Office of the City Manager
City of Greensboro

GREENSBORO

October 21, 2011

IFYI HIGHLIGHTS

- Contact Center Feedback
- Water/Sewer Services Policy
- Greensboro Community Development Fund

TO: Mayor and Members of Council

FROM Rashad M. Young, City Manager

SUBJECT: Items for Your Information

Contact Center Feedback

Attached is the weekly report generated by our Contact Center for the week of October 10, 2011 – October 16, 2011.

Follow-Up from the October 18, 2011 City Council Meeting

City of Greensboro Water & Sewer Services Policy (Outside the Corporate City Limits): As a follow-up to a request by Councilmember Wade, at the October 18, 2011 City Council meeting, attached is the new Water & Sewer Services Policy with PowerPoint that will be presented to members of the City Council at the October 25, 2011, Work Session.

Follow-Up from the April 5, 2011 City Council Work Session

Greensboro Community Development Fund: As a follow-up to a request by Mayor Knight, at the April 5, 2011 City Council Work Session, attached is a memorandum from Economic Development Manager John Shoffner, dated October 21, 2011, regarding the inclusion of the High Point Road area under the $80,000 grant to the Greensboro Community Development Fund.

RMY/dk
Attachments

cc: Office of the City Manager
Global Media Distribution

DRAFT

Public Affairs
Contact Center Weekly Report
Week of 10/10-10/16/11

Contact Center
4690 calls answered this week

Top 5 calls by area

Water Resources	Field Operations	All others
Balance Inquiry– 1137	Bulk Guidelines - 97	Police/Watch Operations – 229
New Signup – 173	HHW/Transfer – 86	Courts/Sheriff - 51
General Info – 132	Holiday Schedule - 77	Police Records - 36
Bill Extension - 110	Repair Can/Garbage - 47	Guilford Metro - 36
Cutoff Requests - 102	Dead Animal Pickup – 38	Opening/Closing - 34

Comments

We received a total of **1** comment this week:

Fire Department – 1 comment:

- Just a sincere condolence on the passing of Captain Will of the Greensboro Fire Department who ran so valiantly trying to raise money for the people he cared about.

Overall

Calls about dead animals increased last week. Callers also wanted to know if the City was closed for Columbus Day. They were happy to find we were open and available to answer their questions. Call volume remained steady through the end of the week.

CITY OF GREENSBORO

REVISED WATER AND SEWER POLICY

October 18, 2011

I. WHY ARE WE DISCUSSING THIS?

1. Termination of the City /County Water and Sewer Line Agreement leaves the City without a policy for extending water and sewer lines outside the corporate limits
2. New annexation laws make city-initiated annexation efforts unpredictable ,difficult, and costly
3. The new 60% protest petition could disqualify a city-initiated annexation effort. If you already have water and sewer, one would probably be inclined to sign the protest petition.
4. Millstream Rd. Subdivisions court ruling makes use of the current Utility and Development Agreement and Annexation Petition less predictable

II. WHAT IS RECOMMENDED?

1. To receive water and/or sewer services a development will be annexed with few exceptions
2. All developments will be required to sign a **revised** Utility and Development Agreement and a Petition for Annexation to receive water and/or sewer services if outside the corporate limits
3. Developments in Growth Tier 1 of the Comprehensive Plan will be annexed as a matter of course in order to receive water and/or sewer services
4. Certain types of developments may receive water and/or sewer services outside of Growth Tier 1 but within the Water and Sewer Service Area (WSSA)
5. Economic development projects may be considered to receive water and/or sewer service inside or outside the Water/Sewer Service Area if approved by City Council

III. OUTSIDE CONCERNS

1. Some may argue new policy limits growth
2. Some may argue that land prices will increase in Growth Tier 1
3. Some may argue water and sewer services should be shared with residents in unincorporated areas and small towns in Guilford County

IV. WHY DOES THIS MAKE SENSE?

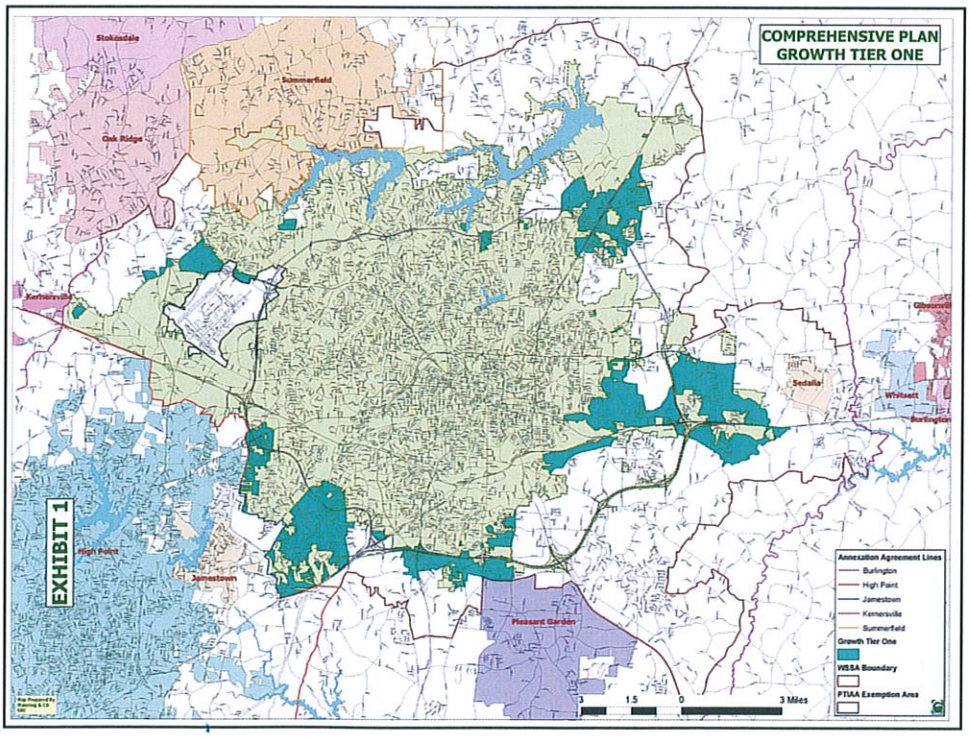
1. Efficient and effective extensions of municipal services
2. Water and sewer services and other infrastructure extended practically
3. Implements and supports key policies of the Comprehensive Plan
4. Insulates City from further lawsuits relative to annexations
5. Clarifies City intent about extending its corporate boundaries and services
6. Accommodates economic development

V. WHY ARE WATER AND SEWER ASSETS?

1. The City of Greensboro's water supply and sewer capacity are limited resources with little opportunity for expanding
2. Reliable water supply and sewer capacity are necessary for urban development
3. The City of Greensboro established a water supply and sewer capacity to ensure public health in an urban environment and to have the ability to grow and maintain its economic vitality
4. As two of the City's greatest assets, water supply and sewer capacity should be used to benefit the **citizens of Greensboro**

VI. HOW DO WE ADDRESS CHANGE?

1. As urban development occurs it creates the need for municipal services to maintain the quality of life
2. Urban development and quality of life attract economic development
3. To meet the demand for municipal services, the City needs the financial ability to provide them
4. Recent changes in annexation statutes and a recent court case raise serious questions about the City's ability to annex areas where water and sewer services have been extended into the unincorporated areas of Guilford County
5. Annexation needs to be predictable in order to properly plan and implement extension of municipal services
6. The City's former ability to decide when to annex urbanized, serviceable areas furnished the vital underpinning for the old City /County Water and Sewer Agreement
7. The City must adjust the water and sewer extension policy to reflect this changing environment



VIII. WATER AND SEWER SERVICE AREA (WSSA)

1. An area the City intends to permit the extension of water and sewer utilities and which it intends to bring into the corporate limits at some future date
2. Applicants for water and sewer services would be required to sign a **revised** Utility and Development Agreement, and Petition for Annexation for projects inside or outside the WSSA
3. City is prepared to annex any development proposed in Growth Tier 1
4. Utility extensions will be allowed outside Growth Tier 1, but in the WSSA only for the following:
    1. Developments that can be annexed immediately
    2. Economic development projects as approved by City Council
    3. Public necessity as determined by City Council
    4. Limited access off existing lines
5. Extension outside the WSSA will be for developments that would promote substantial job generation and approved by City Council

IV. GROWTH TIER 1

1. An area designated in the Comprehensive Plan, where the City desires to grow first due to the practicality of extending municipal services and water and sewer utilities
2. The area where the City is ready to annex to provide City water and/or sewer services
3. The City is prepared to participate financially for over sizing lines and pump stations for any development that can be annexed immediately
4. This area will be revised from time-to-time by amending the comprehensive plan

X. WATER AND SEWER EXTENSION RESERVE (WSER)

1. Monies needed to carry out the provisions of this policy will be funded by WSER
2. Initial funding will be provided through the appropriation of those funds the City receives from the termination of the City and County Water and Sewer Line Agreement
3. Additional monies will need to be appropriated annually by appropriating 25% of revenues for water and sewer services from areas outside the corporate limits

XI. EXTENSIONS FOR ECONOMIC DEVELOPMENT

1. If a project is of significant economic impact, the City Council may decide to participate in the utility construction cost whether inside or outside the WSSA
2. An economic development project is a non-residential project that includes some combination of technology, research, manufacturing, distribution and assembly, office, retail or other similar uses
3. Residential may only be included as part of a mixed-use corporate park

XII. UTILITY AND DEVELOPMENT AGREEMENT AND ANNEXATION PETITIONS

1. All applicants for water and sewer services outside the corporate limits must sign a Utility and Development Agreement, and a Petition for Annexation
2. This petition requests annexation and agrees to develop in accordance with Greensboro's development ordinance and policies
3. Petition revised to address issues related to Millstream Rd. Subdivisions court ruling
4. The petition establishes a three-tier water and sewer rate for: inside the corporate limits, areas under a petition for annexation and areas not under a petition for annexation

City of Greensboro

Policy

Water & Sewer Services

"Outside the Corporate Limits"

October 18, 2011

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I. PREFACE

The Greensboro Water Resources Department was created to provide water and sewer services to the citizens of Greensboro so the citizens could enjoy good public health in an urban environment. Water supply and sewage capacity are limited commodities. Water and sewer lines are the arteries that nourish growth in a community. As such, water and sewer services are two of the City of Greensboro's greatest assets. As with any assets they need to be used wisely and in the best interest of the citizens of Greensboro.

Water and sewer services are intended and necessary for urban development. As urban development occurs, municipal services are necessary to maintain quality of life. These services range from public safety to parks and recreation and libraries. In order to provide and extend these services, the City of Greensboro needs to be able to expand its tax base. This process needs to occur in a routine fashion to allow for proper planning and implementation.

Recent changes in annexation laws and a court decision have raised uncertainties about the City's ability to annex and therefore be financially able to provide needed municipal services. Because of these events, it is prudent for the City of Greensboro to reconsider its annexation practices and its policy for extending water and sewer to unincorporated areas. In reviewing these matters, the City should also consider their impact on other City policies such as the Comprehensive Plan.

It is the intent of the City to continue to expand existing water and sewer facilities into certain areas presently lying outside the corporate limits of the City in order to adequately and efficiently provide water and sewer services in the Water and Sewer Service Area (WSSA), as defined on the attached map (Exhibit 1) and established by this policy, to the end that a healthy, orderly and coordinated system of continued growth and development will be attained in a manner most conducive to the public health and general welfare. Further, said extensions of public utilities are to be provided in a rational manner in order to ensure efficient and effective delivery of city services. To accomplish this, the City will recognize Growth Tier I of the Comprehensive Plan where it is able to extend all city services along with water and sewer services in the WSSA. It is the City's primary intent to extend water and sewer services only to those areas that can be immediately annexed, with those exceptions noted in Section I.B.

The following policy and procedures are to be followed in the extension of water and sewer into areas outside the corporate limits of Greensboro into Growth Tier I and the WSSA as delineated on the Water and Sewer Service Area Map maintained by the Water Resources Department and the Planning and Community Development Department.

A. By this policy the City does designate a Water and Sewer Service Area (WSSA) outside the existing corporate limits of the City of Greensboro in which it shall concentrate its future annexations and its effort in reasonably permitting and providing water and sewer extensions. The Water and Sewer Service Area shall be effective (insert date). The WSSA map and Growth Tier 1, as amended from time to time by the City Council, are incorporated by reference into this policy.

B. All applicants for water and/or sewer service to properties wholly or partly outside the Greensboro corporate limits shall sign a Utility and Development Agreement and Petition for Annexation to receive the City's utility services. This document is a part of this policy as found in Exhibit 2. Acreage fees (or proof of prior payment) as well as a recording fee shall accompany this signed document. All applicants whose property lies within Growth Tier 1 will be annexed into the City. Water and/or sewer service may be permitted or provided outside Growth Tier I but within the WSSA for properties in the following categories:

1. Economic development projects
2. Extensions determined by City Council to address a significant public necessity
3. Properties that can be annexed immediately
4. Properties adjacent to existing utility lines

C. Water and sewer installations shall not be considered for extensions beyond the WSSA except to promote substantial job generation as per Section III.C of this policy.

D. Monies needed to carry out the provisions of this policy will be funded from a Water and Sewer Extension Reserve (WSER). This reserve will initially be funded by the City through the appropriation of those funds the City received from the termination of the City and County Water and Sewer Line Agreement. Additional monies will be provided annually by appropriating 25% of revenues collected from water and sewer users outside the corporate limits. All funds received under this policy from City frontage and City acreage charges shall be deposited into this reserve. Monies received in said reserve and interest earned shall be held in trust and applied to the payment of the costs of design and construction of public water and sewer installations, including necessary right-of-ways and all other costs incidental to such construction, within the WSSA or as otherwise approved under contract with the City.

E. The City will use these monies in the WSER for water and sewer improvements in the WSSA related to annexations, over sizing, upsizing, utility system improvements, sewer basin development and economic development projects.

F. The City Council shall authorize the extension of water and sewer lines in accordance with this policy before any commitment for water and sewer lines to other persons or entities shall be made. This shall be accomplished in the manner set forth in Section III.D, E, and F of this policy.

G. Included in the Water and Sewer Service Area is Growth Tier I based upon the City's ability to provide all city services in addition to water and sewer services. Water and sewer extension projects in the WSSA will be eligible to receive financial participation as stated in this policy from the City depending upon the priority of the project and the availability of funds. All projects will be designed in accordance with generally acceptable engineering standards and in the best interest of the utility as determined by the City of Greensboro's Water Resources Department.

H. Potential eligibility for City participation will be determined as follows:

Annexable Developments - Projects are eligible for assistance from the City for over sizing of lines and pump stations beyond what is required to serve the needs of the project. The City may participate up to 100% for required increases to pump station capacity, to feeder mains sizes and/or outfall sizes.

Economic Development Projects – Projects will be eligible for assistance per Section III.C of this policy.

Projects outside the WSSA - In general, use of funds from the WSER will be limited to improvements inside the WSSA. However, the City Council may decide to participate in a water and sewer extension to promote substantial job generation developments as per Section III.B of this policy.

II. DEFINITIONS

A. Collection or Branch Sewer: A gravity sewer line generally installed within a street right-of-way, which serves the property through which it is laid and usually could serve the property beyond. A frontage fee is directly chargeable to the property contiguous to the line. The minimum diameter for a public sewer main is 8 inches.

B. Feeder Main: A distribution main intended to convey bulk water from one portion of the system to another. Mains with diameters larger than 16 inches are feeder mains. In most cases connections are not allowed. Where a connection is allowed, a frontage fee applies.

C. Force Main: A pressurized line which transmits sewage from a pumping station to a receiving point in the collection system. Connections to force mains are not permitted.

D. Growth Tier I: This area is identified in the Comprehensive Plan and is designated as an area that the City will annex and provide City services to, when water and sewer services are extended.

E. Interceptor Sewer: An outfall sewer main intended to serve an area ranging in size from several hundred acres to several square miles and typically routed along well defined streamlines. Outfall sewer lines greater than 24 inches in diameter are considered interceptors.

F. Outfall: A gravity sewer line, installed outside of a street right-of-way in order to serve a particular property as well as to serve property upstream. In limited cases where a connection is allowed, a frontage fee applies.

G. Service Lateral: The stub or "T" installed on the main sewer line in the street or other right-of-way to the property line. The Service Lateral allows a plumber to connect the utility to the building to be served.

H. Sewer Lift Station (Pumping Station): A structure containing pumps designed to collect sewer and transfer via pressurized force main to a portion of the collection system that ultimately leads to the water reclamation facility.

I. Water and Sewer Service Area (WSSA): An area to which the City intends to extend water and sewer utilities and which it intends to bring into the corporate limits at some future date.

J. Water Distribution Main: A water line installed in the street right-of-way which serves the adjacent properties. A frontage fee is directly chargeable to the property contiguous to the line. This main has the potential to be extended to serve other properties lying beyond the immediate project area. The minimum diameter for a public water main is 8 inches.

III. WATER AND SEWER EXTENSIONS AND CONNECTIONS

Water and sewer are critical to orderly development and provide sustainable density and commercial/industrial opportunities. These extensions can be contracted for and funded for providing service to annexed areas, for purposes of serving public facilities, for economic development projects, for the purposes of upgrading City water and sewer systems, and for addressing public necessity.

A. When an application for a connection is submitted to the Greensboro Water Resources Department, the property owner will be required to pay the following fees or provide proof of prior payment to the City in full, based on the current rates at the time application is made, before a connection can be made:

1. Water and/or Sewer Frontage Fees
2. Water and/or Sewer Acreage Fees
3. Water and/or Sewer Lateral Fee
4. Water and/or Sewer Capacity Use Fees
5. Water Meter Fee
6. Recording Fee

B. Any citizen, company, corporation, government entity, etc. may request permission to extend, at its own expense, services to its property, facility, development, etc. within the identified WSSA as per this policy.

1. The applicant shall first contact the Planning and Community Development Department (PCDD) to determine whether or not this policy requires annexation in conjunction with obtaining water and/or sewer service. PCDD will contact the Water Resources Department to determine the proximity of existing services to the applicant's existing or proposed facility site.

2. The Water Resources Department shall assist the applicant's private engineer in determining the feasibility of such an extension by preparation of a feasibility study

3. The privately financed extension may require upgrades to the City's existing water and sewer system by way of upgrading of existing receiving sewers, upgrading waterlines, installation of off-site improvements to create loops in the distribution system, etc. for which the developer is responsible for bearing the full costs.

4. The City shall confirm the applicant's particular requirements in regard to proposed system component capacities.

5. If the determination is that the applicant's proposed extension does not lend itself to be a public system at the outset, then, with City approval, the owner may install the system to City specifications and pay City acreage fees as per standard policy. At the option of the City, the system will become the property of the City upon completion or at a later time. Front footage fees would be satisfied by cost of construction.

6. If the determination is that the applicant's proposed extension would lend itself to be a part of the public system if oversized beyond the owner's needs, then, with City approval, the owner shall install the oversized system to City specifications and requirements. Upon completion, the City shall reimburse to the owner the proportionate cost of the over sizing in accordance with this policy. Also upon completion, the system shall become the property of the City. City acreage fees shall be paid by the owner as per standard policy. Front footage fees would be satisfied by the owner's share of the construction cost.

   a) Minimum pipe diameter for both water and sewer lines shall be eight inches (8") unless otherwise specifically approved by the City. If the requirement by Water Resources is that the water or sewer lines must be sized larger than eight inches (8") to provide service to the area and not just the applicant's development (which could require larger for its exclusive need), then the City may participate in the costs associated with the over sized line(s) (the difference between the minimum needed to serve the development and the City required diameter) contingent upon availability of funds and City Council approval. Participation levels shall be based on contractual agreement in accordance with this policy.

b) *If the requirement by Water Resources dictates the installation of water feeder mains (>16") or sewer interceptors (>24"), then the City may participate in the costs associated with these major lines, contingent upon availability of funds and City Council approval. Participation levels shall be as defined in a contractual agreement in accordance with this policy.*

7. It shall be the developer's responsibility to request, through the City, over sizing participation for line size installation requirements in excess of the size requirements needed for the particular development. Over sizing reimbursement is intended to compensate the developer for increases in line sizes and not extra length of water and/or sewer mains required for looping or proper sewer alignments. Determination of over sizing participation amounts shall be as follows:

   a) *The developer shall submit to the City three engineer-certified estimates of the proposed utility extensions priced two ways. The first estimate shall be priced to reflect the cost of installing the oversized utilities and the second estimate shall reflect the cost of installing the utility extensions sized according to the development's needs only, subject to the minimum size criteria established by Water Resources.*

   b) *The City will review the estimates and offer a reimbursement amount based on the over sizing cost premium as per this policy*

   c) *Sanitary sewer pump station reimbursement shall be on a percentage participation basis based on the size of station built compared to the size of station necessary to serve the development itself. This difference in cost will be reimbursed by the City as determined by the development's percentage of design flow of the basin that flows to the station. For example, a station built to provide 1000 gallons per minute full capacity but only 500 of which is for the specific development would have a base reimbursement participation of 50%.*

   d) *The ability to participate in reimbursement is dependent upon available funding and Council approval.*

   e) *The lack of available funding will, in no way, reduce the developer's obligation to install the required lines sizes and alignments, which shall be a condition of service availability.*

   f) *Specific public bidding and procurement procedures are associated with the use of public funds and must be coordinated with the City.*

8. Upon the determinations referred to above the Water Resources Department shall present the matter to the City Council for its consideration.

9. Water extensions having the capability to be further extended beyond the applicant's property must be constructed along the entire street frontage of the property. Sewer extensions shall be extended to the uppermost portion of the property, following the natural terrain of the property, in order to allow upstream properties to access the installed sewers. These extensions to the terminus of the property are required as a condition of service.

C. Requests for Extensions for Economic Development

1. Depending on the availability of funds, economic development projects located within or outside the Water and Sewer Service Area boundary may be eligible for participation towards costs relating to the construction of water and sewer infrastructure. The City Council may decide to extend water and sewer utilities and participate in the construction cost if it is determined that a project is of significant economic benefit. Participation will be in accordance with a contractual agreement between the City and the developer that covers the explicit details of the portion of the project that receives public funds. These economic development funds could be in addition to or in lieu of over sizing water and sewer funds.

2. A company or corporation may request permission to extend services to its property, facility, development, etc. that is being developed as an economic development project.

3. The applicant should first contact the Assistant City Manager for Economic Development to determine the proximity of existing services to the subject property and/or development.

4. The City shall confirm the applicant's particular requirements in regard to water and sewer. If the development meets established economic development guidelines and criteria, the City may financially participate with WSER funds in the construction of the water and sewer utilities to the property line of the development. Other applicable laws, including N.C. G.S. 158-7.1, shall be followed.

5. The City Council may decide to participate in water and sewer extensions to address an economic development project as defined in the paragraph below anywhere inside or outside the WSSA. If a development meets established economic development policy and sufficient funds are available, the City may contribute funds for the construction of the water and sewer utilities to the property line of the development for an economic development project. The City Council may decide to contribute based upon the project's ratio of economic development impact to public investment.

An economic development project is a non-residential project that includes technology research and development, manufacturing, distribution and assembly, office, retail or other similar uses. If an economic development project includes residential, it must be in the form of a mixed use corporate park, with other supportive uses such as retail, hotel, and restaurant, and be permitted as part of a submitted or amended master plan for a mixed use development.

D. Annexation Petitions

1. In order to receive the benefits of this policy, properties must sign a Utility and Development Agreement and Petition for Annexation. All new development projects will be required to meet the ordinances, regulations and policies of the City for development. Properties owned by the Piedmont Triad Airport Authority (PTAA) or by Federal or State government and lying within the Airport Exemption Area are eligible for water and sewer service without having to sign such a document.

2. Developments located on property outside the Piedmont Triad Airport Exemption Area will be required to sign a Utility and Development Agreement and Petition for Annexation in order to secure City water and sewer service regardless of ownership by Piedmont Triad Airport Authority (PTAA) or previous annexation, de-annexation history. A Utility and Development Agreement and Petition for Annexation will not be required of developments located on a given property within the Airport Exemption Area and owned by PTAA; however, it will be required of developments located within the Airport Exemption Area and not owned by PTAA.

E. Properties to be Served but not to be Annexed Immediately

Properties outside Growth Tier I will not likely be annexed immediately. The provision of all water and/or sewer to such properties shall be in accordance with the following:

1. Development Review - The Guilford County Development Ordinance shall govern with respect to zoning, as provided by law. It is understood that each user of water and/or sewer service outside the corporate limits will be required to sign a Utility and Development Agreement and Petition for Annexation. Failure of the applicant to agree to meet the specified requirements on both development plans and construction of projects could result in the City denying water and sewer service to that development.

2. Developers will submit plans to City of Greensboro Development Services Division departments to receive approval in the areas designated in Section III.E.3 below.

3. It is understood that each property owner connecting to water and /or sewer lines outside the corporate limits of Greensboro will be required to execute a Utility and Development Agreement and Petition for Annexation. In this agreement the applicant for water and/or sewer agrees to be annexed at the City's discretion and not to request to be annexed by another municipal corporation and to develop under the provisions of Greensboro's comprehensive plan and land development ordinances and regulations.

4. Along with the petition for voluntary annexation, the petitioner shall be required to submit to the City Planning and Community Development Department water and sewer acreage fees on the full acreage being requested for voluntary annexation. These fees are a pre-requisite of voluntary annexation. The City shall deposit these fees in the WSER.

F. Properties Adjacent to Existing Lines but not Annexable

Unincorporated properties existing as of January 1, 2011 that are adjacent to existing utility lines but presently not annexable will be allowed to connect to lines under either of the following conditions:

1. Property is adjacent to existing utility line and does not require a water service connection greater than 1 inch or a sewer lateral greater than 4 inches.

2. Property receiving utility service prior to January 1, 2011 and needs to relocate, add or enlarge a connection under the zoning in place as of January 1, 2011.

IV. RULES FOR DETERMINING LINEAR FOOTAGE

A. In general, the frontage abutting on the installed water and sewer lines will be the basis for linear footage charges. These charges are equal to the current assessment rates for City extensions in effect at the time of connection.

B. A front footage charge will be applied which would equal the assessment charge had the line been installed under an assessment procedure.

C. An owner on a cul-de-sac turnaround will be charged for the ARC distance along the turnaround right-of-way line.

D. An owner will be charged for the full length of frontage even though the sewer or water line abuts only part of the distance alongside his property provided the owner can be served by the water or sewer line.

E. Outfall lines or main trunk lines running cross-country on undeveloped property and not abutting a street will be charged an abutting linear footage charge when service is provided (based on road frontage).

F. In cases where a line runs along a street which abuts the City corporate limits, the property lying within the City corporate limits shall be assessed at the regular rates under normal City procedure. The acreage charge is not applicable to property already inside the City.

G. A through lot abutting front and rear streets in which service is provided, but not on a corner, shall pay the full front footage charge on both streets. In instances where such a lot is utilized as single-family residential, the footage charge on the line not being utilized may be held in abeyance.

H. A property owner has to pay the footage charge for each side of a line when the street, road or highway bisects his property.

I. Corner Lot Exemption - A corner lot is any lot abutting two streets at their intersection. Front footage fees will be reduced by up to the following:

1. Residential - up to 150 feet on the side street.
2. Business - up to 100 feet on the side street.
3. Industrial - up to 100 feet on the side street.

J. If services are desired for a single family residence, on a tract with five (5) acres or more and a frontage over 150 feet, a linear frontage footage charge shall apply for 150 feet. The remainder of linear frontage shall be held in abeyance until the owner makes application for a second connection or subdivides, at which time the remaining linear frontage charge becomes due in full.

K. Front footage charge fees shall not be levied on County Community Development projects pursuant to regulations promulgated by the United States Department of Housing and Urban Development.

L. If the frontage abutting the installed water and sewer lines is inside the city limits, there is no frontage charge. If the abutting frontage is outside the city limits, the charge applies.

V. RULES FOR APPLYING ACREAGE CHARGES

A. In general, the charge will be applied to the entire contiguous acreage one person or firm owns either directly or indirectly. The acreage charge is not applicable to property already within the city limits.

B. Generally, the same acreage as the County is taxing will be used as the acreage to determine acreage charges, unless a survey of the entire property showing a lesser acreage is presented to the City Water Resources Department.

C. If service is desired for a single family residence on a tract of five (5) acres or more, an acreage charge for one (1) acre will apply for service to that dwelling unit. The balance of the property will be exempt from the acreage charges until service is desired for that property. Exclusions for acreage charges cannot be made for portions of land to be dedicated or sold for future street or highway right-of-way.

D. Portions of property which are not suitable for building sites, such as a pond, creek or lake, will be included in the acreage for which a charge will be made.

E. All land lying within a publicly dedicated street right-of-way is exempt from acreage charges.

F. If, due to severe topographical factors, all or a portion of a tract developed or to be developed for residential use cannot be served by gravity sewer lines, the Water Resources Director can exempt said portion. The Water Resources Department shall calculate the area contained within said portion. This section does not apply to required open space areas, recreation areas, parking areas, flood plains, etc.

G. Where service is desired for public Parks and Recreation property, an acreage charge will be levied. The acreage charge shall be computed based on a minimum of one (1) acre charge for each building being served.

H. Acreage fees shall not be levied on County Community Development projects pursuant to regulations promulgated by the United States Department of Housing and Urban Development.

VI. WELL AND SEPTIC IMPACT PROCEDURES

A. Installation of sewer lines within 25 feet of existing wells, sewer lines other than ductile iron within 100 feet of existing wells or sewer manholes within 100 feet of existing wells will require the wells to be abandoned.

B. All existing wells, along with the 25 foot and 100 foot impact zones, must be identified on construction plans for both public and private extensions.

C. The Engineer shall make every attempt to avoid impacting existing wells and septic fields in the design of the extension. Unless they are being abandoned, septic field impacts must be analyzed on a case specific basis.

D. If an impact is unavoidable, the entity making the extension shall be responsible for all costs associated with the well/septic abandonment in accordance with Guilford County Health Department requirements as well as providing for a new well/septic or connection to the public system. Costs include, but may not be limited to capacity use fees, frontage fees, acreage fees, permit fees, plumber fees, meter fees, and well abandonment fees.

E. Prior to private plan approval, proof must be submitted to Water Resources that arrangements have been made with owners of affected wells/septic systems for their abandonment as well as Guilford County Health Department approval. If well/septic conflicts are discovered after approval, the abandonment must be resolved prior to project acceptance.

VII. POLICY GUIDELINES

A. Negotiations and discussions involving water and sewer services will be conducted with appropriate City staff.

B. When service for an area is desired, organization and contact of other interested property owners will be by the property owners desiring service.

C. Estimates of cost for water and/or sewer service for an individual parcel of property should be given only after carefully consulting the "Rules for Applying Acreage Charges" and "Rules for Determining Linear Footage" above. Any changes of the routing of the line, however slight, could change the linear footage charges. The final footage charges are determined after completion of installation.

D. Water and sewer service projects are only authorized by the City Council.

E. The property owner is entirely responsible for the installation of water and sewer service lines that connect to the water/sewer laterals at the property line and extend across his property to connect to the structure(s) being served.

F. If the developer installs interior sewer collection lines and/or water distribution mains throughout a subdivision, the installation is made in lieu of frontage assessments or frontage charges,

G. In cases where a property owner requests lateral service from an existing outfall, collector or distribution main and that requires installation of manholes and/or the possible crossing of property owned by other parties:

1. The owner is responsible for the installation of this lateral (as in item E, above) including negotiating and paying for rights-of-way across the other party's (parties') property(s). This legal right–of-way must be recorded prior to lateral installation.

2. The owner installing the line will be responsible for paying the frontage and acreage fees for his property. If the line is deemed a main line with manholes and can serve more than one property, then the installation of the line is made in lieu of payment of frontage charges.

3. When and if the owner(s) of the crossed property desires service from this lateral, he will be required to pay acreage and frontage charges.

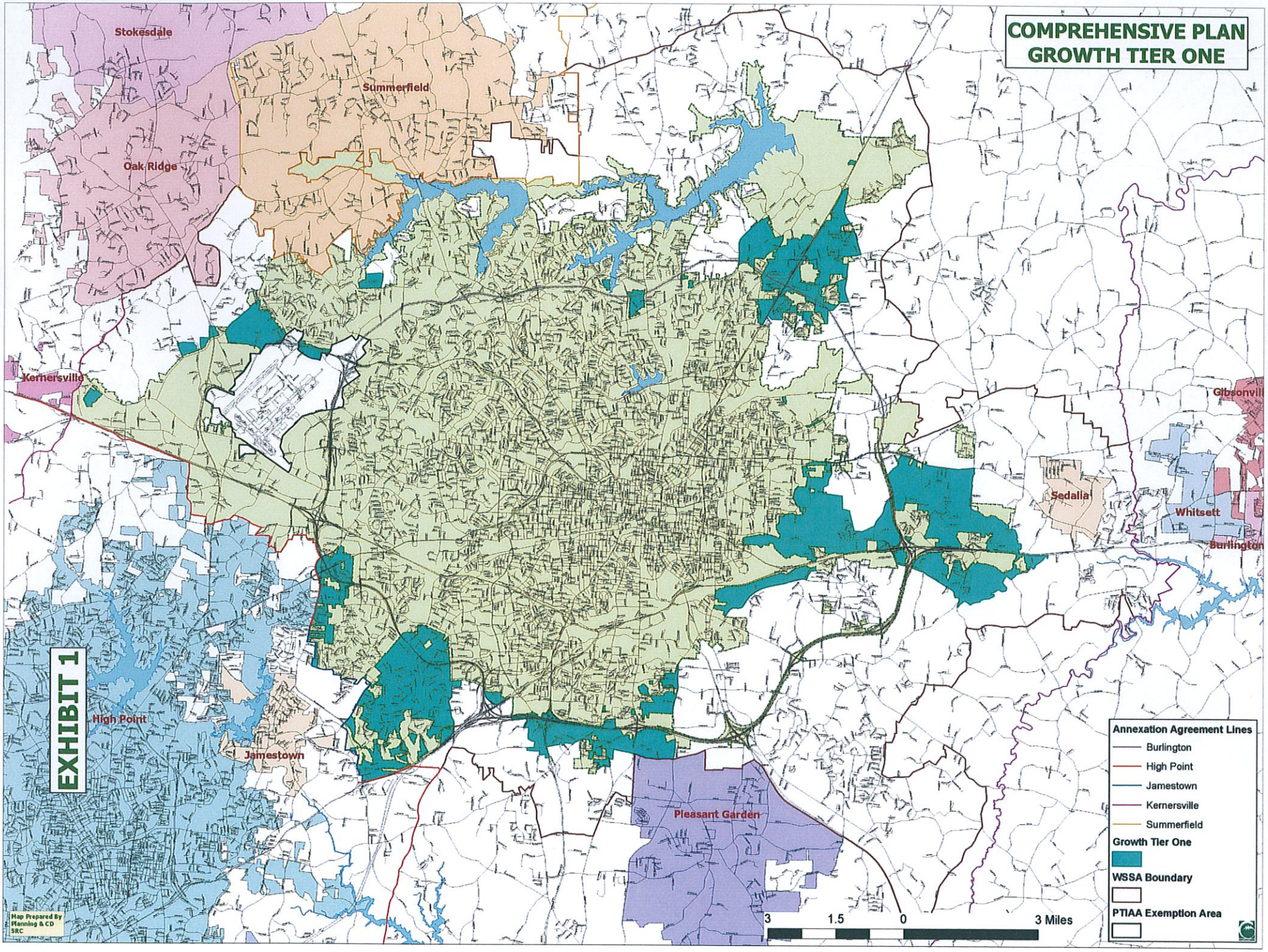
COMPREHENSIVE PLAN
GROWTH TIER ONE
EXHIBIT 1
Stokesdale
Summerfield
Oak Ridge
Kernersville
Gibsonville
Sedalia
Whitsett
Burlington
High Point
Jamestown
Pleasant Garden
Annexation Agreement Lines
Burlington
High Point
Jamestown
Kernersville
Summerfield
Growth Tier One
WSSA Boundary
PTIAA Exemption Area
3
1.5
0
3 Miles
Map Prepared By
Planning & CD
SRC

EXHIBIT 2

NORTH CAROLINA
GUILFORD COUNTY

CITY PICK-UP

UTILITY AND DEVELOPMENT AGREEMENT
and PETITION FOR ANNEXATION

THIS AGREEMENT is made and entered into this the _____ day of _____ 20___, by the undersigned property Owner(s), hereinafter called the "Owner(s)" and the City of Greensboro, a North Carolina municipal corporation, hereinafter called the "City";

The Owner(s) names and addresses are:
(Both husband and wife must be listed below and sign this Agreement, if applicable.)

Full Name _____

_____

Complete Mailing Address _____

_____

Please mark the service, or services, to which this Agreement applies:

☐ Water ☐ Sewer

WITNESSETH:

WHEREAS, the Owner(s) desire and have requested the City to furnish public water and/or sanitary sewer to their property located in Guilford County, and described as follows:

Guilford County Parcel Number(s)_____

Deed Book No._____, Page No._____

Street or Road Address:_____

_____

Subdivision Name _____

Subdivision Plat Book No. _____, Page No._____

Subdivision Section _____, Block _____, and Lot _____

The property is more particularly described in the metes and bounds description attached hereto as Exhibit "A", which description is incorporated herein by reference. The above described property is referred to herein as "the Property"; and

Whereas, it is the policy of the City of Greensboro to restrict the extension of water and/or sewer utility services to property located within the corporate limits of the City; and

Whereas, the City has agreed to furnish the described public services, which shall include conveyance of interests in land between the parties as described herein, including the reservation of interests in land, temporary construction easements and performance of such land disturbing activity upon the real property of the City in such locations as may be required to effect the connection of the utilities installed upon the real property described herein with the existing utility infrastructure of the City; and

Whereas, the City desires to enlarge the boundaries of its corporate limits to include the Property of the Owner(s) described herein; and

Whereas, the City has also requested certain promises and return consideration from the Owner(s), and the Owner(s) desire to give the same in exchange for the described public services and benefits of annexation; and

Whereas, in return consideration for furnishing the said utilities within the Property, the Owner(s) have agreed to annexation of the Property to be included within the corporate limits of the City by Petition to the City Council of the City of Greensboro for Voluntary Annexation into the corporate limits of the City, pursuant to N.C.G.S. § 160A-31 (contiguous property) or N.C.G.S. § 160A-58.1 (Satellite Annexation), whichever is applicable; and

Whereas, by execution of this Agreement the City reserves unto itself such perpetual easements for ingress, egress, regress, maintenance, repair and installation of utilities which are required by the terms of City ordinances and reasonably necessary to access and operate said utilities from the boundaries of the Property or any sub-parcels thereof in the event said Property shall be later subdivided, and as shown on such map or plat as may hereafter be recorded, but in no event shall said easements extend inward into the Property or any sub-parcel thereof past any water meter or cleanout standpipe installed in said utilities; and

Whereas, the Owner(s) have further agreed to join in, execute and deliver any additional written documentation which may be necessary to convey, constitute or otherwise further evidence the easements and rights hereby reserved and expressly transferred to the City, provided that the preparation and recording of said documents shall be made at the City's sole expense; and

Whereas, the Owner(s) have further agreed that after all or any part of the Property described herein is developed, that the Owner(s) shall convey to the City as required by City ordinances, regulations and approvals such open space, drainage ways, and rights of way within the Property as determined by the City, and that the Owner(s) shall deliver to the City such deeds or other documents of conveyance as may be required to effect such conveyances; and

Whereas, in return consideration for the petition to annex, prior to the annexation of the Property the Owner(s) shall receive a rate for utilities as determined by the Greensboro City Council which is reduced from the rate charged to properties outside the city without a Utility and Development Agreement with the City, and this rate is offered solely in exchange for the Owner's irrevocable promise of future annexation of the Property; and

Whereas, in further return consideration for the petition to annex, the City shall convey to the Owner(s) such easements as described herein which are necessary for the connection of the Owner(s) utilities to City utility infrastructure;

NOW THEREFORE, for and in consideration of the exchange of annexation of the Owner(s) real property to the corporate boundaries of the City of Greensboro in return consideration for the availability of public water or sanitary sewer, or both, provided by the City, and the mutual exchanges of rights and interests in the real property affected by this Agreement, in addition to such terms as are required by law and the covenants and conditions contained herein, the Parties agree as follows:

1. The undersigned Owner(s) are all of the Owner(s) of the Property.

2. On the date of this Agreement, We, the undersigned Owner(s) of the described real property described in Exhibit "A" to this Agreement respectfully request and voluntarily Petition the City Council of the City of Greensboro for voluntary annexation into the corporate limits of the City of Greensboro pursuant to N.C.G.S. § 160A-31 (provisions for contiguous property) or N.C.G.S. § 160A-58.1 (provisions for Satellite Annexation), whichever may apply.

   The area to be annexed is (contiguous/noncontiguous) to the City of Greensboro and the boundaries of such territory are contained in the description attached to this Agreement.

3. The Owner(s) understand that the Property may, or may not, qualify for immediate annexation. It is understood by the Owner(s) that to qualify for noncontiguous annexation, the Property must be within three miles of the primary corporate city limits of the City of Greensboro and none of the Property may lie closer to the primary corporate limits of another municipality than to the primary corporate limits of the City of Greensboro, unless an act adopted by the N.C. General Assembly has made this provision inapplicable.

4. If the described property does not currently qualify for annexation, or if it currently qualifies and for some reason ceases to qualify for annexation, the Owner(s) expressly covenant, stipulate and agree that this petition shall be considered continuing in nature for all the Property until such time as it duly qualifies and is annexed by the City. It is understood and agreed that the Petition for Annexation shall not be withdrawn at any time pending the necessary annexation procedures. The Owner(s) also hereby agree that they will not withdraw this petition, oppose, file a protest petition, or support opposition to an annexation procedure instituted by the City which procedure includes any or all of the Property.

5. The Owner(s) further understand, stipulate and agree that, immediately upon the commencement of any work by any party to install the utilities or any other benefits or services to be conferred by the City on the Property as called for in this Agreement, this Agreement shall become irrevocable and no opposition or support for opposition to the Annexation Petition herein shall be given any force or effect to prevent, avoid or nullify the annexation of the Property, whether such opposition is made by the Owner(s) or the heirs, assigns, transferees, successors in interest and/or subsequent purchasers of the Owner(s).

6. Attached is (a) payment or (b) proof of payment (circle one) to the City of an acreage fee for water and sewer service and recording fees for this Agreement and easements conveyed. Following annexation, the Property shall receive the same status regarding charges and rates as any other property presently located inside the corporate limits of the City of Greensboro.

7. The undersigned hereby declares that, at the time of the filing of this Agreement, zoning vested rights have (___) have not (___)(check one) been established on this property pursuant to G.S. § 160A-385.1 or G.S. § 153A-344.1. (These vested rights exist only if a Site Specific Development Plan has been approved following a public hearing.)

8. If the Owner(s) herein are undertaking or will undertake further development of the Property, then the Owner(s) shall develop the property under the provisions of Greensboro's comprehensive plan and land development ordinances and regulations. The Owner(s) agree that prior to filing a development review request with Guilford County, the City shall review such proposal for conformance with the City's adopted comprehensive plan and land development ordinances and regulations. The Owner(s) further agree that the easements and restrictions contained within this Agreement shall be incorporated into the legal description of the Property, including any and all sub-parcels thereof if the Property is later subdivided, and that said easements and restrictions shall appear as a matter of record in all deeds or documents evidencing conveyance of any interest in the Property which may be recorded after this Agreement.

9. The City shall perform or permit to be performed such land disturbing activities upon its real property as necessary to connect the utilities installed upon the Property to the existing utility infrastructure owned by the City. The City hereby conveys to the Owner(s) a temporary construction easement to conform to the terms described herein. The metes and bounds of said temporary construction easement shall be and conform to the dimensions of ten feet to each side of the utility line or pipe installed on or within City property, said ten feet to be measured from the center of such line or pipe and extending the length of such line or pipe at the point and place of its entry onto or into City property to the point and place said line or pipe shall be connected to utility infrastructure owned by the City. The easement conveyed herein shall terminate immediately and automatically upon the completion of the work required to connect to City utilities and restore the lands disturbed to a normal condition. If the Owner(s) request a separate written easement from the City, it shall be the responsibility of the Owner(s) to pay all costs and fees required to prepare and record said easement in the Guilford County Registry.

10. The City shall charge the Owner(s) the rate determined by the City Council for properties outside the corporate boundaries of Greensboro with a Utility and Development Agreement with the City until such time as the Property shall be annexed into the City.

11. The City hereby reserves unto itself such perpetual easements for ingress, egress, regress, maintenance, repair and installation of utilities which are required by the terms of City ordinances and reasonably necessary to access and operate said utilities from the boundaries of the Property or any sub-parcels thereof in the event said Property shall be later subdivided, and as shown on such map or plat as may hereafter be recorded, but in no event shall said easements extend inward into the Property or any sub-parcel thereof past any water meter or cleanout standpipe installed in said utilities, and the Owner(s) hereby acknowledge and convey to City the reservation of interest in land provided herein. The Owner(s) further agree to join in, execute and deliver any additional written documentation which may be necessary to convey, constitute or otherwise further evidence the easements and rights hereby reserved and expressly transferred to the City, provided that the preparation and recording of said documents shall be made at the City's sole expense. The said additional written documentation to which this agreement refers shall mean and refer any one or more of the following: a final plat or map of this property or deeds or other documents of conveyance as may be required to effect the terms of this Agreement.

12. The City will furnish the described public utility services to the Property, subject to its right of termination as stated herein, and the Property shall be annexed into the City either immediately or when statutory conditions for annexation are met as determined by the City in its sole discretion. Prior to the annexation of the Property, the Owner(s) shall be charged a rate determined by the City Council for properties outside the corporate boundaries of Greensboro with a Utility and Development Agreement with the City, and this rate is solely in exchange for the Owner(s) irrevocable promise of the future annexation of the Property. In the event the Owner(s) shall violate the terms of this Agreement by impairing, delaying, hindering or contesting the annexation of the Property, then the City may, at its sole option, charge the Owner(s) a rate determined by the City Council for properties outside the corporate boundaries of Greensboro without a Utility and Development Agreement, and said rate shall be retro-active to all charges for utility services provided by the City accrued from the date on which this Agreement was entered; or the City may disconnect service to the Property, at its sole option.

13. The Owner(s) further agree that they will not seek to have the Property annexed by another city, town, village, or municipality without prior written permission of the City and that such a Petition, whether made prior to or after the signing of this Agreement, will be considered a breach of this Agreement. Upon annexation of the Property, or any part thereof, into a city, town, village, or other municipal body which does not have a current water and sewer agreement with the City of Greensboro, water and sewer service will be terminated to the Property until such time as a bilateral municipal agreement becomes effective.

14. Upon any breach of the terms of this Agreement, whether by voluntary annexation or voluntarily petitioning for annexation into another city, town, village, or municipality, or being annexed into a municipal body which has no water and sewer services provided hereby to all, or part, of the property described above, the City's water and sewer services may be terminated in the sole discretion of the City and the Owner(s), successors in interest, tenants, lessees, or licensees of the property shall have no claim for damages, or other relief, as a result of such termination. If the City elects to continue to provide services to the Owner(s), the Owner(s) shall thereafter pay to the City for utility services the rate determined by the City Council for properties outside the corporate boundaries of Greensboro without a Utility and Development Agreement. As liquidated damages for the breach of this Agreement, the rate shall also be made retro-active to the date on which this Agreement was first entered.

The agreements, covenants, obligations and conditions contained herein attach to, and run with, all of the Property, including any and all parcels thereof upon subdivision by the Owner(s) or the heirs, assigns, transferees, successors in interest and subsequent purchasers of the Owner(s). This Agreement is binding upon the heirs, assigns, transferees, successors in interest and subsequent purchasers of the Owner(s) and shall, upon execution, be recorded in the Office of the Register of Deeds of Guilford Country, North Carolina, same being due notice to all subsequent purchasers or any party receiving a conveyance of all or part of any interest in any lands situated within the boundaries of the Property . The Owner(s) hereby warrant that they are the sole Owner(s) of the Property with all rights, title and interest thereto, and have the right to enter into this Agreement and to make the representations given herein.

The term "Owner(s)" herein shall include said party or parties, their heirs, successors in interest, transferees, assigns and subsequent purchasers of all Owner(s) without regard to reference in singular or plural form whether noun or pronoun, or to masculine, feminine or neuter gender terms.

If, after the date hereof, any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future law, the remaining provisions of this agreement shall be fully enforceable.

Signed and sealed the day and year first above written.

CORPORATION

By: _____(Seal)

Title:_____

(Corporate Seal)

ATTEST: _____
Secretary

LIMITED LIABILITY COMPANY

By: _____(Seal)

Title:_____

ATTEST: _____

PARTNERSHIP

By: _____(Seal)

Title:_____

(Must be a general partner)

ATTEST: _____

INDIVIDUAL(S) (use additional signature pages if needed)

By: _____(Seal)

By: _____(Seal)

By: _____(Seal)

By: _____(Seal)

ATTEST: _____

CITY OF GREENSBORO

By:_____
Water Resources Director

ATTEST:_____
City Clerk

For Water Resources Dept. Use Only:

Date Received: _____

Received By: _____

For Planning & Comm. Dev. Dept. Use Only:

Date Received:_____

Received By: _____

(For business Owners)

STATE OF _____
COUNTY OF _____

I certify that _____ personally came before me this day and acknowledged that he/she holds the position of _____ with the business known as _____, a corporation / LLC / partnership, and an Owner(s) of the property in this Utility, Annexation and Development Agreement; and that by authority duly given and as the act of the business this foregoing instrument was signed and sealed with its official seal, and attested by _____. If the business is a corporation, the person attesting herein is the Secretary of the corporation.

Witness my hand and official seal, this the _____ day of _____, 20____.

(Official Seal)

_____
Notary Public

My Commission Expires: _____

(For individual Owners)

STATE OF _____
COUNTY OF _____

I certify that _____ personally came before me this day and acknowledged that he/she is an Owner(s) _____ of the property in this Utility, Annexation and Development Agreement; and that this foregoing instrument was signed and sealed, and attested by _____.

Witness my hand and official seal, this the _____ day of _____, 20____.

(Official Seal)

_____
Notary Public

My Commission Expires: _____
NORTH CAROLINA

GUILFORD COUNTY

I certify that _____ personally came before me this day and acknowledged she is _____ City Clerk of the City of Greensboro, a municipal corporation and, that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Water Resources Director, sealed with its corporate seal, and attested by herself as its _____ City Clerk.

Witness my hand and official seal this the _____day of _____, 20___.

(Official Seal)

_____
Notary Public

My Commission Expires: _____

City Manager's Office
City of Greensboro

GREENSBORO

October 21, 2011

TO: Andrew S. Scott, Assistant City Manager for Economic Development

FROM: John Shoffner, Economic Development Manager

SUBJECT: Greensboro Community Development Fund "GCDF" Boundaries

The GCDF, as currently structured, targets the entire City of Greensboro. The fund is pursuing certification as a Community Development Financial Institution "CDFI" and assuming that the fund is certified, a certain percentage of the loans will be required to be made within underserved/lower income areas inside the City limits of Greensboro and to minority and woman owned small businesses.

As part of the CDFI certification process, a market study is underway but has not been completed yet. Upon completion of the market study, CDFI certification process, and finalization of an agreement between the City and the GCDF covering the use of the City's grant funds, City staff will report back to City Council if any changes are made to the geographic boundaries of the program that would restrict eligibility to certain areas of the City and the reason the boundaries were established.

The final agreement with the GCDF will come to City Council for approval prior to being finalized.

JCS