

**CITY OF THOMASVILLE COUNCIL BRIEFING AGENDA**  
**Monday, November 14, 2022 – 4:00 P.M.**

**7003 Ball Park Road, Thomasville, NC 27360**

**Mayor Raleigh York, Jr. ~ Mayor *Pro Tem* Doug Hunt**

1. Call to Order
2. Additions and Deletions to the Agenda
3. Recognitions and Presentations – *on November 21, 2022*
  - A. Proclamation – Epilepsy Awareness Month (November 2022)
  - B. Proclamation – National Hospice Palliative Care Month (November 2022)
  - C. Proclamation – National Native American Heritage Month (November 2022)
  - D. Proclamation – Small Business Saturday (November 26, 2022)
  - E. Audit Presentation – Jill Vang, Martin Starnes
4. Public Forum – *on November 21, 2022* – Please sign up in person to speak for two minutes on any topic. *The two-minute time limit will be enforced.*
5. Closed Session – *on **November 14, 2022*** for Economic Development
6. Consent Agenda – *for action on November 21, 2022*
  - A. Approval of Minutes – Briefing Meeting on 10/10/22
  - B. Approval of Minutes – Council Meeting on 10/17/22
7. Regular Agenda for action on **November 14, 2022**
  - A. Consideration of Resolution for Economic Development Project Rabbit
8. Regular Agenda for action *on November 21, 2022*
  - A. Consideration of APRA Grant Project Ordinance
  - B. Consideration of 2022-23 ARPA Grant Budget Amendment
  - C. Consideration of 2022-23 Budget Amendment #2023 – P5-01
  - D. Consideration of Personnel Policy Amendments – Article XI Travel and Transportation Expenses – Section 4 – Eligible Travel Expenses
  - E. Consideration of Aqua Tech Contract for Pool Management Company
  - F. Consideration of Resolution setting Public Hearing regarding Voluntary Annexation of portion of Lake Road on December 19, 2022 at 6:00 PM at 7003 Ball Park Road, Thomasville, NC
  - G. Consideration of Retirement/Surplus of K9 Officer Vilko to Handler Joe Sutton
  - H. Consideration of Approval of Real Estate Transaction Exchanging Services, Not to Exceed \$3,500, for Tract 2 of Davidson Co. Register of Deeds Book 2302 Page 373.
9. Closed Session – *on **November 14, 2022*** for Personnel
10. Committee Reports and Appointments, Mayor's Report and Appointments, City Manager's Report, City Attorney's Report – *on November 21, 2022*
11. Additional Items
12. Adjournment

# Proclamation

## *For Epilepsy Awareness Month*

**Whereas**, Epilepsy is a neurological condition that causes recurrent, unprovoked seizures. It can occur at any age, but it is most common in children under 2 and adults over 65; and

**Whereas**, Epilepsy is the 4<sup>th</sup> most common neurological condition. It kills more people each year than breast cancer; and there is currently no cure for it; and

**Whereas**, More than 3,000,000 Americans live with Epilepsy, and an additional 200,000 Americans are diagnosed with it each year. Every 4 minutes a child is born with this condition; and

**Whereas**, approximately 60% of people with Epilepsy can lead normal lives, but the rest are forced to live with uncontrollable seizures due to insufficient treatment options; and

**Whereas**, it is critical that all those affected by Epilepsy have access to quality, affordable care, and that research continues to be strongly supported.

**Now, Therefore**, I, Raleigh York, Jr., Mayor of Thomasville, North Carolina, do hereby recognize November, 2022 as:

### ***EPILEPSY AWARENESS MONTH***

and I encourage citizens to spread understanding, education and compassion in order to improve the lives of people living with epilepsy and their families in our community.

This the 21<sup>st</sup> day of November, 2022.

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Raleigh York, Jr., Mayor





*Find comfort here.*

## **National Hospice Palliative Care Month – November 2022**

Hospice of Davidson County, North Carolina

### **PROCLAMATION**

**WHEREAS**, hospice and palliative care empowers people to live as fully as possible, surrounded and supported by family and loved ones, despite serious and life-limiting illness; and

**WHEREAS**, hospice and palliative care brings patients and family caregivers the highest quality care delivered by an interdisciplinary team of skilled professionals that includes physicians, nurses, social workers, therapists, counselors, health aides, spiritual care providers and others who make the wishes of each patient and family a priority; and

**WHEREAS**, through pain management and symptom control, caregiver training and assistance, and emotional and spiritual support, allowing patients to live fully up until the final moments, surrounded and supported by the faces of loved ones, friends, and committed caregivers; and

**WHEREAS**, each year, hospice saves Medicare more than \$2 billion by providing solutions for physicians, care to patients and comfort to families anywhere, at any time; and

**WHEREAS**, every year nearly 1.5 million Americans living with life-limiting illness, and their families, received care from the nation's hospice programs in communities throughout the United States; and

**WHEREAS**, more than 400,000 trained volunteers contribute 19 million hours of service to hospice program annually; and

**WHEREAS**, hospice and palliative care providers encourage all people to learn more about options of care and to share their wishes with family, loved ones, and their healthcare professionals.

**NOW, THEREFORE**, be it resolved that I, Raleigh York, Jr., Mayor of Thomasville, North Carolina, by virtue of the authority vested in me, do hereby proclaim November 2022 as **National Hospice Palliative Care Month** and encourage citizens to increase their understanding and awareness of care at the end of life and to observe this month with appropriate activities and programs.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 21<sup>st</sup> day of November, 2022 and caused this seal to be affixed.

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Raleigh York, Jr., Mayor



## NATIONAL NATIVE AMERICAN HERITAGE MONTH PROCLAMATION

**WHEREAS**, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples. Their contributions have enhanced the freedom, prosperity, and greatness of America today; and

**WHEREAS**, Native Americans have resided in this region of the United States for more than 12,000 years. Today, there are more than 130,000 Native Americans living in North Carolina, according to the 2020 U.S. Census, and North Carolina is home to eight state-recognized Indian tribes; and

**WHEREAS**, American Indians have served and continue to be heroes in uniform, defending the United States and serving at a higher rate than any other ethnic group in the Nation; they have also made immeasurable contributions to our country's progress as teachers and scholars, scientists and doctors, writers and artists, business leaders and elected officials, and so much more; and

**WHEREAS**, **Native American Heritage Month** creates an opportunity to honor and celebrate the great history and heritage of the American Indian and indigenous peoples.

**NOW, THEREFORE, BE IT PROCLAIMED**, that I, Raleigh York Jr., Mayor of the City of Thomasville, North Carolina, do hereby proclaim November 2022 as

### **NATIVE AMERICAN HERITAGE MONTH**

in the City of Thomasville and urge the observation of this month by increasing awareness of the valuable ways Native Americans have contributed to Thomasville's prosperity.

This the 21<sup>st</sup> day of November, 2022.

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Raleigh York Jr., Mayor  
City of Thomasville, NC



# Proclamation

## *"Small Business Saturday"*

**WHEREAS**, the government of Thomasville, North Carolina, celebrates our local small businesses and the contributions they make to our local economy and community; and

**WHEREAS**, according to the United States Small Business Administration:

- there are 32.5 million small businesses in the United States;
- small businesses represent 99.7% of firms with paid employees;
- small businesses are responsible for 62% of net new jobs created since 1995; and
- small businesses employ 46.8% of the employees in the private sector in the United States; and

**WHEREAS**, 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small®, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and

**WHEREAS**, 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and

**WHEREAS**, Thomasville, North Carolina supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

**WHEREAS**, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

**NOW, THEREFORE**, I, Raleigh York, Jr., Mayor of Thomasville, North Carolina, do hereby proclaim, November 26, 2022 as:

### ***SMALL BUSINESS SATURDAY***

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

This the 21<sup>st</sup> day of November, 2022.

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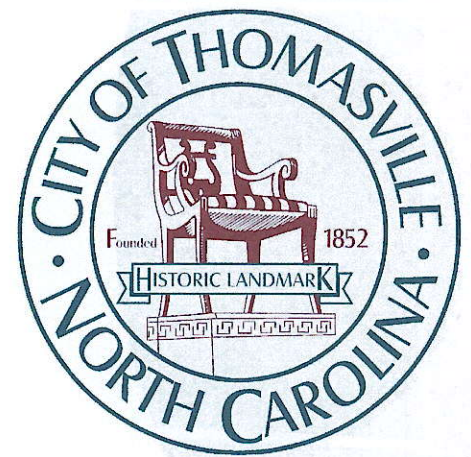
Raleigh York, Jr., Mayor  
City of Thomasville, NC





# City of Thomasville

2022 Audited Financial Statements



MARTIN ♦ STARNES  
& ASSOCIATES, CPAs, P.A.



# Audit Highlights

☐ UNMODIFIED

☐ COOPERATIVE



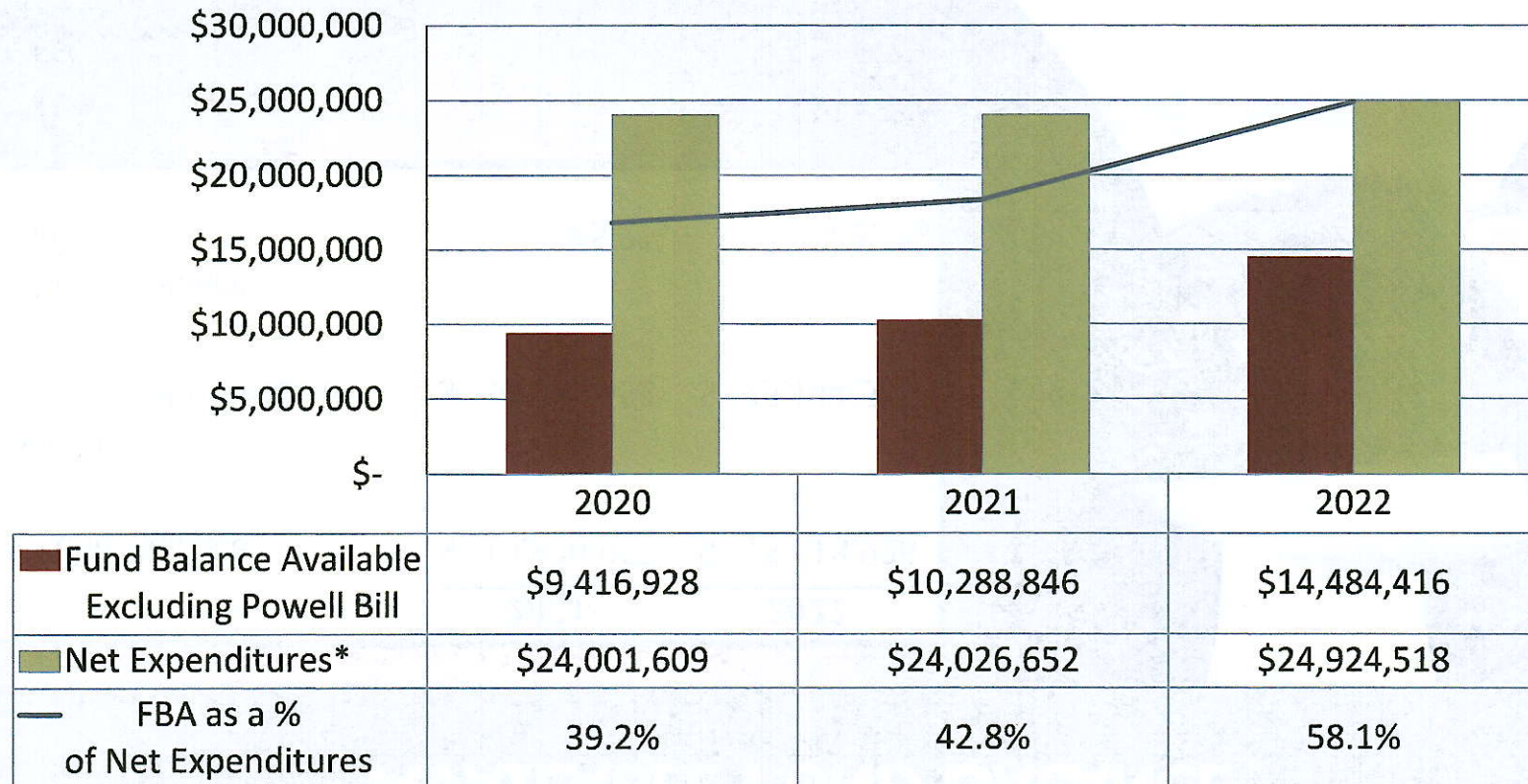
# AVAILABLE FUND BALANCE

	<u>2021</u>	<u>2022</u>
Available Fund Balance	\$ 10,870,957	\$ 15,618,926
Total Expenditures + Transfers out - Debt proceeds	\$ 24,026,652	\$ 25,144,532
Available Fund Balance / Net Expenditures	45.2%	62.1%



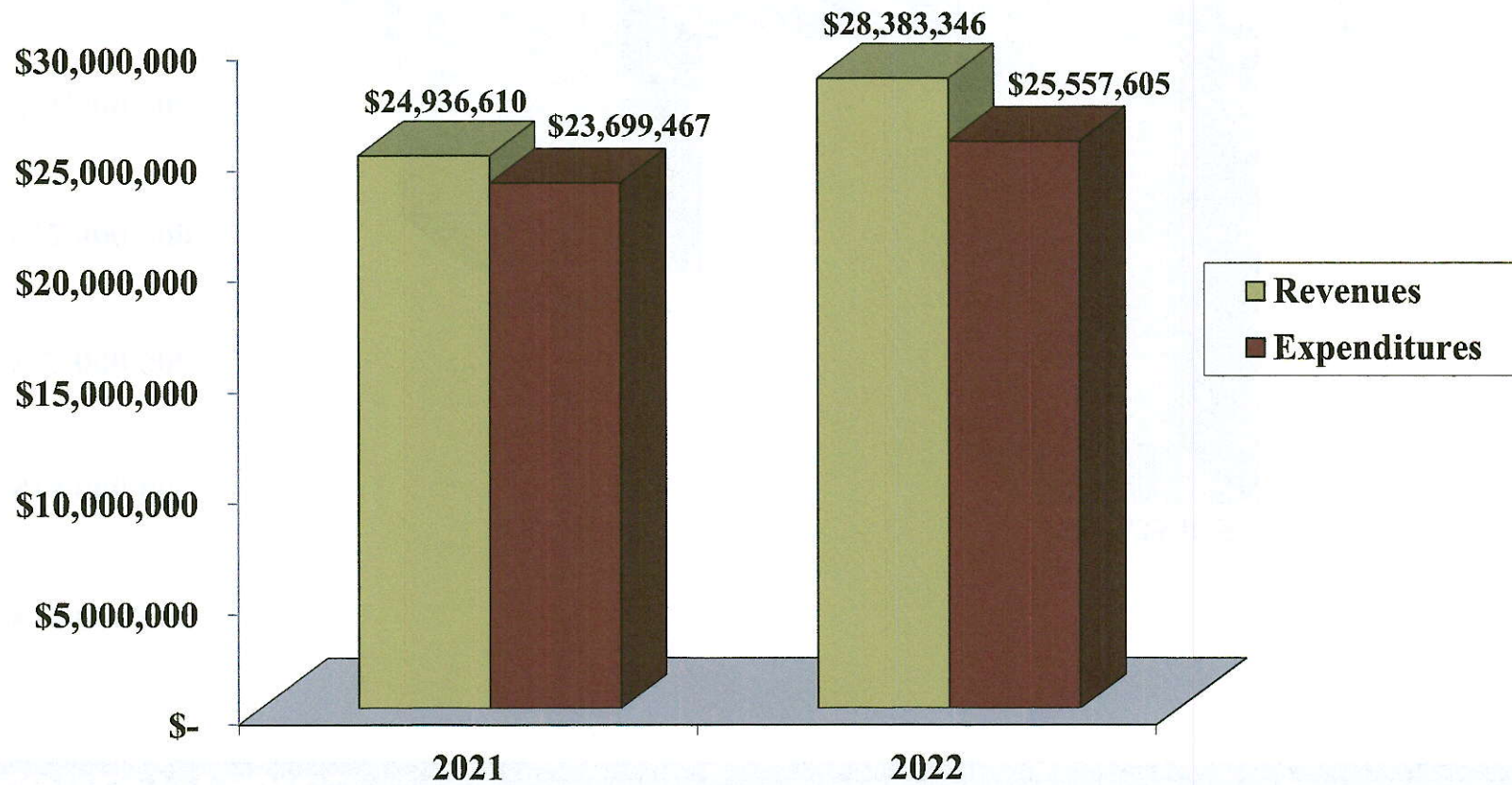


## FUND BALANCE – GENERAL FUND



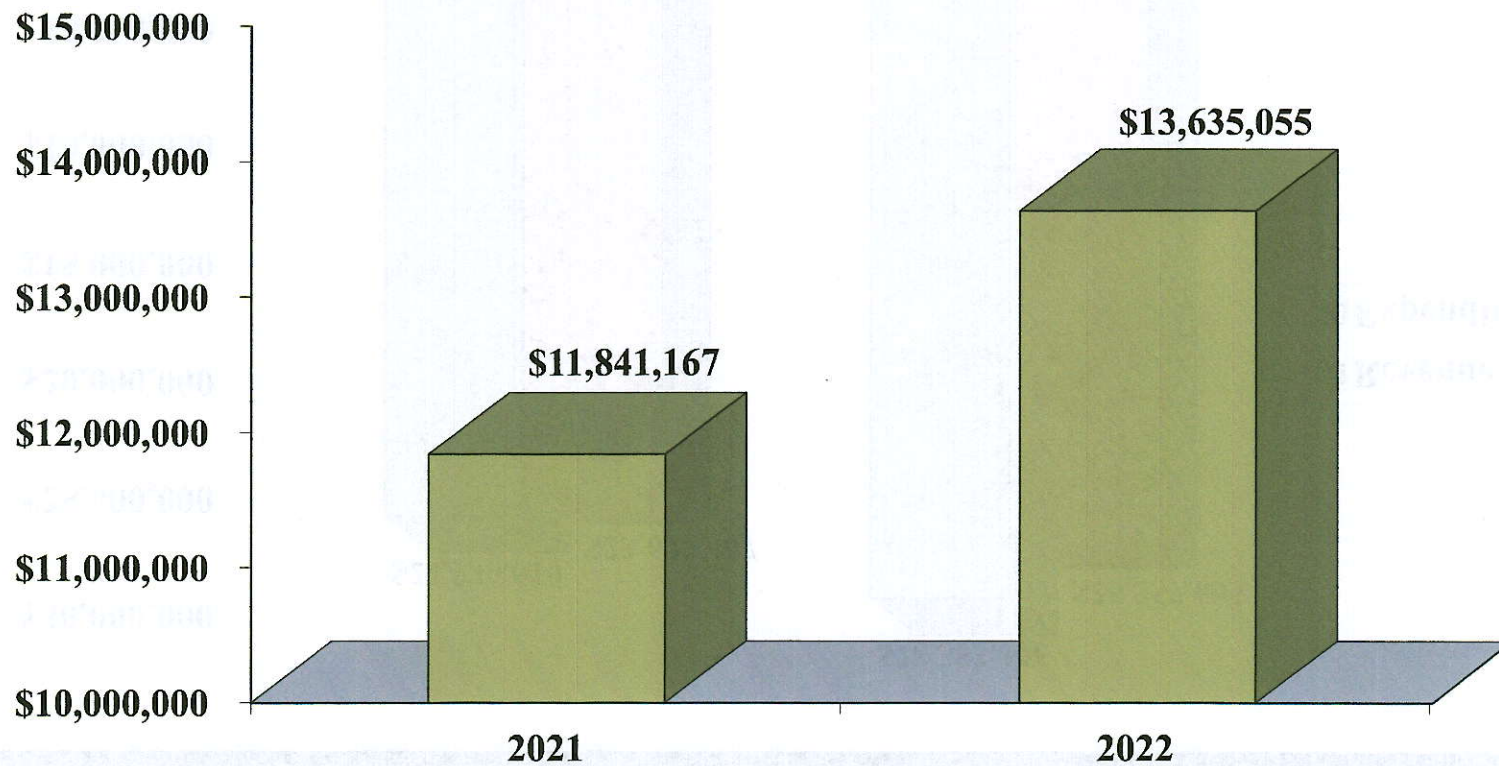
\*Net Expenditures = Total expenditures + Transfers out – Debt proceeds

# GENERAL FUND SUMMARY

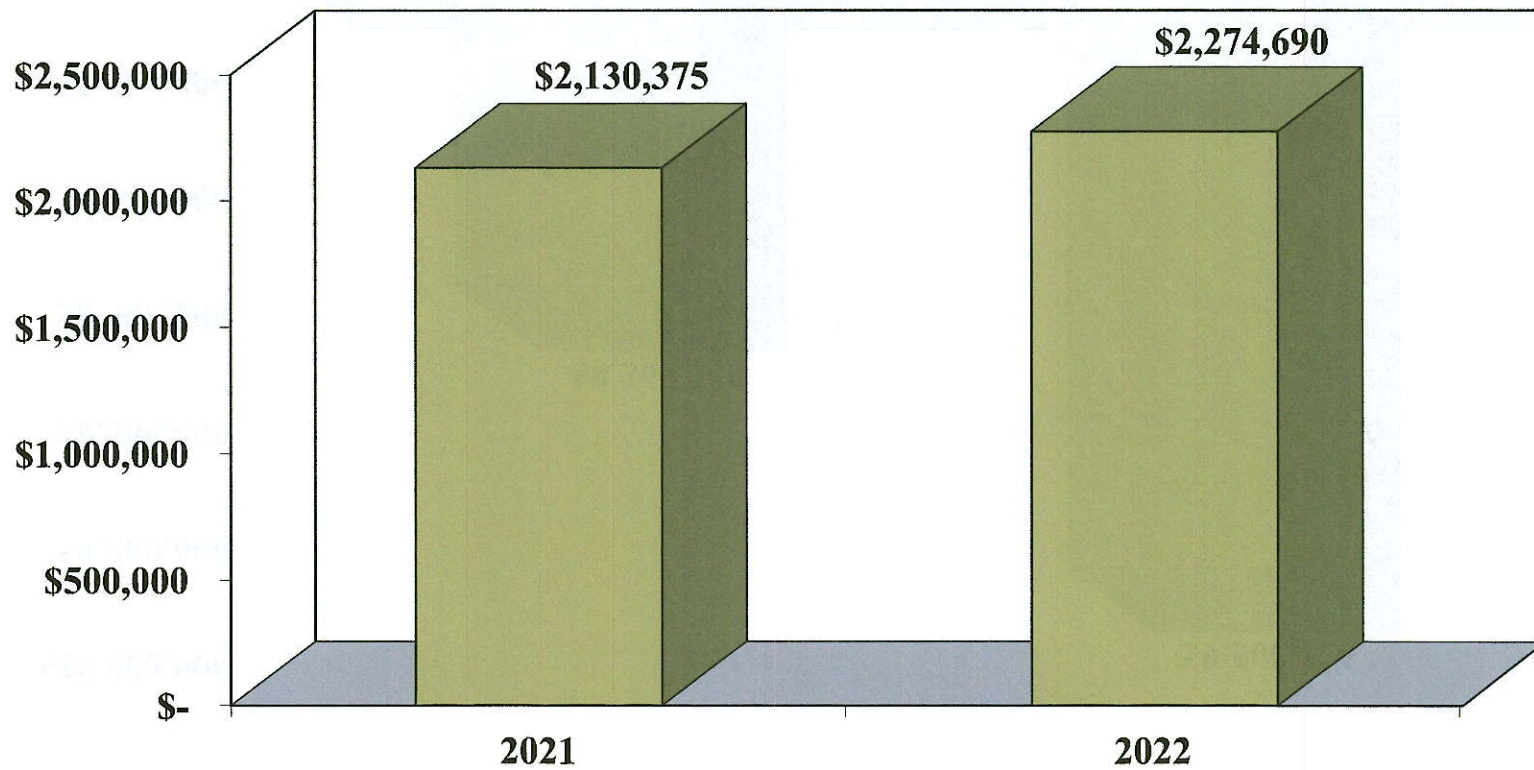




## AD VALOREM TAXES

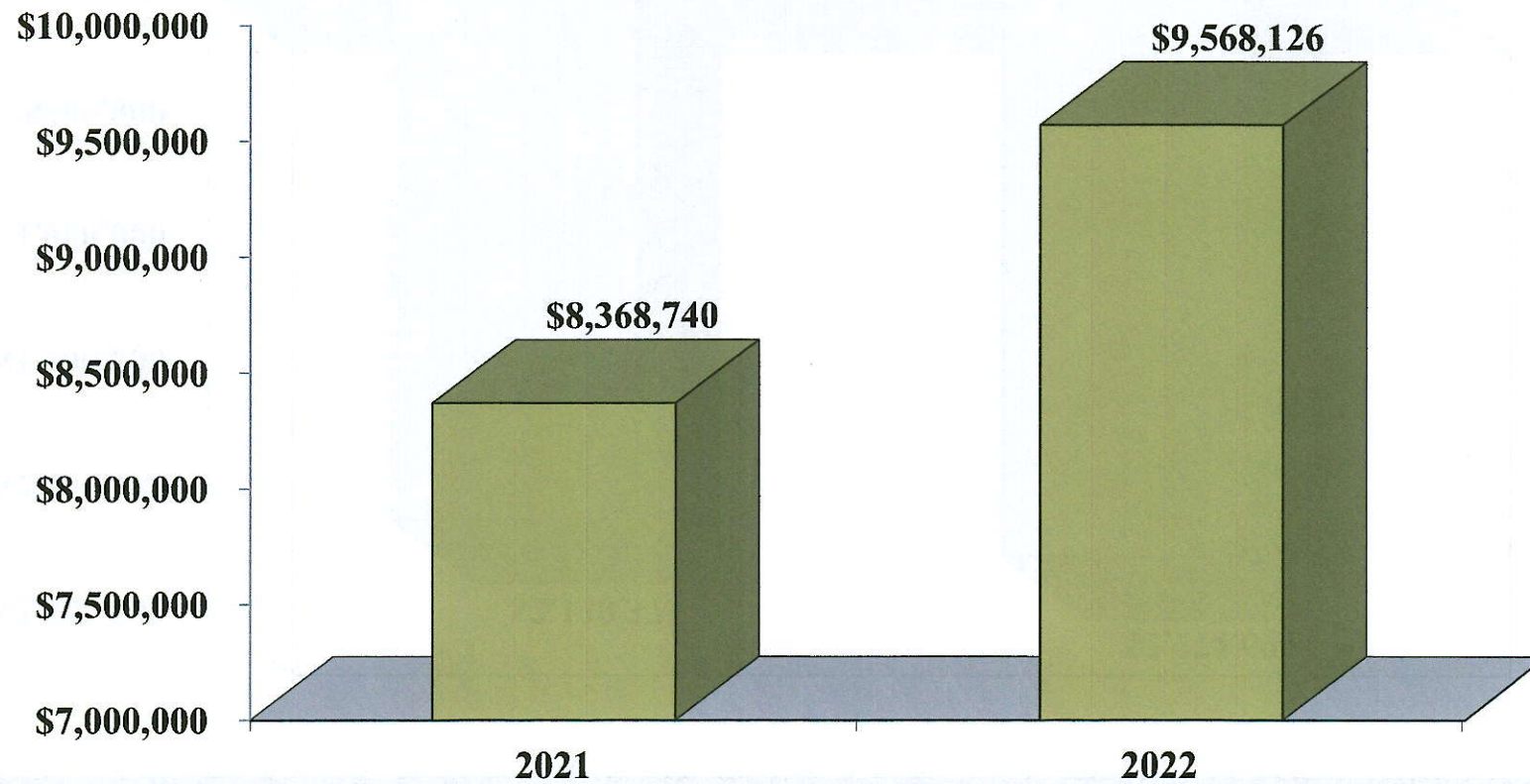


## UNRESTRICTED INTERGOVERNMENTAL

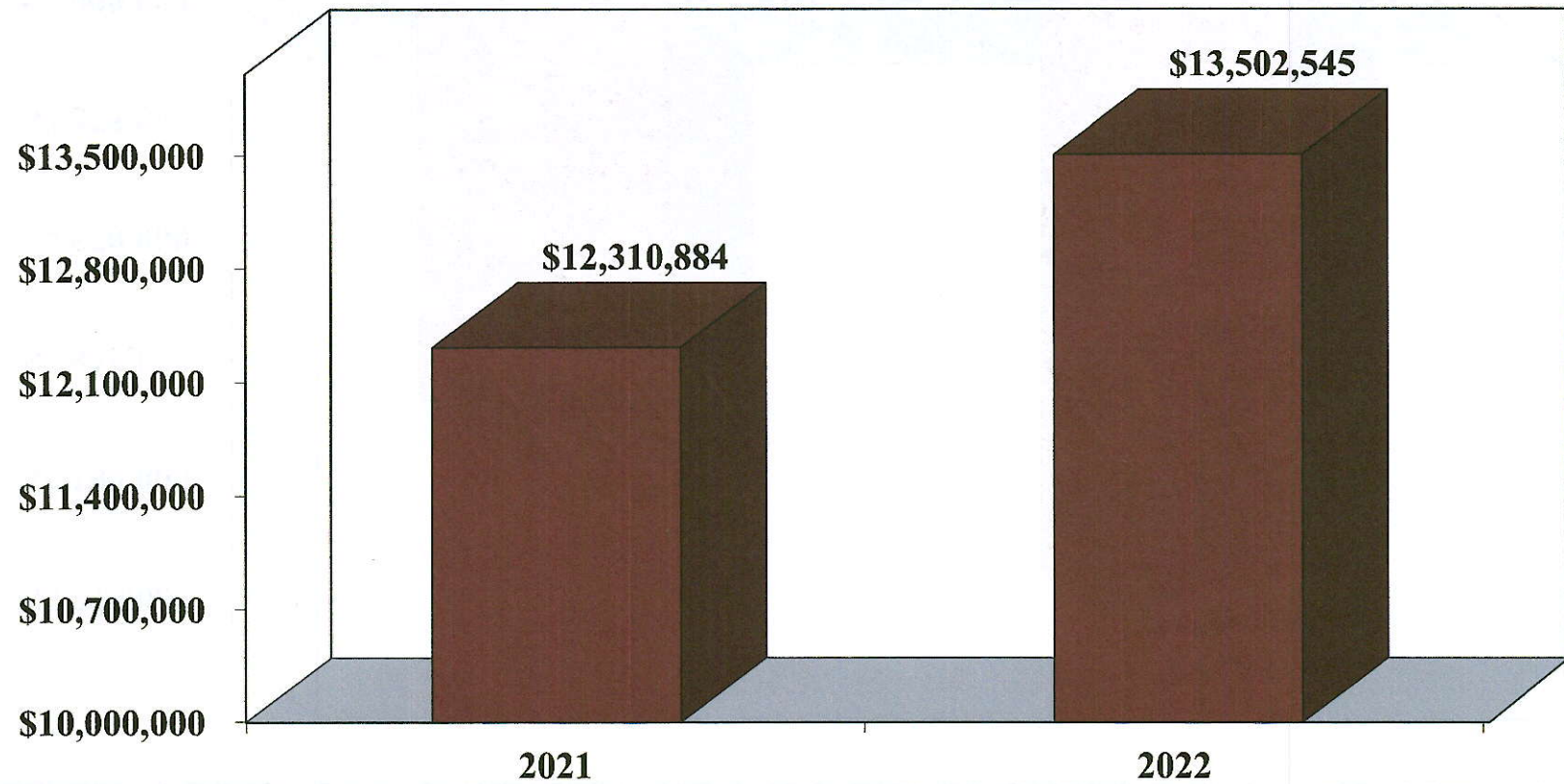




## OTHER TAXES

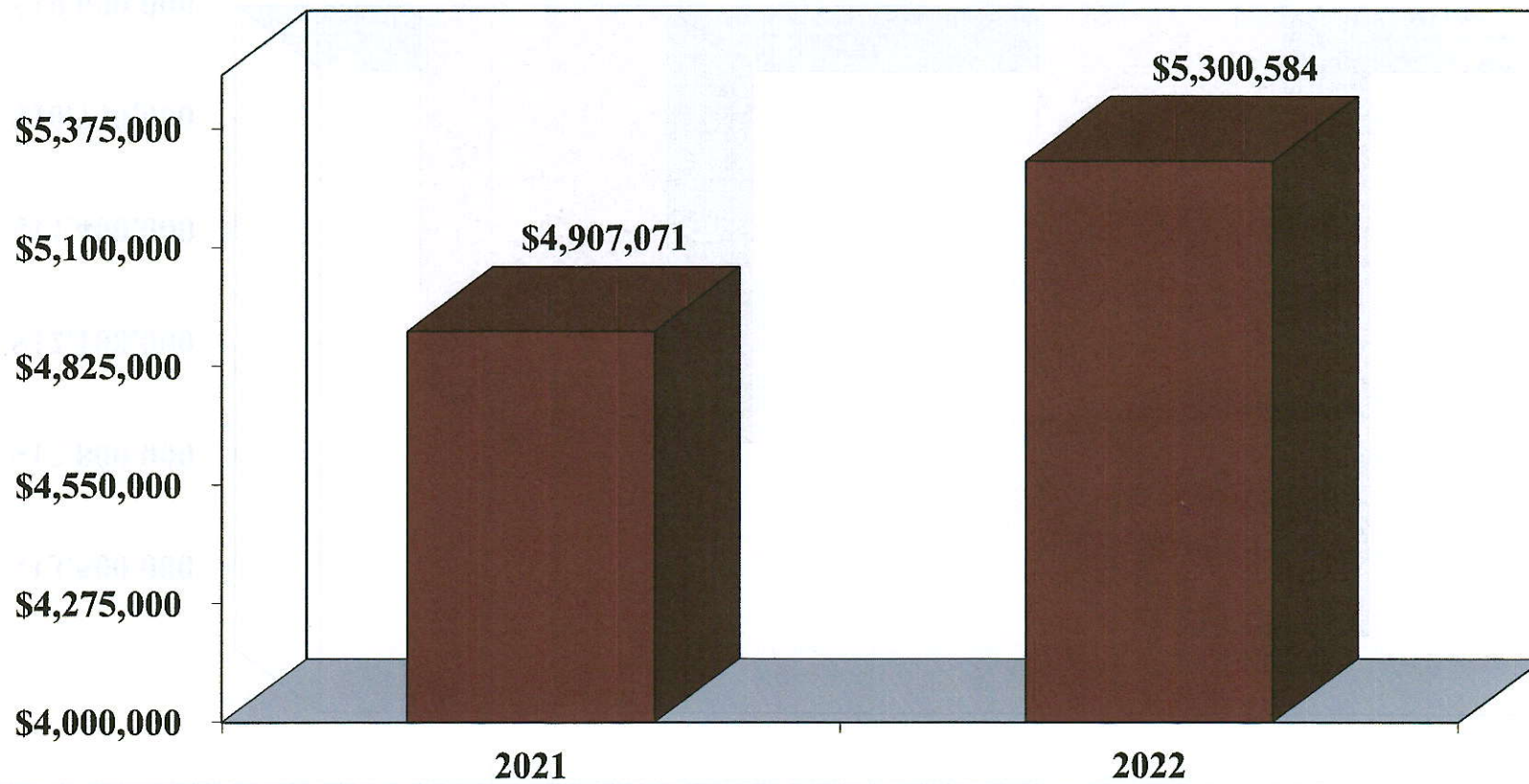


## PUBLIC SAFETY

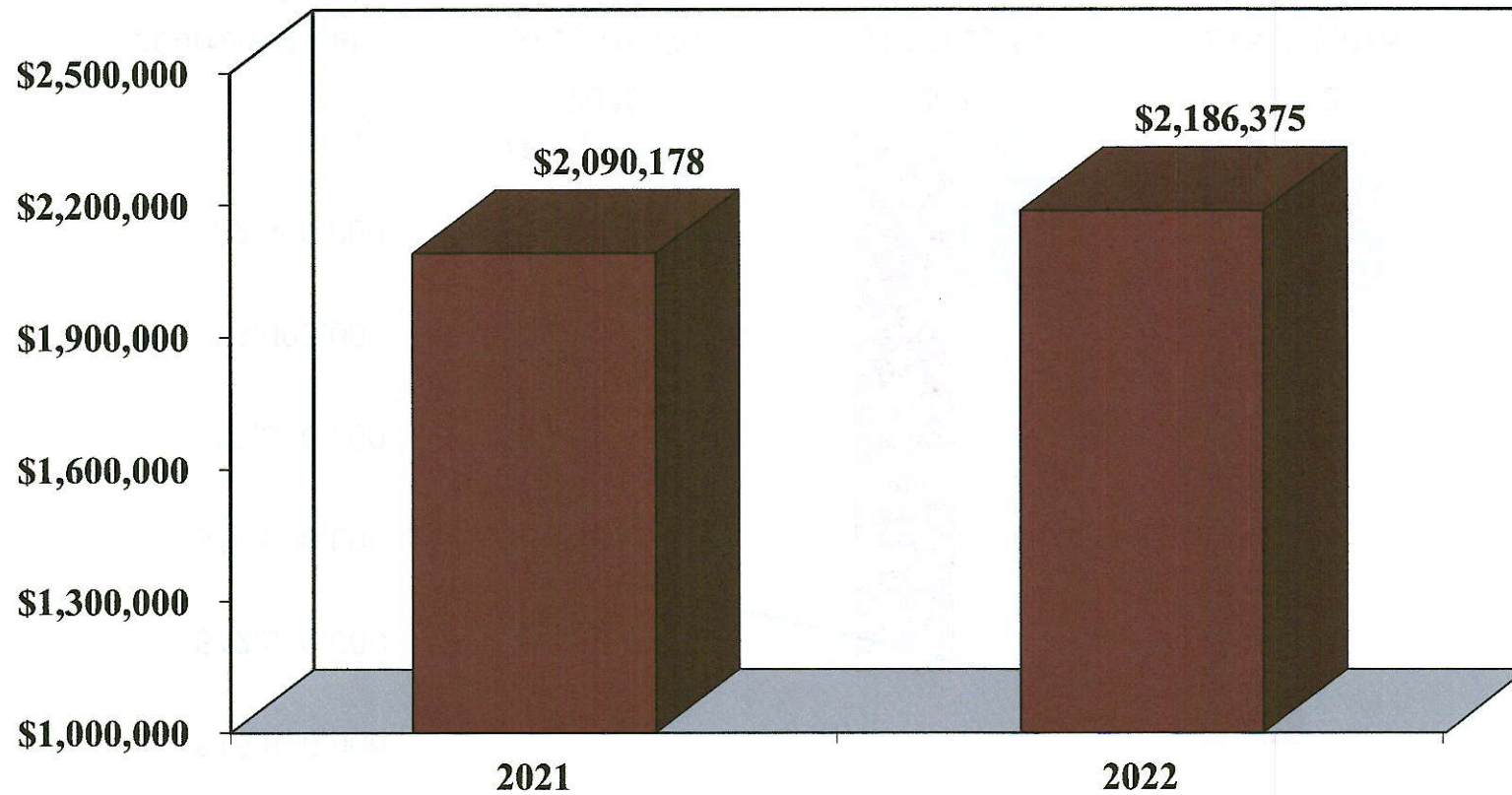




## PUBLIC WORKS

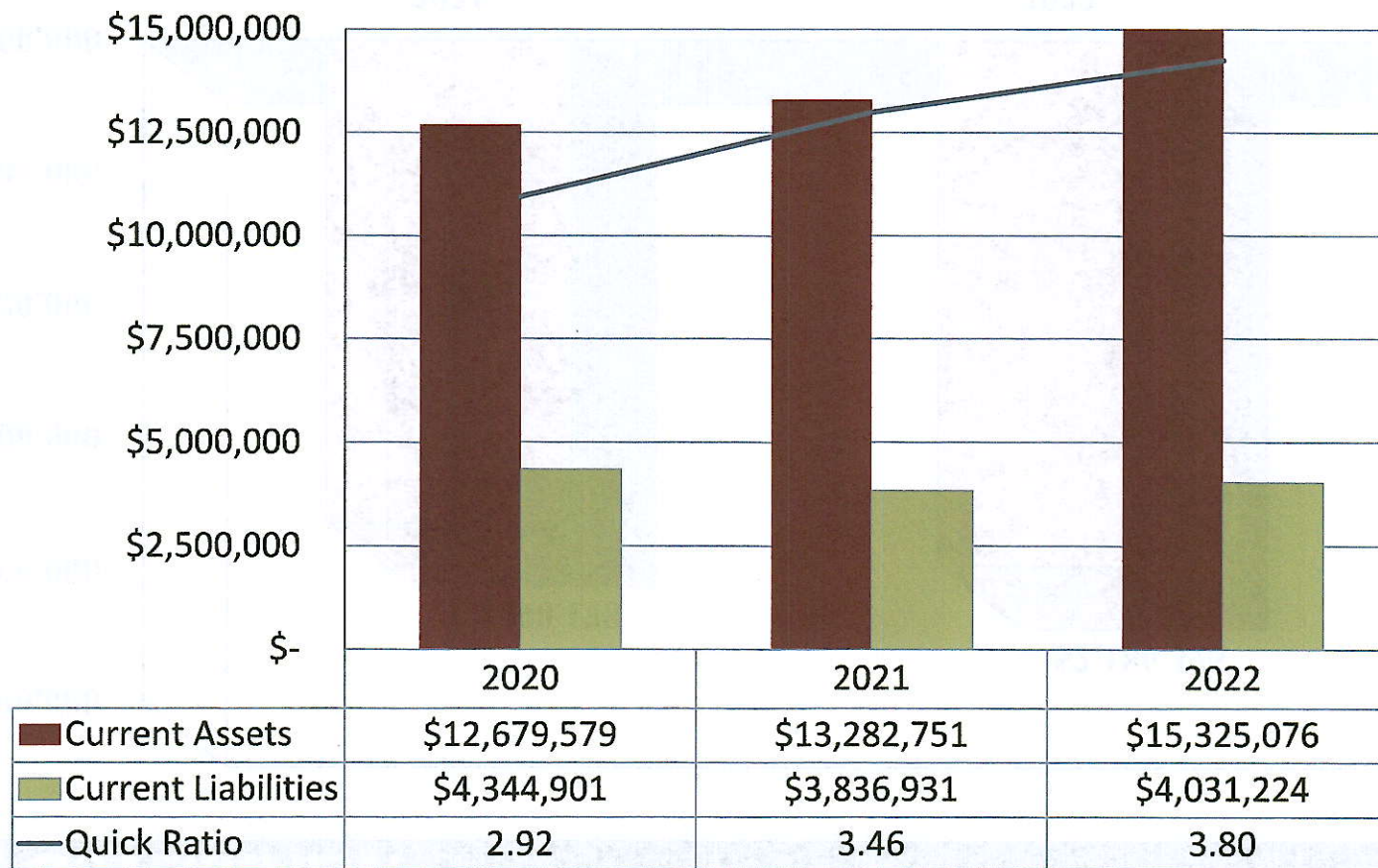


## GENERAL GOVERNMENT





## QUICK RATIO – WATER AND SEWER

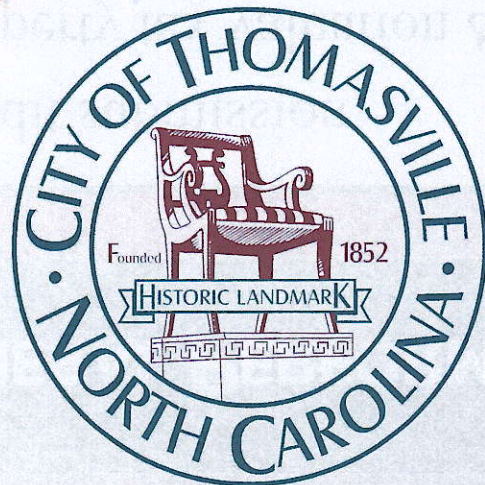


# GENERAL PERFORMANCE INDICATORS

- ☐ Timely audit submission
- ☐ Stable property tax valuation & collection %
- ☐ W&S net income and cash to expense ratio
- ☐ Findings







# Questions?

Jill Vang



(828) 327-2727



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[www.msa.cpa](http://www.msa.cpa)



**MARTIN ♦ STARNES**  
& ASSOCIATES, CPAs, P.A.



**MINUTES FOR THE THOMASVILLE CITY COUNCIL BRIEFING MEETING ON MONDAY, OCTOBER 10, 2022 AT 6:00 PM AT 7003 BALLPARK ROAD, THOMASVILLE, NC.**

Elected officials in attendance: Mayor Raleigh York, Jr.; Mayor *Pro Tempore* Jeannette Shepherd; and Council Members Ron Bratton; Doug Hunt; Wendy Sellars; Lisa Shell; Hunter Thrift; and Payton Williams.

The following staff members attended the meeting: City Manager Michael Brandt; Assistant City Manager Eddie Bowling; Planning Director Chuck George; Finance Director Thomas Avant; Police Chief Mark Kattner; and City Clerk Wendy Martin.

1. Call to Order - Mayor York called the Briefing meeting of the Thomasville City Council to order.
2. Additions and Deletions to the Agenda – City Manager Michael Brandt asked Council to add a closed session for personnel to the agenda as item 8.

Council Member Williams moved to approve the agenda as amended. Council Member Hunt seconded. *Motion unanimously approved 7 – 0.*

3. Recognitions and Presentations on October 17, 2022
  - Proclamation - Breast Cancer Awareness Month
4. Public Forum – Anyone can speak at the Council meeting on October 17, 2022 for two minutes on any topic they choose.
5. Public Hearings on October 17, 2022

A. Request for Rezoning (Z-22-05)

Applicant/Owner: Hinkle Mill Limited Partnership – William Hinkle  
Location: 108 Randolph Street  
Parcel Number: 16113000C0026  
Existing Zoning: M-2 Heavy Industrial  
Proposed Zoning: M-1 Light Industrial

B. Request for Rezoning (Z-22-06)

Applicant/Owner: Zachary Sprinkle  
Location: 117 & 119 Transit Avenue  
Parcel Number: 16312E0000017 & 16312E0000016  
Existing Zoning: M-1 Light Industrial  
Proposed Zoning: M-2 Heavy Industrial

Planning Director Chuck George was present for any questions.



6. Regular Agenda for action on October 10, 2022

A. Consideration of Resolution Approving Financing Terms with Truist for Vehicles and Equipment

Finance Director Thomas Avant was present for any questions.

Council Member Thrift moved to approve the Resolution as presented. Council Member Hunt seconded. *Motion unanimously approved 7 – 0.*

B. Consideration of Star of Bethlehem Drive-Thru Nativity Road Closure Ordinance

Council Member Hunt moved to approve the Resolution as presented. Council Member Shell seconded. *Motion unanimously approved 7 – 0.*

The following items were put on the Consent Agenda by the Council members for consideration on October 17, 2022:

6. Consent Agenda

- A. Approval of Minutes – Briefing Meeting on 09/12/22
- B. Approval of Minutes – Council Meeting on 09/19/22
- C. Consideration of 2022 – 2023 General Fund Budget Amendment – Transfer of Supplanted Salaries to Recreation Department
- D. Consideration of Moving Council Briefing Meetings to 4:00 PM beginning 11/14/22.
- E. Consideration of Personnel Policy Updates
- F. Consideration of Site Lease Agreement for Antenna on Turner Street Water Tank

The following items were put on the Regular Agenda by the Council members for consideration on October 17, 2022:

7. Regular Agenda

- a. Consideration of Resolution in Support of Operation Green Light
- b. Consideration of Grant Project Ordinance – N. C. Governor's Highway Safety Program DWI Task Force Grant
- c. Consideration of ARPA Grant Project Ordinance – American Rescue Plan Act - ARPA Coronavirus Local Fiscal Recovery Funds (CLFRF)
- d. Consideration of ARPA Budget Amendment
- e. Consideration of Resolution Directing City Clerk To Investigate Sufficiency of Petition for Voluntary Annexation of a portion of Lake Road

8. Closed Session – Personnel

Council Member Thrift moved to go into closed session for personnel. Mayor Pro Tem Shepherd seconded. *Motion unanimously approved 7 – 0.*

Council Member Thrift moved to go back into open session. Council Member Sellars seconded. *Motion unanimously approved 7 – 0.*

Mayor York advised that no action was taken in closed session.

9. Committee Reports and Appointments, Mayor's Report and Appointments, City Manager's Report, City Attorney's Report on October 17, 2022.
10. Additional Items
11. Adjournment – Council Member Sellars moved to go back into open. Mayor Pro Tem Shepherd seconded. *Motion unanimously approved 7 – 0.*

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Raleigh York, Jr., Mayor

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Wendy S. Martin, City Clerk



**MINUTES FOR THE THOMASVILLE CITY COUNCIL MEETING ON MONDAY,  
OCTOBER 17, 2022 AT 6:00 PM AT 7003 BALLPARK ROAD, THOMASVILLE, NC.**

Elected officials in attendance: Mayor Raleigh York, Jr.; Mayor Pro Tempore Jeannette Shepherd; and Council Members Ron Bratton; Doug Hunt; Wendy Sellars; Lisa Shell; Jeannette Shepherd; Hunter Thrift and Payton Williams.

1. Call to Order – Mayor York welcomed everyone in attendance and called the meeting of the Thomasville City Council to order.

2. Additions and Deletions to the Agenda – There were no changes made to the agenda.

Council Member Thrift moved to approve the agenda as presented. Council Member Shepherd seconded. Motion unanimously approved 7 – 0.

3. Recognitions and Presentations – Council Member Sellars presented a Proclamation for National Breast Cancer Awareness Month. She encouraged everyone - women and men - to get screened, advising that she herself is a two-time breast cancer survivor, and early detection absolutely saved her life. No action was taken.

4. Public Forum – No one came forward to speak. No action was taken.

5. Public Hearings –

A. Request for Rezoning: (Z-22-05)

Applicant/Owner:	Hinkle Mill Limited Partnership – William Hinkle
Location:	108 Randolph Street
Parcel Number:	16113000C0026
Existing Zoning:	M-2 Heavy Industrial
Proposed Zoning:	M-1 Light Industrial

Mayor York advised that on September 27, 2022, the Planning Board held a public hearing regarding this rezoning request and unanimously approved it 6-0 because there are no objectionable external effects of the rezoning; it is compatible with nearby properties; the rezoning will allow a continued use of the property; and it is reasonable due to its consistency with the comprehensive plan. He then opened the public hearing.

Property Owner William Hinkle spoke in favor of this rezoning, saying he wanted to be able to have churches or antique stores on the property in the future.

No one else came forward to speak for or against this rezoning. Mayor closed the hearing.

Council Member Thrift moved to approve this rezoning because it is consistent with the comprehensive plan. Council Member Hunt seconded. Motion unanimously approved 7 – 0.

B. Request for Rezoning: (Z-22-06)

Applicant/Owner: Zachary Sprinkle  
Location: 117 & 119 Transit Avenue  
Parcel Number: 16312E0000017 & 16312E0000016  
Existing Zoning: M-1 Light Industrial  
Proposed Zoning: M-2 Heavy Industrial

Mayor York advised that on September 27, 2022, the Planning Board held a public hearing regarding this rezoning request and unanimously approved it 6-0 because it will allow the owner to establish a compatible business on the property; it is compatible with the businesses in the area and adjacent to the property; it will allow the property to be utilized; and it is consistent with the comprehensive plan. He then opened the public hearing.

Property Owner Zachary Sprinkle spoke in favor of this rezoning, saying he wanted to be able to have a sawmill on the property.

No one else came forward to speak for or against this rezoning. Mayor closed the hearing.

Council Member Hunt moved to approve this rezoning because it is compatible with the businesses in the local area. Council Member Sellars seconded. Motion unanimously approved 7 – 0.

6. Consent Agenda

A. Approval of Minutes – Briefing Meeting on 09/12/22

B. Approval of Minutes – Council Meeting on 09/19/22

C. Consideration of 2022 – 2023 General Fund Budget Amendment – Transfer of Supplanted Salaries to Recreation Department

City Manager Brandt advised that this amendment transfers \$489,696 in salaries (supplanted using ARPA funding) from the Fire Department to the Recreation Department for the purchase of the property at 305 East Main Street in Thomasville;

and it appropriates:

- \$22,161 of insurance proceeds for damage to 2 police vehicles;
- \$26,040 for damage to City Hall;
- funding for compliance with GASB-87 capital lease reporting requirements; and
- \$15,881 for 48 months of funding for the lease agreement with Pitney Bowes for the postage machine and meter at City Hall.



D. Consideration of Moving Council Briefing Meetings to 4:00 PM beginning 11/14/22

City Manager Brandt explained that moving the Briefing Meeting to 4:00 PM would make it so staff would not have to stay late for a meeting that generally takes only a few minutes to conduct. He advised that this recommendation came from the Personnel/Finance Committee.

E. Consideration of Personnel Policy Updates

City Manager Brandt said the Personnel/Finance Committee also proposed the following changes to the Thomasville Personnel Policy:

- XIII Leave of Absence – Section 1 – Holidays Observed – This adds the observance of the Juneteenth holiday annually on June 19th to the observed holidays for the City of Thomasville. City Offices will be closed to the public and all FT employees will be granted holiday pay for that day.
- XIII Leave of Absence – Section 12 – Sick Leave Use and Reporting. This changes the policy to allow sick leave to be used in increments of time as needed, rather than half-day increments only.

F. Consideration of Site Lease Agreement for Antenna on Turner Street Water Tank

City Manager Brandt said the Thomasville City School Board has requested the use of our water tower to support an antenna that will provide TCS with electronic internet interconnectivity for their school facilities.

Council Member Sellars moved to approve the items on the Consent Agenda. Council Member Hunt seconded. Motion unanimously approved 7 – 0.

7. Regular Agenda

A. Consideration of Resolution in Support of Operation Green Light (November 7 – 13)

Council Member Hunt presented the Resolution in Support of Operation Green Light to Davidson County Commissioner James Shores.

Council Member Thrift moved to approve the Resolution. Council Member Shell seconded. Motion unanimously approved 7 – 0.

County Commissioner Shores thanked Thomasville City Council for supporting this Resolution in support of addressing the needs of veterans. He said this movement started in New York City, and it has spread across the Country. He and a County Commissioner from Wake County brought it to North Carolina.

County Commissioner Shores said the green light is a way for everyone to show their support for veterans.

The other part of this movement is to get more help for Veterans. He explained that there are only 150 Veteran Service Officers in North Carolina to offer benefit support to over 700,000 Veterans. (Florida, for example, has 1,500 VSOs but only half the number of Veterans that NC has.) The local Green Light movement is lobbying to get North Carolina to fund an additional VSO for each county in the state.

Mayor York announced that the City of Thomasville plans to shine green light on the Big Chair during Green Lights for Veterans week from November 7 – 13. He also encouraged businesses and citizens to have green lights in their windows during that week in support of Veterans.

**B. Consideration of Grant Project Ordinance – N. C. Governor’s Highway Safety Program DWI Task Force Grant**

City Manager Brandt said the Thomasville Police Department received funding from the N.C. Department of Transportation’s Governor’s Highway Safety Program for a DWI Task Force grant for the period from 10/1/2022-9/30/2023.

The ordinance establishes a grant budget and appropriates a total of \$119,593 for the following salaries and fringe benefits:

- \$66,843 for one police officer and other direct costs;
- \$40,000 patrol vehicle;
- \$4,000 mobile data terminal;
- \$6,000 in-car video system; and
- \$2,750 for travel and training costs.

Council Member Thrift moved to approve this Grant Project Ordinance. Council Member Hunt seconded. Motion unanimously approved 7 – 0.

**C. Consideration of ARPA Grant Project Ordinance – American Rescue Plan Act - ARPA Coronavirus Local Fiscal Recovery Funds (CLFRF)**

Assistant City Manager Bowling explained that this ordinance appropriates \$489,696 of ARPA grant funding to supplant/replace salary costs in the Fire Department for four pay dates (1 payroll in July, 2 payrolls in August, 1 payroll in September).

Supplanting salary costs in the Fire Department is allowable per ARPA Grant regulations, and it allows the City to use general funds (not grant funds) to purchase the property at 305 East Main Street. Using general funding, instead of grant funding, for this purchase removes restrictions regarding a future sale of the property.



This Grant Project Ordinance also appropriates \$49,839 for the additional cost of a fire engine apparatus, which is funded primarily through an installment financing loan of \$650,000. Note, the cost (now \$699,839) has increased from initial quotes received, so the remainder will be funded through ARPA.

Total budgeted ARPA funding to date: \$6,383,678.

Total available/unallocated grant funding to date: \$2,109,290.

Council Member Williams moved to approve this Grant Project Ordinance. Council Member Sellars seconded. Motion unanimously approved 7 – 0.

D. Consideration of ARPA Budget Amendment

Assistant City Manager Eddie Bowling said this amendment transfers a total of \$539,535 from the Grant Special Revenue Fund to the General Fund for the aforementioned costs.

Council Member Sellars moved to approve this Budget Amendment. Council Member Shell seconded. Motion unanimously approved 7 – 0.

E. Consideration of Resolution Directing City Clerk To Investigate Sufficiency of Petition for Voluntary Annexation of a portion of Lake Road

City Manager Brandt advised that this is regarding the petition for voluntary annexation of approximately 54-acres of land at 726 Lake Road, just outside our City limits near the Dollar General. The tract is to allow for a proposed multi-family residential development. If this Resolution is approved, City staff will review and provide a report to City Council on the affect this proposed development may have on City services, if annexed.

Council Member Thrift moved to approve this Resolution. Council Member Williams seconded. Motion unanimously approved 7 – 0.

8. Committee Reports and Appointments, Mayor's Report and Appointments, City Manager's Report, City Attorney's Report

Council Member Williams reminded everyone to be extra cautious while driving the rest of this month because of Halloween festivities.

She also wished to acknowledge the victims of the Raleigh shooting on October 13, 2022, which left 5 people dead and 2 people injured. She said this one was so close to home, it made her realize this type of thing can happen anywhere, and she needs to keep her eyes open. She asked for prayers for the families of the victims:



Nicole Connors, 52;  
Susan Karnatz, 49;  
Mary Marshall, 35;  
Gabriel Torres, 29, off-duty police officer; and  
James Roger Thompson, 16, the brother of the 15-year-old gunman

Council Member Thrift moved, on behalf of the Personnel Committee, to appoint:

Yvette Hicks as the Lady Golfer Representative to the Golf Advisory Committee.

Council Member Hunt seconded. Motion unanimously approved 7 – 0.

Council Member Thrift also moved, on behalf of the Personnel Committee, regarding the Historic Preservation Commission, to change:

Lisa Edwards to the *alternate* member position for the rest of her term; and  
Katheryn Byrnes to the *regular* member position for the rest of her term.

Council Member Shell seconded. Motion unanimously approved 7 – 0.

Council Member Hunt thanked and applauded County Commissioner Shores for his work on the Green Light program. He said there are a LOT of veterans in this state, "So what he's doing is a good thing, and I appreciate it so much that he's taking action to do that."

Mayor York reported that this year's Everybody's Day in September was the most attended that anyone can remember. There were over 100 more vendors this year than last year, and it brought a lot of people to Thomasville. He said it's good for our city, and he appreciated everyone who participated in it.

He also announced that a committee was formed to decide what to do with the building at 7 West Guilford Street for the benefit of the City and the citizens. He announced that there will be at least one public forum so citizens can have input on what they want to see happen with that building.

City Manager Brandt thanked Eddie Bowling for managing the last City Council meeting in September while he was on vacation.

He also thanked Council for their consideration and approval of the Juneteenth City Holiday. He said, "Over the past couple of years, I have come to learn of the importance of this day to many within our community. While the July 4<sup>th</sup> Holiday celebrates our collective history as the birth of our nation, it did not mean freedom for everyone. Celebrating the Juneteenth Holiday provides an opportunity to recognize the day that we, as a community, and a nation, can truly claim that the words of our Declaration of Independence were intended for all people. '...We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness.'"



Assistant City Manager Bowling said that the City has submitted a \$950,000 grant application to the North Carolina Department of Commerce to aid in the 11 Pine Street Renovation.

He also advised that the City has partnered with CGI, who created videos to promote the City. The videos were supported by ads and were free of charge to the city. He encouraged everyone to check them out on the City website and Facebook pages and Channel 13.

City Attorney Misti Whitman advised that attorneys are not allowed to assist Veterans without special certifications, so that can make it very, very difficult for Veterans to find attorneys to assist them with their benefits. Attorney groups are urging attorneys to obtain this certification, and Attorney Whitman is hopeful that this Green Light project will prompt more participation by attorneys as well.

9. Additional Items – County Commissioner Shores advised that citizens can get more information about Operation Green Light at [Operation Green Light | Davidson County, NC](https://www.co.davidson.nc.us/1060/Operation-Green-Light). (<https://www.co.davidson.nc.us/1060/Operation-Green-Light>)
10. Adjournment – Council Member Sellars moved to adjourn. Council Member Shell seconded. Motion unanimously approved 7 – 0.

**RESOLUTION IN SUPPORT OF  
PROJECT RABBIT  
TO EXPAND A MANUFACTURING FACILITY  
IN THOMASVILLE, NORTH CAROLINA**

WHEREAS, Project Rabbit is considering expanding their operations in Thomasville, North Carolina with an expansion of an existing facility; and

WHEREAS, Project Rabbit proposes to invest approximately \$1.8 million and to create at least 31 new full time jobs, over the next two years, when the company's expanded facility is fully operational; and

WHEREAS, Project Rabbit proposes an expansion of an existing building to suit the needs of the company's proposed expansion; and

WHEREAS, Project Rabbit's plans conform with all applicable state and local ordinances and policies.

NOW, THEREFORE, BE IT RESOLVED by the City of Thomasville

Section 1: The City of Thomasville supports the expansion of Project Rabbit in Thomasville, and confirms that its plans are consistent with and conforms with state and local laws, plans and policies.

Section 2: The City of Thomasville endorses the application of Project Rabbit to request \$155,000 of financial support from the North Carolina Department of Commerce, Rural Economic Development Division, Rural Grants/Programs, to assist in the funding of Building Reuse to serve Project Rabbit.

Section 3: The City of Thomasville will provide a cash match of 5% of the amount requested from the North Carolina Department of Commerce, Rural Economic Development Division, Rural Grants/Programs, Building Reuse Application.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

(seal)



CITY OF THOMASVILLE  
Grant Project Ordinance

BE IT ORDAINED by the Thomasville City Council that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project is hereby adopted:

Section 1. The project authorized is the American Rescue Plan Act (ARPA) – Coronavirus Local Fiscal Recovery Funds (CLFRF) Grant Project described in the work statement contained in the grant agreement between this unit and the U.S. Department of the Treasury.

Section 2. The officers of this unit are hereby directed to proceed with the Grant Project within the terms, rules and regulations of the funding agreement, and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this project:

045-0000-322-0605	Federal Grants/ARPA	\$7,085,326.00
045-0000-322-0605	Federal Grants/ARPA	\$1,111,500.00
045-0000-322-0605	Federal Grants/ARPA (Unassigned)	\$ 296,142.00
Total		\$8,492,968.00

Section 4. The following amounts are appropriated for this project:

045-9010-505-6100	Transfer to General Fund	\$ 5,850,460.00
045-7010-573-6030	Transfer to Water & Sewer Fund	\$ 695,069.00
045-6221-503-6031	Transfer to Golf Course Fund	\$ 539,797.00
045-7097-573-6061	Transfer to W/S Capital Proj. Fund	\$ 325,000.00
045-7098-573-6061	Transfer to W/S Capital Proj. Fund	\$ 786,500.00
045-4210-512-4501	Contractual Services (Unassigned)	\$ 296,142.00
Total		\$8,492,968.00

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and federal and state regulations.

Section 6. Requests for funds should be made in an orderly and timely manner as funds are obligated and expenses incurred.

Section 7. The Finance Officer is directed to report timely on the financial status of each project element in Section 4 and on the total revenues received or claimed.

**Section 8.** The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this Grant Project in every budget submission made to this Council.

**Section 9.** Copies of this Grant Project Ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

ADOPTED this 21<sup>st</sup> day of November, 2022

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# Budget Amendment

**To:** City Manager  
**From:** Finance Director  
**Date:** 11/8/2022  
**Re:** 2022-23 ARPA Grant Budget Amendment

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This ARPA grant budget amendment requires Council approval and is necessary to recognize revenue in the special revenue fund (Fund 045) and transfer appropriated funding to the proper fund. All interfund transfers must be budgeted, and the expending fund must have a budget. According to guidance from the UNC School of Government and N.C. Dept. of State Treasurer, ARPA grant funds must first be accounted for in a special revenue and then transferred to the expending fund. Budget authorization automatically carries forward into new budget years.

The amendment transfers already approved ARPA funding for supplanting Police Dept. salaries, totaling \$950,000, for the purchase and improvement of the Kern Street School property. The project costs will now be paid directly from the General Fund, not ARPA funding, which will remove any restrictions on sale of the property at a future date. The amendment also transfers \$324,000 from the ARPA Special Revenue Fund to the Golf Course Fund for the purchase of 72 lithium ion battery-powered golf carts, \$960,203 from the special revenue fund to the General Fund and \$528,945 to the Water/Sewer Enterprise Fund for the purchase of capital equipment.

# ARPA Budget Amendment

## November 2022 - ARPA Grant

### Budget Amendment

010-0000-380.62-00	Transfers from ARPA	\$	960,203	Increase Revenue	General Fund
010-4210-512.45-01	Contracted Services/Professional	\$	950,000	Decrease Appropriation	General Fund
010-5660-534.74-00	Capital Outlay/Equipment	\$	420,000	Increase Appropriation	General Fund
010-5630-534.74-00	Capital Outlay/Equipment	\$	90,000	Increase Appropriation	General Fund
010-5510-534.74-00	Capital Outlay/Equipment	\$	40,000	Increase Appropriation	General Fund
010-5310-524.74-00	Capital Outlay/Equipment	\$	126,203	Increase Appropriation	General Fund
010-5110-524.74-00	Capital Outlay/Equipment	\$	249,000	Increase Appropriation	General Fund
010-4710-514.74-00	Capital Outlay/Equipment	\$	35,000	Increase Appropriation	General Fund
010-5110-521.02-01	Salaries/Full-Time	\$	950,000	Increase Appropriation	General Fund
<b>Total: General Fund</b>		<b>\$</b>	<b>1,910,203</b>		
030-0000-380.62-00	Transfers from ARPA	\$	528,945	Increase Revenue	W/S Enterprise Fund
030-7096-574.74-00	Capital Outlay/Equipment	\$	528,945	Increase Appropriation	W/S Enterprise Fund
031-0000-380.62-00	Transfers/ARPA Funds	\$	324,000	Increase Revenue	Golf Course Fund
031-6221-554.74-00	Capital Outlay/Equipment	\$	324,000	Increase Appropriation	Golf Course Fund
010-4210-512.45-01	Contractual Services	\$	296,142		
Unassigned amount					



# Budget Amendment

**To:** City Manager

**From:** Finance Director

**Date:** 11/9/2022

**Council Budget Amendment Reference #:** 2023 – P5 - 01

**Re:** 2022-2023 Budget Amendment

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The amendment transfers \$950,000 from the full-time salaries line item in the Police Dept. to the Administration Dept. for the cost of purchasing the Kern Street School property and improving the building and grounds. ARPA funds are being used to supplant salary costs in the Police Dept. for six payroll pay dates in FY 2023 (10/7/2022, 9/23/2022, 9/9/2022, 8/26/2022, 8/12/2022, and 7/29/2022). As a result, \$950,000 in General Fund salary costs are available for transfer to purchase and repair the building and grounds. The amendment also appropriates \$3,259 of insurance proceeds in the Streets Division of Public Works for damage to a tractor. In the Water/Sewer Fund, the amendment transfers funding to the Maintenance/Construction Division to fund the additional cost of budgeted vehicles. Finally, the amendment appropriates \$15,000 from Contingency to fund consultant costs for the 7 West Guilford Street committee/project and \$8,667 from Contingency to cover the annual cost of cyber-insurance. We budgeted a 25% increase from prior year (\$11,012), but the lowest cost policy available, based on our risk level, was \$19,927 – an unprecedented increase. The remaining balance in General Fund Contingency is \$251,333.

## GENERAL FUND

### INCREASE REVENUE

010-0000-383.01-00

Refunds/Insurance Proceeds

\$ 3,259.00

DECREASE APPROPRIATION

010-5110-521.02-01	Salaries/Full Time	\$ 950,000.00
010-9010-505.58-00	Unallocated/Contingency	\$ 15,000.00
010-9010-505.58-00	Unallocated/Contingency	\$ 8,677.00
Total		\$ 973,677.00

INCREASE APPROPRIATION

010-4210-514.73-00	Capital Outlay/Other Improvements	\$ 950,000.00
010-5630-532.15-04	Maintenance & Repairs/Vehicles	\$ 3,259.00
010-4110-512.45-01	Contracted Services/Professional	\$ 15,000.00
010-4710-521.54-00	Insurance & Bonds	\$ 8,677.00
Total		\$ 976,936.00

**WATER/SEWER ENTERPRISE FUND**

DECREASE APPROPRIATION

030-7095-574.74-00	Capital Outlay/Equipment	\$ 34,600.00
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INCREASE APPROPRIATION

030-7096-574.74-00	Capital Outlay/Equipment	\$ 34,600.00
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## INTEROFFICE MEMORANDUM

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To: Michael Brandt, City Manager

Cc: File

From: Alisa T. Quick, Human Resources Director 

Re: Recommendation to Revise Article XI Section 4 Eligible Travel Expense Policy

Date: November 2, 2022

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The recent trend of the post-pandemic return to professional travel and in-person meetings for official City business prompted a review of our employment policies related to travel expenses. Upon review of our existing **Eligible Travel Expense Policy (Article XI, Section 4)**, it was noted that some language and current reimbursement rates as stated are outdated. My recommendation is that we update the policy to include language that is applicable to the current standard of expectations for eligible expenses based on recommendations of the United States General Services Administration (GSA).

The existing policy and the proposed policy are attached for review. The proposed revisions include:

- Removing specific dollar amounts so that the rates remain consistent with GSA's standards (these rates are periodically changed on a national and local level);
- Removing specific meal times and travel times (to allow more flexibility as needed);
- Adding language referring directly to the U.S. General Services Administration as a source of current rates; and
- Clarifying language referring to the State of North Carolina's GSA's travel per diem standard rates for in-state travel.

The proposed policy would be subject to periodic review and revision as appropriate in the future.

**CURRENT POLICY**

**Article XI. Travel and Transportation Expenses**

**Section 4. Eligible Travel Expense**

Expenses for lodging and other expenses incurred while traveling away from home and related to official duties, are eligible for reimbursement if, reasonable and supported by receipts. Travel items eligible for reimbursement are as follows:

- 1) Meals served as part of a meeting, convention or conference will be reimbursed at actual cost.
- 2) Actual cost of lodging at the single room rate if supported by receipts.
- 3) Employees are required to obtain governmental rates whenever possible.
- 4) Telecommunications expenses that are related to official business.
- 5) Transportation expenses that are ordinary and necessary while conducting official business for the City.
- 6) Tips associated with the costs listed above, as noted on memoranda of actual expenditures.
- 7) Tolls, Parking fees.

Expenses incurred for personal entertainment are not allowable.

Subsistence reimbursement rates are as follows for travel:

Breakfast	\$ 8.00
Lunch	\$12.00
Dinner	\$20.00
Per Diem	\$40.00

Receipts for meals are required; however, the above rates are maximum per diem. If travel requires a portion of a day, the maximum reimburses will be per meal or a total of two appropriate meals.

The employee must leave before 7:00 a.m. to be reimbursed for breakfast. If an employee is out of town on City related business for a full day, they can be advanced or reimbursed \$40.00 per day. If an employee will be on City related business travel for a



portion of a day, the maximum reimbursement will be per meal or a total of the two appropriate meals. The employee must return to Thomasville after 6:00 p.m. to be reimbursed for a full day or the evening meal if less than a full day. The employee must return to Thomasville after 1:00 p.m. to be reimbursed for lunch.

For travel outside of the state, the City will use the federal rates published by the US General Services Administration. A schedule of those rates can be found at [WWW.GSA.GOV](http://WWW.GSA.GOV). Once on GSA's website, click the Per Diem Rates under the most requested links.

Receipts for meals are required to avoid IRS treatment of reimbursement as income, however, the above rates are maximum rates and additional reimbursement for meal costs will not be paid.

## **PROPOSED POLICY**

### **Article XI. Travel and Transportation Expenses**

#### **Section 4. Eligible Travel Expense**

Expenses for lodging and other expenses incurred while traveling away from home and related to official duties, are eligible for reimbursement if, reasonable and supported by receipts. Travel items eligible for reimbursement are as follows:

- 1) Meals served as part of a meeting, convention or conference will be reimbursed at actual cost.
- 2) Actual cost of lodging at the single room rate if supported by receipts.
- 3) Employees are required to obtain governmental rates whenever possible.
- 4) Telecommunications expenses that are related to official business.
- 5) Transportation expenses that are ordinary and necessary while conducting official business for the City.
- 6) Tips associated with the costs listed above, as noted on memoranda of actual expenditures.
- 7) Tolls, Parking fees.

Expenses incurred for personal entertainment are not allowable. Subsistence reimbursement rates for travel expenses, including per diem rates, are aligned with the federal rates established by the U.S. General Services Administration (GSA).

Receipts for meals are required. If travel requires a portion of a day, the maximum reimbursements will be per meal or a total of two appropriate meals (breakfast, lunch and or dinner).

If an employee is traveling and working out of town on City related business for a full day, they can be advanced or reimbursed in the amount equal to the GSA per diem rate for each day. If an employee will be on City related business travel for a portion of the day, the maximum reimbursement will be per meal or for a total of two meals as appropriate.

For travel in-state, the City will apply the per diem rate established by the GSA, Standard Rate for NC.



For travel outside of the state, the City will use the federal rates published by the US General Services Administration for the city and state, if the city is not listed, the City will use the standard rate for the state. Access a schedule of those rates at

[WWW.GSA.GOV](http://WWW.GSA.GOV)

Receipts for meals are required to avoid IRS treatment of reimbursement as income, however, the above rates are maximum rates and additional reimbursement for meal costs will not be paid.



## Memo

**To:** Personnel & Finance Chair

**From:** Recreation Department

**For:** Consideration for Committee Meetings

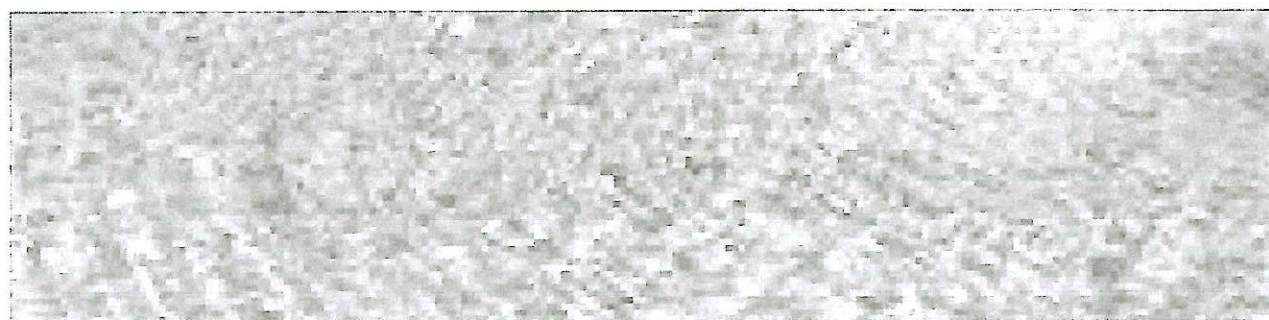
11/01/2022

### Recreation

#### 1. Aqua Tech Contract

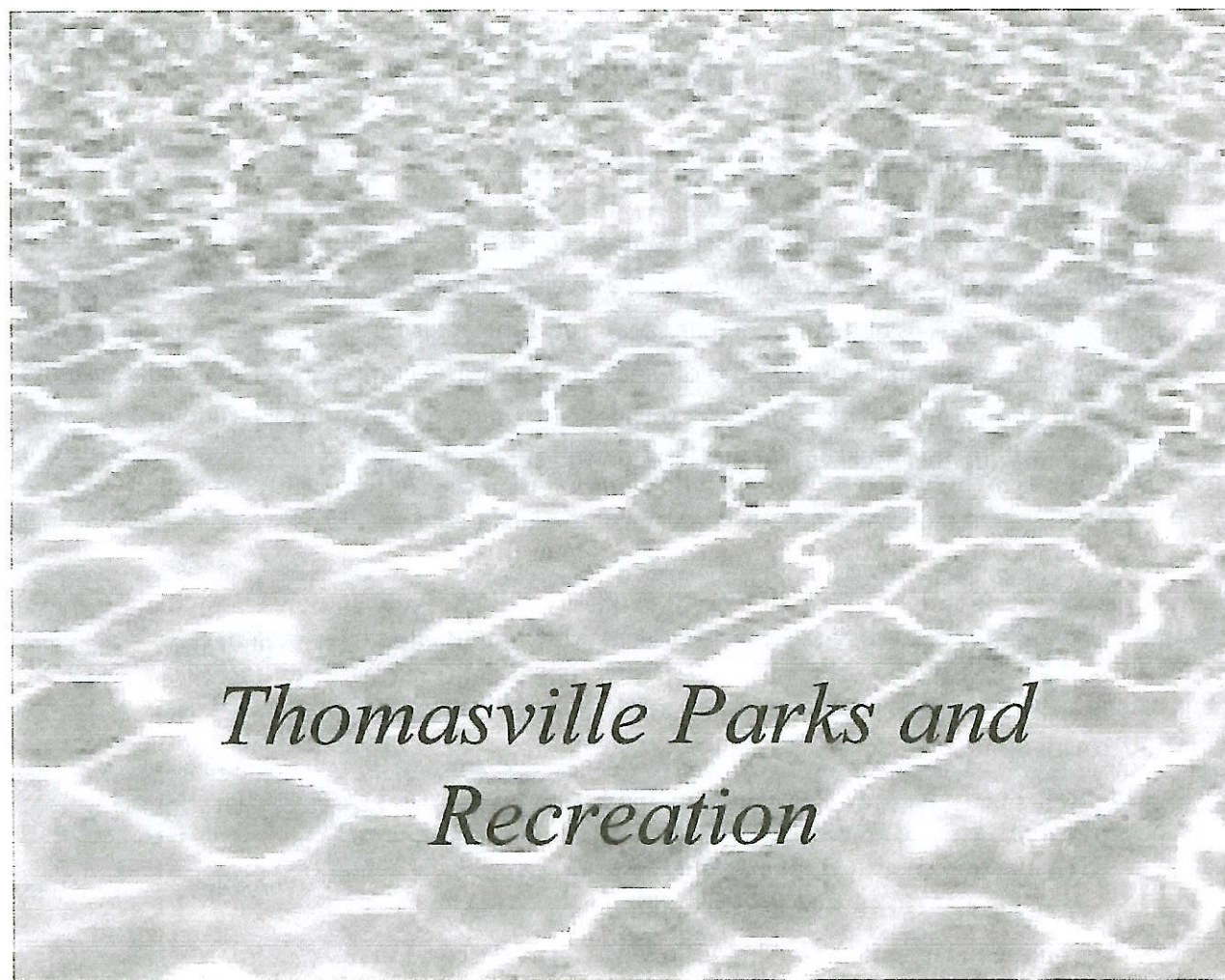
- We would like to present the proposed contract for the pool management company. Aqua Tech would oversee the maintenance of the pool as well as provide pool specific staff. This would include our lifeguards and our pool managers. The contract is for annual service meaning the water and pool are maintained in the off-season as well. The company recruits local residents to fill the positions but also has a network throughout the triad to assist in operations if needed. The amount due this fiscal year is budgeted in the current budget.





# AQUATECH

P O O L   M A N A G E M E N T   G R O U P



*Thomasville Parks and  
Recreation*

# CHARLOTTE TRIAD TRIANGLE POOL MANAGEMENT CONTRACT

**THIS AGREEMENT**, made and entered into this, the 5<sup>th</sup> day of October, 2022 by and between **AQUA TECH POOL MANAGEMENT-TRIAD, LLC** (hereinafter "AQUA TECH") and **Thomasville Parks and Recreation** (hereinafter "OWNER").

1. AQUA TECH agrees to manage OWNER's pool and provide the services and supplies as set forth herein.
2. OWNER agrees to provide AQUA TECH equipment and assistance and to pay AQUA TECH timely as set forth herein.
3. **PAYMENTS:** AQUA TECH hereby agrees to perform the work and services set forth for the price of \$129,500.00 + applicable taxes for the 2023 swim season upon specifications, conditions and terms as set forth herein.
  - a. 5% - February 1st
  - b. 5% - March 1st
  - c. 10% - April 1st
  - d. 10% - May 1st
  - e. 10% - June 1<sup>st</sup>
  - f. 10% - July 1<sup>st</sup>
  - g. 25% - August 1<sup>st</sup>
  - h. 25% - September 1<sup>st</sup>
  - Any payment, which shall remain outstanding in excess of thirty (30) days shall accrue interest on the full outstanding balance, from the date such was first due, at the rate of one and one half percent (1.5%) per month.
  - A notice of delinquency will be sent to the OWNER for any amounts delinquent beyond thirty (30) days. The notice shall request immediate payment of the delinquent balance. The notice shall also state that the OWNER will be responsible for all costs of collection, attorney's fees, administrative fees and interest charges on all delinquent amounts.
  - Unless otherwise specifically agreed in writing by AQUA TECH, partial payments will be applied in the order first to last as follows: (1) attorney's fees, (2) collection costs, (3) interest charges, (4) administrative fees, (5) principal arrearage, and (6) current principal due.
  - This policy is intended as a guideline for AQUA TECH to facilitate its collection efforts. Failure of AQUA TECH to strictly adhere to the provisions herein shall not be deemed a waiver or abandonment of its right to collect principal arrearage, attorney's fees, collection costs, interest charges, administrative fees and current principal due.



- AQUA TECH reserves the right to disrupt and/or terminate service during any period in which OWNER has a balance that is beyond forty-five (45) days past due.

4. **DATES AND HOURS OF OPERATION/STAFFING:**

**May 27 - June 9, 2023**

Saturday	11:00 am – 7:00 pm	6 lifeguards and 1 pool manager
Sunday	11:00 am – 7:00 pm	6 lifeguards and 1 pool manager
Monday - Friday	4:00 pm – 7:00 pm	6 lifeguards and 1 pool manager
Memorial Day	11:00 am – 7:00 pm	6 lifeguards and 1 pool manager

**June 10 – July 31, 2023**

Sunday - Saturday	11:00 am – 7:00 pm	6 lifeguards and 1 pool manager
Sunday	11:00 am – 7:00 pm	6 lifeguards and 1 pool manager
Monday - Friday	11:00 am – 7:00 pm	6 lifeguards and 1 pool manager
July 4th	11:00 am – 7:00 pm	6 lifeguards and 1 pool manager

**August 1- September 4, 2023**

Saturday	11:00 am – 7:00 pm	4 lifeguards and 1 pool manager
Sunday	11:00 am – 7:00 pm	4 lifeguards and 1 pool manager
Monday - Friday	4:00 pm – 7:00 pm	3 lifeguards and 1 pool manager
Labor Day	11:00 am – 7:00 pm	4 lifeguards and 1 pool manager

AQUA TECH recommends that supervision by certified personnel be required for any use of the pool. OWNER agrees to indemnify and hold AQUA TECH harmless for any claims arising from the use of the pool(s) other than during those times specified above.

Note: No changes in operating dates or times will be permitted after April 1<sup>st</sup> with the exception of extending the pool season as outlined below.

5. **POST- LABOR DAY (If not currently included in agreement):** At the option of the OWNER, AQUA TECH will staff and maintain the pool and provide all necessary services to allow swimming after Labor Day. The OWNER will notify AQUA TECH in writing by August 12<sup>th</sup> concerning Post-Labor Day opening. The cost for Post-Labor Day operation **not covered by this Agreement** will be \$100.00 for each day (including days the pool is closed) from Labor Day through the final day the pool is open for swimming, plus \$35.00 per labor hour for time worked on or before September 18. The cost for Labor hours after September 18<sup>th</sup> shall be \$40.00 per labor hour. The amount shall be payable to AQUA TECH on or before September 1<sup>st</sup> with written notice. This cost is extra to the Agreement in addition to the fees as provided herein after.
6. **PRE-SEASON OPENING:** AQUA TECH agrees to make pool “ready to swim” by completing the following services:
- remove pool cover (if applicable)
  - vacuum pool
  - clean pool deck of loose debris (pressure washing provided at an additional cost)
  - inspect chemical feeders (report problems as needed)
  - inspect all filtration equipment (report problems as needed)
  - inspect flow meters, pressure gauges, and valves (report problems as needed)
  - mount diving boards, guard chairs, and ladders (report problems as needed)



- h. clean bath house
- i. inspect underwater lights (report problems as needed)
- j. set up and clean pool deck furniture (pressure washing provided at an additional cost)
- k. order, store and inject all necessary chemicals to establish proper levels for:

free chlorine	2.0 – 5.0 ppm
total alkalinity	80 - 120 ppm
pH	7.2 - 7.8 ppm
calcium hardness	200-500 ppm
cyanuric acid	below 80

AQUA TECH is not responsible for the following unless otherwise contracted by OWNER to:

- a. pressure wash pool deck, sidewalks, entryways or other concrete.
  - b. pressure wash furniture.
  - c. pressure wash or clean pool house walls, breezeways or building exterior.
  - d. perform any treatments or cleanup of weeds and/or other landscaping.
  - e. perform pest control or prevention in or around pool area.
6. **PRE-SEASON SWIM TEAM PRACTICE:** If requested by the OWNER prior to April 1<sup>st</sup>, AQUA TECH shall have the pool ready for swim team practice earlier than the normal opening date with a one-time fee of \$250. Maintenance of the pool during such preseason swim practice period shall be the responsibility of the OWNER unless the OWNER has contracted separately with AQUA TECH. AQUA TECH shall stand ready to provide daily maintenance and chemical checks during this period at a rate of \$100 per day.
7. **PERMIT:** AQUA TECH will apply and obtain a Swimming Pool Operation Permit from the local health department. There will be a \$100 processing fee in addition to the county permit fee.
- AQUA TECH shall:
- a. clean and chemically balance pool to local health department standards
  - b. complete the Operating Permit Application and return it to the health department with the permit fee (paid by OWNER). This will include the Pool Drain and Safety Compliance form. AQUA TECH will provide estimates for any additional data required for compliance.
  - c. assist OWNER with identifying and completing all necessary repairs, as needed
  - d. schedule pre-season Health Department inspection and secure permit
8. **POOL OPERATIONS:** AQUA TECH agrees to furnish a Pool Manager, certified lifeguards, and other personnel as required to operate the pool. All personnel hired by AQUA TECH will be employed by AQUA TECH and will be considered employees of AQUA TECH.
9. **POOL STAFF:** The pool shall be staffed by certified lifeguards at all times (unless otherwise specified), from open to close. It is permissible during the scheduled "adult swim" for the lifeguard(s) to take a break (See Break). OWNER agrees that at single guard facilities safety is of the first and foremost concern. OWNER understands that ancillary duties such as cleaning, monitoring check in stations, and checking tags may be compromised during times of peak usage.
10. **BREAK:** Once every hour the pool may be cleared for a period of ten (10) minutes, fifteen (15) minutes when only one (1) lifeguard is on duty. During this break, the pool manager and



the lifeguards will not be on duty and the facility shall be deemed "swim at your own risk". Safety during these break times shall be the responsibility of the OWNER. The pool manager, lifeguards, or AQUA TECH shall not be responsible for patrons using the pool during said break. In addition to checking restrooms and water chemistry, lifeguards are permitted to eat, use the restroom, and attend to other tasks they are unable to perform while "on duty".

11. **CLEANING:** Cleaning and maintenance work will be completed before opening and after closing each day the pool is open, and when pool attendance is considered "light".
12. **VANDALISM:** Additional reasonable charges for cleanup required as the result of vandalism shall be paid by OWNER to Aqua Tech, provided such charges have been approved by OWNER. If there is broken glass inside of the pool area, AQUA TECH, as directed by local regulatory agency, will always suggest pool be completely drained and cleaned. If OWNER declines the option to drain and clean pool, AQUA TECH will make every effort to ensure no glass gets missed, but shall not be held liable for any claims or injury resulting from broken glass.
13. **SUPERVISION:** AQUA TECH Pool manager will inspect the pool (and facilities) at least five times each week during the full-time operation of the pool. Additional inspections and/or visits to the pool will be made by AQUA TECH Regional Director and Area Manager as needed to assure OWNER's and AQUA TECH's satisfaction with work being done at the pool.
14. **ADDITIONAL LIFEGUARDS:** AQUA TECH requires lifeguards for special events and after-hours parties at the request of the OWNER, and subject to the following:
  - Lifeguard hours provided by AQUA TECH, other than those specified in this contract, shall be billed at a rate of \$30.00 per lifeguard hour.
  - For parties or special events, OWNER is required to use AQUA TECH lifeguards, if they are available. However, OWNER assumes full responsibility and liability for the pool in the event any individuals are within the pool area when the AQUA TECH lifeguards are not scheduled to work according to the policies and recommendations set forth herein. OWNER agrees to indemnify and hold AQUA TECH harmless for any and all claims for damages or injuries, or both, arising from the use of the pool during hours other than those specified in this Agreement unless AQUA TECH's lifeguards have been scheduled according to the policies and recommendations set forth herein.
  - For parties or special events OWNER is responsible for giving AQUA TECH fourteen (14) days prior written notice as to:
    - a. the date and time of the function
    - b. the number of people estimated to attend
    - c. the general age group of the people scheduled to attend
    - d. whether alcoholic beverages will be permitted at the party
    - e. any special admission instructions
    - f. how many lifeguards are needed
  - Any time spent by AQUA TECH personnel cleaning up after use by any special group or



party will involve additional charges.

- There is no guarantee that additional staffing will be available for pool parties and/or community events.
- No lifeguard(s) shall be provided by AQUA TECH beyond the hour of 12:00 a.m.

Swimmer to Lifeguard Ratio:

1 to 25 swimmers	1 lifeguard
26 to 50 swimmers	2 lifeguards
51 to 75 swimmers	3 lifeguards
76 or more swimmers	4 lifeguards

15. **INSTRUCTIONS:** Swimming instruction will be provided by AQUA TECH or authorized agent for the OWNERS's members. AQUA TECH shall have rights to swimming lessons at OWNERS's pool during the term of this Agreement. Outside agencies approved by the OWNER shall also have the rights to teach swimming lessons.
16. **INCLEMENT WEATHER:** AQUA TECH will keep at least one (1) lifeguard at the pool until two hours before closing time during inclement weather. At such time, if the weather is still unsuitable for swimming, the pool will be closed for the day. If conditions warrant, an exception to "two hours before closing time" may be approved by AQUA TECH Manager and OWNER or OWNER approved representative. AQUA TECH shall have the right to close the pool early in the event of severe weather, as defined by the National Weather Service. AQUA TECH shall have the right the reduce number of staff members at the pool during an extended period where bather counts do not justify normal staffing. This shall not require any change or adjustment in any of the provisions of this Agreement including payments.
17. **MINIMUM SAFETY STANDARDS:** OWNER agrees and acknowledges that it is the OWNER's responsibility and duty to operate OWNER's pool within the established minimum safety standards. The National Spa and Pool Institute "Minimum Standards for Public Pools", the National Electrical Code, and any and all local health and building codes shall be used as minimum standards for safety herein.
  - AQUA TECH shall verify that OWNER's pool is in compliance with minimum standards in the following areas:
    - a. Pool deck free of trip hazards, and equipped with all necessary depth marking.
    - b. Safety equipment: ring buoy(s), shepherd's hook(s), first aid kit, safety rope
    - c. Proper signage as required by governing body.
    - d. Compliance with all current National Electric Code (NEC) guidelines including:
      1. GFI circuit breakers for underwater pool lights.
      2. GFI circuit breakers for all pool pumps.
      3. Proper lighting in rooms where guests and operator will be present.
      4. Proper bonding of pool pumps, handrails, ladders and other equipment.
      5. Proper functionality of required exhaust fans or ventilation systems.
      6. Proper functionality of GFI receptacles inside and outside of pool house.
      7. Proper functionality of underwater lights and perimeter lighting.
        - i. Only if night swimming or swimming near listed time of sunset is permitted.



8. Note: An electrical safety inspection may be required to ensure pool meets current NEC guidelines.
  - e. Compliance with all necessary OSHA requirements including:
    1. An eyewash station capable of supplying a steady stream of solution for 15 minutes.
    2. All Personal Protective Equipment (PPE) necessary for handling pool chemicals.
  - f. Compliance with Fire Marshall Inspections and/or local fire code including:
    1. Any required inspections, chemical permits or associated fees will be the responsibility of the OWNER.
    2. Any fire safety or facility safety related items including but not limited to; signage, fire extinguishers, access/entrance control, egress, or chemical storage requirements is the responsibility of the OWNER.
  - g. Compliance with the Virginia Graeme Baker Pool and Spa Safety Act regulating swimming pool main drain and equalizer covers.
  - Payment for work and equipment to bring OWNER's pool within minimum standards on the above items shall be the responsibility of OWNER.
  - AQUA TECH shall have the right to cancel this Agreement, without penalty, if OWNER elects not to have pool brought up to minimum standards as defined above.
18. **WADING POOL (if applicable):** Use is restricted to those children 5 and younger, and they must be accompanied by an adult. The supervision and safeguarding of users of the wading pool shall be the responsibility of the adult accompanying the children using the wading pool. AQUA TECH agrees to maintain the wading pool and maintain proper water chemistry. AQUA TECH shall be responsible for enforcing OWNER's established and published pool regulations.
19. **POST-SEASON CLOSING:** The pool will be considered closed to swimmers per the attached schedule, and AQUA TECH will fulfill closing responsibilities. AQUA TECH will complete the following services, as applicable:
1. Water Quality
    - a. PH between 7.2-7.8
    - b. Free chlorine above 0.5 ppm
    - c. Total alkalinity between 80-120
    - d. Cyanuric acid below 80 ppm
    - e. Calcium Chloride greater than 200 ppm and below 500 ppm
    - f. Add algaecide to retard algae growth
  2. Winter Maintenance
    - a. pool will be visited one time per week
    - b. fill/ drain pools to proper water level
    - c. backwash filter tanks as needed
    - d. remove debris from pool
    - e. clean skimmer baskets
    - f. clean and straighten pump and chemical rooms
    - g. inspect chemical feeders and balance pool chemicals
    - h. blow deck

- i. store OWNER's furniture where designated by OWNER
  - j. remove and store all moveable ladders, lifeguard chairs, and diving boards and other equipment when required
  - k. drain and properly store all hoses
  - l. install pool cover
  - m. winterization of restrooms/pool house/cabanas not included
    - a. if needed can be performed at an additional charge
20. **PERSONNEL:** AQUA TECH agrees to pay the following for its employees, including all pool managers and lifeguards:
- a. wages
  - b. income tax withholdings
  - c. Social Security withholdings
  - d. state unemployment insurance
  - e. federal unemployment insurance
  - f. Worker's Compensation insurance
- All pool managers and lifeguards shall have Basic Lifeguarding Certificates, Lifeguard Training Certificates, or the equivalent, as well as Infant/ Child CPR and Adult CPR Certificates
  - Pool managers and lifeguards shall have the authority to discipline swimmers and any and all other persons within the pool facility within their best judgment and sole discretion consistent with the published and posted rules of OWNER and minimum safety standards as established herein.
  - AQUA TECH will train personnel. Personnel not performing up to the standards of the OWNER will be replaced by AQUA TECH in a timeframe agreeable to both OWNER and AQUA TECH.
  - Certified Pool Operator (CPO) will train all management personnel on independent mechanical and chemical operation of OWNER's facility.
  - Due to Federal Labor laws, AQUA TECH employees may be required to take a 30 minute break during their scheduled shift.
  - The number and hours of service of AQUA TECH's personnel assigned to perform the Management Services shall be determined by AQUA TECH in its sole discretion and absolute discretion. AQUA TECH shall have the right to reduce or increase the number of its personnel providing the Management Services from time to time without notice or consent of the OWNER, provided that such changes are reasonable and in connection with the safe operation of the pool. There will be no reduction in compensation should CONTRACTOR decide to reduce the number of personnel providing services.
  - Whereas, AQUA TECH will invest substantial resources to train and convey information concerning operational techniques and management procedures to its employees at the OWNER's facility and OWNER acknowledges that such information and investment is a valuable asset to AQUA TECH's business, OWNER agrees that no employee or former employee of AQUA TECH shall work at the OWNER's facility for a period of two (2) years



following the expiration or termination of this Agreement.

Various AQUA TECH personnel will be responsible for the following duties:

- a. lifeguarding and safety of all swimmers and visitors
- b. checking water chemistry and recording readings every hour
- c. maintaining chemical balance of pool water
- d. vacuuming pool regularly
- e. cleaning tiles around pool edge
- f. backwashing filter system
- g. cleaning and stocking bathhouses daily (professional cleaning recommended weekly)
- h. cleaning swimming pool area daily
- i. emptying trash and moving roll-outs to curb on designated days.  
**Trash shall be rolled out to the curb on the following day: \_\_\_\_\_**
- j. returning trash cans from curb no more than 24 hours after trash service
- k. straightening deck furniture and maintaining cleanliness on a daily basis
- l. raising and lowering of table umbrellas daily
- m. enforcing rules of OWNER as posted, for safety of OWNER members and guests
- n. assisting OWNER in collecting guest fees and administering written membership entrance policy

22. **WATER QUALITY:** AQUA TECH and its agents, employees, representatives, contractors will be responsible for maintaining the condition of the swimming pool water within the tolerances of the local health department while pool is open to swimmers.

- At no time will the water chemistry cause a failure of permission to operate the pool granted by local health departments. In the event the local health department revokes permission to operate pool due to poor water quality, OWNER shall be entitled to a partial refund of the contract price set forth herein computed by the following formula:
- Number of days closed times the average daily portion of the contract price (total price divided by number of days pool is to be in operation as determined by this Agreement).
- If, in the discretion of AQUA TECH, it is determined that the water quality is insufficient to properly operate the pool, AQUA TECH shall have the right to close the pool for such period of time as shall be necessary to correct the water quality. Any such closing shall entitle OWNER to a refund in accordance with the formula stated above.

23. **FACILITY ASSESSMENT:** AQUA TECH will perform a Pre/Post Season Facility Assessment for no additional fee by September 15<sup>th</sup>. AQUA TECH will provide the OWNER with recommendations for short-term as well as long-term needs of the facility. At the OWNER's request, AQUA TECH will perform any repairs listed in the survey.

24. **REPAIR WORK:** AQUA TECH shall stand ready to perform any repair work as needed, however, the OWNER shall have the option of using another contractor for repair work. Work will be billed as follows:

- a. AQUA TECH will perform minor repairs to the pool and recirculation system, as part of the



service provided in this Agreement; however, OWNER shall pay for parts and/ or materials as needed.

- b. Any repairs required as the result of AQUA TECH shall be paid for by AQUA TECH with no cost to the OWNER.
- c. For repair work wherein the cost does not exceed \$250.00, Aqua Tech shall invoice the OWNER.
- d. Any work or equipment in excess of \$250.00 to be provided by AQUA TECH or AQUA TECH'S Sub-Contractor's, shall be undertaken only upon authorization by the designated representative of OWNER. Upon authorization, AQUA TECH will perform work and invoice OWNER. In the event the OWNER elects not to have such work performed, AQUA TECH may cancel Agreement if the failure to have such work performed interferes with AQUA TECH's ability to carry out its responsibilities under this Agreement.
- e. AQUA TECH will advise the OWNER with regards to any necessary major repairs.

#### **AUTHORITY TO ACT IN CASE OF EMERGENCY:**

In the event of an emergency or imminent safety hazard as deemed by AQUA TECH Senior Management (Vice President or above), AQUA TECH will make every effort to contact OWNER representative prior to dispatch of technician(s). OWNER agrees to authorize any expense less than \$1,000.00 without the requirement for prior approval when prior approval could not be achieved. Emergencies that may require immediate action listed but not limited to those below:

- 1. Failures in pool systems that require immediate pool closure including:
  - i. Pump motors/circulation system
  - ii. Gates, barriers or access control systems.
  - iii. Electrical systems
  - iv. Plumbing systems
  - v. Main drains
- 2. Emergency repairs will be considered based on the following criteria:
  - i. If delays will cause residents or staff to be in immediate danger.
  - ii. If delays have the potential to cause an extended closure of the pool.
  - iii. If delays have the potential to cause additional damage to the facility.

#### **25. CHEMICALS AND SUPPLIES: AQUA TECH agrees to supply, at its expense:**

- a. All chemicals for safe and clean pool water throughout the summer, including chlorine, pH adjustment chemicals, calcium chloride, sodium bicarbonate, and chlorine stabilizer as needed. AQUA TECH reserves the right to bill OWNER additional for chemicals that are non-standard, such as phosphate removers, algaecides and water clarifier.
- b. A digital automated chemical controller to sense and dispense liquid chlorine and pH balancing chemicals 24 hours per day as needed. Includes installation, all necessary tanks, fittings, tubing and connectors. All replacement parts, tubing, and probes will be billed to the owner throughout the duration of this agreement. Unless agreed otherwise herein, AQUA TECH reserves the right to remove this equipment upon expiration or termination of this Agreement.
- c. Should pool possess a substantiated and abnormal water loss condition (defined as 1" of water loss, or more, over a 24-hour period) AQUA TECH shall bill OWNER for the additional sanitizing chemicals necessary to maintain proper water



chemistry.

d. The following pool and janitorial supplies:

toilet paper and paper towels  
trash can liners for the pool area and restrooms  
sponges  
scrub pads  
tile cleaner  
general purpose cleaner for patio furniture and other general cleaning needs

e. OWNER shall be responsible for providing, at no cost to AQUA TECH, other equipment and supplies such as:

leaf rake	return outlet covers
battery powered leaf blower	trash receptacles
light bulbs	clock
fire extinguisher	water testing reagents and comparator
water hoses	life line
hose nozzles	first aid kit
pool vacuum heads	pool brush
pool poles	broom and dustpan
pool vacuum hoses	mop and bucket
ring buoys	deck brush and squeegee
life hooks	lifeguard stands
pool signs	rescue tubes
skimmer baskets, weirs and lids	umbrellas for lifeguard stands
lockbox for keys; 3 sets of keys	

Any items from the above list that are not on site prior to 60 days before scheduled pool opening date shall be considered preapproved by OWNER and will be delivered to the pool and billed by AQUA TECH.

OWNER shall be responsible for lawn care and landscaping around the facility, including outside and inside of the fence line. Monthly weed and pest control around the pool deck is recommended.

f. Additional Chemicals: If additional chemicals are required to maintain or correct pool water chemistry due to a failure or breakdown of OWNER's equipment, environmental issues, or loss of water due to a defect in OWNER's pool or recirculation system (neither of which are attributed to negligence or other fault of AQUA TECH or agents), OWNER agrees to pay as an additional charge, the reasonable expense of all said additional chemicals.

26. ACCESS AND UTILITIES: OWNER will permit and maintain free access to the pool site, and upon signing this Agreement, OWNER will provide access keys (3 sets) to open any and all locks required to properly and safely operate the pool. OWNER shall also provide security



clearance and the necessary codes to disarm any alarm system. AQUA TECH shall keep and safeguard all keys, releasing keys only to authorized personnel. All keys provided AQUA TECH will be returned to OWNER in the event of termination of this Agreement.

OWNER further agrees to furnish without cost to AQUA TECH:

- water
- electricity
- 110 volt electrical outlet in pump room
- garbage pick-up service
- telephone access

27. **TELEPHONE:** OWNER shall be responsible for providing an operational emergency telephone accessible at the pool site. Per Health Department regulations, the pool must be closed if the emergency telephone is not operational. OWNER is responsible for having the emergency telephone in operation by **MARCH 1<sup>st</sup>**. Any pool inspections that must be rescheduled due to emergency phone not working will require a re-inspection fee of \$200 paid by OWNER. OWNER will be charged \$75 per visit each time an AQUA TECH employee is required to visit the pool to check if the phone is operational. The pool will not be guaranteed to open on time if the emergency phone is not operational. In the event of a telephone outage, AQUA TECH will try a new landline phone to determine if the phone itself is the problem. OWNER will be charged for any replacements of the emergency phone. Meeting phone company technicians, further diagnostics or troubleshooting are the responsibility of the OWNER or OWNER's representative.

28. **EMERGENCY CLOSING OF POOL:**

- OWNER and/ or AQUA TECH may close the pool in an emergency situation, whether the emergency is caused by breakdown of equipment, or by other causes outside of AQUA TECH's control; this shall not require any change or adjustment in any of the provisions of this Agreement. Should a time lapse more than ten (10) days be necessary to perform repairs and/ or restore pool to normal operations, AQUA TECH shall refund fifty (50) percent of the daily operating cost from the tenth day on. This refund will occur until such time as the pool is reopened for normal operation within thirty (30) days, OWNER may cancel this Agreement by written notice to AQUA TECH. Should the pool close due to AQUA TECH associated performance, for one day or more, AQUA TECH will refund 100% of the daily operation cost beginning on the second day of closure.
- OWNER agrees to provide an environment that is safe and crime free as is reasonable in connection with the safe operation of the pool and compliant with local, state and federal laws. AQUA TECH shall have the right to close the pool at any time should the safety of patrons or AQUA TECH's employees become compromised or threatened. Situations that warrant closure shall be determined at AQUA TECH's discretion but shall generally be defined as any imminent threat or danger, real or perceived that could potentially cause harm if not eradicated. Any such closures shall immediately be reported to OWNER. Un-remedied patterns, or repeated episodes may warrant, at AQUA TECH's discretion emergency closures.

29. **AQUA TECH INSURANCE/ LIABILITY:** AQUA TECH shall maintain and keep in full force the following coverage:

- a. Worker's Compensation insurance covering any persons engaged on behalf of AQUA



TECH in the performance of the terms of this Agreement who cannot demonstrate proof of Worker's Compensation insurance coverage.

- b. General liability and Umbrella insurance in the amount of \$10,000,000.00
- c. AQUA TECH agrees to supply copies of the certificates of insurance to OWNER verifying the above-mentioned insurance coverage. It is the responsibility of OWNER to provide all other insurance coverage
- d. AQUA TECH assumes no liability for damage or injury to persons or property arising from or caused by Acts of God. Except as to agents, employees, representatives, contractors of AQUA TECH, AQUA TECH assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcohol or other substances, whether legal or illegal. AQUA TECH shall not be liable or responsible for any injuries or damages that arise at any time during which AQUA TECH lifeguards were not in use unless caused by the negligence of AQUA TECH. Further, AQUA TECH shall not be held liable for any personal effects of any person or persons utilizing the pool facilities.

30. **OWNER INSURANCE/ LIABILITY:**

OWNER shall maintain and keep in full force and effect following coverage:

- a. Premises liability insurance
- b. Comprehensive general liability insurance in the amount of \$1,000,000.00 each accident and \$1,000,000.00 each person.

OWNER agrees to supply copies of the certificates of insurance to AQUA TECH verifying the above-mentioned insurance coverage.

31. **CANCELLATION:** OWNER shall have the right to cancel this Agreement based on AQUA TECH's non-performance of duties and responsibilities as listed below. Aqua Tech shall have the right to cancel this Agreement based on the OWNER's failure to fulfill their obligations.

- (1) OWNER shall notify AQUA TECH by certified mail of any problem regarding performance as detailed in this Agreement. Company shall have 48 hours following notification to remedy stated violation of contract.
- (2) If AQUA TECH fails to remedy violation and continues to not perform as detailed in this Agreement; OWNER may terminate Agreement by providing five (5) days' written notice to AQUA TECH by certified mail.
- (3) In the event that OWNER terminates contract by procedure stated above, the OWNER shall either be entitled to a refund for money paid in advance or shall be responsible for a balance owed to the AQUA TECH. Refund to be computed as follows:

A daily portion of the contract price shall be computed by dividing the total contract price by the number of days pool was to be open to members as determined by this Agreement. This daily price shall be multiplied by the number of days pool was operated under this Agreement. That amount shall be subtracted from the total amount of contract price paid to AQUA TECH by



OWNER as of termination date. The resulting figures shall either be the refund to which the OWNER is entitled or remaining balance owed to AQUA TECH.

- (4) Refund or balance owed shall be paid within five (5) business days after termination.
32. **TIME OF ESSENCE:** Time is of the essence with respect to the performance of each party's obligations under this Agreement.
33. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of North Carolina.
34. **ENTIRE AGREEMENT, MODIFICATION, and BINDING EFFECT:** This Agreement constitutes the entire Agreement of the parties and supersedes any prior Agreements, understandings or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding upon and ensure to the benefit of OWNER and AQUA TECH and to their respective successors and assigns.
35. **SEVERABILITY:** If any term or provision of this Agreement of the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or application of such term or provision or persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
36. **AQUA TECH'S OPTION IN THE EVENT OF INCREASE IN INSURANCE PREMIUMS:** The parties agree as a result of the uncertain status within the liability insurance industry, should AQUA TECH's insurance premiums increase unreasonably, AQUA TECH may present a new contract amount to OWNER at least thirty (30) days prior to commencement of this Agreement, and said new Agreement shall supersede and replace this Agreement. OWNER shall have thirty (30) days from the date of the receipt of the new contract in which to accept or reject the new contract. In the event OWNER elects to reject the new Agreement, this Agreement may be terminated at the sole option of AQUA TECH.
37. **AQUA TECH'S OPTION IN THE EVENT OF CHANGE OF LAWS:** If there is a change in local, state or federal law (ie. minimum wage increase) concerning any cost aspect relating to this proposal, AQUA TECH may present a new Agreement to OWNER, which will supersede and replace this Agreement. OWNER shall have thirty (30) days from the date of receipt of the new Agreement in which to accept or reject the new Agreement. In the event the OWNER elects to reject the new Agreement, this Agreement may be terminated at the sole option of AQUA TECH.
38. **AQUA TECH'S OPTION IN THE EVENT OF INCREASE IN OPERATING COSTS:** If there is an increase of ten percent (10%) or more in any cost aspect (including necessary increases in wages paid to pool staff) relating to this proposal, AQUA TECH may present to OWNER a reasonable increase in the price of this Agreement based solely on AQUA TECH's additional cost of providing the services provided for herein. OWNER may, at its sole option, choose to refuse to pay an increase in price. In the event the OWNER elects not to pay the increase, this contract may be terminated with 10 days written notice to OWNER at the sole



option of AQUA TECH.

39. **ATTORNEY'S FEES:** In the event of legal action to enforce the rights of either AQUA TECH or OWNER under the terms of this Agreement, the parties agree that the prevailing party in said legal proceeding shall be entitled to receive as additional damages, any and all litigation expenses, including reasonable and prevailing attorney's fees.
40. **ACCEPTANCE:** Acceptance of this Agreement by OWNER through signatures below, and return of this Agreement along with any payments due hereunder will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.
42. **CONTRACT PRICING:** In our quest to be the best pool service provider in the region we ask that this contract be signed and returned to our office before September 30, 2022. This will insure we have time to properly staff and train the personnel for your pool. If not, we will present a new contract at your request at a later date with updated pricing.
43. **OWNER CONTACT PERSON:**  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**OWNER BILLING ADDRESS:**

Invoices may be sent through USPS or electronically via email, please select below:

Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
or  
Email: \_\_\_\_\_

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON**  
**QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31. AS AMENDED**

**WHEREAS**, a Petition requesting annexation of the area described herein has been received; and

**WHEREAS**, the Thomasville City Council has by Resolution directed the City Clerk to investigate the sufficiency thereof; and

**WHEREAS**, certification by the City Clerk as to the sufficiency of said petition has been made;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Thomasville, North Carolina:

**Section 1.** That a public hearing on the question of annexation of the contiguous area described herein will be held at 6:00 P.M., on the 19<sup>th</sup> day of December, 2022, at 7003 Ball Park Road, Thomasville, North Carolina.

**Section 2.** The area proposed for annexation is described as follows:

Being Tract III of DB 757 PG 651 located in Thomasville Township; Tract III being 54.595 acres, less and except approximately 307.00 square feet; and

Being all the tract of land containing 54.59 acres of land, more or less, located in Thomasville Township, Davidson County, N.C.; and being part of the land described in DB 757 PG 651; also being more particularly described as follows:

**TRACT III**

BEGINNING AT A 2½" EXISTING IRON PIPE IN THE SOUTHERN RIGHT OF WAY OF LAKE ROAD, SAID PIPE WITH THE NORTH CAROLINA GRID COORDINATES N: 768,120.59, E: 1,672,222.18 AND SAID PIPE BEING A COMMON CORNER WITH THE G&S HOSPITALITY INC PROPERTY; THENCE WITH THE G&S HOSPITALITY PROPERTY S 86°58'06" E FOR A DISTANCE OF 322.99 FEET TO AN EXISTING CONCRETE MONUMENT, SAID MONUMENT BEING A COMMON CORNER WITH THE HCP DG LLC KAR TRUST DG LLC PROPERTY; THENCE WITH THE AFOREMENTIONED PROPERTY S 04°30'11" W FOR A DISTANCE OF 151.26 FEET TO A POINT; THENCE S 04°30'11" W FOR A DISTANCE OF 87.66 FEET TO A ¾" EXISTING IRON REBAR, SAID REBAR BEING IN THE NORTHERN MARGIN OF INTERSTATE 85; THENCE WITH THE RIGHT OF WAY OF INTERSTATE 85 S 64°41'23"W FOR A DISTANCE OF 22.63 FEET TO A ¾" EXISTING IRON REBAR; THENCE S 64° 45' 19"



W FOR A DISTANCE OF 93.16 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE S 65°59'02" W FOR A DISTANCE OF 192.72 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1547.73 FEET AND A CHORD BEARING OF S 70°12'53" W FOR A DISTANCE OF 94.32 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE S 74°44'42" W FOR A DISTANCE OF 370.93 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE S 73°40'26" W FOR A DISTANCE OF 879.05 TO AN EXISTING CONCRETE MONUMENT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23068.23 FEET AND A CHORD BEARING OF S 70°46' 50" W FOR A DISTANCE OF 1436.56 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE S 67°38'47" W FOR A DISTANCE OF 365.89 FEET TO A ¾" EXISTING IRON PIPE, SAID PIPE BEING A COMMON CORNER WITH THE BRENDA H. WATERHOUSE PROPERTY; THENCE WITH THE WATERHOUSE PROPERTY N 37°55'52" W FOR A DISTANCE OF 345.40 FEET TO AN EXISTING RED OAK; THENCE N 15° 26' 58" W FOR A DISTANCE OF 78.71 FEET TO AN EXISTING CONCRETE MONUMENT, SAID MONUMENT BEING A COMMON CORNER WITH THE JERRY J. & MARTHA B. DOBY PROPERTY; THENCE WITH THE DOBY PROPERTY N 39° 14' 46" E FOR A DISTANCE OF 1321.18 FEET TO A DECAYED STUMP; THENCE N 51 °56' 22" W FOR A DISTANCE OF 473.58 FEET TO A POINT, SAID POINT IN THE CENTERLINE OF LAKE ROAD; THENCE WITH THE CENTERLINE OF LAKE ROAD S 64°28'27" E FOR A DISTANCE OF 179.12 FEET TO A POINT; THENCE S 65°16'47" E FOR A DISTANCE OF 103.60 FEET TO A POINT; THENCE S 66°24'24" E FOR A DISTANCE OF 38.91 FEET TO A POINT; THENCE S 72°09'31" E FOR A DISTANCE OF 147.03 FEET TO A POINT; THENCE S 80°21'01" E FOR A DISTANCE OF 98.25 FEET TO A POINT; THENCE S 81 °32'57" E FOR A DISTANCE OF 1080.10 FEET TO A POINT; THENCE LEAVING THE CENTERLINE OF LAKE ROAD S 07°29'18" W FOR A DISTANCE OF 25.64 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE S 15 °49' 13" W FOR A DISTANCE OF 36.34 FEET TO AN EXISTING CONCRETE MONUMENT, SAID MONUMENT BEING IN THE SOUTHERN RIGHT OF WAY OF LAKE ROAD; THENCE WITH THE RIGHT OF WAY OF LAKE ROAD S 81°58'24" E FOR A DISTANCE OF 200.08 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1492.39 FEET AND A CHORD BEARING OF N 84°20'40" E FOR A DISTANCE OF 728.82 FEET TO A POINT; THENCE N 70°12'40" E FOR A DISTANCE OF 239.83 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 54.59 ACRES MORE OR LESS.

**Section 3.** Notice of said public hearing shall be published in the High Point Enterprise, a newspaper having general circulation in the City of Thomasville, at least ten (10) days prior to the date of said public hearing.

Adopted this 17<sup>th</sup> day of November, 2022.

\_\_\_\_\_  
Raleigh York, Jr.  
Mayor

ATTEST:

\_\_\_\_\_  
Wendy S. Martin  
City Clerk



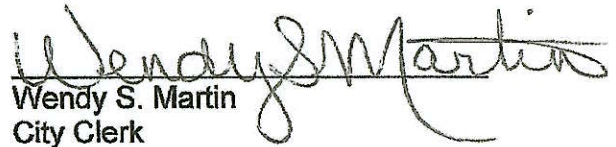
**CERTIFICATE OF SUFFICIENCY**

To the City Council of the City of Thomasville, North Carolina.

I, Wendy S. Martin, City Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G. S. 160A-31, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Thomasville, this 21<sup>st</sup> day of November, 2022.



  
Wendy S. Martin  
City Clerk

## **Martin, Wendy**

---

**From:** George, Chuck W.  
**Sent:** Monday, October 31, 2022 5:09 PM  
**To:** Martin, Wendy  
**Subject:** Re: Lake Road Annexation ASAP!  
**Attachments:** 20221031\_170850.pdf

Wendy,

The Planning and Engineer Department has reviewed the Voluntary Annexation of Lake Road. Apparent property Gap PER PB: 79, PG: 10 at the eastern property line. This gap will create unincorporated donut hole of approximately 2,500 square feet contiguous to the corporate limits and to the western property line apparent property overlap PER DB: 2444, PG: 1911.

The Old Lake Road (abandoned) shown on the plat need a petition to close the abandoned road located in our ETJ before development. Application sent by email to Attorney Scott Curry.

**Chuck George, CZO | Planning & Zoning Administrator**  
P 336-475-4255 | F 336-4754258  
City of Thomasville  
10 Salem Street, Thomasville, NC 27360  
P.O. Box 368, Thomasville, NC 27361-0368

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**From:** Martin, Wendy <Wendy.Martin@thomasville-nc.gov>  
**Sent:** Monday, October 31, 2022 9:57 AM  
**To:** Huffman, Morgan <Morgan.Huffman@thomasville-nc.gov>; George, Chuck W. <Chuck.George@thomasville-nc.gov>  
**Subject:** FW: Lake Road Annexation ASAP!

Good morning! Please reply ASAP so I can get this to Council Committees.

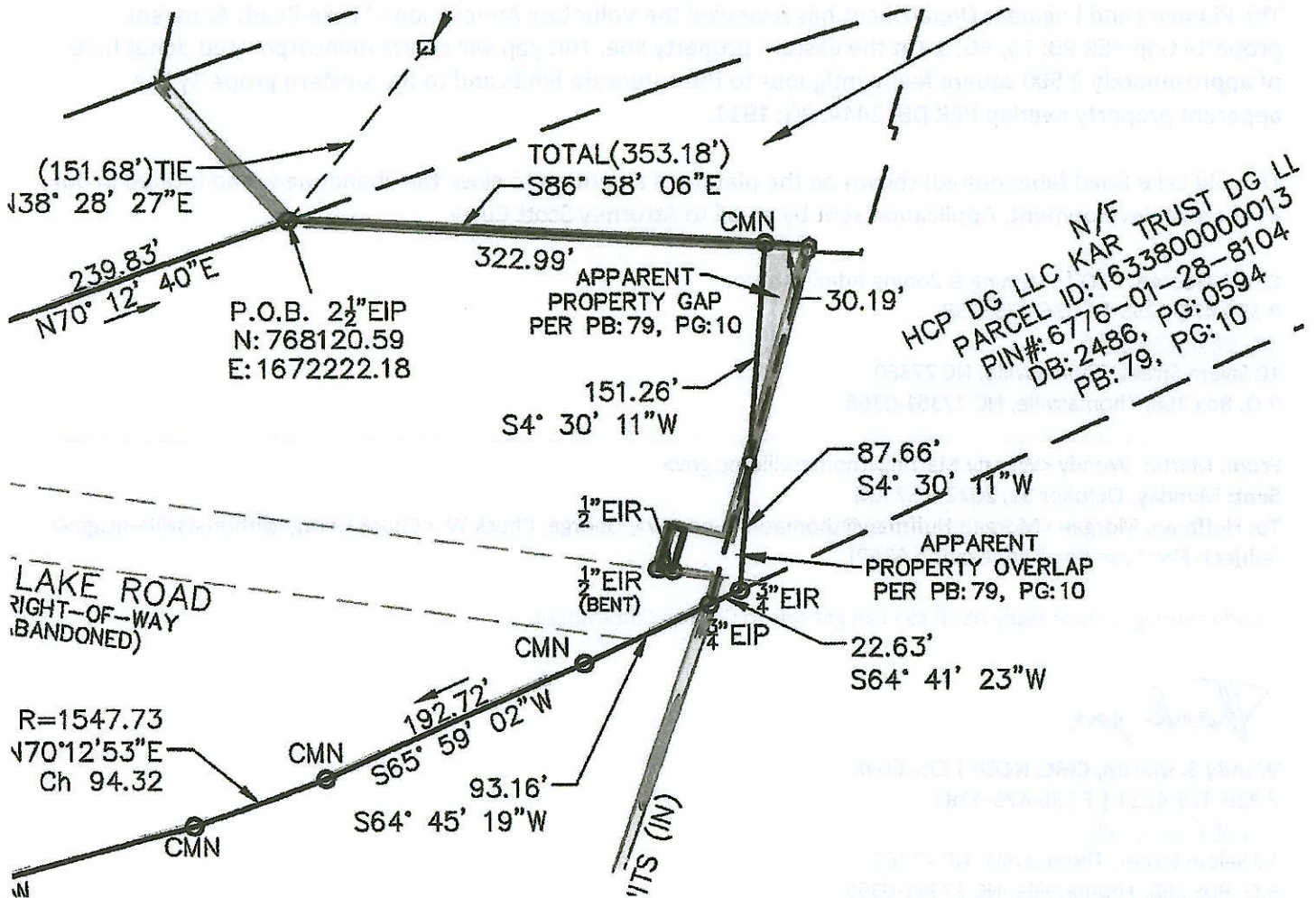
*Thank you,*

**Wendy S. Martin, CMC, NCCP | City Clerk**  
P 336-475-4214 | F 336-475-4283  
City of Thomasville  
10 Salem Street, Thomasville, NC 27360  
P.O. Box 368, Thomasville, NC 27361-0368

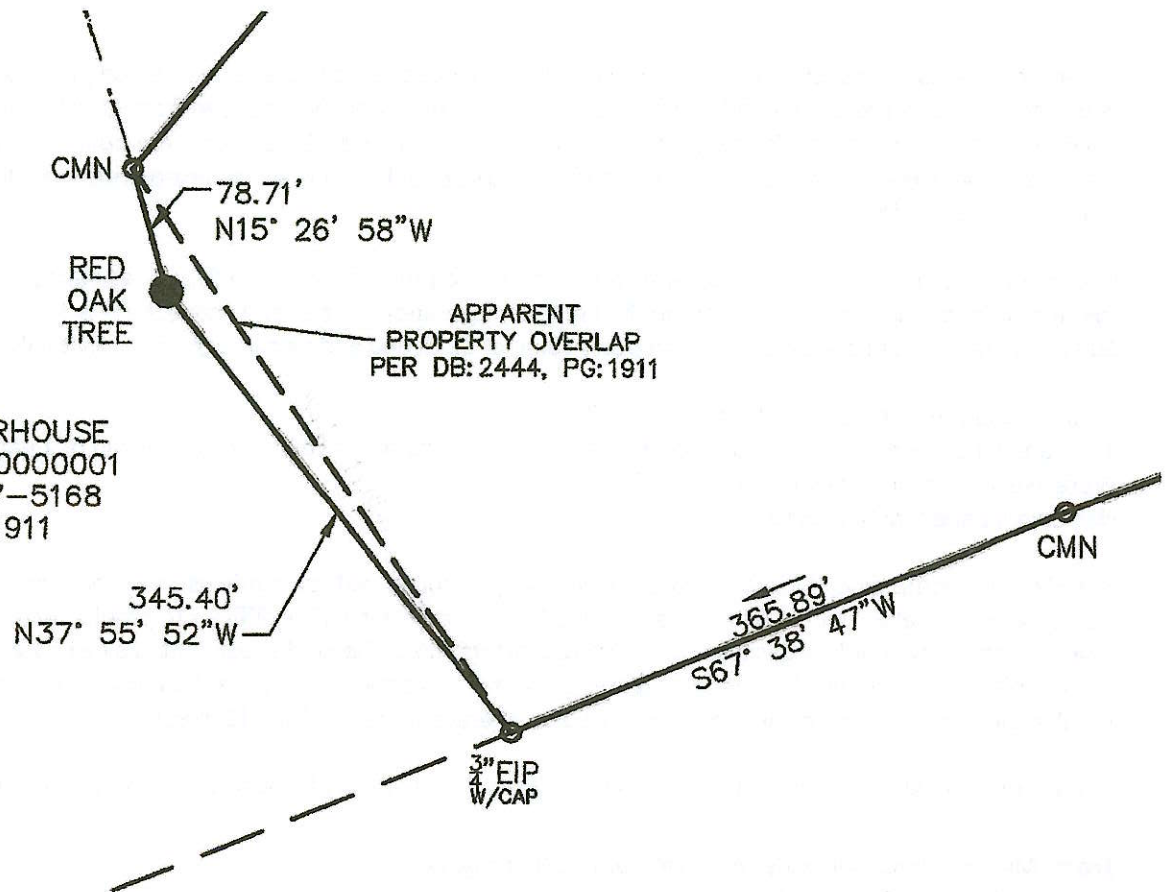


Click here for [COVID-19](#) information





N/F  
BRENDA H WATERHOUSE  
PARCEL ID: 1634600000001  
PIN#: 6766-02-87-5168  
DB: 2444, PG: 1911





**Martin, Wendy**

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**From:** Avant, Thomas  
**Sent:** Thursday, October 20, 2022 1:53 PM  
**To:** Martin, Wendy; Brandt, Michael  
**Cc:** Bowling, Eddie; Krpejs, Eric  
**Subject:** RE: Lake Road Annexation  
**Attachments:** Lake Road Annexation-Fiscal Impact Analysis.xlsx

Wendy and Michael,

I've attached a fiscal feasibility analysis template that Finance and Kelly Craver worked on prior to my arrival. I tweaked and slightly revised the format and figures based on the information I've received from Chuck (number of future residences) and Daryl (potential sanitation burden to service the area if residences are built). The worksheet also shows the water/sewer revenue generated on the potential households if they are annexed (inside city limits) or remain outside the city limits.

Chuck informed us that there are currently no residences on the land and that future residences could be townhome/apartment or both. Based on the limited information we currently have, here is an estimate of the impact of 500 future homes/units at an average property value of \$210,000 and an average of 3 individuals per household.

Total revenue from taxes and fees: \$1,244,887  
Total annual personnel expense of 1 solid waste crew (1 driver and 2 collectors) and value of 1 garbage truck: \$372,957  
Water/sewer fees lost if annexed: \$646,020  
Net Gain if annexed: \$225,910

Based on the home type, if the number of individuals per household (currently using 3) changes to 2, the net gain (@ \$210,000 home value ) would be reduced to \$42,448. As you can see, it's difficult to predict, with any certainty at this point, an actual gain or loss because of the limited information. The worksheet contains cell notes, so you'll be able to see the differences by tweaking certain figures such as the average home price (Cell B6), number of units (Cell C6), or number of total residents paying sales tax based on average household size (Cell E8).

This is our best "guess" on any future annual gain/loss, based on very limited information at this time. Thanks.

**From:** Martin, Wendy <Wendy.Martin@thomasville-nc.gov>  
**Sent:** Wednesday, October 19, 2022 3:31 PM  
**To:** \_COT Department Managers <\_COTDepartmentManagers@thomasville-nc.gov>; Hutchens, Tommy <Tommy.Hutchens@thomasville-nc.gov>; Misti Whitman <misti@citrinandwhitman.com>  
**Subject:** Lake Road Annexation  
**Importance:** High

Good afternoon!

On Monday, Council instructed me to move forward with determining the sufficiency of annexing property on Lake Road.

I have attached the Petition and various information for your review.

Planning and Engineering, please analyze the Petition as to location/contiguity.

## Martin, Wendy

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**From:** Avant, Thomas  
**Sent:** Friday, November 11, 2022 8:30 AM  
**To:** George, Chuck W.; Brandt, Michael; Bowling, Eddie; Kattner, Mark; Huffman, Morgan; Poole, Daryl; Pressley, Glen; Duncan, Timothy; Hutchens, Tommy; Martin, Wendy  
**Cc:** Krpejs, Eric  
**Subject:** RE: Lake Road Apartments and Townhomes  
**Attachments:** (Rev.) Lake Road Annexation-Fiscal Impact Analysis.xlsx

Michael,

Based on reducing the number of apartments/townhomes/residences from 500 to 441, the net annual gain was reduced from an estimated \$225,910.16 to \$155,243.87 (reduction of \$70,666.29). This is based on the fiscal impact analysis model we are using (attached) and estimates a \$210,000 tax value per unit and 3 individuals occupying each unit. Obviously, this is just an estimate, and the estimates can change dramatically based on factors such as home value, number of units, residents per unit, and other cost factors. Thanks.

**From:** George, Chuck W. <Chuck.George@thomasville-nc.gov>  
**Sent:** Friday, November 11, 2022 8:06 AM  
**To:** Brandt, Michael <Michael.Brandt@thomasville-nc.gov>; Bowling, Eddie <Eddie.Bowling@thomasville-nc.gov>; Kattner, Mark <Mark.Kattner@thomasville-nc.gov>; Huffman, Morgan <Morgan.Huffman@thomasville-nc.gov>; Avant, Thomas <Thomas.Avant@thomasville-nc.gov>; Poole, Daryl <Daryl.Poole@thomasville-nc.gov>; Pressley, Glen <Glen.Pressley@thomasville-nc.gov>; Duncan, Timothy <Timothy.Duncan@thomasville-nc.gov>; Hutchens, Tommy <Tommy.Hutchens@thomasville-nc.gov>  
**Subject:** Lake Road Apartments and Townhomes

The engineer just finished the attached site plan, which is still being tweaked before submission for plan review—proposed 441 units (312 Apartment units and 129 Townhome units). Also attached is the Transportation Impact Analysis for your review.

Thank you,

**Chuck George, CZO** | Planning & Zoning Administrator  
P 336-475-4255 | F 336-4754258  
City of Thomasville  
10 Salem Street, Thomasville, NC 27360  
P.O. Box 368, Thomasville, NC 27361-0368



City of Thomasville  
Annexation Proposal

Income

<b>Property Tax Revenue</b>					
Valuation on 500 homes	\$210,000	441	92,610,000	0.62	\$574,182
<b>Sales Tax</b>	\$8,170,666	27,269	299.63	1323	\$396,413
<b>Utility Franchise Tax</b>	\$1,835,000	27,269	67.29	1323	\$89,028
<b>Solid Waste Disposal Fee</b>		441	7.25		\$38,367
<b>Total Revenue</b>					<b>\$1,097,990</b>

Expense

<b>Solid Waste - 1 Crew</b>	\$	35,221.00	1	\$ 35,221.00	1.0765	\$ 37,915.41	
	\$	28,502.00	2	\$ 57,004.00	1.0765	\$ 61,364.81	
						\$ 99,280.21	1.1216 \$ 111,352.69
						\$ 8,868.00	3 \$ 26,604.00
							\$ 137,956.69
<b>Garbage Truck</b>							\$ 235,000.00
<b>Total Expenses</b>							<b>\$ 372,956.69</b>

Gain/(Loss) if annexed	\$725,033.51
Water/Sewer fees lost if annexed	\$569,790
<b>Net Gain/(Loss) if annexed</b>	<b>\$155,243.87</b> Annually

<b>Water Availability Fees</b>					
Inside	441	10.26	12	\$54,296	
Outside	441	23.1	12	\$122,245	
		Difference		\$67,949	
<b>Sewer Availability Fees</b>					
Inside	441	19.99	12	\$105,787	
Outside	441	44.98	12	\$238,034	
		Difference		\$132,247	
<b>Water</b> Consumption based on 4500 gallons per household each month					
Inside	1,984,500	1,000	5.33	12	\$126,929
Outside	1,984,500	1,000	11.99	12	\$285,530
			Difference		\$158,601
<b>Sewer</b>					
Inside	1,984,500	1,000	7.09	12	\$168,841
Outside	1,984,500	1,000	15.95	12	\$379,833
			Difference		\$210,992
<u>Inside</u>			<u>Outside</u>		
Water Availability	\$54,296		Water Availability	\$122,245	
Sewer Availability	\$105,787		Sewer Availability	\$238,034	
Water Consumption	\$126,929		Water Consumption	\$285,530	
Sewer Consumption	\$168,841		Sewer Consumption	\$379,833	
Total Increase	\$455,853		Total Increase	\$1,025,643	

Amount lost on water/sewer fees if annexed \$569,790

# Memo

**To:** Wendy Martin, City Clerk  
**From:** Morgan Huffman, Utilities Director  
**CC:** File  
**Date:** October 31, 2022  
**Re:** Lake Road Petition for Annexation

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Wendy,

In order to state that the city can provide water and sewer services to serve this proposed annexation we would really need calculated flows to look at the anticipated water and sewer demands.

In regards to the water, they could either connect to Davidson Water, Inc. which I believe has a line along the roadway there or extend the Thomasville line to serve any development at the Developer's expense. If it is residential development, then I do not foresee a problem. I expect that they would connect to Davidson Water if available.

On the sanitary sewer side of things the calculated flow is more critical. The Developer will have to build a pump station to serve any development as well as a force main to carry the sewage that is pumped. It is most likely at this point that the force main will need to extend all the way into the Hamby Creek WWTP headworks. This is per the engineers that are currently evaluating the entire collection system capacity -- they have indicated that the East Davidson Pump Station may be close to its design capacity. More will be known after flow meters are installed and sufficient time has passed for them to obtain and analyze readings during both normal and wet weather conditions.

Another important factor to consider is that NCDOT would require that the City of Thomasville take ownership and maintenance responsibilities for the force main along the NCDOT roadways, so it would add to the work loads of both the WWTP staff and the Maintenance & Construction Division.

Sincerely,



Morgan Huffman  
Utilities Director





**Thomasville Fire Department**  
712 East Main Street  
Thomasville, North Carolina 27360  
Telephone 336-475-5524



*Office of the Chief*  
**Jason D. Myers**

October 30, 2022

**To:** City Manager Michael Brandt  
**From:** Jason Myers, Fire Chief, Thomasville Fire and Rescue

**Re: Lake Road Annexation Petition**

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City Manager Brandt,

After reviewing the Lake Road Annexation Petition, I strongly believe we, Thomasville Fire & Rescue, can provide cost-effective service to the proposed property. The centerline of this property sits approximately 2.8 road miles from Fire Station #23, which is located at 1107 Lexington Ave. Station #23 will be the first arriving engine company. The centerline of this property sits approximately 3.2 road miles from Fire Station #22, which is located at 815 S. NC Hwy 109. Station #22 will be the first arriving aerial ladder company. The additional arriving units will be from Station #21 and/or Station #24.

We currently provide fire and rescue services to both Comfort Inn at 895 Lake Rd. and Microtel Inn & Suites by Wyndham at 959 Lake Rd. Both of these hotel occupancies can present with a heavy occupant load, at any given time. Depending on development, this proposed annexed property could present with similar occupant loads and would require similar response plans. It will be imperative to have sufficient water and hydrant accessibility to the property for firefighting measures.

We at Thomasville Fire and Rescue can provide this proposed property with the same exceptional fire and rescue services that we currently provide to the other city residents and visitors.

Sincerely,

*Jason D. Myers*

Jason D. Myers  
Fire Chief  
Thomasville Fire and Rescue  
[jason.myers@thomasville-nc.com](mailto:jason.myers@thomasville-nc.com)

**From:** Kattner, Mark  
**Sent:** Friday, October 21, 2022 3:44 PM  
**To:** Martin, Wendy  
**Subject:** RE: Lake Road Annexation

Wendy,

From a law enforcement side it is hard to predict what will happen since we do not have a similar complex within the city. Based on other residential areas in the city with similar population we probability would not see a large increase in calls for service. I have looking at other cities that have similar apartment complexes built near the interstate. They also do not show a great demand for law enforcement services. Since the annexation does include a portion of Lake Rd at Boggs I would expect to see a slight increase in traffic related issues. CAD is currently only showing 3 crashes this year at the intersection of Lake and Boggs and 2 crashes at Lake Rd and Baptist Children Home Rd. If DOT requires a turn lane into the complex this would help address some of the traffic issue.

Based on current staffing levels we should be able to handle/deal with calls for service without having to add additional officers.

**From:** Poole, Daryl  
**Sent:** Wednesday, October 26, 2022 3:13 PM  
**To:** Martin, Wendy  
**Subject:** RE: Lake Road Annexation ASAP!

Sanitation services can be provided with current staffing because trash service will be provided using 8 yard dumpsters. If for some reason the developer changes course and decides to go "single family" additional staffing will be required. This will be because the volume will warrant an additional crew.

**Daryl Poole | Public Works Director**  
P 336-475-4239 | F 336-475-5546  
City of Thomasville  
525 Turner Street, Thomasville, NC 27360  
P.O. Box 368, Thomasville, NC 27361-0368

**From:** Quick, Alisa T.  
**Sent:** Wednesday, October 26, 2022 3:54 PM  
**To:** Martin, Wendy  
**Cc:** Medeiros, Allison M.; Schuler, Muffet  
**Subject:** RE: Lake Road Annexation ASAP!

Good Afternoon Wendy,

We do not foresee this annexation as a matter that would impede or hinder our administrative and supportive services from a human resources and payroll perspective. Please let me know if you need any additional information from the Human Resources and Payroll Department.

Thank you,

**Alisa T. Quick, MPA, SHRM-SCP | Human Resources Director**  
P 336-475-4229 | M 336-528-9018 | F 336-475-4283  
City of Thomasville  
10 Salem Street, Thomasville, NC 27360  
P.O. Box 368, Thomasville, NC 27361-0368



**From:** Tobin, Cory  
**Sent:** Wednesday, October 26, 2022 3:00 PM  
**To:** Martin, Wendy  
**Subject:** RE: Lake Road Annexation ASAP!

Wendy,

I do not see any issues from Recreation on this annexation. We are always looking to expand our park system so we will continue to look for parks and/or additions to serve the southern portion of our city limits.

**Cory Tobin, CPRP** | Parks and Recreation Director  
O 336-475-4281 | M 336-689-5358  
City of Thomasville  
1 E. Main Street, Thomasville, NC 27360  
P.O. Box 71, Thomasville, NC 27361-0368

**From:** Trogdon, Justin  
**Sent:** Wednesday, October 26, 2022 3:38 PM  
**To:** Martin, Wendy  
**Subject:** Re: Lake Road Annexation ASAP!

i think MIS could provide all necessary and required services .  
hope you have a great day!

**Justin T. Trogdon, CGCIO** | MIS Director  
P 336-475-5535 | M 336-793-7804 | F 336-475-4283  
City of Thomasville  
250 West Main Street, Thomasville, NC 27360  
P.O. Box 368, Thomasville, NC 27361-0368

APPLICANT Scott Y. Curry, Executor  
(Jennifer N. Fountain, Esq.)

VOLUNTARY ANNEXATION CHECKLIST

ITEM	DEPARTMENT	DATE	INITIAL
Petition initially received	City Clerk	9/27/22	WSM
Petition reviewed for completeness (Form A-1 with Exhibits)	City Clerk Engineering Dept.	9/28/22	WSM
City Council adoption of Resolution directing Clerk to investigate sufficiency of petition (Form A-2)	City Clerk	10/17/22	WSM
Petition analyzed as to signature sufficiency	City Clerk	10/19/22	WSM
Petition certified as sufficient (Form A-3 or A-4)	City Clerk	10/20/22	WSM
Petition analyzed as to location/contiguity	Engineering Dept. > Planning Dept. HR	11/1/22	CG
Petition analyzed as to capability of City to deliver cost effective service	Utilities Dept. Public Works Dept. Fire Dept. Police Dept. Recreation Dept. Finance Dept. MIS City Clerk	10/25/22 10/31/22 10/31/22 10/30/22 10/26/22 10/26/22 10/26/22 10/26/22	MA PP JP MK CT WSM JT
City Council adoption of Resolution setting date for public hearing (Form A-5 or A-6)			
Advertisement for Public Hearing (Form A-7 or A-8)	City Clerk		
Public Hearing conducted by City Council	City Clerk		
City Manager presents recommendation to City Council	City Manager		
City Council adoption of Annexation Ordinance (Form A-9 or A-10)	City Clerk		
Recordation of Annexation Ordinance and Survey Map	City Attorney		
Filing of copy of recorded Annexation Ordinance and Survey Map with N.C. Secretary of State	City Clerk		
Receipt of response from N.C. Secretary of State	City Clerk		
Transmission of copies of certified Annexation Ordinance and affected portion of updated City Boundary Map to local, state and utility agencies:	City Clerk		
	Piedmont Natural Gas		
	Duke Power		
	North State Telephone		
	County Tax Office		
	County Election Board		
	County Communication (911)		
	N.C. Dept. of Revenue		
	Cable TV		
	Post Office		
	City Departments		
	Affected Volunteer		
	Fire Department(s)		
Annexation: ( ) Approved ( ) Rejected	City Clerk		
Effective Date			

See emails/  
memos



# **CITY OF THOMASVILLE**

## **RESOLUTION AUTHORIZING THE SALE OF RETIRED K9 OFFICER “VILKO”**

**WHEREAS**, the City Council of the City of Thomasville, upon recommendation of the Police Department, grants full service retirement for Police K9 Vilko; and

**WHEREAS**, NCGS §160A-266(d) permits the City Council to authorize the disposition of personal property that is without value; and

**WHEREAS**, Handler Joe Sutton has agreed to purchase retired K9 Vilko from the City of Thomasville in the amount of one dollar (\$1.00), and upon accepting custody of the dog will assume all liability and responsibility for the care of the animal for the remainder of its life.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Thomasville authorizes the purchase of K9 Vilko by Handler Joe Sutton for the amount of \$1.00 effective November 21, 2022.

---

Raleigh York, Jr., Mayor

ATTEST:

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Wendy S. Martin, City Clerk

**HOLD HARMLESS AGREEMENT  
DISPOSITION OF RETIRED POLICE K-9 OFFICER "VILKO"**

The party named below and his family members, employees, agents, or authorized representatives do agree to indemnify, hold harmless, and defend the City of Thomasville and the Thomasville Police Department and its agents and employees from all suits and actions, including attorney fees and all costs of litigation and judgment of every name and description brought against the City of Thomasville or the Thomasville Police Department as a result of loss, damage, or injury to person or property resulting from the voluntary acceptance of ownership of the retired police K9 named "Vilko".

North Carolina General Statute §160A-266(d) permits City Council to authorize the disposition of personal property that is without value. The Thomasville City Council authorized the disposition of K9 "Vilko" to the party named below at a regular open session on November 21, 2022. The party named below will become the owner of K9 "Vilko" upon accepting custody of the dog, and agrees to provide proper care for the dog for the remainder of the life of the animal. By signing below, the purchaser assumes all liability and responsibility for the dog effective upon the date of signing.

This the \_\_\_\_ day of November, 2022.

\_\_\_\_\_  
Joe Sutton, Purchaser

\_\_\_\_\_  
Witness

City of Thomasville Representative:

\_\_\_\_\_  
Mark Kattner, Chief of Police



**Thomasville Police Department**  
**MEMORANDUM**

TO: Michael Brandt

FROM: Chief Mark Kattner

DATE: November 2, 2022

Re: K9 Vilko retirement, Declare as Surplus Property

Vilko was received by Thomasville police department on 6/18/14, and was assigned to Officer Sutton. After 240 hours of training both Vilko and Sutton were ready to attend their first NPWDA certification. On 8/6/14 k9 Vilko attended and passed his first annual certification and was released to patrol. Vilko assisted in multiple drug seizures which lead to many felony arrests. Vilko is responsible for taking many illegal firearms off the streets. Vilko had a very successful tracking record with an approximate 50% success rate in apprehending wanted persons. Vilko's highlight was a track of a wanted criminal out of Tennessee for armed robbery and assault. Vilko tracked the suspect for approximately one mile and found the suspect hiding. "I have truly been blessed to have been given the opportunity to spend the last eight years as Vilko's handler and I look forward to letting him out in the back yard and letting him enjoy his retirement. Thank you to Thomasville police department for this adventure".

Due to K9 Vilko's age and current medical issues he will be retiring as of December 1, 2022. As set forth by Thomasville City Policy we are requesting that Thomasville City Council declare Kaizer as surplus property and that his handle, Officer Joseph Sutton be allowed to purchase Kaizer for the fee of \$1.00.

Mark Kattner

## CONTRACT FOR REAL PROPERTY

**THIS CONTRACT FOR REAL PROPERTY** (this "Contract") is made and entered into as of the Effective Date (as defined in Section 19(l) below), by and between **ROBERT J. DACOSTA and wife, MAUREEN M. DACOSTA** ("Seller"), and **City of Thomasville**, a municipal corporation, of Davidson County, State of North Carolina (together with its assigns, "Buyer").

### RECITALS:

A. Seller is the owner of that certain tract of land labeled Tract 2 (the "Land") located in Davidson County, North Carolina and more particularly described on the survey attached hereto as Exhibit "A" incorporated herein by this reference and being commonly known as a portion of 24 West Main Street, Thomasville, NC 27360, and identified as part of Parcel Number 16084000A0008.

B. Buyer desires to purchase the Property (as hereinafter defined) from Seller on the terms and conditions set forth in this Contract.

### AGREEMENT:

NOW, THEREFORE, for and in consideration of services performed by Buyer on behalf of Seller, the value of which shall not exceed **Three Thousand Five Hundred and No/100 Dollars (\$3,500.00)**, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

SECTION 1. Description of Property. The property now owned by Seller that is the subject of this Contract is as follows:

(a) See attached Exhibit A for a more particular description.

(b) All rights, privileges and easements appurtenant to the Land, including all rights of view, light and air, mineral and subsurface rights, development rights, zoning rights, water rights, sewer and drainage rights, rights of way, rights of ingress and egress, roadways, parking areas, roadbeds, alleyways and reversions or other appurtenances used in connection with the beneficial use and ownership of the Land (collectively, the "Appurtenances").

(c) All improvements, buildings, structures, amenities and fixtures now or hereafter located on the Land, if any, together with all apparatus and equipment used in connection with the operation and occupancy thereof, if any (collectively, the "Improvements").

The Land, the Appurtenances and the Improvements are hereinafter sometimes collectively called the "Property".

SECTION 2. Conveyance of Property. Seller hereby agrees to sell, and Buyer hereby agrees to purchase the Property subject to and in accordance with the terms and conditions set forth in this Contract. The purchase price (the "Purchase Price") to be paid by Buyer for the Property shall be in the form of services rendered at a value not to exceed **Three Thousand Five Hundred Dollars and No/100**. The services shall include crack filling, seal coating and pavement marking of the remaining



portion of Tract 1 of Deed Book 2302, Page 373. Buyer shall use its best efforts to perform these services within thirty (30) days of Closing, weather dependent.

SECTION 3. Closing Date. Closing shall occur within thirty days of the Effective Date of this Contract.

SECTION 4. Survey; Subdivision; Title.

(a) Buyer may obtain a physical and boundary survey of the Land (the "Survey"), which shall accurately state the total number of acres in the Land and within all rights-of-way, roads, easements and any flood plains or flood hazard areas. The cost of the Survey shall be borne by Buyer.

(b) At the Closing, Seller shall deliver, or cause to be delivered, to Buyer a general warranty deed in form and content reasonably satisfactory to Buyer's counsel with documentary or other required stamps to be affixed thereto at Seller's expense, conveying to Buyer good, indefeasible, fee simple, marketable and insurable title to the Property, such title to be insurable both as to fee and marketability at regular rates by a title insurance company of Buyer's choice (the "Title Company"), subject only to the Permitted Exceptions (as defined below).

(c) The Property shall be conveyed by Seller to Buyer free and clear of all liens, encumbrances, claims, rights-of-way, easements, leases, restrictions and restrictive covenants, except for the Permitted Exceptions. For purposes of this Section, the term "Title Exceptions" shall mean any defects in, interests in, exceptions to, or conditions, liens, encumbrances or other matters of record relating to the title to the Property, whether evidenced by written instrument, disclosed on a survey or otherwise evidenced; any encroachments upon or by the Property; any boundary disputes regarding the boundaries of the Property; and the terms, provisions and conditions set forth in any instruments evidencing or referring to any such defects, exceptions, conditions, liens, encumbrances, overlaps, encroachments or boundary disputes or other matters. During the Inspection Period, Buyer shall have the right to study and investigate the title to the Property (including the Survey) to the extent it deems necessary. Buyer shall have the right to make objections to any Title Exception (collectively, the "Objections") on or prior to the end of the Inspection Period. In the event Buyer notifies Seller of any Objections (such notice hereinafter referred to as the "Title Notice"), then Seller shall have fifteen (15) days after the receipt of the Title Notice within which to notify Buyer as to whether Seller will cure any or all of the Objections. If Seller does not respond within such fifteen (15) day period to the Objections listed in the Title Notice, then Seller shall be deemed to have elected to cure all of the Objections listed in the Title Notice. In the event Seller elects to cure any of the Objections (or is deemed to have elected to cure), then Seller, at Seller's sole cost and expense, shall do so on or before the Closing Deadline. In the event Seller elects not to cure any of the Objections, then Buyer shall have the right (exercisable within ten (10) days after receipt of notice of Seller's election) to either (i) terminate this Contract and receive a refund of the Deposit or (ii) waive the uncured Objections and close under the terms of this Contract. In the event Seller does not cure any Objection which it has elected to cure (or is deemed to have elected to cure) by the Closing Deadline, then Buyer shall have the right to either (i) terminate this Contract and receive a refund of the Deposit or (ii) waive the uncured Objections and close under the terms of this Contract or (iii) waive the uncured Objections and extend the Closing Date for a reasonable period of time to enable Seller to cure any Objections that Seller is attempting to cure. Those Title Exceptions to which Buyer has not objected or which Buyer accepts in writing shall herein collectively be referred to as the "Permitted Exceptions". Notwithstanding anything set forth herein to the contrary, in no event shall Buyer have any obligation



to object to any judgment, mechanic's lien, materialman's lien, mortgage or deed of trust lien or any Title Exception arising on or after the Effective Date and unless specifically consented to in writing by Buyer, such items shall in no event be Permitted Exceptions.

SECTION 5. Inspection Period.

(a) For purposes hereof, the "Inspection Period" shall be the period commencing on the Effective Date and ending at 5:00 p.m. twenty (20) days after the Effective Date.

(b) Buyer, with Seller's reasonable cooperation, shall have the right to make all such inspections of the Property as Buyer deems desirable prior to Closing. Buyer is authorized to conduct customary environmental inspections of the Property (including soil borings). Notwithstanding anything set forth herein to the contrary, Buyer shall in no event be liable to Seller or any other party for any reduction in the value of the Property caused by Buyer's discovery of any condition or state of facts affecting the Property, such as the existence of any hazardous substances or materials on the Property. Buyer shall provide Seller copies of all inspection reports obtained regarding the Property within five (5) days of receipt of said inspection reports. Following Buyer's inspection of the Property, Buyer shall promptly restore the Property to the condition in which it existed prior to Buyer's inspection, at Buyer's sole cost and expense. Buyer hereby agrees to indemnify, defend and hold harmless Seller from and against any and all claims, demands, losses, costs, damages, expenses or liabilities (including, but not limited to, personal injury or property damage claims, mechanic's or other liens) including reasonable attorneys' fees caused by or incurred in connection with Buyer's inspection of the Property. Buyer's obligations under this Paragraph shall survive Closing or earlier termination of this Agreement.

(c) On or before the date that is five (5) business days after the Effective Date, and thereafter immediately upon Buyer's request, Seller shall provide Buyer copies of title insurance policies and/or or attorney opinions, surveys, site plans, environmental reports and zoning information.

(d) Prior to the expiration of the Inspection Period, Buyer may, for any reason or for no reason, elect to terminate the Contract by giving written notice of such decision to Seller. In the event such notice of termination is given at any time prior to the expiration of the Inspection Period, then the entire amount of the Deposit shall be returned to Buyer, and after any such termination, neither party hereto shall have any remaining obligation or liability to the other except as to the indemnity provisions set forth in Section 5(b) above.

SECTION 6. Closing Costs. Seller shall prepare the deed to the Property at Seller's cost, which deed shall be subject to the approval of Buyer. Seller shall pay for the transfer tax/documentary stamps and the cost of discharging any mortgage, lien or title encumbrance other than those permitted hereunder. Buyer shall be responsible for the cost of recording the deed and any other instruments to be recorded under the terms of this Contract. Buyer shall pay for the cost of any title insurance Buyer elects to purchase. Buyer shall bear the cost of any escrow/closing fees charged by the Escrow Agent at Closing. Except as otherwise provided herein, each party shall bear its own costs and expenses, including its own attorneys' fees.

SECTION 7. Settlement Adjustments. Unless otherwise specified in this Contract, all income, expenses and costs related to the Property shall be prorated as of the Closing Date, as follows:



(a) Seller shall pay all ad valorem property taxes respecting the Property for that portion of the calendar year through the day before the Closing Date (the Purchase Price to be reduced by such amount), and Buyer shall pay the remaining portion of the ad valorem property taxes; in the event either the tax assessment or tax rate for the year in which the Closing occurs is not known as of the Closing Date, the parties shall prorate at Closing on the basis of the last known values and rates and adjust the prorations once such values and rates become known for the year of Closing. If, however, actual ad valorem taxes for the year are determined to be higher or lower, then Seller and Buyer agree that an adjustment shall be made within thirty (30) days after the date on which either party hereto makes a request for such adjustment. Seller shall be responsible for all rollback, deferred and other similar ad valorem or real estate taxes with respect to the Property, which Seller agrees to pay in full at the Closing from the portion of the Purchase Price paid to Seller in cash at Closing.

(b) Any income from the Property accruing or relating to the period through the day before the Closing Date shall be paid or belong to Seller. Any income of the Property accruing or relating to the period commencing on the Closing Date and thereafter shall be paid or belong to Buyer. The parties shall prorate at Closing on the basis of the best estimates available with respect to such income. If, however, the actual amount of income is determined to be higher or lower, then Seller and Buyer agree that an adjustment shall be made within thirty (30) days after the date on which either party hereto makes a request for such adjustment.

(c) All other expenses relating to the Property that have accrued but have not been paid by Closing shall be prorated between Buyer and Seller as of 11:59 p.m. on the day before Closing, except that deposits held by utility companies and fees for governmental permits and licenses shall not be apportioned.

(d) To the extent that the amount of any of the items above shall not be available for exact proration as of the Closing Date, Seller or its representative and Buyer or its representative shall meet as soon as possible after the Closing and compute and settle and adjust or readjust the closing prorations between the parties as of the Closing Date and this provision shall survive the Closing.

**SECTION 8. Covenants of Seller.** Between the Effective Date and the Closing Date, (i) Seller shall continue to maintain the Property in good condition and repair, ordinary wear and tear alone excepted, and shall not cause or permit any waste respecting the Property and (ii) Seller shall not take any action that would adversely affect the value or title to the Property or place, consent or permit any lien, judgment or other encumbrance to affect title to the Property.

**SECTION 9. Brokerage Commission.** Buyer and Seller each represent and warrant to the other that they have not dealt with any agent, realtor or broker in connection with this transaction and each party agrees to indemnify and hold the other harmless from and against any and all claims and demands and the costs and expenses thereof, including reasonable attorneys' fees, arising out of any other brokerage commission, fee or other compensation due or alleged to be due in connection with the transaction contemplated by this Contract based upon an agreement alleged to have been made or other action alleged to have been taken by the indemnifying party.

**SECTION 10. Eminent Domain.** If, prior to the Closing Date, all or any part of the Property is taken by eminent domain or if condemnation proceedings are commenced, Buyer shall have the option, by giving written notice to Seller, to terminate this Contract and receive an immediate refund



of the full amount of the Deposit. If Buyer does not so elect to terminate this Contract, the Contract shall remain in full force and effect and Seller shall assign, transfer and set over to Buyer at the Closing all of Seller's right, title and interest in and to any awards that may be made for such taking.

SECTION 11. Representations and Warranties of Seller and Buyer. In addition to the other warranties and representations set forth herein, Buyer and Seller hereby makes the following representations and warranties to Buyer, each of which shall be deemed material:

- a) Buyer hereby represents to the best of its knowledge to Seller, which representations shall be true and shall be deemed to be restated at and to survive the Closing:
- b) The Buyer has full power and authority to execute this Agreement and to perform the obligations of Buyer hereunder.
- c) There are no violations of any federal, state or local law, ordinance, rule, regulation, statute or governmental code or ordinance known to the Buyer that would prohibit Buyer's performance of its obligations under this Agreement, and Buyer or any party under the control of Buyer has received no notifications of any such violations.
- d) There is no litigation or administrative proceeding, pending, or threatened, which would affect Buyer's performance of its obligation under this Agreement.
- e) The execution and delivery of this Agreement and consummation of the transaction contemplated hereby will not (i) constitute a default under any instrument, document or obligation to which Buyer is now, or may become a party, or by which Buyer may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which Buyer is a party.
- f) The Buyer has the financial ability to pay the Purchase price at Closing or, prior to the expiration of the Inspection Period, will have obtained a firm commitment for financing necessary for the Buyer to fulfill its obligations at Closing.
- g) The execution, delivery and performance of this Contract and the closing documents by Seller and the execution, delivery and performance by each individual and/or entity signing this Contract on behalf of Seller has been duly authorized and approved by all requisite action on the part of Seller.
- h) To the best of Seller's knowledge, the Property now is, and at Closing will be, in full compliance with applicable zoning and land use laws and other local, state and federal laws and regulations; and Seller does not have knowledge of any proposed change in any such code, law or regulation that would interfere with the intended use of the Property.
- i) To the best of Seller's knowledge, there is no pending, threatened or contemplated condemnation or similar proceeding affecting the Property or any portion thereof and there are no uncured notices that have been served by any governmental authority of violations of law, rules or regulations that would affect the Property or any portion thereof or its proposed development.



- j) To the best of Seller's knowledge, water, sanitary and storm sewer, gas, electric, telephone and drainage facilities and other utilities are now and at the time of Closing will be available at the boundaries of the Property under valid permits or agreements.
- k) Seller currently owns, and will own at the Closing Date, marketable and insurable fee simple title to the Property, subject only to the Permitted Exceptions and free and clear from all liens and other monetary encumbrances.
- l) Seller has entered into no lease or other agreement, oral or written not referred to herein that will be binding upon Buyer or the Property and, to the best of Seller's knowledge, neither Seller nor the Property is subject to any claim, demand, suit, unfiled lien, proceeding or litigation of any kind, pending, outstanding, threatened or likely to be made or instituted that would in any way be binding upon Buyer or its successors or assigns or that would limit or restrict in any way Seller's right or ability to enter into this Contract and consummate the sale and purchase contemplated hereby.
- m) There are no taxes, charges or assessments of any nature or description arising out of the conduct of Seller's business or the operation of the Property that would constitute a lien against the Property and that will be unpaid at the Closing Date or not paid from Seller's closing proceeds, except for the lien of ad valorem property taxes for the year in which the Closing occurs. There are no rollback taxes or similar taxes applicable to the Property.
- n) No person, firm or entity has any rights to acquire or to lease all or any portion of the Property or otherwise to obtain any interest therein and there are no outstanding options, rights of first refusal or negotiation, rights of reverter or rights of first offer relating to the Property or any interest therein.
- o) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

If any of the representations contained herein are untrue or incorrect, Seller shall at all times before the Closing use Seller's good faith best efforts to take such necessary action to make such representations true and correct. If any of the representations contained herein are untrue or incorrect at the Closing, Buyer shall be entitled to terminate this Agreement by written notice to Seller on the Closing Date, upon which termination the Deposit shall be returned to Buyer.

**SECTION 12. Conditions to Buyer's Obligations.** In addition to the other conditions set forth herein, the obligations and liabilities of Buyer hereunder shall in all respects be conditioned upon the satisfaction of each of the following conditions precedent prior to or simultaneously with the Closing, any of which may be waived by notice from Buyer to Seller:

(a) Seller has complied with and otherwise performed each of the covenants and obligations of Seller set forth in this Contract and Seller is not in default of its obligations and covenants under this Contract.

(b) There has been no change to the title to the Property that has not been cured since the effective date of the title commitment obtained by Buyer.



(c) There has been no material, adverse change to the existing topography and landscaping (including, without limitation, trees) located upon the Property and no material waste has occurred thereon.

(d) If any of the representations contained herein are untrue or incorrect, Seller shall at all times before the Closing use Seller's good faith best efforts to take such necessary action to make such representations true and correct. If any of the representations contained herein are untrue or incorrect at the Closing, Buyer shall be entitled to terminate this Agreement by written notice to Seller on the Closing Date, upon which termination the Deposit shall be returned to Buyer.

SECTION 13. Environmental Matters. Seller represents and warrants that, to the best of Seller's knowledge, no portion of the Property consists of filled land and the Property does not contain any hazardous wastes, hazardous substances, hazardous materials, toxic substances, hazardous air pollutants or toxic pollutants as those terms are used in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act, and in any amendments thereto, or in any regulations promulgated pursuant thereto, or in any applicable state or local law, regulation or ordinance.

SECTION 14. Closing Documents.

(a) At Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

(i) a duly executed and acknowledged general warranty deed in recordable form conveying good, fee simple and marketable title to the Land and Improvements subject only to the Permitted Exceptions.

(ii) a duly executed lien affidavit warranting and holding Buyer and the Title Company harmless against unpaid laborers' and materialmen's liens;

(iii) such other documents as Buyer's counsel or the Title Company may reasonably request to evidence Seller's authority to execute and perform under this Contract and to execute and deliver all documents conveying the Property to Buyer;

(iv) a certificate given under penalty of perjury and on a form approved under temporary regulations promulgated under Section 1445 of the Internal Revenue Code of 1986, as amended, that Seller is not a foreign person;

(v) possession of the Property free of the rights and claims of others;

(vi) all other documents required by this Contract to be delivered by Seller hereunder;

(vii) a certificate from Seller stating that all of the representations and warranties of Seller set forth herein are true and correct as of the Closing Date subject to Section 12 (h) above; and



(viii) such other documents and papers that may be necessary to the consummation of the transaction described in this Contract or may be reasonably requested by Buyer or Buyer's counsel.

(b) At Closing, Buyer shall deliver to Seller:

(i) any outstanding balance of the Purchase Price due at Closing; and

(ii) such other documents and papers that may be necessary to the consummation of the transaction described in this Contract or may be reasonably requested by Seller or Seller's counsel.

SECTION 15. Assignment. This Contract shall not be assigned by Seller subject to Section 19 (j) below This Contract shall not be assignable by Buyer, without the consent of Seller.

SECTION 16. Default and Remedies.

(a) In the event Seller defaults or fails to perform any of the conditions or obligations of Seller under this Contract or in the event any of the representations and warranties set forth herein are not true and correct as of the Effective Date and as of the Closing Date, Buyer shall have the right to enforce an action in equity for specific performance, sue for damages available at law or terminate this Contract by giving written notice to Seller and receive an immediate refund of the entire Deposit. In any such action by Buyer, Buyer shall be entitled to recover its reasonable attorneys' fees and court costs. The rights and remedies of Buyer under this Contract are cumulative.

(b) In the event of a default or breach by Buyer of any of the covenants or conditions or obligations of Buyer under this Contract, Seller's sole and exclusive remedy shall be to give written notice thereof to Buyer and to retain the Deposit as full liquidated damages, actual damages being difficult if not impossible to ascertain and the parties having made a bona fide effort to estimate Seller's damages.

SECTION 17. Entry. Buyer and Buyer's agents shall have the right to enter upon the Property at any time after the Effective Date for any purpose, including, but not limited to, site planning and environmental inspections. Such entry right shall be exercised so as not to unreasonably interrupt any business activities of Seller.

SECTION 18. Miscellaneous.

(a) Survival of Provisions. All the warranties, representations and indemnities set forth herein shall, as applicable, survive the Closing and the delivery of the deed and other documents for a period of one (1) year.

(b) Notices. Any notice pursuant to this Contract shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) legible electronic mail (e-mail) transmission, sent to the intended addressee at the address set forth below. Any notice may be given by a party or a party's attorney. If a notice is given by certified or registered mail, it shall be deemed given when deposited in the United States mail. If a Notice is given by overnight delivery,



it shall be deemed given when delivered to the applicable overnight courier. Any notice given by personal delivery shall be deemed given on actual receipt by the addressee thereof (or upon refusal to accept delivery). If a notice is given by electronic mail (e-mail) transmission, it shall be deemed given on the date of recipient's written acknowledgment of the transmission, provided that a copy of such transmission is also sent to the intended addressee by means described in clauses (a) or (b) above. The addresses for notices given pursuant to this Contract shall be as follows:

SELLER: Robert J. DaCosta  
Maureen M. DaCosta  
28 W. Main Street  
Thomasville, NC 27360

BUYER: City of Thomasville  
Misti Boles Whitman, Esquire  
22 Winston Street  
Thomasville, NC 27360  
Facsimile: (336) 476-4503  
E-mail: [misti@citrinandwhitman.com](mailto:misti@citrinandwhitman.com)

Either party may, from time to time, by notice as herein provided, designate a different address to which notices shall be sent.

(c) Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of North Carolina in which the Property is located.

(d) Entire Agreement. This Contract and the Exhibit(s) hereto contain the entire understanding and agreement by and between the parties and all prior or contemporaneous oral or written agreements or instruments are merged herein, and no amendment to this Contract shall be effective unless the same is in writing and signed by the parties hereto.

(e) Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

(f) Severability. If any term or provision, or any portion thereof, of this Contract, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

(g) Captions and Headings. The captions and headings throughout this Contract are for convenience and reference only and the words set forth herein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Contract.

(h) Counterpart Originals. This Contract may be executed in counterparts, each of which shall constitute an original and all of which when taken together shall constitute but one original. PDF or facsimile copies of signatures on this Contract shall be effective as originals.



(i) Memorandum of Agreement. Upon the request of either party hereto, the other shall execute and acknowledge a memorandum of this Contract in recordable form sufficient to identify the parties hereto, the Property and the Closing Date. If a party fails to execute and acknowledge such memorandum upon request, the other is authorized to execute, acknowledge and record same on its behalf as attorney-in-fact for such limited purpose.

(j) 1031 Exchange. Seller acknowledges and agrees that Buyer may be acquiring the Property in exchange for other property and as a part of a 1031 tax deferred exchange. In that regard, Seller agrees to cooperate with Buyer in connection with any such tax deferred exchange and shall execute any and all documents and instruments reasonably necessary in connection therewith; provided, however, Seller shall not be obligated to incur any expense, cost or liability arising out of such cooperation.

Buyer acknowledges and agrees that Seller may be selling the Property as a part of a 1031 tax deferred exchange. In that regard, Buyer agrees to cooperate with Seller in connection with any such tax deferred exchange and shall execute any and all documents and instruments reasonably necessary in connection therewith; provided, however, that Buyer shall not be obligated to incur any expense, cost or liability arising out of such cooperation.

(k) Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach or default in connection with any of the provisions of the Contract, the prevailing party or parties shall be entitled to recover reasonable paralegal and attorneys' fees and other costs incurred in that action or proceeding, including those related to appeals, in addition to any other relief to which it or they may be entitled.

(l) Effective Date. The "Effective Date" shall be the last date this Contract is executed by Seller or Buyer.

(m) Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. Eastern Standard Time, unless otherwise expressly provided for herein.

(n) Defined Terms. Defined terms are indicated herein by initial capital letters. Defined terms shall have the meanings set forth herein, whether or not such terms are used before or after the definitions are set forth.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the Effective Date.

**SELLER:**

By: \_\_\_\_\_  
Robert J. DaCosta

By: \_\_\_\_\_  
Maureen M. DaCosta

Date of Execution: \_\_\_\_\_

**BUYER:**

**City of Thomasville**

By: \_\_\_\_\_  
Mayor

Attest

\_\_\_\_\_  
City Clerk

Date of Execution: \_\_\_\_\_



**Exhibit A**

**Survey Attached**

The NAD 83 coordinates shown on this plat were derived by static differential GPS observations using 2 Topcon Hiper+ GGD receivers. The vectors were adjusted using the fixed stations shown using Topcon Tools software producing a weighted least squares adjustment of the NAD 83 CORS96 epoch 2002 positions. The median vector error is computed to be 0.03 ppm. A loop of 253,775.48 feet using the unadjusted vectors passing through the fixed and derived control stations yields a loop precision of 1:35,821,271. NGS CORS station High Point (HPT), Lexington (NLE), & Winston-Salem (NWS) were held as fixed. The NGS published NAD 83 CORS96 epoch 2002 coordinates of station High Point are North = 807940.4069, East = 170057.0000, and ARP elevation = 981.681 (NAVD 88). Lat. = 35°57'56.4870" N, Lon. = 80°00'48.9384" W. The NGS published NAD 83 CORS96 epoch 2002 coordinates of station Lexington are North = 753727.2244, East = 1635488.4341, and ARP elevation = 739.279 (NAVD 88). Lat. = 35°48'53.1433" N, Lon. = 80°19'45.2028" W. The NGS published NAD 83 CORS96 epoch 2002 coordinates of station Winston-Salem are North = 846993.8228, East = 1637397.5847, and ARP elevation = 940.149 (NAVD 88). Lat. = 36°04'15.6783" N, Lon. = 80°19'37.7504" W. The combined grid factor for the project area is 0.999989324. Units are US survey feet and deg-min-sec.

NORTH CAROLINA, DAVIDSON COUNTY

THIS INSTRUMENT WAS  
PRESENTED FOR REGISTRATION AND RECORDED IN PLAT BOOK  
PAGE \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 200  
AT \_\_\_\_\_ (AM / PM).  
REGISTER OF DEEDS BY: ASSIST. REGISTER OF DEEDS

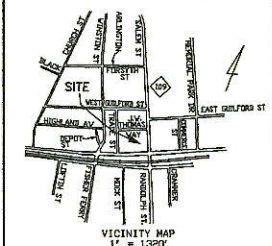
NO APPROVAL REQUIRED  
THIS PLAT IS NOT REQUIRED TO BE APPROVED  
BY THE CITY OF THOMASVILLE PLANNING BOARD  
AS PER ARTICLE 1 OF THE SUBDIVISION ORDINANCE.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

I, REVIEW OFFICER OF DAVIDSON COUNTY, CERTIFY  
THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL  
STATUTORY REQUIREMENTS FOR RECORDING.

DATE: \_\_\_\_\_



NORTH CAROLINA, DAVIDSON COUNTY

I, MICHAEL J. EVANS, SR., CERTIFY THAT THIS  
PLAT WAS DRAWN UNDER MY SUPERVISION OR AN  
ACTUAL SURVEY MADE UNDER MY SUPERVISION  
(SEE DESCRIPTION RECORDED IN DEED BOOK  
PAGE \_\_\_\_\_) THAT THE  
BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED  
AS DRAWN FROM INFORMATION FOUND IN  
PRECISION AS CALCULATED IS 1 TO 27,774.  
THAT THIS PLAT WAS PREPARED IN ACCORDANCE  
WITH G.S. 47-30 AS AMENDED, WITNESS MY  
ORIGINAL SIGNATURE, LICENSE NUMBER AND  
SEAL THIS 27th DAY OF AUGUST, A.D., 2008.

PROFESSIONAL LAND SURVEYOR  
N.C. L. - 2929

SEAL OR STAMP

THIS DOCUMENT ORIGINALLY ISSUED BY  
MICHAEL J. EVANS, SR., N.C. L. - 2929,  
ON AUGUST 27, 2008. THIS MEDIA SHALL  
NOT BE CONSIDERED A CERTIFIED DOCUMENT.

CERTIFICATE OF PURPOSE OF PLAT

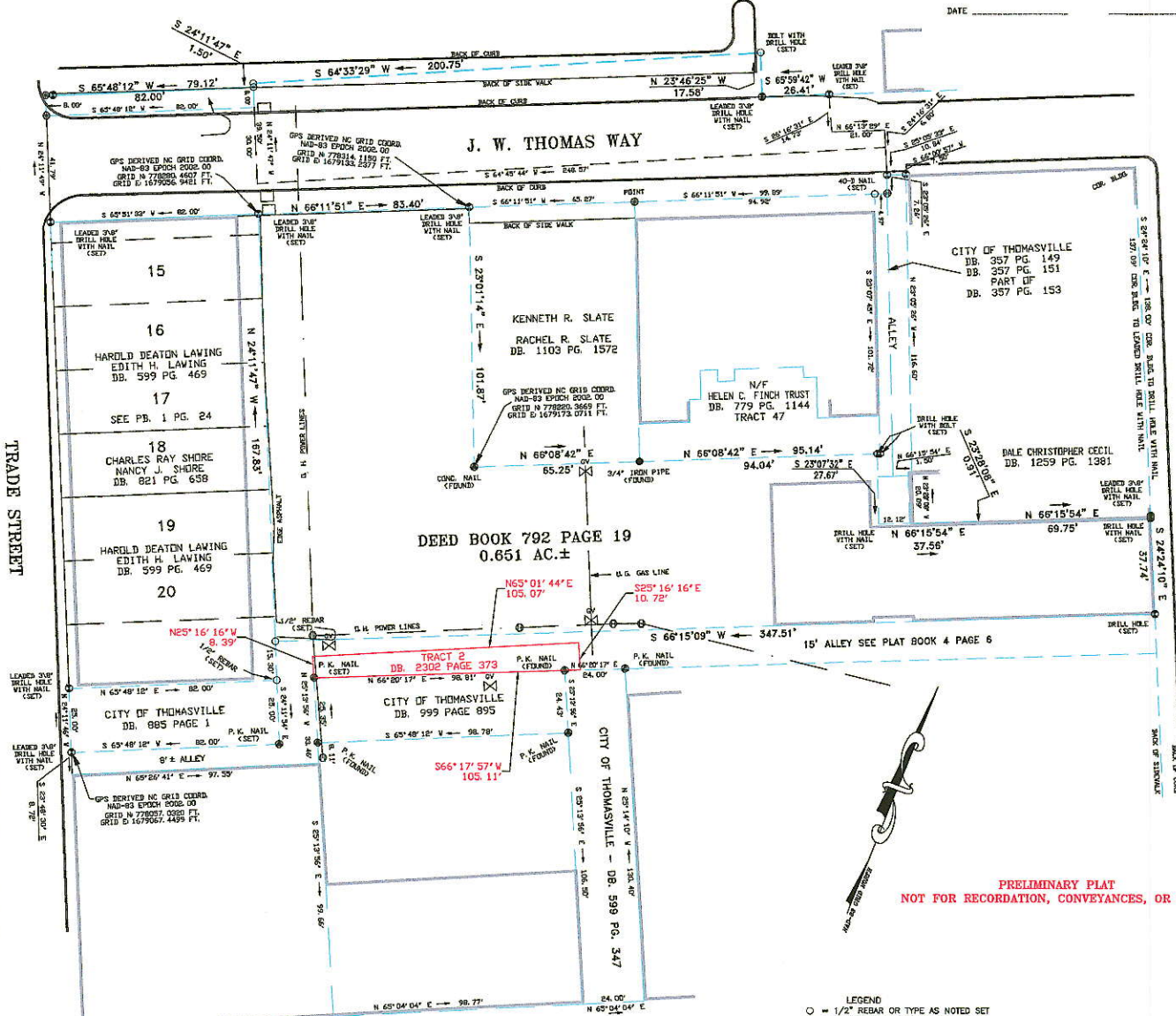
- THE FINAL PLAT SHALL CONTAIN ONE OF THE FOLLOWING STATEMENTS,  
SIGNED AND SEALED BY THE PLAT PREPARED:
- THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY  
OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND
  - THIS SURVEY IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY  
THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND
  - THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND
  - THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECONCILIATION OF  
EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE  
DEFINITION OF "SUBDIVISION" OR
  - THE INFORMATION AVAILABLE TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS  
UNABLE TO MAKE A DETERMINATION TO THE BEST OF HIS OR HER PROFESSIONAL  
ABILITY TO DETERMINE THE PURPOSE OF THIS PLAT.

SIGNED: SURVEYOR MICHAEL J. EVANS, SR. N.C. L. - 2929

DATE: AUGUST 27, 2008

SALEM STREET

TRADE STREET



PRELIMINARY PLAT  
NOT FOR RECORDATION, CONVEYANCES, OR SALES

- LEGEND
- = 1/2" REBAR OR TYPE AS NOTED SET
  - = EXISTING IRON PIPE OR SOLID IRON
  - ✕ = CORNER FOUND - TYPE AS NOTED
  - = CONCRETE MONUMENT
  - = LEADED 3/8" DRILL HOLE WITH CONCRETE NAIL
  - = UTILITY POLE
  - = NGS OR CITY CONTROL MONUMENT
  - = POINT - NO MONUMENT SET
  - = MANHOLE
  - = P.K. NAIL FOUND OR SET AS NOTED
  - ⊗ = GAS VALVE



GRAPHIC SCALE

( IN FEET )  
1 inch = 30 ft.

SURVEYED BY  
CITY OF THOMASVILLE  
ENGINEERING DEPARTMENT  
10 SALEM STREET - 3rd FLOOR CITY HALL  
THOMASVILLE, NORTH CAROLINA 27360  
VOICE: 336-475-4256 FAX: 336-475-4172  
ACAD FILE: ENGS C \E-BACKUP\LAND PROJECTS 2008\POLICE BLDG\DWG\CITY-HALL.DWG