CITY OF THOMASVILLE COUNCIL MEETING BRIEFING AGENDA

Monday, November 13, 2023 – 4:00 P.M. 20 Stadium Drive, 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 20, 2023
 - A. National Hospice and Palliative Care Month
 - B. Presentation of Annual Audit Jill Vang with Martin Starnes
- 4. <u>Public Forum</u> on November 20, 2023 Please sign up in person to speak for two minutes on any topic. *The two-minute time limit will be enforced.*
- 5. Consent Agenda on November 20, 2023
 - A. Consideration of Approval of Minutes Briefing Meeting on 10/09/23
 - B. Consideration of Approval of Minutes Council Meeting on 10/16/23
- 6. Regular Agenda on November 20, 2023
 - A. Consideration of Water Shortage Response Plan Adoption
 - B. Consideration of Approval of Updated Thomasville Employee Safety Manual
 - C. Consideration and Approval of Thomasville Pay and Classification Study
 - D. Consideration of Certified Leased Resolution for Municipal Lease Purchase Agreement Contract #25-428
 - E. Consideration of Budget Amendment 2024-P5-01
 - F. Consideration of Capital Project Ordinance Rains Road Pump Station Project
 - G. Consideration of Capital Project Ordinance ARPA Earmark Waterline Replacement Grant
 - H. Consideration of Grant Project Ordinance Sewer and Assessment Grant
 - Consideration of Approval of Contract Aquatech for provisions of Aquatics Center
- 7. <u>Committee Reports and Appointments, Mayor's Report and Appointments, City Manager's Report, City Attorney's Report</u> on November 20, 2023
- 8. Closed Session Attorney Client Privilege
- 9. Additional Items
- 10. Adjournment



Proclamation

NATIONAL HOSPICE AND PALLIATIVE CARE MONTH 2023

- **WHEREAS,** Hospice and palliative care offer the highest quality services and support to patients and family caregivers facing serious and life-limiting illness; and
- **WHEREAS**, Hospice and palliative care providers take the time to ask what's important to those they are caring for and listen to what their patients and families say; and
- WHEREAS, Skilled and compassionate hospice and palliative care professionals including physicians, nurses, social workers, therapists, counselors, health aides, and clergy provide comprehensive care focused on the wishes of each individual patient; 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.

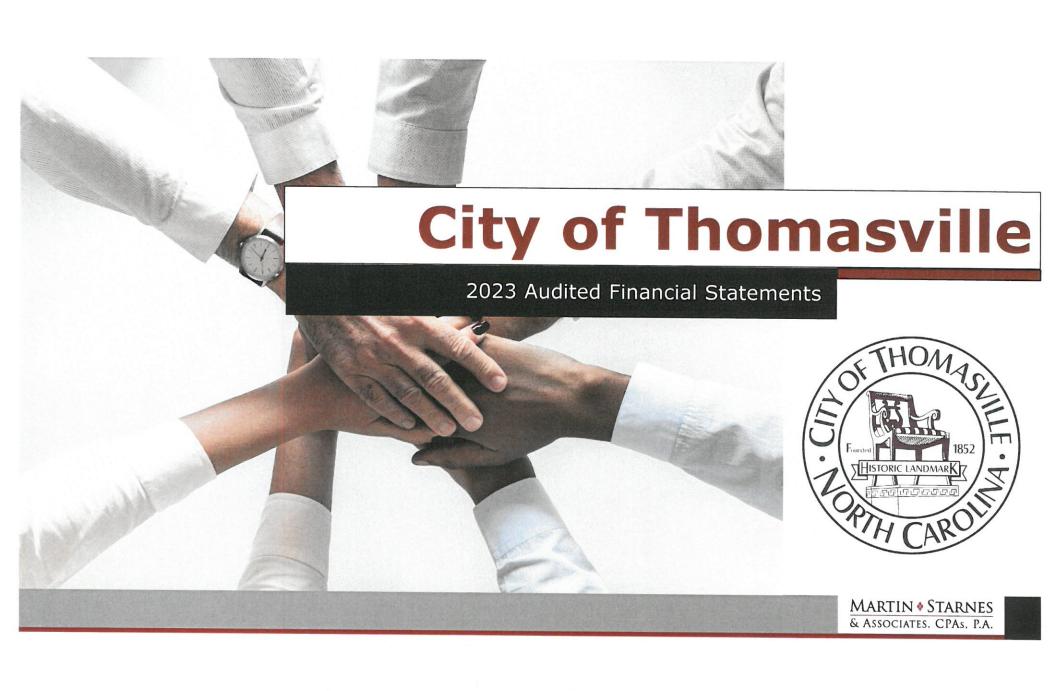
NOW, THEREFORE, I, Raleigh York, Jr., by virtue of the authority vested in me as Mayor of the City of Thomasville, do hereby proclaim November 2023 as

"National Hospice and 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.

This the 20th day of November, 2023.

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





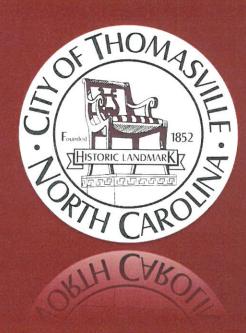
- ☐ UNMODIFIED OPINION
- ☐ SINGLE AUDIT REPORTING☐ 2023 TESTED 2 PROGRAMS
- ☐ GASB 96 IMPLEMENTED (SBITA)
- ☐ PERFORMANCE INDICATORS
 - ☐ SELF REPORTING

FUND BALANCE

- Serves as a measure of the City's financial resources available.
 - (Assets + Deferred outflows) (Liabilities + Deferred inflows) =
 Fund Balance/Net Position

5 Classifications:

- > Nonspendable not in cash form
- Restricted external restrictions (laws, grantors)
- Committed internal constraints at the highest (Board) level-do not expire, require Board action to undo
- > Assigned internal constraints, lower level than committed
- Unassigned no external or internal constraints



GENERAL FUND

	2022			2023
Non-Spendable	\$	105,672	\$	111,284
Restricted by State Statute		4,257,144		5,950,217
Other Restricted		1,782,517		1,573,908
Committed by City Council		317,039		253,945
Assigned		194,256		521,248
Unassigned		13,325,114		17,425,781
	Restricted by State Statute Other Restricted Committed by City Council Assigned	Restricted by State Statute Other Restricted Committed by City Council Assigned	Non-Spendable \$ 105,672 Restricted by State Statute 4,257,144 Other Restricted 1,782,517 Committed by City Council 317,039 Assigned 194,256	Non-Spendable \$ 105,672 \$ Restricted by State Statute 4,257,144 Other Restricted 1,782,517 Committed by City Council 317,039 Assigned 194,256



FUND BALANCE

Available fund balance as defined by the Local Government Commission (LGC) is calculated as follows:

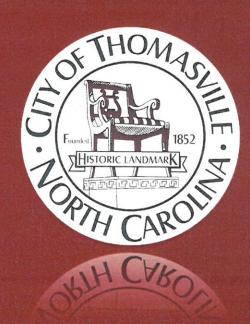
Total Fund Balance

Less: Non spendable (not in cash form, not available)

Less: Stabilization by State Statute (by state law, not available)

Available Fund Balance

This is the calculation utilized as the basis for comparing you to other units and calculating your fund balance percentages.

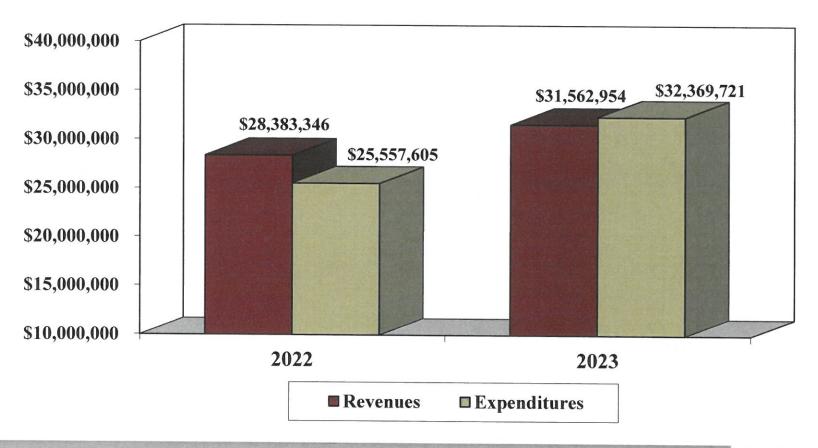


AVAILABLE FUND BALANCE

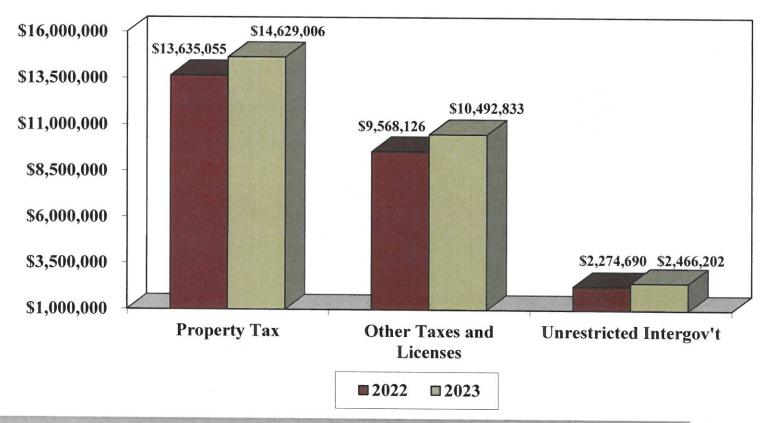
	2022	2023
Available Fund Balance	\$ 15,618,926	\$ 19,774,882
Total Expenditures + Transfers out - Debt proceeds	\$ 25,144,532	\$ 29,138,516
Available Fund Balance / Net Expenditures	62.1%	67.9%



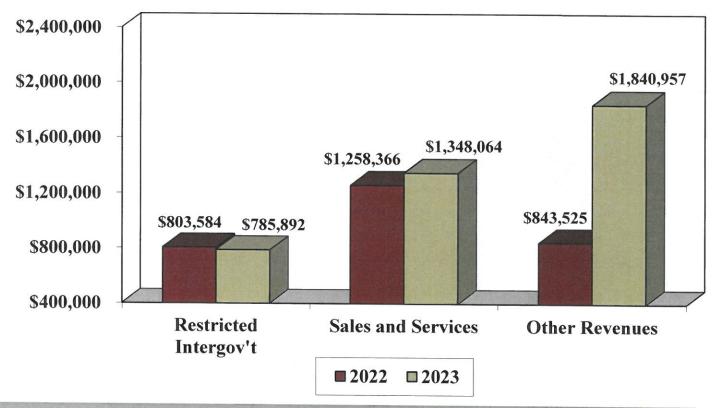
GENERAL FUND SUMMARY



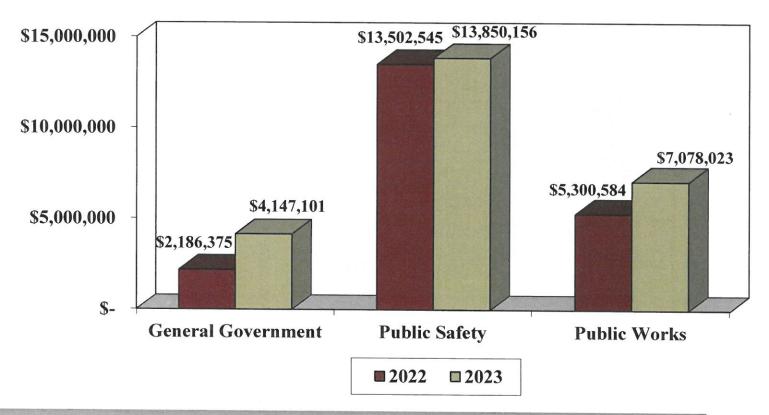
GENERAL FUND REVENUES



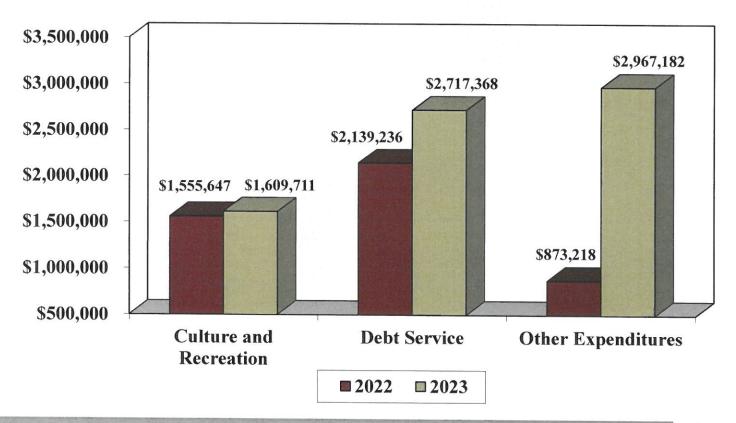
GENERAL FUND REVENUES



GENERAL FUND EXPENDITURES



GENERAL FUND EXPENDITURES



ENTERPRISE FUNDS

			2023				
	Revenues	Expenditures		Other Financing Sources/Uses		Revenues & Other Financing Sources Over	
Water and Sewer	\$ 14,268,087	\$	13,490,708	\$	809,344	\$	1,586,723
Golf Course	\$ 827,238	\$	1,023,456	\$	256,905	\$	60,687
			2022				
Water and Sewer	\$ 13,373,138	\$	12,454,516	\$	474,052	\$	1,392,674
Golf Course	\$ 836,469	\$	932,552	\$	262,441	\$	166,358

ENTERPRISE FUNDS

	2023				
	Required Cash Flow Debt Service From Operations		Unrestricted Net Position		
Water and Sewer	\$ 4,019,137	\$	4,971,651	\$	14,141,087
Golf Course	46,651		(103,828)		(128,459)
	2022				
Water and Sewer	\$ 4,156,407	\$	5,238,442	\$	14,186,680
Golf Course	114,353		38,071		(136,607)
					-

KEY PERFORMANCE INDICATORS

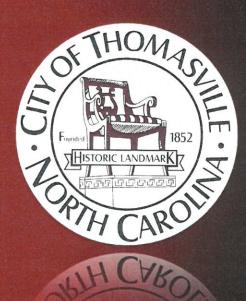
- Performance Indicators Response Required
 - Water and Sewer Condition of Assets





KEY PERFORMANCE INDICATORS

- Positive performance indicators
 - □ Timely audit submission
 - No findings noted
 - ☐ GF available fund balance %
 - □ Water and Sewer Fund quick ratio
 - W&S operating net income and cash to expense ratio





MINUTES FOR THE THOMASVILLE CITY COUNCIL BRIEFING MEETING ON MONDAY, OCTOBER 9, 2023 AT 4:00 PM AT 20 STADIUM DRIVE, THOMASVILLE, NC.

Elected officials in attendance: Mayor Raleigh York, Jr.; and Council Members Doug Hunt, Lisa Shell, Jeannette Shepherd and Payton Williams.

Mayor *Pro Tempore* Hunter Thrift and Council Members Ronald Bratton and Wendy Sellars had excused absences.

- 1. <u>Call to Order</u> Mayor York called the Briefing meeting of the Thomasville City Council to order.
- 2. Additions and Deletions to the Agenda

Assistant City Manager Eddie Bowling asked Council to add:

- 7. I. <u>Financial Performance Indicators Water/Sewer Assets</u> (presented by Finance Director Thomas Avant)
- 7. J. <u>Discussion of Downtown Streetscape</u> (presented by Downtown Economic Development Director Tammy Joyce)

Council Member Hunt moved to approve the agenda as amended. Council Member Williams seconded. *Motion unanimously approved* 4-0.

- 3. Recognitions and Presentations on October 16, 2023
 - A. National Breast Cancer Awareness Month (October)
 - B. Domestice Violence Awareness Month (October)
- 4. <u>Public Forum</u> on October 16, 2023 Please sign up in person at the podium to speak for two minutes on any topic. *The two-minute time limit will be enforced.*
- 5. Public Hearings on October 16, 2023

A. Request for Rezoning: (Z-23-06)

Applicant/Owner: William & Martha Anderson

Location: Lambeth Rd. Parcel Number: 16348C0000410

Existing Zoning: R-10 Low Density Residential Proposed Zoning: C-2 Highway Commercial

The Planning Board held a public hearing on September 26, 2023 and voted 5-1 to approve this request because:

• This area is adjacent to 109 – one of the major highways coming into Thomasville.

- Changing to a C-2 would promote retailing and personal services for residents and non-residents.
- The 2035 Comprehensive Plan encourages mixed-use and commercial use along 109.
- Find that this rezoning is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

Planning Director Chuck George confirmed that this was a 5 – 1 vote, with Planning Board Member Carl Shatley voting against it.

B. Request for Rezoning (Z-23-07) for Solar Farm at Baptist Children's Home

of NC

Applicant: Kayla Marshall

Owner: Baptist Children's Homes of North Carolina, Inc.

(c/o Sam Barefoot)

Location: Farmview Road & Baptist Children's Home Road Parcel #s: 1633400000029, 16106000B0001, 1633800000007

& 1615800080001

Existing Zoning: R-10, R-8, M-2 Proposed Zoning: CZ-M-1

Conditional Use Permit: Solar Energy

The Planning Board held a public hearing on September 26, 2023 and voted 6-0 to approve this request because:

- The rural nature of the land to be used for the Solar Farm and the land surrounding the property provide a significant buffer for adjoining properties. (As long as it will include Opaque fencing, where the project abuts residential properties and no other buffers exist).
- Analysis shows no negative impact to property values where the Solar Farm abut nearby properties.
- The Solar Farm is a compatible use for the property owned by Baptist Children's Home.
- Find that this rezoning is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

The following items were put on the Consent Agenda by the Council members for consideration on October 16, 2023:

6. Consent Agenda on October 16, 2023

- A. Consideration of Approval of Minutes Briefing Meeting on 09/11/23
- B. Consideration of Approval of Minutes Council Meeting on 09/18/23
- C. Consideration of ARPA Grant Project Ordinance
- D. Consideration of Grant Project Ordinance: Assistance to Firefighters Grant
- E. Consideration of Budget Amendment P4-01
- F. Consideration of Revised Grant Project Ordinance: Golden Leaf Project M Nucor

- G. Consideration of Grant Project Ordinance: Governor's Highway Safety Program
- H. Consideration of Resolution in Support of Operation Green Light

The following items were put on the Regular Agenda by the Council members for consideration on September 18, 2023:

- 7. Regular Agenda on October 16, 2023
 - A. Consideration of Amendments to City Ordinances Chapter 54, Article 1:
 - Section 54-12. Soliciting and Begging
 - Section 54-16. Camping on Public and Private Property
 - Section 54-17. Urinating and Defecating on Public Property
 - B. Consideration of Replacement of Article II. Noise Ordinance
- 8. <u>Committee Reports and Appointments, Mayor's Report and Appointments, City Manager's Report, City Attorney's Report on September 18, 2023</u> on October 16, 2023
- 9. Additional Items:
 - 7. I. Financial Performance Indicators Water/Sewer Assets

Finance Director Thomas Avant said the City had no findings regarding the audit this year. This was especially significant, since we had all the ARPA funds and audits for both ARPA and Powell Bill funds and all the additional appropriations.

The auditors did add a "Financial Performance Indicator of Concern" that the City is under the threshold. It's related to water and sewer condition of assets. This is likely going to be an issue for a lot of local governments.

He said, "It's a problem throughout the state with the useful life of water and sewer infrastructure and assets nearing the end of its useful life. So, we're in that category. The threshold is .50, we came in at .30. So, we're required to draft a response and submit a response to the LGC that the governing board is aware of the issue, that we're going to take incremental steps throughout the years – and it's going to take several years to address the issue."

Mr. Avant's response to the LGC indicated that:

- -The City has multiple state revolving-fund loan and grant projects, including the Raines Road Pump Station Upgrade project;
- -The City has a plan to address this, along with the utility Capital Improvement Plan that Utility Director Morgan Huffman submits annually, but we have limited funding; and
- -The City will do what it can over the next 5 10 years to get us from a .30 to a .50;

-The City Council is aware and will be taking steps to address the issue over time.

7. J. Discussion of Downtown Streetscape

City Manager Michael Brandt explained that Downtown Economic Director Tammy Joyce has joined together with the Beautification Committee and PACE and other community groups to get public input into what they want to see Downtown. They have gone out to the community to collect information from a variety of people at various events, including Everybody's Day. Ms. Joyce also presented the information to Council at Committees.

He discussed the various options (without taking cost or time into consideration at this point) for the Streetscape with Council and took note of their preliminary preferences, which included:

- walkway by the tracks
- splash pad by the Rec Center
- moving PACE Park amphitheater to face south
- grassy open space (rather than a plaza near PACE Park)
- angled parking along Memorial Park and East and West Main Street (if approved by NCDOT and if didn't hinder trucking on Main Street)
- closure of 1st block of Commerce street to create a pedestrian way
- design on whole intersection (not just crosswalk)

•

Ms. Joyce explained that adding angled parking would remove parking on the other side of the street.

Council Member Williams said there is a lot of parking Downtown. Appropriate signage would help.

There was concern for the businesses on Commerce Place, if that street were closed. City Manager Brandt said it could be reduced to a one-way street, potentially with brickwork to discourage thru traffic. It could be closed for events.

Ms. Joyce said TipToes beauty/nail salon said either option would be okay, although they preferred having some parking on Commerce. She thought it would be a good draw for a bunch of food vendors for a "food hall".

Final steps will be brought to Council for approval at a later date.

10. <u>Adjournment</u> – Council Member Sellars moved to adjourn. Council Member Shell seconded. *Motion unanimously approved* 5 – 0.

Raleigh York, Jr., Mayor					
Wendy S. Martin, City Clerk					

MINUTES OF THE THOMASVILLE CITY COUNCIL MEETING ON MONDAY, OCTOBER 16, 2023 AT 6:00 PM AT 20 STADIUM DRIVE, THOMASVILLE, NC.

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

- 1. <u>Call to Order</u> Mayor York called the meeting of the Thomasville City Council to order and welcomed everyone in person and online.
- 2. Additions and Deletions to the Agenda No changes were requested.

Council Member Thrift moved to approve the agenda as presented. Council Member Hunt seconded. Motion unanimously approved 6 – 0.

3. Recognitions and Presentations

- A. <u>National Breast Cancer Awareness Month</u> (October) This was presented by Council Member Sellars. She said, "Early detection is the key to survival... Just make sure you're getting those annual mammograms. It's super, super important."
- B. <u>Domestic Violence Awareness Month</u> (October) This was presented by Mayor York.

4. Public Forum

- A. <u>Pastor Ellis McLendon</u> spoke regarding the need for a homeless shelter in Thomasville with training programs. He also addressed the need for sidewalks on Douglas Drive to keep the children safe.
- B. <u>Joe Gray</u>, a resident of Colonial Village, spoke regarding the need for maintenance the of overgrowth in the Unity/East Sunrise area, because vehicles can't see around the curve. (Trinity representatives told him that area is Thomasville's responsibility. Thomasville representatives have told him it is Trinity's responsibility.)

Additionally, he requested that stop signs be added at the new exit and on down Unity from 62 to Blair, because traffic is too fast through that residential area. There are also no stop signs on the cut-off streets at County Line and East Sunrise. He believes NCDOT is doing a traffic study, but nothing has been done yet. He requested that a stop sign, flashing red light, or something be put up to slow people down.

Mayor York said he'd have staff look into those areas.

C. <u>Pastor Kevin Sellars</u> spoke regarding the need for a homeless shelter in Thomasville with programs to help people get back on their feet.

5. Public Hearings

A. Request for Rezoning: (Z-23-06)

Applicant/Owner: William & Martha Anderson

Location: Lambeth Rd. Parcel Number: 16348C0000410

Existing Zoning: R-10 Low Density Residential Proposed Zoning: C-2 Highway Commercial

Mayor York advised that the Planning Board held a public hearing on September 26, 2023 and voted 5-1 to approve this request because:

- This area is adjacent to 109 one of the major highways coming into Thomasville;
- Changing to a C-2 would promote retailing and personal services for residents and non-residents;
- The 2035 Comprehensive Plan encourages mixed-use and commercial use along 109; and
- This rezoning is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

Mayor York opened the public hearing.

Applicant/Owner William Frank Anderson asked Council to approve the rezoning so he and his wife could put self-storage buildings on the land.

Henry Miller came forward to say that he was in favor of the rezoning. However, he asked that Council consider:

- 1. Extending vegetation and privacy buffers on the property on Lambeth Road to help preserve the residential look of the neighborhood; and
- 2. Limit access to 109 to preserve the residential nature of the adjoining properties.

No one else came forward to speak for or against it. Mayor York closed the hearing.

Council Member Hunt moved to approve this rezoning for the same reasons as the Planning Board. Council Member Williams seconded. Motion unanimously approved 6-0.

B. Request for Rezoning (Z-23-07) Solar Farm at Baptist Children's Home

Applicant: Kayla Marshall

Owner: Baptist Children's Homes of North Carolina

c/o Sam Barefoot

Location: Farmview Road & Baptist Children's Home Road
Parcel #s: 1633400000029, 16106000B0001, 1633800000007

& 1615800080001

Existing Zoning: R-10, R-8, M-2 Proposed Zoning: CZ-M-1

Conditional Use Permit: Solar Energy

Mayor York advised that the Planning Board held a public hearing on September 26, 2023 and voted 6-0 to approve this request because:

- The rural nature of the land to be used for the Solar Farm and the land surrounding the property provide a significant buffer for adjoining properties. (As long as it will include Opaque fencing, where the project abuts residential properties and no other buffers exist).
- Analysis shows no negative impact to property values where the Solar Farm abut nearby properties.
- The Solar Farm is a compatible use for the property owned by Baptist Children's Home.
- Find that this rezoning is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

Mayor York opened the public hearing.

<u>Tom Terrell</u>, attorney for Farmville Solar, handed out notebooks to Mayor, Council and the City Attorney and City Clerk, which included:

- Sam Barefoot's letter of support on behalf of the Baptist Children's Home;
- the application;
- site plan with added conditions to accommodate neighbors;
- landscape plan, for anywhere additional landscaping is needed;
- health and safety report;
- market impact study by Kirkland and Associates; and
- a Powerpoint presentation.

A copy of this notebook can be obtained upon request of the City Clerk.

All speakers in favor of and against this rezoning were sworn in for the quasijudicial part of this public hearing, except Mike Floyd, who said he wasn't giving any evidence.

Mr. Terrell asked for a 5-year vesting period to get this project up and running, since it will take a while for Duke Energy to approve this project. He said, "This company will have spent in the millions of dollars before they can get something out of the ground. The statute authorizing you to make that decision is 160D-108.1(c) and (e)(1) and (e)(2)."

<u>Tom Delafield</u>, Director of Project Development for Renewable Energy Services presented the Power Point presentation on behalf of Farmview Solar. He requested a conditional rezoning to M-1 and a special use permit.

See the Power Point presentation on file for all the specific details.

In summary, he said:

- This farm may incorporate battery storage, at Duke Energy's discretion.
- It will provide approximately \$2.5M in net new taxes to the County.
- The total project area is 321 acres, but only about 240 acres will be included.
- The solar farm will be about .5 miles from the Downtown.
- Many environmental and engineering studies have been done and have come back favorable.
- There were 2 public information meetings for property owners within 100 feet of the project (but only about 5 or 6 people attended.)
- If approved by Duke Energy, this project would start construction in 2026 or 2027, with final engineering and design to follow.
- It would adhere to City's setback requirements with 35' buffers in the front, and 20' on side and rear with even more significant natural buffers along roadways and adjoining properties.
- Equipment would be 30' from the centerline of North Hamby Creek with a 15' vegetative buffer around the entire project boundary.
- "The site is wooded right now, and we plan to preserve that timber and that vegetation where possible." They have submitted a landscaping and buffer plan.
- "The site will avoid all wetlands and flood plains."
- They requested some 7'-8' wildlife-friendly non-opaque fencing and will plant pollinator-friendly clover ground cover. Opaque fencing will be used in highly residential areas, such as along Johnsontown Road, Escape Lane and Dogwood Road.
- They may need to relocate Farmview Road, at their expense, as approved by the Utilities Director, except in array areas that will not be included in the project.
- Solar Farms are minimal impact, because they don't create noise, light, odor, vibration, emissions or traffic, vegetation will conceal the panels after some years of growth, and they will comply with the flood plain development requirements, so they don't affect the property value of surrounding areas.
- They created a landscaping plan, in case some additional landscaping is needed.
- The solar farm life is about 35 years. During that time, it is monitored remotely 24/7. It will be mowed 5-6 times per year. The equipment is inspected monthly/quarterly/annually.
- At the end of it's life, it will be decommissioned. The Decommissioning Plan was submitted with the application.
- It will be registered with NCDEQ.
- Benefit to the Community: "The solar farm will produce approximately \$2.5M in net new taxes for the County. The EPA estimates it will produce over \$1M of public health benefit every year. During construction, which we think will take between 12-18 months, we'll use about 150 people, and we are committed to working with the City and the County EDC and the Thomasville Chamber to utilize local contractors and suppliers wherever possible for things like fencing,

grading, wiring, conduiting, timber services, fuel, sanitation, equipment rentals, lodging, food, etc. Solar farms do not require any demand or any City services, so that means no additional emergency services, no children in school, and doesn't require the extensions of any other traditional forms of infrastructure. And having a distributed resources or distributed generator like a solar farm improves the resiliency of the Thomasville electrical grid."

- "Farmview Solar will power approximately 3,500 homes. The power generated will be distributed by Duke Energy and will likely serve local residents and businesses."
- "We are redeveloping an underutilized managed timber tract to provide reliable income for the Baptist Children's Home. Farmview Solar will provide a substantial increase to the Davidson County tax base. And it encourages economic development through an increase in local demand during construction."
- The project location is outside of all city historic districts. Mills Home Orphanage Cemetery is outside of the project fence line.

Council Member Williams said there was a lot of concern about the trees that were going to be cut down. Mr. Delafield advised that these trees are part of a "managed timber tract," which are trees that were planted as an investment and were grown with the intention of being thinned out and cut down for income.

Council Member Sellars asked what will happen to the equipment after the solar farm is decommissioned. Mr. Delafield said after 35 years, the solar panels may still be at about 80-85% capacity, which isn't enough for utility use, but still may be good enough for another use or will be recycled. They are about 95% recyclable.

<u>Nick Kirkland</u> with Kirkland Appraisals is a certified general appraiser and is an expert in property value impact. He came to testify about the impact study.

He said, "Overall, this would be a harmonious use in the area in which it's proposed."

He added, "Homes near solar farms are selling for the same prices as homes directly next to solar homes...Therefore, it's my professional opinion that the proposed use will not negatively impact the adjoining property values."

Tommy Cleveland, a licensed engineer specializing in solar, prepared the health and safety report for this matter. In his professional opinion, "There's no health or safety concern to the public if this project is developed. It's using the same kind of solar panels that hundreds of other projects across North Carolina are using. There haven't been any problems with this. This site's also got batteries, which are a little bit newer than solar panels, but also have been out in the field now for quite a few years, especially in some states other than North Carolina, and there are no concerns for public health or safety."

Sam Barefoot, Senior Vice President of Baptist Children's Home, said one of his

jobs is finding sustainable economic support for BCH. Another is finding the highest and best use for the 5,000+ acres of their land for their mission of "Sharing hope, changing lives for children."

He said BCH got out of the farming business in the 1990's and planted trees instead. The trees are coming to fruition at this time. Sam has looked at many different ways to use the land, including meeting with Fed Ex regarding a hub, but none of them fit what he wanted to see in Thomasville. Farmview Solar, on the other hand, is very well vetted and has a good reputation. They have provided tremendous amounts of details.

He said BCH serves 10,000 children in the system in NC. They're currently growing foster homes, and it will take money to be able to sustain that mission. That is what is driving them with this project. They need to come up with a good plan for the future to give some sustainable income to BCH of NC. He feels the solar farm is "the highest and best use for Baptist Children's Homes to help sustain us as we go forward."

Mayor York asked if anyone else wanted to speak in favor of the rezoning.

<u>Pastor Mike Floyd</u> of First Baptist Church came forward. He said the solar farm will provide stable funding for the long-term care of children for 35 years or more, so it's an important investment.

Mayor York asked if anyone wanted to speak against the rezoning.

<u>Joey Ellsbrook</u> said he is in favor of the children having income. He was, however, concerned about an increased smell from the wastewater treatment plant when the trees are cut. He asked that the City address that if a problem arises.

<u>David Stanley</u> said the construction would be a nuisance and would run off all the wildlife. He said he's not against the solar farm, but we need trees, and he doesn't want to lose the peace and natural beauty back there. He was concerned about only having a 15' barrier.

Mr. Delafield explained, "From the property line, you'll have 15' of vegetation that is on the BCH property, and then you're usually going to have some sort of 5' corridor in between the vegetation and the fence so that you can maintain the fence from the outside if you need to. Then you have the fence line and probably a 25' interior service road that's compacted and suitable for emergency vehicles that goes all the way around any array areas, and then the panels start, maybe 5' outside of that...The setback from property line to panel is much greater than 15'...and where the project basically adjoins dense residential and in the northwest corner, as well as on the eastern boundary, we are proposing to not do wildlife permeable fencing there, and instead do, likely, chainlink fencing with opaque screening on it."

Mayor York closed the public hearing.

City Attorney Whitman advised that there need to be two separate motions, the rezoning first and the conditional use second.

She also asked if they wanted to get the 5-year vesting now, instead of once the site-specific plans are finished. Mr. Delafield confirmed that they wanted the 5-year vesting now, because it is very unlikely that they'll have the site plans ready within 2 years. Attorney Whitman advised Council to make this motion pursuant to 160D-108.1(E)(2)

Mayor Pro Tem Thrift moved that Council approve the rezoning for Z-23-07 from R-10, R-8, M-2 to CZ-M-1 for the reasons that Mayor York stated earlier and because it is consistent with the Comprehensive Plan. Council Member Hunt seconded.

Mayor Pro Tem Thrift said he grew up in that area, and he's excited for this. He thinks it's going to be good for the Baptist Children's Home and for the community.

Council Member Williams said, "These trees were predestined to be cut down anyways, so it makes me excited that we're taking that land and using it for a sustainable, renewable energy. I think that's the best thing that probably could have come from it."

Motion unanimously approved 6 - 0.

Mayor Pro Tem Thrift then moved to approve the conditional use permit with a wildlife-permeable fence and to grant the 5-year vesting period based on 160D-108.1(E)(2). Council Member Hunt seconded. Motion unanimously approved 6 – 0.

- 6. <u>Consent Agenda</u> Assistant City Manager Bowling spoke briefly about each of these items:
 - A. Consideration of Approval of Minutes Briefing Meeting on 09/11/23
 - B. Consideration of Approval of Minutes Council Meeting on 09/18/23
 - C. Consideration of ARPA Grant Project Ordinance

The ordinance appropriates all remaining ARPA grant funding in the General Fund to supplant FY 2024 PD salaries. Supplanting salary costs in the General Fund using ARPA grant funding allows us to expend and report all grant funds efficiently and timely and free up General Fund dollars to be used at the City Council's discretion for future projects, without the restrictions and regulations attached to federal grant funding.

D. Consideration of Grant Project Ordinance: Assistance to Firefighters Grant

This ordinance appropriates funding for the FY 2022 Assistance to Firefighters Grant. The Fire Department was awarded \$47,273 of federal grant funding for 13 complete sets of turnout gear. The City's contribution is \$4,727, which represents the required 10% match. The grant budget totals \$52,000.

E. Consideration of Budget Amendment P4-01

The amendment transfers funding for: the city's contribution to the FY 2022 FEMA Assistance to Firefighters Grant (AFG); the aforementioned ARPA supplanted General Fund payroll and Utility Capital Project Fund costs; a \$55,000 W/S Fund contingency appropriation for any additional costs of the new ARPA funded projects (\$50,000) and new furniture in the B/C Division at City Hall (\$5,000). The amendment also transfers the \$50,000 originally budgeted as a contribution to Davidson County EDC to the Administration Dept. for Main Street funding and implementation of the Streetscapes Plan. \$3,000 in General Fund contingency is appropriated in the Mayor/Council Division budget for public bus wrap advertising, and \$12,425 (15% match) is appropriated for the city's contribution to the GHSP DWI Taskforce grant project.

F. Consideration of Revised Grant Project Ordinance: Golden Leaf Project M – Nucor

The ordinance appropriates funding for an additional \$130,000 added to the total project budget for the cost of ordering larger 24" inch (previously 12") sewer piping for the extension to the Nucor plant. Golden LEAF will reimburse for the cost of 12" piping as per the original grant award. Davidson County has agreed to pay the difference in the cost to upgrade to the 24" piping.

G. Consideration of Grant Project Ordinance: Governor's Highway Safety Program

The Police Dept. received a continuation grant from the N.C. Department of Transportation – Governor's Highway Safety Program for the second year of DWI Task Force grant funding for the period of 10/1/2023-9/30/2024. The grant is 85% funded by the state and includes a 15% city match of \$12,425.

H. Consideration of Resolution in Support of Operation Green Light

This Resolution will show the City's support of Operation Green Light from November 6-12 in Thomasville. This encourages residents and businesses in the City to display green lights in their windows in recognition of our current and past military members.

Council Member Sellars moved to approve all the items on the Consent Agenda. Council Member Shell seconded. Motion unanimously approved 6 – 0.

7. Regular Agenda

A. Consideration of Amendments to City Ordinances Chapter 54, Article 1:

• SECTION 54-12. SOLICITING AND BEGGING

Police Chief Dustin Carter said this amendment seeks to address aggressive panhandling, solicitation, or peddling in public places. It also prohibits certain conduct, such as unwanted touching, the usage of obscene or abusive language, or forcing oneself upon another while soliciting, panhandling, peddling, while under the influence of alcohol, or after having illegally used any controlled substance as defined in the NC Controlled Substance Act.

This amendment further addresses locations where panhandling, soliciting or peddling is prohibited, such as entrances to financial institutions, automatic teller machines, outdoor dining areas, transit stops, private property without the owner's consent, on city streets/medians/shoulders, in school zones during arrivals and departures of students, or within 50 feet of any city-owned or operated building or facility.

Any person who violates this ordinance shall be guilty of a misdemeanor as provided in NCGS 14-4 and upon conviction shall be subject to a maximum fine of \$500.

SECTION 54-16. CAMPING ON PUBLIC AND PRIVATE PROPERTY

This ordinance would prohibit individuals from camping on public and private property due to such activity posing a public health and safety hazard, which adversely affects neighborhoods and commercials spaces.

The purpose of this section would seek to maintain streets, parks, and other public and private areas within the city in a clean, sanitary and accessible condition and to protect the health, safety and public welfare of the community. This ordinance makes it unlawful to camp upon any city-owned property, including without limitation, streets, sidewalks, parking lots, parking structures, easements, open spaces, parks and cemeteries, as well as any privately owned property without permission from the landowner.

Any person who violates this ordinance shall be guilty of a misdemeanor as provided in NCGS 14-4 and upon conviction shall be subject to a maximum fine of \$500.

SECTION 54-17. URINATING AND DEFECATING ON PUBLIC PROPERTY

This ordinance would make it unlawful for any person to urinate or defecate on any public place, sidewalk, street, alley or right of way or in any public building, except in toilet facilities, or upon private property that is visible from any public place. Any person who violates this ordinance shall be guilty of a misdemeanor as provided in NCGS 14-4 and upon conviction shall be subject to a maximum fine of \$500.

Council Member Hunt moved to approve all these ordinances. Mayor Pro Tem Thrift seconded.

Council Member Hunt said, "We're not trying to make it a crime to be homeless. What we're doing is, we had a lot of complaints about the panhandlers and people of that nature getting very vulgar, getting very up in people's faces, actually accosting a few women and things of that nature while asking for money. That's why I requested these ordinances to be written."

Council Member Sellars advised that Council has had numerous conversations about the increasing amount of unhoused individuals and panhandling, and the increasing need for homeless shelters. She said, "We want our community to know that this Council does not want to make being homeless a crime. We just want understand that there's time and individuals to а а everything...Everybody who's unhoused and you see out on the street, maybe, panhandling, they're not bad people. They just need a little assistance. The economy now days, with people losing jobs and just different situations and circumstances that they run across, can sometimes cause them to be unhoused."

Council Member Williams added, "(Cities) are kind of hamstrung by what we're able to do to help. Owning and operating a homeless shelter is outside of our purview. We have policies all the way up through the State statutes that don't allow us as a city to do things like that." She also shared that the DA is very understanding about folks' situations and will work with people if they are working to improve their situation, instead of enforcing a fine at that level.

Council Member Bratton said, "I think it's very important that we understand that we initially, when we got our ARP money, we looked at some social things. Pretty much what we found out was that our money is not for that. It's Davidson County who is supposed to handle social issues. They have the health department and all of those. So, there's not any funding from the City. It has to come from the County. That's my understanding, that they handle social programs. We couldn't use the money we got from the government to do it, so we can't do anything really about it."

Motion unanimously approved 6 - 0.

B. Consideration of Replacement of Article II. Noise Ordinance

City Attorney Whitman introduced an ordinance to replace our existing noise ordinance, which would be more effective and in line with our community and how we function now. She said it still included a "reasonableness standard" for our officers to use, but it specifically puts in noise time limits as follows:

Sunday through Thursday, 10:00 PM - 7:00 AM Friday and Saturday, 11:00 PM - 7:00 AM New Year's Eve, Everybody's Night, July 4th, 2:00 AM - 7:00 AM

Mayor Pro Tem Thrift moved to approve this ordinance. Council Member Hunt seconded. Motion unanimously approved 6 - 0.

8. <u>Committee Reports and Appointments, Mayor's Report and Appointments, City Manager's Report, City Attorney's Report</u>

<u>Council Member Williams</u> mentioned that October 9 was Indigenous People's Day. In honor of that, she recognized the indigenous people of Thomasville and Davidson County, including the Keyauwee, Cheraw, Cattawba, and Occaneechi people.

<u>Council Member Hunt</u> congratulated Keith and Heather at the Chamber of Commerce for putting on another great Everybody's Day. He also thanked the City staff who did the clean up after the festival. He said, "I came through there a couple hours after it was over, and you couldn't tell anything even happened that day. It was spic and span. It was great."

He also reminded people to be extra cautious and looking out for the kids when driving on Halloween.

Additionally, he encouraged people to make their voice heard and get out and vote.

<u>Council Member Shell</u> said Everybody's Day was great, as was Fun in the Park. She said a lot of people came out, and that's good to see in our community.

<u>Mayor York</u> recently attended retirement receptions for former City Council Members Ricky and Jane Murphy. He wished them well in their retirement.

He also thanked his Administrative Assistant Rita Leta, the Mayor's Cup Golf Tournament Committee and everyone who volunteered and helped with the Mayor's Cup. He also thanked the golfers on the 35 teams for participating. It raised a sizeable amount of money for Habitat and Communities in Schools.

<u>City Manager Brandt</u> thanked Assistant City Manager Bowling for stepping in and managing the Council process this month. He attended a planning conference for a few days.

He said there were many great events going on in Thomasville in the last two weeks, including Everybody's Night, Everybody's Day, a Safety Event, Party in the Park, a Car Show Downtown, PACE Shrimp Boil, Chili Cookoff, Mayor's Cup, Blythe Leonard's Pink Day and more.

City Attorney Whitman also encouraged people to fulfil their civic duty and vote.

<u>Assistant City Manager Bowling</u> – He thanked City staff for all that they do that allows so many events to be able to be successful.

He gave a shout out to the Fire Department for winning the Chili Cookoff and for participating in Blythe Leonard's Pink Day. They were able to raise \$584 for that event, which beat their goal, so Division Chief Sam Olshinski dyed his eyebrows and mustache bright pink. The funds were added to Blythe's charity of choice, Novant Health Thomasville Medical Center's Foundation for Mammography Fund and the non-profit Cancer Services of Davidson County.

Additionally, he said he's thankful for all that Baptist Children's Home does for our community.

- 9. Additional Items N/A
- 10. <u>Adjournment</u> Council Member Sellars moved to adjourn. Council Member Shell seconded. Motion unanimously approved 6 0.

City of Thomasville, NC Water Shortage Response Plan

Thomasville Code of Ordinances, Chapter 82, Division 2, Water Shortages

Sec. 82-80. Water Shortage Response Plan

The procedures herein are written to reduce potable water demand and supplement existing drinking water supplies whenever they are in danger of being inadequate to meet customer needs. This plan is adopted to give the City of Thomasville guidelines do deal with water shortage issues related to drought. Elements of this plan may also be used to deal with reservoir contamination or if there is equipment or facility failure.

Sec. 82-81. Conditions justifying declaration of water shortage

- (a) *Insufficient reserve supply*. A water shortage may be declared to exist when the reserve supply available from Lake Thom-A-Lex shall have reached the point where the reserve supply has been so reduced that the citizens cannot be supplied with water to protect their health and safety without curtailing substantially the water demand.
- (b) Reservoir contamination. A water shortage may be declared to exist when the reserve supply available at Lake Thom-A-Lex has been contaminated in such a manner as to permit contamination to pass through the water treatment plant, damage equipment or endanger employees, or cannot be treated to the standards established by the Safe Drinking Water Act or the standards established by the state, or endangers the health and safety of the citizens.
- (c) Equipment or facility failure. A water shortage may be declared in the event of failure of raw water transmission lines, chlorination systems, flocculation systems, settling systems, filtration systems, chemical feed systems, storage systems, including finished water reservoirs and elevated tanks, high-service pumps or elements of the distribution system. Equipment or facility failure shall include any occurrence, which reduces the ability to produce and distribute water at the designed capacity of the water plant or to the minimum level necessary to protect the health and safety of the citizens.

 (d) Issuance of a "Drought Advisory" by the North Carolina Drought Management Advisory Council (NCDMAC). In compliance with 15A NCAC 02E .0607(f) the

Advisory Council (NCDMAC). In compliance with 15A NCAC 02E .0607(f) the NCDMAC shall also have the authority to dictate implementation of this Water Shortage Response Plan simply by issuing a "drought advisory" that designates the Thomasville area as currently suffering from drought.

This plan is adopted to give the City of Thomasville guidelines to deal with water shortage issues related to drought.

Sec. 82-82. Authorization

The City Manager shall enact water shortage response provisions whenever the trigger conditions outlined in Section IV of this plan are met. These provisions are set forth in Section 82 of the City's *Code of Ordinances*. Thomasville's City Council may elect to

authorize the City Manager to implement these restrictions before the triggers are reached after consulting with the water system directors of Lexington and Davidson Water, Inc. In his or her absence, the Utilities Director will assume this role.

Sec. 82-83. Notification

The following notification methods will be used to inform water system employees and customers of a water shortage declaration: employee e-mail announcements, automated telephone notifications, notices at municipal buildings, notices in water bills and on the City of Thomasville's website homepage: www.thomasville-nc.gov. Required water shortage response measures will be communicated through *The Thomasville Times*, Nixle alerts, PSA announcements on local radio and cable stations. Utility bill inserts will be used where appropriate to inform the public of the water

shortage and the restrictions necessary to address the problem.

Sec. 82-84. Levels of Response

Five levels of water shortage response are outlined in the table below. The five levels of water shortage response are: voluntary reductions, mandatory reductions I and II, emergency reductions and water rationing. A detailed description of each response level and corresponding water reduction measures follow below.

Level	Response	Description
1	Voluntary	Water users are encouraged to reduce their water use and
	Reductions	improve water use efficiency; however, no penalties apply for
		noncompliance. Water supply conditions indicate a potential
		for shortage.
2	Mandatory	Water users must abide by required water use reduction and
	Reductions I	efficiency measures; penalties apply for noncompliance.
		Water supply conditions are significantly lower than the
		seasonal norm and water shortage conditions are expected to
		persist.
3	Mandatory	Same as in Stage 2 and it is unlawful to use water for
	Reductions II	purposes specified in the Thomasville Code of Ordinances.
4	Emergency	Water supply conditions are substantially diminished and
	Reductions	pose an imminent threat to human health or environmental
		integrity.
5	Water	Water supply conditions are substantially diminished and
	Rationing	remaining supplies must be allocated to preserve human
		health and environmental integrity.

In Level 1, Voluntary Reductions, water users will be asked to reduce their normal water use by the following voluntary water conservation measures:

- a. An extensive publicity campaign will be initiated by using public media and specialized methods to inform the public of an impending water shortage.
- b. Residential conservation measures will be encouraged and recommended, including the following:
- 1. Use showers for bathing rather than bathtubs and limit showers to no more than four (4) minutes.
- 2. Limit toilet flushing by multiple usages between flushes.
- 3. Do not leave faucets running while shaving, rinsing dishes or brushing teeth.
- 4. Limit use of clothes washers and dishwashers. If these appliances must be operated, they should be fully loaded.
- 5. Limit lawn watering to only that necessary for plants to survive.
- 6. Water shrubbery the minimum required.
- 7. Mulch shrubs, trees, and flowers with two (2) inches depth of material.
- 8. Limit car washing at home to the minimum, and use a commercial car wash that recycles water when possible.
- 9. Do not wash down outside areas such as sidewalks, patios and driveways.
- 10. Install water flow restrictive devices in showerheads and sink faucets.
- 11. Use disposable dishes that are biodegradable.
- 12. Install water saving devices such as bricks, plastic bottles or commercial units in low efficiency toilet tanks.
- 13. Limit hours of operation of water-cooled air conditioners.
- c. All residents, businesses and institutions are encouraged to delay new landscape work until the water shortage has ended; however, drip irrigation systems are encouraged in lieu of traditional systems. Local governing bodies will utilize untreated or reclaimed water for street washing, landscape irrigation and other appropriate purposes to the extent practical, and will implement in their facilities the water conservation measures required under a Level 2 water shortage alert.

In Level 2, Mandatory Reductions Stage I, all customers are expected to continue Level 1, voluntary water conservation measures and the following restrictions apply:

It shall be unlawful to use water from the public water system for the following purposes:

a. To water shrubbery, trees, flowers and gardens except as follows:

Customers may water shrubbery, trees, and flowers having a minimum of two (2) inches of mulch and gardens from 8 p.m. on Monday to 8:00 a.m. on Tuesday; from 8:00 p.m. on Wednesday to 8:00 a.m. on Thursday; and from 8:00 p.m. on Friday to 8:00 a.m. on Saturday. Such watering shall be done by handheld hose with a spring-loaded nozzle; by container; by drip irrigation system; or by soaker hoses. Houseplants may be watered at any time.

- b. To fill newly constructed swimming or wading pools or refill swimming or wading pools that have been drained. A minimum amount of water may be added to maintain continued operation of pools in operation at the time the provisions of Level 2 water shortage warnings are placed into effect.
- c. To operate water-cooled air conditioners or other equipment that does not recycle cooling water, except when health and safety are adversely affected.

- d. To wash automobiles, trucks, trailers, boats, campers, or any other type of mobile equipment, excluding commercial car washing. In the case of commercial car operations, pressure washing may also be used.
- e. To wash down outside areas such as streets, driveways, patios, sidewalks, service station aprons, parking lots, office buildings, outside windows, or exteriors of existing or newly constructed residential, commercial, industrial or institutional buildings with a hose. This may be done with a pressure washer used by a private contractor or representatives of the business itself.
- f. To operate or introduce potable water into any ornamental fountain, pool or pond or other structure making similar use of potable water.
- g. To serve drinking water in restaurants, cafeterias or other food establishments, except upon request.
- h. To use water from a public or private fire hydrant or sprinkler system for any purpose other than fire suppression or other public emergency. Water use for normal maintenance of water and sewer lines is permitted.
- i. To use recreational water toys ("Slip and Slide," "Kiddie Sprinklers," etc.).
- j. To use potable water for dust control or compaction.
- k. To use water in fund raising or promotional events other than for direct consumption.
- 1. To use water for any unnecessary purposes or to intentionally waste water.

Any person who obtains water from a well, creek, pond or other supply other than that of the city, shall post and maintain in a prominent place thereon a sign furnished by the city giving public notice of the use of the other source of supply. Notification signs will be issued by the Utilities Director or person designated by the Utilities Director. Requests for notification signs may be made by the owner of the property to the Utilities Director or his designee in person, by mail, telephone, or electronic media.

Excess use rates for levels 2, 3, 4 and 5: water and sewer rates for all residential connections using more than 15,000 gallons per month will be surcharged at double the normal water rate. Water rates for water consumed by sprinkler systems will be surcharged at five (5) times the normal rate.

In Level 3, Mandatory Reductions II, customers must continue actions from all previous stages and further reduce water as listed below:

It shall be unlawful to use water from the public water system for the following purposes in addition to restrictions in Levels 1 and 2.

- a. To water or sprinkle any lawn, garden, sod, shrubs or flowers except with non-potable water.
- b. To use water outside a structure for any use other than emergency use involving fire or accident.
- c. To introduce water into a swimming or wading pool.
- d. To use a pressure washer.
- e. All irrigation connections are to be valved shut or off, and all automatic irrigation systems turned off.
- f. Restaurants must serve food on disposable plates, saucers, cups, eating utensils, napkins and tablecloths.

g. To make any nonessential use of water.

In Level 4, Emergency Reductions, customers must continue all actions from previous stages and further restrictions are implemented as follows:

Commercial and industrial water customers will be required to cut their water use by forty (40) percent over the average usage during the corresponding billing period for the most recent twelve-month period. Failure to do so will result in a penalty of water and sewer rates being applied to accounts which are two (2) times the adopted rates.

In Level 5, all customers are only permitted to use water at the minimum required for public health protection. In addition to the restrictions imposed in Level 1 through Level 4 of this section, the City shall put in effect water-rationing measures.

In the event of water rationing, water will be supplied in the minimal quantities required for the health, welfare and safety of the citizens in accordance with the following guidelines. Failure to comply will result in disconnection of water service.

- a. There shall be no industrial use of water. Water may not be used to dye yarn, socks or other hosiery. Water may not be used in any electroplating operation. Water may not be used for any chemical, mirror or other manufacturing process requiring water. Water may not be used for drum cleaning. There shall be no commercial uses of water. This includes but is not limited to pet grooming, barbershops, beauty salons, spas, gymnasiums, etc.
- b. There shall be no institutional uses of water. Athletic events shall not increase bathing requirements. Physical education facilities shall not utilize bathing facilities.
- c. Water usage shall be limited to the minimum quantities necessary for sanitary purposes and fire protection and suppression and water shall be used for no other purpose.

The City Manager or his designee may authorize relief in writing from specific provisions of these restrictions in order to maintain an economic or public investment or to continue employment by business or industrial customers.

Sec. 82-85. Triggers

Triggers for the City of Thomasville are provided below. The City's main source of water is the reservoir, Lake Thom-A-Lex. The following measurements of usable storage and intake levels trigger entry into corresponding water restriction stages.

Level	Estimated Usable Storage	Lake Level	Desired Reduction in Water Withdrawal
1	<75%	2' below full	5%
2	<65%	3'3" below full	10%
3	< 50%	5' below full	15%

4	<40%	6' below full	20%
5	<30%	8' below full	40%

Sec. 82-86. Enforcement

The provisions of the water shortage response plan will be enforced by City of Thomasville. Violators may be reported to the Water Resources Department (336-475-4247) or the Utilities Director's office (336-475-4220). City staff are encouraged to report any violations they observe.

- (a) Generally. Any violation of the provisions of this division shall constitute a misdemeanor, punishable upon conviction as provided in section 1-7 of the Code of Ordinances of the City of Thomasville, and in addition thereto such violation may be enjoined and restrained as provided in G.S. 160A-175. Each day's continuing violation shall be a separate and distinct offense. A civil citation shall be issued once on forms supplied by the Utilities Director and continued days of violation kept in the form of a record to assess cumulative fines.
- (b) *Injunctive remedies*. Pursuant to the provision of G.S. 160A-193, the injunctive remedies therein provided shall be applicable for the summary abatement or remedying of appropriate conditions dangerous or prejudicial to the public health both within the city limits and within one mile thereof and the expenses thereof assessed as therein provided.
- (c) *Discontinuance of Service*. Continued violation of any mandatory water use restriction after notification shall be cause for discontinuance of water service for other than fire protection.

Sec. 82-87. Public Comment

This plan is in compliance with provisions of Chapter 82 of the City of Thomasville's Code of Ordinances. This plan has been presented for public comment to the City Of Thomasville's Public Services Committee and at a meeting of the Thomasville City Council and has been approved by both bodies.

Sec. 82-88. Variance Protocols

Water use variance requests with justifications may be made in writing to the office of Thomasville's City Manager at 10 Salem Street. The City Manager or his designee may authorize relief from specific provisions of these restrictions in order to maintain an economic or public investment or to continue employment by business or industrial customers. Preference shall be given to water users who can demonstrate that they have maximized water use efficiency and conservation in their daily operations.

Sec. 82-89. Effectiveness Evaluation

The effectiveness of this water shortage response plan will be determined monthly following implementation by the Utilities Director by comparing the stated water conservation goals with observed water use reduction data. Other factors to be considered include frequency of plan activation, any problem periods without activation, total number of violation citations, desired reductions attained and evaluation of demand reductions compared to the previous year's seasonal data. IX. Revision

The water shortage response plan will be reviewed and revised as needed: 1) to adapt to new circumstances affecting water supply and demand; 2) following implementation of emergency restrictions; and 3) at a minimum of every five years, as required by the provisions of G.S. 143-355 (l). Further, a water shortage response planning work group composed of the Utilities Director, Water Plant Superintendent, Planning and Zoning Director, and Lead Meter Reader will review procedures following each emergency or rationing stage to recommend any necessary improvements to the plan to the City Council. The Utilities Director is responsible for initiating all subsequent revisions.

Prepared by: Morgan Huffman, Utilities Director

Reviewed and Recommended by the Thomasville Public Services Committee on November 8th, 2023.

Approved by the Thomasville City Council on November 20th, 2023.

Submitted to Division of Water Resources on November , 2023.

ADOPTION OF WATER SHORTAGE RESPONSE PLAN

WHEREAS, North Carolina General Statute 143-355 (I) requires that each unit of local government that provides public water service and each large community water system shall develop and implement water conservation measures to respond to drought or other water shortage conditions as set out in a Water Shortage Response Plan and submitted to the Department for review and approval; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for the <u>City of Thomasville</u>, has been developed and submitted to the <u>Thomasville City Council</u> for approval; and

WHEREAS, the <u>Thomasville City Council</u> finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355 (I) and that it will provide appropriate guidance for the future management of water supplies for the <u>City of Thomasville</u>, as well as useful information to the Department of Environment and Natural Resources for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the <u>City Council</u> of the <u>City of Thomasville</u> that the Water Shortage Response Plan entitled, **City of Thomasville, NC Water Shortage Response Plan** dated <u>November 20th, 2023</u>, is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources; and

BE IT FURTHER RESOLVED that the <u>Thomasville City Council</u> intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise

requested by the Department, in accordance w	ith the statute and sound planning practice.
This the day of November, 2023.	
	Name: Raleigh York
	Title: _Mayor_
	Signature:

ATTEST:

Agenda Item Cover Sheet

Admin. Use Only:		Committee Name Public Safe		fety	
		Comm	nittee Date		
			Agenda #	11.8.23	Psafe4
Item Name:					
	proval of Updated Personal Pr	otective Equipment Reimbur	sement Policy		
Description of Items	:				
	aff have updated the Persona	l Protective Equipment section	on of the Thoma	asville Employee Sa	fety Policy.
Back-Up Materials:					
Resolution of adopti	ion of new policy section.				
Council Action Requ					
Approval of resoluti	ion				
Requested By:	Alisa Quick	Departn	nent: Hւ	ıman Resources	



MEMORANDUM

TO: Michael Brandt, City Manager

FROM: Alisa Quick, Human Resources Director

Thomas Manning, Risk Manager

SUBJECT: Foot Protection Policy Changes

DATE: October 26, 2023

CC: File

The purpose of the City of Thomasville's Foot Protection Policy is to establish guidelines for the selection, use, and purchase of appropriate footwear to prevent foot injuries in the workplace. This policy aims to ensure the safety and well-being of all employees by minimizing the risks associated with various workplace hazards. We also have a goal of not creating an undue burden on the employee in purchasing quality footwear required by their job. With the rising costs of safety footwear, we find it necessary to add a Boot Reimbursement Policy that includes an increased the amount for reimbursement of safety footwear from \$100 to \$150 per year.

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

Section IV. Personal Protective Equipment

Part 12-Foot Protection: Add Boot Reimbursement Policy

and

Part 12-Foot Protection: Remove

Employees in this category must wear substantial work shoes with ankle support such as "6 inch" work boots or hiking boots.

The proposed policy is retroactive to July 1st, 2023. This policy is subject to periodic review and revision as appropriate in the future.

CITY OF THOMASVILLE, NC

RESOLUTION NO.

RESOLUTION TO AMEND THE PERSONNEL POLICIES OF THE CITY OF THOMASVILLE, NC

WHEREAS, under the current Safety Policy for the City of Thomasville, NC, there exists a need to revise the Foot Protection language to add clarification to safety footwear requirements and increase reimbursement benefits due to the rising costs of goods; and

WHEREAS, the City of Thomasville desires for its Foot Protection requirements to be clear and to reflect the usual and customary practices of the City; and

WHEREAS, in order to clarify the City's policies regarding safety footwear, the Thomasville City Council recommends that its policies be amended; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Thomasville hereby deletes the existing language from the Foot Protection Policy and replaces the same with the following: Part 12-Foot Protection to include a Boot Reimbursement Policy and revised language.

Section IV. Personal Protective Equipment

It is the desire of the City of Thomasville to prioritize the safety and well-being of its employees. To maintain a safe working environment, the city will provide reimbursement for the purchase of one pair of safety shoes or steel toe boots annually, up to a maximum of \$150 per employee. This reimbursement is intended to assist employees in acquiring appropriate footwear that meets safety standards and regulations.

This policy will be retroactive to July 1st, 2023

Adopted this the 20th day of November, 2023.

	CITY OF THOMASVILLE
	By:
	Raleigh York, Jr., Mayor
Attest:	
Wendy S. Martin, City Clerk	
[SEAL]	

Existing Policy

Section IV. Personal Protective Equipment

12. FOOT PROTECTION - 1910.136

Employees whose job assignments have been determined to expose them to foot injury from crush hazards or routinely arduous walking conditions are required to wear footwear with characteristics designed to prevent or protect their feet or ankles from injury.

Departments within the City of Thomasville that have been determined to have routine exposure to arduous or difficult walking conditions include: Inspection Department, Engineering Department, Meter Technician, Planning and Zoning Department, Waste Treatment, Utility Department, Sanitation Department, Street Department, Water Plant, Garage Services, Parks and Recreation

Employees in this category must wear substantial work shoes with ankle support such as "6 inch" work boots or hiking boots.

Proposed Policy

Section IV. Personal Protective Equipment

12. FOOT PROTECTION – 1910.136

Employees whose job assignments have been determined to expose them to foot injury from crush hazards or routinely arduous walking conditions are required to wear footwear with characteristics designed to prevent or protect their feet or ankles from injury.

Departments within the City of Thomasville that have been determined to have routine exposure to arduous or difficult walking conditions include: Inspection Department, Engineering Department, Meter Technician, Planning and Zoning Department, Waste Treatment, Utility Department, Sanitation Department, Street Department, Water Plant, Garage Services, Parks and Recreation.

Boot Reimbursement Policy

It is the policy of the City of Thomasville to prioritize the safety and well-being of its employees. To maintain a safe working environment, the city will provide reimbursement for the purchase of *one pair* of safety shoes or steel toe boots annually, up to a maximum of \$150 per employee. This reimbursement is intended to assist employees in acquiring appropriate footwear that meets safety standards and regulations.

Policy Guidelines:

Eligibility: All full-time and part-time employees who are required to wear safety footwear as part of their job requirements are eligible for reimbursement under this policy.

Reimbursement Amount: Employees are eligible to receive reimbursement up to a maximum of \$150 per fiscal year (or calendar year, as per the city's fiscal calendar). The reimbursement amount will cover the cost of one pair of safety shoes or steel toe boots, including applicable taxes.

Reimbursement Requests: Employees must submit the original receipt or proof of purchase to their Department Head to receive reimbursement.

Approved Footwear: Reimbursement will be provided for safety shoes (composite or steel toe), and steel toe boots that are above the ankle, that meet the safety standards and requirements of the employees' job type and department. Employees are encouraged to consult their supervisors or the Risk Manager for guidance on approved footwear brands and models.

Policy Review: This policy will be reviewed annually by the City Safety Committee to ensure its effectiveness and relevance. Any necessary revisions will be made to address changing safety standards and employee needs.

Agenda Item Cover Sheet

Admin. Use Only: Committee Name Personn				nel/Finance		
		Committee Date				
		And Agenda #	11.8.23	PF2		
Item Name:						
Consideration and Ap	oproval of Thomasville Pay & Classifica	ation Study				
Description of Item:						
	present the Pay & Classification Study	to City Council for consideration for	r approval.			
Back-Up Materials: City Manager Memo;	DTRC Memo					
city Manager Memo,	THE WEITO.					
Council Action Reque	ested:					
Approval and implen	nenation of study findings					
Requested By:	Michael Brandt	Department : Ad	ministration			

1398 CARROLLTON CROSSING DRIVE KERNERSVILLE, NC 27284 (336) 904-0300

MATTHEW L. DOLGE . EXECUTIVE DIRECTOR.

October 31, 2023

Mr. Michael M. Brandt, AICP, City Manager City of Thomasville 10 Salem Street Thomasville, NC 27361-0368 Michael.Brandt@thomasville-nc.gov

Re: Report of 2022-2023 classification and pay study

Dear Michael:

Thank you for receiving this letter that transmits the results of the classification and pay study. Piedmont Triad Regional Council of Governments (PTRC) was engaged to conduct a classification study for the City of Thomasville. The study began in April 2023 and was completed in September 2023. The study is an exercise in job analysis, labor market analysis, and the reconciliation of those factors leading to the validation of the job-worth hierarchy and pay structure. Attached is diagram 1. The diagram is from an American Compensation Association seminar. This diagram illustrates the process for establishing a job-worth hierarchy. That process was substantially the activities associated with the classification and pay study conducted for the City of Thomasville.

The study began by facilitating orientation sessions with the employees for the purpose of explaining the study and to distribute and explain the position description questionnaire. The consultants provided the design and format of questionnaires which were completed by the employees and their immediate supervisor. The questionnaires provided the basic information necessary to address the classification criteria. Next, we interviewed all incumbents from each classification that had a desire to be interviewed and we interviewed at least one incumbent from each active classification. The interviews provided an opportunity to see the employee's work environment, to ask the employee additional questions, to allow the employee to add information that may have been left off the questionnaire, and to obtain a "personal feel" for the position.

Job Analysis – After the collection of the questionnaires and conducting the interviews the consulting team began the job analysis phase. Job analysis was the process used to determine what groups of activities and functions were similar enough to deserve similar treatment related to compensation. The consultants utilized the factor comparison method of whole job ranking. The duties and responsibilities of individual positions were evaluated to determine the relative level of difficulty and responsibility.

The factors used were generally accepted principles in the personnel field and included;

- 1. Working conditions,
- 2. Nature and significance of public contacts,
- 3. Variety and complexity of work,
- 4. Decision making,
- 5. Consequence of error,

- 6. Supervision given,
- 7. Supervision received, and
- 8. Knowledge, skills, and abilities

Labor Market Analysis –

The consultants collected salary data from public employers in the labor market with whom the City of Thomasville wished to compete. Included were: Alamance County, Archdale, Asheboro, Burlington, Davidson County, Forsyth County, Greensboro, Guilford County, High Point, Kernersville, Lexington, NC Cities 15,000-50,000, Randolph County, Trinity and Winston-Salem. The target was 93%+ of entry. 71 benchmark classes scored lower than the target. On average the study moved Thomasville from 86% of market entry to 95%.

Job-Content Emphasis & Reconciliation of Internal and External Considerations -

The analysis used emphasized job-content. This method emphasizes the prominence of internal equity over sheer market-data. This has been an accepted methodology of public sector employers for some time. With the job-content emphasis market data was placed into the context of work and supervisory relationships in Thomasville. An example of job-content and application of internal equity is that a technical position such as Web Applications Developer would not be placed above the Chief Administrative Officer even though there may be market data to support such an assignment.

Validation of the job-worth hierarchy and pay structure -

The most conservative approach to making recommendations was to maintain the existing pay plan. Corrections for market and re-classification were made by assigning each classification to an existing salary grade based on an assessment of the classification, market data collected, and internal relationships. Each employee was confirmed as classified or re-classified. Implementation costs of the recommended changes were based on the movement from current assigned classification and grade to proposed classification and grade. A 50% proportional implementation was recommended. The proportional strategy recognized that to move the class of Police Officer I from grade 25, minimum \$ \$41,369, to grade 27, minimum \$ \$45,610, was an adjustment to minimum of 10%. However, the implementation was not that all employees of the Police Officer I class receive a 10% adjustment. Some Police Officer I incumbents received a 5.00% increase for the 2 grade change adjustment in assignment of classification to grade.

The proportional implementation adjusted employees according to the following schedule:

Minimum or 2.50% increase for a 1 grade change,

Minimum or 5.00% increase for a 2 grade change,

Minimum or 7.50% increase for a 3 grade change,

Minimum or 10.00 % increase for a 4 grade change,

Minimum or 12.50% increase for a 5 grade change, or

Minimum or 15.00% increase for a 6 grade change.

Adoption of Assignment of Classes to Grades & Results -

Through implementing the recommendations of the classification and pay study the City Council provided a comprehensive review of job analysis. The Council's adoption of the changes to the assignment of classes to grades along with instructions to use the proportional implementation fully implemented the study. This action established a job-worth hierarchy and the associated pay structure. The results of this action were that the City pays comparable entry level salaries to local government employers throughout labor market and the system of job analysis and classification was confirmed. See Table 1. Summary of Changes and Recommendations. Significantly, the city directed to have all full-time classifications placed at least grade 18 with a minimum of \$29,400. The intent is to progress all employees to \$15.00 within one year using inrange progression such as a probationary increases.

282 of 290 employees were affected by the study's implementation and the average adjustment was 6% in actual salary. The annualized base salary increase is estimated at \$954,034.

The consulting staff greatly appreciates the cooperation and hospitality shown to us during the study. I look forward to presenting information to the City Council on November 8th.

Please let me know if you have any further questions about the study and the methods used.

Sincerely,

Matt Reece Assistant Director

Figure 6: Establishing a Job-Worth Hierarchy

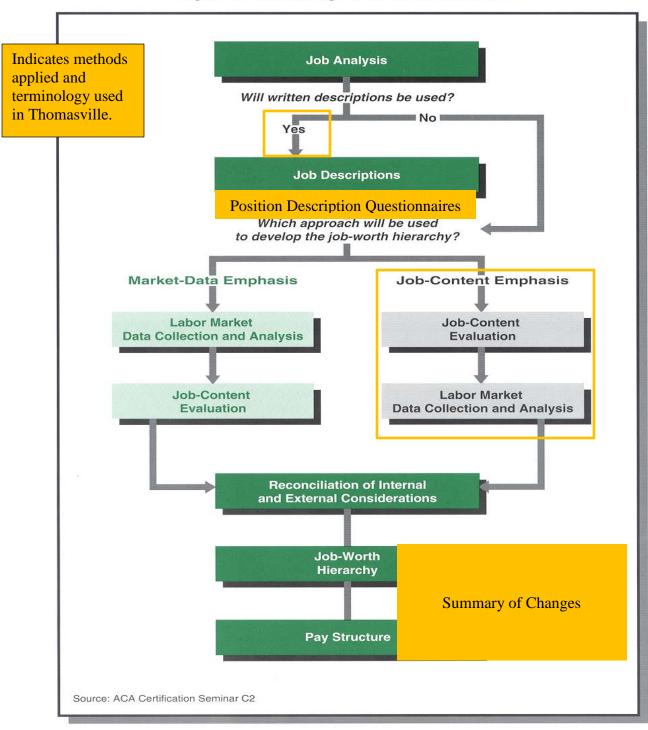


Table 1. Summary of Changes and Recommendations
This table presents the changes and recommendations of the study by classification. The implementation used is a 50% proportional implementation to minimum. Incumbents receive the greater of an increase to the proposed minimum or a 2.5% increase to current salary per pay grade change.

Summary of Changes and Recommendations							
Current Title	Proposed Title	CG	Current Min	PG	Proposed Min	Δ	
Accounting Clerk I	Accounting Clerk I	22	\$35,736.37	22	\$35,736.37	0	
Accounting Clerk II	Accounting Clerk II	24	\$39,399.36	24	\$39,399.36	0	
Accounting Operations Manager	Accounting Operations Manager	29	\$51,290.36	32	\$59,375.01	3	
Accounting Specialist	Accounting Specialist	26	\$43,737.77	28	\$47,890.17	2	
Accounting Technician	Accounting Technician	25	\$41,369.34	25	\$41,369.34	0	
Administrative Specialist I	Administrative Specialist I	23	\$37,523.20	23	\$37,523.20	0	
Administrative Specialist II	Administrative Specialist II	25	\$41,369.34	25	\$41,369.34	0	
Animal Control Officer	Animal Control Officer	23	\$37,523.20	24	\$39,399.36	1	
Assistant City Manager	Assistant City Manager	40	\$86,003.85	43	\$99,560.21	3	
Assistant Construction Superintendent	Assistant Construction Superintendent	28	\$47,890.17	30	\$52,798.91	2	
Assistant Finance Director	Assistant Finance Director	35	\$67,386.27	35	\$67,386.27	0	
Assistant Golf Professional I	Assistant Golf Professional I	16	\$27,240.92	18	\$29,400.42	2	
Assistant Golf Professional II	Assistant Golf Professional II	21	\$34,034.63	22	\$35,736.37	1	
Assistant/Spray Technician (Golf)	Assistant/Spray Technician (Golf)	23	\$37,523.20	24	\$39,399.36	1	
Athletic Director	Athletic Director	26	\$43,737.77	29	\$51,290.36	3	
Auto Mechanic I	Auto Mechanic I	20	\$32,413.96	23	\$37,523.20	3	
Auto Mechanic II	Auto Mechanic II	22	\$35,736.37	25	\$41,369.34	3	
Auto Mechanic III	Auto Mechanic III	24	\$39,399.36	27	\$45,609.69	3	
Billing Clerk	Billing Clerk	21	\$34,034.63	22	\$35,736.37	1	
Business License Inspector	Business License Inspector	28	\$47,890.17	28	\$47,890.17	0	
Call Center Operator	Call Center Operator	21	\$34,034.63	22	\$35,736.37	1	
Captain	Fire Captain.	30	\$52,798.91	31	\$55,438.88	1	
City Clerk	City Clerk	29	\$51,290.36	33	\$62,343.77	4	
City Engineer	City Engineer	38	\$78,008.04	39	\$81,908.43	1	
City Surveyor	City Surveyor	31	\$55,438.88	31	\$55,438.88	0	
Code Inspector I	Code Inspector I	26	\$43,737.77	27	\$45,609.69	1	
Code Inspector II	Code Inspector II	27	\$45,609.69	29	\$51,290.36	2	
Code Inspector III	Code Inspector III	28	\$47,890.17	31	\$55,438.88	3	
Collections Clerk	Collections Clerk	19	\$30,870.77	20	\$32,413.96	1	
Construction Superintendent	Construction Superintendent	31	\$55,438.88	33	\$62,343.77	2	
Crew Leader	Crew Leader	22	\$35,736.37	25	\$41,369.34	3	
Customer Service Golf	Customer Service Golf	16	\$27,240.92	17	\$28,000.40	1	
Customer Svc Supervisor	Customer Svc Supervisor	26	\$43,737.77	28	\$47,890.17	2	

Summary of Changes and Recommendations							
Current Title	Proposed Title	CG	Current Min	PG	Proposed Min	Δ	
Deputy Fire Chief	Deputy Fire Chief	36	\$70,755.60	39	\$81,908.43	3	
Director of Emergency Management	Director of Emergency Management	32	\$59,375.01	34	\$64,177.40	2	
Director of Finance	Director of Finance	37	\$74,293.37	39	\$81,908.43	2	
Division Chief of Code Enforcement/Fire Marshal	Division Chief of Code Enforcement/Fire Marshal	32	\$59,375.01	34	\$64,177.40	2	
Division Chief of Fire and Life Safety	Division Chief of Fire and Life Safety	32	\$59,375.01	34	\$64,177.40	2	
Division Chief of Training	Division Chief of Training	32	\$59,375.01	34	\$64,177.40	2	
Division Chief/Fire Marshal	Division Chief/Fire Marshal	32	\$59,375.01	34	\$64,177.40	2	
Downtown Economic Development Director	Downtown Economic Development Director	27	\$45,609.69	30	\$52,798.91	3	
Engineering Technician	Engineering Technician	27	\$45,609.69	27	\$45,609.69	0	
Equipment Operator I	Equipment Operator I	18	\$29,400.42	21	\$34,034.63	3	
Equipment Operator II	Equipment Operator II	19	\$30,870.77	22	\$35,736.37	3	
Equipment Operator III	Equipment Operator III	20	\$32,413.96	23	\$37,523.20	3	
Executive Assistant	Executive Assistant	27	\$45,609.69	27	\$45,609.69	0	
Facilities Crew Leader	Parks & Recreation Crew Leader	22	\$35,736.37	25	\$41,369.34	3	
Facilities Laborer I	Parks & Recreation Worker I	15	\$25,397.19	18	\$29,400.42	3	
Financial Analyst	Financial Analyst	28	\$47,890.17	30	\$52,798.91	2	
Fire Battalion Chief	Fire Battalion Chief	32	\$59,375.01	34	\$64,177.40	2	
Fire Captain	Fire Captain	30	\$52,798.91	31	\$55,438.88	1	
Fire Chief	Fire Chief	38	\$78,008.04	43	\$99,560.21	5	
Fire Equipment Operator	Fire Engineer	26	\$43,737.77	27	\$45,609.69	1	
Fire Equipment Operator I	Fire Engineer.	26	\$43,737.77	27	\$45,609.69	1	
Fire Specialist/Rescue	Fire/Rescue Specialist	26	\$43,737.77	27	\$45,609.69	1	
Firefighter I	Firefighter I	24	\$39,399.36	25	\$41,369.34	1	
Firefighter II	Firefighter II	25	\$41,369.34	26	\$43,737.77	1	
Fleet Service Assistant	Fleet Service Assistant	20	\$32,413.96	22	\$35,736.37	2	
Garage Superintendent	Garage Superintendent	27	\$45,609.69	31	\$55,438.88	4	
Garage Supervisor	Garage Supervisor	27	\$45,609.69	28	\$47,890.17	1	
Golf Course Superintendent	Golf Course Superintendent	31	\$55,438.88	31	\$55,438.88	0	
Golf Greens Crew Leader	Golf Greens Crew Leader	20	\$32,413.96	25	\$41,369.34	5	
Golf Greenskeeper I	Golf Greenskeeper I	16	\$27,240.92	19	\$30,870.77	3	
Golf Greenskeeper II	Golf Greenskeeper II	17	\$28,000.40	21	\$34,034.63	4	
Golf Greenskeeper III	OMIT CLASS	19	\$30,870.77				
Golf Turf Mechanic	Golf Turf Mechanic	21	\$34,034.63	25	\$41,369.34	4	
Head Golf Professional	Head Golf Professional	31	\$55,438.88	31	\$55,438.88	0	
Human Resources Analyst	Human Resources Analyst	27	\$45,609.69	29	\$51,290.36	2	

Sun	mary of Changes and Recom	men	dations			
Current Title	Proposed Title	CG	Current Min	PG	Proposed Min	Δ
Human Resources Director	Human Resources Director	37	\$74,293.37	39	\$81,908.43	2
Human Resources Technician	Human Resources Technician	24	\$39,399.36	26	\$43,737.77	2
Laboratory Supervisor	Laboratory Supervisor	31	\$55,438.88	33	\$62,343.77	2
Laborer I	Laborer	15	\$25,397.19	18	\$29,400.42	3
Laborer II	Parks & Recreation Worker II	17	\$28,000.40	20	\$32,413.96	3
Laborer III	OMIT CLASS	19	\$30,870.77			
Lead Accounting Clerk	Accounting Specialist.	26	\$43,737.77	28	\$47,890.17	2
Lead Billing Clerk	Lead Billing Clerk	23	\$37,523.20	24	\$39,399.36	1
Lead Meter Reader	Lead Meter Reader	21	\$34,034.63	23	\$37,523.20	2
Lead Operator Golf	Lead Operator Golf	20	\$32,413.96	20	\$32,413.96	0
Maintenance Construction Superintendent	Maintenance Construction Superintendent	31	\$55,438.88	31	\$55,438.88	0
Maintenance Mech/Cemetery	Maintenance Mech/Cemetery	17	\$28,000.40	22	\$35,736.37	5
Master Police Officer I	Master Police Officer I	27	\$45,609.69	29	\$51,290.36	2
Master Police Officer II	Master Police Officer II	28	\$47,890.17	30	\$52,798.91	2
Master Sergeant	Master Sergeant	31	\$55,438.88	32	\$59,375.01	1
Meter Reader	Meter Reader	18	\$29,400.42	20	\$32,413.96	2
Meter Services Technician	Meter Services Technician	19	\$30,870.77	21	\$34,034.63	2
Minimum Housing Inspector	Minimum Housing Inspector	25	\$41,369.34	26	\$43,737.77	1
MIS Assistant Director	MIS Assistant Director	32	\$59,375.01	36	\$70,755.60	4
MIS Director	MIS Director	35	\$67,386.27	39	\$81,908.43	4
Office Support I	Office Support I	15	\$25,397.19	18	\$29,400.42	3
Office Support II	Office Support II	20	\$32,413.96	20	\$32,413.96	0
Office Support III	Administrative Specialist I.	22	\$35,736.37	23	\$37,523.20	1
Office Support IV	Administrative Specialist II.	24	\$39,399.36	25	\$41,369.34	1
Parks & Recreation Director	Parks & Recreation Director	37	\$74,293.37	39	\$81,908.43	2
Parks & Recreation Superintendent	Parks & Recreation Superintendent	26	\$43,737.77	31	\$55,438.88	5
Parks & Recreation Worker I	Parks & Recreation Worker I.	18	\$29,400.42	18	\$29,400.42	0
PC Support Specialist	PC Support Specialist	27	\$45,609.69	29	\$51,290.36	2
Peak Time City Attorney	Peak Time City Attorney	39	\$81,908.43	40	\$86,003.85	1
Peak Time Collections Clerk	Peak Time Collections Clerk	19	\$30,870.77	21	\$34,034.63	2
Permits Specialist	Permits Specialist	25	\$41,369.34	25	\$41,369.34	0
Planning/Zoning Administrator	Planning/Zoning Administrator	31	\$55,438.88	32	\$59,375.01	1
Police Captain	Police Captain	35	\$67,386.27	37	\$74,293.37	2
Police Chief	Police Chief	37	\$74,293.37	43	\$99,560.21	6
Police Corporal	Police Corporal	29	\$51,290.36	31	\$55,438.88	2
Police Lieutenant	Police Lieutenant	32	\$59,375.01	33	\$62,343.77	1

Sum	mary of Changes and Recom	men	dations			
Current Title	Proposed Title	CG	Current Min	PG	Proposed Min	Δ
Police Major	Police Major	36	\$70,755.60	38	\$78,008.04	2
Police Officer I	Police Officer I	25	\$41,369.34	27	\$45,609.69	2
Police Officer II	Police Officer II	26	\$43,737.77	28	\$47,890.17	2
Police Officer Trainee	Police Officer Trainee	24	\$39,399.36	26	\$43,737.77	2
Police Sergeant	Police Sergeant	30	\$52,798.91	32	\$59,375.01	2
Public Works Director	Public Works Director	36	\$70,755.60	39	\$81,908.43	3
Purchasing/Inventory Specialist	Purchasing/Inventory Specialist	26	\$43,737.77	27	\$45,609.69	1
Records Clerk/Communications Officer I	Communication Officer I	19	\$30,870.77	21	\$34,034.63	2
Records Clerk/Communications Officer II	Communication Officer II	20	\$32,413.96	22	\$35,736.37	2
Records Clerk/Communications Officer III	OMIT CLASS	21	\$34,034.63			
Records/Communication Supervisor	Records/Communication Supervisor	23	\$37,523.20	26	\$43,737.77	3
Recreation Center Supervisor	Recreation Center Supervisor	22	\$35,736.37	25	\$41,369.34	3
Recreation Program Manager	Recreation Programs Manager	26	\$43,737.77	27	\$45,609.69	1
Recreation Specialist	Recreation Specialist	24	\$39,399.36	25	\$41,369.34	1
Rescue Captain	Rescue Captain	30	\$52,798.91	32	\$59,375.01	2
Rescue Equipment Operator	Rescue Engineer	27	\$45,609.69	28	\$47,890.17	1
Risk Manager	Risk Manager	27	\$45,609.69	29	\$51,290.36	3
Sanitation Collector	Sanitation Collector	15	\$25,397.19	18	\$29,400.42	
Sanitation Equipment Operator	Sanitation Equipment Operator	19	\$30,870.77	21	\$34,034.63	2
Sanitation Operator III	Sanitation Equipment Operator, Senior	20	\$32,413.96	23	\$37,523.20	3
Sanitation Superintendent	Sanitation Superintendent	31	\$55,438.88	33	\$62,343.77	2
Sanitation Supervisor	Sanitation Supervisor	24	\$39,399.36	27	\$45,609.69	3
Signs & Signals Supervisor	Signs & Signals Supervisor	24	\$39,399.36	28	\$47,890.17	4
Signs & Signals Technician	Signs & Signals Technician	20	\$32,413.96	24	\$39,399.36	4
Street Superintendent	Street Superintendent	31	\$55,438.88	32	\$59,375.01	1
Streets Crew Leader	Streets Crew Leader	22	\$35,736.37	25	\$41,369.34	3
Streets Laborer	Laborer.	15	\$25,397.19	18	\$29,400.42	3
Streets Operator I	Streets Operator I	18	\$29,400.42	21	\$34,034.63	3
Streets Operator II	Streets Operator II	18	\$29,400.42	22	\$35,736.37	4
Streets Supervisor	Streets Supervisor	24	\$39,399.36	28	\$47,890.17	4
Utilities Director	Utilities Director	38	\$78,008.04	40	\$86,003.85	2
Utility Locator	OMIT CLASS					
W/S Lead Plant Operator	W/S Lead Plant Operator	26	\$43,737.77	28	\$47,890.17	2
W/S Maintenance Technician	W/S Maintenance Technician	21	\$34,034.63	24	\$39,399.36	3

Summary of Changes and Recommendations							
Current Title	Proposed Title	CG	Current Min	PG	Proposed Min	Δ	
W/S Plant Maintenance Supervisor	W/S Plaint Maintenance Chief.	23	\$37,523.20	29	\$51,290.36	6	
W/S Plant Operator I	W/S Plant Operator I	22	\$35,736.37	24	\$39,399.36	2	
W/S Plant Operator II/C	W/S Plant Operator II/C	23	\$37,523.20	25	\$41,369.34	2	
W/S Plant Operator III/B	W/S Plant Operator III/B	24	\$39,399.36	26	\$43,737.77	2	
W/S Plant Operator IV & A	W/S Plant Operator IV & A	25	\$41,369.34	27	\$45,609.69	2	
W/S Plant Operator/Lab Technician	W/S Plant Operator/Lab Technician	24	\$39,399.36	26	\$43,737.77	2	
W/S Plant Relief Operator	OMIT CLASS	23	\$37,523.20				
W/S Plant Superintendent	W/S Plant Superintendent	31	\$55,438.88	33	\$62,343.77	2	
W/S Utility Chief Maintenance Mechanic	W/S Utility Chief Maintenance Mechanic	22	\$35,736.37	26	\$43,737.77	4	



October 30, 2023

To: Mayor & City Council

From: Michael Brandt, City Manager

Re: Implementation of Pay Study

When the City Council approved the development of the Pay and Classification Study, I made the statement that paying for the study will require additional revenue, and that Council would have to be open to raising this revenue through various means. Now that the study is complete, Council needs to review the Study and make decisions regarding implementation and funding.

As a reminder, the City has not performed a Pay and Classification Study since at least 2011. Over the past two years, it has become increasingly difficult to find and hire employees in many positions within the City, including police officers, laborers, skilled technicians (especially water and sewer operators), and other positions. We have also focused our efforts on increasing the salaries of our entry-level laborer positions, with the goal to get starting salaries for all positions to \$15 hour. We have done this by offering higher COLA increases for those employees making less than \$40,000. As part of the Study, another goal is to increase City salaries to as close to average starting pay in the region as possible. As I have stated in the past, we thought we were behind other jurisdictions in pay, and now that we have concluded the study, we know that we are behind other governments in our region.

It is my recommendation that Council adopt the proposed Pay and Classification Study as presented by Piedmont Triad Regional Council staff. They have reviewed our grade classifications and job duties for all positions in the City and have recommended a path forward to meet our goals. The proposed lowest starting salary is just below \$15/hour, which, after our standard 6-month probationary period, will increase to over \$15/hour. Just about every employee will receive some increase in salary, depending on his or her position and grade. While we are unable to get to the regional average starting salary for most positions, we will be within a few percentage points of the average for most. I also recommend that Council implement the study in the current fiscal year, so that the City does not fall further behind our competing communities and to show the employees your support for the work they do on your behalf.

Funding the Study Recommendations

Funding the Pay & Classification Study involves not only changing the grades of the positions, but also being able to fund the fringe benefits necessary for implementation. I am indebted to Thomas Avant, Finance Officer, for his efforts to develop the data to determine the estimated total expense. Of note, the Golf Course is integrated into the General Fund, since the City is closing the Golf Course Fund after FY 24.

FUND	Employee Compensation (Salary/Fringe + COLA)	Recommended Study Employee Compensation (Salary/Fringe + COLA)	Additional Annual Cost	Additional ½ Year Cost
General/Golf Fund	\$15,452,682	\$16,406,716	\$954,034	\$477,016
Utility Fund	\$3,001,444	\$3,218,487	\$217,043	\$108,521
Total	\$18,454,126	\$19,625,204	\$1,171,077	\$585,538

If Council supports the implementation of the Study in the current fiscal year, staff recommends that undesignated, supplanted, American Rescue Plan funds (\$504,368) be utilized to cover expenses in the General Fund and a portion of expenses in the Utility Fund. The additional expenses in the Utility Fund can be transferred from the Utility Contingency account, which will leave ~\$138,000 available. Recommendation is to implement the changes between January 15 and February 15, 2024.

\$ 477,016	to be transferred for half-year cost in General & GC Fund
\$ 27,351	to be transferred to Utility Fund from General Fund
\$ 81,171	To be transferred from Utility Contingency
\$ 585,538	Total

Funding the pay increases will become more difficult in future years, and will require Council to make decisions to raise revenues from taxes or other revenues. In the General Fund, the two most stable sources of revenues are property taxes and sanitation collection fees. The current tax rate is \$0.62 cents per \$100 valuation. One-cent of property tax raises ~\$220,235 in revenues (FY 2024). To fully-fund the General Fund annual cost of the study only through taxes, the tax rate would need to be increased \$0.043 cents (\$0.663 total). To provide a "real-world" comparison, a residential property valued at \$250,000 currently pays \$1,550 annually (not including County or School taxes). An increase of 4.3 cents would increase the annual tax bill by \$107.50 to \$1,657.50 or a

6.9% increase. The attached chart provides context to the City's property tax as compared to other cities our size and/or within the region.

The second most stable source of income is the sanitation fee. State law allows cities to charge for solid waste services, including collection, transport, and tipping fees. The only stipulation is that the City cannot collect fees more than the cost of providing the service. The City charges \$7.25 per month (\$87 annually) for residential and small business sanitation fees. This totals \$958,363 in annual revenues, which is less than 1/3 of the sanitation budget of \$3,155,993. The attached Garbage Collection fee chart shows that Thomasville has one of the lowest sanitation fees in the region. Each dollar of disposal fees generates \$132,000. To generate the funds in the General Fund necessary to pay for the Pay Study exclusively from sanitation fees would require a fee of \$15.00 per month (\$180 annually), or slightly more than double the current rate. This new rate is in line with Lexington, Trinity, and Jamestown and is below High Point and Asheboro.

Other sources of income such as sales tax, recreation fees, development fees, and interest income are more volatile and subject to the local, state, and national economy. While revenues in these sources have increased recently, I am reluctant to recommend using these sources exclusively for implementing the Pay Study. Inflation and general cost increases are expected in the FY 24-25 operations and maintenance budget next year. Over the past several years we have strived to keep operating budgets in check, so there is not a lot of room to cut from operations.

While a final decision on how the Council will fund the Pay Study is not required at this time, I am looking for guidance as to how Council wants to increase revenues to fund the proposed Study. Depending on your guidance, staff will develop the FY25 budget as appropriate. If Council decides to move forward with implementation of the study this fiscal year, a Budget Amendment will need to be approved at the December meeting to appropriate the necessary funding for implementing. Also, please understand that if a decision is made to fund the Study implementation, Council is committing to generating a recurring revenue source — either taxes or increased customer fees - for continued funding of the study going forward.

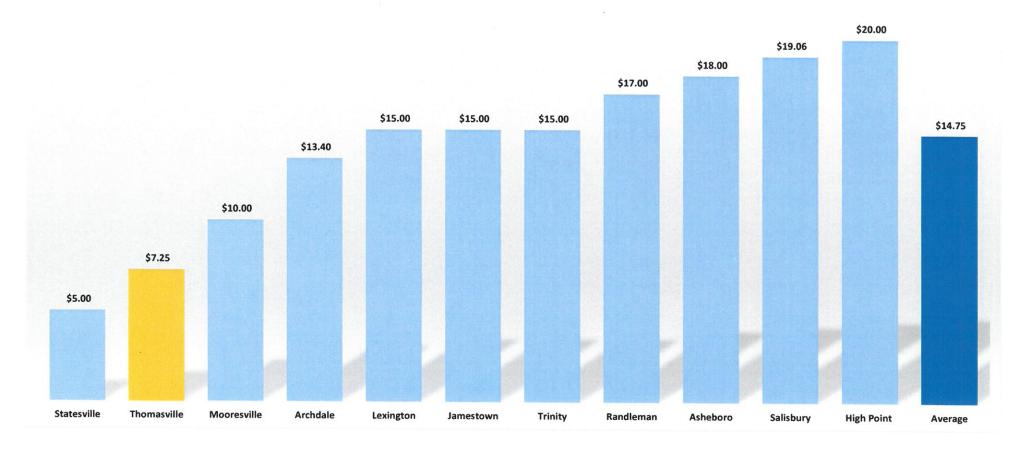
My recommendation for funding the Pay Study in the Utility Fund is much simpler. There is significantly less staff, and the overall cost of the study is less than \$220,000 annually. I believe that the already planned rate increases and minor adjustments to the operational budgets will provide the revenues necessary to fund the study in future fiscal years.

As City Manager, it is my responsibility to support the employees under my charge. Over the past three years, City Council has shown a willingness to support our employees who have faced hardships and significant

mental stress. Most have stayed loyal to the community, working long hours, extra shifts, and continuously striving to improve the City. I know that it is a difficult decision that Council must make regarding raising revenues to implement the Study, but I am deeply concerned that if we do not implement this plan, it will lead to more employees leaving, lower morale, and difficulty in hiring new employees. We have made great strides as an organization. We have a strong, skilled, veteran workforce, and it is my experience that in order to keep them, we need to support them now.



Residential: Garbage Disposal Monthly Fee.



Agenda Item Cover Sheet

Admin. Use Only:			Committee Name	Personnel/Finar	nce
1			Committee Date		
			And Agenda #	11.8.23	PF3
Item Name:					
Consideration of Ce	ertified Lessee Resolution for Munici	pal Equipment	Lease-Purchase Agre	eement #25428 - Moto	rola
Solutions			_		
Description of Item	1:				
	urchase agreement for PD and FD rad	dio replaceme	nt		
Back-Up Materials:					
	se-Purchase Agreement				
1					
-					
		E-MILEY - MILE			
Council Action Requ	uested:			3	
Approval of Resolut					
Requested By:	Thomas Avant	1	Department:	Finance	

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease 25458) held on (Enter date)		
December	, 2023, the following resolution was introduced and adopted.	
BE IT RESOLVED by the Governing Board of Lessee as follows:		

- 1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Thomasville(Lessee) and Motorola Solutions, Inc. (Lessor).
- 2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
- 3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.



10/19/23

City of Thomasville 10 Salem Street Thomasville NC 27360

RE: Municipal Lease # 25458

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the solution to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25458 are valid for contracts that are executed and returned to Motorola on or before **December 20, 2023**. After **12/20/23**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC Attn: Bill Stancik / 44th Floor 500 W. Monroe Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC Bill Stancik

LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1.	Complete Billing Address	City of Thomasville
	E-mail Address:	
	Attention:	
	Phone:	
2.	Lessee County Location:	
3.	Federal Tax I.D. Number	
4.	Purchase Order Number to be refer applicable <u>cost center</u> or <u>department</u>	enced on invoice (if necessary) or other "descriptions" that may assist in determining the:
5.	Equipment description that you wo	uld like to appear on your invoicing:
Appro	opriate Contact for Documentation / System	Acceptance Follow-up:
6.	Appropriate Contact & Mailing Address	
	Phone:	·
	Fax:	
7.	Payment remit to address:	Motorola Solutions Credit Company LLC P.O. Box 71132 Chicago IL 60694-1132
Thank	you	Cincago 11 00094-1132

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25458

LESSEE:

LESSOR:

City of Thomasville 10 Salem Street Thomasville NC 27360 Motorola Solutions, Inc. 500 W. Monroe Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

- 1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached heretoand unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").
- 2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.
- **3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for

Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

- 7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.
- **8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.
- **9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.
- 10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.
- 11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or

measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

- 13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.
- 14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.
- 15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

- 17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available t
- 18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.
- 19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.
- **20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.
- **21. GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.
- 22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.
- 23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 23rd day of December 2023.

LESSEE: City of Thomasville	LESSOR: MOTOROLA SOLUTIONS, INC.
By:	Ву:
Printed Name: Title:	Uygar Gazioglu Title Treasurer

CERTIFICATE OF INCUMBENCY

I,	do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)	
North Carolina that I have custody o	of the City of Thomasville, an entity duly organized and existing under the laws of the State of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement
is/are the duly elected or appointed of (i) the signature(s) set forth above his/ officer(s) have the authority on behalfCity of Thomasville and M	cer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that ter/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such of such entity to enter into that certain Equipment Lease Purchase Agreement number 25458, between storola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000,attached the Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.
IN WITNESS WHEREOF, I have ex	ecuted this certificate this day of December, 2023.
By: (Signature of Secretary/Clerk	
With respect to that certain E	OPINION OF COUNSEL uipment Lease-Purchase Agreement 25458 by and between Motorola Solutions, Inc. and the Lessee, I
am of the opinion that: (i) the Lessee i political subdivision or agency of the sperformance by the Lessee of the Leas a legal, valid and binding obligation or make all payments required to be paid	within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted tate of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to under the Lease during the current fiscal year of the Lease, and such monies have been properly ose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of
Attorney fo	City of Thomasville

SCHEDULE A EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A

25458

Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 25458 ("Lease"), between Lessor and _Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 59 Months

Commencement Date:

12/20/23

First Payment Due Date:

12/20/24

5 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Compoun	d Period:		Ar	nnual				
Nominal /	Annual Rate:		5.5	568%				
CASH FLO	W DATA							
	Event	Date		Amount		Number	Period	End Date
1	Lease	12/20/2023	\$	1,474,916.39		1		
2	Lease Payment	12/20/2024	\$	345,816.62		4	Annual	12/20/2027
3	Lease Payment	11/20/2028	\$	345,816.62		1		
AMORTIZA	ATION SCHEDULE	- Normal Amort	izat	ion, 360 Day Y	'ear			
						S		
Lanca	Date	Lease Payment		Interest		Principal	Balance	
Lease				Interest		Principal	Balance \$ 1,474,916.39	
Lease	Date 12/20/2023				\$	Principal 263,693.28		
	Date 12/20/2023 12/20/2024	Lease Payment			\$	•	\$ 1,474,916.39	
1	Date 12/20/2023 12/20/2024 12/20/2025	Lease Payment \$ 345,816.62	\$	82,123.34		263,693.28	\$ 1,474,916.39 \$ 1,211,223.11	
1	Date 12/20/2023 12/20/2024 12/20/2025 12/20/2026	\$ 345,816.62 \$ 345,816.62	\$	82,123.34 67,440.90	\$	263,693.28 278,375.72	\$ 1,474,916.39 \$ 1,211,223.11 \$ 932,847.39	
1 2 3	Date 12/20/2023 12/20/2024 12/20/2025 12/20/2026 12/20/2027	\$ 345,816.62 \$ 345,816.62 \$ 345,816.62	\$ \$	82,123.34 67,440.90 51,940.94	\$	263,693.28 278,375.72 293,875.68	\$ 1,474,916.39 \$ 1,211,223.11 \$ 932,847.39 \$ 638,971.71	

INITIAL INSURANCE REQUIREMENT: \$1,474,916.39

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 25458 to that Equipment Lease Purchase Agreement number 25458 will be maintained by the City of Thomasville as stated in the Equipment Lease Purchase Agreement.

Name of insurance provider				
Address of insurance provide	er			
City, State and Zip Code				
DI 1 C1 1	.,			
Phone number of local insura	ance provider			
E-mail address				
D man address				
In accordance with the Equip , hereby certifies that followi				ity of Thomasville
Туре	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	-	The second secon		
Property Damage				
Public Liability				

Certificate shall include the following:

This insurance is provided by:

Description: All Equipment listed on Schedule A number 25458 to that Equipment Lease Purchase Agreement number 25458. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25458 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee 1303 E. Algonquin Road Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, <u>please address the following questions</u> by completing this form or by sending a separate letter:

- 1. What is the specific use of the equipment?
- 2. Why is the equipment essential to the operation of City of Thomasville?
- 3. Does the equipment replace existing equipment?

If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for current fiscal year and future fiscal years?

the

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: <u>25458</u> Lease Schedule A No.: <u>25458</u>

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A#
		25458. See Schedule A for a detailed Equipment
		List.

LESSEE:		
City of Thomasville		
Ву:		
Date:		

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Gov	erning Body of the Lessee (as defined in the Lease 25458) held on (Enter date)
December	2023, the following resolution was introduced and adopted.
BE IT RESOLVED by the Governing	

- 1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Thomasville(Lessee) and Motorola Solutions, Inc. (Lessor).
- 2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
- 3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Form 8038-G

(Rev. December 2018)

Information Return for Tax-Exempt Governmental Bonds

▶ Under Internal Revenue Code section 149(e)

Department of the Treasury Internal Revenue Service

► See separate instructions. Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Form **8038-G** (Rev. 9-2018)

Cat. No. 63773S

Par	Reporting Author	ority			If Amended R	eturn,	check here	*
	ssuer's name of Thomasville				2 Issuer's emp	loyer id	entification numbe	er (EIN
_		er) with whom the IRS may commu	unicate about this return (see in	nstructions)	3b Telephone nu	mber of	other person show	vn on 3
4	Number and street (or P.O. box it	f mail is not delivered to street add	dress)	Room/suite	5 Report numb	er (For I	IRS Use Only)	
	alem Street						3	
	City, town, or post office, state, a	nd ZIP code			7 Date of issue			
Thor	nasville NC 27360					12/20	0/23	
8	Name of issue				9 CUSIP numb	er		
Equip	ment Lease-Purchase Agre	ement 25458			none			
	Name and title of officer or other enstructions)	employee of the issuer whom the	IRS may call for more informati	ion (see	10b Telephone no employee sho			
Part	II Type of Issue (e	nter the issue price). S	See the instructions and	attach sche	dule.			
11	Education					11		П
12						12		
13	Transportation					13		
14	Public safety					14	1,474,916.39	
15	Environment (including s	sewage bonds)				15		
16	Housing					16		
17	Utilities					17		
18	Other. Describe ►					18		
19a	If bonds are TANs or RA	ANs, check only box 19a			▶ □			
b		ck only box 19b						
20		of a lease or installment sa						
Part	Description of B	onds. Complete for the	entire issue for which	n this form	is being filed.			
	(a) Final maturity date	(b) Issue price	(c) Stated redemption		(d) Weighted average maturity		(e) Yield	
21	11/20/28	1,474,916.39	1,474,916.39		4.92 years		5.56	8 %
Part	V Uses of Proceed	ls of Bond Issue (inclu	ding underwriters' d	liscount) N	A			
22	Proceeds used for accru	ed interest				22		
23		e (enter amount from line				23		
24		issuance costs (including						
25	Proceeds used for cred	dit enhancement		. 25				
26		easonably required reserve	The state of the s					
27		prior tax-exempt bonds.						
28	Proceeds used to retund	prior taxable bonds. Com	plete Part V	28				
29	Total (add lines 24 through	ah 28)				29		
30		of the issue (subtract line 2		r amount he	ere)	30		_
Part	The state of the s	efunded Bonds. Comp				-		
31		hted average maturity of					V	/ears
32		thted average maturity of t			•			ears
33		nich the refunded tax-exen			YY) >		у	Cais
34	Enter the date(s) the refu	unded bonds were issued	► (MM/DD/YYYY)	270	2.			

For Paperwork Reduction Act Notice, see separate instructions.

Form	8038-G	(RAV	0-2018	í

ter the amounter the amounter the final rate the name tolded financing	nt of gross proceeds inversetions	sted or to be invested in a	nder section 141(b)(5)		
IC). See instr ter the final r ter the name oled financin	ructions			tract	
ter the final r ter the name oled financin	naturity date of the GIC of the GIC provider				
ter the name oled financin	of the GIC provider > _	·			
oled financin					
otner aoverni			that are to be used to make		
			npt issue, check box ► □		owing information:
					J
	f the issuer of the master				
	of the issuer of the mast				
			III) (small issuer exception), o	check box	
he issuer has	elected to pay a penalty	in lieu of arbitrage rebate	, check box		
he issuer has	identified a hedge, chec	k here ► 🗌 and enter th	e following information:		
me of hedge	provider >				
pe of hedge					
rm of hedge	•				
he issuer has	superintegrated the hed				
			all nonqualified bonds of		
			ee instructions), check box		
			uirements of section 148, ch		
		•	s, check here <a> <a> <a> <a> <a> <a> <a> <a> <a> <a>	nter the amount	
	nt	-			
	he official intent was ado				
e and belief		plete. I further declare that I cons	ccompanying schedules and statement to the IRS's disclosure of the issu		
	Cianature of Autho	rized Representative	Dave Title		
	Signature of Autho				

Agenda Item Cover Sheet

Admin. Use Only:		Committee Name	Personnel/	Finance
		Committee Date		
		And Agenda #	11.8.23	PF4
Item Name:				
Consideration of E	Budget Amendment 2024 - P5 - 01			
Description of Item	:			
1.1				
, "7				
Back-Up Materials:				
Budget Amendment				
Council Action Requ	ested:			
Approval				
Requested By:	Thomas Avant	Department: Fina	ince	

City of Thomasville

Budget Amendment

To: City Manager

From: Finance Director

Date: 10/27/2023

Council Budget Amendment Reference #: 2024 - P5 - 01

Re: 2023-2024 Budget Amendment

The amendment appropriates the city's contribution (2% closing fee) for the Rains Road Pump Station Upgrade capital project and appropriates funding for compliance with GASB 87 requirements for reporting capital leases. The municipal lease-purchase agreement with Motorola Solutions, Inc. for the replacement of radios for the Police and Fire Departments includes a purchase cost of \$1,474,917. The amendment recognizes the full 59 month contractual cost of the equipment in the current fiscal year in which the contract is entered. The contract includes a two-year first payment deferral arrangement, so principal and interest payments will begin in FY 2026. Contingency in the General Fund will be used for the acquisition of a DocHub electronic signature application for all city departments. Insurance proceeds are appropriated in the Public Works department for damage to a bus shelter.

The amendment also transfers \$12 of surplus ARPA grant funding in the General Fund to supplant PD salaries for the 9/8/2023 pay date.

GENERAL FUND

	INCREASE REVENUE		
010-0000-370.05-00	Other Financing Sources/Capital Leases	\$1,4	474,917.00
010-0000-383.01-00	Refunds/Insurance Proceeds	\$	9,247.00
Total		\$1,4	484,164.00
	DECREASE APPROPRIATION		
010-5110-521.02-01	Salaries/Full Time	\$	12.00
010-5310-524.74-00	Capital Outlay/Equipment	\$	12.00
010-9010-505.58-00	Unallocated/Contingency	\$	4,000.00
Total		\$	4,024.00
	INCREASE APPROPRIATION		
010-4210-512.45-01	Contracted Services/Professional	\$	12.00
010-5110-521.02-01	Salaries/Full Time	\$	12.00
010-5630-532.33-00	Operations & Maintenance/Supplies	\$	9,247.00
010-5710-524.74-00	Capital Outlay/Equipment	\$1,4	174,917.00
010-4210-512.45-01	Contracted Services/Professional	\$	4,000.00
Total		\$1,4	188,188.00

WATER/SEWER ENTERPRISE FUND

INCREASE	APPROPRIATION	
114011111101		

030-0000-398.01-00 Retained Earnings \$ 20,000.00

INCREASE APPROPRIATION

030-7096-572.90-61 Contribution to Capital Project \$ 20,000.00

Agenda Item Cover Sheet

Admin. Use Only:			Committee Name	Personnel/F	inance
			Committee Date		_
			And Agenda #	11.8.23	PF5
Consideration of Ca	pital Project Ordinance - Rains Road Pu	mn Station	Ungrades Project	WA	_
	prediction of a marine Rains Road Fa	mp station	opgrades rioject		
Description of Item	1:				
	state grant funding and a \$1,000,000 C	lean Water	State Revolving Fund	(SRF) Loan	
Back-Up Materials:					
	nance; Funding Offer and Acceptance Le	etter from I	NCDEQ		
Council Action Requ	uested:				
Approval					
Requested By:	Thomas Avant		Department: Fi	nance	<u> </u>

STATE OF NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY DIVISION OF WATER INFRASTRUCTURE

Funding Offer and Acceptance	-,			
Legal Name and Address of Award Recipient City of Thomasville		Project Number:	CS370619- SRP-W-AR	
P. O. Box 368 Thomasville, North Carolina 27361		Assistance Listing Numbe Unique Entity Identifier	r: SRF 66.458 KLLRF9REG	3/ARP 21.027 XU4
Funding Program				
Drinking Water Wastewater		Additional Amount for Funding Increases	Previous Total	Total Offered
State Revolving Fund (SRF)	\boxtimes			\$1,000,000
State Reserve Loan (SRP)				
State Reserve Grant (SRP)				
State Grant Appropriation (SAP)				
American Rescue Plan Act (ARPA)	\boxtimes			\$4,000,000
Project Description: Rains Road Pump Station Upgrade		Total Financial As Total Project Cost Estimated Closing For Loans Principal Forgiven Interest Rate: Maximum Loan To	: Fee*: ess:	\$5,000,000 \$5,020,000 \$20,000.00 \$500,000 0.68% Per Annum 20 Years
*Estimated closing fee calculated based on grant and lo Pursuant to North Carolina General Statute 159G: The applicant is eligible under Federal and The project is eligible under Federal and State of the project has been approved by the Department of the Department of the project has been approved by the Department of	State	e law, aw, and	y as having suffici	ent priority to receive
The Department of Environmental Quality, acting assistance described in this document.	on b	ehalf of the State of North	n Carolina, hereb	y offers the financial
		rector, Division of Water In Department of Environme		
Sudi Eda)		7/5/2023		
Signature Signature		Date		
	Michael Cix			
Muluul III. Signature	0	Date	9/07/200	3

AMERICAN RESCUE PLAN ACT (ARPA) STANDARD CONDITIONS

Project Applicant: City of Thomasville Project Numbers: CS370619-08/ SRP-W-ARP-0239

- Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's <u>Final Rule</u> for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the <u>SLFRF</u> <u>Compliance and Reporting Guidance</u> not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
- 2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
- 3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
- 4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: http://www.sam.gov. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
- 5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the <u>SLFRF Compliance and Reporting Guidance</u> specifies.
- 6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARPA-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt funding recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
- Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
- 8. Funds made available by the ARPA that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

ASSURANCES

Project Applicant: City of Thomasville Project Number: CS370619-08/ SRP-W-ARP-0239

- The Applicant intends to construct the project or cause it to be constructed to final completion in accordance
 with the Application approved for financial assistance by the Division.
- 2. The Applicant is responsible for paying for the costs ineligible for ARPA funding.
- **3.** The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
- 4. The Applicant will provide and maintain adequate engineering supervision and inspection.
- 5. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
- 6. All ARPA funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
- 7. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
- 8. Funds must be fully spent (i.e., fully reimbursed to the recipient) by December 31, 2026.
- **9.** The applicant acknowledges that loan funds contained in this Funding Offer require approval from the North Carolina Local Government Commission before they can be disbursed.

STATE REVOLVING FUND (SRF) STANDARD CONDITIONS FOR FEDERAL SRF LOANS

Project Applicant: City of Thomasville Project Numbers: CS370619-08/ SRP-W-ARP-0239

1. The following "super cross cutters" apply to SRF projects and may be found in the Public Policy Requirements section of the EPA General Terms and Conditions for each year's appropriation. This document can be found at https://www.epa.gov/sites/production/files/2015—
08/documents/crosscutterhandbook.pdf Please note that nothing is submitted to the State's SRF program offices regarding compliance with these items.

- (a) Title VI of the Civil Rights Act of 1964
- (b) Section 504 of the Rehabilitation Act of 1973
- (c) The Age Discrimination Act of 1975
- (d) Section 13 of the Federal Water Pollution Control Act Amendments of 1972
- 2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
- 3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
- 4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: http://www.sam.gov. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
- 5. The construction contract(s) requires the contractor to adhere to Davis Bacon and Related Acts Provisions and Procedures as listed in the Code of Federal Regulations Chapter 29 Part 5 Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148.
- 6. As required by H.R. 3547, "Consolidated Appropriations Act, 2014" Section 436, Division G, Title IV, this project is subject to American Iron and Steel provisions. The State provides detailed requirements to be included in the construction contract specifications.
- 7. Section 603(d)(1)(E) of the Federal Water Pollution Control Act requires subject to develop and implement a Fiscal Sustainability Plan (FSP) for projects that involve the repair, replacement or expansion of publicly owned treatment works. Note that FSPs are not required for new treatment works. The certification provided must be submitted regarding compliance with this section of the Act.
- 8. Section 602(b)(14) of the Clean Water Act requires projects receiving CWSRF funding to comply with Federal engineering procurement guidelines. The State provides a certification form that must be completed prior to receiving funds for any engineering services covered under this funding offer.

ASSURANCES

Project Applicant: City of Thomasville Project Numbers: CS370619-08/ SRP-W-ARP-0239

The Applicant intends to construct the project or cause it to be constructed to final completion in accordance
with the Application approved for financial assistance by the Division.
 The recipient acknowledges that in the event a milestone contained in the most recent Clean Water State
Revolving Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental
Quality will rescind this Funding Offer.

- 2. The Applicant is responsible for paying for the costs ineligible for SRF funding.
- **3.** The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
- 4. As of the acceptance of this Funding Award Offer, steps A-D in the SRF Guidance will be complete. These Assurances, likewise, incorporate the most recent version of the SRF Guidance, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRF Guidance document. The remaining steps generally govern project design, bidding, contracting, inspection, reimbursements, closeout and repayment.
- 5. The Applicant will provide and maintain adequate engineering supervision and inspection.
- 6. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
- 7. All SRF funds loaned shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
- 8. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
- **9**. The applicant acknowledges that loan funds contained in this Funding Offer require approval from the North Carolina Local Government Commission before they can be disbursed.

Agenda Item Cover Sheet

Admin. Use Only:	Committee Name	Personnel/Fin	ance
	Committee Date		
	And Agenda #	11.8.23	PF6
Item Name:			
	ARPA Earmark Waterline Replacements Grant		
Description of Item: \$1,000,000 grant award from NCDEO from ty	vo separate \$500,000 state appropriated ARPA	awards	
91,000,000 grant awara nom Nebeq nom tv	vo separate 9300,000 state appropriated ANI A	(awarus	
		2	
Back-Up Materials:			
Capital Project Ordinance; Funding Offer and	Acceptance Letter from NCDEQ		200
			_
Council Action Requested:			
Approval			
Requested By: Thomas Avant	Department: F	inance	

with the Assurances and the Standard Conditions.

STATE OF NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY DIVISION OF WATER INFRASTRUCTURE

Project Number: Assistance Listing Numbe Unique Entity ID Numbe Additional Amount for Funding Increases						
Unique Entity ID Numbe Additional Amount for	r: KLLRF9REG)					
	Previous Total	Total Offered				
	Previous Total	Total Offered				
		\$1,000,000				
Project Description: Water Line Replacement Total Financial Assistance Offer: \$1,000,000 Total Project Cost: \$1,000,000 Estimated Closing Fee*: \$0.0 For Loans Principal Forgiveness: \$0						
law, w, and	y as having sufficie	nt priority to rece				
ehalf of the State of North	n Carolina, hereby	offers the financ				
7/5/2023 Date						
		CERTIFIED CORV.				
	ehalf of the State of North ector, Division of Water In Department of Environme 7/5/2023 Date Thomasville IM. Brand I	law, w, and nt of Environmental Quality as having sufficie ehalf of the State of North Carolina, hereby ector, Division of Water Infrastructure Department of Environmental Quality 7/5/2023 Date Thomasville				

9/29/2023

APPLICABLE STANDARD CONDITIONS Project Applicant: City of Thomasville

Project Applicant: City of Thomasville Project Numbers: SRP-D-ARP-0335

- Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's <u>Final Rule</u> for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the <u>SLFRF</u> <u>Compliance and Reporting Guidance</u> not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
- 2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
- 3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
- 4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: http://www.sam.gov. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
- 5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the <u>SLFRF Compliance and Reporting Guidance</u> specifies.
- 6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARPA-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt funding recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
- 7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
- 8. Funds made available by the ARPA that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

ASSURANCES

Project Applicant: City of Thomasville

Project Numbers: SRP-D-ARP-0335

- The Applicant intends to construct the project or cause it to be constructed to final completion in accordance
 with the Application approved for financial assistance by the Division. The recipient acknowledges that in the
 event a milestone contained in the Letter of Intent to Fund is missed, the Department of Environmental Quality
 will rescind this Funding Offer.
- 2. The Applicant is responsible for paying for the costs ineligible for ARPA funding.
- The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
- 4. The Applicant will provide and maintain adequate engineering supervision and inspection.
- 5. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
- 6. All ARPA funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
- 7. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
- 8. Funds must be fully spent (i.e., fully reimbursed to the recipient) by December 31, 2026.
- 9. The applicant acknowledges that loan funds contained in this Funding Offer require approval from the North Carolina Local Government Commission before they can be disbursed.

Agenda Item Cover Sheet

Admin. Use Only:	HV-17-10M	Committee Name	Personnel/Fi	nance
		Committee Date		
		And Agenda #	11.8.23	PF7
		_		
Item Name:				
Consideration of Grant Project Ordinance - Sev	wer Asset Inventory &	Assessment (AIA) Grant		
Description of Item:				
\$400,000 grant from NCDEQ	700000000000000000000000000000000000000			
		×		
Back-Up Materials:				
Grant Project Ordinance; Funding Offer and Ac	ceptance Letter			
Council Action Requested:				
Approval			W - 100	
	3,000 3,000			
Requested By: Thomas Avant		Denartment: Fina	ance	

STATE OF NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY DIVISION OF WATER INFRASTRUCTURE

Funding Offer and Acceptance							
Legal Name and Address of Award Recipient	Project Number: AIA-W-ARP-0277						
City of Thomasville	Bodisional HEIDE WILDSONSONIA						
PO Box 368	Recipient's UEID#: KLLRF9REGXU4						
Thomasville, NC 27361							
Drinking Water ☐ Wastewater ☐ Both ☐	Total Grant Offered						
Distressed Not Distressed							
ARPA Training Grant							
ARPA Asset Inventory & Assessment Grant (AIA)	\$ 400,000						
ARPA Merger/Regionalization Feasibility Grant (MRF)							
Project Description:	Total Financial Assistance Offer: \$ 400,000						
Sewer Asset Inventory & Assessment							
financial assistance, The Department of Environmental Quality, acting on behalf of assistance described in this document. For The State of North Carolina: Shadi Eskaf, Director,	d invironmental Quality as having sufficient priority to receive of the State of North Carolina, hereby offers the financial Division of Water Infrastructure						
1 1 514 1	tment of Environmental Quality						
57 gried on benath of Sha	di Eskaf 8/31/2023						
Signature	Date						
On Behalf of (Applicant): Name of Representative in Resolution: Title (Type or Print): I, the undersigned, being duly authorized to take such act AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do with the Assurances and the Standard Conditions.	randt cion, as evidenced by the attached CERTIFIED COPY OF						
Signature MISA	9/7/2027 Date						

STANDARD CONDITIONS FOR ARP GRANTS

- Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's <u>Final Rule</u> for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the <u>SLFRF</u> <u>Compliance and Reporting Guidance</u> not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
- 2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The Recipient shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
- 3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants, and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
- 4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: http://www.sam.gov. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
- 5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the SLFRF Compliance and Reporting Guidance specifies.
- 6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARP-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt Recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
- 7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
- 8. Funds made available by the ARP that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

STANDARD ASSURANCES FOR AIA GRANTS

- The Recipient acknowledges that no disbursements will be made until applicable service agreements or contracts
 are submitted. The description of work listed on invoices must be included in the scope of work shown on the
 agreements or contracts.
- 2. The Recipient is responsible for paying for ineligible project costs as determined by the Division.
- 3. The Recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three (3) years following completion of the project.
- 4. All ARP funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the Recipient's compliance with the Standard Conditions and Assurances of this Award. The Recipient agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute. Requests for reimbursement must be made using the Division's reimbursement form.
- 5. All funds provided pursuant to North Carolina General Statute 159G must be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34, as amended. The Recipient must expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to any contract(s) and the Recipient is expected to uphold its contract obligations regarding timely payment.
- **6.** The Recipient must provide summaries of project progress every other month during the project or as otherwise directed by the Division.
- 7. The Recipient must provide a digital copy of the final report in a universally readable format. If a project includes updating or developing a GIS database or shapefiles, at a minimum the current utility service boundaries must be provided as a polygon shapefile, including any service gaps within the boundary.
- The Recipient must provide an executive level summary of the work performed, any conclusions made, and the next steps to be taken as a result of this work.
- **9.** The Recipient must provide approved minutes or a resolution confirming the final report has been presented to the recipient's governing board.
- **10.** A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Assurance Nos. 7, 8, and 9. After receipt of this documentation, the final reimbursement request will be processed.

Acknowledgement of Standard Conditions and Assurances

The Recipient hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

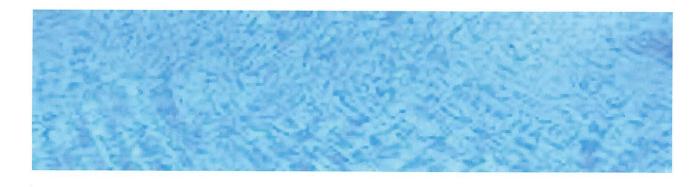
Signature Signature

Date

9/7/2023

Agenda Item Cover Sheet

Admin. Use Only:	Committee Name	Personnel/Fi	nance
	Committee Date		
	And Agenda #	11.8.23	PF8
Item Name:			
Consideration of Approval of Contract with Aq	uaTech for provision of Aquatic Center services		
Description of Item:			
-	ol facility. This proposal is a 3-year contract for s	ervices with a buil	lt-in rate
	eased with the operations of the company this p		
	d provision of guards, chemicals, maintenance, a	and janitorial servi	ces of locker
rooms.			
Back-Up Materials:			
Proposed Contract			
Council Action Requested:			
Approval of Contract			
			•
Requested By: Cory Tobin	Department : P&	ιR	







CHARLOTTE

TRIAD

TRIANGLE

POOL MANAGEMENT CONTRACT

THIS AGREEMENT made and entered into this, the 21st day of October, 2023 by and between AQUA TECH POOL MANAGEMENT TRIAD, LLC (hereinafter "AQUA TECH") and THOMASVILLE AQUATIC CENTER (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. <u>PAYMENTS:</u> AQUA TECH hereby agrees to perform the work and services set forth for the price of \$138,400.00 + applicable taxes for the 2024 swim season, \$142,552.00 + applicable taxes for the 2025 swim season, and \$146,828.00 + applicable taxes for the 2026 swim season upon specifications, conditions and terms as set forth herein.

<u>CONTRACT PRICING</u>: In our quest to be the best pool service provider in the region we ask that <u>this contract be signed</u> and returned to our office before November 1st. This will ensure we have time to properly staff and train the personnel for your pool. If a contract is not signed prior to November 1st, the contract total amount shall increase by 3% and must be signed prior to December 15th. Contracts signed after December 15th shall incur a 5% increase of total contracted price. No contract pricing shall be valid after January 30th.

Invoices will be billed 30 days prior to the following due dates:

- a. 5% February 1st
- b. 10% March 1st
- c. 10% April 1st
- d. 20% May 1st
- e. 20% June 1st
- f. 20% July 1st
- g. 10% August 1st
- h. 5% September 1st
- Any payment which remains 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 amount's 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. <u>DATES AND HOURS OF OPERATION</u>

- The Agreement is based on the Public County School calendar. If the Public County School calendar changes the opening date or closing date by more than 3 days, then an addendum will be provided to reflect these changes and the pricing will change accordingly from year to year.
- In year two, the dates of operation will reflect the 2025 Calendar.
- In year three, the dates of operation will reflect the 2026 Calendar. There is one additional week between Memorial Day and Labor Day in 2026. The pricing is included in this Agreement.

2024 Schedule:

May 25th - June 9th	<u>Schedule</u>	Staff Details	Capacity		
Monday - Friday	Closed	Maintenance x2/week	-		
Saturday/Sunday	11a-7p	6 Lifeguards + 1 Slide Attendant + 1 Manager	Open Swim: 150		
*Friday June 7th	11a-7p	6 Lifeguards + 1 Slide Attendant + 1 Manager	Open Swim: 150		

June 10th - August 18th	<u>Schedule</u>	Staff Details	Capacity
	11a-1p	3 Lifeguards + 1 Manager	Camp Swim: 75
Monday/Wednesday	1p-5p	6 Lifeguards + 1 Slide Attendant + 1 Manager	Open Swim: 150
	5p-7p	3 Lifeguards + 1 Slide Attendant + 1 Manager	Family Swim: 100
Tuesday/Thursday/Friday	11a-1p	3 Lifeguards + 1 Manager	Camp Swim: 75
racsaay/ marsaay/may	1p-7p	6 Lifeguards + 1 Slide Attendant + 1 Manager	Open Swim: 150
Saturday/Sunday	11a-7p	6 Lifeguards + 1 Slide Attendant + 1 Manager	Open Swim: 150
*July 4th	11a-7p	6 Lifeguards + 1 Slide Attendant + 1 Manager	Open Swim: 150
*Mondays - 6/17; 7/15; 8/19	Closed	Council Meetings : Maintenance Day	-

August 19th - 25th	<u>Schedule</u>	Staff Details	Capacity
	11a-1p	Closed: No Camp	-
Monday/Wednesday	1p-5p	6 Lifeguards + 1 Slide Attendant + 1 Manager	Open Swim: 150
	5p-7p	3 Lifeguards + 1 Slide Attendant + 1 Manager	Family Swim: 100
Tuesday/Thursday/Friday	11a-1p	Closed: No Camp	-
Tuesday/ mursuay/ may	1p-7p	6 Lifeguards + 1 Slide Attendant + 1 Manager	Open Swim: 150
Saturday/Sunday	11a-7p	6 Lifeguards + 1 Slide Attendant + 1 Manager	Open Swim: 150

I	have read	and	approve	of	the	contracted	hours.	

August 26th - September 2nd	<u>Schedule</u>	Staff Details	Capacity
Monday - Friday	Closed	Maintenance Day - 2x week	Closed - School
Saturday/Sunday	11a-7p	6 Lifeguards + 1 Slide Attendant + 1 Manager	Open Swim: 150
*Labor Day	11a-7p	6 Lifeguards + 1 Slide Attendant + 1 Manager	Open Swim: 150

I have read and approve of the contracted hours.

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: Changes in operating dates or times will not be permitted after April 1st except for extending the pool season as outlined below.

- 5. POST- LABOR DAY (If not currently included in the agreement and if staffing is available): 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 12th concerning post-Labor Day opening. The cost for post-Labor Day operation not covered by this Agreement will be \$150.00 for each day (including days the pool is closed) from Labor Day through the final day the pool is open for swimming, plus \$40.00 per labor hour for time worked on or before September 18. The cost for Labor hours after September 18th shall be \$50.00 per labor hour. The amount shall be payable to AQUA TECH on or before September 1st with written notice. This cost is extra to the Agreement in addition to the fees as provided herein after. AQUA TECH will not supply staff during school day hours after Labor Day.
- 6. **PRE-SEASON OPENING:** AQUA TECH agrees to make pool "ready to swim" by completing the following services:
 - a. remove pool cover (if applicable)
 - b. vacuum pool
 - c. clean pool deck of loose debris (pressure washing provided at an additional cost)
 - d. inspect chemical feeders (report problems as needed)
 - e. inspect all filtration equipment (report problems as needed)
 - f. inspect flow meters, pressure gauges, and valves (report problems as needed)
 - g. 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
pН	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 areas.
- 7. PRE-SEASON SWIM TEAM PRACTICE: If requested by the OWNER prior to April 1st, 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.
- 8. **PERMIT:** AQUA TECH will apply for 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
- 9. **POOL OPERATIONS:** AQUA TECH agrees to furnish the 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.
- 10. **POOL STAFF:** The pool shall always be staffed by certified lifeguards (unless otherwise specified), from open to close. It is permissible during the scheduled "safety break" 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.
- 11. **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".
- 12. **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".
- 13. **VANDALISM:** A minimum charge of \$250 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. A price to drain and clean the pool will be provided by AQUA TECH for OWNER approval. If OWNER declines the option to drain and clean the 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.

- 14. **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.
- 15. <u>ADDITIONAL LIFEGUARDS:</u> AQUA TECH requires lifeguards for special events and after-hours parties at the request of the OWNER, and/or high bather load counts are subject to the following:
 - Lifeguard hours provided by AQUA TECH, other than those specified in this contract, shall be billed at a rate of \$40.00 per lifeguard hour.
 - For parties or special events, the 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 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 swimmers1 lifeguard26 to 50 swimmers2 lifeguards51 to 75 swimmers3 lifeguards76 or more swimmers4 lifeguards

- Bather load counts that exceed the above Red Cross standards will result in a temporary closure of the pool until OWNER approves an additional guard be brought in to assist in the guards on duties. OWNER will be billed for the additional guard hours.
- 16. <u>INSTRUCTIONS:</u> 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 right to teach swimming lessons.
- 17. 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 times, 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.
- 18. 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 all local health and building codes shall be used as minimum standards for safety herein.
 - AQUA TECH shall verify that OWNER's pool is following 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 the governing body.
 - d. Compliance with all current National Electric Code (NEC) guidelines:

Note: An electrical safety inspection will be required to ensure the pool meets current NEC guidelines. A certified electrician can provide a quote for this inspection.

- 1. GFI circuit breakers for underwater pool lights.
- 2. GFI circuit breakers for all pool pumps.
- 3. Proper lighting in rooms where guests and operators 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 the listed time of sunset is permitted.
- 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.
- 19. 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 the OWNER's established and published pool regulations.
- 20. **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. The pool will be visited once per week.
 - b. fill/drain pools to proper water level
 - c. backwash filter tanks as needed.
 - d. remove debris from the 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.
 - 1. install pool cover.
 - m. winterization of restrooms/pool house/cabanas not included.
 - a. if needed can be performed at an additional charge
- 21. **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
- 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 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.
- A 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.

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 throughout the day as needed and each night at closing. Trash cans will be washed and cleaned at least once a week. Rollouts to curb on designated days.
- j. The deck will be clean and free of debris daily at opening, checked during safety break, and again at closing each day.

Trash shall be rolled out to the curb on the following day:

- k. returning trash cans from curb no more than 24 hours after trash service
- 1. straightening deck furniture and maintaining cleanliness daily
- m. raising and lowering of table umbrellas daily

- n. enforcing rules of OWNER as posted, for safety of OWNER members and guests.
- o. 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 the 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 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 15th. AQUA TECH will provide the OWNER with recommendations for the 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 \$500.00, Aqua Tech shall invoice the OWNER.
 - d. Any work or equipment more than \$500.00 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 the 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 \$2,000.00 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. Unless agreed otherwise herein, AQUA TECH reserves the right to remove this equipment upon expiration or termination of this Agreement.
- c. Should a 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 rakepool vacuum headbattery powered leaf blowerpool poleslight bulbspool vacuum hosefire extinguisherring buoyswater hoseslife hookshose nozzlespool signs

skimmer baskets, weirs, and lids 2 lockboxes and 3 sets of keys return outlet covers trash receptacles clock water testing reagents and comparator lifeline first aid kit

pool brush broom and dustpan mop and bucket deck brush and squeegee l lifeguard stands rescue tubes umbrellas for lifeguard stands

Any items from the above list that are not on site prior to 90 days before the scheduled pool opening date shall be considered preapproved by the OWNER and will be delivered to the pool and billed by AQUA TECH.

The 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 all locks required to operate the pool properly and safely. 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 by 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 1st. 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

28. <u>EMERGENCY CLOSING OF POOL:</u>

- OWNER and/ or AQUA TECH may close the pool in an emergency, 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 of 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 compliance 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 closure 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 covers 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 the 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. AQUA TECH 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 the OWNER terminates the 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 the 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 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.
- 37. 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 prior to November 1st of each contracted year (including necessary increases in wages paid to pool staff, insurance, chemical, etc.) 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 the OWNER at the sole option of AQUA TECH.
- 38. 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, all litigation expenses, including reasonable and prevailing attorney's fees.
- 39. **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 in accordance with the specifications, terms and conditions and addenda attached hereto.

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

40. **OWNER BILLING ADDRESS:**

Name:	·	
Street:	*	-
City:		
Telephone:or	 	
Email:		

AQUA TECH POOL MANAGEMENT TRIAD, LLC

BY:Jeff Frey	Grey Frey	Chief Operating Officer	Date: October 14, 2023			
THOMASVILLE AQUATIC CENTER						
SIGNED BY:		Date				
PRINTED NAME AND TIT	TLE:					