

FINANCE COMMITTEE MEETING

Thursday, November 3, 2016 – 4:00 pm

- 160324** **Contract - Everbridge Notification System**
Council is requested to adopt a Resolution authorizing a Memorandum of Agreement (MOA) between the City of Greensboro, City of High Point and Guilford County for the shared use of community notification system.
- 160325** **Agreement- Level 3 Communications, LLC**
Council is requested to approve a Pole Attachment Agreement with Level 3 Communications which will allow attachment of their lines/equipment to the City's overhead distribution system.
- 160326** **Supplemental Agreement - HDR - E. Lexington Avenue Phase I Feasibility Study**
Council is requested to approve a Supplemental Agreement with HDR for a transportation study to determine the feasibility of proposed improvements for the E. Lexington Avenue / Greensboro Road corridor, between I-74/US311 and N. Centennial Street, Phase I.
- 160327** **Budget Ordinance Amendment - E. Lexington Avenue Phase I Feasibility Study**
Council is requested to adopt an ordinance amending the 2016-2016 Annual ordinance to appropriate funds in the amount of \$135,511 for the East Lexington Avenue Phase I Feasibility Study.
- 160328** **Comprehensive Fee Schedule FY 2016-2017 for the City of High Point**
Monday, November 7, 2016 at 5:30 p.m. is the date and time established to receive public comments on the adoption of the City of High Point Comprehensive Fee Schedule for FY 2016-2017. Newly proposed fees and changes to existing fees will be effective January 1, 2017.
- 160344** **New Cingular (Crown Castle) License Agreement Fourth Amendment**
Council is requested to approve an amendment to the original license agreement held with New Cingular (Crown Castle) allowing installation of a backup generator at the Ward Water plant tower site.
- 160345** **Cry Wolf - False Alarm Reduction Program**
Council is requested to approve the contract with Cry Wolf for the administration of the City's False Alarm Reduction Program.

CITY OF HIGH POINT

AGENDA ITEM



Title: Everbridge Notification System Contract

From: Steve Lingerfelt, Director of Information
Technology Services

Meeting Date: November 7, 2016

Public Hearing: No

**Advertising Date /
Advertised By:**

Attachments: Draft MOA for High Point, Greensboro and Guilford County
Everbridge Notification System Bid Response

PURPOSE:

The City needs to replace its current notification system. The City Council needs to approve a Memorandum of Agreement (MOA) to share the cost of purchasing a new community notification system.

BACKGROUND:

The City of High Point currently shares in the cost of an Emergency Notification System (GEANI) with Guilford County and the City of Greensboro. This system will be at end of life on January 2017. Guilford County Emergency Management issued a Request to Purchase (RFP) to replace the GEANI system earlier this year. Everbridge was the only responder to meet the qualifications in the RFP.

A Memorandum of Agreement (MOA) has been developed to allow the City of High Point, Guilford County and the City of Greensboro to share the cost and use of the notification system.

BUDGET IMPACT:

The cost of the new system will be \$44,334 for the first year's implementation. Subsequent annual payments not to exceed \$40,834 will be assessed for ongoing system costs. The City of High Point will use existing funds to pay its portion of the cost. Ongoing system costs will be allocated in subsequent year's budgets.

RECOMMENDATION / ACTION REQUESTED:

The Department of Information Technology Services recommends adoption of a Resolution authorizing a Memorandum of Agreement between the City of Greensboro, City of High Point and Guilford County for the shared use of community notification, and authorize the appropriate city official to execute all necessary documents.

**RESOLUTION RATIFYING AND AUTHORIZING THE EXECUTION OF A
MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF GREENSBORO, NC; HIGH PONT, NC; AND
COUNTY OF GUILFORD, NC FOR THE SHARED USE OF
A COMMUNITY NOTIFICATION SYSTEM**

BE IT RESOLVED by the High Point City Council that the attached Memorandum of Agreement between Guilford County, the City of Greensboro, and the City of High Point regarding the establishment of guidelines and funding mechanisms for the shared use of the Community Notification System is hereby ratified as required by N.C.G.S. 160A-461, and the City Manager and the City Clerk are hereby authorized to execute the attached Memorandum of Agreement, on behalf of the City of High Point, subject to a pre-audit certificate thereon by the Finance Director, and approval as to form and legality by the City Attorney. The original contract is incorporated herein by reference.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between the City of High Point, the City of Greensboro and the County of Guilford is hereby spread upon the minutes of the High Point City Council.

Adopted this the 7th day of November, 2016.

Lisa B. Vierling
High Point City Clerk

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

**MEMORANDUM OF AGREEMENT
between
GUILFORD COUNTY
the
CITY OF GREENSBORO, NC
And
THE CITY OF HIGH POINT, NC**

AGENCIES:

THIS MEMORANDUM OF AGREEMENT (the "MOA") is hereby entered into this _____ day of _____, 2016, by and between GUILFORD COUNTY, on behalf of its Emergency Services Department, Division of Emergency Management, hereinafter referred to as the "COUNTY" and the CITY OF GREENSBORO, NC, hereinafter referred to as "Greensboro," and the CITY OF HIGH POINT, hereinafter referred to as "High Point," and also collectively referred to as the "Parties."

BACKGROUND:

GUILFORD COUNTY, on behalf of its Division of Emergency Management and through a contract with Everbridge Inc., will maintain a web based Community Notification System (hereafter "System"), utilizing the Everbridge Unified Critical Communications Suite. The parties wish to utilize the existing the system to provide a unified and collaborative system to provide both routine and emergency notifications to residents and businesses in Guilford County, the City of Greensboro, and the City of High Point (to include areas outside of Guilford County).

PURPOSE:

The purpose of this MOA is to establish guidelines and funding mechanisms for the use of the System by the parties to provide routine and emergency notifications.

CONDITIONS:

1. The COUNTY, GREENSBORO, and HIGH POINT will form a partnership to share the Everbridge platform equally between the three jurisdictions.
2. The COUNTY will be responsible for contract administration with Everbridge.
3. The Parties will each identify a lead department to serve as the System Administrator for their jurisdiction.
4. The Parties will appoint 2 representatives each (for a total of 6 members) that will makeup the "Notification System Advisory Board" as described in Attachment 1.

**GUILFORD COUNTY CONTRACT NO.
CITY OF GREENSBORO
CITY OF HIGH POINT**

5. All system users will be governed by policies and procedures set forth by the Notification System Advisory Board.
6. This MOA shall be in effect beginning on the date stated in the introductory paragraph of this MOA until such time as being amended or terminated by the Parties.
7. The terms of this MOA may only be modified or amended with a written Amendment executed by both Parties.
8. GREENSBORO will pay the COUNTY \$44,334 (1/3 of the total cost) for the first years implementation in Fiscal Year 2016-2017. Payment is to be received by the COUNTY within thirty (30) days of approval of this MOA.
9. HIGH POINT will pay the COUNTY \$44,334 (1/3 of the total cost) for the first years implementation in Fiscal Year 2016-2017. Payment is to be received by the COUNTY within thirty (30) days of approval of this MOA.
10. The PARTIES will determine subsequent annual payment amounts (not to exceed \$40,834, a maximum of 1/3 share of ongoing system costs) through the "Notification System Advisory Board." Payment is to be received by the COUNTY by October 1 of each Fiscal Year.
11. The COUNTY will continue to provide funding to allow for maintenance and support for the System, subject to annual appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.
12. The COUNTY will act as the liaison between Everbridge and the PARTIES of this agreement for customer support, training, and services.
13. This MOA, including the Exhibits and/or Attachments, sets forth the entire Agreement between the Parties.
14. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The Parties will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.
15. The term of this Contract shall be for one (1) year from the Effective Date hereof, and will renew automatically for additional one (1) year terms until the arrangement is amended or terminated as provided herein, or until such time as this Agreement is superseded by a new Agreement between the Parties.
16. Each Party agrees to be solely responsible for its own negligent acts or omissions and willful misconduct, and those of its employees, agents, and subcontractors, in the performance of services provided hereunder.
17. The terms of this Agreement may only be amended with a written Contract Amendment executed by all three Parties.
18. Any Party may terminate this Agreement for any reason and without penalty, upon a six month (6) written notice to the other Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized representatives as of the date first above written.

GUILFORD COUNTY

ATTEST:

Marty K. Lawing, Guilford County Manager

Guilford County Clerk to Board

(COUNTY SEAL)

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City of Greensboro Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, the day and year indicated below:

Recommended By:

Fire Chief
Greensboro Fire Department

Approved By:

City Manager

Printed Name

Date

This Instrument has be preaudited in the manner required
By the Local Government Budget & Fiscal Control Act.

Approved as to Form

Deputy Finance Officer

City Attorney

Printed Name

Date

Date

ATTESTED

City Clerk

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City of High Point Signatures

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF HIGH POINT

Approved By:

Greg Demko
City Manager

Date

This Instrument has been preaudited in the manner required by the local Government Budget & Fiscal Control Act.

Approved as to Form

Jeff Moore
Financial Services Director

JoAnne Carlyle
City Attorney

Date

Date

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ATTACHMENT #1 – ADVISORY BOARD

1. **PURPOSE:** The purpose of the Notification System Advisory Board is to determine policies and procedures for the implementation, use, and maintenance of the Community Notification System.

2. **GOVERNANCE:** The purpose of the Notification System Advisory Board is to determine policies and procedures for the implementation, use, and maintenance of the Community Notification System.
 - 2.2. Membership: Due to the shared nature of the system, the representation of the advisory board will consist of:
 - 2.2.1. Guilford County Emergency Management Division Director (Chair)
 - 2.2.2. Guilford County Sheriff’s Representative
 - 2.2.3. City of Greensboro Fire Department Representative
 - 2.2.4. City of Greensboro Police Department Representative
 - 2.2.5. City of High Point Fire Department Representative
 - 2.2.6. City of High Point Police Department Representative

 - 2.3. Staff Support
 - 2.3.1. Staff support to the Advisory Board will be provided by the Guilford County Emergency Management Division.

 - 2.4. Roles of Governance Committee
 - 2.4.1. To establish the operating parameters of the system and to provide for the future viability of the system as an on-going concern.
 - 2.4.2. Ensure transparency and public accountability for the operations and finances of the system and its participants
 - 2.4.3. Determine the operating, maintenance and administration policies and procedures for system use.
 - 2.4.4. Determine future system enhancements or modifications.
 - 2.4.5. Determine system expansions to additional allied agencies that are not a part of this initial agreement.
 - 2.4.6. Develop and approve strategic planning of the system, and the ability to offset operating expense through contractual agreements with other entities.
 - 2.4.7. Annually set the rates for system users and owners of the system.
 - 2.4.7.1. For the purposes of this Agreement, OWNERS are defined as the three PARTIES (COUNTY, GREENSBORO, HIGH POINT).
 - 2.4.7.2. USERS are defined as allied agencies that are not elements of the COUNTY, GREENSBORO, or HIGH POINT, that benefit from the infrastructure of the shared asset.
 - 2.4.8. All revenue generated on behalf of the system will be divided among the Parties in a manner determined by the governance committee and reduce the annual share of the Parties

CITY OF HIGH POINT

AGENDA ITEM



Title: Pole Attachment Agreement-Level 3 Communications, LLC

From: Garey S. Edwards, Electric Utilities Director

Meeting Date: November 7, 2016

Public Hearing: N/A

Advertising Date /

Advertised By: N/A

Attachments: Attachment A: Pole Attachment Agreement

PURPOSE:

This agreement/contract will allow Level 3 Communications to attach their lines/equipment to the City's overhead distribution system.

BACKGROUND:

Under State law we are required to allow pole attachments to the City's overhead distribution system. Level 3 Communications is a communication provider that works in conjunction with cell phone providers in our area. This document has been reviewed by the Electric Department and the City's Legal Staff.

BUDGET IMPACT:

Level 3 Communications is responsible for all attachment fees and make ready cost incurred by the City.

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to approve this contract/agreement.

POLE ATTACHMENT AGREEMENT

BETWEEN

Level 3 Communications, LLC

AND

The City of High Point, North Carolina

October 3, 2015

Pole Attachment Agreement
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POLE ATTACHMENT AGREEMENT

THIS POLE ATTACHMENT AGREEMENT (“Agreement”), entered into on this ____ day of _____, 2016 (the “Effective Date”) by and between the **City of High Point, North Carolina** (hereinafter “Licensor”), and Level 3 Communications, LLC, a Delaware limited liability company (hereinafter “Licensee”), sometimes referred to collectively as the Parties or individually as “Party”;

WHEREAS, Licensee proposes to furnish communications services and desires to install and maintain all facilities, including, but not limited to, aerial cables, wires, and associated hardware (hereinafter cumulatively referred to as “Facilities”) on Licensor’s poles in Licensor’s and in the rights of way of Licensor; and

WHEREAS, Licensor is willing to permit, subject to the terms and conditions set forth herein, to the extent required by law, including, but not limited to, North Carolina General Statutes § 62-350 the attachment of Licensee’s Facilities to its poles, where such use will not interfere with Licensor’s own primary electric service requirements or the existing attachments of others authorized to use the poles of Licensor.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties do hereby mutually covenant and agree as follows:

ARTICLE I. **SCOPE OF AGREEMENT**

1.1 **Service Area.**

This Agreement shall be in effect in all Licensor areas and shall apply to Licensor poles now existing or hereafter constructed during the term of this Agreement.

1.2 **Intentionally Left Blank.**

1.3 **Authorization.**

Subject to the terms and conditions of this Agreement, Licensor grants to Licensee and Licensee accepts from Licensor, a non-exclusive license to occupy, place and maintain its Facilities on Licensor’s poles, which non-exclusive license includes the use of Licensor’s drop/service poles. No use of Licensor’s poles, however extended, or payment of fees or charges required under this Agreement, shall create or vest in Licensee any ownership or property rights in such poles. Licensee rights herein shall remain those of a mere license.

1.4 **Assignment.**

Licensee may not assign its rights under this Agreement to any other entity without Licensor’s prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Licensee may assign its rights under this Agreement to an entity acquiring fifty-one percent (51%) or more of Licensee stock or assets or any subsidiary or affiliated company in which Licensee holds a 10% or greater interest or an

entity controlling or under common control with Licensee without obtaining Licensor's consent. Licensor shall notify Licensee within thirty (30) days in the event it assigns its rights under this Agreement or if it transfers ownership of any or all of its poles to another entity. Notwithstanding the foregoing, this Section 1.4 shall not prohibit license from leasing fibers or capacity in its facilities.

1.5 **Facility Removal.**

Upon termination of this Agreement for any reason, and subject to the provisions of applicable North Carolina law, Licensee, at the request of Licensor, shall remove, at Licensee's expense, all Facilities from Licensor's poles. The maximum time limit within which Licensee shall remove its Facilities from Licensor's poles shall be ninety (90) days. If Licensee does not remove its Facilities from Licensor's poles as required by this Section 1.5, Licensor shall have the right to remove Licensee's Facilities at the sole risk and expense of Licensee.

1.6 **Authorizations Required.**

Licensee, at its sole cost and expense, shall secure all authorizations, franchises, licenses, permits and consents required for the construction, operation and maintenance of the Facilities. If any authorizations, franchises, licenses, permits or consents obtained by Licensee are subsequently revoked, terminated or denied for any reason, Licensee shall retain the right to pursue and exhaust all legal, administrative, and equitable remedies in all state and federal forums before Licensor may revoke Licensee's permission to attach to Licensor's poles.

1.7 **Term.**

This Agreement shall become effective upon its execution and shall continue in effect for an initial term of five (5) years (the "Initial Term"); thereafter, this Agreement shall renew automatically for one (1) successive term of five (5) years (each, a "Renewal Term"). Licensor or Licensee may terminate this Agreement at any time during the Initial Term or any Renewal Term with six (6) months written notice to the other. In the event that this Agreement is terminated, the contract terms and conditions, including the applicable rates, shall continue as stated herein until this Agreement is renewed on terms and conditions satisfactory to both Parties. If the Parties are unable to agree on satisfactory renewal terms and conditions, and unless the Parties are proceeding in accordance with North Carolina General Statutes § 62-350, Licensee shall remove its Facilities in accordance with the provisions of Section 1.5 of this Agreement.

ARTICLE II.

PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

2.1 **Permit Application; Confidentiality.**

Before making or modifying any attachment to any pole or poles of Licensor, Licensee shall submit a permit application (see **Exhibit A**) and receive from Licensor a permit for such attachment/placement. The Parties agree Licensee shall not be required to submit a

permit application in order to perform routine maintenance, including replacement of cables or overlashing; however, Licensee shall provide Licensor with five (5) days advance notice of any overlashing. In addition, Licensor agrees that a permit application shall not be required for Licensee to make an attachment to drop poles subject to the requirements stated in Section 2.8 of this Agreement. All materials submitted by Licensee in connection with permit applications for Facilities are to be handled and reviewed only by those Licensor personnel directly responsible for the coordination and administration of joint-use requests. Such materials are of a confidential, proprietary, and commercially sensitive nature and, unless otherwise required by law, shall not be disclosed by Licensor or its employees for any reason other than to process and administer Licensee Facilities' permit application request.

2.2 **Make-ready Survey.**

When Licensor receives a permit application, a make-ready survey may be necessary to determine the adequacy of the existing poles and anchors to accommodate Licensee's Facilities. Licensor, upon prior notice to Licensee, may perform the field inspection portion of the make-ready survey and Licensee may be present if desired.

2.3 **Grant or Denial of Access.**

Except as otherwise provided by law, Licensor reserves the right to deny Licensee access to any pole, on a non-discriminatory basis, where there is insufficient capacity on or in Licensor's poles or for reasons of safety, reliability or generally applicable engineering standards, provided that before Licensor denies access based on insufficient capacity, Licensor shall explore potential accommodations in good faith and take all reasonable steps to accommodate Licensee request for access. In addition, Licensor shall not arbitrarily deny or condition Licensee's permit application based upon Licensee's status as a provider of cable service, broadband cable communications services or other lawful communications services. Licensor shall either grant or deny access to its facilities within thirty (30) calendar days of Licensee permit application. If access is not granted by Licensor within thirty (30) days of Licensee permit application, Licensor must confirm the denial of access in writing by the thirtieth (30th) day. Licensor's denial shall be specific and shall include all relevant evidence and information supporting its denial, and shall explain how such evidence and information related to the denial of access for reasons of lack of capacity, safety reliability or generally applicable engineering standards.

2.4 **Make-ready.**

(A) Whenever any pole to which Licensee seeks attachment can and must be modified or replaced solely to accommodate Licensee's Facilities, Licensor will provide Licensee with a detailed estimate of make-ready work it believes to be necessary to prepare the pole for Licensee's Facilities. Licensor will provide Licensee with such estimate within thirty (30) days of receiving Licensee's permit application for attachment. After receiving this estimate, if Licensee still desires to make the attachments, Licensee shall notify Licensor within 15 days of receiving such estimate of such continuing desire to attach or occupy, and shall pay to Licensor any required advance payment for the reasonable and actual cost

of such make-ready work, which may include engineering, materials (including poles and associated hardware), cost of removal (less any salvage value), and the expense of transferring Licensor's facilities, as well as the attachments of other preexisting occupants, from the old to the new poles if required solely to accommodate Licensee's Facilities. Where the advance payment of estimated expenses made to Licensor by Licensee for both non-replacement make-ready and replacements is less than the reasonable and actual cost of work described above, Licensee shall pay Licensor the amount in excess of the amount of the advance payment. Where the advance payment of estimated expenses made to Licensor by Licensee exceeds such reasonable and actual costs, Licensor shall refund the difference to Licensee. Licensor shall commence all requested make-ready and pole replacement work within 15 days of receiving any work request confirmation and any required advance payment from Licensee. Licensee shall not be responsible for any make ready costs required to cure pre-existing violations of the NESC or other applicable requirements.

(B) Notwithstanding the foregoing, Licensee, at its option but with Licensor's prior written consent, may choose a contractor, that meets industry standard qualifications and criteria, to perform make-ready work on its behalf. In secured areas where safety or system reliability concerns are an issue, Licensor may require an escort to supervise the work of Licensee's agents. Licensor shall also retain the right to perform post-installation inspections, at Licensee's expense, to ensure Licensee's agents' work meets Licensor's standards.

(C) Licensor shall be responsible for notifying other parties with existing attachments or occupancy and coordinating the make-ready work necessary in order to accommodate Licensee's attachments.

2.5 **Multiple Applications.**

When applications to occupy the same pole, or have been received from two or more prospective occupants, including Licensee, before any one of them is given a permit, and, if to accommodate their respective facilities it would be necessary to rearrange existing facilities or replace the pole, each such prospective occupant shall bear the applicable costs of rearrangement or replacement incurred in conjunction with its own application(s)

2.6 **Modifications and Cost Allocation.**

If a pole to which Licensee has previously made an attachment is to be modified or replaced due to the requirements of another joint-user, including Licensor, except when such modification is for the purpose of performing routine maintenance or to respond to an emergency situation, Licensor shall provide Licensee with forty-five (45) days notice of the proposed modification or replacement so that Licensee can determine whether it wishes, subject to the provisions of Section 2.1, above, to add to or modify its existing attachment or occupancy in connection with the proposed modification or replacement. For purposes of this Section 2.6 only, and in the event Licensee decides to add to or modify its existing attachment or occupancy in connection with the proposed modification or

replacement, Licensee give notice to Licensor of its intent within thirty (30) days of receipt of notice from Licensor.

In the event that a pole is modified as a result of the requirements of Licensor, Licensee or any other joint-user, the costs of modification (including, but not limited to, the cost of rearranging or replacing the attachments of other joint-users who do not take part in or directly benefit from the modification) shall be borne proportionately by all such entities that require such modification to obtain access to such pole. For the purpose of allocating modification costs under this section, the proportion of the modification costs attributable to each modifying or newly attaching entity shall be determined by the ratio of the new useable space occupied by each modifying or newly attaching entity in relation to the total new usable space occupied by all modifying or newly attaching entities. For example:

(A) Should Licensor replace any poles because of the increased requirements of more than one pole occupant, including those of Licensee, Licensee shall be responsible only for its transfer costs from the old pole to the new pole and the cost of any non-betterment portion of the new pole.

(B) Should Licensor replace any poles solely because of Licensee increased requirements, in addition to being obligated to transfer its attachments to the new pole at its own expense, Licensee shall pay those costs and expenses associated with the transfer of other pole occupants' facilities from the old pole to the new pole.

(C) Should the increased requirements of Licensor and/or the requirements or increased requirements of other pole occupants call for the replacement of any poles without any increase in the requirements of Licensee, Licensee shall not be required to bear any costs associated with such pole replacements, and Licensee shall be reimbursed for any costs associated with the transfer of its Facilities from the old pole to the new pole. Whenever Licensor intends to modify or replace a pole, Licensor shall provide 45 days advance written notification of such action to Licensee so that Licensee may have a reasonable opportunity to add to or to modify its attachment.

2.7 **Pole Maintenance.**

(A) Should Licensor replace any poles because of (i) deterioration or (ii) the requirements of public authorities or property owners, and should Licensee desire to occupy the new pole, Licensee shall be obligated to transfer its attachments to the new pole at its own expense.

(B) Licensee, at its own expense and risk and by the terms of this Agreement, shall place, transfer, and rearrange its own attachments on Licensor's poles, place guys to sustain any unbalanced pole loads caused by its own attachments, and perform any tree trimming or cutting incidental thereto. Licensee at all times shall perform such work promptly and in such manner as not to interfere with the service of Licensor or by other pole occupant.

(C) In the event Licensor determines, in Licensor's reasonable judgment, that a particular condition or situation is an emergency, Licensor may arrange to relocate, replace,

remove, renew or disconnect Licensee's Facilities and transfer them to substituted poles or perform any other work in connection with Licensee's Facilities that may be required during the emergency. Licensor shall provide Licensee with the immediate notice of the situation so that Licensor and Licensee, if possible, may coordinate their responses to the emergency. If notice is impossible during the emergency situation, Licensor shall notify of any emergency and any relocation, replacement or removal affecting Licensee's attachments, as soon as reasonably practicable.

(D) Licensee shall have access to Licensor's maintenance duct to perform maintenance work and emergency repairs.

(E) Licensee shall be responsible for trimming and cutting all trees, shrubbery, and other vegetation in the vicinity of its Facilities as necessary for the operation of its own Facilities and at its own expense. This shall be done in a manner not to interfere with or damage any existing attachments. For non-emergency maintenance, property owner(s) shall be notified in advance of any work performed by Licensee.

2.8 **Drop Poles Runs.**

Notwithstanding any other provision set forth in this Agreement, after initial construction of its Facilities, Licensee shall have the right to attach non-current carrying drops to drop poles ("Drops") without prior application; provided, however, that Licensee shall forward a notice of attachment of Drops quarterly for billing adjustments.

2.9 **Continuous Licensor Operation.**

Licensee expressly agrees that Licensee shall not intentionally interfere with the normal operation of Licensor's equipment during Licensee's performance of any construction or maintenance, and that Licensee shall provide and use all protective equipment necessary for the protection of Licensee employees and equipment and to guard against interferences with normal operation of Licensor's equipment.

2.10 **Compliance with and Supplements to Safety Codes.**

Licensee shall attach its Facilities to Licensor's poles in a safe condition and maintain them in thorough repair, and in compliance with the requirements and specifications set forth in applicable Federal and State law, the National Electrical Safety Code in effect as of the time of attachment ("NESC") and the applicable rules and regulations of the Occupational Safety and Health Act. In the event the NESC is updated, all Facilities installed by Licensee after the effective date of the updated NESC shall comply with the applicable requirements of the updated NESC. Licensor shall apply to Licensee only such specifications, standards and practices as are uniformly applied to all parties attached to the poles.

2.11 **Non-Interference with Licensor Facilities.**

Licensee at all times shall ensure that its agents, servants, employees, and contractors neither take nor attempt to take any action whatsoever to interfere with Licensor's wires, attachments, and other facilities attached to or supported by poles covered by this

Agreement. Each Party shall exercise reasonable precautions to avoid damage to the facilities of the other.

ARTICLE III.
INSPECTIONS

3.1 Post-Installation and Safety Inspections.

Licensor reserves the right to inspect each new Licensee installation on Licensor's poles and in the vicinity of Licensor's lines. Licensor also reserves the right to make reasonable periodic inspections as conditions may warrant, to determine if Licensee's construction and installation complies with the approved shop drawings, construction drawings, and/or applicable safety codes or laws.

3.2 Facilities Inventory.

(A) Licensee and Licensor, acting in a cooperative manner for purposes of rendering bills, shall tabulate the total number of Licensee attachments on Licensor's poles. This tabulation shall be based on a perpetual inventory of permits.

(B) Within three (3) months after the Effective Date, Licensor shall conduct an initial inventory of Licensee's attachments to verify the number of poles on which Licensee has attached its equipment and may conduct subsequent inspections as set forth herein. All such attachments found in the initial inventory shall be deemed authorized. Licensor shall provide thirty (30) days' notice of such initial inventory so that Licensee may be present and observe such inventory. After completion of the initial inventory of poles, subsequent inventories may be taken by Licensor as frequently as annually. To the extent subsequent inventories identify Facilities that have been attached without permits since the most recently completed inventory, Licensee shall pay Licensor the unauthorized attachment fee set forth below in Section 3.3.

(C) Inventories may be conducted, in Licensor's discretion, either by Licensor or by an independent contractor selected by Licensor. Licensee shall be permitted to observe the conduct of the physical inventory. Subsequent inventories shall be preceded by ninety (90) days advance written notice to Licensee. Prior to such inventory, the projected costs of the inventory shall be submitted to Licensee in advance for approval. Licensee shall be responsible for a pro-rata share of the actual inventory costs on poles to which Licensee has attachments.

(D) As an alternative to performance of a physical inventory, the Parties may, if mutually agreed, determine the number of attachments from existing maps and/or attachment records provided that such maps or records exist and provided that each Party agrees that results with reasonable accuracy can be achieved. If the Parties agree to this method, any maps and/or records belonging to one of the Parties and utilized to count attachments shall be made accessible to the other Party and the number of attachments shall be determined through a mutual and cooperative effort of both Parties. The results of attachment counts performed in this manner shall be treated, for the purpose of determining

rentals and other charges due for unauthorized attachments, as if results were achieved by an actual jointly conducted physical inventory.

3.3 **Inventory Disparity.**

(A) Following the initial inventory described above in Section 3.2, in the event the number of poles to which Licensee has attached its Facilities differs from the number shown in Licensor records, Licensor may collect from Licensee, for each pole with an unauthorized attachment, an unauthorized attachment penalty not in excess of an amount approximately equal to the otherwise applicable annual pole for the number of years since the most recent inventory or five years, whichever is less. This penalty shall be imposed in lieu of any amounts recoverable for unpaid annual fees. Within forty-five (45) days from notice by Licensor to Licensee of an unauthorized attachment, Licensee shall either apply for a permit or remove its unauthorized attachment. If Licensee fails to either apply for a permit or remove its unauthorized attachment within such forty-five (45) days, Licensor shall have the right to remove the unauthorized attachment at the sole risk and expense of Licensee.

ARTICLE IV.
ABANDONMENT OF JOINT POLES
AND REMOVAL OF ATTACHMENTS

4.1 **Notice.**

Licensee, at any time, may remove its Facilities from any pole(s) of Licensor, and shall give Licensor written notice within thirty (30) days of such removal.

4.2 **Pole Abandonment.**

(A) If Licensor desires at any time to abandon any pole(s), it shall give Licensee notice in writing to that effect at least 90 days prior to the date on which it intends to abandon such pole. If, at the expiration of such 90 day period, Licensor has no attachments on such pole(s) but Licensee has not removed all of its attachments from such pole(s), Licensor may transfer ownership of the pole(s) to Licensee if accepted by Licensee. In the event Licensee agrees to accept such poles, Licensee shall hold Licensor harmless from all obligation, liability, damages, costs, expenses or charges incurred thereafter, and not arising out of any prior event or occurrence theretofore as a result of any attachments to such pole(s).

(B) If Licensee does not accept the transfer of ownership of pole(s) or abandoned by Licensor, Licensor shall have the right to remove Licensee's attachments at the sole risk and expense of Licensee.

ARTICLE V.
RENTAL AND PROCEDURE FOR PAYMENTS

5.1 **Rental Rate.**

The annual rental amount to be paid by Licensee shall be \$ 7.00 per year for each pole to which Licensee's Facilities are attached.

5.2 **Payment Due Date.**

Rental payments shall be invoiced annually. Licensor will submit to Licensee an invoice for the annual rental period no later than the sixtieth (60th) day after the Effective Date (and no later than the sixtieth (60th) day after the anniversary of the Effective Date for each renewal term). The invoice will reflect the number of attachments as of the Effective Date. Rental bills shall be considered delinquent if not paid in full within 30 days upon receipt. If Licensor does not receive any undisputed fee or other undisputed billable amount within (30) days after it becomes due, Licensee shall pay interest to Licensor at a rate set for that period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Code.

5.3 **Payment of Other Amounts.**

Any other payments required to be made by either Party pursuant to the terms of this Agreement shall be made in accordance with the provisions of this Article V.

ARTICLE VI.
LIABILITY AND INSURANCE

6.1 **Indemnity and Allocation of Liability.**

The Parties shall exercise reasonable care to avoid damage to the facilities of each other, to the facilities of other joint-users on Licensor's poles or to other persons or their property. When any liability is incurred by either or both of the Parties hereto for damages for injuries to the employees or for injury to the property of either Party, or for injuries to other persons or their property, arising out of the joint use of facilities under this Agreement, or due to the proximity of the facilities of the Parties covered by this Agreement, the liability for such damages, as between the Parties hereto, shall be as follows:

(A) Except as otherwise provided in this Article VI, each Party hereby assumes all responsibility and shall be liable for any and all loss for damage to the facilities of the other and to the facilities of other joint-users on Licensor's poles caused solely by its gross negligence or willful misconduct, or that of its employees, agents, servants or independent contractors;

(B) Each Party hereby assumes all liability and shall be liable for all damages caused by such Party for injuries to third persons or third person's property caused solely by its gross negligence or willful misconduct, or that of its employees, agents, servants or independent contractors;

(C) In the event such injuries are proximately caused by the concurrent gross negligence or willful misconduct of both Parties hereto, each Party shall be liable for the damages in the same proportion that the damages caused by the gross negligence or willful misconduct of the respective Party bears to the total damages;

(D) Where, on account of injuries of the character described in the preceding paragraphs of this Article, either Party hereto shall be required to make any payment to its injured employees or to the relatives or representatives in conformity with: (1) the provisions of any Workers' Compensation Act or any act creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of and in the course of the employment, whether based on negligence on the part of the employer or not, or (2) any plan for employees' disability benefits or death benefits now established or hereafter adopted by the parties hereto or either of them, such payments shall be construed to be damages within the terms of the preceding sections of this Article.

(E) Intentionally Omitted.

(F) Intentionally Omitted.

(G) To the extent allowed by the laws of North Carolina, each Party shall indemnify (the "Indemnifying Party") and save harmless the other party (the "Indemnified Party") from and against all liability, including, but not limited to, all damages, costs, attorneys' fees, disbursements, and other proper charges and expenditures that the Indemnified Party may incur, solely as a result of the gross negligence or willful misconduct of the Indemnifying Party, its employees, agents, servants or independent contractors (other than the Indemnified Party), while in the course of their employment or in the performance of their contract which causes damages to third parties or to the property of third parties which are proximately caused by such acts, omissions or breaches. The agreement to indemnify and save harmless is conditioned on the following:

- (i) that the Indemnified Party shall give prompt notice in writing to the Indemnifying Party of such a claim; and
- (ii) that the Indemnifying Party shall have the sole control of the defense of any action on such a claim, and all negotiations for the settlement or compromise of the same; provided, however, that the Indemnifying Party shall not settle or compromise an action or claim on behalf of the Indemnified Party without the prior written consent of the Indemnified Party;
- (iii) should any situation become, or in Indemnifying Party's opinion be likely to become, the subject of any such claim or action, the Indemnified Party shall permit Indemnifying Party, at the option and expense of the Indemnifying Party, to take such reasonable action as may be appropriate under the circumstances to avoid such claim, or to effectuate the settlement thereof; and
- (iv) the Indemnifying Party shall have no liability to the Indemnified Party hereunder for any damages caused solely by the Indemnified Party, its agents, servants, employees, or independent contractors (other than the Indemnifying Party).

6.2 **Consequential Damages.**

Notwithstanding the foregoing, neither Party shall be liable to the other for any indirect, special or consequential damages, including, but not limited to, loss of profits or revenues, interruption of customer service or interference with business operations.

6.3 **Settlement.**

In the event the Indemnifying Party compromises or settles any such claim with a third party, the Indemnifying Party shall obtain a release of all claims arising out of that particular incident against the Indemnified Party, in addition to any release in favor of the Indemnifying Party.

6.4 **Insurance Requirements.**

Licensee shall carry and keep in force, while this Agreement is in effect, insurance contracts, policies and protection with a reliance company or companies satisfactory to Licensor and licensed to do business in North Carolina in amounts and for coverage deemed necessary for its protection by Licensee, but in no event for amounts or coverage less than the following minimum requirements:

(A) Commercial General Liability Insurance (including, but not limited to premises, operations, explosion, collapse and underground hazard, broad form property damage, products/completed operations, contractual liability, independent contractors, personal injury) with limits of at least \$2,000,000 combined single limit bodily injury and property damage for each occurrence.

(B) Licensee shall also carry and keep in force, while this Agreement is in effect, Workers' Compensation insurance in compliance with the laws of North Carolina and employer's liability insurance with minimum limits of \$1,000,000 per occurrence.

(C) Licensee shall furnish Licensor with certificates of insurance showing that such insurance is in force and will not be cancelled or modified without thirty (30) days' prior written notice to Licensor. Neither acceptance nor knowledge (by and of Licensor) of the procurement of Licensee of insurance protection of lesser scope than that required to be procured by it under this Agreement shall in any manner or for any purpose constitute or be deemed a waiver by Licensor of the requirements imposed respecting insurance protection, nor shall any such acceptance or knowledge of insurance protection of lesser scope in any manner or for any purpose lessen or modify or constitute a limiting interpretation of the scope of the matters covered by and obligations of Licensee under this Agreement.

6.5 **Waiver of Recovery**

Each party hereby waives any and every right or cause of action for any and all loss of, or damage to, any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom the other party may be responsible),

which loss or damage is covered by valid and collectible fire, extended coverage, “All Risk” or similar policies, to the extent that such loss or damage is recovered under any of the insurance policies. Written notice of the terms of this mutual waiver shall be given to each insurance carrier and the insurance policies shall be properly endorsed, if necessary, to prevent the invalidation of any insurance coverage by reason of this waiver.

ARTICLE VII.
TERMINATION AND DEFAULTS

7.1 **Default.**

If Licensee shall default in any material obligation under this Agreement, Licensor may, in the event Licensee fails to cure such default in accordance with Section 7.3 below, terminate Licensee’s use of the particular poles covered by this Agreement which are the subject of the default or terminate this Agreement in its entirety.

7.2 **Termination Effective Date.**

Any termination shall be effective by written notice from one Party to the other, and termination shall be effective upon 90 days notice.

7.3 **Opportunity to Cure.**

Prior to exercising any remedy or terminating this Agreement as a result of a default by Licensee, Licensor shall provide notice to Licensee and Licensee will have an opportunity to cure within thirty (30) days, or within such time frame as is reasonable to affect a cure which cannot be completed within thirty (30) days, so long as Licensee exercises diligence in completing the cure. If Licensee cures the default during this time or commences such cure which may not be completed within sixty days, a default will no longer exist and Licensor may not exercise any remedy or terminate this Agreement.

ARTICLE VIII.
MISCELLANEOUS PROVISIONS

8.1 **Conduct of the Parties.**

The parties agree to conduct themselves reasonably and in good faith in implementing the terms of this Agreement.

8.2 **Survival.**

The obligations of the parties under this Agreement, to the extent that they arose while the Agreement was in effect and remained unfulfilled at the time of termination, shall survive both the termination of this Agreement and/or the termination of any permit or license granted hereunder. Any such termination shall not release either party from any liabilities, claims, or obligations arising hereunder including, but not limited to, indemnities which may have accrued or are accruing prior to or at the time of termination.

8.3 **Waiver.**

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

8.4 **Entire Agreement.**

This Agreement, and the Exhibits attached hereto, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties hereto for attachment of Licensee's Facilities to Licensor's poles. To the extent that there are any prior pole attachment agreements in effect between the Parties as of the Effective Date, any such agreements shall be deemed terminated as of the Effective Date. This Agreement may be amended only upon the written agreement of both Parties.

8.5 **Notice.**

Any notice hereunder may be given only in writing, by Certified, Registered or Return Receipt Requested United States first class mail, postage prepaid, or by a nationally recognized overnight carrier service.

If given to Licensor, addressed to: City of High Point
City Manager's Office
P.O. Box 230
High Point, NC 27261

If given to Licensee, addressed to: Michael Nebinger, OSP Engineer
Level 3 Communications, LLC
496-F Gallimore Dairy Rd
Greensboro, NC 27409

Copy to:

CT Corporation Systems, Registered Agent
150 Fayetteville St., Box 1011
Raleigh, NC 27601-2957

Any notice so given shall conclusively be deemed to have been served upon receipt.

8.6 **Compliance with Laws and Regulations.**

Each Party shall comply with all federal and state statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. In the event of a change in federal or state law that would apply to any of the provisions of this Agreement, such change shall be effective immediately.

8.7 **Applicable Law.**

This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the United States and the State of North Carolina, without regard to conflict of laws principles.

8.8 **Severability.**

Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

8.9 **Force Majeure**

Neither Licensor nor Licensee be liable for any delay or failure in performance of any part of this Agreement if due to a cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, embargoes, work stoppages, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation carriers.

9 **Exhibits**

This Agreement shall include all Schedules and Exhibits referenced in this Agreement and attached hereto as if the Schedules and Exhibits were part of the Agreement.

- Exhibit A- Pole Attachment Application
- Exhibit B- Pole Attachment Specifications

IN WITNESS WHEREOF, the parties hereto have their respective officers who are duly authorized to execute this Agreement below.

LICENSOR:

City of High Point, NC

Date: _____

By: _____

Name: _____

Title: _____

LICENSEE:

Level 3 Communications, LLC

Date: _____

By: _____

Name: _____

Title: _____

**EXHIBIT A
APPLICATION AND PERMIT**

_____, 201_

_____, North Carolina

In accordance with the terms of the Pole Attachment Agreement, dated_____, 201_, Application is hereby made for a permit to attach facilities to the poles owned and maintained by the _____, as more particularly shown on the maps, drawings and documents attached.

Description of Poles and Locations:

By: _____

Title: _____

(Licensee)

Permit granted, _____, 201_, subject to Licensee's approval of the attached changes and rearrangements at an estimated cost to Licensee of \$_____. Payable in advance.

By: _____

Title: _____

(Licensor)

The above changes, rearrangements, charges, and rental approved and advance payment therefore enclosed.

Licensee:

By: _____

Permit No.: _____

Title: _____

EXHIBIT B
POLE ATTACHMENT SPECIFICATIONS

1. Licensee shall install, maintain, transfer and remove its Attachments at its own expense. All telecommunications facilities attached to Licensor's poles shall be installed in a manner to ensure compliance with the requirements of the *National Electrical Safety Code* (NESC) (ANSI C2) in effect at the time of installation, except as otherwise applied by the NESC. Maintenance and operations of the attached facilities must comply with the requirements of the NESC edition in effect at the time of installation except as otherwise applied by the NESC.
2. Any unbalanced loading of Licensor's Poles caused by the placement of Licensee's facilities shall be properly guyed and anchored by Licensee with a guy and anchor provided by Licensee, at no expense to Licensor. Licensee shall not attach any guy wire to Licensor's anchor, anchor rod, guy wire, or guy wire attachment on the pole.
3. A preliminary "ride through" of the proposed route of Licensee's facilities shall be made by representatives of Licensor and Licensee upon request by Licensor.
4. Licensee shall check and verify the condition of any Pole prior to climbing or performing work on it.
5. On Poles where Licensor has secondary/neutral conductors, all Attachments shall be located on the same side of each Pole as any existing telephone or communications cable, or as otherwise designated in advance in writing by Licensor.
6. On Poles where Licensor has secondary/neutral conductors, all Attachments shall be located on the same side of the Pole as the secondary conductors, or as otherwise designated by Licensor.
7. Where permitted, each such power supply or equipment enclosure shall be considered to be one or more Attachments.
8. Licensee shall cause all cabinets, enclosures, and messengers to be grounded by bonding to the existing pole ground with #6 solid, bare, soft drawn copper conductor where available or by installing a supplemental ground and ground rod.
9. Licensee shall not install a power supply or any other equipment enclosure on any of Licensor's Poles on which underground risers, capacitor banks, sectionalizing equipment or voltage regulators are already installed or on any Poles which are not accessible by general purpose aerial lift equipment using an all weather access road.
10. No electrical service connection to a Licensee power supply shall be made or installed by Licensee until after the local authority having jurisdiction has completed an inspection of and approved the installation of the required meter base and service equipment.
11. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
12. All of Licensee's Attachments shall comply with NESC clearance requirements and all mid-span clearances between Licensee's facilities and Licensor's lowest conductors shall comply with NESC clearance requirements.

13. Licensee shall maintain a minimum of twelve (12) inches clearance between all of its Attachments and any attachment made by other attaching parties.
14. Licensee may not install standoff brackets, cross arms, alley arms, or cable extension arms for the support of any of its facilities without prior written approval of Licensor. In no event shall Licensee use any cross arm or alley arm brace above the arm that it supports.
15. Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used pole, subject to the approval of Licensor in its sole discretion.
16. The type and placement of any Licensee anchor installed to accommodate Licensee's guy wire shall be approved by Licensor in writing prior to installation. Any such anchor shall be placed so that Licensee's guy wire does not interfere with any guy wire of Licensor or a third party.
17. Licensee shall provide to Licensor a statement summarizing the standards used by Licensee for its standard pole attachment installations.
18. Prior to the installation of Attachments by Licensee to a Pole on which Licensor does not have a secondary/neutral conductor, Licensor shall have identified to Licensee the point on such Pole at which Licensor may or intends to attach a secondary/neutral conductor in the future. Licensee shall install its Attachment with the applicable clearance specified in Table 235-5 of the NESC necessary to accommodate the identified future location of such secondary/neutral conductor. To the extent that make-ready work is necessary to accommodate Licensee's attachment because of Licensor's reservation of space to add a secondary/neutral conductor, Licensor shall bear the cost of such make-ready work.

CITY OF HIGH POINT

AGENDA ITEM



Title: Supplemental Agreement for Lexington Avenue Phase I Feasibility Study

From: Mark McDonald, Transportation Director

Meeting Date: Monday November 7, 2016

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments: Supplemental Agreement with Scope of Work and Fee Estimate

PURPOSE:

Consideration of a contract for professional engineering services with HDR for a transportation study to determine the feasibility of proposed improvements for the E. Lexington Avenue / Greensboro Road corridor, between I-74/US 311 and N. Centennial Street (Phase I).

BACKGROUND:

The Lexington Avenue/Greensboro Road corridor provides a key transportation link from Greensboro and Jamestown into northern Davidson County. Formerly US 70, this route passes directly through the heart of High Point and crosses many other significant roads and streets, including I-74/US 311, Deep River Road, Montlieu Avenue, N. University Parkway, N. Centennial Street, N. Main Street, and Westchester Drive (NC 68). An improved gateway corridor will enhance access to the Five Points community, the High Point Museum, the city's greenway, the Andrews/Welborn schools complex, High Point University, and the Uptowne District commercial business district, as well as to surrounding residential neighborhoods. The envisioned multi-modal street will include improvements to sidewalks, bus stops, and managed access, with the addition of bike lanes and a landscaped median and shoulders. The project was submitted to the North Carolina Department of Transportation (NCDOT) for inclusion in the next issue of the State Transportation Improvement Program (STIP), and although not funded, it received favorable consideration and will likely move forward in future plan updates.

The Transportation Department has worked with HDR staff to prepare a scope of work for a feasibility study that will satisfy NCDOT project development requirements. The study will include an analysis of future traffic conditions, a screening assessment of various environmental impacts, and an opinion of probable costs based on a desired roadway cross-section and corridor footprint. The scope also includes functional plans that will graphically approximate these impacts and aid in the preparation of future documents and plans necessary for additional project approvals and funding.

BUDGET IMPACT:

A budget amendment is included on this City Council agenda which reflects the \$90,000 donation from Business High Point, Inc.; \$45,000 redirected from other transportation projects; and \$45,511 from Special Appropriations to cover the \$180,511.

RECOMMENDATION / ACTION REQUESTED:

HDR is currently an approved on-call consultant for the City of High Point, and is also pre-qualified by NCDOT for professional transportation planning and engineering services. The Transportation Department requests City Council's consideration and approval of a Supplemental Agreement with HDR for the proposed feasibility study. The firm will provide the described services for a lump-sum fee of **\$180,511**.

City of High Point

E. Lexington Avenue / Greensboro Road (SR 1486)

from the Intersection at N. Centennial Street to the I-74 Interchange

Guilford County

Scope of Services

Task Order 1 – Feasibility Study – Phase 1

October 7, 2016



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 - 6.0 Capacity Analysis and Crash Study
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 - 10.0 Report Documentation
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-

Background Information

The City of High Point (City) desires to develop improvements for E. Lexington Avenue / Greensboro Road (SR 1486) from N. Centennial Street to the I-74 Interchange, Phase 1. It is intended to conduct a second phase feasibility study from a point west of N. Centennial Street to be determined.

HDR (Consultant) will perform the required feasibility study, planning, environmental and engineering services related to the preparation of the study, as defined in the tasks below, as well as future NEPA documentation and final design (subsequent Task Orders).

1.0 Project Management/Administration/Quality Control

Provide overall direction and control of activities covered by this task order. The Consultant Project Manager will be responsible for team coordination, implementation of quality control

measures, project reporting to the City, project documentation and overall performance of the project. The tasks undertaken for this activity will include the following:

- Administration of project costs and schedule control.
- Preparation of monthly progress reports describing work completed for the month and anticipated work for the following period.
- Review of work product generated under this task order. This will include informal reviews by the project manager. Formal Quality Control reviews are included in the budget for the specific work.
- Monitor and document any subconsultant quality control process (if applicable).
- Creation and maintenance of common electronic filing system for use by team.
- Three internal coordination meetings.
- Attendance at project-related meetings (three meetings are assumed).

2.0 Site Visits

The Consultant staff will conduct two full-day site visits (two staff) in order to become familiar with the project area during project development.

3.0 Background Information/Data Collection

The Consultant (with assistance from the City and other outside sources) will gather relevant background information related to the study, including the following:

- Traffic Accident/Crash Data
- Existing Traffic Counts, including peak hour turning movements
- Local Traffic Impact Analysis (TIA)
- Available Future Traffic Volumes
- Roadway Functional Classification
- Approved Thoroughfare Plan or Long Range Transportation Plan
- Land use Plan for the High Point Planning Area
- Mileage Inventory and Straight Line Summary
- Available Bridge Inventory Data
- Available Mapping, Aerials, Topography, Survey etc
- Signals and Geometrics (Traffic Signal Inventory)
- Current STIP document for related projects
- Existing GIS Databases

- Historic Sites (Known National Register or State Study list)
- Stream Classification
- Natural Heritage Program (Threatened and/or Endangered Species)
- National Wetland Inventory
- Other Related Reports (Greenway Plans, etc.)
- Parcels

It is assumed that the traffic counts, including peak hour turning movements, needed to perform the services later defined in sections 5.0 (Traffic Projections) and 6.0 (Capacity Analysis) will be provided by the City. The accompanying fee does not include obtaining traffic counts.

Base mapping will be prepared to inventory the existing conditions and support the designs (see **Appendix A**). Mapping will have all appropriate adornments such as scale, north arrow, legend, borders, title block, etc.

Base mapping will be prepared at three scales: (1) large-size roll plots for public meeting displays and (2) plan sheets at 1"=50' and 3) a scale appropriate for report figures.

4.0 Project Inputs

As part of the study process, the Consultant will send project kickoff letters and project location maps requesting various NCDOT units and local government officials/staff provide comments and/or concerns on the proposed project. The following is a list of units that could be included in the process:

- NCDOT Transportation Planning Branch
- NCDOT Congestion Management
- NCDOT Traffic Engineering Safety System Unit
- NCDOT Rail Division
- NCDOT Bicycle and Pedestrian Division
- NCDOT Division 7
- NCDOT Roadway Design Unit
- NCDOT Project Development & Environmental Analysis Branch
- NCDOT Transportation Program Management
- High Point Urban Area Metropolitan Planning Organization (HPMPO)

- Local Officials (High Point Transportation, Planning, Engineering, Public Services, Electric, and Community Development)
 - FHWA
-

5.0 Traffic Projections

Traffic projections will be developed for the project that includes improvements along E. Lexington Avenue / Greensboro Road from N. Centennial Street to the I-74 Interchange in Guilford County.

The following scenarios will be included in the traffic projections:

- 2016 Base Year No-Build (Existing Conditions)
- 2040 No-Build
- 2040 Build

DESCRIPTION OF WORK REQUIRED

The City and/or NCDOT will provide any available existing and projected average daily traffic volumes for roadways within the study area, including travel demand models if applicable. The City will provide peak hour turning movement counts for all intersections within the study area, where available. The City will provide information regarding the land use assumptions used to obtain any projected volumes.

Traffic Projections

The Consultant will review information provided and shall prepare traffic projections of travel patterns and traffic volumes for significant roadways within the limits of the Project. Methods of examining previous data include review of existing turning movement counts, previous AADT volumes, growth trends, available MPO Model Runs and the results of approved Traffic Impact Studies for development projects in proximity to the study corridor.

The following locations are anticipated as those locations where projections will be completed:

Signalized Intersections

- N. Centennial Street
- N. University Parkway (SR 1278)
- McGuinn Drive
- Montlieu Avenue (SR 1471)
- Deep River Road (SR 1538)
- US 74 eastbound ramp termini

Unsignalized Intersections:

- 5th Street/College Park Shopping Center Access
- Meadowlawn Avenue/Panther Drive
- Guyer Street
- Carolina Street
- Five Points Place/Cleveland Street
- Wayside Street

Additional locations

- Assumed maximum of three additional locations to be determined for the build scenarios (possible median openings, limited movement intersections, u-turns, etc.)

A Draft Traffic Projections Report will be developed documenting the approach, analysis, and summarizing the results. The 2040 Build projections will include the rerouting of existing traffic movements restricted by the installation of a median. The Report will include data collected, growth trends used to project the AADT and peak hour turning movement volumes, discussion of any proposed median opening locations, and tables summarizing the volumes for the three scenarios (Existing, Build, No-Build). Figures will also be prepared to easily display the AADT for all three scenarios in addition to the AM and PM peak hour turning movement volumes.

The Draft Report will be submitted to the City for review. The Consultant will prepare a comment/response document for any comments received from the review and a proposed action for resolution. If the resolutions are agreeable to the City, the Draft Traffic Projections Report will be updated and submitted concurrently to the City and NCDOT Division Office. Any further comments received from the NCDOT Division Office's review will be addressed in a comment/response document with a proposed action for resolution. Upon approval from the City and NCDOT of the proposed resolutions, the Consultant will update and resubmit a Final Traffic Projections Report.

6.0 Capacity Analysis and Crash Study

The Consultant will prepare a capacity analysis for the study roadways and intersections using the traffic projections from Section 5.0 above. The analysis will evaluate peak hour levels of service (LOS) for the 2016 Base Year, 2040 No-Build, and 2040 Build scenarios. The analysis will use Synchro 9 to determine the lane requirements and roadway configurations for acceptable levels of service.

The 2016 Base Year analysis will consist of analyzing the existing roadway network and intersections with 2016 traffic projection volumes to develop an existing year LOS. The 2040

No-Build analysis will be conducted by applying the future year No-Build volumes to the existing roadways.

The 2040 Build analysis will include the proposed median installation between the signalized intersections with any proposed median breaks from the Traffic Projection Report's 2040 Build scenario. Adding roadway capacity to E. Lexington Avenue / Greensboro Road with the addition of thru lanes is not part of this scope; however, intersection improvements will be proposed with the goal of achieving acceptable levels of service (assumed to be LOS D for overall intersection operations).

It is estimated that six signalized intersections and three additional locations will be included in the analysis as described in more detail as follows:

- US 74 eastbound ramp termini
- Deep River Road (SR 1538)
- Montlieu Avenue (SR 1471)
- McGuinn Drive
- N. University Parkway (SR 1278)
- N. Centennial Street
- Assumed maximum of three additional locations to be determined (unsignalized intersections, limited movement intersections, median openings, u-turns, etc.)

The capacity analysis will follow NCDOT Congestion Management guidelines dated July 1, 2015 and using procedures from the Highway Capacity Manual. Recommended storage lane lengths for turn lanes in the 2040 Build Alternative will be based on the 95th percentile queue length or the maximum observed queue from a simulation (whichever is larger).

The analysis results will be reported in the form of a Technical Memorandum detailing the data, assumptions, and procedures used. It will report the resulting LOS and delay as appropriate. Figures will be provided that detail the calculated peak hour volumes, recommended lane requirements, and storage lengths.

A brief narrative section will be included in the Technical Memorandum to discuss sustainable access management practices to be considered in the commercial area between Deep River Road and the US 74 interchange.

The Draft Technical Memorandum will be submitted to the City for review. The Consultant will prepare a comment/response document for any comments received from the review and a proposed action for resolution. If the resolutions are agreeable to the City, the Draft Technical Memorandum will be updated and submitted concurrently to the City and NCDOT Division Office. Any further comments received from the NCDOT Division Office's review will be addressed in a comment/response document with a proposed action for resolution. Upon approval from the City and NCDOT of the proposed resolutions, the Consultant will update and resubmit a Final Technical Memorandum.

Crash Data

The Consultant will obtain readily available traffic accident/crash data for the project roadways. Crash data will be reviewed and summarized in a tabular format that clearly presents the pertinent information and included in the Capacity Analysis Technical Memorandum. The objective is to look for crash patterns that may be pertinent to the design of the project.

General

Since the primary objective is to gain an understanding of how the proposed project might affect traffic operations in the corridor, the technical memos that support the conclusions for the Feasibility Study will be brief and consist of concise tables and figures that provide key traffic data with minimal text.

7.0 Conceptual Design

Base mapping will be prepared at a scale suitable for design of one alternative as identified below and review by stakeholders and the general public. Mapping will be created from an inventory of background Information as described in Section 3.0 and Appendix A.

The Consultant will prepare conceptual designs for one typical section as follows:

- 2-11' travel lanes with curb & gutter, 23' landscaped median, 5' adjacent bicycle lanes, 6' planting strips, and 5' sidewalks

On-street parking will not be a consideration within the feasibility study. If desired, an evaluation of on-street parking options can be included in the next phase of the project.

The design will include developing a plan view layout of the identified typical section, which will include horizontal alignment and the roadway features as defined above. This layout shall be incorporated on the aforementioned base mapping to produce report figures and display maps.

Roll plots will be prepared and submitted to the City for review. The Consultant will prepare a comment/response document for any comments received from the review and a proposed action for resolution. If the resolutions are agreeable to the City, the roll plots will be updated and submitted concurrently to the City and NCDOT Division Office. Any further comments received from the NCDOT Division Office's review will be addressed in a comment/response document with a proposed action for resolution. The roll plots will progress to be used as displays for the public informational meeting, discussed in Section 9.0.

Upon approval from the City and NCDOT of the proposed resolutions from the roll plot submittal, revisions will be incorporated and the plan view layout for will be incorporated into plan sheets at a 1" = 50' scale, with the addition of estimated construction and right-of-way (ROW) limits. A vertical alignment and cross-sections will be generated to develop construction limits, but will not be provided within the plans.

The plan sheets will be submitted to the City for review. The Consultant will prepare a comment/response document for any comments received from the review and a proposed action for resolution. If the resolutions are agreeable to the City, the plan sheets will be updated and submitted concurrently to the City and NCDOT Division Office. Any further comments received from the NCDOT Division Office's review will be addressed in a comment/response document with a proposed action for resolution. Upon approval from the City and NCDOT of the proposed resolutions, the Consultant will update and resubmit updated plan sheets.

It is assumed there will be only two response/resolution cycles (to address City and NCDOT comments) for two submittals (roll plots and plan sheets).

Additional details associated with the conceptual design and development of the plans are provided in **Appendix B**.

The conceptual design includes development of a maximum of two alternative concepts for reconfiguring the existing Five Points Place and Cleveland Street intersection with Greensboro Road. The existing intersection configuration is limited to only allow right-in and right-out movements. It is assumed the reconfigured intersection will retain these limited movements and no capacity analysis will be needed.

8.0 Cost and Impact Assessment

After completion of the conceptual design, the Consultant will prepare the following:

- Planning-level construction cost estimate;
- Assessment of ROW needs, impacts to adjacent properties, and estimated ROW/easement acquisition costs;
- Assessment of the project's potential social effects on community resources and/or focal points; and
- Environmental screening to define issues that may influence project feasibility and be the subject of special scrutiny in the NEPA process.

Utility Relocation estimates will not be provided under this scope of services, however, these may be included in the total cost estimate if provided by other sources.

The cost and impact assessment will be incorporated into the Report Documentation, addressed in Section 10.0.

9.0 Public Involvement Outreach

After completion of the cost and impact assessment, the Consultant will coordinate and conduct one public information meeting to provide project information and solicit input from the community and stakeholders. The Consultant will identify a location and schedule for the meeting, prepare materials, and facilitate the meeting.

The outreach for this workshop will include staff and officials from the City of High Point, Guilford County, and NCDOT, property owners within the project corridor limits, potential developers and other interested parties, and other applicable business/community/advocacy associations within the project area. With input from City, the Consultant will prepare a stakeholder/mailing list.

The Consultant will prepare the materials for the meeting to include advertisements, a presentation, displays/maps, a project handout, and a comment form. A brief PowerPoint presentation summarizing the project will be prepared for viewing at the meeting and for posting on the City's website. The advertisements will include a postcard or other type of notification of the meeting and a newspaper advertisement for publication. The Consultant will coordinate the mailing of the postcards/notifications. The City will coordinate the publication of the newspaper advertisement.

A briefing meeting will be held with the City one week prior to the public information meeting.

It is assumed that a maximum of three Consultant staff will participate in the public information meeting.

The Consultant will document the public information meeting and the input gathered in a meeting summary.

10.0 Report Documentation

Upon completion of the tasks outlined above, the Consultant will prepare the DRAFT Study report and corresponding graphics documenting the findings of the study. The DRAFT will be circulated to the appropriate City personnel for review first and upon addressing the City's comments, and then submitted to NCDOT. After both City and NCDOT's comments have been addressed, the Consultant will create the FINAL Study report. It is assumed that five hard copies of the DRAFT document will be provided. It is assumed a final transmittal with five hard copies and two electronic copies of the FINAL Feasibility Study will be provided. A proposed outline for the Study report is listed below:

- I. General Description
- II. Background
- III. Traffic and Safety (figures), including access management practices between Deep River Road and US 74 interchange
- IV. Description of the typical section (figures)

- V. Community Issues/Potential Social Effects
- VI. Natural Environment Issues
- VII. Project Build Impacts and Cost Estimates
- VIII. Recommendations
- IX. Additional Comments
- X. Figures/Appendices

The Consultant assumes two draft document submittals – one to the City and one to NCDOT. One comment DRAFT resolution memo and one FINAL submittal will be created.

11.0 List of Deliverables

- Draft and Final Traffic Projections Report
- Draft and Final Technical Memorandum of Capacity Analysis and Crash Study
- Roll Plots of plan layout of the typical section
- Draft and Final Plan Sheets at a 1" = 50' scale
- Planning level opinion of probable cost
- Materials for public information meeting; advertisements, a presentation, displays/maps, a project handout, and a comment form
- Public Information Meeting Summary
- Draft and Final Study Report

12.0 NEPA Documentation (subsequent Task Order)

Upon completion of the tasks outlined above, subject to project prioritization and subsequent funding, the Consultant, the City, NCDOT and FHWA will agree on a Class of Action for the proposed work and the Consultant will conduct the additional investigation, analyses, and evaluation to prepare the applicable NEPA environmental document(s) as a subsequent Task Order.

13.0 Design (subsequent Task Order)

Upon completion of the NEPA environmental document(s), the Consultant will progress the project through design of final construction plans as a subsequent Task Order.

Appendix A

Base Mapping Content:

1. Available topographic survey. Available survey base map to be provided by City
2. Existing features with GIS for areas where topographic survey not available
3. Available aerial photography
4. Survey Data: existing baseline, ticks, stationing, curve data, PC and PT stations.
5. Existing ROW: ROW lines and width at key points and/or at ends of sheet.
6. Property Information: property lines, subdivisions, major businesses at a minimum 300 feet from centerline.
7. Geographical Data: street names, city limits, US, NC and SR Route numbers, north arrow and scale, names of creeks and rivers
8. Matchlines
9. Major culverts and bridges: structure numbers, size, type, number of spans, etc.
10. Wetland and floodplain boundaries from GIS data
11. At major cross roads (-Y- lines), the above information will be shown for a distance of 600 feet on either side of the crossroad centerline for a distance along the -Y- line to sufficiently illustrate impacts along the -Y- lines.

Appendix B

CONCEPTUAL DESIGN GUIDELINES

The following items outline the guidelines for conceptual designs.

- 1) All designs shall be in accordance with the 2011 AASHTO's Policy on Geometric Design of Highways and Streets and NCDOT's Design Manual for Roadway Design.
- 2) The Consultant firm will submit the proposed conceptual designs, with corridor boundaries, on orthophotographic mapping.
- 3) Conceptual designs will be neat and legible in their presentation. The design alternative will be clearly identified on the orthophotography. All roads will be identified with route numbers as well as road names.
- 4) Items shown on the conceptual designs will include the following:
 - a. The centerline of the -L-Line only. Alignments will not be provided for Y-lines, ramps, No service roads or detours will be designed;
 - b. Typical Sections for the L-Line only. No typical sections will be provided for the Y-lines;
 - c. No superelevation;
 - d. Construction limits for the one alternative typical section for the -L-Line only;
 - e. Stationing along the mainline in 100-foot intervals;
 - f. Approximate right of way limits on L-Line;
 - g. Vertical alignments and cross-sections will be generated to establish construction limits, but will not be provided with the deliverable;
 - h. Lane lines and proposed number of lanes, including proposed turn lanes recommended within the capacity analysis, on L-Line;
 - i. Radius of horizontal curvature;
 - j. No vertical alignments.
 - k. Bridge and R.C. box culvert locations and their approximate lengths and widths;
 - l. Current and design year average daily traffic (ADT) volumes for the L-Line and Y-Lines with turning movements at all intersections and interchanges.
 - m. Environmentally sensitive areas (wetlands, historic sites and boundaries, etc.); and
 - n. Location of any significant future or planned development.
- 5) The scale of the conceptual designs will be 1"=50'.

E. Lexington Avenue (SR 1486/1768)
From the Intersection at N. Centennial Street to I-74 Interchange
Task Order 1 - Feasibility Study - Phase 1
September 2, 2016

TASK NO.	TASK DESCRIPTION	Principal	PM	PI	Graphic Artist	Web Specialist	Sr. Env Sc	Env. Sc	ROW Agent	Sr. PE	Staff Engineer	Admin/Accounting	TOTAL HRS	TOTAL FEE
	Billing Rates	\$215.00	\$165.00	\$105.00	\$90.00	\$115.00	\$135.00	\$115.00	\$110.00	\$145.00	\$105.00	\$92.00		
1	Project Management/Admin/Quality Control	8	106	6			6			18	6	20	170	\$25,730.00
		\$1,720.00	\$17,490.00	\$630.00			\$810.00			\$2,610.00	\$630.00	\$1,840.00		
2	Site Visits						16				16		32	\$3,840.00
							\$2,160.00				\$1,680.00			
3	Background Information/Data Collection		6				8	24			42		80	\$9,240.00
			\$990.00				\$1,080.00	\$2,760.00			\$4,410.00			
4	Project Inputs		4		8		8	16				4	40	\$4,668.00
			\$660.00		\$720.00		\$1,080.00	\$1,840.00				\$368.00		
5	Traffic Projections		6							38	71	4	118	\$14,168.00
			\$907.50							\$5,437.50	\$7,455.00	\$368.00		
6	Capacity Analysis and Crash Study		5							44	132	4	185	\$21,433.00
			\$825.00							\$6,380.00	\$13,860.00	\$368.00		
7	Design of Alternatives		8						8	82	196		294	\$34,670.00
			\$1,320.00						\$880.00	\$11,890.00	\$20,580.00			
8	Cost and Impact Assessment		4				8	24	16	22	44		118	\$14,070.00
			\$660.00				\$1,080.00	\$2,760.00	\$1,760.00	\$3,190.00	\$4,620.00			
9	Public Involvement Outreach		12	100	24					16	24	4	180	\$19,848.00
			\$1,980.00	\$10,500.00	\$2,160.00					\$2,320.00	\$2,520.00	\$368.00		
10	Report Documentation	8	6		16		20	48		12	46	12	168	\$20,044.00
		\$1,720.00	\$990.00		\$1,440.00		\$2,700.00	\$5,520.00		\$1,740.00	\$4,830.00	\$1,104.00		
PROJECT TOTAL LABOR													1385	\$167,711.00
PROJECT TOTAL DIRECT EXPENSES														\$12,800.00
PROJECT TOTAL														\$180,511.00

CITY OF HIGH POINT AGENDA ITEM



Title: Budget Amendment for Lexington Avenue Phase I Feasibility Study

From: Eric Olmedo, Budget Director

Meeting Date: November 7, 2016

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Budget ordinance

PURPOSE:

A budget amendment is needed to recognize donation revenue to transfer funds from the General Fund to the Capital Projects Fund, and to appropriate expenditures related to the Lexington Avenue Phase I Feasibility Study.

BACKGROUND:

The High Point Transportation Department has received funds in the amount of \$90,000 for the Lexington Avenue Phase I Feasibility Study from Business High Point. The total study cost is \$180,511. Of the remaining \$90,511, \$45,511 is proposed to be transferred from General Fund Special Appropriations, and \$45,000 is proposed to be transferred from existing projects in the Capital Projects Fund (Sandy Ridge Road Study - \$30,000, I-74 Interchange Improvement study - \$10,000, S. Main Street/Business 85 Study - \$5,000).

BUDGET IMPACT:

The budget amendment amount recognizes \$90,000 coming from Business High Point and \$45,511 being transferred from the General Fund Special Appropriations account, for a total of \$135,511. The remaining \$45,000 is already appropriated in the Capital Projects Fund and does not require Council action to transfer to this project.

RECOMMENDATION / ACTION REQUESTED:

The Budget Department recommends and asks the Council to approve the budget amendment.

AN ORDINANCE AMENDING THE 2016-2017 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
FOR THE LEXINGTON AVENUE PHASE I FEASIBILITY STUDY

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

Section 1. The City of High Point Transportation Department has received funds from Business High Point for partial funding of the Lexington Avenue Phase I Feasibility Study.

Section 2. Additional funds in the amount of \$45,511 from General Fund Special Appropriations will be transferred to the General Capital Projects Fund. This will be combined with \$45,000 from existing appropriated Transportation projects to fund the remaining portion of the project budget.

Section 3. In order to recognize and transfer these funds, the 2016-2017 Budget Ordinance of the City of High Point, should be amended as follows:

- (A) That Capital Projects Fund revenues be amended as follows:
- | | |
|-----------------------------|----------|
| Donations and Contributions | \$90,000 |
| Transfer from General Fund | \$45,511 |
- (B) That the Capital Projects Fund expenditures be amended as follows:
- | | |
|--------------------------------|-----------|
| Transportation Capital Project | \$135,511 |
|--------------------------------|-----------|

Section 4. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. That this ordinance shall be effective from and after its passage.

Adopted November 7, 2016

CITY OF HIGH POINT AGENDA ITEM



Title: Comprehensive Fee Schedule

From: Eric Olmedo, Budget Director

Public Hearing: N/A

Attachments: New Fee Summary
Comprehensive Fee Schedule

Meeting Date: November 7, 2016

Advertising Date: N/A

Advertised By: N/A

PURPOSE:

A comprehensive fee schedule has been developed to have all fees and charges administered by the City of High Point in one document. The majority of the fees have been approved by the City Council in previous actions. There are a few adjustments to existing fees and new fees that have been included on a separate attachment for City Council to consider.

BACKGROUND:

Historically, fee schedules have been maintained by the departments that are responsible for administering each fee. Having the fees in a comprehensive document maintained and updated by the Budget Department will allow for consistency and the ability to review and make adjustments to the fees in one Council action.

BUDGET IMPACT:

The majority of the fees are currently being charged. There will be minimal revenue increases related to the new proposed fees. The newly proposed fees and changes to existing fees will be effective January 1, 2017.

RECOMMENDATION / ACTION REQUESTED:

The Budget Department recommends and asks the Council to approve the Comprehensive Fee Schedule.

Comprehensive Fee Change/Addition Request

(Effective January 1, 2017)

Planning & Development

Module 2

		Applications		
Item	Sub-Item/ Description	Old Fee	Fee	
	Historic Preservation Community Review (non-hearing item)		\$	40.00

Module 3

		Plan Reviews		
Item	Sub-Item/ Description	Old Fee	Fee	
Subdivision (Includes watershed & landscape component plan reviews)	Preliminary Plan (Without infrastructure)		\$	100.00

Module 4

		Residential Construction Permit		
Item	Sub-Item/ Description	Old Fee	Fee	
Construction	Swimming Pool (Includes inspections for permitted trades)			\$15 + \$50 per Electrical, Plumbing & Mechanical Trade

		Residential Over-The-Counter Permit		
Trade	Sub-Item/ Description	Old Fee	Fee	
Miscellaneous	Generator		\$	70.00

		Commercial Construction Permit		
Item	Sub-Item/ Description	Old Fee	Fee	
Commercial Construction				
Permit Application	Application	\$ 100.00	\$	75.00
Construction (To calculate construction fees, the schedule uses the current version of the International Code Council (ICC) Building Valuation Data (BVA) to determine the construction value based upon occupancy and building type.)	Alteration - Area Based (Used where a square foot floor area cannot be determined; includes all associated electrical, mechanical, plumbing & zoning inspections)			\$75 per trade (Trades = B, E, P, M)
	Alteration - Roof Replacement (Includes all associated electrical, mechanical, plumbing & zoning inspections)			\$30 per 5,000 sq. ft. + \$75 per Electrical, Plumbing & Mechanical Trade
	Modular (Includes all associated electrical, mechanical, plumbing & zoning inspections)			\$500 per unit \$30 + \$75 per
	Swimming Pool (Includes inspections for permitted trades)			Electrical, Plumbing & Mechanical Trade
	Deck Addition (Deck addition to existing building) (Includes inspections for permitted trades)			\$30 + \$75 per Electrical, Plumbing & Mechanical Trade
Fire Protection	Access Control - Fire		\$	50.00
	Access Control - Electrical		\$	50.00
	Underground Flush		\$	50.00

Comprehensive Fee Change/Addition Request

(Effective January 1, 2017)

Public Services

Tap/Meter Fee Structure - Residential

Water Service and Meter	Price	
3/4" x 5/8" Water Meter Connected to Yoke	\$ 130.00	\$ 205.00
3/4" Water Tap (service line, meter setter and box)	\$ 980.00	\$ 1,610.00
3/4" x 5/8" Meter Set in Parallel with an Existing I	\$ 350.00	\$ 565.00
1" Meter Connected to Yoke	\$ 170.00	\$ 260.00
1" Water Tap (service line, meter setter, and box)	\$ 1,040.00	\$ 1,610.00
1 1/2" Meter and Box	\$ 500.00	\$ 455.00
2" Meter and Box	\$ 1,055.00	\$ 590.00
3" Meter with By-Pass	\$ 2,450.00	\$ 3,100.00
4" Meter with By-Pass	\$ 2,930.00	\$ 3,900.00

Hydrant Meter

3" Hydrant Meter Deposit - Refundable	\$ 800.00	\$ 1,220.00
5/8" Hydrant Meter Deposit - Refundable		\$ 500.00

Sewer service line with clean-out

4" Sewer Tap	\$ 1,010.00	\$ 2,080.00
--------------	-------------	-------------

Sewer clean-out/preparation (locating and excavation must be paid by plumber)

4" Sewer Clean-Out	Actual Cost	Actual Cost
6" Sewer Clean-Out	Actual Cost	Actual Cost

Charges will be based on actual costs and billed accordingly

Installation takes 3 to 4 weeks. To accelerate the process, the service will be outsourced and the customer pays the cost to the vendor.

Frontage/Acreage Fee

Frontage Fee

Water Per Linear Feet	\$ 15.00
Sewer Per Linear Feet	\$ 20.00

Acreage Fee

Water Per Acre	\$ 350.00
Sewer Per Acre	\$ 350.00

Cemeteries

Excavation and Closing of Adult Grave	\$ 500.00	\$ 600.00
Excavation and Closing of Infant Grave		\$ 300.00
Cremation		\$ 200.00
Exhuming		Double Opening Fee



Comprehensive Fee Schedule

November 2016



NORTH CAROLINA'S INTERNATIONAL CITY™

Comprehensive Fee Schedule

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NORTH CAROLINA'S INTERNATIONAL CITY™

Comprehensive Fee Schedule

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Comprehensive Fee Schedule

City Clerk's Office

Copies, CD's & DVD's

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

Actual Cost:

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

Special Service Charge:

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

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

Appeals/Complaints:

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

Records That Do Not Exist:

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

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

Electric

ELECTRIC RATE SCHEDULE RATE Z-STREET LIGHTING SERVICE

Availability

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

Monthly Rate

(A) BRACKET MOUNTED LUMINAIRES

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

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

(B) OTHER LUMINAIRES

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

(C) UNDERGROUND CHARGES

Additional monthly charge for the underground conductor system:

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

(D) OTHER CHARGES

Additional monthly charge for the following items:

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



Comprehensive Fee Schedule

Electric

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

Monthly Rate (Cont'd)

- (E) Service using overhead conductors 1s not available 1n any area designated by the City as underground distribution area, nor in any area, location, or premises being served from an underground source.
- (F) When the installation requires the cutting and replacing of pavement of more than one drive or one walkway per luminaire, 1.7% of the estimated cost of this cutting and replacing of pavement will be added to the charges above.
- (G) When an installation is in an area served by a concrete-encased duct system, additional charges stated above, will not apply and, instead, the additional monthly charge will be 1.7% of the estimated cost of the underground conductor system

Explanatory Notes

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

SALES TAX

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

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



Comprehensive Fee Schedule

Electric

Outdoor Lights - Lighting Contracts

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

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

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

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

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

NOTE: PRICES ARE SUBJECT TO CHANGE.

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

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

Outdoor Lights - Guidelines for Rental and Leased Properties

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

Outdoor Lights - Bulb Types

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

Outdoor Lights - Light Repair

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

Outdoor Lights - Traditional Open Area Light

Available Wattage	Rate
100 W	\$ 10.44 per month
200 W	\$ 15.83 per month

Mounted on a 35 ft. wooden pole

We have a bronze pole for a decorative look at an additional charge



Comprehensive Fee Schedule

Electric

Outdoor Lights - Cobra Style Light

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

Mounted on a 35 ft. pole

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

Commercial - Nonresidential

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

Mounted on a 40 ft. wooden pole

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

Outdoor Lights - Architectural/Parking Lot

Commercial - Decorative

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

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

Outdoor Lights - Town and Country

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

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

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

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

Outdoor Lights - High Mast, Concrete Base

Commercial - Nonresidential

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

Metal Halide Bulb Only; Requires Concrete Base



Comprehensive Fee Schedule

Electric

Outdoor Lights - Black Fiberglass/Aluminum Poles

Adds a decorative touch

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

* All of the above requires a 5 year contract

Outdoor Lights - Fluted Pole with Clam Shell Base

Available only for Town and Country lights

	Rate	
Clam Shell	\$ 4.26	per month

Electric

RATE 1-RESIDENTIAL SERVICE, ALL ELECTRIC, ENERGY CONSERVATION

(Formally Rate Schedule RC5C)

Availability

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

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

Type of Service

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

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

Monthly Rate

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

Determination of Energy

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

Sales Tax

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

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

Electric

RATE 3-RESIDENTIAL SERVICE, ENERGY CONSERVATION WITH WATER HEATING

(Formally Rate Schedule RCEC)

Availability

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

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

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

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

Type of Service

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

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

Monthly Rate

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

Determination of Energy

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

Sales Tax

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

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

Electric

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

Availability

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

Type of Service

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

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

Monthly Rate

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

Determination of Energy

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

Sales Tax

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

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

Electric

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

Availability

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

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

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

Type of Service

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

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

Monthly Rate

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

Determination of Energy

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

Sales Tax

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

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

Electric

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

Availability

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

Type of Service

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

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

Monthly Rate

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

Determination of Energy

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

Sales Tax

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

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

Electric

RATE 18-RESIDENTIAL SERVICE, NON-ELECTRIC WATER HEATER

(Formally Rate Schedule R)

Availability

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

Type of Service

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

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

Monthly Rate

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

Determination of Energy

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

Sales Tax

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

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



Comprehensive Fee Schedule

Electric

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

Availability

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

Type of Service

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

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

Monthly Rate

	Base Rate
Basic Facilities Charge per month:	\$ 17.42
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Demand Charge:	
For the first 30 kW of Billing Demand per month	No charge
For all over 30 kW of Billing Demand per month	\$ 5.75 / kW
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Energy Charge:	
For the First 125 kWh per KW Billing Demand Per Month:	
For the first 3,000 kWh	\$0.155648 / kWh
For the next 87,000 kWh	\$0.078115 / kWh
For all over 90,000 kWh	\$0.061944 / kWh
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For the Next 275 kWh Billing Demand Per Month:	
For the first 6,000 kWh	\$0. 107497 / kWh
For the next 95,000 kWh	\$0.079609 / kWh
For all over 101,000 kWh	\$0.077005 / kWh
<hr style="border-top: 1px dotted black;"/>	
For all Over 400 kWh per kW Billing Demand Per Month:	
For all kWh per month	\$0.071242 / kWh

Definition of "Month"

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



Comprehensive Fee Schedule

Electric

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

Determination of Billing Demand

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

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

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

Determination of Energy

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

Power Factor Correction

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

Sales Tax

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

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



Comprehensive Fee Schedule

Electric

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

Availability

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

Type of Service

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

Monthly Rate

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

Definition of "Month"

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

Determination of Energy

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

Sales Tax

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

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



Comprehensive Fee Schedule

Electric

RATE SCHEDULE 21-INDUSTRIAL SERVICE (Formerly Schedule P)

Availability

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

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

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

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

Type of Service

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

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

Monthly Rate	Base Rate
Basic Facilities Charge per month:	\$ 27.11
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Demand Charge:	
For the first 30 kW of Billing Demand per month	No Charge
For all over 30 kW of Billing Demand per month	\$5.69/kW
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Energy Charge:	
For the First 125 kWh per KW Billing Demand Per Month:	
For the first 3,000 kWh	\$0.154665 /kWh
For the next 87,000 kWh	\$0.083727 /kWh
For all over 90,000 kWh	\$0.066313 /kWh
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For the Next 275 kWh Billing Demand Per Month:	
For the first 140,000 kWh	\$0.077129 /kWh
For all over 140,000 kWh	\$0.069417 /kWh
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For all Over 400 kWh per kW Billing Demand Per Month:	
For all kWh per month	\$0.065921 /kWh



Comprehensive Fee Schedule

Electric

RATE SCHEDULE 21-INDUSTRIAL SERVICE (Cont'd)

Definition of "Month"

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

Determination of Billing Demand

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

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

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

Determination of Energy

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

Power Factor Correction

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

Sales Tax

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

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



Comprehensive Fee Schedule

Electric

RATE 24- BUILDING CONSTRUCTION SERVICE (Formally Schedule GP)

Availability

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

Type of Service

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

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

Monthly Rate

Base Rate

Basic Facilities Charge per month:	\$ 16.24
<hr/>	
Energy Charge:	
For the first 50 kWh	\$0.000000 / kWh
For all over 50 kWh	\$0.086567 / kWh

Determination of Energy

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

Sales Tax

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

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



Comprehensive Fee Schedule

Electric

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

Availability

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

Type of Service

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

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

Monthly Rate

	Base Rate	
Basic Facilities Charge per month:	\$	27.04
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Demand Charge:		
For the first 30 kW of Billing Demand per month		No charge
For all over 30 kW of Billing Demand per month		\$5.74 / kW
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Energy Charge:	Billing Months	Billing Months
	April-November	December-March
<hr/>		
For the First 125 kWh per KW Billing Demand Per Month:		
For the first 3,000 kWh	\$0.150113/ kWh	\$0.142689 / kWh
For the next 87,000 kWh	\$0.084110 / kWh	\$0.084113 / kWh
For all over 90,000 kWh	\$0.056723 / kWh	\$0.056723 / kWh
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For the Next 275 kWh Billing Demand Per Month:		
For the first 140,000 kWh	\$0.080212 / kWh	\$0.076247 / kWh
For all over 140,000 kWh	\$0.072232 / kWh	\$0.068659 / kWh
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For all Over 400 kWh per kW Billing Demand Per Month:		
For all kWh per month	\$0.069232 / kWh	0.065809 / kWh



Comprehensive Fee Schedule

Electric

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

Definition of "Month"

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

Determination of Billing Demand

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

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

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

Determination of Energy

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

Power Factor Correction

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

Sales Tax

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

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



Comprehensive Fee Schedule

Electric

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

Availability

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

Type of Service

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

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

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

Determination of On-Peak Hours:

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

Definition of "Month"

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



Comprehensive Fee Schedule

Electric

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

Determination of Billing Demand

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

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

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

Determination of Energy

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

Power Factor Correction

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

Sales Tax

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

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



Comprehensive Fee Schedule

Electric

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

Availability

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

Type of Service

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

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

Monthly Rate

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

Definition of "Month"

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

Determination of Billing Demand

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



Comprehensive Fee Schedule

Electric

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

Determination of Billing Demand

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

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

Notification by City

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

Determination of Energy

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

Power Factor Correction

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

Sales Tax

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

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



Comprehensive Fee Schedule

Electric

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

Availability

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

Type of Service

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

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

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

Definition of "Month"

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

Determination of Billing Demand

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



Comprehensive Fee Schedule

Electric

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

Determination of Billing Demand (Cont'd)

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

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

Notification by City

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

Determination of Energy

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

Power Factor Correction

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

Sales Tax

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

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



Comprehensive Fee Schedule

Electric

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

Availability

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

Type of Service

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

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

Monthly Rate

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

Definition of "Month"

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

Determination of Billing Demand

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



Comprehensive Fee Schedule

Electric

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

Notification by City

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

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

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

Determination of Energy

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

Power Factor Correction

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

Sales Tax

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

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



Comprehensive Fee Schedule

Electric

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

Availability

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

Type of Service

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

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

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

Definition of "Month"

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

Determination of Billing Demand

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



Comprehensive Fee Schedule

Electric

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

Determination of Billing Demand

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

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

Notification by City

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

Determination of Energy

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

Power Factor Correction

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

Sales Tax

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

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



Comprehensive Fee Schedule

Electric

RATE 41 - GENERAL SERVICE, NEW CONSTRUCTION

Availability

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

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

Type of Service

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

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

Monthly Rate

	Base Rate
Basic Facilities Charge per month	\$ 24.71
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Demand Charge:	
For the first 30 kW of Billing Demand per month	No charge
For all over 30 kW of Billing Demand per month	\$3.94 per kW
<hr/>	
Energy Charge:	
For the First 125 kWh per KW Billing Demand Per Month:	
For the first 3,000 kWh	\$0.119450 per kWh
For the next 87,000 kWh	\$0.073551 per kWh
For all over 90,000 kWh	\$0.072936 per kWh
<hr/>	
For the Next 275 kWh Billing Demand Per Month:	
For the first 6,000 kWh	\$0.069058 per kWh
For the next 134,000 kWh	\$0.060959 per kWh
For all over 140,000 kWh	\$0.059964 per kWh
<hr/>	
For all Over 400 kWh per kW Billing Demand Per Month:	
For all kWh per month	\$0.057385 per kWh

Definition of "Month"

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



Comprehensive Fee Schedule

Electric

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

Determination of Billing Demand

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

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

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

Determination of Energy

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

Power Factor Correction

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

Sales Tax

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

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

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



Comprehensive Fee Schedule

Electric

RATE 43 - INDUSTRIAL SERVICE, NEW CONSTRUCTION

Availability

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

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

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

Type of Service

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

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

Monthly Rate

	Base Rate
Basic Facilities Charge per month	\$ 19.91
<hr/>	
Demand Charge:	
For the first 30 kW of Billing Demand per month	No charge
For all over 30 kW of Billing Demand per month	\$ 4.62 per kW
<hr/>	
Energy Charge:	
For the First 125 kWh per KW Billing Demand Per Month:	
For the first 3,000 kWh	\$0.123850 per kWh
For the next 87,000 kWh	\$0.071732 per kWh
For all over 90,000 kWh	\$0.068882 per kWh
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For the Next 275 kWh Billing Demand Per Month:	
For the next 140,000 kWh	\$0.058919 per kWh
For all over 140,000 kWh	\$0.057055 per kWh
<hr/>	
For all Over 400 kWh per kW Billing Demand Per Month:	
For all kWh per month	\$0.054647 per kWh



Comprehensive Fee Schedule

Electric

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

Definition of "Month"

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

Determination of Billing Demand

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

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

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

Determination of Energy

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

Power Factor Correction

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

Sales Tax

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

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

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



Comprehensive Fee Schedule

Electric

RATE 45 - TIME OF DAY INDUSTRIAL SERVICE, NEW CONSTRUCTION

Availability

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

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

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

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

Type of Service

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

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

Monthly Rate

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



Comprehensive Fee Schedule

Electric

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

Determination of On-Peak Hours:

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

Definition of "Month"

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

Determination of Billing Demand

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

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

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

Determination of Energy

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

Power Factor Correction

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

Sales Tax

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

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

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



Comprehensive Fee Schedule

Transit System

Hi Tran

Fares

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

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

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



Comprehensive Fee Schedule

Library

Library Cards and Overdue Fees

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

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

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

Public Computing Center

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

Heritage Research Center

Obituaries

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

Photocopies

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

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

Scanning

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

Note

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

All Returned Checks are Subject to a \$25 Fee



Comprehensive Fee Schedule

Parks & Recreation

Refund Policies

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

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

Rainout Refunds

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

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

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

Program Refunds

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

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



Comprehensive Fee Schedule

Parks & Recreation

Beer & Wine Policy

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

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

Park Rentals

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



Comprehensive Fee Schedule

Blair Park Golf Course

Green Fees

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

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

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

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

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

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

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

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



Comprehensive Fee Schedule

Blair Park Golf Course

Green Fees (Cont'd)

Green Fee and/or Cart Fee Discounts

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

Entire Golf Course Rental

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



Comprehensive Fee Schedule

Oak Hollow Golf Course

Green Fees

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

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

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

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

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

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

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

Locker Rental (Yearly)	\$ 10.00
-------------------------------	----------

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



Comprehensive Fee Schedule

Oak Hollow Golf Course

Green Fees (Cont'd)

Green Fee and/or Cart Fee Discounts

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

Entire Golf Course Rental

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

Oak Hollow Golf Course Shelter

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



Comprehensive Fee Schedule

Oak Hollow Lake

Launch Fees

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

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

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

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

*Children ages 15 and under must be accompanied by an adult

	Price
Yearly Bank Fishing Pass	
Youth ages 12-15, Senior Citizen (ages 55+), and people with disabilities	\$ 25.00
Adults ages 16-59	\$ 30.00

*Children ages 15 and under must be accompanied by an adult

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

	Price
Life Jackets	
For All Lake Users	FREE

Oak Hollow Park Shelters

Shelter

	Price
Shelter Rate	
Per 4-hour period	\$ 40.00



Comprehensive Fee Schedule

Oak Hollow Marina

Meeting Room

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

*After Hours Fee - \$25.00 per hour

Oak Hollow Family Campground

Camp Sites

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

* Fees include one vehicle and not more than 4 persons

* Camping units with sanitary facilities must attach to sewer lines

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



Comprehensive Fee Schedule

Oak Hollow Tennis Center

Outdoor Courts

Outdoor Courts	Price
Per court, per hour	\$ 8.00

Indoor Courts	Price
Non-Prime Time:	\$20 per hour
Monday - Thursday	8:30am-5:30pm
Fridays	All day
Sundays	8:30am-11:30am

Prime Time:	\$24 per hour
Monday - Thursday	5:30-10:00pm
Saturdays	All day
Sundays	1:00-8:30pm

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

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

Court Building Rental

An Indoor Court Building (2 Courts) can be reserved during the Indoor Season on Saturday nights from 6:00pm to 10:00pm.	Price
	\$ 125.00

Courts may only be reserved 48 hours in advance and if not used, cancelled 24 hours in advance. Players not canceling the court shall be subject to entire court fee.

Facility Rental

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

* Includes 2 hours of court maintenance

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



Comprehensive Fee Schedule

Festival Park

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

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

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

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

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

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



Comprehensive Fee Schedule

City Lake Park

Park Activities

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

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

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

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

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

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

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

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



Comprehensive Fee Schedule

City Lake Park

Park Activities (cont'd)

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

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

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

Cabana Rentals	Price	
Entire party area (seats 100)	Half Day (11am-2pm, 3pm-6pm)	\$ 100.00
	Full Day (11am-6pm)	\$ 200.00
Individual Cabana Rental	Half Day (11am-2pm, 3pm-6pm)	\$ 25.00
	Full Day (11am-6pm)	\$ 50.00

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

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

Toddlers 3 years of age and under are allowed free with a paying adult 18 years of age or over. Day Care Groups are not included.

Park Shelters

City Lake Park Shelters - rates are based on 4 hour periods	Price
Shelter #1	\$ 50.00
Shelter #2	\$ 65.00
Shelter #3	\$ 65.00
Shelter #2 & #3	\$ 115.00
Shelter #4	\$ 45.00
Shelter #5	\$ 45.00
Shelter #6	\$ 65.00
Shelter #7	\$ 65.00
Shelter #8	\$ 50.00
Shelter #9	\$ 50.00
Shelter #10	\$ 45.00
Special Clean-up Charges	hour/per

Companies or groups will be required to pay extra for additional set-up and/or clean-up charges beyond the norm, as determined by the Director of Parks and Recreation or his designee.



Comprehensive Fee Schedule

City Lake Marina

Marina Fees

	Price
Launch Fee	\$ 7.00
Kayaks and Canoes	\$ 4.00
10 Boats Launches	\$ 60.00

Rentals	Price
Canoe Rental - 2 person limit per boat for 4 hours	\$ 8.00
Paddle Boats 2-seater boat per 1/2 hour	\$ 7.00
Paddle Boats 3-seater boat per 1/2 hour	\$ 8.00
Solo Kayak (all day)	\$ 12.00
Tandem Kayak (all day)	\$ 20.00
Stand Up Paddleboard (all day)	\$ 15.00

Fishing Boat - three person limit; age and weight restrictions apply	Price
Weekdays, price for all day	
1 Adult	\$ 8.00
2 Adults	\$ 9.00
3 Adults	\$ 10.00

Senior Citizens 60 years or older may request a 1/2 price discount

Weekends, price for all day	
1 Adult	\$ 11.00
2 Adults	\$ 13.00
3 Adults	\$ 15.00

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

*Children ages 15 and under must be accompanied by an adult

Yearly Bank Fishing Pass	Price
Youth ages 12-15, Senior Citizen (ages 55+), and people with disabilities	\$ 25.00
Adults ages 16-59	\$ 30.00

*Children ages 15 and under must be accompanied by an adult

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

Life Jackets	Price
For All Lake Users	FREE



Comprehensive Fee Schedule

Piedmont Environmental Center

Auditorium Rental

	Price
Monday - Friday, 9am-5pm, per hour	\$ 40.00
Monday - Friday, 5pm-9am, per hour	\$ 60.00
Kitchenette Usage - per day	\$ 10.00
LCD Projector - per day	\$ 50.00

PEC Club Members receive a 20% discount on Auditorium rentals

Northpoint Conference Room

Room Rate

	Price
Monday - Friday, 8am-5pm, per hour	\$ 35.00
After 5pm Monday - Friday and Weekends, per hour	\$ 45.00

Neighborhood Park Picnic Shelters

Shelter Rate

	Price
4-Hour period, 10am-2pm or 3pm-7pm	\$ 35.00
All Day	\$ 70.00



Comprehensive Fee Schedule

Washington Terrace Park

Terrace Park

Park Area	2 Hour	4 Hour	6 Hour	8 Hour
Stage Area	\$ 50.00	\$ 75.00	\$ 100.00	\$ 140.00
Outside Multipurpose Space	\$ 50.00	\$ 75.00	\$ 100.00	\$ 140.00

Picnic Shelters	Based On A 4-Hour Rate	Amenities
#1	\$ 30.00	
#2	\$ 40.00	
#3	\$ 55.00	Has Electricity
#5	\$ 30.00	
#6	\$ 30.00	
#7	\$ 35.00	Has Electricity
Entire Park	\$ 600.00	8 hour period, includes all shelters, community building, multipurpose space and stage. Pool rental is not included – requires additional fee. Pool will be open to the public during regular operational hours. Rental time includes renter’s set up and clean up times.

Terrace Swimming Pool

Swimming Pool	Price
Per person, per day, ages 4 and up (includes basket rental)	\$ 1.25
Toddlers 3 years of age and under are allowed in pool free with a paying adult 18 years of age or older Day Care groups are not included	

Discount Passes	Price
Discount Pass (Includes 15 Swims)	\$ 12.50

Pool Rental Rate	Price
One and one-half hour period (Maximum rental time is 6 hours)	\$ 50.00
Plus Lifeguard, per lifeguard, per hour	\$ 12.00
A Minimum of 2 lifeguards are required. Number of lifeguards based on number of guests	

Swim Lessons – 4-week session	\$ 20.00
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Comprehensive Fee Schedule

Washington Terrace Community Center

Community Center

Community Building	2 Hour	4 Hour	6 Hour	8 Hour
Large Activity Room (includes kitchen)	\$ 100.00	\$ 150.00	\$ 175.00	\$ 200.00
Conference Room	\$ 75.00	\$ 125.00	\$ 150.00	\$ 175.00
Conference Room Plus Kitchen (Kitchen is \$15 per 2 hour period)	\$ 90.00	\$ 155.00	\$ 240.00	\$ 295.00
Entire Community Center	\$ 175.00	\$ 250.00	\$ 300.00	\$ 350.00
City Holidays	\$150.00 additional fee on City approved holidays			

Vendor Fees	Price
Food vendors	\$ 75.00
Non-food vendors	\$ 50.00

Guilford County Health Department permit is required for all food vendors prior to payment of vendor fee.
Vendor space is only available at select events.

Reservation Policy

A deposit is required for the rental of any Parks and Recreation Department Recreation Center Facility. This fee is 25% of the total rental fee or a minimum of \$25.00 whichever is greater. The balance will be due two weeks prior to the rental date. If a customer cancels a reservation at least 14 days or more prior to the rental date, a full refund will be issued. If a customer cancels less than 14 days prior to the rental date there will be no refund unless approved by the Director of Parks & Recreation. A full refund is given if High Point Parks & Recreation Department cancels a facility rental. All cancellations and request for refunds must be in writing or can be submitted by email.



Comprehensive Fee Schedule

Recreation Centers

(Allen Jay, Deep River, Morehead, Oakview, and Southside)

Area	1 Hour	2 Hours	4 Hours	6 Hours	8 Hours	12 Hours
Gym - Type A	\$ 50.00	\$ 70.00	\$ 100.00	\$ 145.00	\$ 190.00	\$ 290.00
Gym - Type B	\$ 75.00	\$ 100.00	\$ 150.00	\$ 200.00	\$ 250.00	\$ 400.00
Activity Room		\$ 50.00	\$ 65.00	\$ 75.00	\$ 80.00	
Large Activity Room (Oakview, Deep River, Allen Jay, Morehead)		\$ 85.00	\$ 100.00	\$ 125.00	\$ 135.00	
Entire Center		\$ 210.00	\$ 275.00	\$ 345.00	\$ 385.00	
City Holidays	\$150 additional fee for events on approved City Holidays					
Staff Fee *	\$25 per hour/per employee					

*For events that run past their end time

Rental Time includes renter's set-up and clean-up times. A full set of rental rules are available.

When not in conflict with Departmental Programs, the above facilities are available as follows:

- Weekdays 9:00am -11:00pm
- Saturdays & Sundays 8:00am -11:00pm

Gym Rentals

Type A Gym Rentals – Rental by citizens, non-profit, civic, or religious groups

Type B Gym Rentals – Where admission or tickets are charged, or merchandise is sold

For all Gym Rentals where athletic tournaments, games or practices are taking place, a \$1,000,000 liability insurance policy is required. The City of High Point must be listed as an additionally insured and a copy of the policy must be provided to the facility.

Group Rentals

Groups may not charge admission or collect donations from the general public or sell items to make a profit without special permission from the City. When permission is granted, the general policy of the Department is to collect 10% of ticket sales or donations plus 10% of net profits from concessions from non-profit groups and 15% from all other groups. Security, paid for by the lessee, may be required for some programs, to be determined by the facility manager. Non-profit groups and co-sponsored programs may be granted a reduced fee for Center use.

Reservation Policy

A deposit is required for the rental of any Parks and Recreation Department Recreation Center Facility. This fee is 25% of the total rental fee or a minimum of \$25.00 whichever is greater. The balance will be due two weeks prior to the rental date. If a customer cancels a reservation at least 14 days or more prior to the rental date, a full refund will be issued. If a customer cancels less than 14 days prior to the rental date there will be no refund unless approved by the Director of Parks & Recreation. A full refund is given if High Point Parks & Recreation Department cancels a facility rental. All cancellations and request for refunds must be in writing or can be submitted by email.



Comprehensive Fee Schedule

Roy B. Culler, Jr. Senior Center

Senior Center

The Senior Center is operated from Monday - Friday from 9:00am - 5:00pm for senior citizen's activities

Multipurpose Room	2 Hours	4 Hours	6 Hours	8 Hours
Carpet Area (holds up to 100 people)	\$ 100.00	\$ 150.00	\$ 175.00	\$ 200.00
Tile Area (holds up to 50 people)	\$ 75.00	\$ 125.00	\$ 150.00	\$ 175.00
Entire Room (holds up to 200 people)	\$ 175.00	\$ 250.00	\$ 300.00	\$ 350.00
Conference Room	\$ 35.00	\$ 50.00	\$ 75.00	\$ 100.00
City Holidays	\$150 additional fee for events on approved City Holidays			
Stage	\$ 25.00			
PA System	\$ 25.00			

Rental Time includes renter's set-up and clean-up times. A full set of rental rules are available.

When not in conflict with Departmental Programs, the above facilities are available as follows:

Weekdays 9:00am -11:00pm

Saturdays & Sundays 8:00am -11:00pm

Weekend events in multipurpose area must be scheduled 2 hours apart for a four hour minimum

Multiple Night Rental (Weeknights Only)

With a 6-night minimum per year may receive a 40% discount. If rented on same night as another rental group, the renter may receive a 60% discount.

Exclusive Use Leases

When not in conflict with Senior Programs, the Center is available for up to 8 hours for \$500.00.

Facility Group Rental Fees

Groups may not charge admission or collect donations from the general public or sell items to make a profit without special permission from the City. When permission is granted, the general policy of the Department is to collect 10% of ticket sales or donations plus 10% of net profits from concessions from non-profit groups and 15% from all other groups. Security, paid for by the lessee, may be required for some programs, to be determined by the facility manager. Non-profit groups and co-sponsored programs may be granted a reduced fee for Center use.

Reservation Policy

A deposit is required for the rental of any Parks and Recreation Department Recreation Center Facility. This fee is 25% of the total rental fee or a minimum of \$25.00 whichever is greater. The balance will be due two weeks prior to the rental date. If a customer cancels a reservation at least 14 days or more prior to the rental date, a full refund will be issued. If a customer cancels less than 14 days prior to the rental date there will be no refund unless approved by the Director of Parks & Recreation. A full refund is given if High Point Parks & Recreation Department cancels a facility rental. All cancellations and request for refunds must be in writing or can be submitted by email.



Comprehensive Fee Schedule

Athletic Complex

Festival Rates	1st Day	2nd Day
Non-Profit Groups and Organizations	\$ 1,000.00	\$ 500.00
Profit Group Events & Concerts	\$ 1,500.00	\$ 1,000.00

2-Day minimum rental is required for events and concerts that require next day clean-up and/or tear down.

The City shall provide site preparation assistance as needed; clean-up shall be the responsibility of the lessee. Groups shall be responsible for any damages to the facilities.

Non-profit groups must provide a copy of a valid 501(c)(3) non-profit status to qualify for non-profit rates. 25% of total rental is due to reserve dates. All fees are due 30 days prior to the event.

Athletic Facilities

The High Point Athletic Complex contains a baseball stadium, soccer stadium and track stadium. There are 9 additional soccer fields located at the complex. The Recreation Department is responsible for scheduling the Athletic Complex. Correll/Morris Soccer Stadium, Ed Price Baseball Stadium & Aderholdt Track & Field are 'game only' facilities. Aderholdt Track is available for practices. The A.J Simeon Football Stadium is owned and operated by the Guilford County School System and is not included as a part of this fee schedule.

Ed Price Baseball Stadium	\$ 100 per game/daytime
	\$ 125 per game/night (include lights)
Correll/Morris Soccer Stadium	\$ 100 per game/daytime
	\$ 125 per game/night (include lights)
Aderholdt Track Stadium	\$ 250 per day
Aderholdt Football/Soccer Field	\$ 250 per game/daytime
	\$ 450 for 2 or more games
North, South & West Soccer Fields	\$ 75 per game/per day

Additional Field preparation fee - \$25 per hour, includes 2 people, 3 hour minimum

Concession Fee

West (near Miracle League) per event	\$ 100.00
South (Correll/Morris Stadium) per event	\$ 100.00
North (Track) per event	\$ 200.00

Tournament Fees	1st Field	2nd Field	3rd Field
Per field per day (8am-11pm)	\$ 200.00	\$ 175.00	\$ 150.00



Comprehensive Fee Schedule

Athletic Facilities

Community Fields

Game Fee – (Baseball, Softball, Soccer)	Price
Per game	\$ 75.00
Practice, with permit and no field preparations; per hour	\$ 25.00

Outdoor athletic facilities may be used from 9:00am through 11:00pm. No games may be started after 9:00pm. Games must stop at 11:00pm with no exceptions. A \$100 deposit is charged for all tournament and league requests. The deposit is required before the tournament or league can be scheduled. Deposits will only be refunded upon receipt of a written notice fourteen days or more prior to the event. The total fee is required before the tournament or league begins.

Additional Field preparation fee - \$25 per hour, includes 2 people, 3 hour minimum

Youth Athletic Camp Rental Fee	Price
Athletic Camp One-Half Day (4 hours), 5 days - per park/per week	\$ 500.00
Athletic Camp Full Day, 4 to 8 hours, 5 days - per park/per week	\$ 1,000.00

The Department may limit the number of participants at a particular site. This fee may be adjusted for the size of the camp and impact on departmental facilities or programs. This fee is for indoor as well as outdoor camps including, but not limited to, baseball, basketball, football, soccer, and cheerleading.

Concession Fee	Price
Per event/Per site where available	\$ 100.00

Tournament Fees	1st Field	2nd Field	3rd Field
Per field/per day (8:00am-11:00pm)	\$ 200.00	\$ 175.00	\$ 150.00

Field Rentals	Price
Outdoor athletic facilities may be used from 9:00am through 11:00pm. No games may be started after 9:00pm. Games must stop at 11:00pm with no exceptions. A \$100 deposit is charged for all tournament and league requests. The deposit is required before the tournament or league can be scheduled. <u>The total fee is required 7 days before the tournament or league begins.</u>	

Non-refundable maintenance fee for any event greater than 4 hours per hour	\$ 25.00
Additional Field preparation fee: includes 2 people, 3 hour minimum per hour	\$ 25.00



Comprehensive Fee Schedule

Miscellaneous Fees

Mobile Stage

Local Non-Profit, Community and Service Organizations	Price
Set-Up Fee; per event	\$ 350.00

Local Business, Commercial and Individual Use

Local Business, Commercial and Individual Use	Price
Base Rental (Held in City limits)	
8-hour period, Monday-Friday	\$ 750.00
8-hour period, Saturday, Sunday and Holidays	\$ 850.00

Payment must be made in full at the time of reservation

Portable Concession and Tent Rentals

Portable Concession Stands

Portable Concession Stands	Price
Rental Fee - One Day	\$ 75.00
Rental Fee - Two Days	\$ 100.00
Rental Fee - One Week	\$ 175.00

Additional out of town transportation fee per mile, both ways, each trip - \$1.50 per mile

Tent Rental

Tent Rental	Price
Per tent up to two days (setup included)	\$ 200.00
Each additional day (setup included)	\$ 50.00



Comprehensive Fee Schedule

Planning & Development

Fee Standards

Payment Due

Fees for applications and plan reviews are due with the submission of the application or plan. In accordance with the city's Development Ordinance, no action shall be taken on proceedings before the Board of Adjustment, Planning and Zoning Commission, Historic Preservation Commission or Technical Review Committee until all applicable fees have been paid in full. Permit fees are due at the time of permit issuance. Inspection fees are due prior to plan approval or certificate, as applicable. Regional stormwater facility fees are due prior to plan approval. Development fees cannot be waived or refunded except as authorized herein.

Fee Waivers

Development fees may be waived or reduced only as stated herein. Fee waivers do not relinquish the development from any application, plan review, permit or inspection requirements.

Development fees are waived for all projects applicable to any City-owned property. Fees may be waived for economic development projects as part of a City Council approved economic development incentives package. During times of natural disaster, the City Manager is authorized to waive fees for a particular emergency incident. The City Manager or the applicable Department Director, is authorized to waive or reduce a fee where it is determined in writing that the calculation of the fee to a specific project results in an excessive and unreasonable cost or where it is determined that a fee waiver or reduction is needed to correct a customer service error. In addition, fees may be waived for a particular project by City Council action.

Refunds

Development fees are not refundable except as stated herein. Upon the request of the applicant, application fees for Board Action applications that require public notice are authorized for a 50% refund when an application is withdrawn prior to the public notice being given on the request. Regional stormwater facility fees are not refundable unless the applicable land development plan is voided or revised accordingly and no impervious surface has been installed. Infrastructure inspection fees are refundable where infrastructure has not been installed. Upon the request of the permit holder, an 80% refund of the permit fee is authorized where no field inspections or construction under the permit has occurred and the permit has not expired.

Abandonment

Development submittals are considered abandoned in accordance with the applicable provisions of the Development Ordinance. Where a specific time of abandonment is not established by the Development Ordinance, then those submittals may be considered abandoned 6 months after the date of submittal if approval is not obtained, or after 60 days for non-payment of application or permit fee.



Comprehensive Fee Schedule

Planning & Development

Module 1

Guidance

Module I pertains to the application fees for the review of buildings and property to determine compliance with State and local codes. Fees are intended to defray the cost of research, inspection, report preparation and other operational costs the City incurs with processing these requests.

Item	Applications Sub-Item/ Description	Fee
Code Confirmation	Report	\$ 25.00
	Site Compliance Inspection	\$ 50.00
Code Compliance	Residential Building	\$ 50.00
	Commercial Building	\$ 75.00
Building Evaluation	Residential Building	\$ 200.00
	Commercial Building	\$ -
Water and Sewer Extension Policy Exemption		\$ 100.00

Code Confirmations provide written reports for owners, agents and legal representatives to confirm in writing the property's allowable principal uses, zoning districts, environmental regulations, and any pending violations, usually requested as part of due diligence in real estate transactions.

Code Compliance provides an inspection and certification of the building and property's compliance with current State Building and local development codes, usually requested as part of State licensing and similar situations where a determination of a building's compliance with existing codes is requested.

Building Evaluations provide a multi-trade review of an existing building's condition relative to applicable State Building and local codes to identify deficiencies and record major code requirements relative to a proposed use of the building.

Water and Sewer Extension Policy Exemptions enable an owner of property located outside the corporate limits to request an exemption from annexation for City water and/or sewer service in accordance with City Council adopted policy.

Module 2

Board Action

Module II pertains to fees associated with the review of development applications considered by the City Council, Board of Adjustment, Historic Preservation Commission and Planning & Zoning Commission. Fees are intended to defray the cost of public notice, report preparation and other operational costs the city incurs with processing these applications.



Comprehensive Fee Schedule

Planning & Development

Module 2 (Cont'd)

Applications		
Item	Sub-Item/ Description	Fee
Annexation (Voluntary - Includes Plat Recording Fees)		\$ 200.00
Appeal (BOA)		\$ 200.00
Certificate of Appropriateness	Major Work	\$ 80.00
	Minor Work	\$ 40.00
Development Agreement		\$ 400.00
Historic Preservation Community Review (non-hearing item)		\$ 40.00
Plan Amendment		\$ 200.00
Street Abandonment		\$ 500.00
Street Name Change	Application	\$ 200.00
	Sign Replacement Cost	1/2 sign cost(s)
Special Use	Special Use	\$ 1,000.00
	Minor Amendment	\$ 200.00
Text Amendment		\$ 200.00
Variance (BOA)		\$ 200.00
Vested Rights		\$ 400.00
Zoning Map Amendment	General Zoning District	\$ 500.00
	Conditional Zoning District	\$ 1,000.00
	Planned Development District	\$ 1,200.00

Module 3

Land Development

Module III pertains to fees associated with the review of land development applications and plans, which include subdivision, site plans, public infrastructure plans, and stormwater treatment facilities. Fees are intended to defray the cost of processing applications, reviewing plans, conducting infrastructure inspections along with the other operational costs the city incurs with processing land development applications and plans.

Applications		
Item	Sub-Item/ Description	Fee
Easement Reconveyance		\$ 100.00
Right of Way Encroachment Agreement		\$ 150.00
Watershed Variance		\$ 150.00

Plan Reviews		
Item	Sub-Item/ Description	Fee
Sketch Plan		\$ -
Site Plan (Includes watershed & landscape component plan reviews)	Residential Plan (Single-family attached & multi-family)	\$300 + \$4 per dwelling unit
	Small Non-Residential Plan (< 3,000 sq. ft. & no built upon area)	\$ 50.00
	Non-Residential Plan (Non-residential & mixed use)	\$300 + \$4 per acre or portion thereof



Comprehensive Fee Schedule

Planning & Development

Module 3 (Cont'd)

Plan Reviews		
Item	Sub-Item/ Description	Fee
Group Development (Includes watershed & landscape component plan reviews)	Residential Plan (Single-family attached & multi-family)	\$300 + \$4 per dwelling unit
	Non-Residential Plan (Non-residential & mixed use)	\$300 + \$4 per acre or portion
Subdivision (Includes watershed & landscape component plan reviews)	Preliminary Plan (With infrastructure)	\$300 + \$20 per lot
	Preliminary Plan (Without infrastructure)	\$ 100.00
	Final Plat (Includes plat recording fees)	\$ 100.00
Minor Plan Revision (Revision to an approved plan)		\$100 + \$4 each added dwelling unit
	Residential Plan	unit
	Non-Residential Plan	\$100 + \$4 each added 1,000sf.
	Subdivision	\$100 + \$20 each added lot
Grading Plan		\$345 + \$115 for each acre over 1 acre
Street & Utility Plan		\$ 50.00
Common Signage Plan		\$ 100.00
Design Review Plan		\$ 50.00
Exclusion Map (Includes plat recording fees)		\$ 100.00
Land Development Plan - Minimum Fee		\$ 50.00

Infrastructure		
Item	Sub-Item/ Description	Fee
Infrastructure Inspections	Roadway Inspection	\$0.50 per linear ft.
	Sewer Line Inspection	\$0.75 per linear ft.
	Storm Sewer Line Inspection	\$0.50 per linear ft.
	Water Line Inspection	\$0.75 per linear ft.
Right-of-Way Disturbance Permit	Residential Application	\$ 50.00
	Commercial Application	\$ 150.00
	0-400 square feet of excavation	\$0.25 per sf.
	>400 square feet of excavation	\$100 + \$0.50 per sf.
Public Regional Stormwater Facility (Application of Public Regional Stormwater Facility fee to Streets: The facility fee applies to all impervious surface within a development, including public and private streets; however, where a developer constructs a 4-lane or larger public street within a development, then the fee shall apply to only 50% of the impervious surface area of that public street)	0-1 acre of impervious surface	\$0.35 per sf.
	>1-5 acres of impervious surface	\$30,000 per ISA acre
	>5-10 acres of impervious surface	\$150,000 + \$15,000 per ISA acre over 5 acres
	>10 acres of impervious surface	\$225,000 + \$9,000 per ISA acre over 10 acres
	Minimum Fee	\$ 2,000.00
	Outside Corporate Limits (Fee for property outside the corporate limits is 100% greater)	[Total Fee] x 2



Comprehensive Fee Schedule

Planning & Development

Module 4

Construction Permit

Module IV pertains to fees associated with the plan review, permitting and inspection of buildings, structures and land uses. These fees are intended to offset the city's cost for administering and operating the construction inspection program.

Residential Construction Permit		
Item	Sub-Item/ Description	Fee
Residential Construction Permit		
Application	Application	\$ 50.00
Construction (To calculate construction fees, the schedule uses the current version of the International Code Council (ICC) Building Valuation Data (BVA) to determine the construction value based upon occupancy and building type.)	New Structure (Includes all associated electrical, mechanical, plumbing & zoning inspections)	ICC table value x sf. x 0.004 for area less than or equal to 10,000sf. + value x 0.001 for any area greater than 10,000sf.
	Building Addition (Includes all associated electrical, mechanical, plumbing & zoning inspections)	ICC table value x sf. X 0.004 for area less than or equal to 10,000sf.+ value x 0.001 for any area greater than 10,000sf.
	Alteration (Includes inspections for permitted trades)	\$50 per trade (Trades = B,E,P,M)
	Repair (Includes inspections for permitted trades)	\$50 per trade (Trades = B,E,P,M)
	Manufactured Dwelling (Includes all associated electrical, mechanical, plumbing & zoning inspections)	\$ 200.00
	Modular Dwelling (Includes all associated electrical, mechanical, plumbing & zoning inspections)	\$ 300.00
	Accessory Structure (Includes all associated electrical, mechanical, plumbing & zoning inspections)	ICC table value x sf. x 0.004 for area less than or equal to 10,000sf.+value x 0.001 for any area greater than 10,000sf.
	Deck Addition (Deck addition to existing building) (Includes inspections for permitted trades)	\$15 + \$50 per Electrical, Plumbing & Mechanical Trade
	Screen Porch Addition (Screen porch addition to existing building) (Includes inspections for permitted trades)	\$25 + \$50 per Electrical, Plumbing & Mechanical Trade
		Swimming Pool (Includes inspections for permitted trades)
Residential Plan Revision	Revision to an approved plan	\$ 25.00
Partial Permit	Footing and Foundation	25% of [Permit Fee]
	Exterior and Interior Build Out	75% of [Permit Fee]
	Processing Fee	\$100 per partial



Comprehensive Fee Schedule

Planning & Development

Module 4 (Cont'd)

Residential Construction Permit (Cont'd)		
Item	Sub-Item/ Description	Fee
Change of Occupancy	Change of Occupancy Only	\$ 25.00
Residential Driveway	Inspection	\$30 per driveway
NC Homeowner Recovery Fee	(Mandatory State fee applied to any type of CR permit for a SF dwelling issued to a licensed general contractor; \$1.00 is retained & \$9.00 sent to State)	\$ 10.00
Residential Provisional Power	Application	\$ 100.00
Residential Temporary Certificate of Occupancy	Application	\$ 100.00
Residential Construction Minimum Fee	For Unlisted Items	\$ 15.00

Residential Over-The-Counter Permit		
Trade	Sub-Item/ Description	Fee
Building	Re-Roofing	\$ 50.00
	Window Replacement (>\$5,000 value)	\$ 50.00
	Siding Replacement (>\$5,000 value)	\$ 50.00
Electrical	New Service	\$ 100.00
	Service Change	\$ 50.00
	Sub-Panel	\$ 50.00
	Outlets and Fixtures	\$ 70.00
	Temporary Service	\$ 50.00
Mechanical	HVAC New Construction	\$ 100.00
	HVAC Unit Addition or Replacement	\$ 70.00
	Duct Work Only	\$ 50.00
	Fuel Line Only	\$ 50.00
	Fuel Appliance (Includes fuel line inspection)	\$50 per appliance
Plumbing	Service Line -Water Line Only	\$ 50.00
	Service Line - Sewer Line Only	\$ 50.00
	Service Line -Water and Sewer Line	\$ 50.00
	Fixtures and Connections	\$ 70.00
	Water Heater - Electric	\$ 50.00
	Water Heater - Gas	\$ 50.00
Miscellaneous	Generator	\$ 70.00

Commercial Construction Permit		
Item	Sub-Item/ Description	Fee
Commercial Construction Permit Application	Application	\$ 75.00



Comprehensive Fee Schedule

Planning & Development

Module 4 (Cont'd)

Commercial Construction Permit (Cont'd)		
Item	Sub-Item/ Description	Fee
Construction (To calculate construction fees, the schedule uses the current version of the International Code Council (ICC) Building Valuation Data (BVA) to determine the construction value based upon occupancy and building type.)	New Structure (Includes all associated electrical, mechanical, plumbing & zoning inspections)	ICC table value x sf. x 0.004 for area less than or equal to 10,000sf.+value x 0.001 for any area greater than 10,000sf.
	Addition (Includes all associated electrical, mechanical, plumbing & zoning inspections)	ICC table value x sf. x 0.004 for area less than or equal to 10,000sf.+value x 0.001 for any area greater than 10,000sf.
	Alteration - Area Based (Includes all associated electrical, mechanical, plumbing & zoning inspections)	ICC table value x sf.x0.004 for area less than or equal to 10,000sf.+valuex0.001 for any area greater than 10,000sf.x50%
	Alteration - Non Area Based (Used where a square foot floor area cannot be determined; includes all associated electrical, mechanical, plumbing & zoning inspections)	\$75 per trade (Trades = B, E, P, M)
	Alteration - Roof Replacement (Includes all associated electrical, mechanical, plumbing & zoning inspections)	\$30 per 5,000 sq. ft. + \$75 per Electrical, Plumbing & Mechanical Trade
	Modular (Includes all associated electrical, mechanical, plumbing & zoning inspections)	\$500 per unit
	Swimming Pool (Includes inspections for permitted trades)	\$30 + \$75 per Electrical, Plumbing & Mechanical Trade
	Deck Addition (Deck addition to existing building) (Includes inspections for permitted trades)	\$30 + \$75 per Electrical, Plumbing & Mechanical Trade
	Repair (Includes inspections for permitted trades)	\$75 per trade (Trades = B, E, P, M)
	Outdoor Advertising Sign (Includes all associated inspections)	\$ 400.00
Communications Tower (Includes all associated inspections)	\$ 400.00	
Wall (Structural inspections only)	\$1.00 per linear ft.; Min. \$50.00	
Electrical	Single Trade/Stand Alone Applications (Includes inspections for trade)	\$50 Plus \$50 per required inspection over 1



Comprehensive Fee Schedule

Planning & Development

Module 4 (Cont'd)

Commercial Construction Permit (Cont'd)				
Item	Sub-Item/ Description	Fee		
Mechanical	Single Trade/Stand Alone			
	Applications (Includes inspections for trade)	\$50 Plus \$50 per required	inspection over 1	
Plumbing	Single Trade/Stand Alone			
	Applications (Includes inspections for trade)	\$50 Plus \$50 per required	inspection over 1	
Interior Demolition	Single Trade/Stand Alone Applications (Interior demolition only)	\$	25.00	
Fire Protection	Automatic Fire Extinguishing System - Sprinkler with or without Standpipe	\$	150.00	
	Automatic Fire Extinguishing System - Clean Agent	\$	100.00	
	Automatic Fire Extinguishing System - Dry Chemical	\$	100.00	
	Automatic Fire Extinguishing System -UL-300 Hood System	\$	100.00	
	Automatic Fire Extinguishing System - CO2 Inert Gas	\$	100.00	
	Automatic Fire Extinguishing System - Other System	\$	100.00	
	Battery System	\$	100.00	
	Compressed Gas	\$	100.00	
	Cryogenic Fluid	\$	100.00	
	Fire Alarm and Detection System - Manual Fire Alarm System Only	\$	100.00	
	Fire Alarm and Detection System - Automatic Fire Alarm System	\$	150.00	
	Fire Alarm and Detection System - Electrical	\$	50.00	
	Flammable and Combustible Liquid - Install, Repair or Modification	\$	100.00	
	Flammable and Combustible Liquid - Tanks (Removal or Installation)		\$100 per tank	
	Fire Pumps	\$	100.00	
	Hazardous Material	\$	100.00	
	Industrial Oven	\$	100.00	
	Private Fire Hydrant	\$	100.00	
	Spraying or Dipping	\$	100.00	
	Standpipe System	\$	100.00	
	Access Control - Fire	\$	50.00	
	Access Control - Electrical	\$	50.00	
	Underground Flush	\$	50.00	
Temporary Membrane Structures and Tents (400 sq. ft. to 1,200 sq. ft.)			\$50 per tent	
Temporary Membrane Structures and Tents (Greater than 1,200 sq. ft.)			\$100 per tent	



Comprehensive Fee Schedule

Planning & Development

Module 4 (Cont'd)

Commercial Construction Permit (Cont'd)		
Item	Sub-Item/ Description	Fee
Commercial Plan Revision	Revision to an approved plan	\$ 50.00
Partial Permit	Footing and Foundation	25% of [Permit Fee]
	Shell	50% of [Permit Fee]
	Interior Build Out	25% of [Permit Fee]
	Processing Fee	\$200 per partial
Change of Occupancy	Change of Occupancy Only (For Single Trade/Stand Alone Applications)	\$ 50.00
	Commercial Driveway Inspection	\$50 per driveway
ABC Code Compliance	Inspection	\$ 50.00
Commercial Provisional Power	Application	\$ 200.00
Commercial Temporary Certificate of Occupancy	Application	\$ 125.00
Commercial Construction Minimum Fee	For Unlisted Items	\$ 30.00

Commercial Over-The-Counter Permit		
Trade	Sub-Item/ Description	Fee
Electrical	Replacement (For replacement of same size receptacles, outlets & fixtures)	\$ 75.00
	Minor Work - Relocation and/or up to 5 new devices (For addition of new receptacles, outlets & fixtures)	\$ 75.00
	Minor Low Voltage Work - Relocation and/or up to 5 new devices (For low voltage drops & devices)	\$ 75.00
	Temporary Service - 60 amp or less	\$ 75.00
	Temporary Service - Greater than 60 amp	\$ 100.00
	Service Change - 200 amp or less	\$ 75.00
	Service Change - Greater than 200 amp	\$ 100.00
	Mechanical	HVAC Unit Replacement (For replacement of same size unit)
Plumbing		Water Line Replacement
	Sewer Line Replacement	\$ 75.00
	Fixture Replacement	\$ 75.00
Fire Protection	Sprinkler System Heads (Relocation of existing heads only)	\$ 50.00
	Sprinkler System Heads (Relocation and/or up to 10 new heads)	\$ 75.00
	Fire Alarm: Detection System Devices (Relocation of existing devices only)	\$ 50.00
	Fire Alarm: Detection System (Devices - relocation and/or up to 5 new devices)	\$ 75.00
	Fire Alarm: Detection System (Devices - electrical)	\$ 50.00



Comprehensive Fee Schedule

Planning & Development

Module 4 (Cont'd)

Structure Removal Permit		
Item	Sub-Item/ Description	Fee
Structure Removal Permit	Application	\$ 50.00
Residential Structure	Demolition	\$ 25.00
	Moved Structure	\$ 25.00
Commercial Structure	Demolition	\$ 100.00
	Moved Structure	\$ 100.00

Sign Permit		
Item	Sub-Item/ Description	Fee
Sin Permit	Application	\$ 25.00
Sign Plan Revision	Revision to an approved plan	\$ 25.00
Zoning Compliance		\$25 per sign
Structural Compliance		\$ 50.00
Electrical Compliance		\$ 50.00

Zoning Compliance Permit		
Item	Sub-Item/ Description	Fee
Zoning Compliance Permit	Application	\$ 25.00
Standard Permit		\$ 25.00
Temporary Use Permit		\$ 25.00
Residential Fence Permit		\$ -
Non-Residential Fence Permit		\$ 25.00
ABC Code Compliance	Inspection	\$ 50.00

Permit Assessment		
Item	Sub-Item/ Description	Fee
Residential Permit Assessments	Not Ready for Inspection	\$ 25.00
	Inspection Deficiency	\$ 25.00
	Extra Inspection Trip	\$ 25.00
Commercial Permit Assessments	Not Ready for Inspection	\$ 50.00
	Inspection Deficiency	\$ 50.00
	Extra Inspection Trip	\$ 50.00
Failure to Obtain Final Inspection		\$ 200.00
Work without a Permit		[Permit Fee] x 2
After Hours Inspection	(Note: Fee applied per hour & per trade; min. of 2 hours assessed)	\$60 per hour

Energy Efficiency Permit Rebates		
Item	Sub-Item/ Description	Rebate
Residential New Construction	USGBC Leadership in Energy and Environmental Design (LEED) Certification	50% of [Permit Fee]; Max. \$500
	NC Healthy Built Home Certification	50% of [Permit Fee]; Max. \$500



Comprehensive Fee Schedule

Planning & Development

Module 4 (Cont'd)

Energy Efficiency Permit Rebates (cont'd)		
Item	Sub-Item/ Description	Rebate
Residential New Construction	USEPA Energy Star Certification	50% of [Permit Fee]; Max. \$500
	NAHB Model Green Building Home Guideline Certification	50% of [Permit Fee]; Max. \$500
	ICC/NAHB National Green Building Standard Certification	50% of [Permit Fee]; Max. \$500
	Residential Construction	Geothermal Heat Pump
	Photovoltaic Energy System	\$ 40.00
	Solar Hot Water Heating	\$ 40.00
	Gray/Rain Water Collection	\$ 40.00
	Tankless Hot Water Heating	\$ 40.00
Commercial Construction	Geothermal Heat Pump	\$ 80.00
	Photovoltaic Energy System	\$ 80.00
	Solar Hot Water Heating	\$ 80.00
	Gray/Rain Water Collection	\$ 80.00
	Tankless Hot Water Heating	\$ 80.00

Module 5

Code Violations

Module V pertains to the costs associated with the abatement of public nuisance violations. Fees are intended to offset a portion of the City's cost for administering and processing the abatement of a violation.

Administrative Abatement Cost		
Item	Sub-Item/ Description	Fee
Administrative Abatement Cost	Public Nuisance Code - Abatements	10% of abatement cost



Comprehensive Fee Schedule

Planning & Development

Inspection Fees

Fees - Roadways and Utilities

Construction Inspection Rates

Water Lines Per Linear Foot	\$ 0.75
Sewer Lines Per Linear Foot	\$ 0.75
Roadways Per Linear Foot	\$ 0.50
Storm Drainage Per Linear Foot	\$ 0.50
Minimum Fee - Flat Fee	\$ 100.00

Fees - Grading Permits & Erosion Control Inspection

First acre of disturbed land	\$ 345.00
Each additional acre of disturbed land or part thereof (round up)	\$ 115.00

Driveway Inspections

Driveway Permit fees by:

Residential - Per Permit	\$ 30.00
Commercial - Per Permit	\$ 50.00
Industrial - Per Permit	\$ 50.00

Erosion Control Surety

The Surety is Based on Per Disturbed Acre	\$ 2,000.00
---	-------------

A surety is required on most land disturbing projects greater than an acre in size. The surety is refundable once the site is stabilized with a sufficient amount of continuous growth of ground cover to prevent erosion. The surety must be either a bond issued in the state of North Carolina or a check which will be held within the city's account.



NORTH CAROLINA'S INTERNATIONAL CITY™

Comprehensive Fee Schedule

Public Services

Customer Service - Deposits

All new and existing accounts are subject to being charged an initial deposit when establishing a new location for service. Customers who live outside the City limits will pay double the inside deposit for water and sewer service.

Electric Service

Residential	\$ 125.00
Non-Residential	\$ 400.00
Restaurant/Lounge	\$ 1,000.00

Water Service (deposit is per meter, based on the size of the line)

3/4" x 5/8"	\$ 50.00
1"	\$ 100.00
1 1/2"	\$ 200.00
2"	\$ 400.00
3"	\$ 1,000.00
4"	\$ 2,500.00
6"	\$ 4,500.00
8"	\$ 6,600.00

Sewer Service

Flat Rate	\$ 50.00
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Customer Service - Utility Service

All utility accounts are subject to being charged any fee as warranted

Return Check Charge	\$ 25.00
Service Fee (Monday - Friday)	\$25 or actual
Service Fee (After 7pm & Weekends/Holidays Observed by the City)	\$ 60.00
Water (Initial Service Connection)	\$ 25.00
Extra Field Trip Fee	\$ 25.00
New Electric Meter Charge	\$75 or actual
Water Meter Test Charge (If You Request More Than One in 12 Months)	\$ 50.00
Pulled Meter Charge (For Electric and/or Water)	\$50 or actual
Damaged Electric Security Seal Charge	\$ 10.00
Meter Tampering/Investigation Charge	\$ 100.00
Temporary Cut-On/Cut-Off at Permanent Dwellings (8 Days or Less)	\$ 50.00
New Water Meter Charge	Actual Cost of Meter
Electric Services Disconnected at Pole	\$ 75.00
Extraordinary Measures to Disconnect and/or Reconnect Services	Actual Cost to City
Late Payment Charge	As Defined on Bill



Comprehensive Fee Schedule

Public Services

Household Garbage

Household garbage is picked up once a week.

Garbage Roll-Out Container (new residents)	\$ 57.00
Unscheduled Garbage/Recycling Dumpster Collection	\$ 30.00

Solid Waste Availability Fee

- There is an \$14 fee that is billed on the utility bill monthly to maintain the level of solid waste collection services that our customers have become accustomed to.
- The Solid Waste Availability Fee is applicable to all customers who receive the city solid waste collection services - **Single and Multi-Family**.

Bulk Item Collection Fine	\$ 150.00
---------------------------	-----------

Yard Waste

Yard Waste Roll-Out Container	\$ 57.00
Compost and Engineered Soil (per ton)	\$ 22.00
Wood and Leaf Mulch (per ton)	\$ 17.00

Minimum purchase is \$5.00; We cannot deliver

Dead Animal Pick-Up

Veterinary Animal Collection	\$ 50.00	Per trip up to 10 animals per collection
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Red Box Rental

For major clean-up projects, you may rent a red box. This fee is non-refundable.

Red Box is 4x8x14 for a total of 448 cubic feet.	\$ 100.00	(3 Day Rental)
--	-----------	----------------

To reserve a red box, call Customer Service at 883-3111



Comprehensive Fee Schedule

Public Services

Kersey Valley Landfill

Tipping Fees

The cost is \$36/ton plus \$2 State mandated landfill tax with a MINIMUM charge of \$7.50 for Pickup Trucks, SUV's or larger and a \$2.00 MINIMUM for cars.

Closure/Post Closure Fees

There is a \$5 Closure/Post Closure Fee that is billed on the monthly utility bill to fund closing and maintaining closed Landfill cells.

Ingleside Compost Facility

The Ingleside Compost Facility is a convenience we offer to High Point residents for disposing of yard debris.

Materials For Sale

Engineered Soil Per Ton	\$ 22.00
Wood Mulch Per Ton	\$ 17.00
Compost Per Ton	\$ 22.00
Leaf Mulch Per Ton	\$ 17.00
Yard Waste	\$ 36 per ton with a \$ 7.50 minimum

Cemeteries

Excavation and Closing of Adult Grave	\$ 600.00
Excavation and Closing of Infant Grave	\$ 300.00
Cremation	\$ 200.00
Exhuming	Double Opening Fee

Stormwater

The billing rate for 1 ERU (Equivalent Residential Unit)	\$ 4.00
--	---------

Residential and Multifamily Properties Will Be Billed Monthly for 1 ERU.

Commercial and Industrial Properties Are Charged Based on the Total Amount of Impervious Area on a Property Divided by 2,588 ft² per ERU Multiplied by \$4.00 per ERU per Month. The Minimum Fee is \$1 ERU per Month.



NORTH CAROLINA'S INTERNATIONAL CITY™

Comprehensive Fee Schedule

Public Services

Residential Water Rates (1 unit = 748 gallons)

Commodity Charges	Inside Rate	Outside Rate
All Units	\$ 2.71	\$ 5.42

Irrigation Water Rates (1 unit = 748 gallons)

Commodity Charges	Inside Rate	Outside Rate
All Units	\$ 4.05	\$ 8.09

Commercial and Industrial Rates (1 unit = 748 gallons)

Commodity Charges	Inside Rate	Outside Rate
First 35 Units	\$ 2.71	\$ 5.42
Next 765 Units	\$ 2.45	\$ 4.91
Next 2200 Units	\$ 2.18	\$ 4.37
Over 3000 Units	\$ 1.88	\$ 3.77
Intergovernmental	\$ 1.88	\$ 3.77

Fixed Charges	Inside Rate	Outside Rate
WT1 5/8" & 3/4"	\$ 8.18	\$ 16.35
WT2 1"	\$ 20.44	\$ 40.88
WT3 1 1/2"	\$ 40.85	\$ 81.70
WT4 2"	\$ 65.34	\$ 130.68
WT5 3"	\$ 130.73	\$ 261.46
WT6 4"	\$ 204.26	\$ 408.51
WT7 6"	\$ 408.50	\$ 817.01
WT8 8"	\$ 652.97	\$ 1,305.94
WT10 10"	\$ 1,184.30	
WT12 12"	\$ 1,755.97	

Residential Sewer Rates (Based on water usage)

Commodity Charges	Inside Rate	Outside Rate
All Units	\$ 4.71	\$ 9.42

Fixed Charges	Inside Rate	Outside Rate
WT1 5/8" & 3/4"	\$ 12.66	\$ 25.32
WT2 1"	\$ 31.72	\$ 63.45
WT3 1 1/2"	\$ 63.47	\$ 126.93
WT4 2"	\$ 101.50	\$ 203.00
WT5 3"	\$ 203.03	\$ 406.06
WT6 4"	\$ 317.23	\$ 634.46
WT7 6"	\$ 634.44	\$ 1,268.89
WT8 8"	\$ 1,015.14	\$ 2,030.28



NORTH CAROLINA'S INTERNATIONAL CITY™

Comprehensive Fee Schedule

Public Services

Residential Sewer Rates (Cont'd)

Industrial Surcharge	BOD	SS
Inside Rate	\$ 57.06	\$ 50.71
Outside Rate	\$ 114.12	\$ 101.42

Residential Flat Rate

Inside Rate	\$ 45.73
Outside Rate	\$ 91.45
Septage Tickets	
1 Ticket per 1000 Gallons of Tank Capacity or Fraction Thereof	\$ 40.48
1 Ticket per 3000 Gallons of Tank Capacity or Fraction Thereof	\$ 121.44

Tap/Meter Fee Structure - Residential (effective January 1, 1997)

Water Service and Meter	Price
3/4" x 5/8" Water Meter Connected to Yoke	\$ 205.00
3/4" Water Tap (service line, meter setter and box)	\$ 1,610.00
3/4" x 5/8" Meter Set in Parallel with an Existing Meter (meter, setter and box)	\$ 565.00
1" Meter Connected to Yoke	\$ 260.00
1" Water Tap (service line, meter setter, and box) ** For Residential Home Only	\$ 1,610.00
1 1/2" Meter and Box	\$ 455.00
2" Meter and Box	\$ 590.00
3" Meter with By-Pass	\$ 3,100.00
4" Meter with By-Pass	\$ 3,900.00
Hydrant Meter	
Application Fee	\$ 50.00
3" Hydrant Meter Deposit - Refundable	\$ 1,220.00
5/8" Hydrant Meter Deposit - Refundable	\$ 500.00
Additional Trip to Set Meter	\$ 25.00
Sewer service line with clean-out	
4" Sewer Tap	\$ 2,080.00
Sewer clean-out/preparation (locating and excavation must be paid by plumber)	
4" Sewer Clean-Out	Actual Cost
6" Sewer Clean-Out	Actual Cost

CITY OF HIGH POINT AGENDA ITEM



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

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

Meeting Date: October 31, 2016

Public Hearing: N/A

Advertising Date: NA

Advertised By: NA

Attachments: Attachment A – Fourth Amendment

PURPOSE:

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

BACKGROUND:

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

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

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

FOURTH AMENDMENT TO LICENSE AGREEMENT

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

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

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

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

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

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

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

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

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

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

With a copy to:

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

With a copy to:

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

4. Estoppel. Licensor and Licensee agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

Licensor:

City of High Point

By: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Title: _____

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

Licensee:

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

By: AT&T Mobility Corporation,
a Delaware corporation

Its: Manager

By: _____ (SEAL)

Nellie Jabbari

Area Manager Real Estate Transactions

EXHIBIT A

(Attached Hereto)

EXHIBIT B

OVERALL 60'x69' SITE

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

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

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

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

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

Return to:

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

PIN: 7810284858

MEMORANDUM OF FOURTH AMENDMENT TO LICENSE AGREEMENT

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Licensors:

City of High Point

By: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

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

Date: _____

By: _____

Print Name: _____

Notary Public

[SEAL OR STAMP]

My Commission Expires: _____

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

Licensee:

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

By: AT&T Mobility Corporation,
a Delaware corporation

Its: Manager

By: _____ (SEAL)
Nellie Jabbari
Area Manager Real Estate Transactions

STATE OF _____

COUNTY OF _____

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

Date: _____

By: _____

Print Name: _____

Notary Public

My Commission Expires: _____

[SEAL OR STAMP]

EXHIBIT A

(Attached Hereto)

EXHIBIT B

OVERALL 60'x69' SITE

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

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

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

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

CITY OF HIGH POINT AGENDA ITEM



Title: Cry Wolf®– False Alarm Reduction Program

From: Kenneth J. Shultz, Police Chief

Meeting Date: November 7, 2016

Public Hearing: N/A

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

Attachments: Contract

PURPOSE:

The High Point Police Department is requesting that the City contract with Cry Wolf® over the administration of our False Alarm Reduction Program.

BACKGROUND:

The Police Department has used Cry Wolf® software to aid in the administration of our False Alarm Reduction program and Police personnel oversees the program. Bill payment has been handled by the City Customer Service Department. At this time, new software updates are required for to continue to provide this service.

In order to avoid this charge and to save on expenses associated with the program to include manpower and mailing, we are requesting that Cry Wolf® be allowed to take over the entire program to include administration and collectives.

BUDGET IMPACT:

There is no expense associated with this contract. Cry Wolf® will engage in a profit splitting relationship as outlined in the contract.

RECOMMENDATION / ACTION REQUESTED:

The Police Department is requesting City Council approve this contract and authorize the appropriate city official to execute the contract with Cry Wolf®.

CONTRACT FOR FALSE ALARM BILLING AND TRACKING SERVICES

THIS CONTRACT FOR FALSE ALARM TRACKING AND BILLING SERVICES ("Contract") made and entered into this ____ day of _____, 2016, by and between the the **City of High Point, North Carolina** a municipal corporation of the State of North Carolina, 211 S. Hamilton, High Point, NC 27260 ("High Point" or "CITY") and **Public Safety Corporation, ("CONTRACTOR")**, a corporation of the State of Florida with its principal administrative offices located at 103 Paul Mellon Court, Waldorf, Maryland, 20602.

WITNESSETH:

Whereas, the High Point City Council enacted ordinances related to alarm systems and false alarms titled Title 5, Chapter 1, Article D – Burglar and Robbery Alarms as of this date ("Alarm Ordinance"), as amended; and

Whereas, the goal of High Point is to encourage more responsible use of alarm systems and to reduce the number of false alarms to which public safety officers must respond by accurately tracking false alarm instances and assessing fees and penalties as required by the Alarm Ordinance; and

Whereas, in its implementation of the Alarm Ordinance, High Point is authorized to engage a third-party CONTRACTOR to assist the CITY in the enforcement of the Alarm Ordinance so that persons and organizations that use alarm systems can be held accountable for false alarms through a system of fees and penalties; and

Whereas, the CONTRACTOR created and markets the proprietary and patented (U.S. Patent No. 6,856,246) software system called CryWolf® ("Software"), an integrated suite of software applications operating in a Windows-based environment, designed to assist false alarm reduction managers and planners in government agencies and industry in accessing information relevant to false alarms, and which has been developed at CONTRACTOR's private expense for the commercial marketplace and is not in the public domain; and

Whereas, High Point currently employs the Software internally using High Point staff to track and assess fees and penalties in accordance with the Alarm Ordinance; and

Whereas, High Point plans to amend the current Alarm Ordinance to add, among other new provisions, the tracking and billing of false alarm fees and fines, and annual alarm system registration and registration fees; and

Whereas, High Point desires to engage the CONTRACTOR to extend and expand the CONTRACTOR's current Software support services to include the full service false alarm solution ("Services") described in Attachment A; and

Whereas, the CONTRACTOR desires to accept such engagement.

Now, Therefore, the parties agree as follows:

1. Term.

The term of this Contract shall commence upon the date it is signed by both parties (the "Effective Date") and shall continue for a period of three (3) years following the date the CONTRACTOR begins full service tracking and billing for false alarms. This contract shall automatically renew for additional one year periods unless either High Point notifies the CONTRACTOR or the CONTRACTOR notifies High Point in writing no later than ninety (90) days prior to the expiration of the initial or any annual renewal term that the CITY or CONTRACTOR wishes to terminate this Agreement.

2. Contract Documents and Order of Precedence.

The contract documents consist of the following Attachments which are incorporated into the Contract by this reference:

A. **Attachment A**, describes the Scope of Services to be provided by the CONTRACTOR and the CITY's operational responsibilities, and Attachment B, Payment Terms.

B. The Order of Precedence shall be as follows: (1) this Contract; (2) Attachment A; and (3) Attachment B.

3. Alarm Management Scope of Services.

A. The CONTRACTOR shall provide the Alarm Management Services described in **Attachment A - Alarm Management Services**.

B. The Alarm Management Services shall assist High Point in enforcing its Alarm Ordinance to include tracking of responsible persons (including individuals, businesses and government agencies) who use alarm systems, registering of alarm systems, billing and notification of permit and false alarm fees in accordance with the Alarm Ordinance and at the direction and under the supervision of High Point's Alarm Administrator, maintenance of a database of persons who use alarm systems, tracking of false alarm occurrences, collection of fees, the collection and enforcement of penalties for violations, generating performance and outcome reports and assuring the availability to High Point of timely false alarm information, all as more specifically described in **Attachment A - Alarm Management Services**.

4. Software license.

High Point shall be licensed and authorized to use the Software and any additional specific customization and development provided as part of the Alarm Management Services described in **Attachment A**. The license shall cover all Software, including, without limitation, software interfaces and software modifications. The scope of the license is non-transferable and non-exclusive and is authorized by CONTRACTOR for use by High Point to access its false alarm information.

5. Duration of the Software License.

High Point shall have the right to use the Software in accordance with **Attachment A** for so long as the CONTRACTOR provides Alarm Management Services to High Point and/or licenses the Software in accordance with the Termination provisions in this Contract. This

license shall apply for the duration of the Contract and any extensions provided for herein or agreed to in writing by the parties. In the event the business relationship with CONTRACTOR is terminated or ended for any reason, High Point's license rights to use the Software shall likewise terminate except as provided for in this Contract, including **Attachment B**.

6. Modification of the Software.

A. Modifications or adaptations of the Software shall be limited to creating or providing interfaces between the Software and High Point 's computer systems required to import or export data in order to implement the Software.

B. High Point shall retain a nonexclusive License to use the modified and/or "customized" interfaces with the Software, provided, however, the use of the original Software with such adaptations in any projects other than the management of the Alarm Ordinance shall be subject to additional compensation to CONTRACTOR in an amount and subject to terms to be determined by the parties in writing prior to any such additional use.

7. Protecting Confidential and Proprietary Information.

The proprietary information of both parties, CONTRACTOR and High Point is and shall remain the valuable intellectual property of each respective party. Except as required by law, neither party shall disclose any such information to any third party for any reason without the express written consent of the other party and shall only use proprietary information for internal purposes to facilitate and assist CONTRACTOR and CITY staff in the administration of the Alarm Ordinance. In addition, the parties shall provide reasonable safeguards to protect their respective software, hardware systems and data from unauthorized intrusion by third parties. Notwithstanding, the parties recognize that the CITY is a government body subject to compliance with North Carolina Public Records laws.

Names, addresses, type of alarm, identification information of any alarm monitoring company, or identification information of any person cited under the Alarm Ordinance shall not be released, exhibited or sold to any third party by CONTRACTOR, except as required by law.

All data received hereunder shall be made a part of High Point's permanent records and files and preserved therein for a period in accordance with the requirements of North Carolina law. High Point will inform CONTRACTOR of the required retention time in writing at the beginning of the Contract term and, in the event these requirements change, as soon as those changes are approved by the appropriate North Carolina State or CITY agency.

All alarm related data maintained by the CONTRACTOR shall remain the property of the CITY. If the contract is terminated for any reason, the CONTRACTOR shall provide such data to High Point on a timely basis in a mutually acceptable, electronic file format.

8. Reproduction and Copyright.

A. The Software is protected under the Copyright and Patent laws of the United States, and as extended by treaty, with Canada. High Point may not copy, or allow anyone else to copy or otherwise reproduce, any part of the Software without the prior written consent of CONTRACTOR, except to store and/or install a copy of the Software on a storage device, such as a network server, used only to run the Software on other computers over an internal network and except for two copies for back-up or archive purposes.

B. High Point may copy any CONTRACTOR provided Software as necessary to its hard disks or other such storage medium to efficiently operate the Software on High Point single-user system, multiple-user system, or network. The Software shall be copied as a whole, and the use of the copies shall be governed by this Contract. All other copying is prohibited.

9. Limitations on the Use of the Software.

High Point may not reverse engineer, decompile, or disassemble the Software. The Software is licensed as a single product. Its component parts may not be separated.

10. Notices of Intellectual Property Rights.

High Point shall assure that CONTRACTOR's notices of intellectual property (e.g., patent, trademark, and copyright notices) provided by CONTRACTOR, if any, shall remain visible on the Software when displayed electronically, or when output created by it is printed for distribution to persons or organizations outside the normal scope of the Alarm Ordinance.

11. Payment.

High Point shall pay the CONTRACTOR for the Services described, in accordance with **Attachment B** ("Payment Terms").

12. Collection of Fines.

The CITY shall support the collection of false alarm fees, fines and penalties in accordance with the Alarm Ordinances and at the direction of the Alarm Administrator. If the CITY directs CONTRACTOR to engage a third-party collection organization for delinquent amounts, the CITY shall cause the necessary legislative and administrative procedures to be enacted and/or adopted in order to delegate to the CONTRACTOR the authority to collect the delinquent fees on behalf of the CITY.

13. Confidentiality of High Point False Alarm Data.

Any false alarm collection data provided to the CONTRACTOR during the performance of the Alarm Management Services shall be used only in a manner consistent with this Contract, and no false alarm collection data shall be disclosed without the prior written consent of High Point. If such disclosure is compelled or required in any judicial or administrative proceeding, the CONTRACTOR shall, before disclosing such information, first notify High Point and give High Point an opportunity to object to the disclosure.

In the event High Point objects to such disclosure, it shall notify the CONTRACTOR that it will indemnify it, to the extent provided by law, for any costs and expense incurred, including, without limitation, the cost of attorney fees expended in the defense of any action or proceeding, or relating to the refusal to disclose such information.

14. High Point Responsibilities.

A. High Point shall cooperate with and assist the CONTRACTOR by providing management decisions affecting startup or provision of the Alarm Management Services within

ten (10) business days of receipt of CONTRACTOR's request for a decision, as well as providing personnel, information, approvals, and acceptances in accordance with a mutually-agreed Implementation Plan to be developed by CONTRACTOR and High Point at the start of the Services. This Implementation Plan will define the detailed tasks and schedule necessary to achieve the following program target milestones:

- 1) Commence Services implementation activities on the Effective Date;
- 2) Begin collecting and processing alarm location information within sixty (60) days of the Effective Date; and
- 3) Begin processing false alarm activations within ninety (90) days of the Effective Date.

The Implementation Plan shall be agreed to in writing by both parties and upon execution by both parties shall be incorporated into this Contract by reference. If factors beyond the CONTRACTOR's control prevent processing of false alarms within the implementation timeline, extension of the implementation must be mutually agreed to and documented via change order.

B. High Point shall provide the CONTRACTOR with CAD alarm incident Records, appeal records, and necessary historical, non-financial alarm registration and alarm incident information in accordance with the terms of a mutually-agreed implementation plan and in a mutually-agreed electronic format, as necessary and proper, to allow the CONTRACTOR to effectively provide the Services and enforce the Alarm Ordinance.

15. High Point Alarm Administrator.

To facilitate effective communication between High Point and the CONTRACTOR, and in accordance with the Alarm Ordinance, High Point shall designate an Alarm Administrator. The Alarm Administrator shall have the power and authority to make decisions relating to the Services. A secondary Alarm Administrator will also be designated to act on behalf of the Alarm Administrator when the primary Alarm Administrator is unavailable. The primary and secondary Alarm Administrators shall be designated by High Point. The Alarm Administrator has the authority to waive, void, or modify violation notices and the resulting fine amounts. Any such waiver, modification, or voiding will be communicated to the CONTRACTOR in a written format.

16. Resolution of Disputes.

A. *Mediation.* In the event of a dispute between the parties concerning any matter arising under this Contract, the parties shall proceed to good-faith mediation of the dispute. The mediation venue shall be High Point, North Carolina. The cost of mediation shall be shared equally.

17. Termination.

A. *For Convenience.* Either party may terminate this Contract for any reason and at any time by giving at least ninety (90) days written notice to the other party of such termination and specifying the effective date thereof. If the Contract is terminated by the CITY, the CONTRACTOR shall be paid for any services already performed by sharing in the collections of all amounts billed by the CONTRACTOR through the date of termination. If the Contract is terminated by the CONTRACTOR, the CONTRACTOR shall provide an option for the CITY to

transition operation of the alarm program to CITY facilities and staff using the CONTRACTOR's proprietary Software as described in Paragraph 18A.

B. *For Cause.* Either party may terminate this Contract for cause if the other party does not perform its duties or exercise its responsibilities in accordance with this Contract including the maintenance of the system of fees and fines in effect at the beginning of the Contract period. Upon an event of cause by either party (Non-performing party), the other (Claimant) party shall provide thirty (30) days prior written notice to the non-performing party that the Contract terms have not been carried out in accordance with this Contract. If the event of cause is not corrected by the Non-performing party to the reasonable satisfaction of the Claimant, the Claimant may terminate this Contract after a thirty (30) day written cure notice to the Non-performing party.

C. *Termination Within Initial Two (2) Year Period.* If this Contract is terminated by the CITY or its implementation is terminated or postponed by the CITY during the initial two (2) year period, for any reason other than breach by the CONTRACTOR, the CONTRACTOR shall be entitled to receive a prorated share of its initial startup costs as specified in **Attachment B**, in addition to any Service fees owed the CONTRACTOR as described in Paragraph 18 – Rights upon Termination.

18. Rights upon Termination.

A. If the CONTRACTOR is entitled to terminate this Contract or the CITY chooses not to continue the Contract for its convenience, the CONTRACTOR shall offer High Point an option, which must be exercised within thirty (30) calendar days after the Notice of Termination, to continue a conditional, uninterrupted, non-exclusive and non-transferable license to use the proprietary Software as necessary to support and administer High Point's Alarm Ordinance conditional on the payment of one-time transitional service and ongoing annual license, maintenance and support fees at the CONTRACTOR's then prevailing rates.

B. If High Point terminates this Contract or if the CONTRACTOR terminates for cause, High Point, in addition to payment of false alarm collections owed to the CONTRACTOR based on the CONTRACTOR's billings through the date of termination, shall undertake good faith efforts to collect any Alarm Management Services fees and civil penalties for Ordinance violations billed, but not yet collected, as of the date of termination, in order to pay the CONTRACTOR, all amounts due the CONTRACTOR as a result of efforts engaged in by the CONTRACTOR on High Point's behalf.

C. In the event that either party terminates this agreement, the CONTRACTOR agrees that all data collected under this agreement is part of High Point's permanent record and that all data, including historical records under the required retention time will be provided to High Point in an agreed upon data format within 30 days of the termination date.

19. Indemnification.

A. The CONTRACTOR shall indemnify, hold harmless, and defend High Point, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting, directly or indirectly, from the CONTRACTOR's (or CONTRACTOR's subcontractors, if any) performance or breach of the Contract provided that such claim, damage, loss, or expense is not caused by the negligent act or omission or willful misconduct of High Point or its elected and appointed

officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification provision shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

B. In the event that a claim is made against the CONTRACTOR, which arises out of the negligence or willful misconduct of High Point or any of High Point's employees, High Point shall indemnify the CONTRACTOR to the extent High Point is liable and authorized to do so under the law.

C. Any party seeking indemnification shall promptly notify the other party of its discovery of any matter-giving rise to a claim of indemnity. For each individual claim, the indemnifying party shall have no obligation to the other or to any third party with respect to any expenses incurred by or on behalf of the other or its assumption of control of the defense of the claim, or with respect to any compromise or settlement made, without the prior written consent of both parties.

20. Patent infringement.

The CONTRACTOR shall indemnify High Point, its elected and appointed officials, officers, employees, agents, and successors in interest from and against all damages and expenses resulting from any infringement action brought against the CONTRACTOR, or against High Point to the extent that any such action is predicated on the use of CONTRACTOR's software, during the term of this Contract. This Hold Harmless and Indemnification provision shall in no way be limited by any financial responsibility or insurance and shall survive termination of this contract

21. Limitation of Liability.

In no event shall either Party be liable to the other for consequential, special, or incidental damages arising out of or relating to performance and nonperformance. This limitation shall apply regardless of the form of action, whether in contract or in tort, including negligence or misrepresentation.

22. Insurance.

The CONTRACTOR shall provide and maintain in full force and effect at no additional cost to High Point for the duration of the Contract commercial general liability insurance or comprehensive general liability insurance with a minimum limit of \$1,000,000 per occurrence for bodily injury and damage to property including contractual liability, premises/operations, products/completed operations, independent CONTRACTORS, broad form property damage, and personal injury coverage and a minimum aggregate amount of \$1,000,000 or commercial/comprehensive general liability insurance plus additional excess umbrella liability insurance to meet these limits.

The CONTRACTOR agrees that it shall add High Point, its elected and appointed officials, officers, employees, agents, and successors in interest to the CONTRACTOR's liability insurance policies as additional insureds. The CONTRACTOR shall require its insurance carrier or agent to certify that this requirement has been satisfied on all Insurance Certificates issued under this Contract.

Before any work is initiated and before any invoices are paid for work performed under this Contract, the CONTRACTOR shall provide written proof of compliance with the above insurance requirements by delivering to:

City of High Point
211 S. Hamilton
High Point, NC 27260
Attention: _____

a copy of a certificate or certificates of insurance completed by its insurance carrier or agent certifying that minimum insurance coverages as required above are in effect and that the coverage will not be canceled or changed until thirty (30) days after written notice is given to the CITY. The CONTRACTOR shall maintain, update, and renew the Certificate(s) for the term of this Contract.

23. Assignment.

This Contract shall not be assigned to any third party without prior written consent, which may be withheld in the sole and absolute discretion of either party. A change in ownership of the CONTRACTOR or a purchase of the majority of assets or stock of the CONTRACTOR by another company shall not be considered an assignment of this Contract.

24. Attorney's Fees.

Should the parties or either of them employ an attorney to enforce by litigation in a court of competent jurisdiction, any of the contract provisions because of a disputed matter arising under this Contract, to assert damages for the breach of the Contract, or in order to obtain injunctive relief, then the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and any expenses expended or incurred.

25. Notices.

Wherever under this Contract one party is required or permitted to give notice to the other, such notice shall be deemed given when delivered in hand or when mailed, by United States mail, certified, return receipt requested, postage prepaid, and addressed as follows:

In the case of the CONTRACTOR:

Public Safety Corporation
103 Paul Mellon Court
Waldorf, Maryland 20602
Attention: Contract Administration

In the case of High Point:

City of High Point
211 S. Hamilton
High Point, NC 27260
Attention: _____

26. Governing Law.

The substantive laws of the State of North Carolina shall govern this Contract without regard to the law of conflicts. Venue shall be in the appropriate court of Guilford County, North Carolina. Such actions shall neither be commenced in nor removed to federal court.

27. Severability.

If any provision of this Contract is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired.

28. No Waiver.

The failure by any party to exercise any right stated in this Contract shall not be deemed a waiver of the right.

29. Complete Agreement.

This Contract when signed by both parties sets forth the entire understanding of the parties as to its subject matter, conditions and obligations and may not be modified except by further written agreement.

30. Independent Contractors.

In performing the work under this Contract, the CONTRACTOR acts as an independent CONTRACTOR and is solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance, as well as errors and omissions insurance. The CONTRACTOR, as an independent CONTRACTOR, is obligated to pay federal and state income tax on moneys earned. The personnel employed by the CONTRACTOR are not and shall not become employees, agents or servants of High Point because of the performance of any work by or under the performance of this Contract.

31. Cooperative Purchases.

This Contract may be used by other government agencies. The CONTRACTOR has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the CONTRACTOR and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The CITY will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

[Remainder of page intentionally left blank]

WHEREAS, the individuals representing the parties are both authorized and have executed this Contract effective as of on the date first written above.

High Point, North Carolina

By: _____

[Name and Title – please print]

Public Safety Corporation

By: _____

[Authorized Signing Officer]

[Name and Title – please print]

STATE OF _____
COUNTY OF _____

Sworn and subscribed before me this _____ day of _____, 2016 by _____ as the _____ of Public Safety Corporation and who is personally known to me or produced _____ as identification and who did/did not take an oath.

NOTARY SEAL:

Notary Public, State of _____

ATTACHMENT A

Scope of Services

Purpose

The purpose of this Scope of Services is to describe the duties and responsibilities of Public Safety Corporation ("PSC" or "CONTRACTOR"), and the High Point, North Carolina ("High Point" or "CITY").

CONTRACTOR Responsibilities

1. Transition to PSC computer server(s) the City's existing CryWolf® alarm program database containing historical City alarm business, alarm system location, responsible party and other alarm data developed by High Point. CONTRACTOR shall obtain this data directly from High Point and relies on the CITY for the accuracy and completeness of any such historical data;
2. Update alarm business, alarm system location and responsible party information and renew permits and alarm registrations in accordance with the CITY Alarm Ordinance ("Ordinance"). Updated information may be processed by mail, electronically and / or online;
3. Register, renew and bill the registration of alarm systems in accordance with the Ordinance. Registrations and renewals may be processed by mail, telephone, electronically and / or online. Notices related to registration may be sent by email or mail based on the alarm user contact information maintained;
4. Import daily into the CONTRACTOR's CryWolf® alarm billing system, alarm incident data (in formats prescribed by PSC) extracted by the CITY from the CITY's SunGard CAD/911 System;
5. Create and host a dedicated, secure (SSL encrypted) High Point Alarm Program website for CITY citizens and businesses to obtain false alarm reduction educational information, review alarm ordinance and appeal requirements, access and update alarm account information, and pay alarm fees online if preferred. This website may be linked by the CITY to the CITY website if desired;
6. Initialize, maintain, secure and back-up Program databases including alarm business, alarm system location and incident data; alarm-related financial transactions and accounts receivable information. PSC will comply with the provisions of the Alarm Ordinance, and update Program business rules to comply with Alarm Ordinance changes as supported by the PSC Software;
7. Process false alarm incident data, including the matching of false alarm incidents with the alarm system location database maintained by PSC;
8. Bill and correspond with alarm businesses and alarm users in accordance with the Alarm Ordinance provisions. This will include but may not be limited to invoices and delinquent payment notices. A warning notice will be sent to each alarm user on the occasion of the alarm user's first false alarm immediately preceding the first chargeable alarm incident. Warning notices may be sent by mail, email or other electronic method based on the alarm user's accepted contact method(s);

9. Provide CITY alarm users access to online information on false alarm reduction and Ordinance requirements to include an Online Alarm School if required by the Alarm Ordinance.
10. Answer telephone inquiries from CITY alarm users that are placed to a false alarm program toll-free customer service number established by PSC for the CITY;
11. Process fee / penalty payments mailed to and deposited in a nearby CITY-approved bank lockbox and account, and received from other payment channels, e.g. online, as agreed on by PSC and the CITY, and apply these payments to alarm accounts;
12. Support alarm hearings and appeals by notifying the CITY of any such appeals, providing a CITY Alarm Program representative with documentation supporting noticing / billing decisions; and updating the system with the disposition of any hearing results;
13. Provide and maintain computer equipment, software, mailing equipment and furniture at PSC's Program processing facilities;
14. Provide the CITY secure (SSL encrypted), online, on-demand access to alarm management information and reports including, but not limited to, alarm account transaction history, alarm system information, and financial transactions/balances with format and content specified by the CryWolf® Alarm Management System and the designated Bank, and agreed on between the CITY and PSC; and,
15. Perform special collection functions as directed and authorized by the CITY such as retaining a third party collection agency or providing delinquent account information to other CITY agencies. To the extent permitted by local law, third-party collection fees will be added to the delinquent amounts.

PSC is responsible for all costs of carrying out these responsibilities including, but not limited to, the costs of staff, facilities, equipment, consumable supplies and first-class postage. Only bank and credit card fees, postage and other mailing supply costs, third party collection costs (if any), e.g. collection agency fee, and citizen overpayments, if any, will be shared by the parties through payment from gross collections before revenue sharing.

High Point Responsibilities

1. Appointing a CITY Alarm Administrator ("Administrator") and backup administrator who will be the primary points of contact between PSC and the CITY. The Administrator(s) is responsible for overseeing PSC's operation of the False Alarm Management Services Program ("Program") and accessing Program information, as needed, via PSC provided online access;
2. Requesting or supporting PSC's requests of Alarm Companies, as needed, to provide alarm system information;
3. Making any and all decisions about alarm call response, determining whether calls are false alarms, providing any on-scene communication of alarm related information to alarm users, and for entering any alarm related information within the CITY SunGard CAD/911 system;
4. Extracting false alarm call incident data from the SunGard CAD/911 System and transferring this data electronically to PSC (via PSC's FTP site). The data extraction format will be provided

by PSC and PSC will provide the CITY additional software for automating the daily transfer of alarm incident files to PSC;

5. Scheduling, conducting and making appeal decisions for any false alarm hearings;
6. Conducting any general public education programs on false alarms; and,
7. Transferring any and all financial information from the Program generated alarm reports to other High Point financial systems, as needed.

The CITY is responsible for all costs of carrying out the CITY's responsibilities, including, but not limited to the costs of staff, facilities, computer equipment and consumable supplies.

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ATTACHMENT B PAYMENT TERMS

1. Revenue Sharing Percentage

For the provision of all Services and technology outlined in this Contract, CONTRACTOR shall obtain payment exclusively from the revenues CONTRACTOR helps generate. There shall be no upfront systems development, licensing, conversion, equipment, travel, support or other costs. CONTRACTOR shall purchase, configure, install, and customize all systems and processes CONTRACTOR requires to provide the Services described herein. The CONTRACTOR's Revenue Share is 40%.

This Revenue Share is based on the current Alarm Ordinance provisions as of June 30, 2016 and is subject to renegotiation by the CITY with the CONTRACTOR following any material new fee provisions enacted by City Council as part of a subsequent Alarm Ordinance.

The only amounts that shall be paid from the total collected revenue and subtracted from the total collected revenue before the revenue sharing percentages are applied are:

1. Any overpayments by alarm users to be refunded or held for application against future charges, as directed by the CITY;
2. Bank fees charged by the CITY-approved lockbox bank;
3. Mailing supply costs including U.S. Post Office first class rates, paper and envelopes; and,
4. Third-party credit card processing charges, if any.

Any certified mail requirements will be billed separately on a monthly basis and is not subject to the revenue share division.

The revenue share percentage includes all annual license, maintenance and support of PSC's Software.

The revenue share percentage is based on several assumptions over which the CONTRACTOR has little or no control:

- The Ordinance fee and fine schedules remain at levels equal to or greater than at the Contract effective date;
- The CITY adopts a fair, but firm approach to granting appeals. Appeals and CITY waived charges are expected to reduce collections by no more than 5% annually; and
- The CITY actively supports enforcement of the Alarm Ordinance, including support of reasonable measures to collect all amounts due for violations of the Alarm Ordinance.

Revenue Share Payment Process

CITY and CONTRACTOR agree as follows:

1. All false alarm related fee collections from any payment method, including but not limited to bank lockbox and online credit card, shall be deposited, as soon as practical, in a False Alarm Bank Account ("False Alarm Account") to be established at a mutually agreeable Commercial Bank;

- 2 . CITY and CONTRACTOR agree to maintain a positive balance of available funds (“Minimum Balance”) at all times in the False Alarm Account;
- 3 . At the beginning of each month, CONTRACTOR will reconcile the alarm related deposits for the most recent completed month and report the same to CITY. Upon CITY’s approval, CITY and CONTRACTOR shall authorize and cause the issuance of electronic (ACH) transfers to CITY and to CONTRACTOR as follows:
 - a . With regard to the transfer to CONTRACTOR, the amount will be calculated for CONTRACTOR based on the Revenue Share described above. That amount, not to exceed 40% of the revenue collected during the preceding month, shall be transferred to a bank and account authorized by CONTRACTOR; and,
 - b . The remaining balance of the revenue collected during the preceding month of no less than 60%, shall be transferred to a bank and CITY account specified by the CITY .
- 4 . At the termination of this Contract, any remaining balance shall be transferred to CONTRACTOR and to CITY on the same prorata basis, e.g. 40% and 60% respectively.
- 5 . CITY is a North Carolina public entity and all financial obligations extending beyond the current fiscal year are subject to funds being budgeted and appropriated therefore.

Delinquent Account Terms

The parties shall define a mutually agreeable process and methods for collecting amounts due from delinquent accounts. If organizations other than the CITY and CONTRACTOR are retained to collect overdue amounts, the parties agree that the collection costs shall to the extent permitted by State of North Carolina law be added to the delinquent amounts owed by alarm system users or be borne by the parties on a pro-rata basis by deducting the third party collection fees from the gross third party collections before the revenue shares are calculated.

The CITY Payment Upon Early Termination (Per Paragraph 17C)

If, within the initial two (2) years of the effective date, this Contract is terminated by the CITY for convenience under 17A, or is terminated by CONTRACTOR for cause as defined in Paragraph 17B, CONTRACTOR shall be due a one-time Program Termination fee, not to exceed \$24,000.00, to reimburse CONTRACTOR for startup costs. This fee shall be in addition to any other amounts due CONTRACTOR under the Contract. The \$24,000.00 shall be amortized (reduced) on a straight-line basis (\$1,000 per month) over the initial two (2) year period.