shall be modified and installed as required by the City of High Point Transportation Department.
 - ii. As part of land development permit approval, restriping of N. Centennial Street for south-bound access to Tract 2 (access Point "A"), shall be modified and installed as required by the City of High Point Transportation Department.

5. Abandonment of Woodside Avenue:

- a. As part of the development approval, the property owner shall submit a petition to the City of High Point City Council to abandon a portion of Woodside Avenue, specifically identified as:

BEGINNING AT AN EXISTING IRON REBAR IN THE SOUTHERN RIGHT OF WAY OF WOOD SIDE AVENUE AND A COMMON CORNER WITH THE SWEET SHOPPE INC, WITH THE N.C. GRID COORDINATES OF N:816,556.10' AND E:1,704,313.14' THENCE N4°09'46"E FOR A DISTANCE OF 46.43 FEET TO AN EXISTING IRON PIPE; THENCE N5°36'09"E FOR A DISTANCE OF 3.57 FEET TO A POINT, SAID POINT BEING A COMMON CORNER WITH THE LEWIS DEVELOPMENT INC PROPERTY; THENCE S77°49'32"E FOR A DISTANCE OF 73.08 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 350.86 FEET AND A CHORD DIRECTION OF S87°57'48"E FOR A DISTANCE OF 128.49 FEET TO A POINT; THENCE N81°29'09"E FOR A DISTANCE OF 218.80 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 627.13 FEET AND A CHORD DIRECTION OF N82°24'18"E AND A DISTANCE OF 20.20 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 627.13 FEET AND A CHORD DIRECTION OF N88°57'27"E AND A DISTANCE OF 123.04 FEET TO A POINT; THENCE S5°36'48"W FOR A DISTANCE OF 50.01 FEET TO AN EXISTING IRON PIPE; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 577.14 FEET

AND A CHORD DIRECTION OF S87°59'23"W AND A DISTANCE OF 130.83 FEET TO A POINT; THENCE S81°29'09"W FOR A DISTANCE OF 218.80 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 400.86 FEET AND A CHORD DIRECTION OF N87°57'48"W AND A DISTANCE OF 146.80 FEET; THENCE N77°24'46"W FOR A DISTANCE OF 65.84 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 0.65 ACRES MORE OR LESS.

- b. Building permits for Tract 1 shall not be issued until the above referenced portion of Woodside Avenue has been abandoned by the City of High Point, right-of-way is dedicated for public street cul-de-sac and said public street cul-de-sac is installed as generally depicted on the PD Master Plan.
 - c. The property owner shall construct private roadway improvements in accordance with the approved PD Master Plan to permit connectivity between Tract 1 and the remaining portion of Woodside Avenue.
6. Other Transportation Conditions:
- a. The City of High Point Director of Transportation and the North Carolina Department of Transportation (if applicable) shall approve all construction and improvements.
 - b. Right-of-way dedication: As a part of development permit approval for Tract 2, the property owner shall dedicate land from Guilford County Tax Parcel 182660 sufficient to allow for thirty-four (34) feet of public right-of-way along the frontage of Beaucrest Avenue, as measured from the existing centerline of Beaucrest Avenue.

E. Relationship of Permit to Development Ordinance: The use and development of this site shall be subject to the uses and conditions within this ordinance. The City of High Point Development Ordinance shall govern issues not addressed in this zoning ordinance.

**HIGH POINT CITY COUNCIL
REGULAR MEETING
DECEMBER 20, 2021 – 5:30 P.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING**

MINUTES

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

Mayor Wagner called the meeting to order at 5:30 p.m.

*Upon call of the roll, the following Council Members were **Present (8):***

Mayor Jay W. Wagner; Mayor Pro Tem Britt Moore, At Large; Council Member Tyrone E. Johnson, At Large; Council Member Cyril A. Jefferson, Ward 1; Council Member Christopher Williams, Ward 2; Council Member Monica L. Peters, Ward 3; Council Member S. Wesley Hudson, Ward 4; Council Member Victor A. Jones, Ward 5; and Council Member Michael A. Holmes, Ward 6.

*The following Council Member was **Absent (1):***

Mayor Pro Tem Britt W. Moore

Mayor Wagner called for a Moment of Silence. The Pledge of Allegiance followed.

FINANCE COMMITTEE - *Mayor Pro Tem Moore, Chair*
Committee Members: Moore, Peters, Holmes, and Jones

CONSENT AGENDA ITEMS

Council Member Victor Jones chaired the Finance Committee portion of the meeting in the absence of Mayor Pro Tem Britt Moore, Finance Committee Chairman.

Acting Chairman Jones announced that the Finance Committee did meet at the appointed time and all items on the Finance Committee Agenda were approved and are forwarded to the City Council with a favorable recommendation for approval.

Council Member Monica Peters shared that two of those items on the Finance Committee Agenda involved matters regarding South Main Street, which is in her Ward. She spoke to how the South Mainers have felt neglected in the past and offered reassurances that the city is working on improvements to the South Main Street area.

Council Member Jones then moved approval of all matters on the Finance Committee Consent Agenda. Council Member Holmes made a second to the motion. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

2021-551 Sole Source Contract - Cayenta Software Modification-SQL - Cognos

City Council is requested to award a sole source contract to Cayenta in the amount of \$318,425.00 for the migration of the database from Oracle to SQL and the migration of the printing component from Actuate to Cognos and that the appropriate City official be authorized to execute all necessary documents.

A motion was made by Council Member Jones, seconded by Council Member Holmes, to award a sole source contract to Cayenta in the amount of \$318,425.00 for the migration of the database from Oracle to SQL and the migration of the printing component from Actuate to Cognos and to authorize the appropriate City official to execute all necessary documents. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

2021-552 Contract - Atlantic Coast Engineering & Testing Inc. - Montlieu Avenue Roadway and Utility Improvements

City Council is requested to award a contract to Atlantic Coast Engineering & Testing, Inc. in the amount of \$115,000 for Montlieu Avenue Roadway and Utility Improvements and that the appropriate City official and/or employee be authorized to execute all necessary documents.

A motion was made by Council Member Jones, seconded by Council Member Holmes, to award a contract to Atlantic Coast Engineering & Testing, Inc. in the amount of \$115,000 for the Montlieu Avenue Roadway and Utility Improvements and to authorize the appropriate City official and/or employee to execute all necessary documents. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

2021-553 Contract - CPT Engineering & Surveying Inc. - Engineering Design Services - Samet Drive Extension

City Council is requested to award a contract to CPT Engineering & Surveying, Inc. in the amount of \$250,000.00 for design of the Samet Drive extension from Penny Road to Wendover Avenue and that the appropriate City official and/or employee be authorized to execute all necessary documents.

A motion was made by Council Member Jones, seconded by Council Member Holmes, to approve award of a contract to CPT Engineering & Surveying, Inc. in the amount of \$250,000.00 for design of the Samet Drive extension from Penny Road to Wendover Avenue and to authorize the appropriate City official and/or employee to execute all necessary documents. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

2021-554 Municipal Agreement - North Carolina Department of Transportation (NCDOT) - Sidewalk S. Main St & Traffic Signal Enhancements

City Council is requested to approve a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) in the amount of \$130,048 for the construction of new sidewalks and traffic signal enhancements at three (3) intersections at the US 29 and S. Main Street interchange.

A motion was made by Council Member Jones, seconded by Council Member Holmes, to approve a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) in the amount of \$130,048 for the construction of new sidewalks and traffic signal enhancements at three (3) intersections at the US 29 and S. Main Street interchange. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

2021-555 Municipal Agreement - North Carolina Department of Transportation (NCDOT) US 29 Bridge Replacement - S. Main Street

City Council is requested to approve a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) in the amount of \$205,800 for the aesthetic treatments of the bridge replacement and retaining walls on US 29 over S. Main Street.

A motion was made by Council Member Jones, seconded by Council Member Holmes, to approve a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) in the amount of \$205,800 for the aesthetic treatments of the bridge replacement and retaining walls on US 29 over S. Main Street. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

2021-556 Sole Source Contract - Riverdale Pump Station - Clearwater, Inc.- Rotating Pump Assembly

City Council is requested to award a sole source contract to Clearwater, Inc. in the amount of \$ 33,996.67 for the purchase of the replacement rotating assembly for pump #1 at the Riverdale Pump Station.

A motion was made by Council Member Jones, seconded by Council Member Holmes, to approve award of a sole source contract to Clearwater, Inc. in the amount of \$33,996.67 for the purchase of the replacement rotating assembly for pump #1 at the Riverdale Pump Station. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

2021-557 Amendment #3 - Freese & Nichols Registers Creek Pump Station & Force Main Project

City Council is requested to approve Amendment #3 with Freese & Nichols contract in the amount of \$209,330 for a change in construction phase services from part-time construction observation to full time observation for the duration (18 months) of the Registers Creek Lift Station and Force Main Project.

A motion was made by Council Member Jones, seconded by Council Member Holmes, to approve Amendment #3 to the Freese & Nichols contract in the amount of \$209,330 for a change in construction phase services from part-time construction observation to full-time observation for the duration (18 months) of the Registers Creek Lift Station and Force Main Project. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

2021-558 Resolution- Sale of City Owned Property - 700 Greenwood Drive

City Council is requested to adopt a resolution accepting the offer of \$10,000.00 and authorizing the sale of the Property located at 700 Greenwood Drive through the upset bid procedure of N.C.G.S. 160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

A motion was made by Council Member Holmes to adopt a Resolution accepting the offer of \$10,000.00 authorizing the sale of the property located at 700 Greenwood Drive through the upset bid procedure of N.C.G.S. 160A-269 and to direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

**Resolution No. 2024/21-69
Resolution Book, Volume XXI, Page 69**

2021-559 Ordinance - Budget Amendment - Record Issuance of Series 2021A and Series 2021B CES Revenue Refunding Bonds

City Council is requested to adopt a budget amendment to record the issuance of Series 2021A and Series 2021B CES Revenue Refunding Bonds.

A motion was made by Council Member Jones, seconded by Council Member Holmes, to adopt a budget amendment to record the issuance of Series 2021A and Series 2021B CES Revenue Refunding Bonds. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

**Ordinance No. 7776/21-93
Ordinance Book, volume XXII, Page 93**

PROSPERITY & LIVABILITY COMMITTEE - Council Member Hudson, Chair
Committee Members: Hudson, Holmes, Jefferson, and Peters

CONSENT AGENDA ITEMS

2021-560 Juneteenth - City Paid Holiday

City Council is requested to approve the addition of Juneteenth as a City of High Point paid holiday.

Council Member Hudson, Prosperity & Livability Chairman, reported that the Prosperity & Livability Committee did meet at their appointed time, discussed adding Juneteenth as an observed city paid holiday, and asked if staff would be making a presentation on the matter.

There being no staff presentation, Council Member Hudson then moved approval of the addition of Juneteenth as a City of High Point paid holiday. Council Member Williams made a second to the motion.

Mayor Wagner asked if there were any questions or discussion.

Council Member Jones advised that he initially had reservations about approving Juneteenth as a city paid holiday because he had not seen any data on the possible impacts. He wanted to know how this would impact city services or if it would have an impact on the city's budget. He felt it was Council's fiduciary responsibility to seek answers to those questions so it could be shared with constituents.

City Manager Tasha Logan Ford explained that a more in-depth presentation was provided to the Prosperity & Livability Committee and shared that the city currently has nine paid holidays (11 days off annually because of the extra day at Thanksgiving and Christmas); staff looked at the top 20 cities by population to determine if the City of High Point was aligned with the number of holidays provided to employees; there were a number of jurisdictions that added the Juneteenth holiday last year as part of their budgetary process; eleven cities that we typically compare ourselves to do provide Juneteenth as a holiday; and that the City of Charlotte will be adding it as a holiday as part of the 2022 budget process.

She then asked Assistant City Manager Eric Olmedo to come forward and give a presentation on this matter.

Mr. Olmedo explained that adding a holiday to the offerings is more of a scheduling matter and less of a direct budgetary impact due to scheduling conflicts and 24/7 operations where employees much cover the shift, and they receive another day off with pay. He reported that the city currently observes the following holidays:

- ✓ *New Year's Day*
- ✓ *Martin Luther King, Jr. Day*
- ✓ *Good Friday*
- ✓ *Memorial Day*
- ✓ *Independence Day*
- ✓ *Labor Day*
- ✓ *Veteran's Day*
- ✓ *Thanksgiving (2 days), and*
- ✓ *Christmas (2 days)*

Council Member Jones inquired about the other holidays that the city does not observe that other municipalities do observe.

Mr. Olmedo explained most cities observe the same holidays; however, some cities may provide for three days at Christmas. City Manager Logan Ford noted that typically, they entitle that as a floating holiday. She noted that most municipalities added Veteran's Day as a paid holiday as part of the budget last year and Juneteenth seems to be the one that most municipalities are now adding.

Council Member Jones asked staff if adding an extra holiday would result in any significant impacts or delays in city services. Ms. Logan Ford stated she did not anticipate any impact to services and noted it would mean adjustments to schedules to accommodate for an additional holiday.

Council Member Peters shared that she was in attendance at the Prosperity & Livability Committee meeting and was impressed by a comment made by Angela Kirkwood, Human Resources Director, that most municipalities are offering Juneteenth as a paid holiday and how this aids in the recruitment of good employees.

Council Member Hudson asked if staff has discussed the possibility of providing an alternative to a day off such as a time and a half day for employees that have to work on the holidays and expressed concerns that the city has recently decreased the level of some services such as leaf, bulk, trash pick-up, etc....

Ms. Logan Ford spoke to the challenge of the current situation is providing the services with the number of employees needed; the inability to recruit employees as in the past; and vacancy rates of 9%-10% in some departments such as police and public services; and that a number of other cities and organizations are also challenged as well with the inability to recruit and fill vacant positions.

Prior to calling for a vote on the motion, Mayor Wagner asked if there were any additional comments or questions.

Council Member Jefferson stated he is looking forward to celebrating Juneteenth with other High Pointers in 2022 and expressed gratitude with getting to this point of adding Juneteenth as an observed holiday and celebrating the freedom in a way that's reminiscent and one that is comparable to many of our peers in other governments/municipalities.

There being no further discussion, the Mayor called for a vote on the motion to approve the addition of Juneteenth as a City of High Point paid holiday. The motion carried by the following 7-1 vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Jones, and Council Member Holmes

Nay (1): Council Member Hudson

Absent (1): Council Member Moore

COMMUNITY DEVELOPMENT COMMITTEE - Council Member Williams, Chair
Committee Members: Williams, Hudson, Jefferson, and Johnson

PENDING ITEMS

2021-532 Ordinance - Demolition of Dwelling - 315 Louise Avenue

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 315 Louise Avenue belonging to Stephen Macconnell.

Lori Loosemore, Code Enforcement Manager, reported that this property was originally inspected on April 6, 2021; staff had been notified by the High Point Fire Department regarding a fire that occurred on the property; a hearing was held on April 27, 2021; no one appeared for the hearing; an Order to Repair or Demolish was issued on April 27, 2021 with a compliance date of May 27, 2021; staff did not hear from anyone until it was scheduled to come before the City Council on December 6, 2021; staff learned from the property owner, Mr. Macconnell, that the insurance company found the lost check and they were finally making payment for the house. She advised that Mr. Macconnell mentioned he had a buyer for the house who is planning on repairing it, so at the December 6, 2021 City Council meeting, staff recommended that this housing case be placed in pending to allow some time to meet with the new potential buyer about their plans for repairing the house and come up with a timeframe.

Ms. Loosemore reported that staff did schedule a meeting with the potential buyer, Mr. Leggett, and after they rescheduled the meeting several times, they ended up not showing up for it. At that time, she advised Mr. Leggett that he had misrepresented his intentions to repair the property by not showing up for the meeting and she would be taking it back before the City Council on December 20th.

At this time, Council Member Williams, Chairman of the Community Development Committee, asked if there was anyone present to speak regarding this housing case.

Steve Macconnell, the property owner and a resident at 1828 Cedrow Drive, admitted that staff has been great working with him regarding this matter. He shared that he has had a difficult life battling two auto immune diseases and how they now have cures/treatments for the diseases. He asked for additional time due to his health and spoke to the money he would lose if it is demolished.

Council Member Jones asked Mr. Macconnell how much additional time is needed. Mr. Macconnell advised that he does have a buyer for the property and a closing date has been set. Council Member Jones stated he had no problem allowing Mr. Macconnell to move forward with the sale if the potential buyer has the money to fix up the property.

Mayor Wagner asked if staff had seen a copy of the contract and Ms. Loosemore shook her head, no. The Mayor asked Mr. Macconnell to make sure that staff gets a copy of the sales contract. Ms. Loosemore stated if Council adopts the ordinance to demolish, staff could still meet with the buyer to ensure they come up with a timeframe and expectations to make the repairs. She explained that once the demolition ordinance is adopted, it triggers a 30-day appeal period to Superior Court and during that 30-day period if the buyer comes in and talks with staff regarding the repairs they plan to make, sets up a timeframe, then staff would certainly work with them while making sure they know the risks involved.

Chairman Williams asked staff about the timeframe as far as the demolition order. Ms. Loosemore inquired as to the closing date for the sale of the property and Mr. Macconnell replied it was set for the first week in January.

Chairman Williams asked if there was anyone else here to speak.

Hearing none, a motion was made by Council Member Williams, seconded by Council Member Johnson, to adopt the ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 315 Louise Avenue. The motion carried by the following unanimous 8-0 vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

**Ordinance No. 7774/21-91
Ordinance Book, Volume XXII, Page 91**

2021-499 Ordinance - Demolition of Dwelling - 1221 Franklin Avenue

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 1221 Franklin Avenue belonging to Arelis Tejada & Eddys Joel Tejada.

Lori Loosemore, Code Enforcement Manager, advised that this matter was previously heard by the City Council on November 15th, at which time staff reviewed all the information and recommended placing it in pending to allow staff time to gather additional information regarding the IRS lien that was placed on the property. She noted the lien has since been released and the property owner did provide a copy to staff. Staff provided notice to the property owner that the case would be coming back before the City Council on December 20th.

At this time, Community Development Committee Chairman Williams, recognized the property owner to speak.

One of the property owners, Arelis Tejada, explained that they did have the house at 1221 Franklin Avenue under contract at the time the case was heard before the City Council on November 15th, but because of issues and the time that lapsed while they were trying to get the lien released by the IRS. She pointed out that although the lien was released, the contract to sell the property expired on December 1st, and she is requesting additional time.

Following a lengthy discussion regarding the property owner's intent to sell the property or repair it, Ms. Tejada stated they would like to fix the house, but they need at least six months to do that and in the meantime they would continue to keep the house on the market to possibly sell it. She noted the estimate they got to fix the house was about \$52,000 and they need to replace the roof and make the repairs on the inside, but she and her husband only have about \$21,000 saved up and would have to raise the remainder to finish the repairs. Ms. Tejada stated they did not want to lose their investment and if the house is demolished then they would not have anything but the vacant land between the two houses already there.

Council Member Jefferson inquired about when the Tejadas purchased the house. Ms. Tejada noted they purchased it in 2019 about when the pandemic started and then all the pricing to make the repairs skyrocketed, but the prices are better now so they would like the opportunity

and additional time to make the repairs. Council Member Jefferson asked if the repairs could be made in the next 30 days. Ms. Tejada pointed out difficulties in getting contractors scheduled to do the work because most are booked solid. Council Member Jefferson noted that it would continue to be a safety issue until the repairs are made and inquired about the possibility of moving forward with the demolition order, and if the property owner makes significant progress, if the demolition ordinance could be rescinded. Council Member Holmes asked staff about the level of repairs that would be needed to bring the structure into compliance so that it is no longer a safety issue.

Ms. Loosemore replied that at least 75%-90% of the repairs would be needed. She reminded Council that staff already worked out a plan with the Tejadas previously; that it was scheduled for August 2nd; the property owners submitted a plan to Local Codes to begin the repairs that were to be completed within 12 months; the property owner applied for a permit, but the permit was not issued due to non-payment; on October 18th someone called to let staff know about their interest in purchasing the property; and that she is still unsure as to whether the Tejadas plan to sell the property or repair the property.

Council Member Holmes asked Ms. Tejada if they had explored the sale of the house because it would seem more likely that they would be able to sell it especially considering that they do not have all the money needed to make the repairs. Ms. Tejada stated she could not say they are going to sell the property in 30 days, nor could she say that they would have it fixed in 30 days and expressed concerns about putting more money into it and losing more money. She stated 30 days would not give them adequate time to sell it or fix it.

Council Member Peters pointed out the predicament that this puts the city in because it has been almost a year (January 25th) since staff started proceedings after a Complaint and Notice of Hearing was issued and a hearing held, with the Order to Repair or Demolish issued on January 27th.

Ms. Tejada explained when they applied for the permit, they never proceeded with the payment because they found a buyer and had the house under contract, but that the sale fell through after the contract expired due to the issue with the IRS lien.

Council Member Jefferson asked for clarification regarding the timeline for demolition orders and if there was any leeway. Ms. Loosemore explained the timeline and process that staff uses to make that determination; noted that per the State Statutes and the City Code, the compliance date for making the repairs after the Order to Repair or Demolish is issued is 30 days, and staff works with the property owners to grant extensions, etc.... for those property owners who are serious about making the repairs. She noted that typically staff gives the property owners 60-120 days to make the repairs and further clarified that once the demolition ordinance is passed, the property owners have an appeal period to Superior Court which is typically 10 days they can appeal the decision if they choose to do so.

Council Member Jefferson stated he wanted to avoid issuing the demolition ordinance, then having to rescind it because no repairs were made but would like to have an option to extend it if significant progress is made. Council Member Jones felt leaving it in pending would be a little more encouraging for the property owner to fix it. He explained that he was not saying that the extension should be granted, but from a thought process of an investor, he felt it might be better served to place it in pending for 60 days and see what happens with it.

Chairman Williams interjected and explained that the back and forth and extensions on housing cases goes back to 2014 and noted the reason Council relies on the professional opinion of staff and gives staff the latitude to make those decisions is to alleviate the back and forth when the cases come to Council. He pointed out this is the reason for the positive progress when it comes to blight remediation. He felt it would be best to move forward with the demolition ordinance.

Chairman Williams then made a motion to adopt the ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 1221 Franklin Avenue. Council Member Hudson made a second to the motion.

For further discussion, Council Member Jones inquired about the number of success stories where homes have been repaired that had demolition ordinances adopted. Ms. Loosemore noted she did not have those statistics readily available but acknowledged there have been some.

Council Member Holmes asked if the property owner decides to put the house back on the market and finds a buyer for the property in 15 days if it would halt the demolition process. Ms. Loosemore explained that it would not halt the process, but if a demolition ordinance is adopted and they do find a buyer for the property in 15 days, staff would meet with them, talk, and the buyer presents a timeline and is honest about making the repairs, then staff would work with them so the house could be repaired.

Council Member Hudson stated that he appreciates Ms. Tejada's position and concerns about losing money, but his concern is for the neighbors and pointed out unoccupied vacant structures such as this one that needs repairs reduces the property values in the neighborhood. He also conveyed that it has been his commitment in the past to vote according to staff's recommendations. Ms. Tejada relayed that she understood the concerns, but that they have been in communications with the neighbors and they understand the situation. She felt it was unfair for poor, minor people to try to grow and how difficult it is for them.

Mayor Wagner asked if there were any further comments or questions prior to the vote being taken on this matter.

Hearing none, the motion to adopt the demolition ordinance for 1221 Franklin Avenue carried by the following unanimous 8-0 vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

**Ordinance No. 7775/21-92
Ordinance Book, Volume XXII, Page 92**

PLANNING & DEVELOPMENT - Mayor Jay W. WagnerPUBLIC HEARINGSPENDING ITEMS (Continued Public Hearings)**2021-473 Resolution - Shamrock Petey, LLC and City of High Point - Plan Amendment 21-06**

A request by Shamrock Petey, LLC and the City of High Point to change the Land Use Plan classification for approximately 41 acres from the Office and Medium Density Residential classifications to the Community/Regional Commercial classification. The site is located at the southeast corner of W. Wendover Avenue and Penny Road.

The joint public hearing for this matter and related matters 2021-474 Annexation 21-06, 2021-504 Annexation 21-08, and 2021-506 Zoning Map Amendment 21-23 was duly held on Monday, November 1, 2021 at 5:30 p.m., continued to November 15, 2021 at 5:30 p.m., then continued to December 20, 2021 at 5:30 p.m. at the request of the applicant.

Transcript

Mayor Wagner: *Everything is in pending, so I guess we'll need a motion to take 2021-473, 474, 504, and 506 out of pending. I make a MOTION to do that.*

Council Member Holmes: SECOND.

All of those in favor of the motion, please signify by saying Aye.

Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes: Aye.

Mayor Wagner: *Okay, the motion to take these matters out of pending carried by an 8-0 unanimous vote. [Mayor Pro Tem Moore was absent]*

Mayor Wagner: *All of these items are linked. This is the rezoning and related matters of annexation and what not concerning the southeast corner of W. Wendover Avenue and Penny Road.*

So, I'm going to let staff and Mr. Terrell take this over and the public hearing was continued from our previous cases, so the public hearing is still open and I'll give people an opportunity to speak. Mr. Ferguson, do you want to begin, or do you want to let Mr. Terrell begin?

Tom Terrell: *Is there a staff presentation?*

Mayor Wagner: *There already was a staff presentation. I know there's been some negotiations regarding transportation issues and some other things. Why don't we have a short presentation maybe between the two of you and bring us up to date.*

Tom Terrell: Thank you, Mr. Mayor. Tom Terrell, 529 W. Parkway Avenue, with the Law Firm Fox Rothschild, representing Shamrock Petey which is here tonight represented by Mr. Dennis Bunker. Thank you for that continuance last month. Mayor Wagner, I'm here to say that we think that we are near the goal line but I'd like to put this into some context. I've been practicing law for 36 years, 34 of which have been in the area of land use and zoning. I have done this in four states now. I have practiced in somewhere between 350 and 400 jurisdictions, probably around 40-50 public-private agreements that would fall into that category and I've been working on this for two years. I will say with great confidence that I cannot remember a single project in all this time and in all of that footprint that has had so many complicating factors, that has had so many challenges, that has had so many twists and turns and so many near deaths as this project. Over this two years, we have learned a lot from each other. We have all become better at what we do, but I think tonight we are on the one-inch line and I'm hoping that we can fall over the goal line in just a minute for what I will describe in advance as a collaborative win-win. Of course, that is if you vote for the annexation and if you vote for the rezoning for these properties.

To be clear, we have worked out the transportation conditions well in advance. They were in your packet at the last meeting. We have handed out the revised transportation conditions. I have given copies to Mr. Ferguson, to your attorney, and Ms. Vierling all have copies of those revised conditions as do you. I believe that each of you has been given a copy of a dedication agreement that has been worked out with the legal team and primarily with an attorney in my office so that, which actually changed how we were looking at this and that made a huge, huge difference.

I'm glad to answer any questions but if you don't have any, I'd like to turn this over to Dennis Bunker who has a couple of words.

Mayor Wagner: Any questions for Mr. Terrell? Okay, thank you Mr. Terrell.

Dennis Bunker: Thank you Tom and thank you Mayor Wagner and members of the High Point City Council. My name is Dennis Bunker. I live at 1140 Dilworth Crescent Row in Charlotte. My company is Bunker Land Group and I'm the managing partner for the petitioners, the applicant, Shamrock Petey. I live in Charlotte, and I grew up in Salisbury right down the road from you and I've been working on projects in High Point and the Greater Triad area for the better part of the last 25 years. Before I get started, let me just thank you all for your public service. Y'all are all here as volunteers making big decisions about the future of this city and I certainly appreciate that. When we apply our time and talent and resources for things that are bigger than us, then, you know, things that are greater than ourselves, it's better for everybody. So, thank you for your public service.

So, we're thrilled to finally be in front of City Council with our development project. It's had a working title of Palladium South for a couple of years. We're also here for a solution, you know, to a critical road in your transportation plan-a road that I think's been on the books since June 1 of '95. So, we're here with a couple of big things, a development project and a solution for your road and so that's a very long time and you know finding a workable solution that Tom alluded to, the Samet Drive project and my development project, we've been working on it for 797 days and about \$600,000 of private capital. You know some things, it's just better not to know in advance or you probably wouldn't do them, but as I stand here tonight, I have no regrets and we're thrilled, again, to be here.

You know public and private endeavors they take a lot of work. There's a lot of back and forth, there's a lot of give and take and it's just because, you know, the nuances of public sector work and private sector work, they can be so different. But I'm convinced that we've arrived at the best

place for all concerned with the city building Samet and us donating the right-of-way and that's what municipalities do. They put in public infrastructure, and they build roads and developers bring perpetual income stream and jobs and rooftops, you know to pay for that infrastructure, to pay for those roads. So, in a nutshell, those benefits describe this project. This project has garnered a lot of support. Virtually unanimous support, you know, along the way from the beginning. The first to support this was, of course, the city manager's office with Randy McCaslin and Greg Ferguson. Then the Friends Meeting House, they were advocates early on.

The neighborhood behind, the Nottingham Subdivision, they've been for this project. And then Frank Amenya with Davenport, who wrote the TIA automatically saw the value in this road. And then in a meeting with Wright Archer, the Division Engineer with NCDOT, on June 14th, he also saw, you know, the value of the project. And then Herb with his Planning and Zoning Department did as well. Then the P & Z Commission an 8-1 vote in support of our application, you know, on October 26th. I think one of them said this is a no brainer. Then, finally, your Legal Department, Meghan, thank you. She has worked with us preparing the documents over the last few days and weeks. You know, I just say thank you to everyone in the city who's worked on these two projects along the way and City Council, I hope we can be successful tonight, you know, completing this process here with your support. You know Tom and I have spoken to many of you along the way and all of you, you know, have helped in some way. It's taken the cooperation of a lot of folks to get here and if Randy were here, he would attest to that statement as well as anyone. And the process hasn't been easy but like I said earlier, I think, you know, we've arrived at this best outcome for all parties. So, it just seems like the time and difficulty that it has taken has made it all worthwhile.

I'd like to close with some individual thank you's to a few folks. Again, thank you Meghan for your legal counsel and working with Tom and Neil over the past few weeks and past few days. Thank you.

Herb, thank you, for being an advocate early. You helped us figure out, you know, a land plan and some appropriate uses, you know, for this assembled parcel.

I'd like to thank the city managers Greg and Randy. Y'all have put in time and effort since October 15 of 2019. That was pre-COVID and you've convened untold number of meetings and I appreciate that.

But I'd like to especially thank two folks, Mayor Wagner, you've had your door open and provided guidance and leadership and I appreciate, really appreciate that. And finally, Council Member Holmes. I hold the last and maybe kind of biggest thank you for you. You brought a lot of stakeholders together in this endeavor from Guilford County leadership to the neighbors to all the constituents in your ward and I know that this project is in your ward. You embraced it early and you were an advocate for it early and I greatly appreciate that. So, thank you and thank you both for your guidance and leadership.

So, Mayor and City Council, you know, if we're successful here tonight with your vote of confidence and your approval, we'll get up in the morning and go to work on this project. So, we would greatly appreciate your support and I'll make myself available to answer any questions that you have. Thank you.

Mayor Wagner: Anyone with any questions for the developer or Mr. Terrell?

Council Member Holmes: *No, Mr. Mayor, just one comment. You know it's been a long drive if we're going to keep it in football terms, but I'm so pleased for Ward 6 and what this means for my constituents in Ward 6 and it's been a pleasure to work on this. I'm pleased that we're here at this point. So, thank you to all that have been involved in this; it's a wonderful thing for the city.*

Assistant City Manager Greg Ferguson: *Let's talk about logistics tonight because there have been a couple of changes that have occurred in the agenda process. So, if the City Council can consider the planning and zoning and annexation type issues and move through those. We're requesting that you suspend the rules and add the repeal of the Reimbursement Resolution which needs to come off the books and then move to the Dedication Agreement, so that will be the flow of those motions.*

Herb is here. Heidi's here. I don't think we plan on any further presentations, but they are happy to answer any questions if you have those. But if the Council can just move through the items as they are listed in the agenda.

Mayor Wagner: *Okay, thank you. Any questions for staff before we move to the votes? Okay, hearing none, I'll make a MOTION for APPROVAL of Plan Amendment 21-06.*

Council Member Jefferson: SECOND.

Mayor Wagner: Okay, there's a MOTION and a SECOND for APPROVAL of this item. Any discussion? Before we vote, the public hearing is CLOSED. I get the thumbs up from the city attorney on that.

All those in favor of approval of Plan Amendment 21-06, please signify by saying Aye.

Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes: Aye.

Mayor Wagner: Anyone opposed? [none] **That MOTION passes. [unanimous 8-0 vote]**

Resolution No. 2025/21-70
Resolution Book, Volume XXI, Page 70

Mayor Wagner: Next is **Annexation Case 21-06** and **I'll make a MOTION for APPROVAL. Is there a SECOND?**

Council Member Johnson: **SECOND.**

Mayor Wagner: Okay, there's a MOTION and a SECOND for APPROVAL. Any discussion? Okay, hearing none, all those in favor of APPROVAL of Annexation 21-06, please signify by saying Aye.

Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes: Aye.

Mayor Wagner: Anyone opposed? Okay, that MOTION PASSES. [unanimous 8-0 vote]

Ordinance No. 7777/21-94**Ordinance Book, Volume XXII, Page 94**

Mayor Wagner: The next item is Annexation 21-08. **I make a MOTION for APPROVAL.** Is there a SECOND?

Council Member Williams: SECOND.

Mayor Wagner: There's a MOTION and a SECOND for APPROVAL. Any discussion? Okay, hearing none, all those in favor of APPROVAL of Annexation Case 21-08, please signify by saying Aye.

Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes: Aye.

Mayor Wagner: Anyone opposed? Okay, that **MOTION PASSES unanimously. [8-0 unanimous vote]**

Ordinance No. 7778/21-95**Ordinance Book, Volume XXII, page 95**

Mayor Wagner: Next is **Zoning Map Amendment 21-23. I will make a MOTION for APPROVAL and state that Zoning Map Amendment 21-23 is consistent with the city's adopted policy guidance because the proposed CZ RC District would be supported by adopted policy guidance documents including the city Land Use Plan. Furthermore, the request is reasonable and in the public interest because, as conditioned, the requested CZ RC District would be similar and compatible with previous conditional zoning approvals granted in this area.**

Is there a SECOND?

Council Member Holmes: SECOND.

Mayor Wagner: Okay, there's a MOTION and a SECOND for APPROVAL of this item. Any discussion? Okay, hearing none, all those in favor, please signify by saying Aye.

Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes: Aye.

Mayor Wagner: Is there anyone opposed. Okay, that **MOTION PASSES.**

Ordinance No. 7779/21-96**Ordinance Book, Volume XXII, Page 96**

[end of transcript]

2021-474 Ordinance - Maria T. Montoya-Couch et al. - Annexation 21-06

A request by Maria T. Montoya-Couch, SV LIM Holdings, LLC, Steven Lim, Barbara M. Jordan, Darrin R. Jordan, NorthState Telephone LLC and KTK for a voluntary contiguous annexation of approximately 27.2 acres, located at the southeast corner of W. Wendover Avenue and Penny Road. The property is known as Guilford County Tax Parcels 196671, 196672, 170002, 170004, 170005 and 170006.

The joint public hearing for this matter and related matters 2021-473 Plan Amendment 21-06, 2021-504 Annexation 21-08, and 2021-506 Zoning Map Amendment 21-23 was duly held on Monday, November 1, 2021 at 5:30 p.m., continued to November 15, 2021 at 5:30 p.m., then continued to December 20, 2021 at 5:30 p.m. at the request of the applicant.

Note: For specific comments made during the public hearings and continued public hearings regarding 2021-474 Annexation 21-06, please refer to 2021-473 Plan Amendment 21-06.

A motion was made by Mayor Wagner, seconded by Council Member Johnson, that this matter be adopted. The motion carried by the following unanimous 8-0 vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

Ordinance No. 7777/21-94

Ordinance Book, Volume XXII, Page 94

2021-504 Mark & Carolyn Austin and Steven Lim-Annexation 21-08

A request by Mark & Carolyn Austin and Steven Lim for a voluntary contiguous annexation of approximately 7.94 acres, located along the south side of W. Wendover Avenue approximately 300 feet west of Gisbourne Drive (5223 W. Wendover Avenue - Guilford County Tax Parcel 170007) and along the north side of Samet Drive approximately 400 feet east of Penny Road (7706 Samet Drive - Guilford County Tax Parcel 196673).

The joint public hearing for this matter and related matters 2021-473 Plan Amendment 21-06, 2021-474 Annexation 21-06, and 2021-506 Zoning Map Amendment 21-23 was duly held on Monday, November 1, 2021 at 5:30 p.m., continued to November 15, 2021 at 5:30 p.m., then continued to December 20, 2021 at 5:30 p.m. at the request of the applicant.

Note: For specific comments made during the public hearings and continued public hearings regarding 2021-504 Annexation 21-08, please refer to 2021-473 Plan Amendment 21-06.

A motion was made by Mayor Wagner, seconded by Council Member Williams, that this matter be adopted. The motion carried by the following unanimous 8-0 vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

Ordinance No. 7778/21-95
Ordinance Book, Volume XXII, page 95

2021-506 Shamrock Petey, LLC-Zoning Map Amendment 21-23

A request by Shamrock Petey, LLC to rezone approximately 34.7 acres from the Agricultural (AG) District, Residential Single Family - 40 (RS-40) District and Mixed Use (MXU) District all within Guilford County's zoning jurisdiction, to a Conditional Zoning Retail Center (CZ-RC) District. The site is located at the southeast corner of W. Wendover Avenue and Penny Road. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

The joint public hearing for this matter and related matters **2021-473 Plan Amendment 21-06, 2021-474 Annexation 21-06, and 2021-504 Annexation 21-08** was duly held on Monday, November 1, 2021 at 5:30 p.m., continued to November 15, 2021 at 5:30 p.m., then continued to December 20, 2021 at 5:30 p.m. at the request of the applicant.

Note: For specific comments made during the public hearings and continued public hearings regarding 2021-506 Zoning Map Amendment 21-23, please refer to 2021-473 Plan Amendment 21-06.

A motion was made by Mayor Wagner, seconded by Council Member Holmes, that this matter be adopted. The motion carried by the following vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

Ordinance No. 7779/21-96
Ordinance Book, Volume XXII, Page 96

REGULAR AGENDA ITEMS

2021-549 Resolution Rescinding Resolution and Amended Resolution for Reimbursement Agreement with Shamrock Petey, LLC

City Council is requested to adopt a Resolution rescinding both the August 8, 2021 Resolution and the November 4, 2021 Amended Resolution for the Reimbursement Agreement with Shamrock Petey, LLC.

Mayor Wagner moved to suspend the rules so this matter could be added to the Agenda for consideration. Council Member Holmes made a second to the motion, which carried by the following 8-0 unanimous vote:

Mayor Wagner advised this action would rescind both the August 8, 2021 Resolution and the Resolution that was amended on November 4, 2021 for the Reimbursement Agreement with Shamrock Petey.

A motion was made by Mayor Wagner, seconded by Council Member Holmes, that this Resolution Rescinding both the August 8, 2021 Resolution and the November 4, 2021 Amended Resolution regarding the Reimbursement Agreement with Shamrock Petey, LLC be adopted. The motion carried by the following unanimous 8-0 vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

**Resolution No. 2026/21-71
Resolution Book, Volume XXI, Page 71**

2021-561 Dedication Agreement - Shamrock Petey, LLC - City of High Point - Samet Drive Extension

City Council is requested to approve a Dedication Agreement with Shamrock Petey, LLC and the City of High Point to construct the Samet Drive Extension and that the appropriate City official be authorized to execute all necessary documents.

A motion was made by Mayor Wagner, seconded by Council Member Jefferson, to approve a Dedication Agreement with Shamrock Petey, LLC and the City of High Point to construct the Samet Drive Extension and to authorize the appropriate City official to execute all necessary documents. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

GENERAL BUSINESS AGENDA

2021-562 Memorandum of Understanding (MOU) High Point Regional Health d/b/a High Point Regional Medical Center Memorandum of Understanding - Public Health Services Act, Section 403B “403B Program”

City Council is requested to approve a Memorandum of Understanding (MOU) between the City of High Point and High Point Medical Center supporting the participation in the drug discount program established under Section 340B of the Public Health Services Act (the “340B Program”); to assure the provision of health care to indigent, uninsured and underinsured residents of High Point and surrounding communities.

Megan Maguire, Assistant City Attorney, advised this is a Memorandum of Understanding with High Point Regional Health for a document that they need for their 403B Program which is basically an acknowledgement and acceptance of the services that they already provide to the community.

Mayor Wagner added that this had to do with a discount drug program which enables the hospital to provide cheaper medications to patients coming to the hospital and how this would be a good thing for the city to do so the hospital can provide cheaper medications to its citizens.

City Attorney JoAnne Carlyle pointed out there would be no exposure or financial burden to the city.

A motion was made by Mayor Wagner, seconded by Council Member Williams, to approve a Memorandum of Understanding (MOU) between the City of High Point and High Point Medical Center supporting the participation in the drug discount program established under Section 340B of the Public Health Services Act ("the 340B Program") to assure the provision of health care to indigent, uninsured, and underinsured residents of High Point and surrounding communities. The motion carried by the following unanimous 8-0 vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

2021-564 Appointment of City Trustee for the Environmental Remedial Trust (ERT) - Seaboard Chemical Corporation/Riverdale Drive Landfill Environmental Trust Fund Agreement

City Council is requested to accept the resignation of Terry Houk as City Trustee and appoint Robby Stone, Deputy Director of Public Services as City Trustee of the Seaboard Chemical Corporation/Riverdale Drive Landfill Environmental Trust Fund Agreement.

City Attorney JoAnne Carlyle explained that Terry Houk is currently the City Trustee for the Environmental Remedial Trust (ERT)- Seaboard Chemical Corporation/Riverdale Drive Landfill Environmental Trust Fund Agreement and that another trustee should be appointed due to the pending retirement of Mr. Houk.

A motion was made by Mayor Wagner, seconded by Council Member Johnson, to accept the resignation of Terry Houk as City Trustee and appoint Robby Stone, Deputy Director of Public Services as City Trustee of the Seaboard Chemical Corporation/Riverdale Drive Landfill Environmental Trust Fund Agreement. The motion carried by the following unanimous 8-0 vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

2021-565 Reinstatement - Voting Board Member Janet Catania - Historic Preservation Commission

Council is requested to reinstate Historic Preservation Commission member, Janet Catania, as voting member of the board due to absences.

A motion was made by Mayor Wagner, seconded by Mayor Pro Tem Peters, to approve the reinstatement of Janet Cantania to the Historic Preservation Commission as a voting member. The motion carried by the following unanimous 8-0 vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

2021-567 Reappointment - James Tanner- ABC Board

City Council is requested to confirm the reappointment of James Tanner to the ABC Board. Reappointment to be effective immediately and will expire November 15, 2024.

Mayor Wagner made a motion to suspend the rules so this matter could be placed on the Agenda for consideration. Council Member Peters made a second to the motion, which carried by the following unanimous 8-0 vote:

Mayor Wagner called on Council Member Victor Jones, as Council Liaison to the ABC Board, to speak regarding this matter. Council Member Jones explained that the ABC Board is unique in that each board member has specific talents/expertise they bring to the table and noted Mr. Tanner's Human Resources background/knowledge is definitely a valuable asset to the ABC Board.

A motion was made by Council Member Jones, seconded by Council Member Holmes, to reappoint James Tanner to the ABC Board effective immediately and will expire November 15, 2024. The motion carried by the following unanimous 8-0 vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

2021-568 Election of Mayor Pro Tem

Consideration of the election of Council Member Monica L. Peters as Mayor Pro Tem for the period of December 20, 2021 to December 19, 2022.

Mayor Wagner moved to suspend the rules so this matter could be added to the Agenda for consideration. Council Member Johnson made a second to the motion which carried by the following unanimous 8-0 vote:

The Mayor then recognized Council Member Williams.

Council Member Williams expressed appreciation to Council Member Moore for serving as Mayor Pro Tem for the past year.

Council Member Williams then made a motion to elect Council Member Monica Peters as Mayor Pro Tem for the period of December 20, 2021 through December 19, 2022 because of her service to the city, the character she has displayed while on Council, and for being one of the big hearts on Council. Council Member Jefferson made a second to the motion.

For further discussion, Mayor Wagner also expressed appreciation to Council Member Moore for doing a great job assisting him as Mayor Pro Tem this past year and noted that he looks forward to serving with Mayor Pro Tem Peters and having her assist him.

Mayor Pro Tem Peters thanked each of her fellow council members for their confidence and shared that she would be taking an advanced leadership role course at UNC School of Government in February so that she can express her vision and be a better speaker/leader. She vowed to try her best to do a great job.

There being no further discussion or comments, Mayor Wagner called for a vote on the motion. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

2021-563 Minutes to be Approved

December 2, 2021 Finance Committee Minutes @ 4:00 p.m.

December 6, 2021 Special Meeting Minutes @ 4:00 p.m.

December 6, 2021 Regular Meeting Minutes @ 5:30 p.m.

December 8, 2021 Prosperity & Livability Committee Minutes @ 9:00 a.m.

A motion was made by Mayor Wagner, seconded by Council Member Johnson, to approve the preceding minutes as submitted. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

ADJOURNMENT

Prior to adjournment, Mayor Wagner wished everyone a very Merry Christmas and a Happy New Year.

There being nothing further to come before the City Council, the meeting adjourned at 6:44 p.m. upon motion by Council Member Williams and second by Council Member Johnson.

Respectfully Submitted,

Jay W. Wagner, Mayor

ATTEST:

Lisa B. Vierling, MMC
City Clerk

**HIGH POINT CITY COUNCIL
REGULAR MEETING
AUGUST 7, 2023 – 5:30 P.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING**

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

Mayor Wagner called the meeting to order at 5:46 p.m. He called for a moment of silence, followed by the Pledge of Allegiance.

Present: Mayor Jay W. Wagner; Mayor Pro Tem S. Wesley Hudson, Ward 4; Council Member Britt W. Moore, at Large; Council Member Tyrone E. Johnson, At Large; Council Member Cyril A. Jefferson, Ward 1; Council Member Christopher Williams, Ward 2; Council Member Council Member Monica Peters, Ward 3; Victor A. Jones, Ward 5; and Council Member Michael A. Holmes, Ward 6.

STRATEGIC PLAN UPDATE- Blight Reduction and Marketing & Branding Initiative

2023-365 Strategic Plan Update

Council Member Chris Williams, Chairman of the Community Development Committee, will recognize staff to provide an update on the Strategic Plan regarding Blight Reduction. Council Member Michael Holmes, Chairman of the Marketing & Branding Task Force will provide an update on the Marketing & Branding Initiative.

Council Member Williams provided the Strategic Plan update regarding blight reduction and introduced Lori Loosemore, Code Enforcement Manager.

Ms. Loosemore provided information regarding new code enforcements complaints for the month of July and shared pictures of a recently renovated home.

Council Member Holmes provided information regarding the Strategic Plan update regarding Marketing and Branding noting the success of the branding launch party which coincided with the August Social District Saturday. He stated next steps would be roll out the new logo across the city such as city vehicles etc.

Council Member Jefferson thanked the Mayor and Staff for their work regarding the new logo and the success of the launch party.

PUBLIC COMMENT PERIOD

2023-364 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.

Larry Diggs, 1127, Biltmore Ave, asked questions regarding the new yard waste ordinance and the status of a vacant house.

Bruce Shipwash and Donald Shipwash, 220 Beddington Street, spoke to expediting a zoning request regarding property located at 220 Beddington Street.

Kenneth Orms, 3525 Sainsbury Lane, spoke to the City of High Point's actual cost of the proposed new City Hall, downtown revitalization, stadium, police station, clock tower, school in Colfax, and Parks and Recreation Bonds. He asked that City Council be honest regarding actual cost of potential projects.

Joshua Causey, spoke to a Mosque near the Allen Jay Middle Preparatory Academy, homelessness, litter, and drugs in south High Point Ward 3.

CONSENT AGENDA ITEMS

Mayor Wagner asked if any items needed removed for discussion regarding the Consent Agenda. Seeing none, he called for a motion on the Consent Agenda.

A motion was made by Council Member Moore, seconded by Council Member Johnson, to approve the Consent Agenda as presented.

Motion carried with the following vote:

Aye: Mayor Wagner, Mayor Pro Tempore Hudson, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Jones, and Council Member Holmes

2023-339 Consideration of a Contract with AMP Utility Distributions Services in the amount of \$106,250

City Council is requested to award a contract to AMP Utility Distribution Services in the amount of \$106,250 for the annual purchase of fire hydrants and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the Consent Vote.

2023-348 Consideration of a Contract with GEL Engineering of NC, Inc in the amount of \$142,960

City Council is requested to approve a contract with GEL Engineering of NC, Inc in the amount of \$142,960 for annual on-call air permitting assistance at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the Consent Vote.

2023-349 Consideration of Contract with Alta Planning + Design, Inc.

City Council is requested to approve a Contract with Alta Planning + Design, Inc. in the amount not to exceed \$45,000.00 to provide services necessary for the preparation of an engineering report and environmental information document (ER/EID) in accordance with guidance from the North Carolina Department of Environmental Quality (NC DEQ) Division of Water Infrastructure and that the appropriate City Official(s) be authorized to execute all necessary documents.

Approved by the Consent Vote.

2023-350 Consideration of a Contract Renewal with Cigna Healthcare for Employee Health and Dental Care

City Council is requested to authorize the City Manager to execute a twelve (12) month contract with Cigna Healthcare for healthcare coverage for city employees. Contract will be effective January 1, 2024 to December 31, 2024.

Approved by the Consent Vote.

2023-351 Consideration of a Purchase of Two (2) Ford F550 Trucks from Amick Equipment Company in the amount of \$282,461.86

City Council is requested to approve the purchase of two (2) Ford F550 trucks with DiamondBack 8 Yard body from Amick Equipment Company and declare the old trucks as surplus and dispose through the online auction process.

2023-352 Consideration of a Purchase of a Freightliner Truck with Pac Mac Model KB-20H-HJ from Carolina Environmental Systems, Inc. in the amount of \$205,985.00

City Council is requested to approve the purchase of a Freightliner truck with Pac Mac model KB-20H-HJ from Carolina Environmental Systems, Inc. and declare the old truck as surplus and dispose through the online auction process.

Approved by the Consent Vote.

2023-353 Consideration of an Easement Dedication to AT&T at 3940 Kivett Dr.

City Council is requested to approve an easement dedication to AT&T to relocate utilities to allow continued service after a portion of the right of way along Kersey Valley Rd. is closed and relocated to allow for the landfill expansion.

Approved by the Consent Vote.

2023-354 Consideration of a Resolution of the High Point City Council Authorizing Upset Bid Process for Sale of City Property Located at 807 Wise Avenue High Point, NC

City Council is requested to adopt a resolution accepting the offer of \$10,000 from HS.1 Properties, LLC for the purchase of city-owned property at 807 Wise Avenue through the upset bid procedure N.C.G.S. §160A-269 and direct the City Clerk to publish the public notice of the proposed sale in accordance with N.C.G.S. §160A-269.

Approved by the Consent Vote.

2023-356 Consideration of a Resolution Authorizing the Sale of Retired K-9 Bruno

City Council is requested to adopt a resolution to retire Police K-9 Bruno and declare as surplus property to allow him to be purchased by Officer Karl Wolf who will assume all responsibility and liability.

Approved by the Consent Vote.

2023-357 Consideration of the Purchase of Motorola Portable Radios from Motorola Solutions, Inc. in the amount of \$444,353.

City Council is requested to approve the purchase of Motorola Portable Radios from Motorola Solutions, Inc. in the amount of \$444,353 and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the Consent Vote.

2023-358 Consideration of a Contract with SHI, Inc. in the amount of \$210,976.67

City Council is requested to approve a contract to SHI, Inc. in the amount of \$210,976.67 for the annual renewal of licensing for Checkpoint firewall appliances and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the Consent Vote.

2023-359 Consideration of a Contract to Baker Underground in the amount of \$2,991,540

City Council is requested to award a contract to Baker Underground in the amount of \$2,991,540 for the Washington Street Realignment Project and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the Consent Vote.

2023-360 Consideration of a Contract to Wesco, Inc. in the amount of \$174,504

City Council is requested to award a contract to Wesco, Inc in the amount of \$174,504 for the procurement of Large Commercial/Industrial Voltage (120/208V) Transformers (225kVa) and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the Consent Vote.

2023-366 Consideration of Items Relating to the Construction of Homes for the Cedrow Affordable Housing Project

City Council is requested to approve a contract with Community Housing Solutions in the amount of \$212,294, approve the Resolution of Conveyance, and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the Consent Vote.

2023-271 Consideration of Items Relating to the Construction of Two Affordable Homes in the Southside Community

City Council is requested to approve a contract with Habitat for Humanity of High Point, Archdale & Trinity in the amount of \$91,000 to construct affordable homes in the South Side Community, approve a resolution of conveyance, and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the Consent Vote.

2023-368 Consideration of Approval of Minutes

City Council is requested to approve the following minutes:

Regular Meeting of the High Point City Council -December 5, 2022 @ 5:30 p.m.

Special Meeting of the High Point City Council - July 10, 2023 @ 4:00 p.m.

Special Meeting of the Community Development Committee - July 11, 2023 @ 4:00 p.m.

Finance Committee - July 13, 2023 @ 4:00 p.m.

Special Meeting of the High Point City Council - July 17, 2023 @ 5:00 p.m.

Regular Meeting of the High Point City Council - July 17, 2023 @ 5:30 p.m.

Special Meeting of the High Point City Council - July 19, 2023 @ 8:30 a.m.

Approved by the Consent Vote.

GENERAL BUSINESS AGENDA

2023-335 Consideration of a Reappointment to the Citizens Advisory Council

City Council is requested to confirm the reappointment of Kellie Jackson to the Citizens Advisory Council. Reappointment will be effective immediately and will expire on May 31, 2025.

Council Member Johnson asked Ms. Jackson to stand to be recognized and thanked her for her willingness to continue to serve on the Citizens Advisory Council.

A motion was made by Council Member Johnson, seconded by Council Member Hudson, to approve the reappointment of Kellie Jackson to the Citizens Advisory Council. Term will be effective immediately and will expire on May 31, 2025.

Motion carried with the following vote:

Aye: Mayor Wagner, Mayor Pro Tempore Hudson, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Jones, and Council Member Holmes

2023-340 Consideration of an Appointment to the Planning and Zoning Commission

City Council is requested to confirm a recommendation by Council Member Williams to appointment Steve Galanti to the Planning and Zoning Commission to fill an unexpired term. Appointment will be effective immediately and will expire June 30, 2024.

A motion was made by Council Member Williams, seconded by Council Member Moore, to approve the appointment of Steve Galanti to the Planning and Zoning Commission to fill an unexpired term. Appointment will be effective immediately and will expire on June 30, 2024.

Motion carried with the following vote:

Aye: Mayor Wagner, Mayor Pro Tempore Hudson, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Jones, and Council Member Holmes

ADJOURNMENT

Council Member Jones announced Coffee with a Veteran will be on Monday, August 21, 2023, beginning at 8:30 a.m. at Showplace 211 East Commerce Avenue.

There being no further business to come before the City Council, the meeting adjourned at 6:11 p.m.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

Sandra Keeney
City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Agenda Item- Eastside WWTP Gear Box Replacement- National Oilwell Varco	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Director Public Services	MEETING DATE: August 21, 2023
PUBLIC HEARING: No	ADVERTISED DATE/BY: N/A
ATTACHMENTS: 1. Quote 2. Sole Source Letter	

PURPOSE: To purchase ten (10) Chemineer gear boxes at the Eastside Wastewater Treatment Plant (WWTP) through a sole source contract with National Oilwell Varco.

BACKGROUND: The anaerobic/anoxic/aeration (AAA) tanks at the Eastside WWTP perform biological nutrient removal as part of the wastewater treatment process. There are a total of 53 (fifty-three) gearboxes that are utilized for mixing within the AAA tanks at the Eastside WWTP. The gear boxes were installed in the early 2000 upgrade project. Many are exceeding their useful life and failing due to normal wear and tear. The Public Services Department is requesting approval to purchase 10 Chemineer gear boxes that will be utilized to replace the existing gear boxes that have failed and to serve as spare equipment as future failures occur.

BUDGET IMPACT: Funds for this project are available in the FY 2023-2024 budget.

RECOMMENDATION/ACTION REQUESTED: Public Services is recommending that National Oilwell Varco be approved as a sole source vendor for the purchase of the refurbished Chemineer gear boxes for \$237,710.





Example of a Gear Box at the Eastside WWTP



Gear Boxes on top of the AAA tanks at the Eastside WWTP



Sole Authorization Letter

Chemineer™ Moyno™ - Industrial Technologies

August 8, 2023

Customer Name: Peter LaVigne
City of High Point
121 N. Pendleton St
High Point, NC 27260

Subject: Authorized Manufacture/Sole Source Letter

Mr. Peter LaVigne,

This letter is to confirm that Brown and Morrison of 14201-D South Lakes Dr, Charlotte, NC 28224 is the only authenticated authorized distributor for Chemineer and Moyno products hereby known as and referred to as NOV (National Oilwell Varco) in the states of Virginia, North Carolina, and South Carolina.

Please be advised that NOV is the only OEM manufacture of Chemineer and Moyno parts worldwide. All other named parts are considered replicated and do not meet Chemineer or Moyno's standards for materials or fitment.

Chemineer and Moyno (a division of NOV) has contracted Brown and Morrison as the Sole Authorized Representative in your area for Moyno™ products

Should you need any further assistance, please contact me.

Best Regards,

Shawn Brightman | *Chemineer and Moyno Regional Sales Manager*

NOV

Industrial – Pumps & Mixers

5870 Poe Avenue | Dayton, OH 45414

M 937.371.6895

E shawn.brightman@nov.com

Mono™ | Moyno™ | Chemineer™ | Kenics™ | Greerco™ | Prochem™



GoSpares Parts Quote (86708)

BAM32977

Created: 07/31/23 6:02 PM

Revised: 07/31/23 6:38 PM

Shipped In: TBD

Quote Info:

INCOTERMS: FCA Dayton
 SHIPPING TERMS: ALLOWED
 SHIP VIA: COMMON
 PAYMENT TERMS: NET 30 DAYS

Sold To:

City of Highpoint NC
 USA

Ship To:

Eastside WWTP
 5898 Riverdale Rd
 Jamestown, NC USA

ITEM#	PART#	DESCRIPTION	SHIPPED IN	QTY.	PRICE	SUBTOTAL
200	Z23049-981-090	GEAR DRIVE ASSEMBLY - With Change Gears - 31.3 Ratio - NEW serial:532442-39 model:4HT	TBD	10	\$23,771.00	\$237,710.00
200	Z23049-981AEXCH	GEAR DRIVE EXCHANGE CREDIT Notes: Credit will be issued upon receipt of part(s) serial:532442-39 model:4HT	TBD	1	\$-3,719.00	\$0.00
					TOTAL:	\$237,710.00

*** Lead Times subject to inventory. For firm lead time, please consult factory.**

Home Office Contact:

Field Service is available, please contact us for rates and availability

Terms & Conditions: Please review our terms & conditions

Taxable (Y/N):

Make Purchase Orders**Out To:**

National Oilwell Varco

L.P.

care of:

Brown & Morrison, Ltd.
 14201 South Lakes Drive
 Suite D
 Charlotte, NC 28273 United States
 t: (704) 554-8570

f:

e: tj.marks@brownandmorrison.com

signature

COVID-19 NOTICE: Due to the on-going COVID-19 pandemic and various Governmental directives, company measures and uncertainties arising therefrom (collectively "COVID-19 Effects"), all quoted delivery dates for products and completion dates for the work are National Oilwell Varco L.P.'s best estimates made at the time of the quote and are not binding on National Oilwell Varco L.P.. Accordingly, National Oilwell Varco L.P. assumes no risk for COVID-19 Effects on National Oilwell Varco L.P.'s ability to deliver the products or perform the work by the dates quoted. If the delivery of products or execution of work is affected by COVID-19 Effects, National Oilwell Varco L.P. shall be entitled to take reasonable measures with respect to COVID-19 Effects, to have an extension of time as needed, to deliver the products or complete the work and to obtain a reasonable compensation for all additional direct costs incurred by National Oilwell Varco L.P. as agreed with Customer in good faith. For purposes of this COVID-19 Notice, National Oilwell Varco L.P. shall mean the National Oilwell Varco L.P. affiliate named above and Customer shall mean the customer to which National Oilwell Varco L.P. issued to quote, order acknowledgement or other documents. We are monitoring this situation extremely closely and formulating plans on a case by case basis to try to ensure seamless support for our customers. We would ask that you contact your National Oilwell Varco L.P. Sales representative if you have any specific challenges or concerns.



Requisition #

CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION FORM
(For Items Costing \$10,000.00 or More)
Statutory Reference N.C.G.S. 143-129(e)6

Vendor:

Item(s):

Justification:

Brown and Morrison of 14201-D South Lakes Dr, Charlotte, NC 28224 is the only authenticated authorized distributor for Chemineer and Moyno products hereby known as and referred to as NOV (National Oilwell Varco) in the states of Virginia, North Carolina, and South Carolina.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Robby Stone
Date: 2023.08.09 06:52:51 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E. Harmon
Date: 2023.08.15 14:59:13 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2023.08.15 21:18:42 -04'00'

City Council (\$30,000 – Up)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Hillcrest Place / N. Main Street	
FROM: Greg Venable, Transportation Director	MEETING DATE: August 21, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Presentation	

PURPOSE: Presentation on costs associated with the installation of a new traffic signal at the intersection of Hillcrest Place and N. Main Street (Brown Truck Brewery) as well as alternatives for temporary improvements.

BACKGROUND: The City of High Point has contracted with Kimley Horn and Associates to study N. Main Street from Lexington Avenue to Church Street to provide recommendations for pedestrian safety improvements, streetscape improvements, speed reduction strategies, and complete street concepts. The study will be completed in late 2023. At the May 3rd Prosperity and Livability Committee Meeting, staff gave a presentation on possible interim safety treatments that could be installed in the location of the current crosswalk at Brown Truck Brewery until the more comprehensive study is complete. One of the identified potential future considerations discussed was a full traffic signal at the Hillcrest Place / N. Main Street intersection. The Committee requested more detail on the cost associated with the installation of a new traffic signal at Hillcrest Place. This is an update from staff on possible improvements associated with possible installation of a HAWK signal in the vicinity of Hillcrest Place as well as an update on the N. Main Street Study.

BUDGET IMPACT: Temporary improvements at Hillcrest Place are estimated at approximately \$45,000 and funds are available in the FY2023/2024 budget

RECCOMENDATION/ACTION REQUESTED: Approve temporary intersection and pedestrian improvements at Hillcrest Place and N. Main Street consisting of improved roadway lighting, existing RRFB enhancements and installation of a concrete median refuge island.



Prosperity and Livability Committee Meeting – N. Main Street Update

- Kimley Horn and Associates provided a list of potential interim improvements.
- Staff recommended to the Committee which treatments we felt were the best options based on cost and constructability.
- Evaluate feasibility of additional alternatives as part of greater Main Street Corridor Study.





- Enhance roadway lighting at the crosswalk location

~\$5,000 **Staff Recommends**



- Enhance existing RRFB with double posted signs and flashers

~\$10,000 - \$25,000 **Staff Recommends**



- Concrete median refuge island with detectable warning surfaces **Staff Recommends**

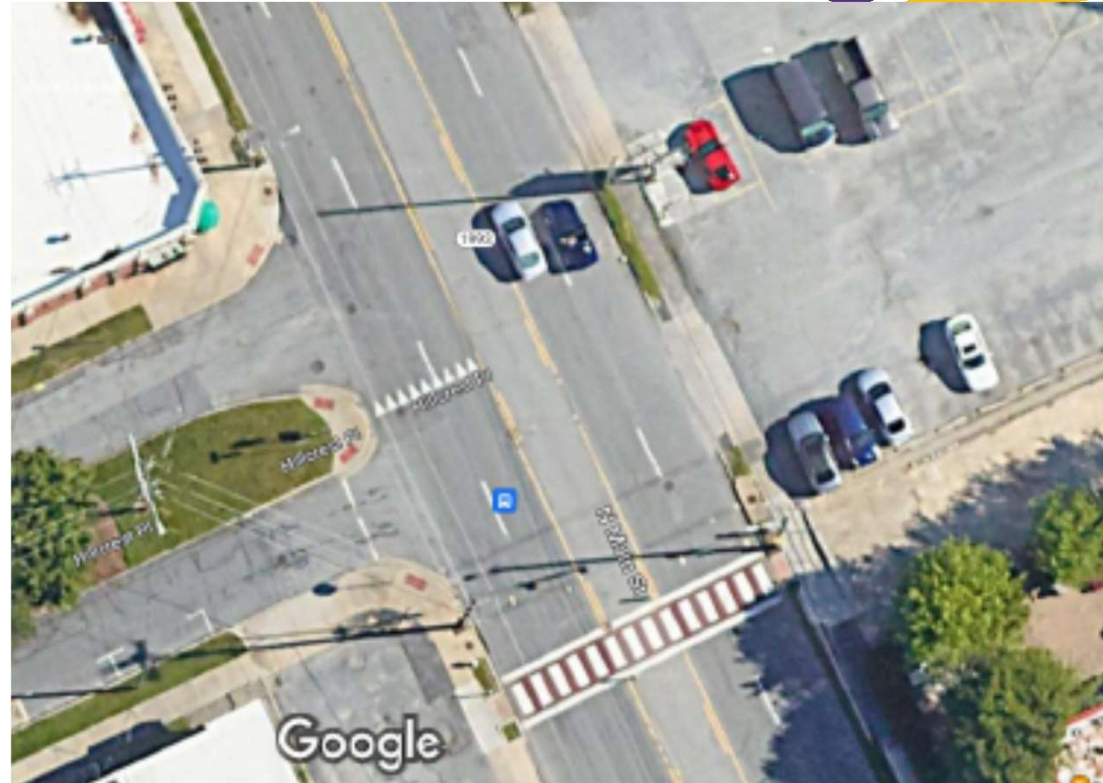
~\$15,000

- Estimated Total - \$45,000
- Committee requested we investigate possible installation of either a **H**igh Intensity **A**ctivated Cross**W**alk**K** (HAWK) or a full signalized intersection.



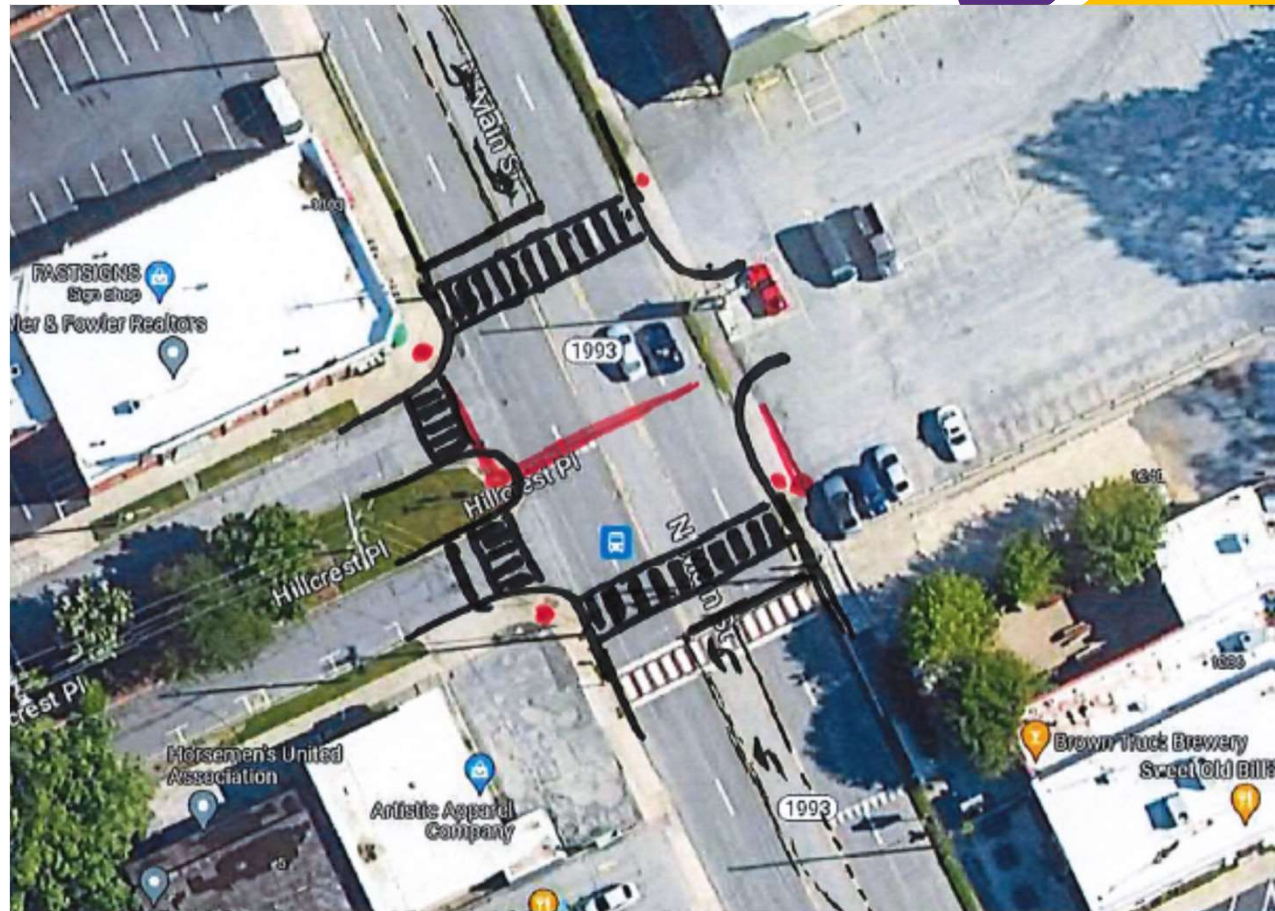
Hillcrest Court / N. Main Street HAWK Signal

- HAWK Signal will not be approved by NCDOT
 - Too close to Hillcrest Place intersection
 - Hillcrest Place right turning traffic/pedestrian conflicts
 - Hillcrest Place would need to be closed

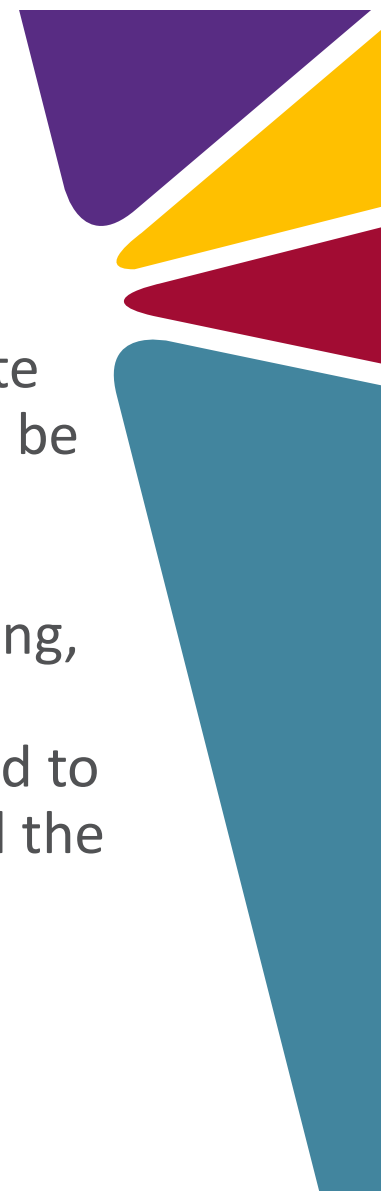


Hillcrest Court / N. Main Street Signal

- New signal must be approved by NCDOT
- Require modification/removal of the Brown Truck driveways.
- The intersection would need to be milled and repaved.
- Estimated completion is 9-10 months if started today. The Main Street Study will be completed about the same time



Hillcrest Court / N. Main Street Signal Installation Line-Item Costs



Item	Cost
Survey	\$ 1,000.00
Driveway closure/modification	\$ 15,000.00
Install HCR (2)	\$ 5,000.00
Remove HCR (2)	\$ 5,000.00
Utility relocates/pole additions	\$ 10,000.00
Signal plan (on call engineer)	\$ 10,000.00
Signal construction (span wire)(by city staff)	\$ 80,000.00
Mill and pave intersection and portion of Brown Truck parking lot	\$ 65,000.00
New crosswalks (Paveway)	\$ 26,000.00
New intersection pavement markings	\$ 10,000.00
Temporary construction easement	\$ 10,000.00
Total	\$ 260,700.00
These costs would be added to the above total if needed:	
Item	
Engineering plans/specs for construction (by on call engineer)	\$ 40,000.00
If outside contractor is needed to install signal	\$ 90,000.00
Total	\$ 429,770.00

The current estimate for this work would be approximately \$261,000.

If outside engineering, and an outside contractor is needed to construct the signal the cost could be approximately \$430,000.

Questions?





FINANCE COMMITTEE
Chaired by Mayor Pro Tem Britt Moore
Members: Moore, Holmes, Jones, and Peters
December 16, 2021 – 4:00 p.m.

CALL TO ORDER (Virtual Roll Call)

Chairman Moore called the meeting to order at 4:02 p.m.

Following roll call by Acting Chairman Jones, the following Committee Members were **Present (3)**:

Committee Member Victor Jones
Committee Member Monica Peters
Committee Member Michael Holmes

Absent (1)

Chairman Britt W. Moore

Staff Members Present:

Tasha Logan Ford, City Manager; Randy McCaslin, Deputy City Manager; JoAnn Carlyle, City Attorney; Eric Olmedo, Assistant City Manager; Greg Ferguson, Assistant City Manager; Jeron Hollis, Managing Director; Bobby Fitzjohn, Financial Services Director; Kim Thore, ROW Coordinator; Tyler Berrier, Electric Utilities Assistant Director; Steve Lingerfelt, Information Technology Services Director; Derrick Boone, Public Services Assistant Director; Greg Venable, Transportation Planning Administrator; Trevor Spencer, Engineering Services Director; Lisa Vierling, City Clerk; and Mary S. Brooks, Deputy City Clerk

PRESENTATION OF ITEMS**2021-551 Sole Source Contract - Cayenta Software Modification-SQL - Cognos**

City Council is requested to award a sole source contract to Cayenta in the amount of \$318,425.00 for the migration of the database from Oracle to SQL and the migration of the printing component from Actuate to Cognos and that the appropriate City official be authorized to execute all necessary documents.

Steve Lingerfelt, Director of Information Technology Services reported that an upgrade was needed for the Cayenta Software Database from Oracle to SQL and to migrate the printing software component from Actuate to Cognos. Cayenta was the utility billing software used by the City. This contract would also provide the migration of the printing component from Actuate to Cognos. Cognos would be the new bill print component for Cayenta. The City of High Point would use existing funds in the FY 2021-22 budget to purchase the Cayenta Modifications. This purchase would be made under the sole source provision. Staff is recommending a contract the approval of a contract with Cayenta to migrate the database from Oracle to SQL in the amount of \$318,425.00.

Joanne Carlyle, City Attorney advised Acting Chairman Jones to do a roll call vote due to the meeting being live streamed.

Acting Chairman Jones moved to place this matter on the Regular Agenda for discussion at the December 20, 2021 City Council meeting. Committee Member Peters made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Jones, Committee Member Peters, and Committee Member Holmes

Absent (1): Chairman Moore

2021-552 Contract - Atlantic Coast Engineering & Testing Inc. - Montlieu Avenue Roadway and Utility Improvements

City Council is requested to award a contract to Atlantic Coast Engineering & Testing, Inc. in the amount of \$115,000 for Montlieu Avenue Roadway and Utility Improvements and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Trevor Spencer, Engineering Services Director reported that Atlantic Coast Engineering and Testing, Inc. has a master agreement with the City as a prequalified on-call materials testing consultant and had successfully provided these services on previous infrastructure projects. Examples of materials testing that would be provided included soil backfill compaction, asphalt densities, and concrete compressive strength of sidewalks and curb and gutter. Staff is recommending approval of the contract with Atlantic Coast Engineering & Testing Inc. for Montlieu Avenue Roadway and Utility Improvements in the amount of \$115,000.00.

Acting Chairman Jones moved to place this matter on the Regular Agenda for discussion at the December 20, 2021 City Council meeting. Committee Member Holmes made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Jones, Committee Member Peters, and Committee Member Holmes

Absent (1): Chairman Moore

2021-553 Contract - CPT Engineering & Surveying Inc. - Engineering Design Services - Samet Drive Extension

City Council is requested to award a contract to CPT Engineering & Surveying, Inc. in the amount of \$250,000.00 for design of the Samet Drive extension from Penny Road to Wendover Avenue and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Trevor Spencer, Engineering Services Director reported that the scope of services included for site surveying, roadway and utility design of proposed infrastructure within future right-of-way, traffic signal modifications, obtaining required permits and encroachments, and design of intersection improvements on Penny Road and Wendover Drive as required by a traffic impact analysis for the adjacent Shamrock Petey development site. Staff is recommending approval of a contract with CPT Engineering and Surveying, Inc. for design of the Samet Drive extension from Penny Road to Wendover Avenue in the amount of \$250,000.00.

Acting Chairman Jones asked if the city had a work history with said company. Joanne Carlyle, City Attorney replied, yes.

Acting Chairman Jones moved to place this matter on the Regular Agenda for discussion at the December 20, 2021 City Council meeting. Committee Member Peters made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Jones, Committee Member Peters, and Committee Member Holmes

Absent (1): Chairman Moore

2021-554 Municipal Agreement - North Carolina Department of Transportation (NCDOT) - Sidewalk S. Main St & Traffic Signal Enhancements

City Council is requested to approve a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) in the amount of \$130,048 for the construction of new sidewalks and traffic signal enhancements at three (3) intersections at the US 29 and S. Main Street interchange.

Greg Venable, Transportation Planning Administrator reported that a request was being made for a financial participation through a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for the construction of new sidewalks along S. Main Street, and traffic signal enhancements at three (3) intersections in the project limits. NCDOT project U-5896 proposed a major reconfiguration of the S. Main Street interchange with US 29. The improvements, coupled with bridge project B-5353, would result in safer and more efficient traffic operations. The project would replace any existing sidewalk along the east side of S. Main Street that was disturbed during construction at no cost to the City. At the City's request, sidewalks would also be constructed along the west side of S. Main, at an estimated cost of \$40,572.00. Per State policy, the City would be responsible for 50% of the cost of this sidewalk, totaling \$20,286.00. Construction on the interchange was scheduled to begin in 2022, with an estimated duration of two (2) years. Staff is recommending approval of the Municipal Agreement with NCDOT in the amount of \$130,048 for the construction of new sidewalks and traffic signal enhancements at three (3) intersections at the US 29 and S. Main Street interchange.

Committee Member Peters moved to place this matter on the Regular Agenda for discussion at the December 20, 2021 City Council meeting. Acting Chairman Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Jones, Committee Member Peters, and Committee Member Holmes

Absent (1): Chairman Moore

2021-555 Municipal Agreement - North Carolina Department of Transportation (NCDOT) US 29 Bridge Replacement - S. Main Street

City Council is requested to approve a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) in the amount of \$205,800 for the aesthetic treatments of the bridge replacement and retaining walls on US 29 over S. Main Street.

Greg Venable, Transportation Planning Administrator reported that a request is being made for a financial participation through a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for aesthetic treatments on the bridge structure and retaining walls. NCDOT project B-5353 would replace a highway bridge on US 29 over S. Main Street. The existing bridge was constructed in the late 1950s and by inspection has been determined to be functionally obsolete. A new bridge would be constructed in coordination with other interchange improvements (State TIP project U-5896). Together these projects would result in safer and more efficient traffic operations on both US 29 and S. Main Street. At the City's request, NCDOT will include aesthetic coloring and textural treatments to the concrete finishes of the bridge and retaining walls. The cost of adding this treatment to the construction contract is estimated at \$205,800. Construction on the bridge and interchange is scheduled to begin in 2022, with an estimated duration of two (2) years. Upon completion of the project, NCDOT will invoice the City for the actual cost of the aesthetic treatments to the bridge and retaining walls. The estimated total presented in the Agreement is \$205,800. The City currently has \$581,000 set aside in a capital account that can be applied towards participation in the project. The Transportation Department recommends approval of the Municipal Agreement with NCDOT for the described

enhancements to the new bridge structure proposed on US 29 over S. Main Street. Staff is recommending approval of the Municipal Agreement with NCDOT . in the amount of \$205,800 for the aesthetic treatments of the bridge replacement and retaining walls on US 29 over S. Main Street.

Committee Member Peters thanked staff for their hard work and efforts on the improvements for the south side location in High Point.

Acting Chairman Jones moved to place this matter on the Regular Agenda for discussion at the December 20, 2021 City Council meeting. Committee Member Holmes made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Jones, Committee Member Peters, and Committee Member Holmes

Absent (1): Chairman Moore

2021-556 Sole Source Contract - Riverdale Pumpstation - Clearwater, Inc.- Rotating Pump Assembly

City Council is requested to award a sole source contract to Clearwater, Inc. in the amount of \$ 33,996.67 for the purchase of the replacement rotating assembly for pump #1.

Derrick Boone; three existing pumps originally installed in 1994; intent to replace #1 pump to extend life of pump; only available is this company; be sole source purpose for \$\$\$

Derrick Boone, Public Services Assistant Director reported that the purpose for this request was to purchase a replacement rotating assembly for pump #1 at the Riverdale Pump Station. The existing three Wemco-Hidrostal pumps at the Riverdale Pump Station were installed in 1994. The Public Services Department had observed increased vibration from the existing pumps, particularly on pump #1 which was a fixed speed pump. The intent was to replace the rotating assembly for pump #1 to decrease the vibration and extend the life of the pump until all 3 pumps can be replaced as part of a future upgrade to the Riverdale Pump Station. The only available replacement rotating assembly is through Clear Water, Inc which is a distributor of Wemco-Hidrostal pumps. Staff is recommending that the purchase of the replacement rotating assembly from Clear Water, Inc be approved as a sole source purchase in the amount of \$33,996.67.

Acting Chairman Jones inquired on the lifespan for the Rotating Pump. Mr. Boone replied that the life span for the pump would be around 20 to 30 years.

Acting Chairman Jones moved to place this matter on the Regular Agenda for discussion at the December 20, 2021 City Council meeting. Committee Member Holmes made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Jones, Committee Member Peters, and Committee Member Holmes

Absent (1): Chairman Moore

2021-557 Amendment #3 - Freese & Nichols Registers Creek Pump Station & Force Main Project

City Council is requested to approve Amendment #3 with Freese & Nichols contract in the amount of \$209,330 for a change in construction phase services from part-time construction observation to full time observation for the duration (18 months) of the Registers Creek Lift Station and Force Main Project.

Derrick Boone, Public Services Assistant Director reported a request is for approval of Amendment #3 to the Freese and Nichols contract (purchase order 100616) which would amend the construction phase services from part-time construction observation to full time observation for the duration (18 months) of the Registers Creek Lift Station and Force Main Project. The Registers Creek lift station upgrade project was awarded to Jimmy R. Lynch and Sons on May 17, 2021 for the amount of \$8,504,452.27. The notice to proceed was issued on August 16, 2021 and the contract length is 18 months. The scope of the project was to construct a new lift station located on the existing station site with a peak capacity of 4.2 MGD and approximately 16,577 LF of 18-inch force main. Freese and Nichols designed the Registers Creek Lift Station and Force Main Project and was currently assisting with contract administration and part time construction observation. Due to the complexity of the project, the Public Services Department is recommending that the construction observation for the project be increased to full time. Amendment #3 would increase construction observation from up to 24 hours per week to up to 50 hours per week for the duration (18 months) of the Registers Creek Lift Station and Force Main Project. Staff is recommending approval of amendment #3 to Freese and Nichols in the amount of \$209,330.00.

Committee Member Holmes moved to place this matter on the Regular Agenda for discussion at the December 20, 2021 City Council meeting. Acting Chairman Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Jones, Committee Member Peters, and Committee Member Holmes

Absent (1): Chairman Moore

2021-558 Resolution- Sale of City Owned Property - 700 Greenwood Drive

City Council is requested to adopt a resolution accepting the offer of \$10,000.00 and authorizing the sale of the Property located at 700 Greenwood Drive through the upset bid procedure of N.C.G.S. 160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

Kim Thore, Right of Way Coordinator reported that council is requested to adopt a resolution accepting the offer of \$10,000.00 and authorizing the sale of the property through the upset bid procedure of N.C.G.S. 160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269. Lorenzo Vazquez Hernandez had offered a bid of \$10,000.00 for a City owned lot located at 700 Greenwood Drive, Parcel No. 194635. The property is approximately 28,314 square feet (0.65 acre) in size. The property was received by the City in 2019 from a tax foreclosure.

Acting Chairman Jones moved to place this matter on the Regular Agenda for discussion at the December 20, 2021 City Council meeting. Committee Member Peters made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Jones, Committee Member Peters, and Committee Member Holmes

Absent (1): Chairman Moore

2021-559 Ordinance - Budget Amendment - Record Issuance of Series 2021A and Series 2021B CES Revenue Refunding Bonds

City Council is requested to adopt a budget amendment to record the issuance of Series 2021A and Series 2021B CES Revenue Refunding Bonds.

Bobby Fitzjohn, Financial Services Director reported that A budget amendment of \$50,928,000 was needed to recognize funds from the issuance of CES Revenue Refunding Bonds. On December 16, 2021, the City of High Point issued Series 2021A CES Revenue Refunding Bonds in the amount of \$20,386,000 and Series 2021B CES Refunding Bonds in the amount of \$30,542,000. On November 15th City Council approved a resolution authorizing staff to begin the process of refunding Series 2012A and Series 2014 CES Revenue Bonds. On December 6th, City Council approved bond orders authorizing the issuance of 2021A and 2021B CES Revenue Refunding Bonds. The Local Government Commission approved the sale at its December 7th meeting. Taxable Series 2021A Revenue Refunding Bonds were issued to Pinnacle Bank on December 16th. Upon conversion to a tax-exempt rate in August 2022, the 2021A issuance would result in 7.9% NPV savings or cash flow savings of approximately \$153 thousand per year for through FY 2032 with a total cash savings of approximately \$1.7 million. Taxable Series 2021B Revenue Refunding Bonds were issued to Truist Bank on December 16th. Upon conversion to a tax-exempt rate in August 2024, the 2021B issuance would result in 9.1% NPV savings or cash flow savings of approximately \$165 thousand per year for through FY 2040 with a total cash savings of approximately \$3.1 million. The refunding savings would be built into the debt service budgets for the Water & Sewer Fund in the 2022-2023 Annual Budget and successive years. Staff is recommending approval of the budget amendment to record the issuance of Series 2021A and Series 2021B CES Revenue Refunding Bonds.

Acting Chairman Jones moved to place this matter on the Regular Agenda for discussion at the December 20, 2021 City Council meeting. Committee Member Holmes made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Jones, Committee Member Peters, and Committee Member Holmes

Absent (1): Chairman Moore

ADJOURNMENT

There being no further business to come before the Finance Committee, Chairman Moore asked if there were any objections to adjourn the meeting. There being none, the meeting was adjourned at 4:13 p.m.

Respectfully Submitted,

Victor Jones, Acting Chairman

Attest:

Mary S. Brooks, CMC
Deputy City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Cayenta AMI Integration	
FROM: Jeremy Coble – Customer Service Director	MEETING DATE: 8/21/23
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Cayenta SOW	

PURPOSE: The City's objective is to enlist the services of Harris Utilities (Cayenta) to integrate our customer integrated system (CIS) with other AMI software platforms.

BACKGROUND: Currently, the city is engaged in the deployment of Advanced Metering Infrastructure (AMI) with the aim of augmenting the efficiency of its Electric and Water Utility services. This significant undertaking is poised to yield valuable data, subsequently improving utility operations, and elevating the overall customer experience. To effectively leverage the AMI technology, seamless configuration, and integration of the city's CIS, Cayenta, with other AMI-related platforms will be required.

BUDGET IMPACT: Funding is available in Electric Capital Projects Fund.

RECOMMENDATION/ACTION REQUESTED: Staff recommends that Harris Utilities be approved for implementation services \$366,030.00.





Requisition #

CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION FORM
(For Items Costing **\$10,000.00 or More**)
Statutory Reference N.C.G.S. 143-129(e)6

Vendor:

Item(s):

Justification:

The City's objective is to enlist the services of Harris Utilities (Cayenta) to integrate our customer integrated system (CIS) with other AMI software platforms.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Jeremy Coble
Date: 2023.08.11 09:41:24 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager

Digitally signed by Candy E. Harmon
Date: 2023.08.11 13:06:56 -04'00'

Financial Services Director

Digitally signed by Bobby Fitzjohn
Date: 2023.08.11 14:07:31 -04'00'

City Council (\$30,000 – Up)

Software License and Services Agreement

This **Software License and Services Agreement** (the "**Agreement**"), is entered into on _____ (the "**Effective Date**") by and between **City of High Point ("Organization")** and **N. Harris Computer Corporation ("Harris")**, having the respective principal places of business provided herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I INTERPRETATION

1.1 Definitions.

The following terms shall have the meaning set out below; all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Agreement:

- (a) "**Affiliates**" in reference to Harris, means any other legal entity that: (a) directly or indirectly controls or is controlled by Harris; or (b) is directly or indirectly controlled by a legal entity that also directly or indirectly controls Harris. A legal entity controls another legal entity if that first legal entity has the power to direct or cause the direction of the management of the other legal entity, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise.
- (b) "**Annual Subscription Fees**" means the recurring annual subscription fees payable to Harris by Organization for the access and use of the Cayenta Products, as more particularly set out in a CS Order.
- (c) "**Aggregated Statistics**" means data and information related to Organization's use of the Cayenta Services to be used by Harris in an aggregate and anonymized manner, including for the purpose of compiling statistical and performance information related to the provision and operation of the Cayenta Services.
- (d) "**Authorized User(s)**" means an employee or agent of Organization: (i) who has been authorized by Organization to access and use the Cayenta Services pursuant to this Agreement; and (ii) for whom access to the Cayenta Services has been purchased hereunder.
- (e) "**Cayenta Products**" means collectively or singularly, as applicable, the Software and the Cayenta Services.
- (f) "**Cayenta Services**" or "**CS**" means the subscription-based services selected by Organization and set out in a CS Order which are proprietary to Harris or that are Third-Party Products resold by Harris to Organization. The Cayenta Services are comprised of **any one or all** of the following: hosting, monitoring, operating and maintaining the Software on the Third-Party Platform, providing the Support Services and providing storage of Organization Data, all as more particularly set out in a CS Order,
- (g) "**CS Order**" means the CS order form that sets out the particulars of the Cayenta Services to be provided by Harris and the associated Fees and which forms part of this Agreement.

(h) **“CEP User(s)”** means each of Organization’s customers who access and use the Customer Engagement Portal.

(i) **“CEP User Agreement”** means the terms and conditions between Organization and CEP Users that govern CEP Users’ use of the Customer Engagement Portal and which shall be either: (i) in a form prepared by Organization, provided such form is at least as protective of Harris as the terms and conditions of this Agreement, or (ii) in a form provided by Harris, if so requested by Organization.

(j) **“Change Order”** means any duly executed change order between the Organization and Harris evidencing agreement to add, subtract or change particular aspects of the Cayenta Services.

(k) **“Completion of Services”** has the meaning given to it by the Professional Services Agreement.

(l) **“Confidential Information”** shall mean the Software, and any information which is confidential in nature or that is treated by Harris as being confidential which is disclosed by Harris or obtained by Customer in connection with this Agreement, whether such information is in oral, written, graphic or electronic form, which: is (i) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (ii) known by the Customer to be considered confidential or proprietary, such as the Software, or (iii) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party’s employees or independent contractors who have not had access to or use of the other party’s Confidential Information which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction.

(m) **“Customer Engagement Portal”** or **“CEP”** means the Harris self-service web portal known as “SilverBlaze” which can be configured by an Authorized User to perform administrative functions and made available to CEP Users by Organization through the Internet.

(n) **“Data Protection Requirements”** means the GDPR, Local EU/EEA Data Protection Laws, and any applicable laws, regulations, and other legal requirements relating to (i) privacy and data security; and (ii) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any personal information, as ‘personal information’ is defined by the applicable “Data Protection Requirements”.

(o) **“Direct Organization-Third-Party Agreement”** means the agreement entered into by Organization and a service provider of Third-Party Products that governs the access and use of such Third-Party Products and to which agreement Harris is not a party.

(p) **“Documentation”** means the Harris user manuals, handbooks, guides, educational materials, product descriptions and specifications, technical manuals, and other information relating to the Cayenta Services either distributed in hard copy form or electronically and available at <http://wiki.cayenta.com>.

(q) **“Fees”** means collectively and singularly, the Annual Subscription Fees and any other fees due to Harris by Organization under this Agreement.

(r) **“Organization Confidential Information”** means non-public information or material disclosed by Organization to Harris during the Term that is (i) marked “Confidential”; or (ii) should reasonably be known

or understood to be confidential by an individual exercising reasonable commercial judgment in the circumstances. Organization Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of Harris; (ii) was previously known to Harris; (iii) is rightly received by Harris from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by Harris without reference to or use of Organization Confidential Information. Organization Confidential Information does not include Organization Data.

(s) **“Organization Data”** means information, data (other than Aggregated Statistics), and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Organization or any other Authorized User through the Cayenta Services, including but not limited to personal information or personally identifiable information of Organization’s customers.

(t) **“Pass-Through Terms”** means those Third-Party Terms set out in Schedule C that govern use of the Third-Party Products set out in Schedule C, and as such Third-Party Terms maybe revised from time to time.

(u) **“Professional Service(s)”** means the implementation, training, consulting, data conversion and other professional service(s) provided by Harris as described in a Statement of Work.

(v) **“Professional Services Fees”** means the fees to be paid by Organization for the Professional Services as set out in the applicable CS Order.

(w) **“Protected IP”** means any and all components of the Cayenta Services, the Software, the Documentation, and any and all related intellectual property, whether provided to or accessible by Organization in connection with the foregoing, and whether such intellectual property is proprietary to Harris or to its vendors, service providers or licensors.

(x) **“Service Level Agreement”** or **“SLA”** means Harris’ service level agreement that is attached as Schedule B to this Agreement, as revised from time to time.

(y) **“Service Level Failure”** has the meaning given to it in the Service Level Agreement.

(z) **“Software”** means the software product(s) that are owned by Harris and made available through the Cayenta Services or licensed to Organization, as applicable and as set out in a CS Order. “Software” includes Harris APIs and the Customer Engagement Portal. “Software” does not include Third-Party Products.

(aa) **“Statement of Work”** or **“SOW”** means the statement of work attached as Schedule D or any future statement of work executed by the parties from time to time, each of which is governed by and integrated into this Agreement and each of which sets out the Professional Services to be provided by Cayenta.

(bb) **“Support Services”** means customer support services that are described in Schedule A in respect of the Cayenta Services. “Support Services” excludes the support of: (i) Professional Services; and/or (ii) Out-of-Scope Services (as defined in Schedule A).

(cc) **“Third-Party Platform”** means the third-party cloud infrastructure through which Harris hosts the Software and delivers the Cayenta Services, being, as of the Effective Date, Microsoft Azure®.

(dd) **“Third-Party Products”** means applications, software, infrastructure, services, documents, data,

content, specifications, products, equipment, hardware, or components that are incorporated into, accessible through or that interoperate with the Cayenta Services and that are not proprietary to Harris. "Third-Party Products" includes, without limitation, the Third-Party Platform.

(ee) **"Third-Party Terms"** means the terms and conditions that govern the use of the Third-Party Products, and as such terms and conditions may be revised from time to time. There are two types of Third-Party Terms: (i) the Pass-Through Terms; and (ii) the Direct Organization-Third-Party Agreement.

(ff) **"Usage Limits"** means the usage applicable to the CS as set out in the most current CS Order, including without limitation, data storage limits, data export limits, number of Authorized Users, and any other usage restrictions described in the Documentation or set out in the applicable CS Order.

1.2 Schedules.

The following schedules ("**Schedules**") are appended to and form an integral part of this Agreement:

Schedule A –Support Services

Schedule B - Service Level Agreement [RESERVED]

Schedule C – Third Party Terms [RESERVED]

Schedule D – Statement of Work

(With each referenced schedule being a "**Schedule**", and each referenced appendix being an "**Appendix**" or collectively "**Appendices**".)

In the event of a conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in the Schedules, the terms and conditions of the main body of this Agreement shall control, (a) unless otherwise expressly stated in the provision giving rise to the conflict or inconsistency; and (b) except in the case of Schedule C, the Appendices of which shall control with respect to the applicable Third-Party Terms.

ARTICLE II CAYENTA PRODUCTS AND PROFESSIONAL SERVICES

2.1 Grant of Licenses. Subject to and conditional upon Organization's compliance with the terms and conditions of this Agreement, Harris hereby grants Organization a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format during the Term for its internal business purposes in accordance with the applicable CS Order. Customer acknowledges and agrees that access to the Software is licensed for the Term and not sold.

2.2 Access and Use. Subject to and conditional upon Organization's payment of Fees and compliance with all other terms and conditions of this Agreement, Harris hereby grants Organization a revocable, non-exclusive, non-transferable, limited right to access and use the Cayenta Services solely by Authorized Users in accordance with the terms and conditions of this Agreement. Such access and use are limited to Organization's internal business purposes and are subject to the Usage Limits. If Organization wishes to increase the Usage Limits, the parties shall execute a new

CS Order which shall set out adjustments to the Usage Limits and the applicable adjustment of Fees.

- 2.3 Documentation License.** Harris hereby grants to Organization a non-exclusive, non-sub-licensable, non-transferable license to use the Documentation during the Term solely for the purpose of creating and using internal training materials relating to the Cayenta Products.
- 2.4 Customer Engagement Portal.** A CEP User must be bound by a CEP User Agreement prior to Organization granting such CEP User Customer Engagement Portal access or use. In addition, in granting CEP Users access and use rights in respect of the Customer Engagement Portal, Organization shall:
- (a) comply with applicable laws, including without limitation those related to privacy and data security;
 - (b) protect the Customer Engagement Portal from unauthorized access and use, including through implementation and maintenance of best industry standard security and privacy protection measures;
 - (c) implement and maintain CEP User login and password protocols;
 - (d) ensure that all credentials used by CEP Users are time-limited and will expire when no longer reasonably necessary; and
 - (e) limit access by each CEP User to information regarding only such CEP User's accounts.
- 2.5 Reservation of Rights.** Harris reserves all rights not expressly granted to Organization in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Organization or any third party any intellectual property rights or other right, title, or interest in or to the Protected IP.
- 2.6 Third-Party Products.** The Third-Party Products are provided as components of the CS and are governed by the Third-Party Terms. Access and use of the Third-Party Products listed in Schedule C are governed by the Pass-Through Terms. Organization shall comply with the most current Pass-Through Terms and is responsible to review all updates and revisions of the Pass-Through Terms. Unless a Third-Party Product is listed in Schedule C and its corresponding Pass-Through Terms set out in an Appendix to Schedule C, then the access and use terms governing such Third-Party Product will be pursuant to a Direct Organization-Third-Party Agreement.
- 2.7 Service Levels.** Subject to the terms and conditions of this Agreement, Harris shall use commercially reasonable efforts to make the Cayenta Services available in accordance with the Service Level Agreement.
- 2.8 Condition Precedent - Statement of Work.** The execution by the parties of a statement of work pursuant to the Professional Services Agreement detailing the Professional Services required to implement the Cayenta Services is a condition precedent to the effectiveness of this Agreement.

Such statement of work shall be entered into no later than contemporaneously with the execution of this Agreement.

- 2.9 Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Harris may monitor Organization's use of the Cayenta Services and collect and compile Aggregated Statistics. All right, title and interest in the Aggregated Statistics, and all intellectual property rights therein belong to and are retained solely by Harris. Organization acknowledges that Harris may compile Aggregated Statistics based on Organization Data input into the Cayenta Services. Organization agrees that Harris may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law provided that such Aggregated Statistics do not identify Organization or Organization's Confidential Information.

2.10 Professional Services.

- (a) Subject to the terms and conditions of this Agreement, Harris shall provide the Professional Services to Organization in accordance with Schedule D
- (b) Harris shall perform the Professional Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. Harris shall determine in its sole discretion the manner and means by which the Professional Services shall be performed. Harris will communicate openly with Customer in its methodology, manner and means.

**ARTICLE III
FEES AND PAYMENT**

3.1 Fees.

- (a) In consideration of receiving the Cayenta Services, Organization agrees to pay to Harris the Fees described in the CS Order, without setoff or deduction. Annual Subscription Fees may increase on an annual basis by the greater of the following: (i) CPI, being the most recently published 12-month rate of change in the OECD Consumer Prices All Items – Total Index for the United States, expressed as a percentage; and (ii) five percent (5%).
- (b) Unless otherwise set out in a CS Order, the Cayenta Services are purchased as subscriptions.
- (c) The Fees are exclusive of taxes. Organization agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on Harris' net income). Organization will provide Tax-Exempt document as appropriate to justify waiver from certain taxes.
- (d) If any Fees remain unpaid for thirty (30) days after the due date set out in an invoice, and in any event within ten (10) days of receiving written notice of outstanding Fees, Harris may assess a finance charge of one and one-half percent (1.5%) per month, or such maximum rate allowed by law, on any outstanding portion of the Fees. In addition, Organization shall be liable for any

expenses reasonably incurred by Harris in collecting amounts owed by Organization under this Agreement.

- (e) If Organization fails to make any payment when due in accordance with a CS Order, then, without limiting Harris' other rights and remedies, Harris may in its sole discretion suspend the Cayenta Services, including all Organization access to the Cayenta Services, pursuant to Section 12.3.

3.2 Audit Rights and Required Records. The Fees will be calculated by the Harris on an annual basis through an automatic audit process. Notwithstanding, Organization agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for period of three (3) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Harris may, at its own expense, on reasonable prior notice, periodically inspect and audit Organization's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Organization has underpaid Harris with respect to any amounts due and payable during the Term, Organization shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 3.1(d). Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of three (3) years after the termination or expiration of this Agreement.

ARTICLE IV TERM

4.1 Term.

(a) **Initial Term.** The initial term of this Agreement will be for a period of ten (10) years commencing on the Effective Date (the "**Initial Term**"), unless terminated in accordance with Article 12.

(b) **Extended Term.** Harris will deliver written notice of its then current Fees at least one twenty (120) days prior to the end of the Initial Term. Customer will provide written notice to Harris at least sixty (60) days prior to the end of the Initial Term if it intends to renew this Agreement for an additional five (5) year period (the "**Renewal Term**").

(c) The Initial Term and Extended Term will together be referred to as the "**Term**".

ARTICLE V USE RESTRICTIONS, AUTHORIZED USER ACCEPTANCE CRITERIA

5.1 Use Restrictions. Organization shall not and shall not permit any other person to access or use the Cayenta Products or Documentation except as expressly permitted by this Agreement and, in the case of Third-Party Products or Third-Party Software, the applicable third-party license agreement, use rights or governing use terms. For purposes of clarity and without limiting the generality of the foregoing, Organization shall not, except as this Agreement expressly permits:

- (a) either directly or indirectly, and will not permit any Authorized User, to modify or create derivative works of the Cayenta Products or Documentation, in whole or in part;
- (b) give away, rent, lease, lend, sell, re-sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the rights granted under this Agreement to access and use the Cayenta Products or the Documentation;
- (c) remove any proprietary notices from the Cayenta Products or Documentation, or use the Cayenta Products or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;
- (d) reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the software components of the Cayenta Products, or attempt to otherwise convert or alter the software components of the Cayenta Products into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction;
- (e) duplicate Documentation, except for Organization's internal use and so long as all required proprietary markings are retained on all duplicated copies;
- (f) use the Cayenta Products other than in accordance with the Documentation, including but not limited to entering Organization Data other than through Harris APIs or Authorized User interface;
- (g) provide access to or use of the Cayenta Products or the Documentation to any third party, other than duly authorized agents or employees of Organization authorized pursuant to this Agreement;
- (h) copy, frame or mirror any part or content of the Cayenta Products;
- (i) access the Cayenta Products in order to: (i) build a competitive product or service; (ii) copy any features, functionality, database, table schemas, Cayenta Products architecture, or graphics of the software components of the Cayenta Products; or (iii) knowingly allow access to any competitor of Harris;
- (j) bypass or breach any security device or protection used by the Cayenta Products or Documentation or access or use the Cayenta Products or Documentation other than by an Authorized User through the use of his or her own then valid access credentials;
- (k) transmit, upload, post, distribute, store or otherwise publish, through use of the Cayenta Products, any data, material or information that: (A) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect Harris systems, or that intercepts or misappropriates any data or information; (B) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (C) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (D) violates any law, statute, ordinance or regulation; or (E) includes unsolicited bulk e-mails, advertisements or solicitations;

- (l) transmit any data to the Cayenta Products that contains software viruses or other harmful or deleterious computer code, files or programs;
- (m) interfere with or disrupt Cayenta Products or networks connected to Cayenta Products or attempt to gain unauthorized access to the Cayenta Products or such services or networks connected to the Cayenta Products;
- (n) use the Cayenta Products to store or transmit any material that is infringing, libelous, an invasion of privacy, obscene, offensive, harmful, illegal or would otherwise violate or infringe the rights of any third party; or
- (o) provide to any third party the results of using the Cayenta Products for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis.

5.2 Authorized User Acceptance Criteria. Harris reserves the right to have additional Authorized User acceptance criteria that may be applied to Authorized Users prior to their ability to have access to the Cayenta Products. Harris shall inform Organization of such criteria, but Harris shall be free to implement such criteria at any time without prior written notice to the Organization and/or to Authorized Users. Where Authorized Users do not accept such and/or agree to such criteria, Harris reserves its rights to not grant to such Authorized Users access to the Cayenta Products. Harris reserves its rights to restrict Authorized User access to the Cayenta Products for any violation of any additional terms and conditions to which such Authorized Users agree to access the Cayenta Products.

ARTICLE VI THIRD-PARTY PRODUCTS

6.1 Availability. Organization acknowledges that in order to provide the Cayenta Products, Harris may be required to purchase, license or subscribe to Third-Party Products. Organization further acknowledges that the availability of such Third-Party Products is based solely on the best information available to Harris and its service providers as of the Effective Date including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third-Party Products are determined by Harris to be unavailable as a result of changes to availability, governmental regulations or other condition or circumstance outside of Harris's control, then (i) Harris shall not be in breach hereof or otherwise liable for any failure or inability to provide the Cayenta Products as a result of such unavailability of any Third-Party Products; and (ii) Harris may in its sole discretion modify, change or replace the applicable Third-Party Products and otherwise attempt to mitigate the impact of the such unavailability of Third-Party Products, subject to Organization's right to terminate set out in Section 12.4.

6.2 Organization Data Storage Location. Organization shall select the regions in which the Organization Data is to be stored, in accordance with the Third-Party Terms applicable to the Third-Party Platform ("**Third-Party Platform Terms**"), a link to which will be provided this Appendix C-1. Local laws will apply to the Organization-selected region of Organization Data storage. To the extent permitted by applicable law and except as described in the Third-Party Platform Terms, Organization Data that the Third-Party Platform processes on Organization and Harris' behalf may be transferred to, and stored and processed, in the United States or any other country in which Third-Party Platform or its service providers maintain facilities. Organization appoints Harris and Third-Party Platform to perform any such transfer of Organization Data to any such country and to

store and process Organization Data to provide the Cayenta Services. Harris shall use commercially reasonable efforts to work with Third-Party Platform personnel to configure the Cayenta Services to store Organization Data on virtual machines using locally-redundant storage.

ARTICLE VII ORGANIZATION RESPONSIBILITIES

- 7.1 Cooperation by Organization.** Organization acknowledges that the success and timeliness related to access to the Cayenta Products and the Support Services, shall require the active participation and collaboration of Organization and its staff and agrees to act reasonably and co-operate fully with Harris as required.
- 7.2 Organization Equipment.** Organization agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications, including web browsers, at Organization's facilities required for Authorized Users to access and use the Cayenta Products. Harris shall not be responsible for the operation of any Internet, network or other communication services. Organization further acknowledges that access to and the operation of the Cloud Services requires Organization's and Authorized Users' hardware to be of sufficient quality, condition and repair, and Organization agrees to ensure that Authorized Users maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of completion of any Support Services.
- 7.3 Passwords.** Organization agrees to comply with all Harris security policies and procedures as provided to it and amended from time to time. Organization and its Authorized Users shall be responsible for keeping secret and confidential any and all passwords and Authorized User IDs assigned to its Authorized Users. Organization agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Organization's or its Authorized Users' passwords and Authorized User IDs, as well as any obligation that may result from such use. Organization agrees to notify Harris in writing if it believes that a password has been stolen or might otherwise be misused. Organization agrees to notify Harris immediately of any unauthorized use of any password or Authorized User ID or any other breach of security suspected by Organization.
- 7.4 Authorized Users.** Organization, not Harris, shall be responsible for creating and maintaining all Authorized User account information and for performing all other system administration functions that are available within the Cayenta Products. Organization is responsible for: (i) the actions of Authorized Users using the Cayenta Products; (ii) ensuring that Authorized Users agree to any further terms and conditions as may be provided by Harris from time to time for Authorized Users; and (iii) informing Harris of any information about Authorized Users' actions that may affect the Cayenta Products, or Third Party-Products contained in or used by the Cayenta Services, or Harris' ability to provide the Cayenta Services as contemplated by this Agreement.
- 7.5 Compliance with Applicable Laws.** Organization represents to Harris that it and its Authorized Users will at all times be in compliance with all applicable local, regulatory, state, provincial, federal and international laws including but not limited to those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, Data Protection Requirements, misuse or failure to protect personal information of any category or definition, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability ("**Applicable**

Laws"). Organization is responsible for obtaining any necessary license or other authorization to export, re-export, or transfer the CS. Organization represents that it, its Authorized Users and CEP Users, and financial institutions used to pay Harris under this Agreement, are not named on any list of prohibited or restricted parties, including but not limited to a U.S. government exclusion list, designated nationals or similar list. Organization further warrants that it shall immediately discontinue use of the CS if Organization or any Authorized User or CEP User is placed on any such list and shall immediately discontinue any use of the Software Services by any customer of Organization that becomes placed on such list.

7.6 Suitability and Required Authorizations. Organization is responsible for determining whether the Cayenta Products are suitable for its purposes, including for its compliance with Applicable Laws. Organization shall determine whether the technical and organizational measures of the Cayenta Products meet Organization's requirements, including Organization's security obligations under Data Protection Requirements. Organization acknowledges and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its personal information as well as the risks to individuals) the security practices and policies implemented by Harris and its service providers provide a level of security appropriate to the risk with respect to its personal information.

7.7 Organization Data Security. Organization acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Organization's and its Authorized Users' and CEP Users' computer systems, networks, as well as Cayenta Services, and any and all information stored therein. Organization will not input or provide such content or Data unless Harris has first agreed in writing to implement additional required security measures. Organization is solely responsible for and maintaining privacy protections and security measures for components that Organization provides or controls, including without limitation, (a) application level privacy and security settings within the Software and (b) ensuring that (c) Organization's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (d) all transmissions are screened for viruses or other harmful code prior to transmission to Cayenta Services; and (e) Organization Data is encrypted, meaning that it is transmitted through secure FTP or other secure transmission mechanism.

ARTICLE VIII SUPPORT SERVICES

8.1 Support Services. Subject to the terms and conditions of this Agreement, Harris shall provide the Support Services in accordance with Schedule A.

8.2 Manner of Performance. Harris shall perform the Support Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. Harris shall determine in its sole discretion the manner and means by which the Support Services shall be performed, with due consideration of adequate knowledge transfer to Organization personnel. Harris will communicate openly with Organization in its methodology, manner and means.

ARTICLE IX REPRESENTATIONS AND WARRANTIES

9.1 Harris Warranty. Harris represents and warrants that the Cayenta Products will conform in all material respects with the Documentation when accessed and used in accordance with the

Documentation and with the terms of this Agreement. The foregoing limited warranty will not apply if there has been modification, or use of the Cayenta Products with software or hardware not provided or recommended by Harris. Organization's sole remedy in the event the Cayenta Products do not conform to the foregoing limited warranty is for Harris to use commercially reasonable efforts to correct such non-conformance.

9.2 Authority to Contract Warranty. Each party represents to the other and affirms that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform its obligations under this Agreement.

9.3 Warranty Disclaimer

- (a) **EXCEPT TO THE EXTENT SET OUT IN THE SERVICE LEVEL AGREEMENT AND IN SECTION 9.1 ABOVE, ORGANIZATION ACCEPTS THE CAYENTA PRODUCTS, THE DOCUMENTATION, AND THE SUPPORT SERVICES "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (I) HARRIS DOES NOT REPRESENT OR WARRANT THAT THE CAYENTA PRODUCTS WILL PERFORM WITHOUT INTERRUPTION OR ERROR; (II) HARRIS MAKES NO WARRANTY OF ANY KIND THAT THE PROTECTED IP OR THE CAYENTA PRODUCTS WILL MEET ORGANIZATION'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE; AND (III) HARRIS DOES NOT REPRESENT OR WARRANT THAT THE CAYENTA PRODUCTS ARE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT ORGANIZATION DATA WILL REMAIN PRIVATE OR SECURE.**
- (b) **WITHOUT LIMITING THE FOREGOING, HARRIS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD-PARTY PRODUCTS, THE THIRD-PARTY PLATFORM, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF ORGANIZATION'S DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.**
- (c) **HARRIS DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. HARRIS SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF ORGANIZATION'S OR ITS AUTHORIZED USERS' CONNECTION TO OR USE OF THE INTERNET, AND HARRIS SHALL NOT BE RESPONSIBLE FOR ANY USE BY ORGANIZATION OR ANY AUTHORIZED USER OF ORGANIZATION'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.**

- (d) NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF HARRIS.

**ARTICLE X
LIMITATIONS ON LIABILITY**

10.1 Limitations on Liability

- (a) TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, ORGANIZATION AGREES THAT THE ENTIRE LIABILITY OF HARRIS AND THAT OF ITS SERVICE PROVIDERS, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS AND ORGANIZATION'S EXCLUSIVE REMEDY WITH RESPECT TO: (I) A SERVICE LEVEL FAILURE IS THE SERVICE LEVEL CREDIT SET OUT IN THE SLA; AND (II) ANY OTHER ASPECT OF THE CAYENTA SERVICES, THE SOFTWARE, THE THIRD-PARTY PRODUCTS, THE SUPPORT SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY HARRIS OR BY ITS AFFILIATES OR SERVICE PROVIDERS IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT AND PROVEN DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE THE FOLLOWING: (I) WITH RESPECT TO THE CAYENTA SERVICES, AN AMOUNT THAT IS EQUAL TO THE ANNUAL SUBSCRIPTION FEES BY ORGANIZATION TO HARRIS IN THE TWELVE MONTH PERIOD PRECEDING THE DATE OF THE CLAIM; AND (III) WITH RESPECT TO PROFESSIONAL SERVICES, AN AMOUNT THAT IS EQUAL TO THE PROFESSIONAL SERVICES FEES PAID TO SMARTWORKS BY CUSTOMER UNDER THE STATEMENT OF WORK GIVING RISE TO THE CLAIM.
- (b) ORGANIZATION FURTHER AGREES THAT IN NO EVENT SHALL HARRIS, ITS SERVICE PROVIDERS, OR ITS AFFILIATES OR EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOST OR DAMAGED DATA, LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.
- (c) THE LIMITATIONS SET FORTH IN SECTION 10.1(A) SHALL NOT APPLY TO: (I) HARRIS' OBLIGATION TO DEFEND OR INDEMNIFY CUSTOMER PURSUANT TO ARTICLE XVII (*INTELLECTUAL PROPERTY INFRINGEMENT AND INDEMNITY*); (II) GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUDULENT CONDUCT; OR (III) DAMAGES ARISING FROM HARRIS' FAILURE TO COMPLY WITH ITS OBLIGATIONS TO MAINTAIN THE CONFIDENTIALITY OF ORGANIZATION CONFIDENTIAL INFORMATION AS SET FORTH IN SECTION 15.2 (*ORGANIZATION CONFIDENTIAL*

INFORMATION).

Article XI CHANGES

11.1 Changes. Harris may, in its sole discretion, make changes to the Cayenta Products, and the Documentation and use of Third-Party Products that it deems necessary or useful to:

- (a) maintain or enhance: (i) the quality or delivery of the Cayenta Products to its customers; (ii) the competitive strength of or market for the Cayenta Products; or (iii) the Cayenta Products' cost efficiency or performance; or
- (b) to comply with applicable law.

Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the Cayenta Services. The parties will cooperate in good faith to execute Change Orders in respect of requested changes, and will not unreasonably withhold review or approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall change implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing any associated Professional Services). Any disputes regarding such changes shall be handled initially by discussions between the parties which will be convened in good faith to resolve matters in dispute.

ARTICLE XII SUSPENSION AND TERMINATION

12.1 Suspension. Notwithstanding anything to the contrary in this Agreement, Harris may temporarily suspend Organization's and any Authorized User's access to any portion of or to all of the Cayenta Products if (a) Harris reasonably determines that (i) there is a threat or attack on any of the Protected IP; (ii) Organization's or any User's use of the Protected IP disrupts or poses a security risk to the Protected IP or to any other customer or vendor of Harris (whether knowingly or unknowingly); (iii) the Organization's use of the Cayenta Products could subject Harris, its service providers or their respective affiliates to liability; (iv) Organization, or any User, is using the Cayenta Products for fraudulent or illegal activities; (v) Organization or any User is in breach of this Agreement; or (vi) Harris' provision of the Cayenta Services to Organization or any User is prohibited by applicable law; (b) any vendor of Harris has suspended or terminated Harris' access to or use of any Third-Party Products required to enable Organization to access the Cayenta Services; or (c) in accordance with Section 12.3 for failure to pay. Any suspension described in subclause (a), (b), or (c), is referred to as a "**Service Suspension**". Harris shall use commercially reasonable efforts to provide written notice of any Service Suspension to Organization and to provide updates regarding resumption of access to the Cayenta Products following any Service Suspension. Harris shall use commercially reasonable efforts to resume providing access to the Cayenta Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Harris will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Organization may incur as a result of a Service Suspension. Concurrently with a Service Suspension, Harris may deliver a Default Notice

and terminate this Agreement in accordance with Section 12.2 below if the event giving rise to the Service Suspension is not cured. Organization remains responsible for all Fees incurred during a Service Suspension.

- 12.2 Termination for Material Breach.** If either party believes that the other party is in material breach of any provision of this Agreement, then such party shall deliver written notice to the other detailing the alleged breach (a “**Default Notice**”). Upon receipt of a Default Notice, the receiving party must either: (i) correct the detailed breach within ninety (90) days at no cost to the other party; or (ii) issue a written notice of its own disputing the alleged breach within thirty (30) days of receipt of the Default Notice. If the notified party fails to either: (i) correct the alleged breach within ninety (90) days of receipt of the Default Notice; or (ii) issue a notice disputing the alleged breach within thirty (30) days of the Default Notice, the other party may terminate this Agreement upon written notice to the other party to that effect.
- 12.3 Termination for Failure to Pay.** If Organization has failed to pay any amounts when due under this Agreement, and such failure has continued for fifteen (15) days or more, Harris shall have the right to (a) suspend performance of the Cayenta Services (including Organization access to the Cayenta Services) and access to and use of the Software until all amounts are paid in full; and/or (b) terminate this Agreement effective immediately upon written notice to Organization to that effect.
- 12.4 Termination for Breach of Confidentiality.** Harris may terminate this Agreement effective immediately upon written notice to Organization if Organization has breached its obligations of confidentiality or any obligation regarding intellectual property or proprietary rights of Harris.
- 12.5 Termination for Insolvency.** Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.
- 12.6 Third-Party Products Changes.** If any modification, change or replacement of the original Third-Party Products includes a material price increase with respect to the Cayenta Services enabled by such Third-Party Products or impairs Organization’s ability to utilize the Cayenta Services in substantially the same manner as it was utilized prior to the modification, change or replacement, Organization may terminate this Agreement by providing written notice to Harris at least ninety (90) days prior to the end of the then current Term.
- 12.7 Termination if Required by Applicable Law.** Harris may, upon written notice to Organization, terminate this Agreement effective immediately if required by applicable law.
- 12.8 Force Majeure.** Either party may terminate this Agreement on ten (10) days written notice if a Force Majeure Event (as defined in Section 18.16 continues for more than one hundred and twenty (120) days.

ARTICLE XIII

EFFECTS OF TERMINATION

13.1 Effects of Termination. In the event of termination or expiration of this Agreement:

- (a) All rights granted to Organization in this Agreement shall immediately terminate and Harris will immediately cease to perform or provide the Cayenta Services and/or access to and use of the Software.
- (b) Organization will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Harris (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).
- (c) Organization shall return to Harris, or at Harris' option, purge or destroy all copies of any Confidential Information of Harris in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Organization confirming same within thirty (30) days.
- (d) Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (e) Except in the case of termination by Organization pursuant to Section 12.1, any cancellation and/or termination of this Agreement prior to the end of the Initial Term shall result in the following: an acceleration of all Fees due for each year of the Initial Term not already invoiced and/or paid, which amount will be due immediately.
- (f) Conditional upon Organization's payment of all Fees that are due to Harris, Harris will furnish the Organization with a copy of the Organization Data. Upon receipt of notice from Organization confirming receipt of the Organization Data, Harris shall destroy all copies of the Organization Data and delete all Organization Data on the database and an officer of Harris shall certify the destruction and deletion to the Organization. Subject to any legal requirement that Harris must retain a copy of the Organization Data, Harris shall not delete the Organization Data for ninety (90) days from the date of termination except: (i) where Harris has provided the Organization Data to Organization pursuant to this Subsection; or (ii) where it has received written instructions from Organization to delete the Organization Data. Following ninety (90) days from the date of termination, if Organization has not communicated with Harris regarding the Organization Data, Harris shall have the right to delete all Organization Data at any time as either required by law or as determined by Harris in its sole discretion. Notwithstanding the foregoing, Harris shall be permitted to delete all Organization Data without providing notification to Organization and Harris shall not be required to adhere to the time frames detailed above where Harris is required by law to delete such Organization Data.

**ARTICLE XIV
OWNERSHIP**

- 14.1 By Harris.** Harris, its service providers, and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Cayenta Services and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Organization shall acquire no right whatsoever to all or any part of the Cayenta Services, or to its underlying software, except the limited right to access and use the Cayenta Services in accordance with the terms of this Agreement and Harris and its licensors reserve all rights not expressly granted to Organization.

Organization must fully reproduce any copyright or other notice marked on any part of the Documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Organization hereby grants to Harris a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Cayenta Services, and into its underlying software, any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Organization relating to the operation of the Cayenta Services.

14.2 Organization Data. As between Harris and Organization, all Organization Data will remain the sole and exclusive property of Organization. Organization is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Organization Data. Subject to the terms and conditions of this Agreement, Organization grants to Harris a worldwide, non-exclusive, royalty-free license to access the Organization Data for the purpose of performing the Cayenta Services. Access to the Organization Data shall only be by Harris' employees, agents, Affiliates and subcontractors who may require access from time to time for the Cayenta Services. Except as specified in this Agreement, Harris may not access the Organization Data for any other purpose without the express written consent of Organization. Access to Organization Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.

Organization grants to Harris a worldwide, perpetual, royalty-free license to create monthly audit reports in respect of the Fees and Organization-requested derivative works from the Organization Data use, including all reports, statistics or analyses created or derived therefrom. Additionally, Organization grants Harris the right to perform statistical analysis of the Organization Data to provide feedback to Organization concerning its use of the Cayenta Services.

14.3 Organization Data and Privacy Policy of Organization. Organization represents and affirms to Harris that:

- (a) Organization Data that is either provided to or acquired by Harris from Organization is either owned exclusively by Organization and/or that the Organization has full right and title to provide the Organization Data to Harris;
- (b) Organization Data that is either provided to or acquired by Harris is subject to an Organization privacy policy in effect as of the Effective Date and Organization's customers have provided to Organization their written consent for its collection, use and storage by Harris and by its service providers of the Third-Party Products in any jurisdiction in North America or such other express authorization as required by Applicable Laws;
- (c) Organization complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Organization Data collected, used, transferred, created or disclosed pursuant to this Agreement; and
- (d) Organization will not provide Harris with data of any kind for which Harris either has no need or does not have the right to collect, use and store under the terms of this Agreement.

ARTICLE XV CONFIDENTIAL INFORMATION AND ORGANIZATION CONFIDENTIAL INFORMATION

15.1 Confidential Information. Organization agrees:

- (a) to keep confidential any and all Confidential Information with respect to Harris which it has received or may in the future receive in connection with this Agreement and to take all reasonable steps, which shall be no less than those steps it takes to protect its own

confidential and proprietary information, to protect the Confidential Information of Harris from unauthorized use, disclosure, copying or publication;

- (b) not to use the Confidential Information of Harris other than in the course of exercising its rights or performing its obligations under this Agreement;
- (c) not to disclose or release such Confidential Information except to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that Customer shall first give reasonable notice to Harris prior to such disclosure so that it may obtain a protective order or equivalent and provided that the Customer shall comply with any such protective order or equivalent;
- (d) not to disclose or release such Confidential Information to any third person without the prior written consent of Harris, except for authorized employees or agents of Customer who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of Harris' Confidential Information as this Agreement; and
- (e) to take such actions as may be reasonably necessary to enforce its agreements with its employees and agents, including commencing legal proceedings.

15.2 Organization Confidential Information. Harris agrees:

- (a) to keep confidential any Organization Confidential Information which it may receive in connection with this Agreement and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Organization Confidential Information from unauthorized use, disclosure, copying or publication;
- (b) not to use the Organization Confidential Information other than in the course of exercising its rights or performing its obligations under this Agreement;
- (c) not to disclose or release Organization Confidential Information except to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that Harris shall first give reasonable notice to Organization prior to such disclosure so that it may obtain a protective order or equivalent; and
- (d) not to disclose or release Organization Confidential Information to any third person without the prior written consent of Organization, except for authorized employees or agents of Harris who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of Organization Confidential Information as this Agreement.

**ARTICLE XVI
ORGANIZATION DATA**

16.1 Organization Data and Privacy Policy of Organization. Organization represents and warrants to Harris that:

- (a) Organization Data that is either provided to or acquired by Harris from Organization is either owned exclusively by Organization and/or that the Organization has full right and title to provide the Organization Data to Harris;
- (b) Organization Data that is either provided to or acquired by Harris is subject to an Organization privacy policy in effect as of the Effective Date and Payers have provided to Organization their written consent for its collection, use and storage by Harris and its third-party service providers in any jurisdiction in North America or such other express authorization as required by Applicable Laws;
- (c) Organization complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Organization Data collected, used, transferred, created or disclosed pursuant to this Agreement; and
- (d) Organization will not provide Harris with data of any kind which Harris does not require or that which Harris does not have the right to collect, use and store under the terms of this Agreement.

16.2 Business Contact Information. Harris' third-party service providers and its affiliates, and their contractors and sub-processors, may, wherever they do business, store and otherwise process business contact information of Organization and its Users, being primarily name, business telephone, address, email, and User IDs for business dealings. Where notice to or consent by individuals is required by applicable law for such storage or processing, Organization will deliver the required notices and obtain the required consents.

16.3 Requests for Organization Data Pursuant to Applicable Laws. Both parties agree that the Organization Data may be subject to privacy laws providing for the owners of the Organization Data to review such Organization Data or to challenge the collection and storage of the Organization Data. Organization shall indemnify and reimburse Harris in relation to all reasonable fees and other disbursements paid by Harris to comply with such requests, whether by an individual or a government body, or to challenge such requests at either Harris's or Organization's request. Organization represents and warrants to Harris that as of the Effective Date no individual, government body or third party has requested a review of the Organization Data or challenged the collection and storage of the Organization Data to be stored by Organization through the Cayenta Services.

16.4 Organization Indemnification. Organization is solely responsible for its Organization Data, its use, and its Authorized User's use, of the Cayenta Services in any way, and all legal liability arising out of or relating thereto. Organization shall defend, indemnify and hold Harris, its Affiliates and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "**Indemnities**") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings ("**Losses**") arising out of or in connection with (i) the use of the Cayenta Services by Organization but not limited to any third-party claims that the inclusion, use, reference, incorporation of or linking to any third-party materials of the Organization Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

ARTICLE XVII INTELLECTUAL PROPERTY INFRINGEMENT AND INDEMNITY

17.1 Infringement Claims. In the event there is a third party claim against Organization alleging that Organization's use of the Software in accordance with this Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in Organization's jurisdiction (an "**IP Claim**"), or if Harris reasonably believes that an IP Claim is likely, Harris may stop delivery of such portion of the Software without liability for failure to deliver it. Harris will have the right, at its sole option, to obtain the right for Organization to continue use of the Software, or to replace or modify the affected portion of the Software so that it is no longer alleged or believed to infringe, provided that this can be done without significant loss of functionality. If neither of the foregoing options is available to Harris on commercially reasonable terms, Harris may terminate Organization's use of the Cayenta Services. Harris will provide Organization with reasonable written notice of such third-party claim.

17.2 Intellectual Property Indemnity.

- (a) In the event of an IP Claim, Harris shall, at its expense, defend and indemnify Organization and pay any amounts finally awarded by a court of competent jurisdiction or agreed to in a settlement approved by Harris in advance, provided that: (i) Organization gives Harris prompt written notice of any such IP Claim and full opportunity to defend the same; (ii) Organization has not made any admissions or entered into any settlement negotiations either prior to or after providing notice to Harris of the applicable IP Claim except with Harris' prior written consent, (iii) Harris has sole control of the defense of any IP Claim and associated proceedings and all negotiations for its compromise or settlement; and (iv) Organization assists and provides information to Harris throughout the IP Claim and associated proceeding.
- (b) Harris' liability for any IP Claim under this Section 17.2 shall be reduced to the extent such IP Claim arises from: (i) combination, integration or use of the Cayenta Services with software, or other services not approved by Harris where such IP Claim would not have arisen but for such combination, integration or use; (ii) use of the Cayenta Services other than in compliance with this Agreement; or (iii) use of the Cayenta Services after notice from Harris that Organization should cease use due to possible infringement.
- (c) Any breach by Organization of its covenants under this Section 17.2 shall nullify this indemnity but not the sole right of Harris to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the Organization's use of the Software is finally held to be infringing or Harris deems that it may be held to be infringing, Organization agrees that the only remedies available to it are as follows: (i) Harris, may at its election, procure for the Organization the right to continue use of the Software; (ii) Harris may, at its election, modify or replace the Software so that it becomes non-infringing; or (iii) Organization may terminate this Agreement on written notice to Harris if neither (i) or (ii) are acceptable to Organization.
- (d) The foregoing states Harris' entire liability, and the Organization's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other intellectual property and property interest rights relating to the Software, or any part thereof or use thereof.
- (e) The indemnity provisions of this Section 17.2 shall not apply to any Third-Party Products and the Organization agrees to release Harris from any obligations related to such Third-Party Products.

17.3 THE RIGHTS AND REMEDIES PROVIDED IN THIS ARTICLE XVII CONSTITUTE HARRIS' ENTIRE OBLIGATION AND ORGANIZATION'S SOLE AND EXCLUSIVE REMEDIES CONCERNING

INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT OR MISAPPROPRIATION BY THE CAYENTA SERVICES OR BY ANY OF ITS SOFTWARE PRODUCTS OR OTHER COMPONENTS.

**ARTICLE XVIII
GENERAL**

- 18.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the federal laws of the United States and the State laws of the State of North Carolina, as applicable. This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. Organization and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.
- 18.2 Mediation.** Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notified the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section 18.2 shall inhibit a party's right to seek injunctive relief at any time.
- 18.3 Notice.** Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered either personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

N. HARRIS COMPUTER CORPORATION

1 Antares Drive

Suite 400

Ottawa ON, K2E 8C4

Attention: GENERAL COUNSEL

Telephone: (613) 226-5511 X2065

With a copy to:

CAYENTA
201-4200 North Fraser Way
Burnaby, British Columbia V5j 5k7
Attention: EXECUTIVE VICE PRESIDENT
Telephone: (866) 229-3682
Facsimile: (604) 291-0742

and in the case of the Organization, to:

City Of High Point
211 South Hamilton Street
High Point, NC 27261

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this section.

- 18.4 Currency.** Unless otherwise indicated, all dollar amounts referred to in this Agreement are in the lawful money of the United States of America.
- 18.5 Use of Name.** Organization agrees to the following promotional activities in relation to its use of the Cayenta Services: (i) Organization permits Harris to issue a mutually agreed upon press release announcing Organization's use of the Cayenta Services; and (ii) Organization grants Harris the right to reasonably include Organization's name and logo in published lists referencing Organizations of the Cayenta Services. Organization may unilaterally withdraw its consent to the above promotional activities at any time by providing written notice to Harris of said revocation.
- 18.6 Entire Agreement.** This Agreement together with the attached Schedules and CS Orders constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, understandings, arrangements, and communications between the parties, both written and oral, relating to the subject matter hereof. No terms and conditions in any Organization orders, or in any other documentation employed by or on behalf of Organization in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written amendment signed by an authorized representative of each of the parties.
- 18.7 Paramountcy.** In the case of a conflict between a general term or condition in the main body of this Agreement and a specific term or condition in a Schedule or CS Order, the general term or condition in the main body will prevail.
- 18.8 Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no

waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

- 18.9 Disclosure.** Organization authorizes Harris to disclose the fact that Organization is a customer of Harris and uses the Cayenta Services.
- 18.10 Assignment.** Organization may not assign any of its rights or duties under this Agreement without the prior written consent of Harris, such consent not to be unreasonably withheld. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Organization (regardless of whether Organization is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Harris' prior written consent is required. No assignment, delegation, or transfer will relieve Organization of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 19 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.
- 18.11 Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.
- 18.12 Allocation of Risk.** Organization acknowledges and agrees that the Harris warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between Harris and Organization and set forth an allocation of risk reflected in the fees and payments due hereunder.
- 18.13 Relationship.** The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.
- 18.14 Equitable Relief.** Organization acknowledges and agrees that it would be difficult to compute the monetary loss to Harris arising from a breach or threatened breach of this Agreement by Organization and that, accordingly, Harris will be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Organization.
- 18.15 Export Regulation.** The Cayenta Services utilize software and technology that may be subject to the export control laws of Canada and the United States, including, but not limited to the US Export Administration Act and its associated regulations. Organization shall not, directly or indirectly, export, re-export, or release the Cayenta Services or the underlying software or technology to, or make the Cayenta Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. If Organization wishes to access the Cayenta Services from outside Canada, it must first obtain Harris's written consent and thereafter comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or

otherwise making the Cayenta Services or the underlying software or technology available outside Canada.

- 18.16 Force Majeure.** No default, delay or failure to perform on the part of Harris shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control ("**Force Majeure Event**"). A Force Majeure Event includes, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, floods, acts of any governmental body, acts of God or the public enemy or default of a common carrier, unavailability of Third Party Products or other disasters or events.
- 18.17 Survival.** Notwithstanding the end of the Term or termination of this Agreement (each a "**Termination Event**"): (i) the obligations and liabilities of the parties incurred or accrued prior to or at any Termination Event and all rights and recourses of a party in respect of such obligations and liabilities shall survive such Termination Event; and (ii) those provisions of this Agreement that expressly survive any Termination Event shall continue as provided for.
- 18.18 Counterparts.** This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

Acknowledged and Accepted

IN WITNESS WHEREOF the parties hereto have duly executed this Cayenta Services Subscription Agreement to be effective as of the date first written above

N. Harris Computer Corporation

City of High Point

Signature

Signature

Name

Name

Title

Title

Date

Date

SCHEDULE A

SUPPORT SERVICES

1.1 Definitions.

- (a) "**Business Day(s)**" means any day other than a Saturday, a Sunday or a day on which financial institutions in Canada are authorized to close.
- (b) "**Error**" means any reproducible failure of the Cayenta Services to operate in all material respects in accordance with the Documentation.
- (c) "**Harris Site**" means tickets.cayenta.com, or any successor address provided by Harris.
- (d) "**Out-of-Scope Services**" means any of the following: (i) any of the services set forth in Appendix A-1 of this Schedule A, and any other services that Organization and Harris may from time to time agree in writing are not included in the Support Services; (b) any services requested by Organization and performed by Harris in connection with any apparent Error that Harris has reasonably determined to have been caused by a Customer Cause; and (c) any second line support requested by Organization and provided by an individual requested by Organization whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request.
- (e) "**Severity 1**" has the meaning set forth in Section 3.5.
- (f) "**Severity 2**" has the meaning set forth in Section 3.5.
- (g) "**Severity 3**" has the meaning set forth in Section 3.5.
- (h) "**Support Hours**" means those hours between 9:00 AM and 5:00 PM Mountain Time on Business Days.
- (i) "**Support Request**" has the meaning given to it in Section 3.1.
- (j) "**Third-Party Products**" has the meaning to it given by the main body of this Agreement, and for the purposes of this Schedule A, includes all third-party software (including all open source products), computer hardware, network hardware, electrical, telephone, wiring and all related accessories, products, parts and devices, which includes but is not limited to that of Organization.
- (k) "**Third-Party SLA**" means the service level agreements applicable to Third-Party Products.

2.1 **Provision of Support Services.** Harris shall provide the Support Services during the Support Hours throughout the Term in accordance with the terms and conditions of this Schedule A.

3.1 **Support Services Responsibilities**

Harris shall:

- (a) Provide first line support, the objective of which is to view or replicate the Error, provided however, that Organization must have reviewed technical support bulletins and other

Authorized User support information and forums ("**Support Resources**") prior to initiating a Support Request;

- (b) Provide second line Support as required;
- (c) Provide Organization with online Support Resources to the full extent Harris makes such Support Resources available to its other customers;
- (d) Provide to Organization such other services may be reasonably required to correct an Error or otherwise fulfill its obligations under this Schedule A, including defect repair, programming corrections and remedial programming;
- (e) Keep Designated Representative informed of Error correction patches, fixes, workaround or software code solutions (collectively or singularly "**Fixes**") as they become available in order to schedule implementation of such corrections; and
- (f) Provide a release note supplement to the Documentation as soon as reasonably practicable after Fixes have been implemented.

3.2 **Support Requests**

If, after reviewing Support Resources, Organization has not corrected an Error, Organization may request Support Services by way of a Support Request. Organization shall classify its requests for Error corrections in accordance with the severity level numbers and definitions set forth below and shall submit its request through the Harris support portal located on the Harris Site, or such other means as the parties may agree to in writing (each a "**Support Request**").

- (a) Your Support Request must contain at a minimum: City name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description, including screenshots of steps, of your question or issue, relevant logs demonstrating the issue, and any other information you believe pertinent.
- (b) Our support system or one of our support analysts will provide you with a call ID to track your issue and your call will be logged into our support tracking database.
- (c) Your Support Request will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- (d) As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for Resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- (e) All correspondence and actions associated with your Support Request will be tracked in our support database. At any time, if available to you, you may log onto our website to see the status of your Support Request.
- (f) Once the Error that is the subject of your Support Request has been Resolved, you will receive an automated notification by email that your Support Request has been closed. This email will contain the entire event history of the Support Request from the time the Support Request was

created and leading up to the Resolution of the Error. You also have the option of viewing both your open and closed Support Requests via our website.

- (g) If your issue needs to be escalated to a development resource or programmer for Resolution, your issue will be logged into our development tracking database and you will be provided with a separate ID number to track the progress of the issue. The ID number will remain open until your issue has been completely Resolved. Issues escalated to development will be scheduled for Resolution and may not be Resolved immediately depending on the nature and complexity of the issue.
- (h) Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.
- (i) Automated closing of issues: The Organization will be consulted before closing a support issue whenever possible. However, if a ticket is in a customer-action status (ex: "Waiting on Customer") it may be closed after two weeks of inaction after reasonable attempt by Support to obtain an update. A closed ticket may be re-opened at any time.
- (j) The online ticket system, currently TeamSupport, is intended for active support issues. Any placeholder or project management type issues (issues not intended for immediate to short term action) will be handled outside of the online ticket system.

3.3 **Severity Levels**

In order to assign resources to Support Requests as effectively as possible, Harris has identified three Error severities – Severity 1, Severity 2 and Severity 3. A Severity 1 Error is classified as Critical, Severity 2 is classified as a High, and Severity 3 is classified as Medium/Low. The criteria used to establish guidelines for Support Request are as follows:

(a) **Severity 1 – Critical**

- System Down (users have no access to Cayenta production environment)
- Inability to process bills/invoices
- Program errors without workarounds impacting critical processes
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes
- Data Security issues
- Issues causing critical integrations to completely fail
- Applying application patches for critical issues with the application, that do not have a workaround

Note: the existence of a reasonable work-around precludes a Severity 1 or Severity 2 issue in most cases.

(b) **Severity 2 – High**

- System errors without manageable workarounds
- Core report calculation issues
- Calculation errors affecting a minority of records
- Error messages preventing data integration and update

- Issues causing non-critical integrations to fail completely
- Performance issues of severe nature not impacting critical processes
- Applying high priority patches for issues without manageable workarounds

(c) **Severity 3 – Medium/Low**

- System errors that have manageable workarounds
- Performance issues not affecting critical processes
- Usability issues
- Core report formatting issues
- Training questions
- Aesthetic issues
- Requests/recommendations for enhancements on system changes
- Questions on documentation
- Applying medium/low priority patches

3.3 **Response Times**

Response times will vary and are dependent on the severity of the Error described in the Support Request. Harris endeavors to deal with Support Requests in the order that they are received, however Support Requests may be escalated based on the urgency of the issue reported. Harris response time guidelines are as follows:

- (a) **Severity 1 – Critical: 1 - 4 hours**
- (b) **Severity 2 – High: 1 - 8 hours**
- (c) **Severity 3 – Medium/Low: 1 - 24 hours**

3.4 **Resolution**

- (a) Response times and Resolution will be measured from the time Harris receives a Support Request until the respective times Harris has: (i) responded to that Support Request, in the case of response time; and (ii) Resolved that Support Request. **"Resolve"**, **"Resolved"**, **"Resolution"** and correlative capitalized terms mean, with respect to any particular Support Request, that Harris has corrected the Error that prompted that Support Request. Harris shall respond to and Resolve Support Requests based on Organization's designation of the severity of the associated Error, subject to Harris's right to revise such designation after Harris' investigation of the reported Error and consultation with Organization; and
- (b) Harris shall Resolve the Support Request within a commercially reasonable period of time following the diagnosis of the Error. In the case of Errors designated by Organization as Severity Levels 1 or 2 (Critical or Urgent, respectively), if the Harris Resolves the Support Request by way of acceptable work-around, the Error will be reduced to a Severity Level of 3.

3.5 **Designated Representative**

Organization shall designate the individual(s) who will act as a direct liaison with Harris and be responsible for communicating with, and providing timely and accurate information and feedback to Harris in connection with the Support Services (each such individual, a **"Designated Representative"**). The

Designated Representative(s) will be the sole liaison(s) between Organization and Harris in sending Support Requests and communicating with Harris in connection with any matters relating to the provision of the Support Services.

3.6 **Escalation Process**

Our escalation process is described below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

- Level 1:** Contact the support representative working on your issue
- Level 2:** Contact the support supervisor or group lead
- Level 3:** Contact the director of support
- Level 4:** Contact the department vice president

3.7 **Holiday Schedule**

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

- New Year's Eve:** Early Closure
- New Year's Day:** Closed
- Labor Day:** Closed
- Christmas Eve:** Early Closure
- Christmas Day:** Closed

3.8 **Out-of-Scope Services**

Organization may request Out-of-Scope Services through a Change Order, in accordance with the terms and conditions of this Schedule A. For clarity, Professional Services are **not** Out-Of-Scope Services (as defined above) and will not under any circumstances be the subject of a Change Order under this Agreement. Professional Services are governed by the Professional Services Agreement exclusively and must be agreed upon and delivered exclusively through a Statement of Work issued pursuant to the Professional Services Agreement and not through a Change Order issued pursuant to the Main Agreement or this Schedule A.

If Harris spends more than four (4) hours to determine the cause of an issue and Harris determines, acting reasonably, that the issue is the result of: a failure of the Customer to perform a Customer responsibility set out in this the Schedule A, any of Customer's software, hardware, system, changes to any customer components (software, hardware, system or configurations), or other resources identified in this Schedule A, then Customer shall pay Harris for its services based on Harris' then current fees on a time and materials basis.

3.9 **Out-of-Scope Services Fees**

In consideration of Harris's performance of any Out-of-Scope Services, Organization shall pay Harris for such Out-of-Scope Services at Harris's then current fees, in accordance with the terms and conditions of this Agreement and the applicable Change Order. Harris may revise its fee structure for Out-of-Scope Services effective on any anniversary of the Effective Date, provided that Harris shall give Organization at least ninety days' prior written notice of any such revision.

3.10 **Test Databases & Environments**

We support customers in the maintenance of independent test environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of test databases and application instances is a billable service, quotations and incremental maintenance rates will be provided on request.

3.11 **Harris Updates**

Within a reasonable time of Error diagnosis, Harris may give Organization electronic updates of the nature and status of its efforts to correct an Error, including, if possible, a description of the Error and estimated time to reach Resolution.

3.12 **Remote Support Services**

- (a) Harris may provide Support Services to Organization remotely, including by means of telephone or internet telephony, or over the internet through the use of Remote Access Software ("**Remote Support Services**") to assist in maintaining the systems and analyzing and Resolving any Error reported by a Support Request during the Support Period. Organization shall give Harris permission to use remote access software necessary for Harris to provide the Remote Support Services to Organization ("**Remote Access Software**"). The Remote Access Software contains technological measures designed to collect and transmit to Harris certain diagnostic, technical, usage and related information relating to or derived from Organization's use of the Cayenta Services and Third-Party Products. The parties acknowledge and agree that Harris and its agents, Affiliates or subcontractors may collect, maintain, process and use: (i) only such information as is necessary to assist in analyzing and Resolving a Support Request; and (ii) use such information solely to provide the Support Services in accordance with the terms and conditions of Schedule A.

APPENDIX A-1 TO SCHEDULE A

OUT-OF-SCOPE SERVICES

1. **“Out-Of-Scope Services”** means the any of the following services:
 - User Training – new employees who need full training or training on new features
 - Troubleshooting and analysis that ought to have been performed and are capable of being performed by Customer through reference to Documentation or on which the Customer has been trained
 - Services performed at the Customer’s site
 - Request to add/change business process configuration for new or changing requirements
 - Training/Q&A unrelated to system errors
 - Data migrations / global modification to setup table data
 - Recovering/Rebuilding data resulting from client error
 - Services associated with configuring, testing and deploying an update or upgrade in any of Organization’s systems.
 - Any other excluded Support Services as Harris may determine from time to time.
 - Creation/re-design/changes to Custom Forms (including bill print, notices, letters, check prints), Custom Reports, Custom Interfaces (including file imports/exports) and Custom Integrations
 - Reconfiguration of file servers
 - Setup of new printers, printer setup changes
 - Changes to software not included in support for versions of the Software, Cayenta Perpetual
 - Assistance for issues in Software, and Cayenta Subscription Based Software that are more than thirty-six (36) months old (or that are not the most recent version if older than 36 months).
 - Re-establishment of ODBC connection if connection was lost due to actions of Customer
 - ODBC connection to other third party products
 - Services related to Azure integration performed at the Organization’s site.

Schedule B
Service Level Agreement
[RESERVED]

SCHEDULE C

PASS-THROUGH TERMS

[RESERVED]

SCHEDULE D

STATEMENT OF WORK

STATEMENT OF WORK

Between



City of High Point
211 South Hamilton
High Point, North Carolina 27261
USA

And



Cayenta, A Division of
N. Harris Computer Corporation
8333 Eastlake Drive, Suite 101
Burnaby, BC V5A 4W2
Canada

For

AMI Integration

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The purpose of this Statement of Work is to set forth in detail the Software and Services deliverables to be provided by HARRIS, the milestones, schedule and acceptance criteria for such deliverables, the process for changes in scope and the respective responsibilities of HARRIS and CLIENT in connection with this Statement of Work. HARRIS will be the Prime Contractor for all application software and Services being provided under the Contract with CLIENT.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Statement of Work on the Effective Date:

City of High Point, North Carolina

**CAYENTA, a division of N. Harris
Computer Corporation**

Name:

(Signature)

Name:

(Signature)

Name:

(Print)

Name:

(Print)

Title:

Title:

Date:

Date:

Executive Summary & Overview

The City of High Point (CLIENT) is embarking on an integration of Cayenta CIS with the SmartWorks Compass and Tantalus AMI systems. Under the direction of the CLIENT Project Owner, the CLIENT Project Manager will drive and oversee the project in coordination with the HARRIS Project Manager.

CLIENT has requested to engage Cayenta (HARRIS) for value-added services related to the project outlined in the Deliverables section of this document. These services are not included in the Software and Maintenance Fees.

During the project, if CLIENT needs to make any changes to the Environments, the changes need to be approved by the HARRIS project team. Changes to the configuration or interfaces that are not advised by the HARRIS project team also need to be fully documented in CayStone.

The ongoing operation for the Solution will be the responsibility of the CLIENT following the project Go-live date. All interfaces delivered within this SOW are fully the responsibility of the CLIENT to administer, maintain, and support. HARRIS services can be engaged on a time and material basis at the then current rate if the CLIENT requires additional assistance. Please note that resource availability may impact the timeline such assistance will be delivered.

Project Start Pre-Requisites

In addition to the approved statement of work, HARRIS and CLIENT agree that the following pre-requisites will be satisfied to begin work on this project. Any pre-requisites that are the responsibility of CLIENT will be considered out of scope of this project and any services required of HARRIS for CLIENT-owned pre-requisites will be addressed through the Change Control process outlined in this document.

Pre-Requisite	Responsible Party
CLIENT will have resources assigned to work on the project as per the schedule defined in this document. This is inclusive of all project work including test execution, workshop & meeting participation as well as any other activities prescribed.	CLIENT
HARRIS project team will be assembled and prepared to work on this project per the schedule defined in this document.	HARRIS
Cayenta 'AMI dedicated' test environment will be available for this project start with a current data refresh from production.	CLIENT

Table of Services

Below is a summary list of the deliverables for the project. The Deliverables section itemizes each deliverable in detail regarding specific scope, responsibilities for HARRIS and CLIENT as well as acceptance criteria.

This expected project duration will be approximately 8 months (not inclusive of Post Go-Live and Transition to Support).

Additional testing support can be purchased if the project extends past this expectation.

Component Group	Deliverable #	Deliverable Name	Hours	Cost
Consulting Services	1.01	Project Management & Meetings - Month 1	38	\$9,310.00
	1.02	Project Management & Meetings - Month 2	38	\$9,310.00
	1.03	Project Management & Meetings - Month 3	38	\$9,310.00
	1.04	Project Management & Meetings - Month 4	30	\$7,350.00
	1.05	Project Management & Meetings - Month 5	30	\$7,350.00
	1.06	Project Management & Meetings - Month 6	30	\$7,350.00
	1.07	Project Management & Meetings - Month 7	30	\$7,350.00
	1.08	Project Management & Meetings - Month 8	30	\$7,350.00
	1.09	First Month of Testing Support - Month 4	120	\$29,400.00
	1.10	Second Month of Testing Support - Month 5	110	\$26,950.00
	1.11	Third Month of Testing Support - Month 6	100	\$24,500.00
	1.12	Service Order Automation Testing Support - Month 7	90	\$22,050.00
	1.13	Mock Go-Live & Daily Ops/UAT Testing Support (10 days)	60	\$14,700.00
	1.14	Go Live Services	48	\$11,760.00
	1.15	Post Go Live Support	40	\$9,800.00
	1.16	Project Close and Handover	12	\$2,940.00
		Consulting Services Total	844	\$206,780.00
BI Services	2.01	Tantalus AMI Meter Provisioning Export	60	\$14,700.00
	2.02	Meter Inventory Upload and Device Upload	40	\$9,800.00
	2.03	Launch Location Summary Screen to compass	8	\$1,960.00
	2.04	Meter Data Audit	24	\$5,880.00
	2.05	Mass Meter Exchange	168	\$41,160.00
	2.06	AMI Workshops	50	\$12,250.00
	2.07	Data Synchronization (Compass) & CIS Configuration	80	\$19,600.00
	2.08	Meter Read Multi-speak - configuration and coding for nightly meter reads.	60	\$14,700.00
	2.09	Service Order Automation for MIMO, Disconnect/reconnect from debt	48	\$11,760.00
	2.10	AMR to AMI Meter Switch	80	\$19,600.00
		BI Services Total	618	\$151,410.00
Technical Services	3.01	Up to Two Data Refreshes	32	\$7,840.00
		Technical Services Total	32	
		Project Total	1,494	\$366,030.00

Deliverables

Below is a detailed listing of all deliverables in scope of this project. With each deliverable is specific responsibilities to be performed by HARRIS and CLIENT respectively as part of completion of this deliverable. Acceptance criteria for each deliverable specifies the criteria by which CLIENT will accept the deliverable upon completion by HARRIS. Upon satisfying the acceptance criteria for the deliverable will make the deliverable eligible to be billed as defined in the [Payment Milestones](#) section of this document.

Deliverable ID	1.01
Deliverable Type	Fixed Price
Deliverable Name	Project Management & Meetings - Month 1
Deliverable Description	HARRIS will provide Project Management services including: -Project schedule development -Kickoff meeting facilitation -Weekly status meetings up to two (2) hours per week for Project Manager and two (2) hours per week for the consultants Should the need for more hours of either HARRIS consultants or project manager arise, it will be addressed via the Change Control process.
HARRIS Responsibilities	• Develop the project schedule • Facilitate the kickoff meeting • Set up weekly status calls • Create the CayStone project • Provide CayStone training to CLIENT
CLIENT Responsibilities	• Contribute to the project schedule • Coordinate the kickoff meeting • Attend CayStone training • Attend weekly calls
Deliverable Acceptance Criteria	First month of the project is complete
Deliverable ID	1.02
Deliverable Type	Fixed Price
Deliverable Name	Project Management & Meetings - Month 2

Deliverable Description	HARRIS will provide Project Management services including: -HARRIS resource coordination -Schedule maintenance & updates -Status reporting -Weekly status meetings up to two (2) hours per week for Project Manager and two (2) hours per week for the consultants Should the need for more hours of either HARRIS consultants or Project Manager arise, it will be addressed via the Change Control process.
HARRIS Responsibilities	• Facilitate & attend the weekly status calls • Maintain the project schedule • Deliver status reports • Facilitate monthly ESC meeting
CLIENT Responsibilities	• Attend weekly status calls • Attend monthly ESC meeting
Deliverable Acceptance Criteria	Second month of the project is complete
Deliverable ID	1.03
Deliverable Type	Fixed Price
Deliverable Name	Project Management & Meetings - Month 3
Deliverable Description	HARRIS will provide Project Management services including: -HARRIS resource coordination -Schedule maintenance & updates -Status reporting -Weekly status meetings up to two (2) hours per week for Project Manager and two (2) hours per week for the consultants Should the need for more hours of either HARRIS consultants or Project Manager arise, it will be addressed via the Change Control process.
HARRIS Responsibilities	• Facilitate & attend the weekly status calls • Maintain the project schedule • Deliver status reports • Facilitate monthly ESC meeting

CLIENT Responsibilities	• Attend weekly status calls • Attend monthly ESC meeting
Deliverable Acceptance Criteria	Third month of the project is complete
Deliverable ID	1.04
Deliverable Type	Fixed Price
Deliverable Name	Project Management & Meetings - Month 4
Deliverable Description	HARRIS will provide Project Management services including: -HARRIS resource coordination -Schedule maintenance & updates -Status reporting -Weekly status meetings up to two (2) hours per week for Project Manager and two (2) hours per week for the consultants Should the need for more hours of either HARRIS consultants or Project Manager arise, it will be addressed via the Change Control process.
HARRIS Responsibilities	• Facilitate & attend the weekly status calls • Maintain the project schedule • Deliver status reports • Facilitate monthly ESC meeting
CLIENT Responsibilities	• Attend weekly status calls • Attend monthly ESC meeting
Deliverable Acceptance Criteria	Fourth month of the project is complete
Deliverable ID	1.05
Deliverable Type	Fixed Price
Deliverable Name	Project Management & Meetings - Month 5

Deliverable Description	HARRIS will provide Project Management services including: -HARRIS resource coordination -Schedule maintenance & updates -Status reporting -Weekly status meetings up to two (2) hours per week for Project Manager and two (2) hours per week for the consultants Should the need for more hours of either HARRIS consultants or Project Manager arise, it will be addressed via the Change Control process.
HARRIS Responsibilities	• Facilitate & attend the weekly status calls • Maintain the project schedule • Deliver status reports • Facilitate monthly ESC meeting
CLIENT Responsibilities	• Attend weekly status calls • Attend monthly ESC meeting
Deliverable Acceptance Criteria	Fifth month of the project is complete
Deliverable ID	1.06
Deliverable Type	Fixed Price
Deliverable Name	Project Management & Meetings - Month 6
Deliverable Description	HARRIS will provide Project Management services including: -HARRIS resource coordination -Schedule maintenance & updates -Status reporting -Weekly status meetings up to two (2) hours per week for Project Manager and two (2) hours per week for the consultants Should the need for more hours of either HARRIS consultants or Project Manager arise, it will be addressed via the Change Control process.
HARRIS Responsibilities	• Facilitate & attend the weekly status calls • Maintain the project schedule • Deliver status reports • Facilitate monthly ESC meeting

CLIENT Responsibilities	• Attend weekly status calls • Attend monthly ESC meeting
Deliverable Acceptance Criteria	Sixth month of the project is complete
Deliverable ID	1.07
Deliverable Type	Fixed Price
Deliverable Name	Project Management & Meetings - Month 7
Deliverable Description	HARRIS will provide Project Management services including: -HARRIS resource coordination -Schedule maintenance & updates -Status reporting -Weekly status meetings up to two (2) hours per week for Project Manager and two (2) hours per week for the consultants Should the need for more hours of either HARRIS consultants or Project Manager arise, it will be addressed via the Change Control process.
HARRIS Responsibilities	• Facilitate & attend the weekly status calls • Maintain the project schedule • Deliver status reports • Facilitate monthly ESC meeting
CLIENT Responsibilities	• Attend weekly status calls • Attend monthly ESC meeting
Deliverable Acceptance Criteria	Seventh month of the project is complete
Deliverable ID	1.08
Deliverable Type	Fixed Price
Deliverable Name	Project Management & Meetings - Month 8

Deliverable Description	HARRIS will provide Project Management services including: -HARRIS resource coordination -Schedule maintenance & updates -Status reporting -Weekly status meetings up to two (2) hours per week for Project Manager and two (2) hours per week for the consultants Should the need for more hours of either HARRIS consultants or Project Manager arise, it will be addressed via the Change Control process.
HARRIS Responsibilities	• Facilitate & attend the weekly status calls • Maintain the project schedule • Deliver status reports • Facilitate monthly ESC meeting
CLIENT Responsibilities	• Attend weekly status calls • Attend monthly ESC meeting
Deliverable Acceptance Criteria	Eighth month of the project is complete
Deliverable ID	1.09
Deliverable Type	Fixed Price
Deliverable Name	First Month of Testing Support - Month 4
Deliverable Description	HARRIS will provide testing support services to CLIENT during test execution by CLIENT
HARRIS Responsibilities	• Incident remediation, prioritizing work based on marked priority in the incident according to criteria defined in this document (Appendix A Incident Priority Definitions) • Support testing issues and resolve issues encountered during testing
CLIENT Responsibilities	• Execute testing per test sets as defined in CayStone • Log incidents as issues arise with testing, ensuring that appropriate screenshots, verbiage, and reproduction steps are documented in the CayStone incidents • Conduct validation testing on remediated incidents in a timely manner
Deliverable Acceptance Criteria	First month of CLIENT testing is complete
Deliverable ID	1.10

Deliverable Type	Fixed Price
Deliverable Name	Second Month of Testing Support - Month 5
Deliverable Description	HARRIS will provide testing support services to CLIENT during test execution by CLIENT
HARRIS Responsibilities	• Incident remediation, prioritizing work based on marked priority in the incident according to criteria defined in this document (Appendix A Incident Priority Definitions) • Providing clarifications and guidance on new feature testing
CLIENT Responsibilities	• Execute testing per test sets as defined in CayStone • Log incidents as issues arise with testing, ensuring that appropriate screenshots, verbiage, and reproduction steps are documented in the CayStone incidents • Conduct validation testing on remediated incidents in a timely manner
Deliverable Acceptance Criteria	Second month of CLIENT testing is complete
Deliverable ID	1.11
Deliverable Type	Fixed Price
Deliverable Name	Third Month of Testing Support - Month 6
Deliverable Description	HARRIS will provide testing support services to CLIENT during test execution by CLIENT
HARRIS Responsibilities	• Incident remediation, prioritizing work based on marked priority in the incident according to criteria defined in this document (Appendix A Incident Priority Definitions) • Providing clarifications and guidance on new feature testing
CLIENT Responsibilities	• Execute testing per test sets as defined in CayStone • Log incidents as issues arise with testing, ensuring that appropriate screenshots, verbiage, and reproduction steps are documented in the CayStone incidents • Conduct validation testing on remediated incidents in a timely manner
Deliverable Acceptance Criteria	Third month of CLIENT testing is complete
Deliverable ID	1.12
Deliverable Type	Fixed Price
Deliverable Name	Service Order Automation Testing Support - Month 7

Deliverable Description	HARRIS will provide testing support services to CLIENT during test execution by CLIENT
HARRIS Responsibilities	• Incident remediation, prioritizing work based on marked priority in the incident according to criteria defined in this document • Providing clarifications and guidance on new feature testing
CLIENT Responsibilities	• Execute testing per test sets as defined in CayStone • Log incidents as issues arise with testing, ensuring that appropriate screenshots, verbiage, and reproduction steps are documented in the CayStone incidents • Conduct validation testing on remediated incidents in a timely manner
Deliverable Acceptance Criteria	Third month of CLIENT testing is complete
Deliverable ID	1.13
Deliverable Type	Fixed Price
Deliverable Name	Mock Go-Live & Daily Ops/UAT Testing Support (10 days)
Deliverable Description	HARRIS will conduct a mock-go live prior to the go-live, ensuring the cutover checklist is sufficient to ensure a successful cutover at go-live. Mock Go-live planning 4 people x 2 hours, checklist 4 hours, review checklist with customer 2 hours x 4 people, configuration migration from prod data refresh; AMI configuration migration 12 hours, 10 days mock go-live/daily ops testing support.
HARRIS Responsibilities	• Prepare mock go-live checklist • Review mock go-live checklist with CLIENT • Execute HARRIS-assigned tasks per the checklist and support UAT • Make any necessary changes to checklist based on mock go-live execution
CLIENT Responsibilities	• Review mock go-live checklist and add any additional tasks for CLIENT • Execute CLIENT-assigned tasks per the checklist • Provide feedback on mock go-live execution for the purpose of checklist revision
Deliverable Acceptance Criteria	Completion of mock go-live activities per the mock go-live checklist
Deliverable ID	1.14
Deliverable Type	Fixed Price
Deliverable Name	Go Live Services

Deliverable Description	HARRIS and CLIENT will execute the assigned tasks, per the go-live cutover checklist, over the planned one (1) day go-live time frame. Go-live planning 4 people x 2 hours, checklist 1 hours, review checklist with customer 1 hour x 4 people, configuration migration from prod data refresh, AML configuration migration 12 hours + Go-live validation support 8x3
HARRIS Responsibilities	• Execute HARRIS-assigned tasks per the go-live cutover checklist • HARRIS will be available on go-live to perform HARRIS-assigned tasks per the go-live cutover checklist.
CLIENT Responsibilities	• Execute CLIENT-assigned tasks per the go-live cutover checklist • CLIENT will be available on go-live weekend to perform CLIENT-assigned tasks per the go-live cutover checklist.
Deliverable Acceptance Criteria	Completion of go-live activities per the go-live checklist and CLIENT can access and use the designated environment for production purposes
Deliverable ID	1.15
Deliverable Type	Fixed Price
Deliverable Name	Post Go Live Support
Deliverable Description	HARRIS and CLIENT will execute tasks identified and mutually agreed upon, during the 'one-full billing cycle' (30 days) post go-live period.
HARRIS Responsibilities	• Execute HARRIS-assigned tasks per the agreed upon post go-live period • Remediate P1 & P2 priority incidents
CLIENT Responsibilities	• Execute CLIENT-assigned tasks per the agreed upon post go-live period • Validate & close P1 & P2 priority incidents
Deliverable Acceptance Criteria	All P1 & P2 incidents logged for the project have been remediated
Deliverable ID	1.16
Deliverable Type	Fixed Price
Deliverable Name	Project Close and Handover
Deliverable Description	HARRIS transitions CLIENT from assigned Project Team back to Cayenta Support and formally closes the project. This signifies the acceptance of the official project close. Transition to Support document creation + meet with customer, account manager, support.
HARRIS Responsibilities	• Facilitate handover meeting from Project Team to Cayenta Support • Deliver Support Transition document to CLIENT and Cayenta Support

CLIENT Responsibilities	• Attend handover meeting
Deliverable Acceptance Criteria	HARRIS provides Support Transition document
Deliverable ID	2.01
Deliverable Type	Fixed Price
Deliverable Name	Tantalus AMI Meter Provisioning Export
Deliverable Description	HARRIS will develop the export files (two) of the same layout for Electric & Water, to provision AMI meters in Tantalus. The CSV file contains the data necessary for the TUNet network to identify ERT devices and their associated configuration so that TUNet is able to receive and process readings from these devices. HARRIS will develop a functional design document (FDD) and deliver to CLIENT for review & approval. Development will be based on the approved FDD.
HARRIS Responsibilities	• Develop & deliver Functional Design Document (FDD) • Develop the functionality per the approved FDD • Perform internal unit testing • Apply all required configuration changes to support the functionality • Develop & deliver user documentation • Conduct a handover session with CLIENT testers
CLIENT Responsibilities	• Provide input/clarifications, and attend meetings, as required to support the development of the FDD • Attend handover session
Deliverable Acceptance Criteria	CLIENT approves the FDD, and HARRIS delivers functionality for CLIENT testing
Deliverable ID	2.02
Deliverable Type	Time and Materials
Deliverable Name	Meter Inventory Upload and Device Upload

Deliverable Description	HARRIS will configure the meter inventory process to upload electric meters, water meters, and water devices from the meter manufacturer files. HARRIS will develop a functional design document (FDD) and deliver to CLIENT for review & approval. Development will be based on the approved FDD.
HARRIS Responsibilities	• Develop & deliver Inventory templates for 2 services and a single device upload and meter type templates as provided during discovery • Perform internal unit testing • Apply all required configuration changes to support the functionality • Develop & deliver user documentation • Conduct a handover session with CLIENT testers
CLIENT Responsibilities	• Provide input/clarifications, and attend meetings, as required to support the development of the templates • Attend handover session
Deliverable Acceptance Criteria	CLIENT approves the template formats, and HARRIS delivers functionality for CLIENT testing
Deliverable ID	2.03
Deliverable Type	Fixed Price
Deliverable Name	Launch Location Summary Screen to compass
Deliverable Description	Launch Location Summary Screen within Cayenta to compass passing location number as the key.
HARRIS Responsibilities	Configure the tab within Cayenta.
CLIENT Responsibilities	Test the tab configuration.
Deliverable Acceptance Criteria	CLIENT confirms tab works and location is passed to compass.
Deliverable ID	2.04
Deliverable Type	Time and Materials
Deliverable Name	Meter Data Audit

Deliverable Description	Once all the data mappings for the sync process (Tantalus and Compass) HARRIS will perform an audit of the existing meter information to identify any data inconsistencies that pertain to the AMI solution. Example. Duplicate serial numbers. The audit will produce scripts that will be executed, at first by HARRIS and after training by the CLIENT, throughout the duration of the project to ensure that all data rules are being met. HARRIS will develop a Configuration Requirements document and deliver to CLIENT for review & approval. Configuration will be based on the approved document.
HARRIS Responsibilities	• Develop & deliver the Meter Audit report. • Develop & deliver database audit scripts.
CLIENT Responsibilities	• Provide input/clarifications, and attend meetings, as required to support the development of the Configuration Requirements document. • Manage scripts and perform data clean up.
Deliverable Acceptance Criteria	CLIENT approves the Configuration Requirements document
Deliverable ID	2.05
Deliverable Type	Fixed Price
Deliverable Name	Mass Meter Exchange
Deliverable Description	HARRIS will Configure the mass meter exchange process which will be used to automate the exchange service orders from AMI Provisioning Contractors. The exchange portal will process completed exchanges, damage file, and exceptions file. The exchange portal will also include an export to the third-party contracting software with a list of meters and customer information to exchange. HARRIS will analyze, document, unit test and train for changes required to the mass exchange process.
HARRIS Responsibilities	• Configure mass meter exchange process • Perform internal unit testing • Solutions document for mass meter exchange • Conduct training of process to CLIENT users • Conduct a handover session with CLIENT testers

CLIENT Responsibilities	• Provide input/clarifications, and attend meetings, as required to support the development of the FDD • Attend Training • Attend handover session • CLIENT responsible for continuation of solution for AMI rollout duration
Deliverable Acceptance Criteria	HARRIS delivers functionality and handover session for CLIENT testing
Deliverable ID	2.06
Deliverable Type	Fixed Price
Deliverable Name	AMI Workshops
Deliverable Description	HARRIS will conduct workshops, including joint sessions with SmartWorks and Tantalus for data sync mapping, AMI related configuration and business process discovery including resulting Solutions Document
HARRIS Responsibilities	• Facilitate meetings with CLIENT, SmartWorks and Tantalus • Document AMI configuration and business process findings from meetings for CLIENT review
CLIENT Responsibilities	• Provide input/clarifications, and attend meetings, as required • Review and provide feedback on documented findings from meetings
Deliverable Acceptance Criteria	HARRIS schedules meetings and delivers AMI configuration document (including business process findings) for CLIENT review.
Deliverable ID	2.07
Deliverable Type	Fixed Price
Deliverable Name	Data Synchronization (Compass) & CIS Configuration

Deliverable Description	The synchronization process is based on database views. Synchronized data elements are listed below, and column mapping will be identified in the Analysis phase of the implementation process. HARRIS will develop the database views to the CLIENT specification for the MDMS synchronization. The database views include: • Meters • Locations • Meter/Location Cross Reference • Meter Lat/Long Coordinates • Billing Schedules • CT/PT Multipliers. HARRIS will develop a functional design document (FDD) and deliver to CLIENT for review & approval. Development will be based on the approved FDD. Depending on Customer requirements, the synchronization will occur between 1 to 3 times per day and will be scheduled to occur after the CIS Customer database has been updated. It is assumed that compound meters are two separate encoder heads and AMI Modules on two physical meters. Compass is Meter ID centric, therefore the system of record for meter information should see the High and Low sides of these meters as separate meter numbers. Compass can handle a single Meter ID assuming that the CIS can associate the High and Low sides of the meter using the Alt_Meter_ID and 'H' and 'L' suffixes in the data sync.
HARRIS Responsibilities	• Develop & deliver Functional Design Document (FDD) • Develop the functionality per the approved FDD • Perform internal unit testing • Apply all required configuration changes to support the functionality • Develop & deliver user documentation • Conduct a handover session with CLIENT testers
CLIENT Responsibilities	• Provide input/clarifications, and attend meetings, as required to support the development of the FDD • Attend handover session
Deliverable Acceptance Criteria	CLIENT approves the FDD, and HARRIS delivers the views (as per the FDD) for CLIENT testing
Deliverable ID	2.08

Deliverable Type	Fixed Price
Deliverable Name	Meter Read Multi-speak - configuration and coding for nightly meter reads.
Deliverable Description	HARRIS will configure the GetLatestRead multispeak call which will grab the midnight read from the MDMS. The configuration will grab the billing read from MeterSense as part of the meter extract process. Cayenta to Compass. Includes Forced Automated Read repost tool which allows for the forcing automated reads into RCT table and re-extracting cycle in the event a network error prevents reads. Configuration of billing cycles for AMI only meters, development piece is configuration and testing for communication for multi-speak calls. Includes mapping document on how we are calling multi-speak calls and the configuration that we are putting in place. i.e. Solutions Document
HARRIS Responsibilities	• Configure the functionality as described in the deliverable description • Training for CLIENT on how to use and manage this process • Solution Document for Meter Read MultiSpeak
CLIENT Responsibilities	• Provide input/clarifications, and attend meetings, as required to support the configuration • Ensure that appropriate staff attend all training
Deliverable Acceptance Criteria	HARRIS delivers configuration for CLIENT testing
Deliverable ID	2.09
Deliverable Type	Fixed Price
Deliverable Name	Service Order Automation for MIMO, Disconnect/reconnect from debt
Deliverable Description	SmartWorks will be configured with their rules engine to call AMI MultiSpeak calls for service order automation including move in/move Out and disconnect for debt. HARRIS will create a database view for unprocessed service orders. SmartWorks will call Cayenta API when the MultiSpeak call has been completed by the AMI system. HARRIS will support the configuration conversations of service order and testing of the solution. HARRIS will configure Service Order automation for MIMO, and Disconnect/reconnect from debt

HARRIS Responsibilities	• Create a service order automation matrix • Configure action codes to allow for automation of Move in, Move Out, Disconnection for debt, and Reconnection for debt • Create a mapping document to specify reads expected with service order type to be provided to SmartWorks • Create a database view to provide SmartWorks access to service orders to be processes • API support for the close service order API function from compass • Conduct a handover session with CLIENT testers
CLIENT Responsibilities	• Provide input/clarifications, and attend meetings, as required to support the configuration
Deliverable Acceptance Criteria	HARRIS delivers configuration for CLIENT testing
Deliverable ID	2.10
Deliverable Type	Fixed Price
Deliverable Name	AMR to AMI Meter Switch
Deliverable Description	Cayenta will create a custom portal which will be scheduled based on route to switch AMR meters to AMI meters in Cayenta. The water meters will be provisioned with the sync file to Tantalus once the portal processes the water meters at which point the billing process will be able to pick up reads. The custom portal will update the device type to be an AMI device type vs AMR. At that point, the meter will be recognized in Cayenta as an AMI meter. HARRIS will configure the AMR meter device exchange process which will be used to automate the device change from AMR to AMI. The device exchange portal will upload all meters from the AMI headend file and look for new meters that are not marked as AMI in Cayenta. Anything new will then be switched from AMR to AMI. HARRIS will analyze, document, unit test and train for changes needed to the device change process. HARRIS will analyze, document, unit test and train for changes required to the device change process.

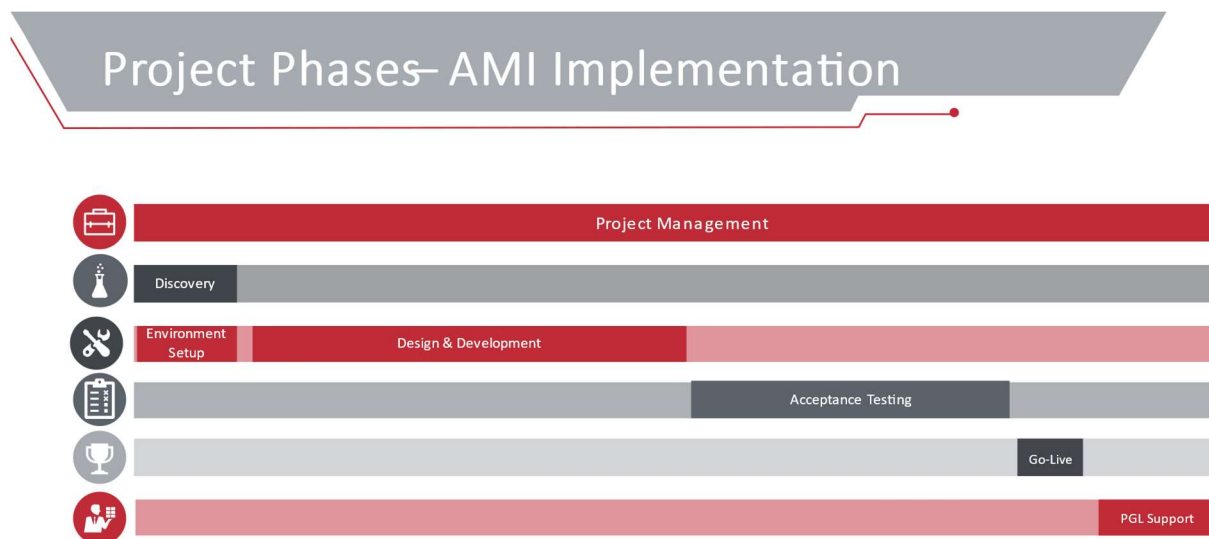
HARRIS Responsibilities	• Configure device exchange process • Perform internal unit testing • FDD for device change exchange • Conduct training of process to CLIENT users • Conduct a handover session with CLIENT testers
CLIENT Responsibilities	• Provide input/clarifications, and attend meetings, as required to support the development of the FDD • Attend Training • Attend handover session • CLIENT responsible for continuation of solution for AMI rollout duration
Deliverable Acceptance Criteria	HARRIS delivers functionality and handover session for CLIENT testing

Deliverable ID	3.01
Deliverable Type	Fixed Price
Deliverable Name	Up to Two Data Refreshes
Deliverable Description	HARRIS will restore AMI portals, AMI views, AMI configuration, and assist with unit testing, for each of the two data refreshes.
HARRIS Responsibilities	• Restore AMI portals, AMI views, AMI configuration • Assist with unit testing
CLIENT Responsibilities	• Add test meters into inventory • Perform refreshes • Install meters at locations, within the Cayenta software, for the purposes of testing
Deliverable Acceptance Criteria	HARRIS provides restoration services, and the associated unit testing is carried out.

Methodology & Schedule

Methodology

Cayenta follows a practiced and proven methodology for delivering projects to our customers. Below is an overview of the project phases that are part of the project, which will be aligned with the overall project.



Project Management

HARRIS will provide a project manager to the project to oversee the HARRIS team and to work with the CLIENT project manager. The HARRIS project manager will be responsible for the following items:

- Develop and maintain the project schedule, collaborating with CLIENT project manager.
- Schedule and facilitate weekly PM meetings.
- Schedule and facilitate weekly team meetings.
- Develop go-live cutover checklist, collaborating with HARRIS and CLIENT project teams.
- Ownership of the Change Control process as outlined in the [Change Control section](#) of this document

Schedule development is a collaborative task – the initial timeframe reflects the pricing provided, and a final schedule is dependent on the completion of project planning, where tasks and dependencies are finalized, resource allocation is confirmed, and all non-working days are identified. A finalized project schedule must be delivered and baselined, and material changes to the initial schedule may require a change order. Any deviation from this process must be agreed to by the project teams.

Environment Setup

CLIENT will provide a dedicated testing environment for this project, so HARRIS has not built-in technical consulting time for environment work. If technical consulting time is required from HARRIS, this can be managed through the Change Control process.

CLIENT will ensure that the designated environment (with configuration) is not refreshed or overwritten with PROD data unless HARRIS agrees. In the case that this accidentally happens, the time for HARRIS to re-create the work lost will be managed through the Change Control process.

Design and Development / Configuration

HARRIS and CLIENT will take a collaborative approach to the design and development of the scoped interfaces/integration. HARRIS will conduct a series of discovery discussions with CLIENT and prepare a detailed Functional Design Document (FDD) for each interface/integration that will be submitted to CLIENT for review and approval. Upon approval of the FDD document for each interface/integration, HARRIS will develop the interface/integration, conduct internal quality assurance testing, and deploy to the project test environment for handover and CLIENT testing. As part of the handover, HARRIS will also deliver documentation pertaining to the interface to help facilitate knowledge transfer and CLIENT testing.

Testing & Documentation

Application testing will be the most critical phase of this project and allows CLIENT to ensure a level of comfort with the delivered solution prior to going live. HARRIS will provide testing support commensurate with the services outlined in the Deliverables section of this document.

CLIENT will test the application and configured solution delivered by HARRIS. CLIENT agrees to use the CayStone testing platform, provided by HARRIS to plan test cases/test sets, track all testing progress via updating of executed test cases/test sets and log incidents for all defects found. Should CLIENT decide to forego the use of CayStone for these purposes (i.e., using alternate means to plan and track testing and incidents), HARRIS may initiate the change control process (per the [Change Control section](#) of this document) to determine impacts to the project, monetary and otherwise.

HARRIS agrees to provide testing support services monthly as outlined in the deliverables of this document. Should there be a need to extend testing support services from HARRIS beyond what is currently scoped in this document, additional months of testing support may be added to the project at a cost determined through the Change Control process.

Go Live

HARRIS and CLIENT will work collaboratively to prepare a go-live cutover checklist. It will be a shared responsibility between HARRIS and CLIENT to ensure that all tasks are documented and assigned appropriately. HARRIS and CLIENT will schedule the go-live to take place over a weekend or a mutually agreeable timeframe.

Post Go-Live and Transition to Support

HARRIS project team will continue to support CLIENT during the defined post go-live period (as indicated in the Deliverables section of this document) as well in this time engage Cayenta Support by preparing a Support Transition document, outlining the details of the implementation relevant to the Cayenta

Support team taking on stewardship of CLIENT support needs going forward. A transition meeting including the HARRIS project team, CLIENT and Cayenta Support will be facilitated by HARRIS as part of this transition.

Schedule

This is planned as an 8-month project, consisting of 5-months of development/configuration/unit testing, followed by 3-months of integrated testing (not inclusive of Post Go-Live and Transition to Support) followed by return to Standard Support.

The schedule has been estimated based on assumed resourcing capabilities of CLIENT and is subject to change upon planning and coordination between HARRIS and CLIENT.

Upon starting the project, the HARRIS project manager will collaborate with CLIENT Project Manager to baseline the project schedule.

Payment Milestones

Below is a list of the payment milestones for this project. CLIENT agrees to pay the milestones upon completion of the mapped deliverables according to the defined acceptance criteria in this document for each deliverable.

MP#	Payment Milestone Description	Invoice Amount	Deliverable ID	Deliverable Name
MP01	Project Management & Meetings - Month 1	\$9,310.00	1.01	Project Management & Meetings - Month 1
MP02	Project Management & Meetings - Month 2	\$9,310.00	1.02	Project Management & Meetings - Month 2
MP03	Project Management & Meetings - Month 3	\$9,310.00	1.03	Project Management & Meetings - Month 3
MP04	Project Management & Meetings - Month 4	\$7,350.00	1.04	Project Management & Meetings - Month 4
MP05	Project Management & Meetings - Month 5	\$7,350.00	1.05	Project Management & Meetings - Month 5
MP06	Project Management & Meetings - Month 6	\$7,350.00	1.06	Project Management & Meetings - Month 6
MP07	Project Management & Meetings - Month 7	\$7,350.00	1.07	Project Management & Meetings - Month 7
MP08	Project Management & Meetings - Month 8	\$7,350.00	1.08	Project Management & Meetings - Month 8
MP09	First Month of Testing Support - Month 4	\$29,400.00	1.09	First Month of Testing Support - Month 4
MP10	Second Month of Testing Support - Month 5	\$26,950.00	1.10	Second Month of Testing Support - Month 5
MP11	Third Month of Testing Support - Month 6	\$24,500.00	1.11	Third Month of Testing Support - Month 6
MP12	Service Order Automation Testing Support - Month 7	\$22,050.00	1.12	Service Order Automation Testing Support - Month 7
MP13	Mock Go-Live & Daily Ops/UAT Testing Support (10 days)	\$14,700.00	1.13	Mock Go-Live & Daily Ops/UAT Testing Support (10 days)
MP14	Go Live Services	\$11,760.00	1.14	Go Live Services
MP15	Post Go Live Support	\$9,800.00	1.15	Post Go Live Support
MP16	Project Close and Handover	\$2,940.00	1.16	Project Close and Handover
MP17	Tantalus AMI Meter Provisioning Export	\$14,700.00	2.01	Tantalus AMI Meter Provisioning Export
MP18	Launch Location Summary Screen to compass	\$1,960.00	2.03	Launch Location Summary Screen to compass
MP19	Mass Meter Exchange	\$41,160.00	2.05	Mass Meter Exchange
MP20	AMI Workshops	\$12,250.00	2.06	AMI Workshops
MP21	Data Synchronization (Compass) & CIS Configuration	\$19,600.00	2.07	Data Synchronization (Compass) & CIS Configuration
MP22	Meter Read Multi-speak - configuration and coding for nightly meter reads.	\$14,700.00	2.08	Meter Read Multi-speak - configuration and coding for nightly meter reads.
MP23	Service Order Automation for MIMO, Disconnect/reconnect from debt	\$11,760.00	2.09	Service Order Automation for MIMO, Disconnect/reconnect from debt
MP24	AMR to AMI Meter Switch	\$19,600.00	2.10	AMR to AMI Meter Switch
MP25	Up to Two Data Refreshes	\$7,840.00	3.01	Up to Two Data Refreshes
	Fixed Price Total	\$350,350.00		

MP#	Payment Milestone Description	Invoice Amount	Deliverable ID	Deliverable Name
T&M	Meter Inventory Upload and Device Upload	\$9,800.00	2.02	Meter Inventory Upload and Device Upload
T&M	Meter Data Audit	\$5,880.00	2.04	Meter Data Audit
	T&M Total	\$15,680.00		
	Project Total	\$366,030.00		

Assumptions

1. No AMI configuration will be put in place until after the Oracle to SQL project has been completed and a fresh instance for AMI development has been created.
2. Any synchronizations from Cayenta and Tantalus or other systems will be batch based, not real time or triggered by transactions within Cayenta.
3. Providing meter coordinates in the Compass views is dependent on the pre-existence of this data within Cayenta. Any GIS synch of latitude/longitude data that does not currently exist is outside the scope of this project.
4. There must be a one-to-one mapping from inbound messages containing reads directly to the target register. No processing will be performed to determine which register a read is meant for beyond mapping from inbound register identifier to the target register. If two registers have the same identification in the inbound messages, the message will not be processed.
5. CLIENT will provide a dedicated test environment that is to be used by the AMI project only.
6. CLIENT network administrators to ensure Tomcat Service is visible to both the SmartWorks server and the Cayenta CIS application.
7. CLIENT network administrators will be responsible for the network connectivity between systems.
8. HARRIS to apply any patches (HARRIS or other) identified as necessary for the project.
9. Service order automation (MIMO, Disconnect/reconnect from debt) will be processed through Compass. Compass will select from the Cayenta SO view and the configuration of the rules engine will orchestrate all Multi-Speak calls to the AMI system.
10. CLIENT is responsible for performing any required data refreshes and should be coordinated with the project team.
11. CLIENT is responsible for backing up the Cayenta AMI test servers.
12. AMI meters will not be installed prior to starting the AMI project with Cayenta. If AMI meters are currently installed this may require additional analysis, configuration, and mass meter type change. The additional effort will be estimated and follow the Change Control Process noted in this SOW.
13. Any data cleanup required because of the meter audit, or as discovered throughout this project, is the responsibility of the CLIENT. If the CLIENT requires assistance for this cleanup Cayenta will estimate and follow the Change Control Process noted in this SOW.
14. The sync files to both Tantalus and SmartWorks will include AMI meters only.
15. Cayenta will retrieve only AMI meter reads from the MDMS. All non-AMI meters will be processed through the regular meter read upload/download procedures.
16. Any missing reads on cycle billing will be handled in the existing meter read procedures in place in CLIENT CIS system.
17. Two CSV files of the same layout for Electric & Water, will be provided from Cayenta, for the Tantalus/TuNetsync process.
18. The CSV file contains the data necessary for the TUNet network to identify ERT devices and their associated configuration so that TUNet is able to receive and process readings from these devices.

19. The upload of meter test information is excluded in the scope of this project. If during the workshops meter test information is determined to be required, an estimate will be provided, and follow the Change Control Process noted in this SOW.
20. CayStone will be used to manage incidents.
21. CLIENT is responsible for creating and executing integrated testing scripts, with support from HARRIS.
22. Training of the functionality of CLIENT's existing Cayenta CIS system is not included, as a certain amount of application knowledge is assumed for the CLIENT users who are performing integrated testing.
23. This project excludes any modifications to letters, reports, or bill print. If necessary, an estimate will be provided and follow the Change Control Process noted in this SOW.

Overall Terms & Termination

Terms and Conditions

1. All license fees and related support and maintenance fees shall be billed upon signing the Statement of Work, unless otherwise noted in this document.
2. Pricing is fixed for scope as defined by this document unless it is noted as Time and Material in the Table of Services and excludes any applicable taxes.
3. Additional services deemed out of scope (per this document) will be billed at \$250 per hour and will require documentation from HARRIS and the CLIENT and compliance with the [Change Control Process](#).
4. CLIENT will provide a direct connection to the Server on which the database resides.
5. CLIENT will provide any necessary infrastructure for the project.
6. This SOW excludes data refreshes.
7. Potential Bill Print impacts, which may occur from this project will be managed through the Change Order process.
8. Both HARRIS and CLIENT will ensure members are available on dates agreed to and scheduled.
9. Change Orders will be created for any tasks that are requested outside the scope of the project and will follow the [Change Control Process](#).
10. All project work is planned as remote.
11. Hardware costs are priced/managed directly by CLIENT.
12. HARRIS reserves the right to pause work upon notification to CLIENT if HARRIS invoices become aged greater than 60 days.
13. In the event CLIENT terminates this Agreement, CLIENT shall be invoiced for work done to date as of notification and CLIENT will pay all outstanding Fees and other amounts owing to Harris under this Agreement.

Termination

Unless HARRIS and/or CLIENT exercises its right to terminate this Statement of Work due to material breach or default, HARRIS must provide, and the CLIENT must purchase, Services from HARRIS for the items defined within this Statement of Work.

The CLIENT obligations include the following:

1. Complete payment for services performed and expenses incurred prior to termination including:
 - a. Any amount previously invoiced but unpaid.
 - b. Fees for services performed through termination date which have not been invoiced; and
 - c. Any approved Travel and Living costs incurred.

If HARRIS terminates this Statement of Work without cause, then it shall:

1. Provide notice of 10 calendar days for termination without cause.
2. Refund to the CLIENT any fees that have not been earned under this Statement of Work through the termination date.

Under no circumstances shall HARRIS be liable for any special, indirect, consequential, punitive, or incidental damages of any kind, including but not limited to loss of revenue, loss of profits, loss of business opportunity, loss of data arising out of or in connection with this scope statement, even if HARRIS has been advised of the possibility of such damages. In any event, HARRIS shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by HARRIS under this Statement of Work.

Appendix A: Incident Priority Definitions

HARRIS and CLIENT agree to use the following priority definitions when prioritizing incidents logged during the project.

Priority 1 – Critical

- System Down (Software Application, Hardware, Operating System, Database)
- Application errors without workarounds that prevent testers from testing.
- Incorrect calculation errors impacting a majority of data.
- Aborted postings or error messages preventing data integration and update.
- Performance issues of severe nature impacting critical processes
- Performance issues impacting critical processes.
- Critical incidents assigned back to CLIENT need to be validated within a business day.
- Data Security issues

Note: the existence of a reasonable work-around precludes a Priority 1 or Priority 2 issue in mostcases.

Priority 2 - High

- Application errors that have workarounds impacting business, but the workaround is eithercomplex or time consuming and significantly affects productivity after go-live.
- Calculation errors impacting a minority of records.
- Report generation failures impacting critical processes.
- Report calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- High Priority incidents assigned back to CLIENT need to be validated within 2- 3 business days.

Priority 3 – Medium

- Application errors/issues that have workarounds impacting business, but the workaround iseither complex or time consuming.
- Report formatting issues
- Issues with workarounds for large majority of accounts
- Some recommendations for enhancements on application changes
- Performance issues not impacting critical processes.
- Usability issues
- Medium Priority incidents assigned back to CLIENT need to be validated within 5 business days.

Appendix B: Change Control Process

The "Change Control Process" governs changes to the Project parameters (scope, schedule, budget, quality, risk) during the life of the Project. Change Orders can be requested by HARRIS or CLIENT; however, all Change Orders must be approved in writing by both HARRIS and CLIENT before any changes are formally accepted into the project.

No Change Order shall become effective unless mutually agreed to in writing by both parties. No work, other than estimating, will be performed on a Change Order by HARRIS until sign off has been obtained by the parties. There will not be fees charged by HARRIS to provide estimates for Change Orders.

To effectively control changes to the project, HARRIS uses an industry standard Change Control process to assess all impacts of a potential project change. The Change Control process is described below:

Change Request Submission

CLIENT and/or HARRIS identify a need for a change to the project and submit a request. It is expected that the party raising the request will provide as much relevant information as possible at the time of raising the request to support proper impact assessment activities.

Such a request must be in writing and identify the business and other reasons for the requested change and the impact it would have if the change were agreed upon, which may include Budget, Deliverables, Milestone Payments, Schedule, Risks, and Resources.

Change Request Assessment

HARRIS and CLIENT Project Managers will assess the potential change and the impact on budget, schedule, quality, resources, and risks. Where applicable, options will be defined and documented.

Change Order (document)

The HARRIS Project Manager will prepare a formal Change Order document and submit it to CLIENT for review. The Change Order document will contain at a minimum:

- Business reason/justification for the change
- Detailed description of the change
- Impact assessment of the change
- Any payment milestone revisions impacted by the change (projected billing dates and invoice amounts)
- Project impacts of not approving the change

Any Deliverables that have already been completed and accepted by the CLIENT that are subsequently altered because of a Change Order must be appropriately revised, pursuant to the Change Order, with the change number and date noted. An updated version of such a Deliverable will then be signed and stored with the project documentation.

CLIENT and HARRIS will review the Change Order for approval or rejection.

Change Order Review Period

After any request for a Change Order is made, the parties will have five (5) business days, or any additional, mutually agreed upon period, to consider the request (the "Change Order Review Period").

The Change Order Review Period will commence the day the Change Order request is received in writing by the party being asked for the Change Order. During the Change Order Review Period, HARRIS will provide the CLIENT with all information material to the requested Change Order, regardless of which party initiated the Change Order, including but not limited to any additional fees that would be incurred, the impacts on the relevant Deliverables, and any alteration of the MS Project Schedule that would result if the Change Order were agreed to. HARRIS will also, during the Change Order Review Period, provide a time and materials or a Fixed Price cost based on the CLIENT's desired pricing model.

During the Change Order Review Period, the CLIENT will provide HARRIS with any information reasonably requested by HARRIS to evaluate any Change Order requested by CLIENT.

Change Order Approval

If both the CLIENT and HARRIS agree to the change, all relevant terms shall be documented in the Change Order. Any charges not already specified in the Statement of Work, or which are different than those in this Statement of Work will be noted in the Change Order. Any additional services performed by HARRIS because of a Change Order will require the payment to HARRIS of additional fees as agreed.

Upon approval, CLIENT and HARRIS will sign the Change Order document and have the executed copy stored in the project document repository.

Change Order Rejection

If agreement on a requested Change Order does not occur by the end of the Change Order Review Period, the change order is considered rejected. At this point, either party may initiate the conflict resolution process set forth in this Statement of Work regarding the requested Change Order, unless the change solely regards a Deliverable that was completed and accepted before the request for the Change Order was made.

Change Request/Change Order Log

HARRIS will maintain an ongoing log of all Change Orders during the life of the project. This will be accessible to CLIENT.

Conflict Resolution Process

HARRIS recommends three levels for conflict escalation:

1. Project Managers to
2. Sponsors/Director to
3. Executive (VP, EVP, GM).

One representative from HARRIS and representatives from CLIENT are designated at each level. All issues must be in written form – providing details, impacts, and alternative resolutions. If the parties are unable to resolve a dispute through this informal process, then they will follow the formal Dispute Resolution process that is set forth in the Software Implementation Services Agreement.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Zoning Map Amendment 23-19 (City of High Point)	
FROM: Sushil Nepal, AICP Planning & Development Director	MEETING DATE: August 21, 2023
PUBLIC HEARING: Yes	ADVERTISED DATE/BY: August 9 & 16, 2023 Planning & Development
ATTACHMENTS: A. Staff Report B. Zoning Ordinances	

PURPOSE:

A request by the High Point City Council, as part of the Comprehensive Zoning Map Amendment Project, to rezone approximately 10.6 acres from a Planned Development – Limited (PDL) District to the Residential Single Family – 3 (R-3) District. The site is located at the northeast corner of W. Lexington Avenue and Wallburg-HighPoint Road.

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their July 25, 2023 public hearing. All members of the Commission were present, except for members Terry Venable and Ray Wheatley. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

There were no speakers in favor, nor in opposition to the request.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION/ACTION REQUESTED:

A. Staff Recommendation

Staff recommended **approval** of this request as outlined in the attached staff report.

B. Planning and Zoning Commission Action

1. The Planning and Zoning Commission recommended **approval** of this request, as recommended by staff, by a vote of 5-0 (*vote-count based on having two absent members and two vacant seats on the commission*).

2. Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 5-0 to **approve** the following statement:

That Zoning Map Amendment 23-19 is consistent with the City's adopted policy guidance because the request is supported by the Low-Density Residential land use classification of the Land Use Plan governing this portion of the City. Furthermore, the proposed R-3 District is reasonable as it will establish zoning that matches the surrounding zoning pattern of this area and removes an obsolete former zoning district for a project that was never developed.



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

**STAFF REPORT
ZONING MAP AMENDMENT ZA-23-19
July 25, 2023**

Request

A request by the High Point City Council to rezone two parcels, totaling approximately 10.6 acres, as part of Round 5 of the Comprehensive Zoning Map Amendment Project. The site is located at the northeast corner of W. Lexington Avenue and Wallburg-HighPoint Road.

Background

The purpose of the Comprehensive Zoning Map Amendment Project is to review and evaluate the zoning of land throughout the city, identify areas where the zoning is out of sync with the existing use of land or is inconsistent with current land use policy, and propose appropriate changes in zoning for those areas. The primary goal of the project is to remove improper or obsolete zoning districts that may be acting as a barrier to development. The Comprehensive Zoning Map Amendment Project was initiated in 2017. The City Council initiated this current fifth round of zoning evaluations, associated with this request, in January 2023.

Analysis

This tract of land was granted a Planned Development – Limited (PDL) District zoning in 2003 to facilitate construction of a 27-unit townhome development. After obtaining zoning approval, but prior to recording of the official Planned Development Master Plan, concerns were raised from an adjacent property owner as to stormwater runoff impacts from the proposed development. To maintain this area as open space, that adjacent property owner purchased this 10.6 acre tract of land in 2004.

This zoning request is intended to remove the outdated PDL zoning district, established in 2003, for a proposed development that never came to fruition. Staff recommends rezoning to remove the PDL District and replacing it with the R-3 District because:

1. It's been over 20 years since the site obtained zoning approval. No land development review (subdivision plans) has been submitted or permits issued.
2. The PDL District is an obsolete zoning category from the former Development Ordinance that was replaced in 2017.
3. The required planned development master plan, which was never officially recorded, did not include a stormwater control device. Based upon current State of North Carolina stormwater regulations, such a device would now be required and would completely alter the master plans layout for this site.
4. Finally, the proposed R-3 District matches the surrounding zoning pattern for this area.

Consistency with Adopted Policy Guidance

Whether and the extent to which the proposed conditional zoning district is appropriate for its proposed location, and is consistent with the City's adopted policy guidance.

This zoning map amendment is supported by the Low-Density Residential land use classification of the Land Use Plan governing this portion of the City.

Reasonableness/Public Interest:

Why a decision to approve, or to deny, the proposed conditional zoning would be reasonable and in the public interest.

The proposed R-3 District is reasonable as it will establish zoning that matches the surrounding zoning pattern of this area and removes an obsolete former zoning district for a project that was never developed.

Recommendations

Staff recommends rezoning this 10.6 acre tract of land, associated with 1504 W. Lexington Avenue and 5701 Wallburg-High Point Road, to the R-3 District.

Required Action

Planning and Zoning Commission:

Upon making its recommendation, the Planning and Zoning Commission must place in the official record a statement of consistency with the City's Land Use Plan, and any other officially adopted plan that may be applicable. This may be done by adopting the statement(s) as written in this report or with any additions or changes as agreed upon by the Commission, or, if the Commission is in disagreement with the consistency statement(s) in this report, by adoption of its own statement.

City Council:

Upon rendering its decision in this case, the High Point City Council also must place in the official record a statement of consistency with the City's Land Use Plan and other plans as may be applicable. This may be done by adopting the statement(s) as written in this report, or with any additions or changes as agreed upon by the Council, or, if the Council is in disagreement with the consistency statement(s) in this report, by adoption of its own statement.

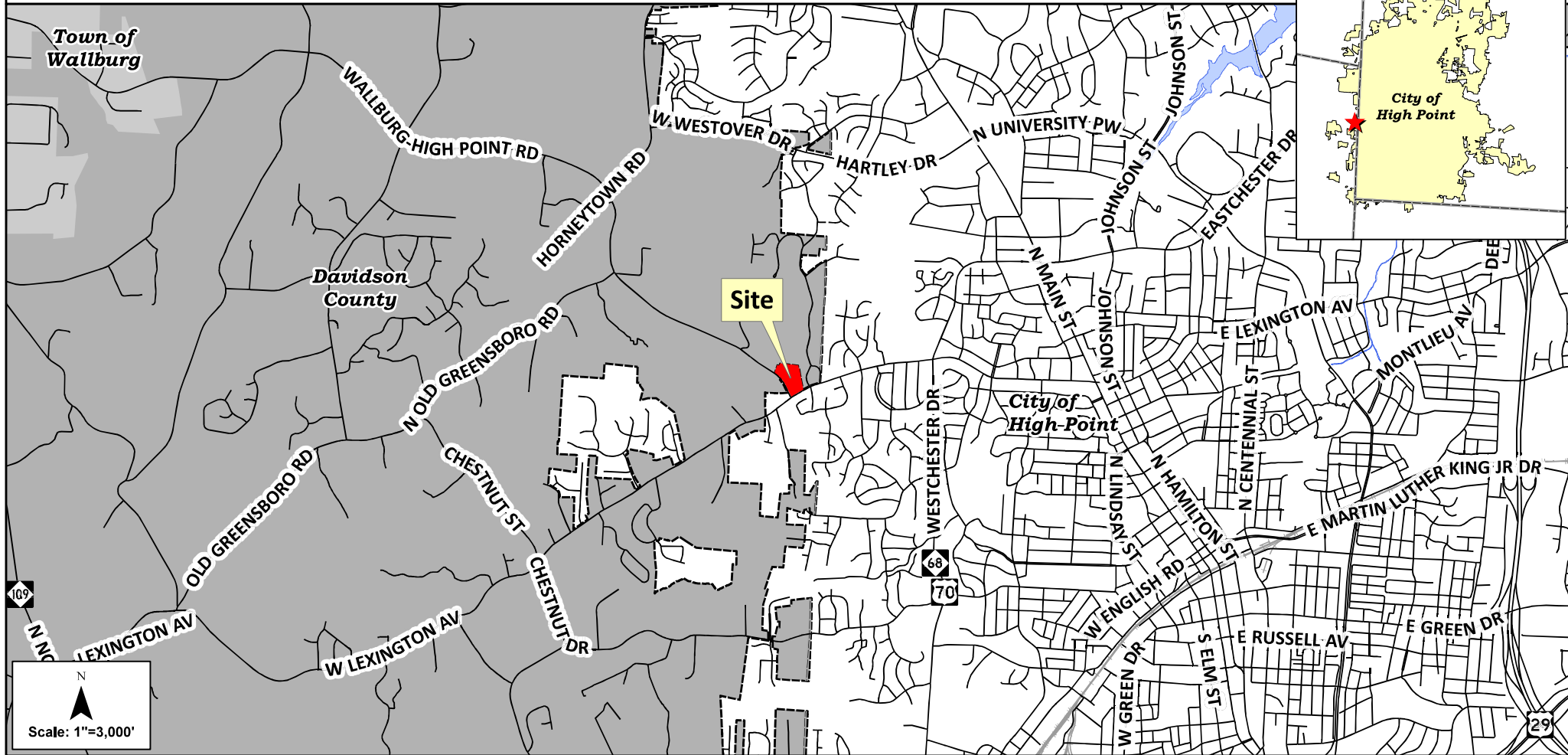
Report Preparation

This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Sushil Nepal AICP, Planning and Development Director.

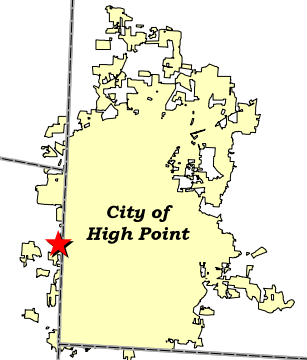
LOCATION MAP

ZONING MAP AMENDMENT: ZA-23-19

Applicant: City of High Point

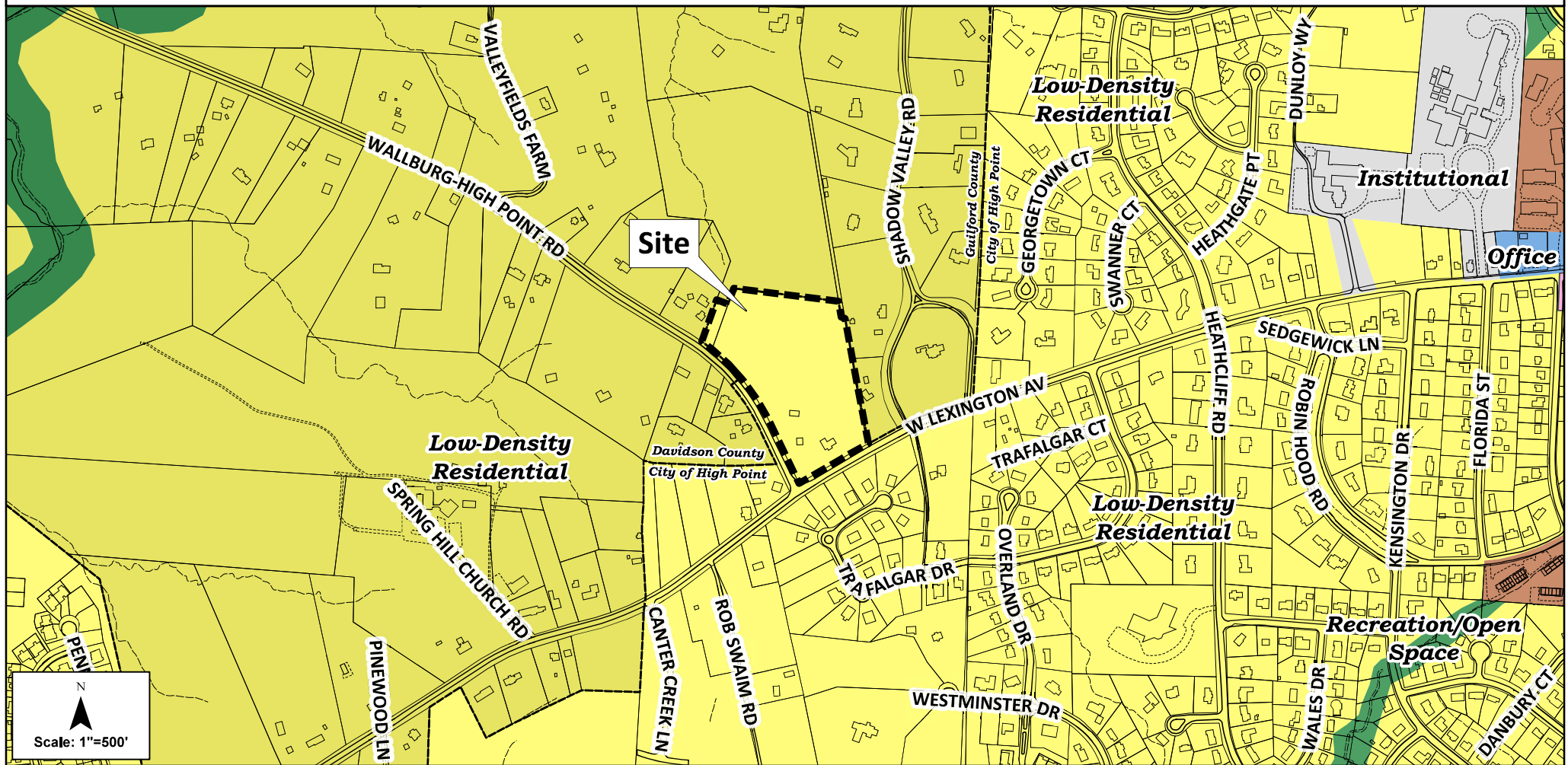


Vicinity Map



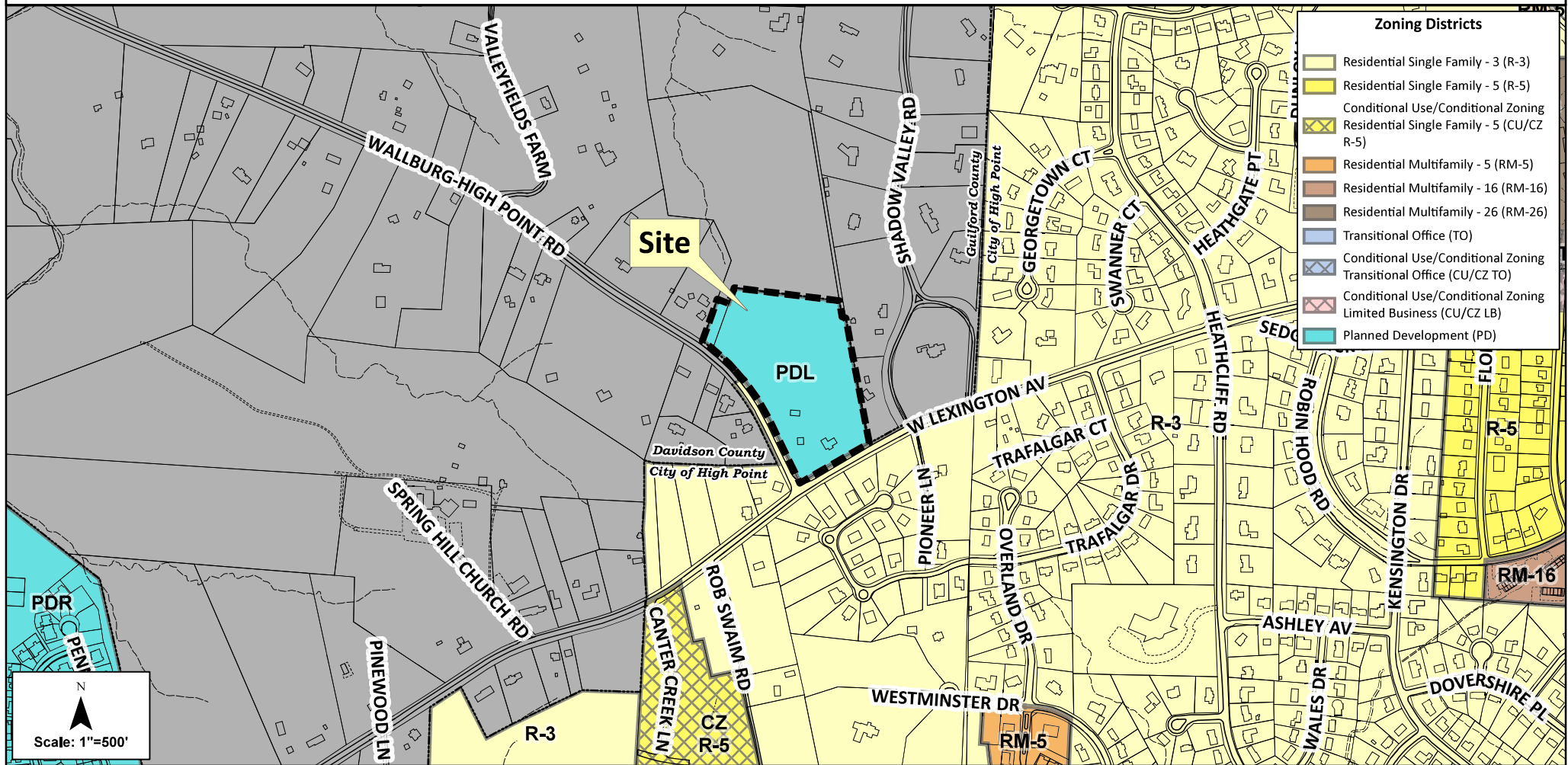
ZONING MAP AMENDMENT: ZA-23-19

LAND USE PLAN MAP



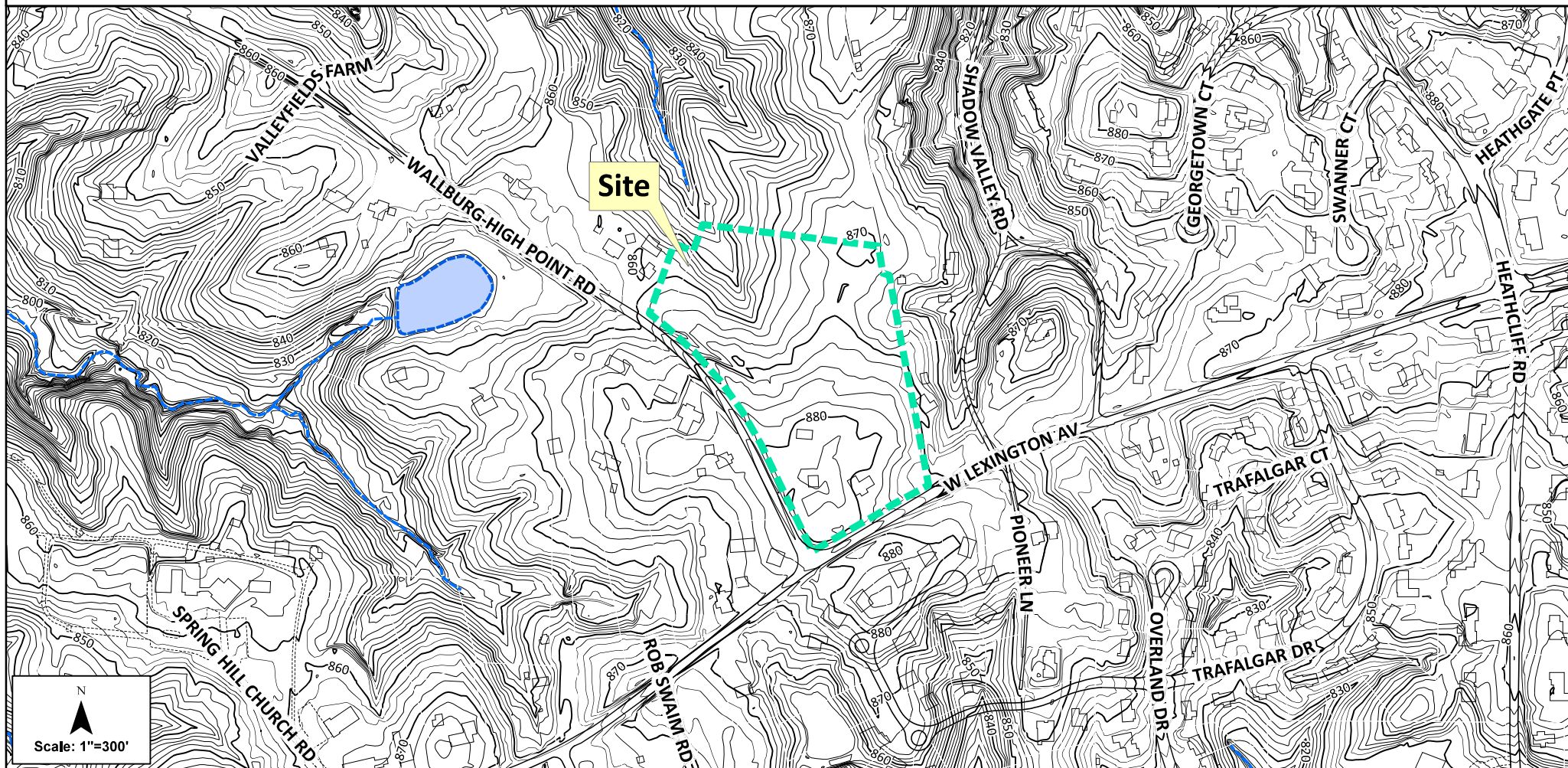
ZONING MAP AMENDMENT: ZA-23-19

COLOR-CODED ZONING MAP



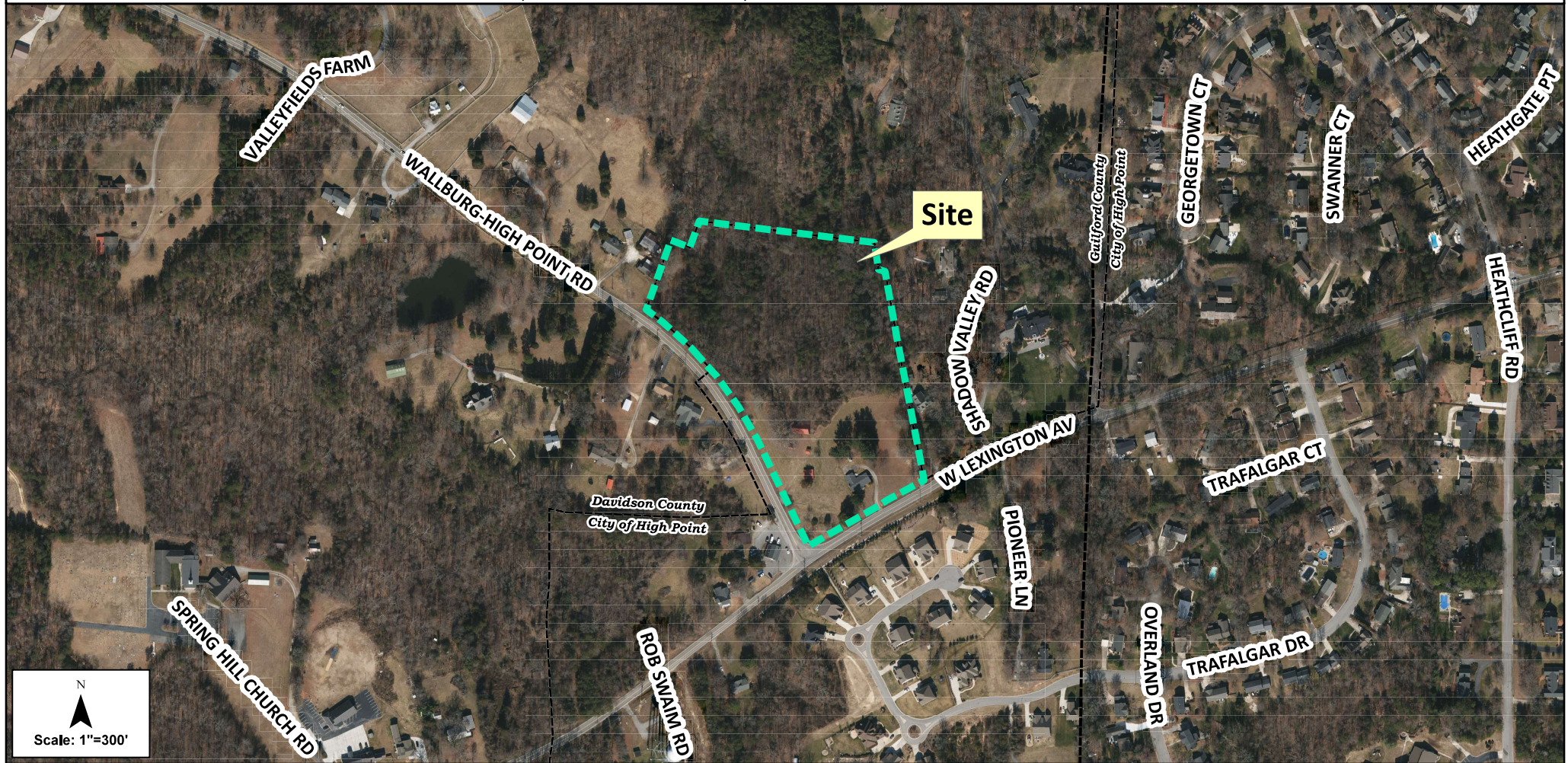
ZONING MAP AMENDMENT: ZA-23-19

TOPOGRAPHY



ZONING MAP AMENDMENT: ZA-23-19

AERIAL PHOTOGRAPHY (FEB. 2022)



AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.20, ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of the City of High Point adopted “The City of High Point Development Ordinance” on May 16, 2016 with an effective date of January 1, 2017, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on July 25, 2023 and before the City Council of the City of High Point on August 21, 2023 regarding **Zoning Map Amendment Case ZA-23-19 (ZA-22-19)** 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 July 15, 2023, for the Planning and Zoning Commission public hearing and on August 9, 2023 and August 16, 2023, for the City Council public hearing pursuant to Chapter 160D-602 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 **August 16, 2023**.

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 a: **Residential Single Family – 3 (R-3) District**. The property is approximately 10.6 acres, located at the northeast corner of W. Lexington Avenue and Wallburg-HighPoint Road. The zoning site is addressed as 1504 W. Lexington Avenue and 5701 Wallburg-High Point Road, and also Known as Davidson County Tax Parcels Parcel: 01-019-0-000-0050 and 01-019-0-000-0046-A

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.

Adopted by the City Council
City of High Point, North Carolina
The 21st day of August, 2023

By: _____
Jay W. Wagner, Mayor

ATTEST:

Sandra R. Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Sole Source Reclamite® Projects – 2023-2024	
FROM: Public Services Department	MEETING DATE: August 21, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Attachment 1 - Sole Source Request Form Attachment 2 - Appendixes with Sole Source Letters, Product Info and Maps	

PURPOSE: The purpose of this Sole Source Request for Pavement Technology, Inc, will consist of applying Reclamite® Asphalt Rejuvenator to approximately 249,155 square yards of roadway at various locations within the City of High Point during the Fiscal Year 2023-2024 timeframe.

BACKGROUND: Pavement Technology, Inc. is the sole source applicator and supplier of Reclamite® Asphalt Rejuvenator in the State of North Carolina. Reclamite® is a maltene-based cationic petroleum emulsion formulated to maximize and maintain high road ratings and extend the service life of asphalt pavement.

Specific roads were selected for this application, targeting recently paved roads within the last 3-4 years. Reclamite® Asphalt Rejuvenator penetrates, rejuvenates, and seals the surface of the asphalt. It prevents asphalt roadway raveling, counter-acts compaction issues, reduces permeability, and prevents moisture intrusion into the road subgrade.

BUDGET IMPACT: Funding is available in the FY 2023-2024 budget.

RECOMMENDATION/ACTION REQUESTED: The Public Services Department recommends approval of this Sole Source request and that the appropriate City official and/or employee be authorized to execute all necessary documents to award the project to Pavement Technology, Inc. in the amount of \$294,002.90.



Financial Services

Purchasing Division



Requisition #

CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION FORM
(For Items Costing \$10,000.00 or More)
Statutory Reference N.C.G.S. 143-129(e)6

Vendor:

Item(s):

Justification:

Pavement Technology, Inc. is the sole source applicator and supplier of Reclamite® Asphalt Rejuvenator in the State of North Carolina.
Reclamite® is a maltene-based cationic petroleum emulsion formulated to maximize and maintain high road ratings and extend the service life of asphalt pavement.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Robby Stone
Date: 2023.08.07 15:48:06 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E. Harmon
Date: 2023.08.07 16:12:49 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2023.08.08 08:52:46 -04'00'

City Council (\$30,000 – Up)

APPENDIXES

1. D&D Emulsions Sole Source Letter	1 Page
2. TRICOR Refining LLC Sole Source Applicator and Supplier	1 Page
3. Pavement Technology Inc. Cost Proposal	1 Page
4. Product Informational Brochures	3 Pages
5. Plans consisting of Overview Map, Quantities, and Enlarged Street Maps	15 Sheets



270 PARK AVENUE EAST
P. O. BOX 1706
MANSFIELD, OH 44901
ddemulsionsinc@outlook.com
Phone: 419-522-9440 fax: 419-522-8606

January 5, 2023

TO WHOM IT MAY CONCERN,

This is to inform you that Pavement Technology Inc. is our only licensed RECLAMITE® Application Contractor in the state of Ohio, Tennessee, North Carolina, South Carolina, Georgia, Florida, Maryland, Michigan, Pennsylvania, Virginia and West Virginia. They have served the Florida area since 1972.

They are authorized only as material applicators and are not authorized to re-sell the material to others.

D & D Emulsions, Inc. is a licensed manufacturer of RECLAMITE® for the Golden Bear Oil Company, now **Tricor Refining, LLC** serving the Eastern United States.


Charles Dawson
Vice President



1134 Manor St. • Oildale, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388
Phone 661.337.9979 – Email: johnnc@tricorrefining.com

February 21, 2023

Mr. Justin Gray
Public Services Manager
City of High Point
PO Box 230
High Point, NC 27261

This letter will confirm that Pavement Technology, Inc. with business address location at 24144 Detroit Road, Westlake, Ohio 44145 is the approved sole source applicator and supplier of Reclamite® asphalt rejuvenator in the State of North Carolina. D&D Emulsions, Inc., Mansfield, Ohio is the approved and authorized manufacturer of Reclamite® by Tricor Refining, LLC servicing your market area. Through D&D Emulsions, Inc. Tricor Refining, LLC supplies finished emulsion for application by Pavement Technology, Inc. There is not another source for Reclamite® to supply into North Carolina.

Tricor Refining, LLC maintains an authorized manufacturing network in North America and through this we supply to our approved product applicators. The reason for this is to control the emulsion quality and correct product application in each region. Pavement Technology, Inc. maintains and operates several crews which only apply Reclamite® asphalt rejuvenator.

Please let me know if you need further information or have other questions.

Respectfully,

Brett Towns
Marketing Manager
brettt@tricorrefining.com
530-4918251

Pavement Technology, Inc.

24144 Detroit Rd.
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895
Fax: 440-892-0953

August 3, 2023

Mr. Allan Hicks, PE
Public Services Department
City of High Point
PO Box 230
High Point, NC 27261

Dear Mr. Hicks:

We are pleased to offer our proposal to apply Reclamite® asphalt rejuvenator to various streets located in the City of High Point, NC.

<u>Estimated Square Yards</u>	<u>Amount</u>
249,155	\$294,002.90

Our unit price of \$1.18 per square yard is inclusive of traffic control, notification of residents and all labor and material necessary to complete the work.

Actual field measurements will determine final quantities.

Thank you for your interest in pavement preservation with Reclamite®.

Sincerely,



Ken Holton
kholtan@pavetechinc.com



P.O. Box 5877
Bakersfield, CA 9338

661.393.7110

RECLAMITE®

Asphalt Pavement Rejuvenator

Reclamite® Benefits:

- Delays the aging process
- Reverses aging
- Stops premature aging - reverses oxidation
- Waterproofs and seals
- Restores the components of asphalt
- Less than 1/3 to 1/2 the cost of other wear course seals.

Reclamite® is a maltene-based cationic petroleum emulsion formulated to maximize and maintain high road ratings and extend the service life of your asphalt pavement, while conserving your maintenance budget.

Reclamite® restores maltenes, the components of asphalt lost in the aging process, and improves the durability of the pavement near the surface where deterioration begins. Pavements in good profile, but exhibiting signs of aging—hairline cracking, raveling and pitting—will benefit from a Reclamite® application, as will pavements with segregation issues.

Reclamite® assists in adjusting the rheology of asphalt binder by increasing penetration values and decreasing viscosity and corresponding DSR (Dynamic Shear Rheometer) values.

Formulated from a single sourced naphthenic crude base, Reclamite® has a high natural solvency ability, co-mingling and fluxing with the asphalt binder to restore the asphalt/aggregate bond. It is a 100% petroleum rejuvenator base containing 0% asphalt.

Reclamite® has a proven 50-year history of use with national and international distribution. When used in pavement maintenance programs, application is usually on a 4 to 6 year basis. Product cost is generally 1/3 to 1/2 of conventional wear course treatments.

Reclamite® is used to extend pavement life at the top of the maintenance curve, pushing that curve as long as possible before more expensive wear course seals such as scrub seal, chip seal, slurry and cape seals are required.

Please contact your Tricor distributor for more information or visit tricorrefining.com to learn more about our products.



Reclamite® Petroleum Maltene-Based Rejuvenating Agent

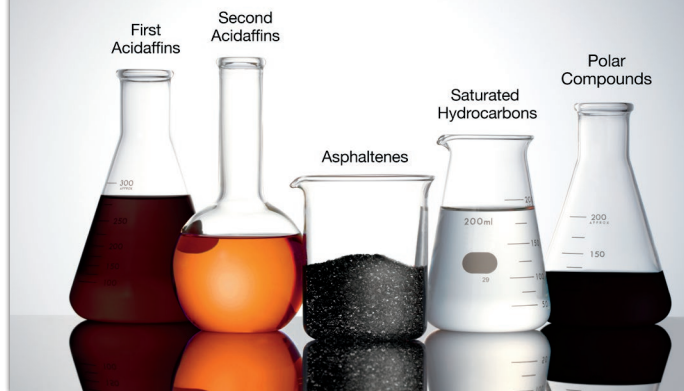
► What is Reclamite?

According to the National Center for Pavement Preservation “a true asphalt rejuvenator is a maltene-based petroleum product which has the ability to absorb or penetrate into an asphaltic concrete pavement and restore those reactive components (maltenes) that have been lost from the asphalt cement binder due to the natural process of oxidation.”

Reclamite comprises the same maltene fractions as the asphalt binder. Reclamite is refined from a naphthenic (wax free) base that seals and preserves the surface “in-depth”.



Components of Asphalt.



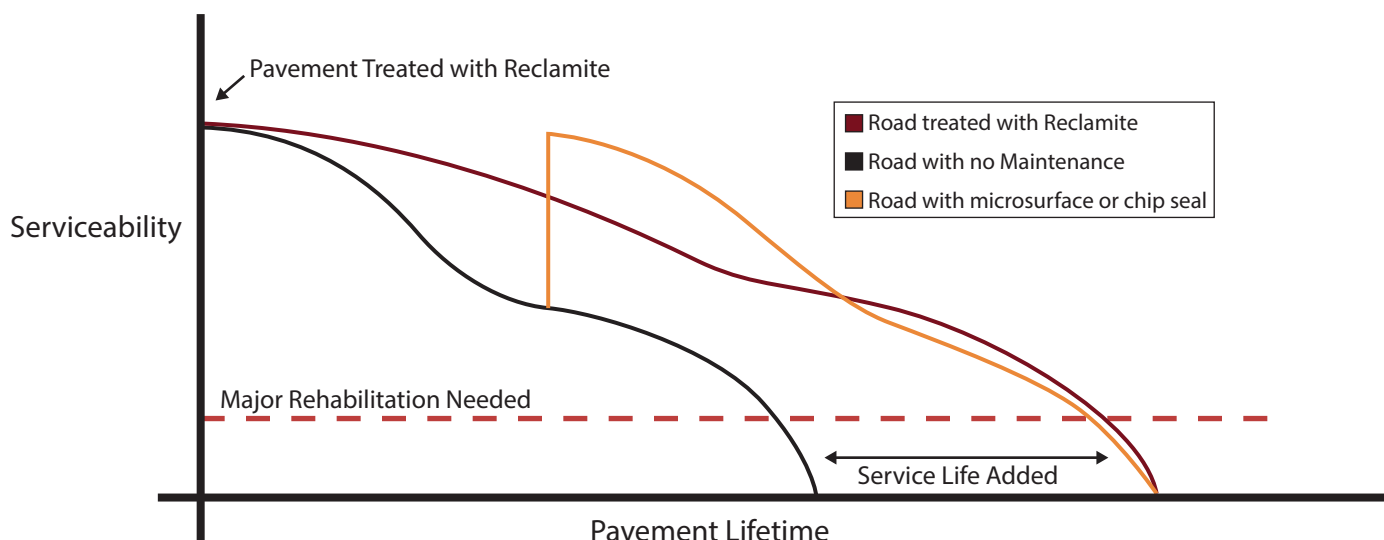
► When should Reclamite be used?

Reclamite is a “top-of-the-curve” application. Apply to newer pavement (less than six years old in northern climates, less than ten years old in southern climates) that shows minimal signs of surface deterioration.

► How does it work?

Reclamite has been used for more than 50 years and is proven to add 5-7 years service life to pavements. It penetrates, rejuvenates and seals the surface by replenishing the lost maltene fraction in the asphalt binder. Maltene is necessary to make the surface durable and flexible. Reclamite fluxes with the asphalt binder, restoring the aggregate/asphalt bond.

Reclamite prevents raveling and stripping and, by densifying the pavement’s surface, it helps address compaction issues, reduces surface permeability, and prevents air and moisture intrusion. It adjusts viscosity and penetration values. It does not contain degreasers, solvents or creosotes.



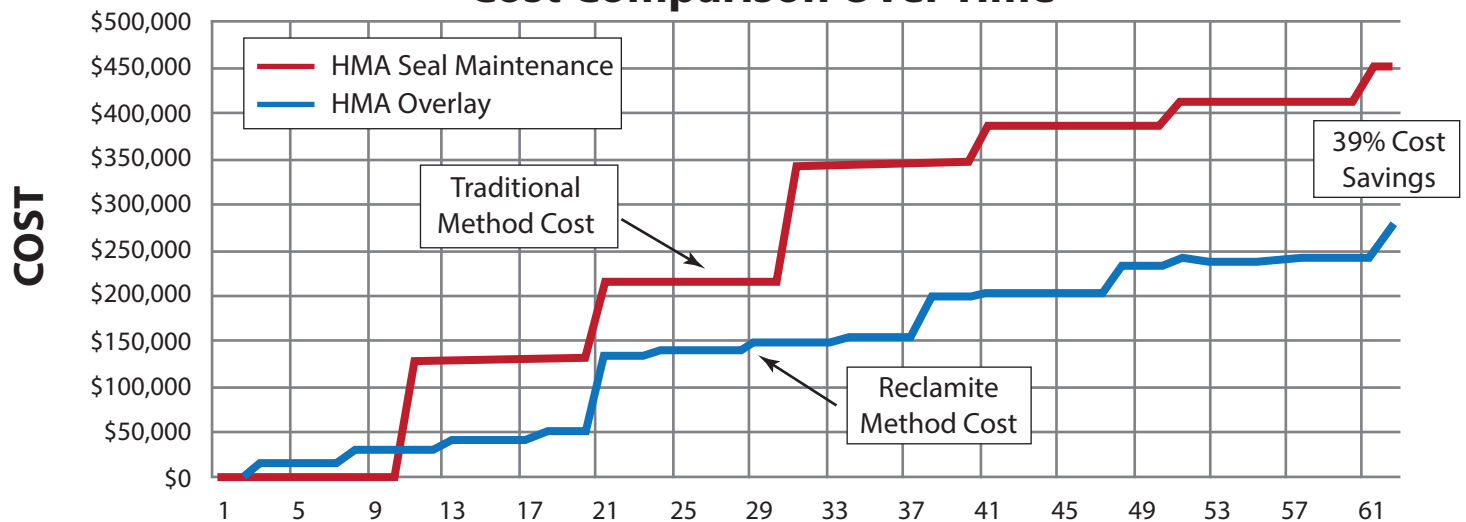
► How is Reclamite applied?

Reclamite is sprayed like a fog seal. The emulsion is diluted with water to 60 percent Reclamite. Application rates average between .05-.08 gallons per square yard. It is applied in one pass, has a 20-45 minute cure time and leaves no surface coating. Then a light coating of sand or limestone screenings is applied (1-2 pounds per square yard). The screenings are swept between 1-2 days after application. Striping is not compromised and remains visible throughout the application process.



Application of Reclamite

Cost Comparison Over Time



Source: Town of Avon, Indiana Preservation Study. Schneider Engineering Case Study
Presented at Purdue University www.youtube.com/watch?v=dYIDAA2Ey4k

AVON PASER AVG. 1999-2013

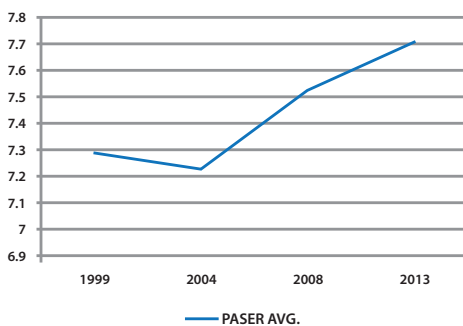
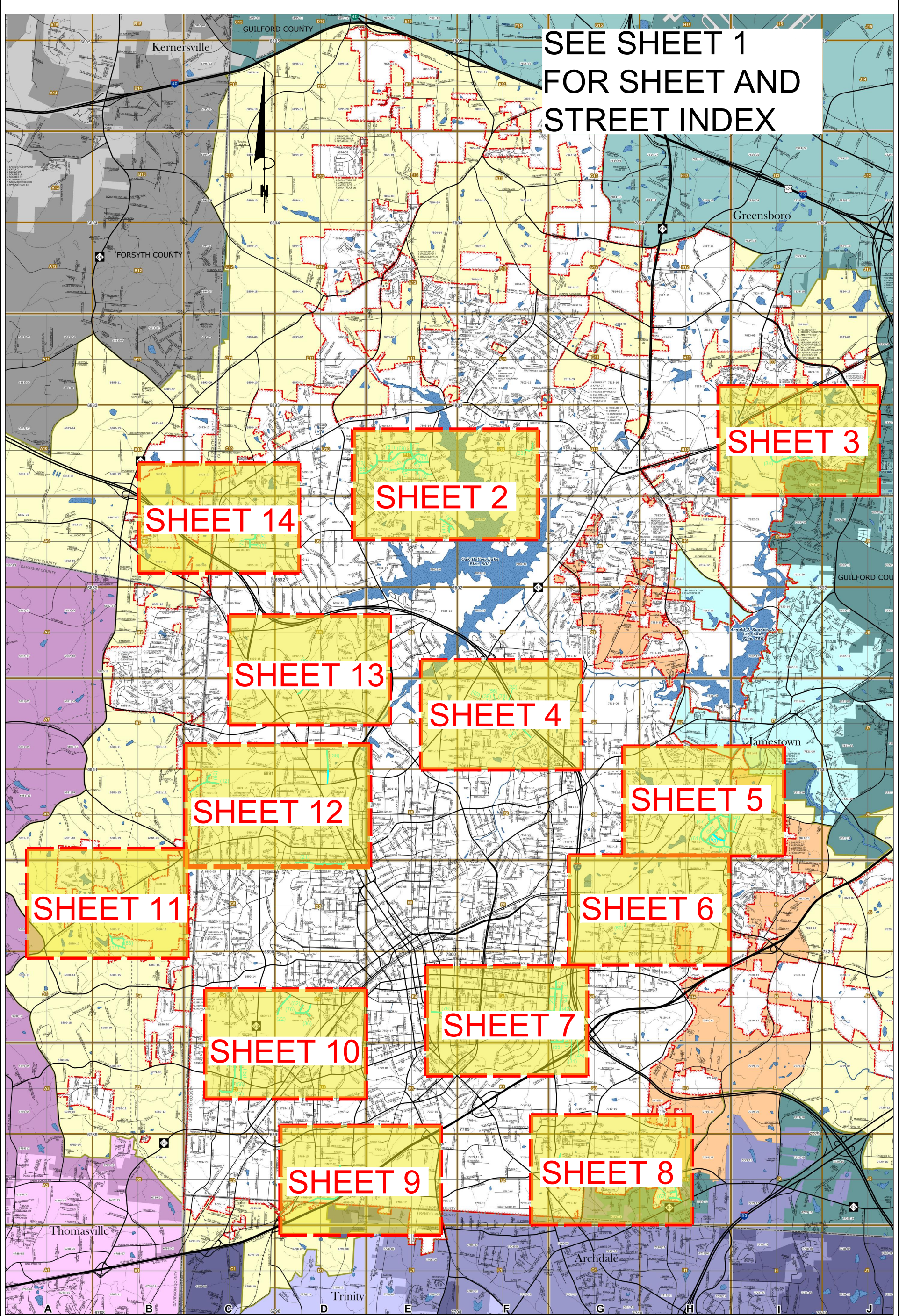


Chart shows average Paser ratings increasing after Reclamite program was initiated



Photo taken in November 2015



SEE SHEET 1
FOR SHEET AND
STREET INDEX

SHEET 3

SHEET 14

SHEET 2

SHEET 13

SHEET 4

SHEET 12

SHEET 5

SHEET 11

SHEET 6

SHEET 10

SHEET 7

SHEET 9

SHEET 8

 HIGH POINT NORTH CAROLINA'S INTERNATIONAL CITY	CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	PLAN DRAWINGS FOR RECLAMITE® PROJECTS - 2023-2024 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT – GUILFORD COUNTY – N.C.
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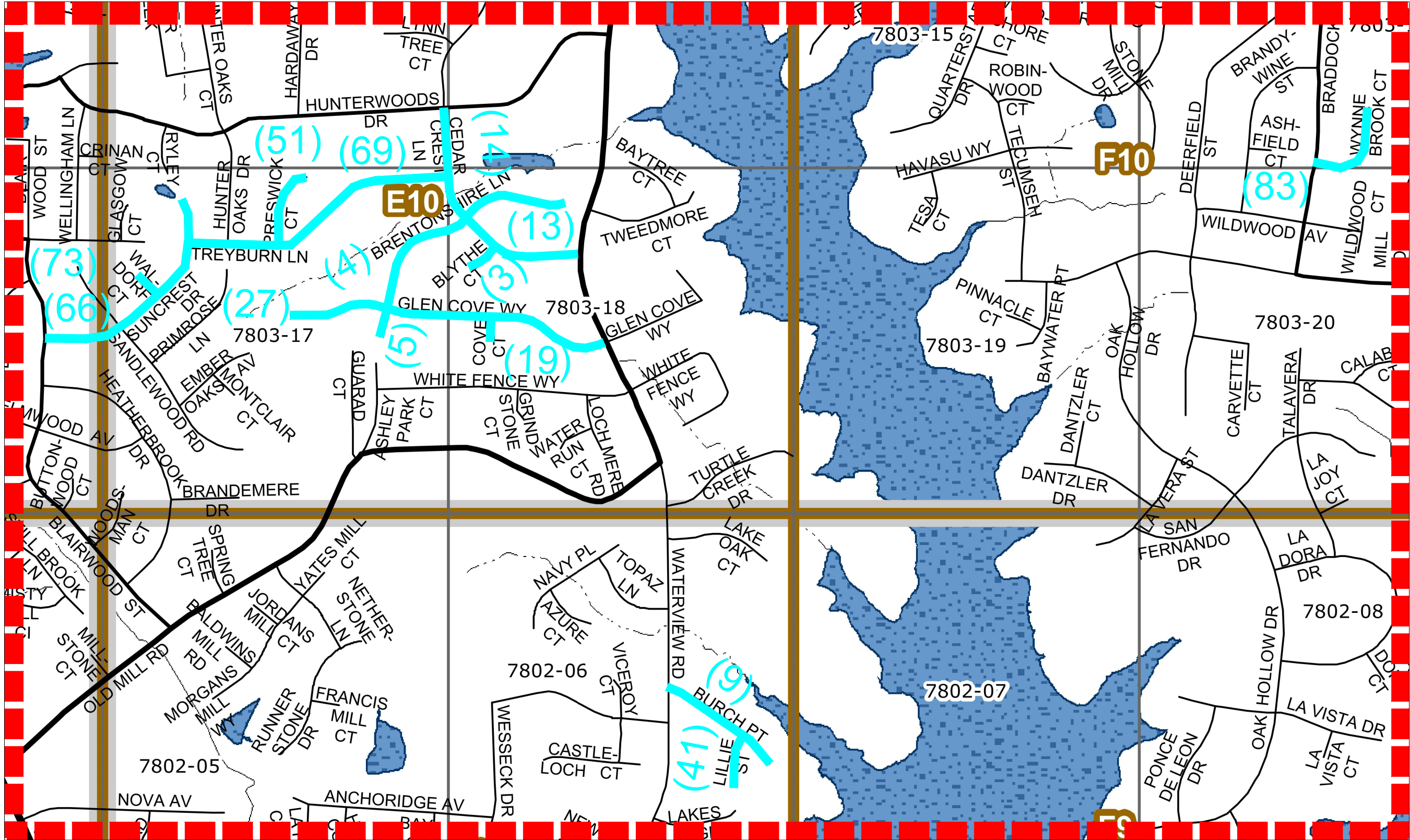
rev. 7/7/2023								
PLAN SHEET	MAP #	STREET	FROM	TO	CAD AREA SY	SPEED LIMIT	COMMENTS	GARBAGE COLLECTION DAY
2	3	Blythe Ct.	Cedar Crest Ln.	Cul De Sac	933	25	2020 Contract Resurfacing	Wednesday
2	4	Brentonshire Ln.	Glen Cove Wy.	Cul De Sac	5,346	25	2020 Contract Resurfacing	Wednesday
2	5	Brentonshire Ln.	Dead End	Glen Cove Wy.	572	25	2020 Contract Resurfacing	Wednesday
2	9	Burch Pt.	Waterview Rd.	Cul De Sac	2,687	25	2020 Contract Resurfacing	Wednesday
2	13	Cedar Crest Ln.	Waterview Rd.	Blythe Ct.	2,207	25	2020 Contract Resurfacing	Wednesday
2	14	Cedar Crest Ln.	Blythe Ct.	Hunterwoods Dr.	3,140	25	2020 Contract Resurfacing	Wednesday
2	19	Cove Ct.	Glen Cove Wy.	Cul De Sac	922	25	2020 Contract Resurfacing	Wednesday
2	27	Glen Cove Wy.	Waterview Rd.	Cul De Sac	7,313	25	2020 Contract Resurfacing	Wednesday
2	41	Lillie St.	Burch Pt.	Cul De Sac	967	25	2020 Contract Resurfacing	Wednesday
2	51	Preswick Ct.	Treyburn Ln.	Cul De Sac	2,281	25	2020 Contract Resurfacing	Wednesday
2	66	Suncrest Dr.	Blairwood St.	Cul De Sac	5,920	25	2020 Contract Resurfacing	Wednesday
2	69	Treyburn Ln.	Cedar Crest Ln.	Suncrest Dr.	6,056	25	2020 Contract Resurfacing	Wednesday
2	73	Waldorf Ct.	Suncrest Dr.	Cul De Sac	794	25	2020 Contract Resurfacing	Wednesday
2	83	Wynne Brook Ct.	Braddock Rd.	Cul De Sac	2,320	25	2020 Engineering Accepted Streets	Thursday
3	29	Hackney Wy.	Cul De Sac	Cul De Sac	4,588	25	2020 Contract Resurfacing	Thursday
3	34	Jamesford Dr.	Morris Farm Dr.	Akela Tr.	10,302	35	2020 Contract Resurfacing	Thursday
3	57	Setter Ct.	Worcester Pl.	Cul De Sac	1,800	25	2020 Contract Resurfacing	Thursday
3	79	Woodley Ct.	Worcester Pl.	Cul De Sac	813	25	2020 Contract Resurfacing	Thursday
3	81	Worcester Pl.	Cul De Sac	Jamesford Dr.	5,581	25	2020 Contract Resurfacing	Thursday
4	10	Candlewood Ct.	Stoneybrook Dr.	Cul De Sac	1,182	25	2019 Contract Resurfacing	Thursday
4	28	Guilmont Ct.	Stoneybrook Dr.	Cul De Sac	1,548	25	2019 Contract Resurfacing	Thursday
4	30	Hanover Ct.	Waynick St.	Cul De Sac	1,648	25	2019 Contract Resurfacing	Thursday
4	37	Kingwood Ct.	Stoneybrook Dr.	Cul De Sac	1,961	25	2019 Contract Resurfacing	Thursday
4	39	Knoll Ct.	Lassiter Dr.	Cul De Sac	856	25	2019 Contract Resurfacing	Thursday
4	40	Lassiter Dr.	Waynick St.	Guyer St.	4,593	25	2019 Contract Resurfacing	Thursday
4	56	Sandhurst Ct.	Waynick St.	Cul De Sac	1,325	25	2019 Contract Resurfacing	Thursday
4	64	Stoneybrook Ct.	Stoneybrook Dr.	Cul De Sac	1,016	25	2019 Contract Resurfacing	Thursday
4	65	Stoneybrook Dr.	Guyer St.	Cul De Sac	12,230	25	2019 Contract Resurfacing	Thursday
4	71	Valleywood Pl.	Lassiter Dr.	Guyer St.	2,296	25	2019 Contract Resurfacing	Thursday
4	74	Waynick St.	Bolingbroke Rd.	Cul De Sac	6,017	25	2019 Contract Resurfacing	Thursday
5	7	Brookview Ci.	Northridge Rd.	Edwards Pl.	4,552	25	2019 In House Resurfacing	Monday
5	23	Edwards Pl.	Pineburr Rd.	Dead End	2,780	25	2019 In House Resurfacing	Monday
5	47	Northridge Rd.	Brookview Ci.	Pruette Pl.	3,327	25	2019 In House Resurfacing	Monday
5	49	Pineburr Rd.	Valleybrook Dr.	Dillon Rd.	1,848	25	2019 In House Resurfacing	Monday
5	54	Rollingwood Rd.	Southridge Rd.	Valleybrook Dr.	2,927	25	2019 In House Resurfacing	Monday
5	61	Southridge Rd.	Pruette Pl.	Dillon Rd.	5,388	25	2019 In House Resurfacing	Monday
5	63	Spring Rd.	Rollingwood Rd.	Valleybrook Dr.	1,859	25	2019 In House Resurfacing	Monday
5	70	Valleybrook Dr.	Northridge Rd.	Southridge Rd.	5,632	25	2019 In House Resurfacing	Monday
6	20	Delaware Pl.	Kivlow Pl.	Avondale St.	1,489	25	2019 In House Resurfacing	Monday
6	50	Pomeroy Pl.	Delaware Pl.	Dead End	1,114	25	2019 In House Resurfacing	Monday
7	16	Clish Pl.	Brentwood St.	Manley St.	1,449	25	2019 In House Resurfacing	Monday
7	25	Garrison St.	Royal Pl.	Nathan Hunt Dr.	1,675	25	2019 In House Resurfacing	Monday
7	26	Garrison St.	Friends Av.	E Green Dr.	4,175	25	2019 In House Resurfacing	Monday
7	31	Hidden Creek Te.	Nathan Hunt Dr.	Dead End	811	25	2019 In House Resurfacing	Monday
7	42	Lowe Ave.	Brentwood St.	Dead End	2,231	25	2019 In House Resurfacing	Monday
7	43	Manley St.	Royal Pl.	Nathan Hunt Dr.	2,161	25	2019 In House Resurfacing	Monday
7	44	Manley St.	Lowe Ave	Dead End	4,328	25	2019 In House Resurfacing	Monday
7	45	Mossbrook Ci.	Dead End	Hidden Creek Te.	787	25	2019 In House Resurfacing	Monday
7	46	Nathan Hunt Dr.	Garrison	Dead End	2,569	25	2019 In House Resurfacing	Monday
7	55	Royal Pl.	Brentwood St.	Manley St.	1,242	25	2019 In House Resurfacing	Monday
7	78	Wise Ave.	Manning St.	S. University PW.	6,425	25	2019 Contract Resurfacing	Monday
8	15	Chambers St.	E. Fairfield Rd.	Wadsworth Ct.	1,863	25	2019 In House Resurfacing	Monday
8	32	Hughes Ct.	Dead End	Southpark Dr.	1,260	25	2019 In House Resurfacing	Monday
8	35	Joiner St.	E. Fairfield Rd.	Arthur Ave.	883	25	2019 In House Resurfacing	Monday
8	60	Southpark Dr.	E. Fairfield Rd.	Southtree Ln.	3,353	25	2019 In House Resurfacing	Monday
8	62	Southtree Ln.	Liberty Rd.	Dead End	2,206	25	2019 In House Resurfacing	Monday
8	67	Sunwood Ct.	Dead End	Southpark Dr.	1,045	25	2019 In House Resurfacing	Monday
8	68	Thomas St.	E. Fairfield Rd.	Bacon Ct.	1,146	25	2019 In House Resurfacing	Monday
9	2	Bethel Dr.	State Main. Line	Trinity Ave.	8,221	25	2019 Contract Resurfacing	Tuesday
10	22	Edgewood Dr.	Phillips Ave.	Dead End	4,110	25	2020 Contract Resurfacing	Tuesday
10	33	Irwin Ave.	Wright St.	Shady Ln.	601	25	2020 In House Resurfacing	Tuesday
10	36	Kings Arm Ct.	Williamsburg Te	Cul De Sac	1,124	25	2020 Contract Resurfacing	Tuesday
10	52	Raleigh Ct.	Williamsburg Te	Cul De Sac	1,602	25	2020 Contract Resurfacing	Tuesday
10	58	Shady Ln.	Vickers Ave.	Burton Ave.	1,448	25	2020 In House Resurfacing	Tuesday
10	59	Shady Ln.	Burton Ave.	Irwin Ave.	2,126	25	2020 In House Resurfacing	Tuesday
10	72	Vickers Ave.	South Rd.	Shady Ln.	1,528	25	2020 In House Resurfacing	Tuesday
10	76	Williamsburg Te	Phillips Ave.	Cul De Sac	3,227	25	2020 Contract Resurfacing	Tuesday
10	82	Wright St.	Irwin Av.	Burton Ave.	2,282	25	2020 In House Resurfacing	Tuesday
11	11	Canterbury Rd.	Windsor Dr.	Dead End	3,920	25	2020 Contract Resurfacing	Tuesday
11	53	Ridgeland Dr.	Canterbury Rd.	Cantebury Rd.	3,843	25	2020 Contract Resurfacing	Tuesday
12	12	Carolynndon Dr.	Shadow Valley Rd.	Dead End	4,130	25	2019 In House Resurfacing	Wednesday
12	21	Edgedale Dr.	Woodbrook Dr.	Hillcrest Dr.	9,021	25	2019 Contract Resurfacing	Tuesday & Wednesday
12	38	Kirkwood St.	Northpoint Ave.	Eastchester Dr.	5,791	25	2019 Contract Resurfacing	Wednesday
12	80	Woodymede Dr.	Carloynndon Dr.	Dead End	1,589	25	2019 In House Resurfacing	Wednesday
13	1	Avery Ave.	Old Winston Rd.	Dead End	4,878	25	2019 In House Resurfacing	Wednesday
13	24	First St.	Oakview Rd.	Avery Ave.	708	25	2019 In House Resurfacing	Wednesday
13	48	Pine Circle Dr.	Avery Ave.	285' South @ Church D/W	673	25	2019 In House Resurfacing	Wednesday
14	6	Bridlewood Ave.	Skeet Club Rd.	Cory Rd.	3,831	25	2019 In House Resurfacing	Wednesday
14	8	Buena Vista Ave.	Cory Rd.	Skeet Club Rd.	4,100	25	2019 In House Resurfacing	Wednesday
14	17	Cornmeal Co.	Wheat St.	Cul De Sac	1,385	25	2020 Engineering Accepted Streets	Wednesday
14	18	Cory Rd.	Bridlewood Ave.	Buena Vista Ave.	1,456	25	2019 In House Resurfacing	Wednesday
14	75	Wheat St.	Windmill Tr.	Old Mill Rd.	1,265	25	2020 Engineering Accepted Streets	Wednesday
14	77	Windmill Tr.	Cul-de-sac		2,875	25	2020 Engineering Accepted Streets	Wednesday
				1.5% Contingency	3,682			
				TOTAL SY	249,155			

SHEET NO.

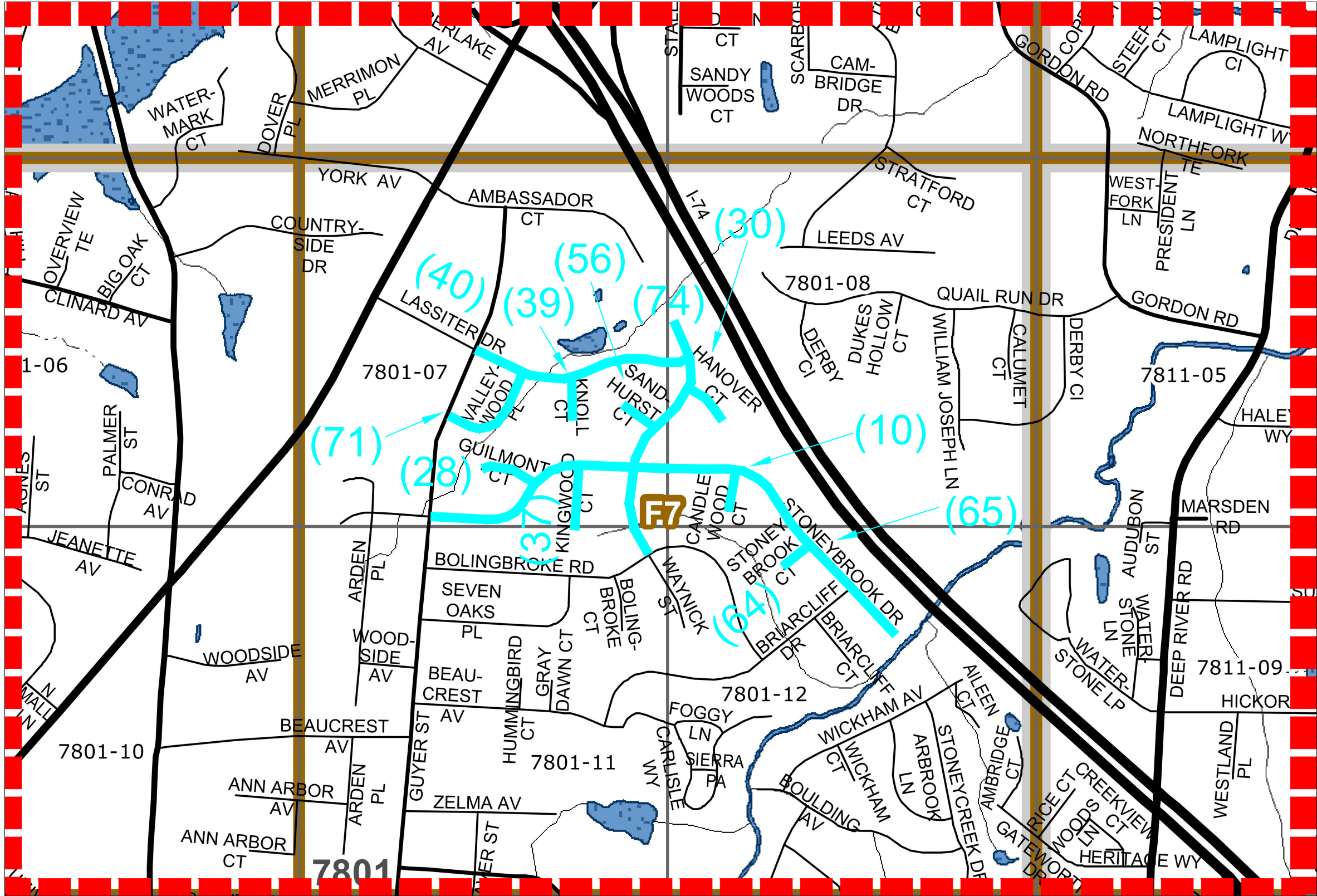
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OF 14

	CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	PLAN DRAWINGS FOR RECLAMITE® PROJECTS - 2023-2024 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT – GUILFORD COUNTY – N.C.
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 CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO: N/A						PLAN DRAWINGS FOR RECLAMITE® PROJECTS - 2023-2024 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT – GUILFORD COUNTY – N.C.	SHEET NO. 2	
	DATE JULY 2023							OF 14	
	DESIGNED CAH								
	DRAWN CAH								
	CHECKED .								
	SCALE NOT TO SCALE		BY		DESCRIPTION	DATE			

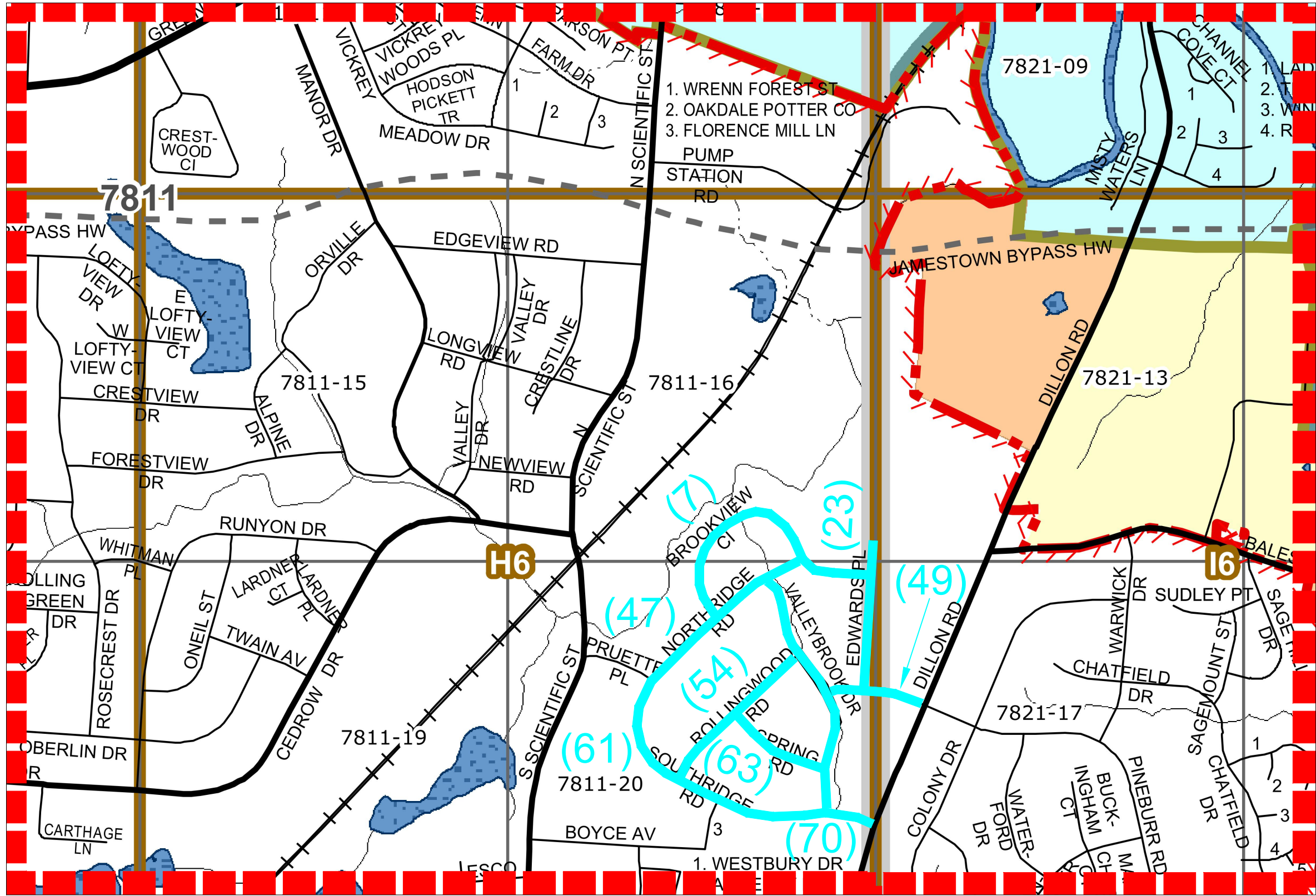


CITY OF HIGH POINT
PUBLIC SERVICES
DEPARTMENT
211 S. HAMILTON STREET
P.O. BOX 230
HIGH POINT, N.C. 27261
TELEPHONE (336) 883-3194
FAX (336) 883-4118

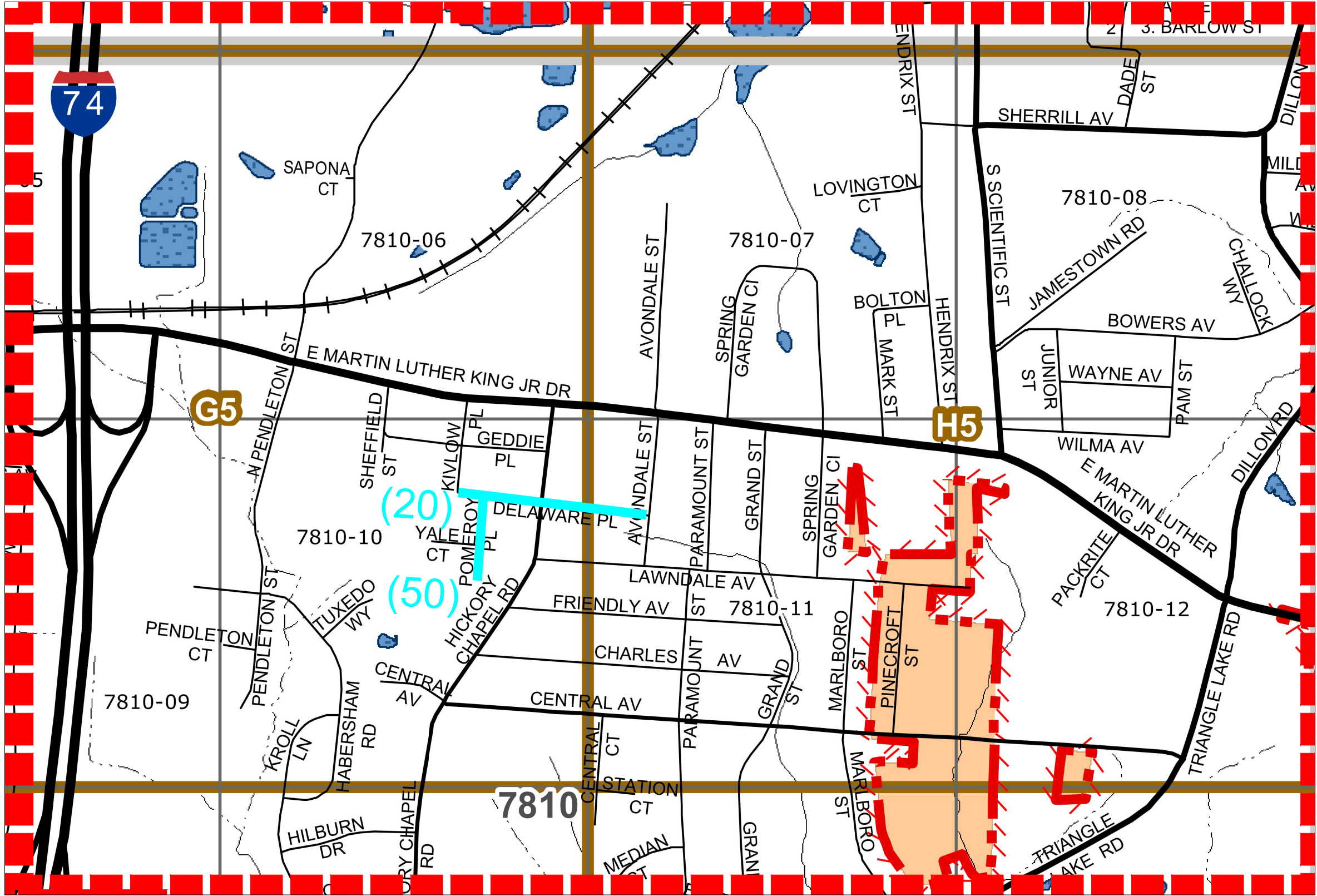
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PLAN DRAWINGS FOR
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CITY OF HIGH POINT
ROADWAY IMPROVEMENTS
HIGH POINT - GUILFORD COUNTY - N.C.

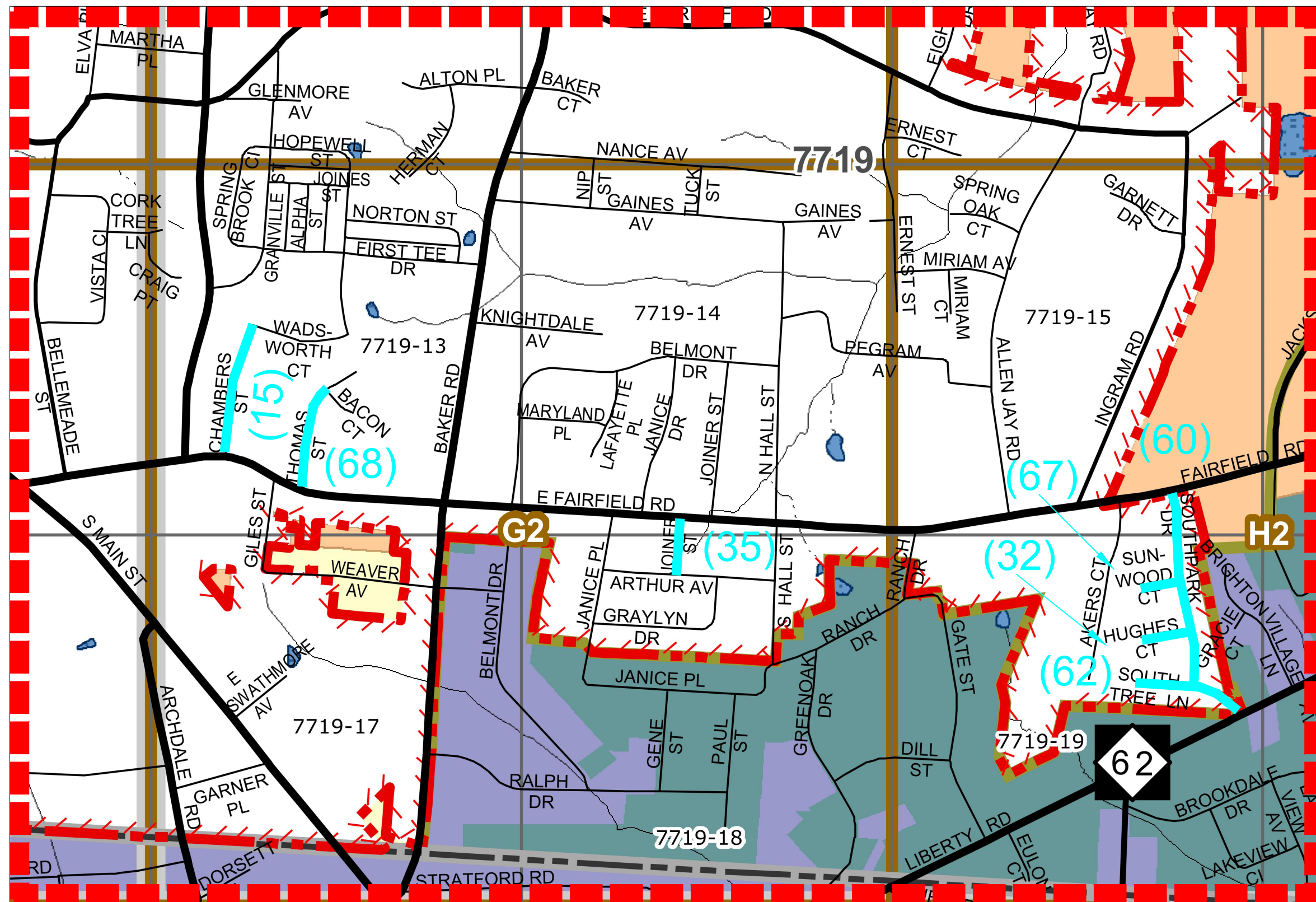
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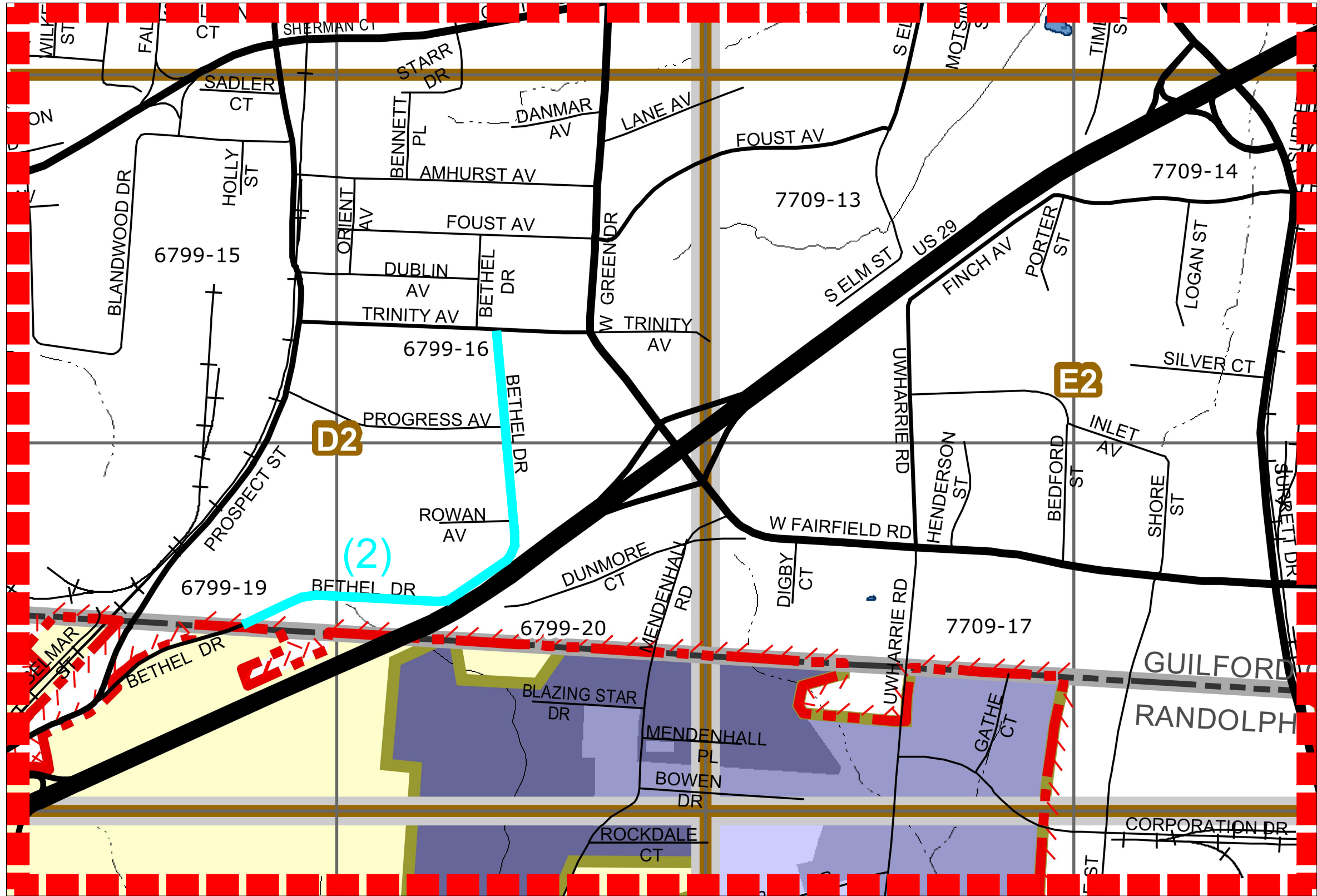
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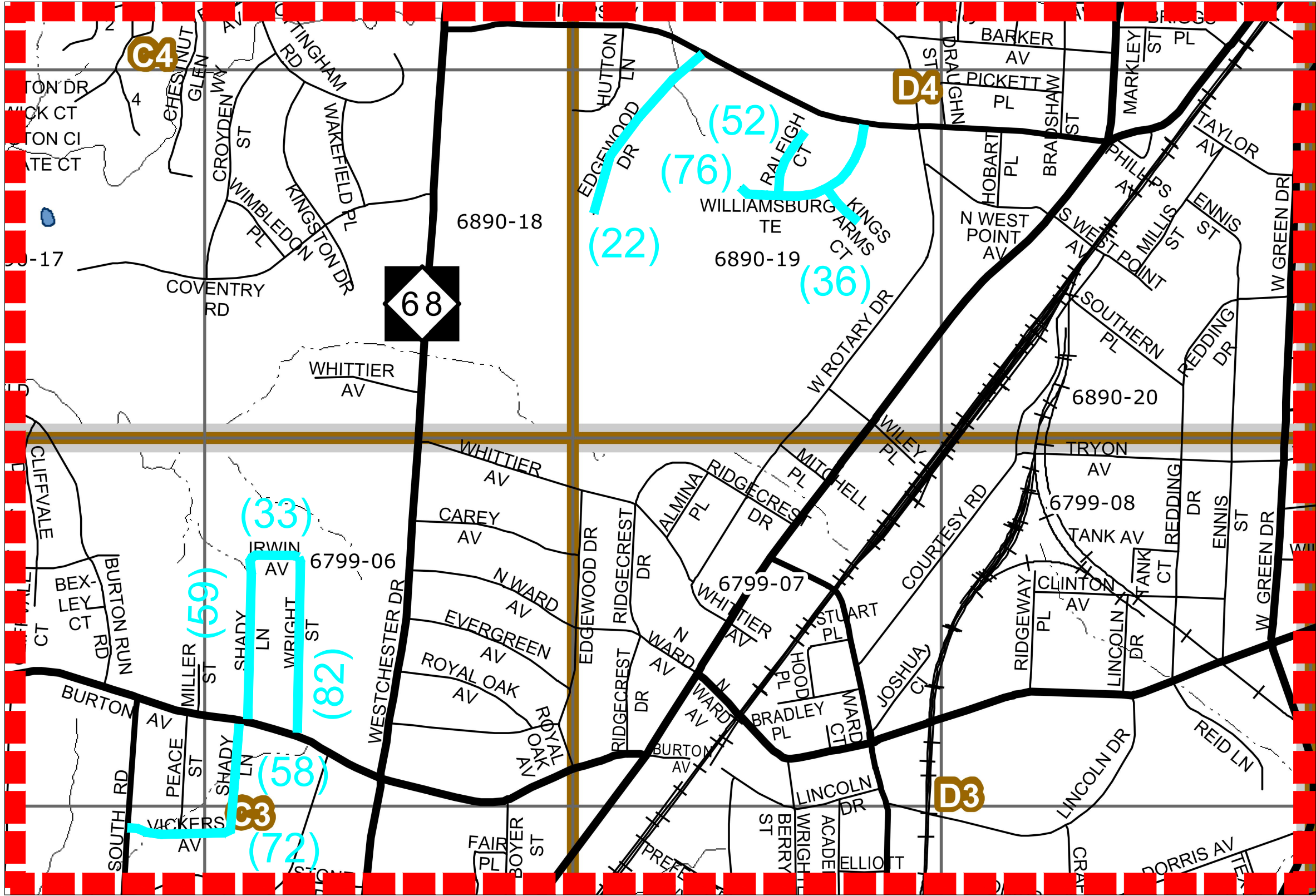
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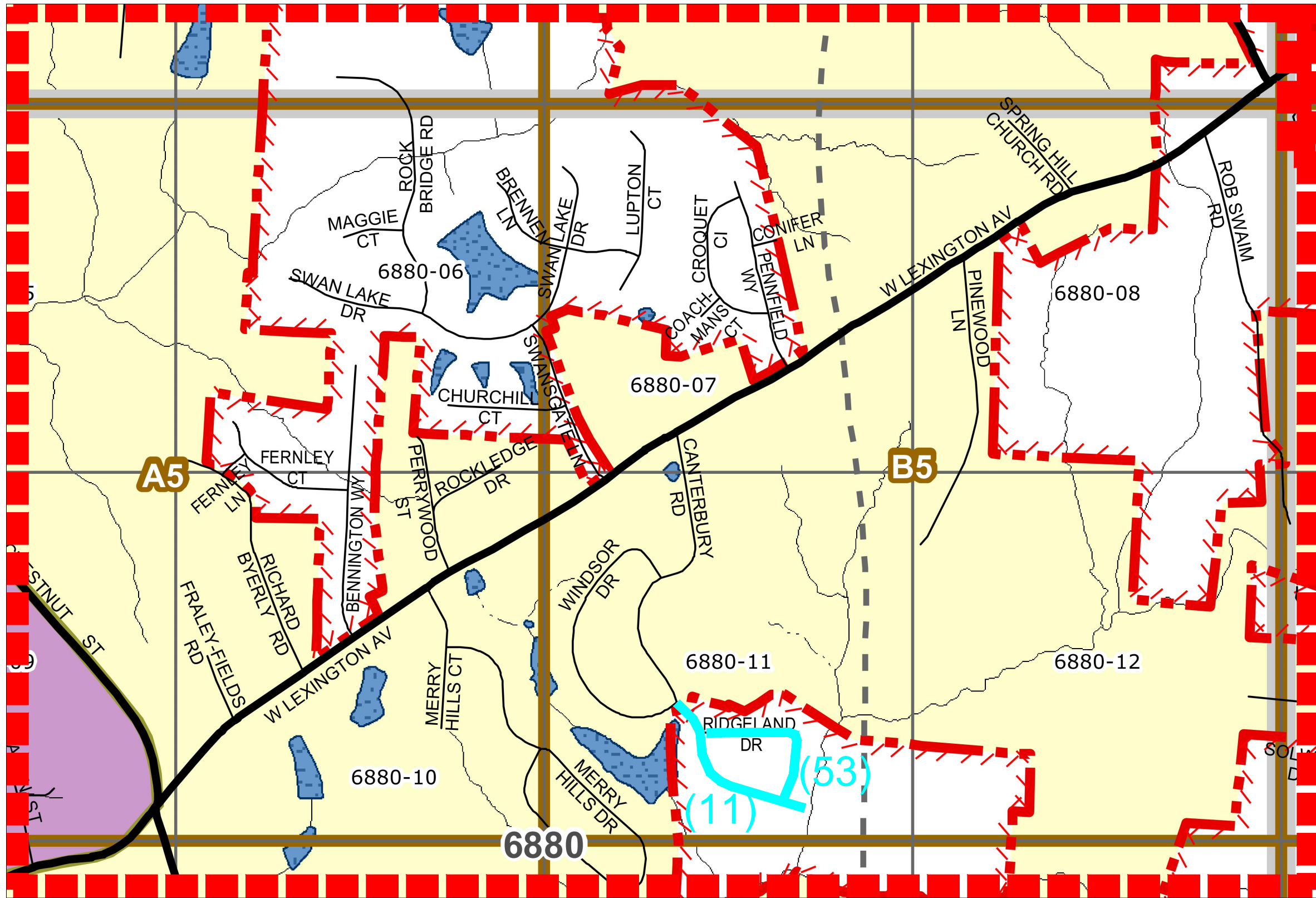
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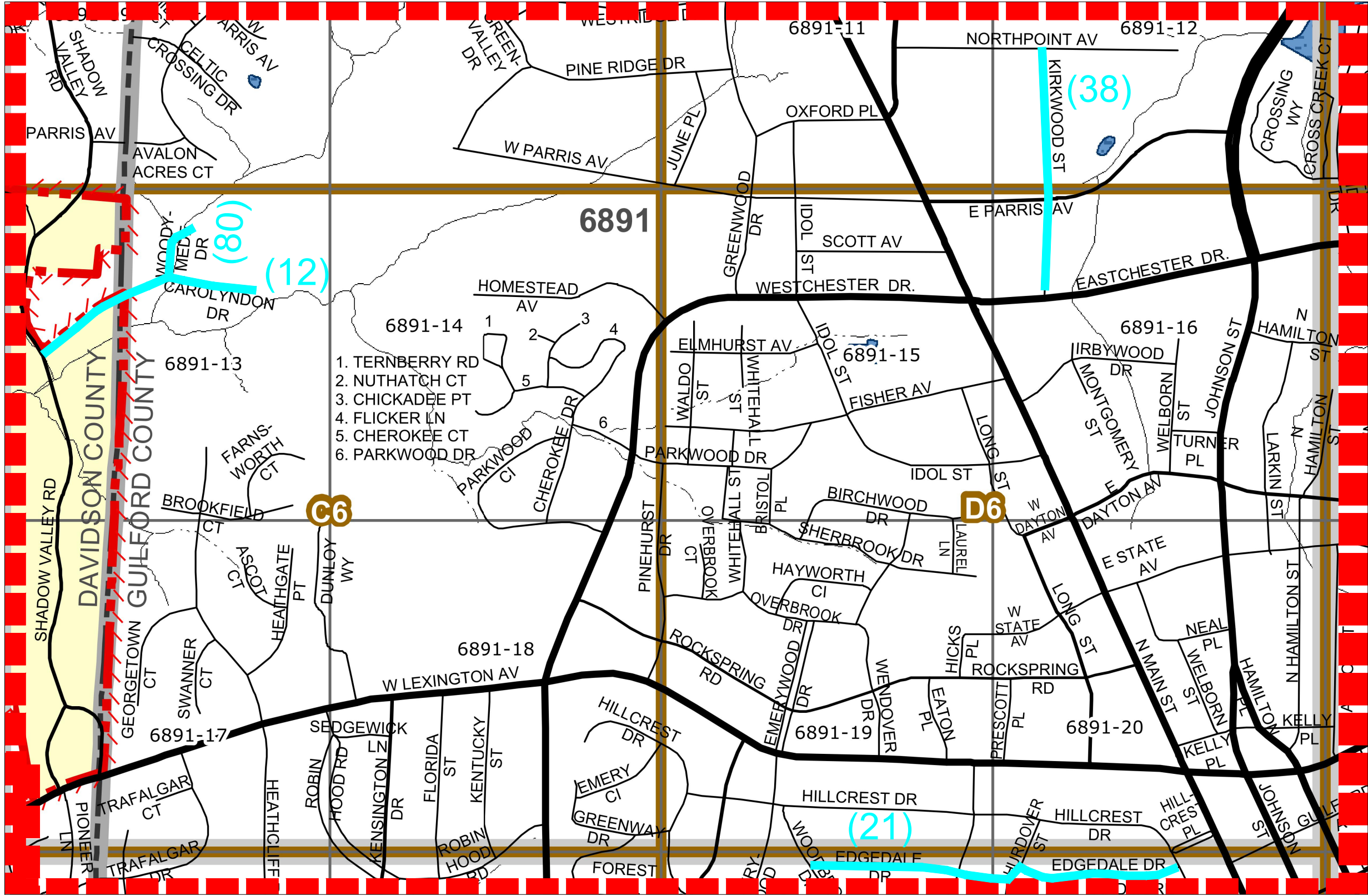
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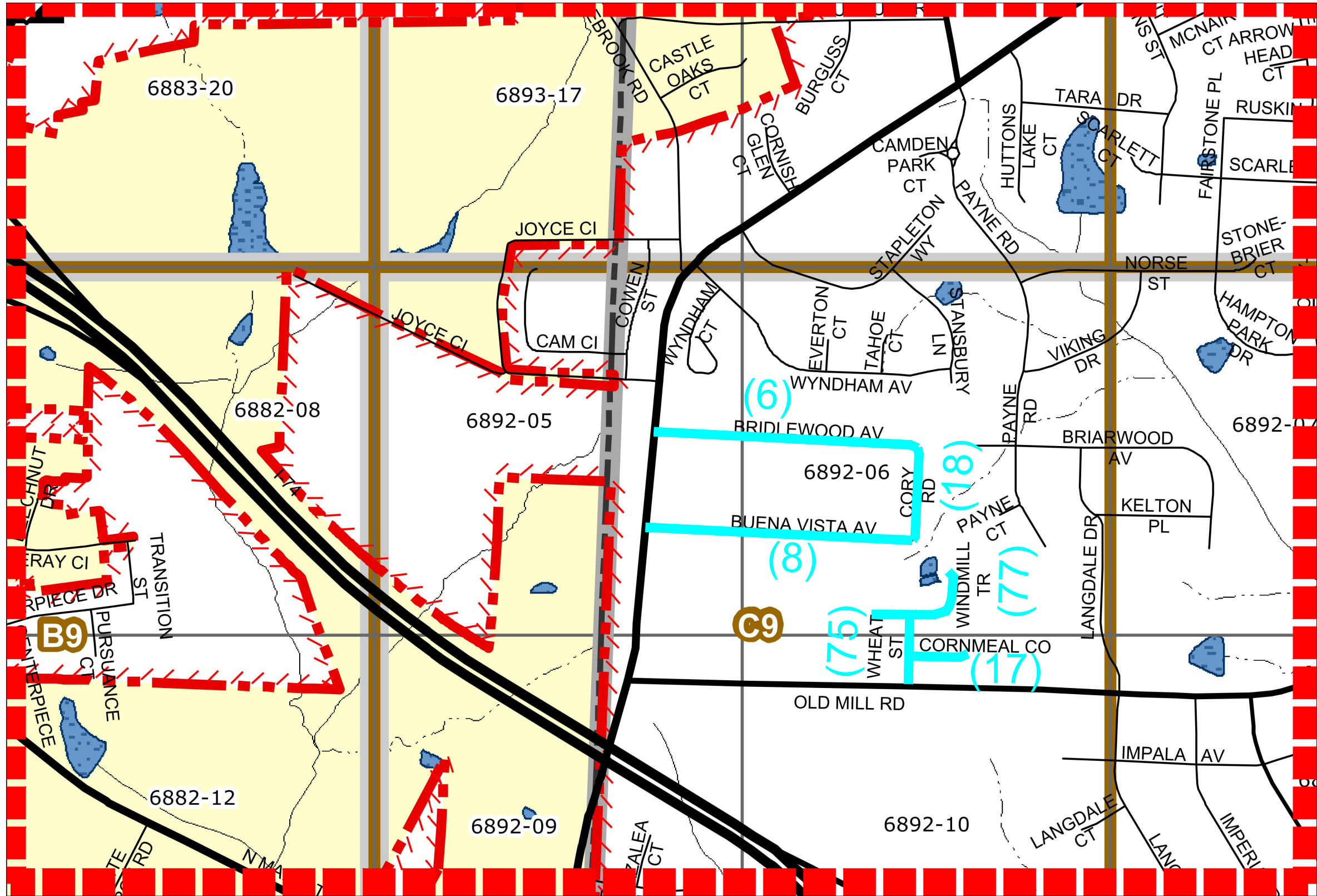
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CITY OF HIGH POINT

AGENDA ITEM



Title: Zoning Map Amendment 22-07
(Wynnefield Properties, Inc.)

From: Chris Andrews,
Interim Planning and Development Director

Meeting Date: May 2, 2022

Public Hearing: Yes

Advertising Date: April 20, 2022, and
April 27, 2022

Attachments: A. Staff Report
B. Zoning Ordinance

Advertised By: Planning & Development

PURPOSE:

A request by Wynnefield Forward, LLC to rezone approximately 2.1 acres from the Residential Single Family - 5 (R-5) District and the Office Institutional (OI) District to a Conditional Zoning Residential Multifamily - 26 (CZ RM-26) District. The site is located east of Carrick Street, between Sunset Drive and W. Ray Avenue.

BACKGROUND:

The Planning and Zoning Commission reviewed this request at its April 26, 2022 public hearing. All members of the Commission were present. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking on the request:

Speaking in favor of the request was the applicant, Mr. Craig Stone, President of Wynnefield Forward, LLC, 5614 Riverdale Drive, Jamestown. He provided an overview of the request to develop a multifamily use on this site and a summary of the neighborhood meeting that was held with surrounding property owners. At the conclusion of his presentation, he addressed questions from the Commission pertaining to onsite stormwater management and parking.

Speaking in opposition to the request were Mr. Greg Adzima, 800 W. Ray Avenue, Ms. Rhianna Swinney, 312 W. Ray Avenue, and Ms. Rachael Anderson and Mr. Cameron Ledbetter, 706 Delmont Street. These speakers noted the following concerns:

- Density of Development: Concern that the requested RM-26 zoning district is too intense of a development for this area. Recommend it be changed to RM-16.
- Parking: Based on the concept plan presented to the neighbors during their neighborhood meeting, there is concern that a sufficient number of parking spaces is not being provided.
- Stormwater: There is already stormwater runoff and flooding problems in this neighborhood. The request for a multifamily development will increase the flooding problems in this area.
- Traffic Impact: There is an existing problem with speeding and people using Sunset Drive as a cut through street. The proposed multifamily development will increase this problem.

The Commission asked staff to address the flooding concerns noted by the surrounding property owners. Mr. Shannon noted that N. Main Street is the ridge line for this area and stormwater drains from the N. Main

Street corridor westward to this area. Most of that area developed prior to current stormwater management regulations and the Public Services Department has been evaluating this issue to determine how to best address flooding concerns. As far as the applicant's zoning proposal, under the current stormwater management regulations they will be required to address any new impervious coverage impact and stormwater runoff from the site if they develop or grade more than one acre of land area. However, they are not responsible for addressing existing stormwater runoff from adjacent lands.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. Staff Recommendation

Staff recommended *approval* of this request as outlined in the attached staff report.

B. Planning and Zoning Commission Action

1. The Planning and Zoning Commission recommended *approval* of this request, as recommended by staff, by a vote of 9-0.

2. Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 9-0 to approve the following statement:

That Zoning Map Amendment 22-07 is consistent with the City's adopted policy guidance because the proposed RM-26 district zoning is supported by land use policies in the Community Growth Vision Statement, and the Land Use Plan, and the Core City Plan. Furthermore, the zoning request includes most of the western half of this block and is situated within a portion of the Core City Area where adopted policy guidance documents support office or higher density residential uses, to provide a wide range of housing opportunities.

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

**STAFF REPORT
ZONING MAP AMENDMENT ZA-22-07
April 26, 2022**

Request	
Applicant: Wynnefield Forward, LLC	Owners: Miranda Corporation Properties Rebecca Mangum Phillips, Irene Mangum Hyatt, Robin Mangum et al (C. Lassiter Power of Attorney) Raymond Wayne Chambers Living Trust and Faye D. Chambers Living Trust
Zoning Proposal: To rezone approximately 2.1 acres	From: R-5 Residential Single Family - 5 District OI Office Institutional District To: CZ RM-26 Conditional Zoning Residential Multifamily - 26 District
Notices: Applicant held a Citizen Information Meeting (Yes) As required by Section 2.3.6 (Notification) of the Development Ordinance, the Planning and Development Department provided published, mailed and posted notice of this public hearing.	

Site Information	
Location:	The site is located east of Carrick Street, between Sunset Drive and W. Ray Avenue.
Tax Parcel Number:	Guilford County Tax Parcels 188149, 188150, 188151, 188155, 188156, 188157, 188158, 188159, 188160 and 188163
Site Acreage:	Approximately 2.1 acres
Current Land Use:	Single family dwellings and undeveloped parcels.
Physical Characteristics:	The site has no noteworthy physical features.
Water and Sewer Proximity:	A 6-inch City water line and an 8-inch City sewer line lie adjacent to the site along Sunset Drive, Carrick Street and W. Ray Avenue.
General Drainage and Watershed:	The site drains in a southwesterly direction and is within the Yadkin Pee-Dee (non-water supply) watershed. Dependent upon development intensity, stormwater control measures may be required.
Overlay District:	Not applicable

Adjacent Property Zoning and Current Land Use			
North:	R-5	Residential Single Family - 5 District	Single family dwellings and medical office
	OI	Office Institutional District	
South:	OI	Office Institutional District	Medical office parking lot
East:	OI	Office Institutional District	Medical office
West:	R-5	Residential Single Family - 5 District	Single family dwellings

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement	The following goal and objectives of the Community Growth Vision Statement are relevant to this request: Goal #2: Improve High Point's older urban neighborhoods, while ensuring better future neighborhoods. Obj. 2B: Stabilize older neighborhoods by offering a range of new housing types, cost ranges, and both rental and purchase options, with an emphasis on affordable housing and neighborhood character. Obj. 2H: Redirect a portion of High Point's future residential growth to the Core City to revitalize the area.
Land Use Plan Map Classification:	This site has an Office land use designation. This classification includes professional, personal, and business service uses.
Land Use Plan Goals, Objectives & Policies:	The following goal and objectives of the Land Use Plan are relevant to this request: Goal #3: Provide a wide range of housing opportunities for families of all income levels. Obj. #3. Provide opportunities for an adequate supply of affordable housing at appropriate locations convenient to employment, shopping and service areas. Obj. #4. Protect the City's older, established neighborhoods, and promote their revitalization through needed infrastructure improvements and new residential investment; Obj. #8. Stimulate more efficient use of the City's land resources by encouraging in-fill, mixed-use, cluster development and higher residential densities at appropriate locations. Obj. #9. Where feasible and appropriate, provide a transition in land uses between more and less intensive land uses.
Relevant Area Plans:	<u>Hospital Area Development Assessment (HADA) 1996</u> The HADA plan designates this area as Office and the following goals and recommendations are relevant to this request: Goal - Establish appropriate land use boundaries which preserve the integrity of established residential neighborhoods while providing for the growth of needed medical facilities in an orderly fashion. Recommendations • Limit future office expansion west of Lindsay Street to sites designated in the HADA plan (i.e., to lands classified as Office by the Land Use Plan). Goal - Enhance the quality of housing and increase opportunities for homeownership. Recommendations: • Promote visual compatibility of all new residential and non-residential development, especially considering height, scale, and architectural features of the surrounding area. • When suitable, additional landscaping and buffering could be suggested during site plan review.

	<u>Core City Plan 2007</u> The following Core City policies are applicable to this case: • <u>Medical District</u>: The plan supports the accommodation of future growth of the medical district, but it also states that the edges should project an attractive face to the community. • <u>Residential District</u>: The residential district recommendations focus on enhancing the qualities of the neighborhoods that make them positive places to reside. The Core City’s residential areas should allow for a range of housing types at high to moderate densities. The higher density housing should be located closer to mixed use centers, the downtown area, parks, and key street corridors. Although housing types should include apartments, condominiums, townhouses, attached single-family dwellings and detached single-family houses, they should all be compatible with one another through design standards.
Zoning History:	<u>Zoning Map Amendment Case 02-09</u> – This application rezoned land to the south of this current zoning site, along the south side of W. Ray Avenue, from residential to the OI District. <u>Zoning Map Amendment Case 17-22</u> – This rezoning established the Mixed Use - Downtown (MX-D) District to support the stadium (Catalyst Project), which has spurred redevelopment of lands lying between N. Main Street and N. Lindsay Street, between Westwood Avenue and the railroad tracks.

Transportation Information				
Adjacent Streets:	Name		Classification	Approx. Frontage
	W. Ray Avenue		Local	250 ft.
	Sunset Drive		Local	335 ft.
	Carrick Street		Local	50 ft.
Vehicular Access:	Via driveway access from abutting streets.			
Traffic Counts: (Average Daily Trips)	The abutting streets are classified as “Local Street”. Due to limited traffic volumes, traffic counts are not typically conducted on local street.			
Estimated Trip Generation:	A 52-unit multifamily development is proposed and is anticipated to generate approximately 341 daily trips (during a 24-hour period), with approximately 24 AM peak-hour trips (6am – 9am) and approximately 31 PM peak-hour trips (4pm – 7pm).			
Traffic Impact Analysis (TIA):	Required		TIA Comments	
	Yes	No X	A TIA is not required. This analysis is only required for residential developments that generate more than 150 trips within the AM or PM peak hours.	

School District Comment				
Guilford County School District				
Local Schools:	Enrollment: 2021 – 2022 (20 th day of class)	Maximum Design / Built Capacity: (2021 – 2022):	Mobile Classrooms	Projected Additional Students:
Northwood Elementary	446	610	15	14 - 16
Ferndale Middle	577	1,272	0	7 - 9

High Point Central High School	1,168	1,213	0	7 - 9
School District Remarks: With the implementation of General Statute 115C-301 mandating reduced K-3 class sizes, elementary schools will experience annual reductions in capacity through 2021 – 2022. Elementary built capacity assumes reduced K-3 class sizes per applicable core academic classroom as of the stated year. Middle and high school-built capacity assumes 30 students per core academic classroom.				

Details of Proposal

The applicant is requesting rezoning to support development of a high-density multifamily development. This application proposes to establish a Conditional Zoning Residential Multifamily – 26 (CZ RM-26) District for this site to facilitate development of a 52-unit multifamily development. Included with this application is a conditional zoning ordinance in which the applicant has offered conditions pertaining to building height, lot combination and sidewalk/pedestrian access.

Staff Analysis

The zoning site is located within the Core City Area at the northwestern edge of the hospital area (Medical District in the Core City Plan). The Core City Plan was adopted in 2007 and is the most relevant plan to this request. It supports the accommodation of future growth of the hospital area, but it also states that the edges should “project an attractive face to the community”. One of the residential classified areas of the Core City Plan lies just west of this portion of the N. Lindsay Street corridor, the plan speaks to a focus on enhancing the qualities of neighborhoods that make them positive places to reside. It also states that “residential areas should allow for a range of housing types at high to moderate densities and that higher density housing should be located closer to mixed use centers, the downtown area, parks, and key street corridors”.

The Land Use Plan supports office type development for this block which is intended to accommodate a wide variety of moderate and high intensity office, institutional and residential uses. The eastern half of this block is developed with office uses and the applicant proposes rezoning for most of the western half of this block except for three lots. Ideally, this development should encompass the remaining three lots of the block on the east side of Carrick Street, however, the developer was unable to obtain these three properties. To mitigate the impacts the developer has offered conditions to limit building height to match standards of the abutting single family residential zoning district.

Section 2.4.6.C of the Development Ordinance states that the advisability of a conditional zoning is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. In determining whether to approve or deny a conditional zoning, the City Council shall weigh the relevance of and consider the following issues outlined below. 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 Policy Guidance

Whether and the extent to which the proposed conditional zoning district is appropriate for its proposed location, and is consistent with the City’s adopted policy guidance.

The proposed RM-26 district zoning is supported by land use policies in the Community Growth Vision Statement, the Land Use Plan, and the Core City Plan.

Reasonableness/Public Interest:

Why a decision to approve, or to deny, the proposed conditional zoning would be reasonable and in the public interest.

The zoning request includes most of the western half of this block and is situated within a portion of the Core City Area where adopted policy guidance documents support office or higher density residential uses, to provide a wide range of housing opportunities.

Compatibility with Surrounding Areas

- Whether the proposed conditional zoning district will result in a development that is compatible with the character of surrounding existing or proposed development and land uses.
 - Where there are issues of compatibility, the proposed conditional zoning district shall provide for appropriate transition areas that address incompatibility through increased buffering, landscaping, fencing, building height, mass and scale or other means designed to promote a complimentary character of development.
 - Determination of complimentary character may be based on densities/intensities, use types, lot sizes and dimensions, building height, mass and scale, exterior lighting, siting of service areas, or other aspects that may be identified by the City Council.
- ❖ The requested multifamily zoning will act as a transitional use between office/business uses along the Lindsay Street corridor and the residential neighborhood lying west of Carrick Street. As conditioned, allowable building heights will be similar to those permitted on adjacent parcels.
 - ❖ The city block in which the zoning site is located is part of a larger 28-acre area lying west of Lindsay Street, between Sunset Drive and Quaker Lane, classified as “Office” within the Land Use Plan. This Office designation boundary varies but extends westward to Council Street.

Mitigation of Impacts

Whether the applicant's proposed conditional zoning district, including the proposed use(s), written conditions, and conditional zoning plan (if applicable), will satisfactorily:

Mitigation #1	Minimize or effectively mitigate any identified adverse impact on adjacent and nearby land, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.
	❖ Required standards of the Development Ordinance pertaining to landscaping, screening of trash receptacles, perimeter parking lot landscaping and exterior lighting will further mitigate impacts on adjacent property. ❖ The surrounding public street configuration assists to separate the site from abutting residential neighborhoods and provides for multiple access options.
Mitigation #2	Minimize or effectively mitigate any identified adverse environmental impact on water and air resources, minimize land disturbance, preserve trees and protects habitat. The site is within the Yadkin Pee-Dee (non-water supply) watershed. If development, grading and site improvements exceed one acre in area, the stormwater watershed regulations may require stormwater controls to be provided to mitigate runoff.
Mitigation #3	Minimize or effectively mitigate any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire.

	The site is within an area adequately served by City of High Point utilities and municipal services.
Mitigation #4	Minimize or effectively mitigate any identified adverse effect on the use, enjoyment or value of adjacent lands.
	The combination of the conditions offered by the applicant and required standards of the Development Ordinance will mitigate adverse effects to adjacent lands.

Supportive Changes in the Area

Whether and the extent to which there have been changes in the type or nature of development in the area of the proposed conditional zoning district that support the application.

The Land Use Plan supports office type development for this block, which is intended to accommodate a wide variety of moderate and high intensity office, institutional and residential uses. Furthermore, with the adoption of the Core City Plan in 2007, land use policy supports higher density housing that is located closer to mixed use centers, the downtown area and key street corridors.

Promotes a Preferred Development Pattern

Whether and the extent to which the proposed conditional zoning district will result in development that promotes a logical, preferred, and orderly development pattern.

Higher intensity development is encouraged in the Core City Area in locations such as this, where most of a city block is being rezoned and the proposed multifamily use can act as a transitional land use between commercial and residential areas.

Recommendation

Staff Recommends Approval

The Planning and Development Department recommends approval of the request to rezone this 2.1-acre tract of land to a CZ RM-26 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.

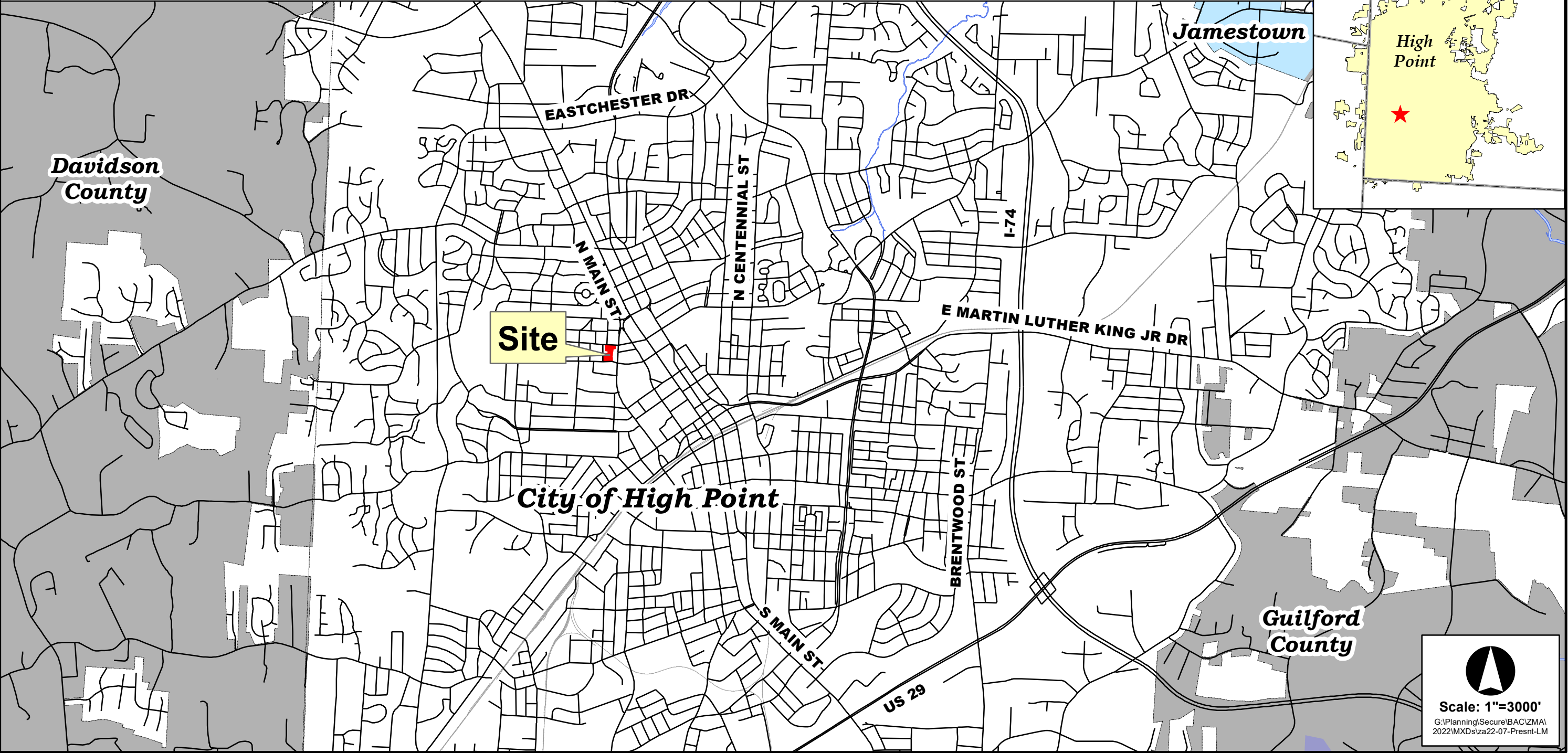
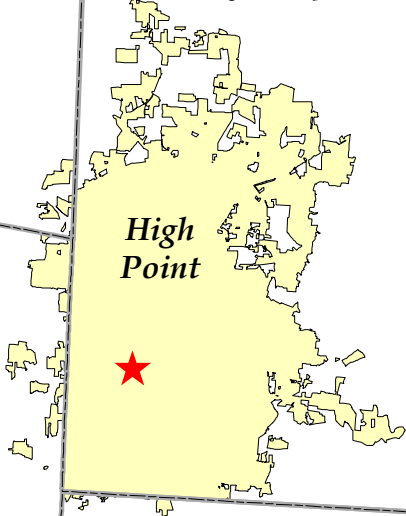
Report Preparation

This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Chris Andrews AICP, Interim Planning and Development Director.

LOCATION MAP

ZONING MAP AMENDMENT: ZA-22-07
Applicant: Wynnefield Forward, LLC

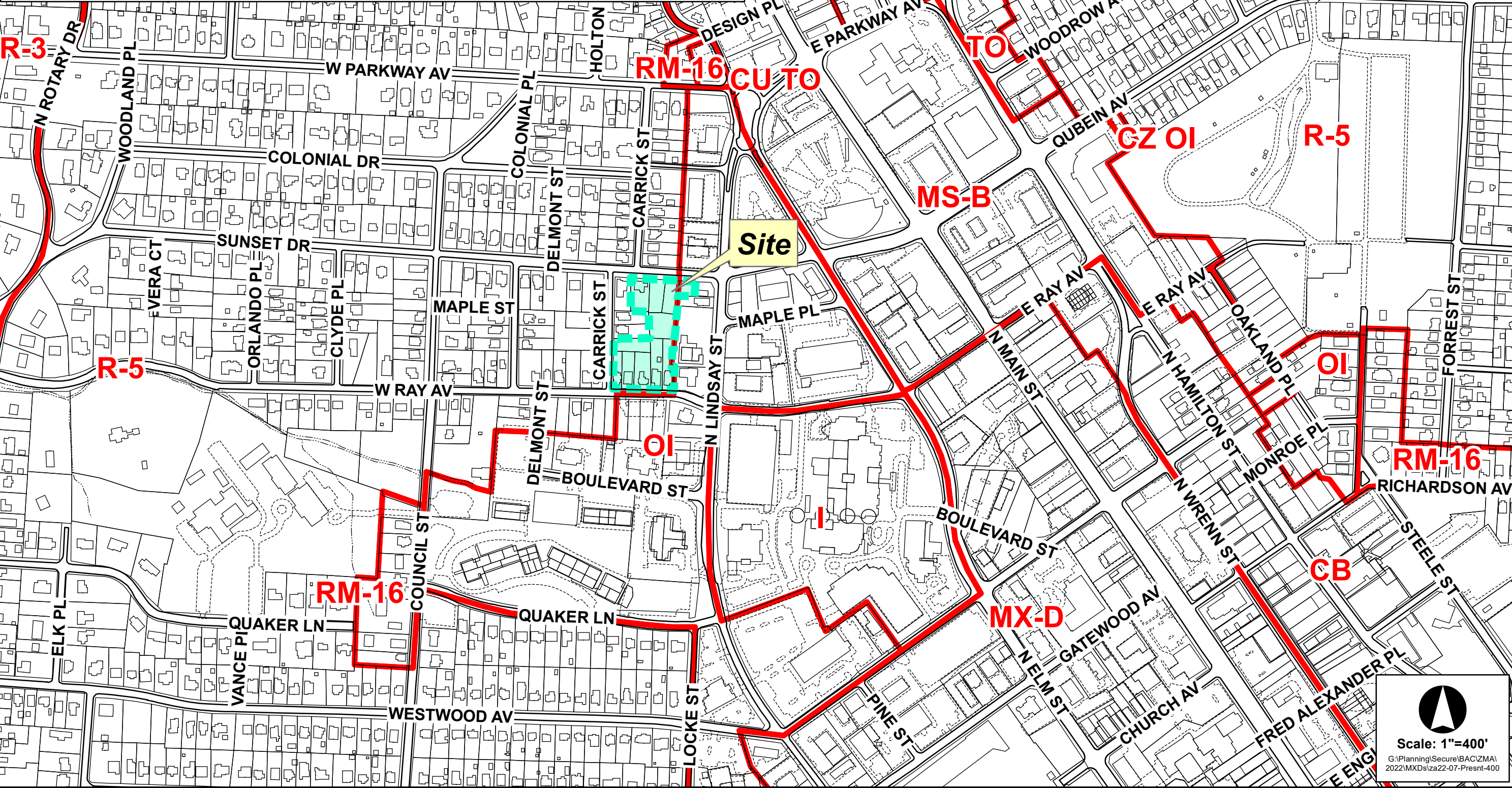
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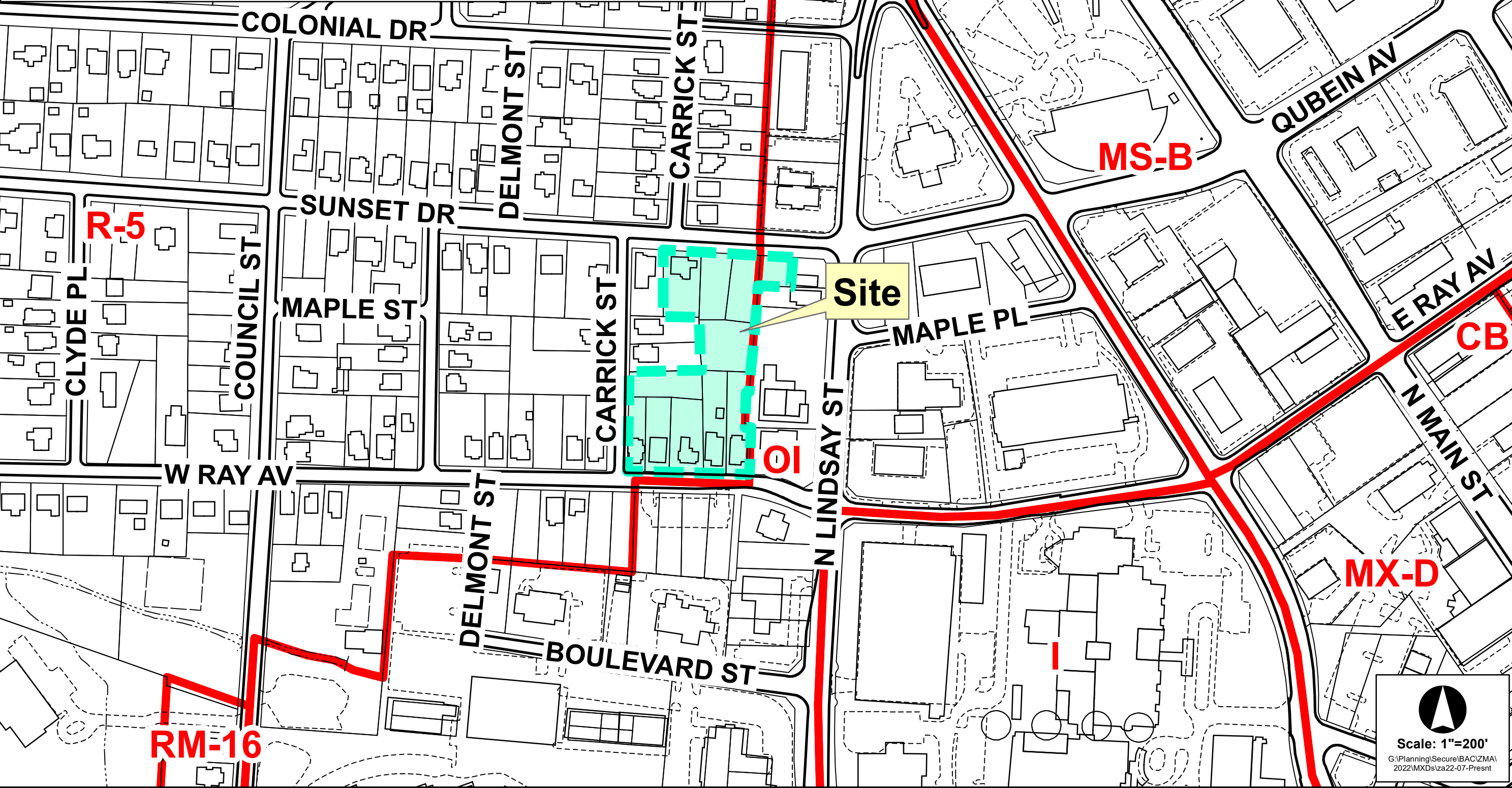
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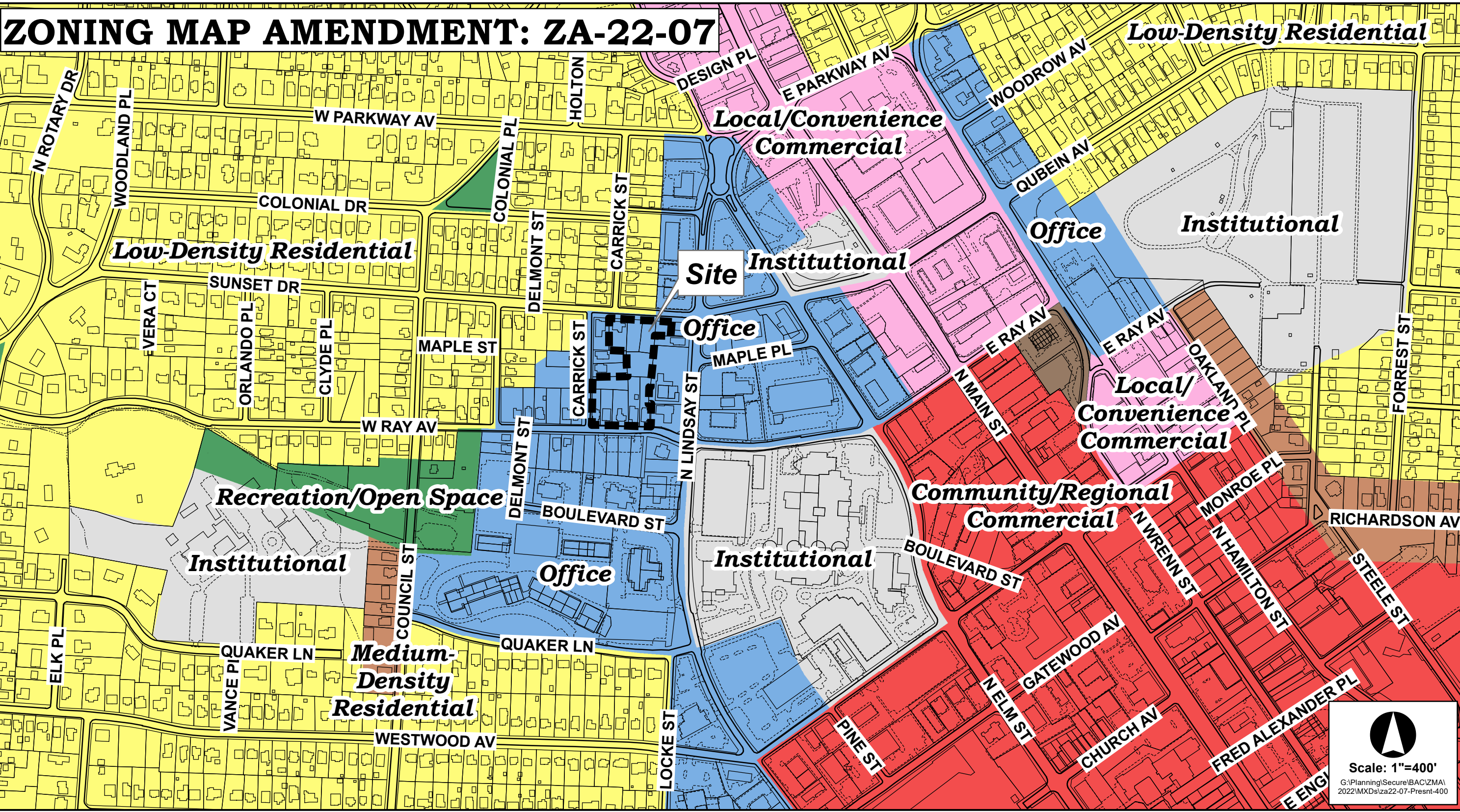


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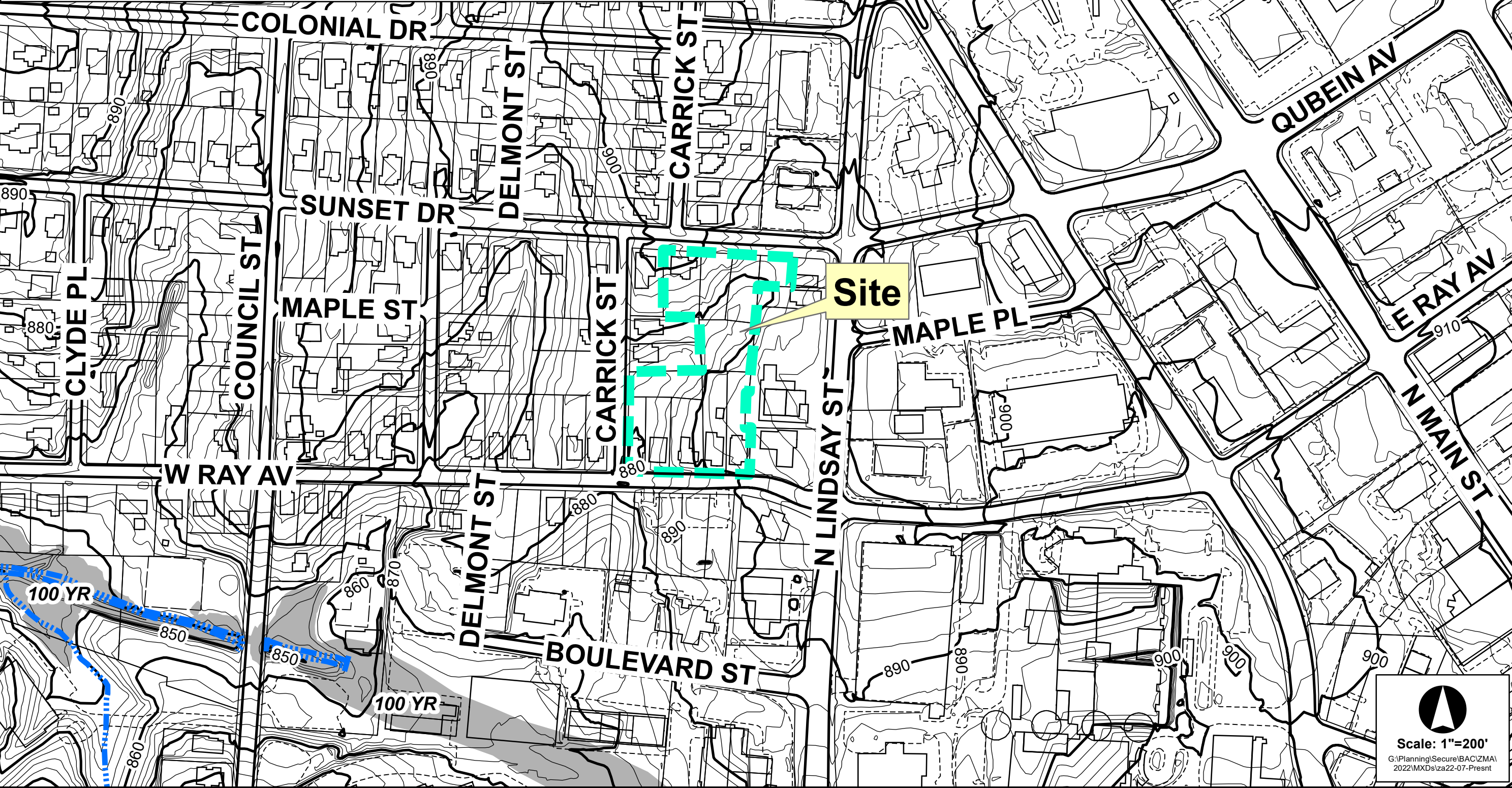



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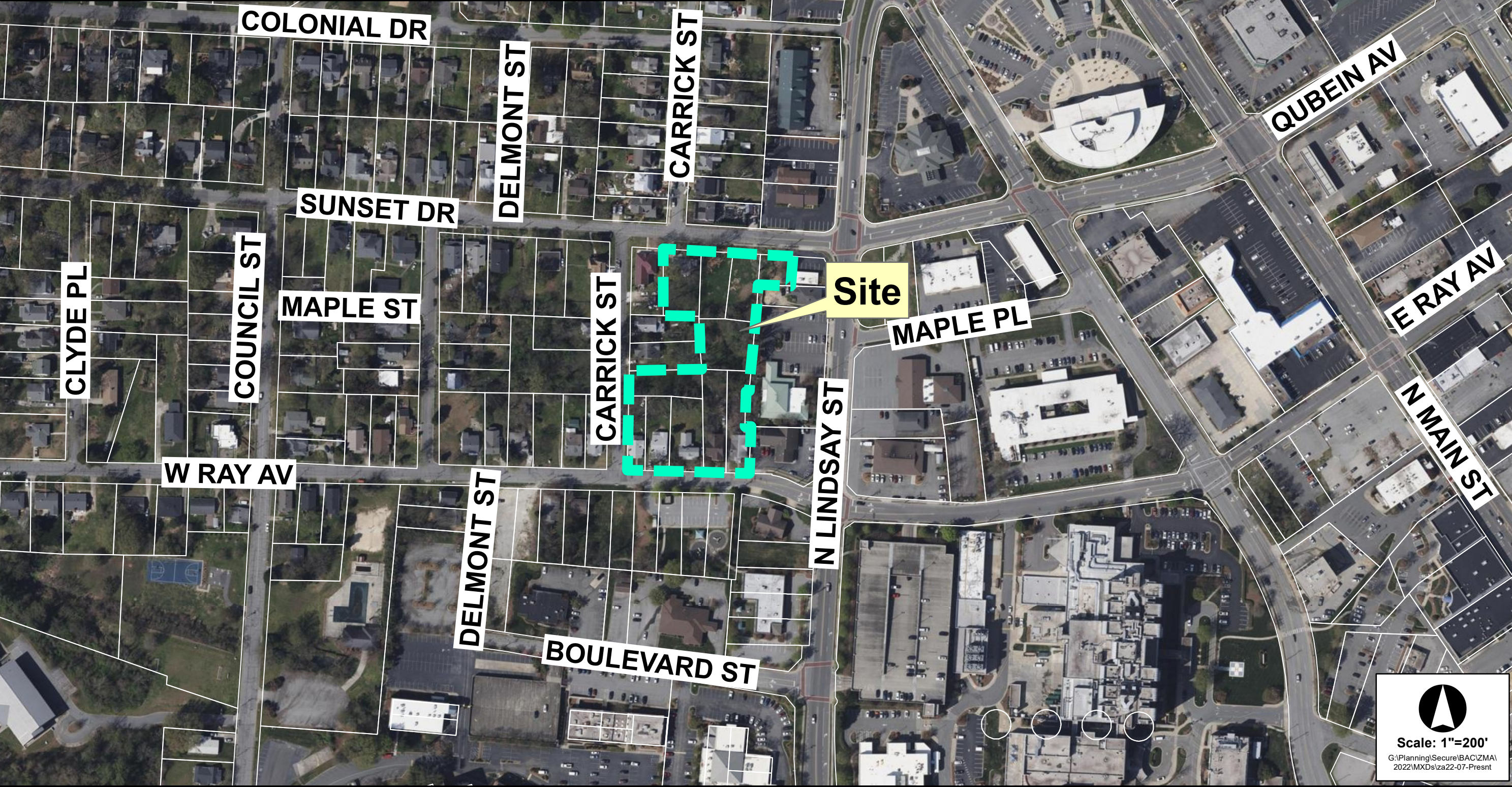


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ZONING MAP AMENDMENT: ZA-22-07



AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.6, CONDITIONAL ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of the City of High Point adopted “The City of High Point Development Ordinance” on May 16, 2016 with an effective date of January 1, 2017, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on April 26, 2022, and before the City Council of the City of High Point on May 2, 2022 regarding **Zoning Map Amendment Case 22-06 (ZA-22-06)** 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 April 17, 2022, for the Planning and Zoning Commission public hearing and on April 20, 2022 and April 27, 2022, for the City Council public hearing pursuant to Chapter 160D-602 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 **May 2, 2022**.

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 a: **Conditional Zoning Residential Multifamily – 26 (CZ RM-26) District**. The property is approximately 2.12 acres, located east of Carrick Street, between Sunset Drive and W. Ray Avenue. The property is also known as Guilford County Tax Parcels 188149, 188150, 188151, 188155, 188156, 188157, 188158, 188159, 188160, 188165 and 188163.

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 uses allowed in the Residential Multifamily – 26 (RM-26) District subject to the standards of the Development Ordinance and the specific conditions listed in this ordinance.

Part II. CONDITIONS:

A. Development and Dimensional Requirements.

1. Building Height Restrictions:

- a) Building height shall be restricted to a maximum height of fifty (50) feet.
- b) This height restriction shall not apply when all of the abutting parcels, fronting along Carrick Street (Guilford County Tax Parcels 188161, 188162 and 188148) no longer have single family detached dwellings.

B. Lot Combination: All parcels of the rezoning site shall be combined into one lot prior to resubdivision or any new development.

C. Transportation Conditions.

1. Sidewalks and Pedestrian Access: Along the Sunset Drive, W. Ray Avenue and Carrick Street frontages of the zoning site, sidewalks shall be installed or replaced to meet current sidewalk standards of the City of High Point Transportation Department. Installation shall be in conjunction with driveway permit approval and driveway installation.
2. The City of High Point Transportation Director 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.

Adopted by the City Council
City of High Point, North Carolina
The 2nd day of May 2, 2022

By: _____

Jay W. Wagner, Mayor

ATTEST:

Lisa B. Vierling, City Clerk

Citizens Information Meeting Report
Sunset Drive, W. Ray Avenue & Carrick Street

Submitted by: Wynnefield Properties, Inc

City of High Point
Sunset/Ray/Carrick
Wynnefield Properties, Inc

Report
Citizen Information Meeting
Held March 28, 2022 at 6:00pm

The meeting was held at the YWCA, 155 W. Westwood Avenue, High Point, NC, which is in close proximity to the site. There were a total of 10 property owners in attendance, as follows:

Lisa Lowe	609 Delmont Street, High Point, NC
Jennifer Younger	401 Sunset Drive, High Point, NC
Paula Morgan	501 Sunset Drive, High Point, NC
Warren Gallimore	810 N. Lindsay Street, High Point, NC
Nelson Pollock	810 N. Lindsay Street, High Point, NC
Arthur Jones	800 Carrick Street, High Point, NC
Kimberly Jones	800 Carrick Street, High Point, NC
Steve Boquiron	503 Sunset Drive, High Point, NC
Rebecca Hedgecock	301 Sunset Drive, High Point, NC
Robert L. Fowler	801 N. Lindsay Street, High Point, nC

The sign in sheet is attached as Attachment 1.

Also in attendance was Davis Ray of Wynnefield Properties, Inc. Mr. Ray opened the meeting with an introduction of Wynnefield Properties, Inc, the plan and vision for the property as well as a statement to confirm with all in attendance to record the meeting via a cell phone to keep notes. No one in the audience had any issue with the recording.

A notification letter dated and mailed on March 23, 2022 was sent to 55 parties as supplied by the High Point Planning Department. The list of parties/addresses to which it was mailed is labeled as Attachment 2. The notification letter is attached as Attachment 3 along with the required statement provided by the High Point Planning Department.

Wynnefield Properties, Inc. displayed three easels which included a preliminary site plan layout and two photos of existing buildings (Admiral Pointe & Ardsley Commons) to

provide examples of the building materials and quality. All presentation easels were 24" X 36". All three presentation pieces are provided as Attachment 4.

Mr. Ray opened the meeting with a brief introduction and welcomed each of the attendees. He then went on to inform the attendees the purpose of the meeting and welcomed any and all questions and conversation regarding the proposed use. Once the information regarding the proposed project had been given, Mr. Ray proceeded to give some background of Wynnefield Properties, Inc. and the company's history in development, construction and property management.

After discussing the proposed use and the company's plans for development on the site, Mr. Ray reinforced the fact that all of the plans currently in place were preliminary and no development would proceed without approval through all of the appropriate channels with the City of High Point.

The meeting was then opened up to the citizens and attendees for questions/comments:

1. *Neighbor: Why did you select this part of the community?* Our sites are selected with the prospective residents in mind. In addition, our financing requirements include access to life amenities which consist of grocery store, pharmacies, retail, etc. There is also a bus stop within close walking distance to the site.
2. *Neighbor: How many parking spaces? Do you think that's enough? Where will the visitors park?* We currently have 1 parking space per unit designed. However, this is not a final plan and we will be required to have approval (on all design concepts) by local & state authorities prior to moving forward with construction.
3. *Neighbor: Why did you leave the three parcels out of the site plan?* Our firm has been working on this site for over 3 years. We had contacted every parcel (via a letter) on multiple occasions and were only successful with the area we've identified as our site. The three parcels (two on Carrick and one on the corner of Sunset/Carrick) were not responsive to our multiple contact attempts. Our attempts included a letter, sending two representatives to knock on their doors and sending a real estate broker. Once contact was made, the residents had no interest in selling.
4. *Neighbor: How big are the units in your building?* We have a mix of 1 bedroom (668 square feet) and 2 bedroom (975 square feet). This is our preliminary design and the only change we'd make at this time is a reduction in units. We will not increase density.
5. *Neighbor: Will your site have sidewalks?* Again, this site cannot move forward without approval and signoff from multiple review agencies (City of High Point, NC DOT, NCDEQ, etc.). The site will be designed to City and State standards. We anticipate the city will require sidewalks on all streets even though our plan

does not label those at this time. Our plan would include sidewalks to allow access to and from our site for our residents.

6. *Neighbor: Where will the trash and dumpsters be located? This site is so small how will the trucks get in and out of the site?* We have shown the dumpsters being located in this location (pointed to the site plan) and we anticipate no issues with access by the trash collection services. Additionally, this site will be reviewed by fire for access to the building so that would be a factor in how the larger vehicles would access the site.
7. *Neighbor: You mentioned this would be for 55 and older, what about the kids and other family members who might visit the residents?* We are not only a developer and building but we will be the management agent on this site as well. That said, we have policies in place to monitor the traffic on site (including a site manager) that prevent visitors staying on site for an extended amount of time. If the resident violates their lease in this (or any other way) we will enforce the lease with either lease violations or eviction.
8. *Neighbor: When do you plan to start construction?* It is likely that we will not start construction until the first quarter of 2023. Our financing will make final determination on our site and it's award status in August 2022. After that it takes quite some time to finalize and have plans approved for permitting.
9. *Neighbor: How will you access the site for construction? And what will you do with the existing houses?* The existing homes will either be moved or demolished prior to construction. As far as the access for construction, we will have to have approval from the governing agencies prior to grading and construction.
10. *Neighbor: Can you confirm the site will access off of Sunset?* Yes, the only site access is off of Sunset. We have an alternative plan to deal with the utilities on site that would eliminate the 'wing' of the building on Carrick St. but that has not been confirmed. We plan to use this area, if designed in such a way, to allow more space for stormwater.
11. *SHELBY TUCKER (402 W. Ray):* Ms. Tucker called and informed us that she would not be able to make it to the meeting. She requested someone stop by and talk to her about the project. On Friday, April 1, 2022 Mr. Ray stopped by and explained everything that was discussed at the meeting earlier in the week. In general, some of the same questions were asked by Ms. Tucker and Mr. Ray answered the same as previously mentioned. All exhibits were provided to Ms. Tucker for review as well.

Submitted by

Wynnefield Properties, Inc.

ATTACHMENT 1

[illegible]

ATTACHMENT 2

ANDERSON, RACHAEL H
706 DELMONT ST
HIGH POINT NC 27262

ARROYO, CATALINA MOLINA;ARROYO-ROMERO,
ANA B
313 SUNSET DR
HIGH POINT NC 27262

ARROYO, CATALINA MOLINA;VASQUEZ, ERIC
ANIBAL
708 CARRICK ST
HIGH POINT NC 27262

BANK OF NORTH CAROLINA
PO BOX 890
HIGH POINT NC 27261

BASS, ERIN R
409 SUNSET DR
HIGH POINT NC 27262

BOQUIRON, STEVE B;BOQUIRON, MICHELLE D
503 SUNSET DR
HIGH POINT NC 27262

CARING GROUP OF AMERICA PLLC
874 HEDGEPTH TER
HIGH POINT NC 27265

CARTER, LAUREN A
813 CARRICK ST
HIGH POINT NC 27262

CHAVIS, STEPHANY L
611 DELMONT ST
HIGH POINT NC 27262

CITY OF HIGH POINT
PO BOX 230
HIGH POINT NC 27261

COX, TERRY C;COX, JUDY F
806 DELMONT ST
HIGH POINT NC 27262

CUSHWA, MICHAEL HUNTER L/T
309 COLONIAL DR
HIGH POINT NC 27262

DAISY HOLDINGS LLC
1011 N LINDSAY ST
HIGH POINT NC 27262

ELDER, JAMES A
100 SOMERBY DR APT 2150
ALPHARETTA GA 30009

EMERYWOOD MEDICAL PROPERTIES LLC
1605 COUNTRY CLUB DR
HIGH POINT NC 27262

FIFTH DIMENSION REAL ESTATE LLC
808 CARRICK ST
HIGH POINT NC 27262

FOLMAR, ALEXANDER C D
708 DELMONT ST
HIGH POINT NC 27262

GEMME, NORMAN T
710 CARRICK ST
HIGH POINT NC 27262

GREEN, JAMES M JR;MORGAN, JAMES F;GREEN,
ANN T
PO BOX 2756
HIGH POINT NC 27261

GREEN, JAMES M;FOWLER, MADELINE L
TR;HEDGECOCK, REBECCA F TR
1303 WALES DR
HIGH POINT NC 27262

HELLAMS, ANDREW TEAGUE;HELLAMS, AUDREY
MARIE BARKE
803 CARRICK ST
HIGH POINT NC 27262

HIGH POINT HEALTH CARE VENTURES INC
601 N ELM ST
HIGH POINT NC 27262

HIGH POINT MEDICAL CENTER INC ATTN: ACCTS
PAYABLE
MEDICAL CENTER BLVD
WINSTON SALEM NC 27157

HIGH POINT REGIONAL HEALTH SYSTEM
PO BOX HP-5
HIGH POINT NC 27261

HIGH POINT REGIONAL HEALTH SYSTEM
PO BOX 2356
HIGH POINT NC 27261

HILLIARD, JASON;HILLIARD, STEPHANIE
811 CARRICK ST
HIGH POINT NC 27262

HOLLINGSWORTH, EDWIN F;HOLLINGSWORTH,
NANCY S
7211 KINSTON RD
THOMASVILLE NC 27360

HOWELL, PATRICIA T;SIDFIELD PROPERTIES LLC
384 FRIENDSHIP CHURCH RD
BOONE NC 28607

INTHAVONG, SOMPONG
404 SUNSET DR
HIGH POINT NC 27262

JONES, ARTHUR L JR;JONES, KIMBERLY D
800 CARRICK ST
HIGH POINT NC 27262

ATTACHMENT 2

LAMBETH, RICHARD C
311 COLONIAL DR
HIGH POINT NC 27262

LOWE, LISA H
1939 EASTCHESTER DR UNIT D
HIGH POINT NC 27265

MABE, GLENN WELBORN;MABE, KATHLEEN F
809 CARRICK ST
HIGH POINT NC 27262

MAHLKE, JUSTIN WAYNE;MAHLKE, TAYLOR
MICHELLE
710 DELMONT ST
HIGH POINT NC 27262

MANESS, DEBORAH SMITH;MANESS, KEVIN
HOWARD
812 CARRICK ST
HIGH POINT NC 27262

MIRANDA CORPORATION
417 HILLCREST DR
HIGH POINT NC 27262

MORGAN, PAULA NORRIS
501 SUNSET DR
HIGH POINT NC 27262

OTTAWAY, ALEK C
806 CARRICK ST
HIGH POINT NC 27262

PHILLIPS, REBECCA MANGUM;LASSITER,
MAC;LASSITER, CHASE;LASSITER, C BARTON
ETAL
1214 GREENSBORO RD
HIGH POINT NC 27260

PHILLIPS, REBECCA MANGUM;MANGUM, IRENE
HYATT;CUSEO, ROBIN;MANGUM ETAL
1214 GREENSBORO RD
HIGH POINT NC 27260

RAYMOND WAYNE CHAMBERS LIVING
TRUST;FAYE D CHAMBERS LIVING TRUST
1708 HEATHCLIFF RD
HIGH POINT NC 27262

REID, MERIT A;REID, ROBERT DAUGHTRY
801 CARRICK ST
HIGH POINT NC 27262

SAMUEL, BRADLEY A;SAMUEL, MICHAEL D
1001 N LINDSAY ST
HIGH POINT NC 27262

SCHULTHEISS, BARRY N;SCHULTHEISS,
LAVAUGHN N
2621 WHITE FENCE WAY
HIGH POINT NC 27255

SILVER RAY 5 LLC
PO BOX 6363
HIGH POINT NC 27262

SLOOP, JACOB
984 NOTTINGHAM RD
HIGH POINT NC 27262

STEPHENS, DAVID LEON
403 SUNSET DR
HIGH POINT NC 27262

TEMICH-MALAGA, CARLOS E;TEMICH, JESSICA R
802 CARRICK ST
HIGH POINT NC 27262

THREE SIBS LLC
604 EMERYWOOD DR
HIGH POINT NC 27262

TSITOURIS, ALEXANDER;TSITOURIS, CARA K
410 EDGEDALE DR
HIGH POINT NC 27262

TUCKER, SHELBY D
402 W RAY AVE
HIGH POINT NC 27262

WASIQ, MUHAMMAD;BIBI, ANILA
805 CARRICK ST
HIGH POINT NC 27262

WESS LAND LLC
901 N LINDSAY ST
HIGH POINT NC 27262

WILLARD, KARYN C;WILLARD, VIRGIL V II
501 CASCADE DR
HIGH POINT NC 27265

YOUNGER, JENNIFER J
401 SUNSET DR
HIGH POINT NC 27262

Wynnefield Properties

March 23, 2022

Re: Property located at Sunset Drive, W. Ray Avenue & Carrick Street

Dear Neighbor:

Wynnefield Properties, Inc is a local real estate development firm dedicated to developing and managing quality "Class A" housing throughout the state of North Carolina. Realizing there is a strong housing need in the High Point area for this type housing, our group is considering the purchase, development and ongoing management of a 2.04 acre site located at 309 Sunset Drive, High Point, NC. Our proposed design will be based on previous developed properties that have been very successful and well received by their communities. These properties are available for review.

This proposed 52-unit senior property will be attractive, well designed and constructed to very high standards and the landscaping details will be extensive. Our Property Management firm, with over 30 years experience will provide assurance of a well-maintained community.

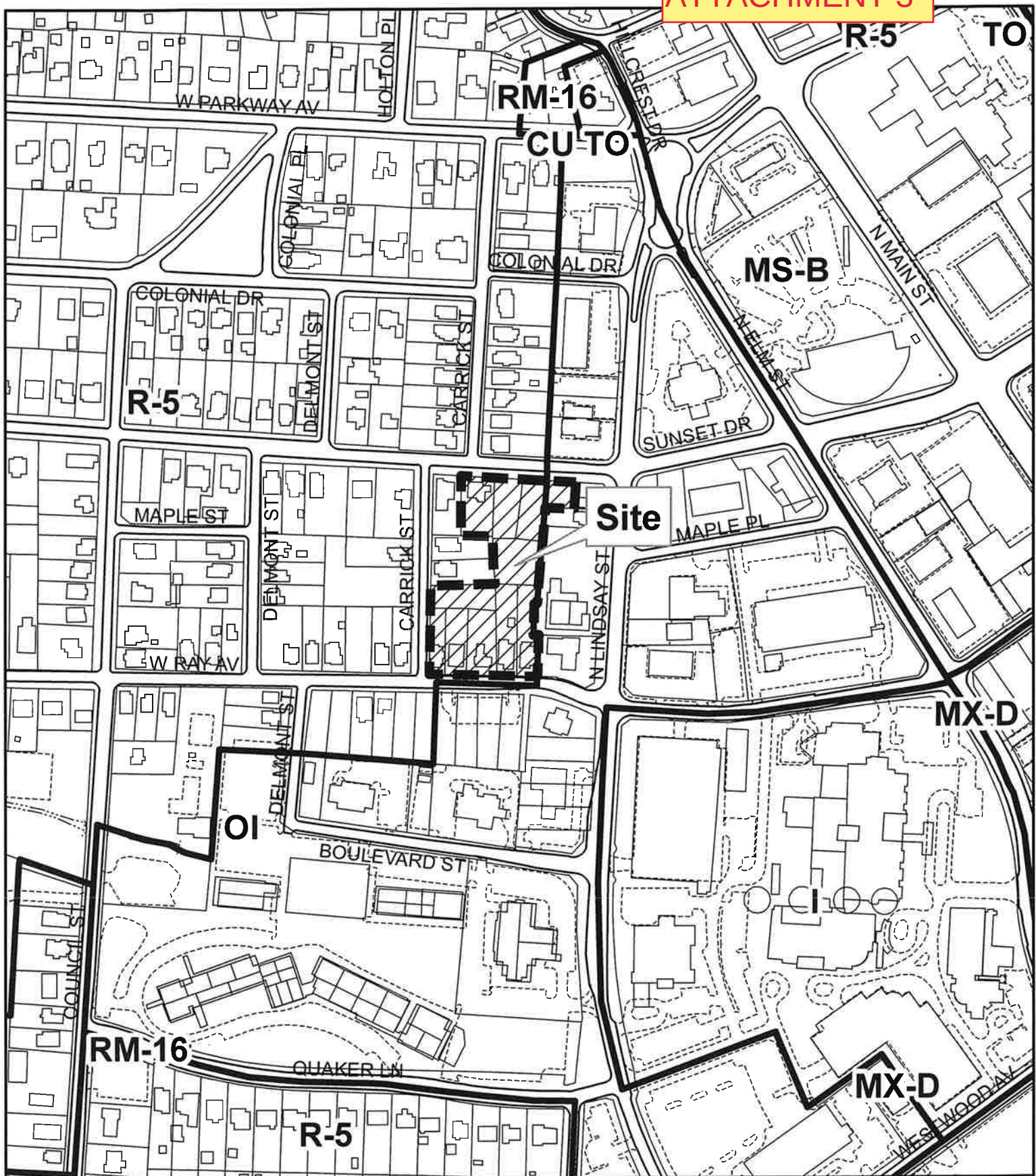
We would like to know how you, as a local area resident, feel regarding our proposed facility being located in your area. This letter is to serve as notification of our request to rezone this property to accommodate our proposed development. We will hold a Citizen Information Meeting on Monday, March 28, 2022 at 6:00pm located at the YWCA (155 W. Westwood Avenue, High Point, NC). This meeting is open to the public and your participation is encouraged.

We are available by telephone (336) 822-0765 and will be happy to personally meet with you should you choose to consider this matter or you may contact the City of High Point Planning Department at (336) 883-3328.

Sincerely,



Davis Ray



ZONING MAP AMENDMENT: ZA-22-07

From: Residential Single Family-5 (R-5) and
Office Institutional (OI)

To: Conditional Zoning Residential Multifamily-26
(CZ RM-26)

Existing Zoning Boundary

Subject Property Boundary



Planning & Development
Department

City of High Point



Scale: 1"=300'

G:\Planning\Secure\BAC\ZMA\2022\MXD\za22-07-NM

City of High Point
Citizen Information Meetings



Persons filing certain development applications with the City of High Point are required to hold a citizen information meeting. This requirement applies to applications for a Conditional Zoning District, Planned Development District, Special Use and a Zoning Map Amendment that proposes to establish a more intense zoning district.

The City of High Point finds that quality development is better achieved through an informed and cooperative process than an adversarial one. The purpose of the citizen information meeting is to allow the person filing an application, otherwise known as the applicant, the opportunity to inform citizens about their development proposal and to provide citizens the opportunity to ask questions and find out more about the proposal prior to any official public hearings.

The applicant's development proposal is officially presented to the Planning & Zoning Commission and City Council at their respective public hearings. At the public hearings, the Commission and Council hear comments and concerns from citizens regarding the proposal prior to making decisions. The public hearings are not the preferred setting for citizens to learn about a development proposal for the first time. It is difficult to gain understanding of a proposal and offer well thought out comments during the relatively short time of a public hearing. The citizen information meeting is important in that it can provide basic information and allow communication with the applicant before the public hearings, so that citizens may informatively develop their comments and any concerns, and later present them at the public hearings for consideration.

Applicants may vary the form and number of citizen information meetings they conduct; however, they are required to contact or otherwise notify owners of property located within 300 feet of the proposed site. Whatever form the meeting takes, those citizens participating are provided with this written statement from the City of High Point, which describes the purpose of the citizen information meeting, the application process and where additional information may be obtained from the City. In addition, the applicant must provide a description of the development proposal and are encouraged to share any other available information that would help citizens to better understand it.

After the application is filed with the City's Planning & Development Department, the applicant submits to the City a written summary of the citizen information meeting(s). At a minimum, this report records:

- The date, time, and location of the meeting;
- The method and date of notification about the meeting;
- A list of landowners notified about the meeting;
- A list of meeting attendees;
- If the meeting was conducted as a series of telephone calls;
- The description of the development proposal presented to the attendees; and
- A summary of attendee comments, ideas, and suggestions from citizens to be incorporated into the development proposal.

Before the public hearings are held, the City's Planning & Development Department mails notices to all owners of property located within 300-feet of the site. This notice provides a brief summary of the application; the time, date and place of the Planning & Zoning Commission public hearing; and contact information. A second notice is mailed prior to the City Council's public hearing with similar information. Also, signs are placed on the site giving notice of the request and the City's public hearings.

After hearing public comments and considering the development proposal, the Planning & Zoning Commission makes a recommendation to the City Council who, after holding their public hearing, decides what action should be taken on the proposal. Changes to the applicant's proposal can occur during this process in order to insure consistency with City policy and development regulations, and to minimize expected impacts that can be generated by the development or use of the site.

Development conditions can be adopted by the City Council for a Conditional Zoning District, Planned Development District, or Special Use. However, no condition can be included that:

- Specifies the ownership status, race, religion, or other characteristics of the development's occupants;
- Establishes a minimum size of a dwelling unit;
- Establishes a minimum value of buildings or improvements;
- Excludes residents based upon race, religion, or income; or
- Obligates the City to perform in any manner relative to the approval of or development of the land.

Citizens are strongly encouraged to contact the City's Planning & Development Department and visit the website below for additional information on the City's zoning process, and for information about specific development proposals.

Contact:

Planning & Development Department 336-883-3328

www.buildhighpoint.com

HIGH POINT, NC





ATTACHMENT 4



CITY OF HIGH POINT

AGENDA ITEM

TITLE: Purchase of a Bucket Truck	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: August 21, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation	

PURPOSE:

The Electric Department is using a 2013 Ford F550 Altec AT-40G bucket truck that needs replacement due to age and mileage. Using NC State Contract 070A, a 2024 Ford F550 truck with an Altec AT40G bucket has been recommended for Council approval.

BACKGROUND:

The Electric Department is currently using a 2013 Ford F550 with Altec AT-40G body. The bucket truck currently has over 100,000 miles on the chassis and very high usage on the bucket assembly. The new 2024 Ford F550 with Altec AT40G bucket has been demonstrated and will meet their needs. The price of \$177,913.00 is for the truck, training, extended warranty, and delivery. The estimated delivery is 360+ days.

BUDGET IMPACT:

Funds are available in the 2023-24 budget.

RECOMMENDATION/ACTION REQUESTED:

The Fleet Services Department recommends purchasing the new 2024 Ford F550 with an Altec AT40G bucket truck body from Piedmont Truck Center. Recommendations also include declaring the old truck as surplus and disposing through the online auction process.





PIEDMONT TRUCKS



2021-2024 STATE OF NORTH CAROLINA TERM CONTRACT 070A- Vehicles (Passenger, Truck, Van, SUV, Law Enforcement)
OPTIONS LIST - CATEGORY G - F550 Cab and Chassis
BID NO. 202100002

STANDARD ITEMS

18,000lb GVWR, Exterior Color: Oxford White, XL Trim Package, 7.3L V8 gasoline engine, 10-speed automatic transmission, 4.88 regular rear axle, Power Equipment Group, Trailer Brake Controller, PTO Provision, Cruise Control, 225/70R19.5" BSW All Purpose tires, Air conditioning, AM/FM/MP3 radio with SYNC Bluetooth, Tilt steering wheel, (2) keys, 40/20/40 Vinyl seats-Gray, Vinyl flooring

CAB CHASSIS CONFIGURATION	BODY CODE	BASE BID PRICE	
2024 Ford F550 Regular cab 4x4-60"CA chassis cab	F5H-660A		\$51,023.00
	OPTION	MSRP	STATE PRICING 6% Discount

CAB CONFIGURATION

84CA	84CA	\$1,329.79	\$1,250.00
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POWERTRAIN

6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 - Includes manual push-button engine-exhaust braking and intelligent oil-life monitor	99T	\$9,995.00	\$9,395.30
Limited Slip w/4.30 Axle Ratio	X4L	\$395.00	\$371.30
GVWR: 19,500 lb Payload Plus Upgrade Package - Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14,706lbs	68M	\$1,155.00	\$1,085.70

WHEELS/TIRES

Spare Tire, Wheel & Jack	512	\$350.00	\$329.00
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OTHER OPTIONS

XL Chrome Package Includes: -Chrome Front Bumper -Bright Grille -Power Sliding Rear Glass -Rear Window Defroster -Remote Start -Halogen Fog Lamps	96V	\$225.00	\$211.50
Snow Plow Prep Package - Includes pre-selected springs	473	\$250.00	\$235.00
High Capacity Trailer Tow Package - requires Diesel engine	535	\$580.00	\$545.20
Aft-Axle Frame Extension (req. 145" or 169" wheelbase) – F-450/F-550/F-600 only	63C	\$115.00	\$108.10
Engine Block Heater	41H	\$100.00	\$94.00
410 Amp Alternator	67B	\$115.00	\$108.10
Platform Running Boards-REGULAR CAB ONLY	18B	\$320.00	\$300.80

UPFIT OPTIONS

Altec AT40-G aerial body to meet City of High Point requirements with extended warranty	AT40G	\$120,059.57	\$112,856.00
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Total for chassis & options	Date: 8.8.2023	\$177,913.00
quote#HPF5HDATA40G-8823		

City of High Point
Kevin Rogers
336.883.3598bp kevin.rogers@highpointnc.gov



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: August 21, 2023

BID NO.: NC State Contract CONTRACT NO.: 070A DATE OPENED:

DESCRIPTION:

Ford F550 truck with Altec AT40G bucket.

PURPOSE:

The Electric Department is currently using a 2013 Ford F550 with a Altec AT-40G bucket. The truck needs to be replaced because of mileage and condition.

COMMENTS:

The price of \$177,913.00 is for the truck, bucket, operator training, extended warranty, and delivery. Estimated delivery is 365+ days.

RECOMMEND AWARD TO: Piedmont Truck Center AMOUNT: \$177,913.00

JUSTIFICATION:

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

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$177,913.00
TOTAL BUDGETED AMOUNT				\$177,913.00

DEPARTMENT HEAD: KEVIN ROGERS Digitally signed by KEVIN ROGERS
Date: 2023.08.08 14:15:21 -04'00' DATE: 08/08/2023

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

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon
Date: 2023.08.09 08:06:20 -04'00' DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn
Date: 2023.08.09 08:10:16 -04'00' DATE:

CITY MANAGER: DATE:



NORTH CAROLINA'S INTERNATIONAL CITY™

PUBLIC HEARING

Sign-In Sheet

IF YOU WOULD LIKE TO ADDRESS THE HIGH POINT CITY COUNCIL,
Regarding a **Public Hearing item on the Agenda**,
PLEASE SIGN IN

Date: August 21, 2023

(Please Print)

Name	Address (Residence) & E-mail address	Matter Speaking About
Glenn Rando	grchavis40@aol.com	Priorities
MATE ISAACSON	304 Green Valley Rd DSE, NC 27406	B-12

Left
Meeting