

# **AGENDA**

**Public Services Committee Meeting  
Tuesday, September 8, 2015, 9:45 A.M.  
Boardroom, 2<sup>nd</sup> Floor, City Hall**

*Committee Members: Chairman Scott Styers, Neal Grimes, Jackie Jackson*

**Call to Order: Chairman Scott Styers**  
**Approval of Minutes: June 2, 2015**

- 1. Consideration of Cell Tower Lease Amendments with Sprint**
  - 10 Commerce Street
  - Turner/Unity Street
- 2. Consideration of Approval of Resolution of Loan Applications**
  - North Hamby Creek Outfall Phase II
  - Pilot Water Lines Footage
- 3. Consideration of Capital Improvement Plan**
- 4. Additions/Updates**
- 5. Adjournment**

**A quorum of the council may be in attendance, and may participate in the discussion, but not vote.**

# MINUTES

Public Services Committee Meeting  
Tuesday, June 2, 2015, 9:05 A.M.  
Boardroom, 2<sup>nd</sup> Floor, City Hall

Present: Mayor Joe G. Bennett; and Council Members: Chairman Scott Styers; Ron Bratton; Neal Grimes; Joe Leonard; Pat Shelton; Raleigh York, Jr.; City Manager Kelly Craver; Public Services Director Morgan Huffman; and Barney W. Hill.

Chairman Styers called the meeting to order. The minutes of May 5, 2015 were approved as presented.

## **1. Consideration of Phase II Stormwater Best Management Practice Plan Review Fees**

Morgan recently received a proposal from Alley, Williams, Carmen & King, Inc. regarding the continuation of their services for the city's Phase II Stormwater Program. The proposal included an increase from \$500 to \$1000 for Structural BMP Review fees. Josh Johnson of AWCK explained in his proposal that following an internal audit it was discovered an increase is necessary to cover the amount of hours spent on each Structural BMP Plan Review.

Morgan is in agreement with and recommends the fee adjustment.

An additional request by Morgan is a Non-High Density Stormwater Plan Review fee for the time he spends reviewing the low-density plans that do not have to be reviewed by the engineers. Currently there is no fee for this review but Morgan is proposing a \$50 fee to help cover the time spent on them.

Both proposals were moved to briefing.

## **2. Consideration of Approval of Streets Paving List**

Last month committee was presented with an updated streets rating list, prepared internally, which numerically scored the condition of the streets. It is time for us to go about formulating our paving contract which is coming up.

Kelly explained that he had the Street Superintendent create 2 lists. One list includes the paving, as previously discussed, to potentially pave 1 gravel street each year.

The list of streets above the gravel street on List A are the remainder of street segments that we would be able to repave if we did the project with a \$300,000 cap.

List B, removes the paving of the gravel street and lists names of the street segments we would be able to repave using a \$300,000 budget.

Morgan submitted to the engineering department a request to look at the classification of what these streets would be. Basically all the streets are residential, there is not much to delineate from what you have here, with the exception of Commercial Park Drive. The list created by engineering and received by Morgan classifies the DOT streets as primaries and collectors and labels all remaining streets as residential.

Both lists were provided in order for committee to review the different options.

Committee members questioned a few streets that were not on the list. Morgan said they could certainly re-visit them and said both lists were based on certain criteria that the Street Superintendent had to go by.

Kelly asked if committee could give some direction as to their preference. List A will pave less street segments overall due to the 1 gravel section which will cost \$100,000. Obviously List B will allow more repaving. Currently we have about 1 year of reserve funds for resurfacing and no additional funds to go with it.

List B was moved to briefing with the request of some additional information.

### **3. Additions/Updates**

None

### **4. Adjournment**

With no further business to come before the committee, the meeting was adjourned.

**SECOND AMENDMENT TO COMMUNICATION TOWER AGREEMENT**

THIS SECOND AMENDMENT TO COMMUNICATION TOWER AGREEMENT ("Amendment") is made effective as of \_\_\_\_\_, 201\_\_ ("Effective Date"), by and between the City of Thomasville, North Carolina ("Landlord") and Clear Wireless, LLC, a Nevada limited liability company, successor in interest to Clearwire US LLC f/k/a Clearwire LLC ("Tenant").

**BACKGROUND**

Pursuant to a Communication Tower Agreement dated November 21, 2005, as amended by First Amendment to Communication Tower Agreement dated August 4, 2011 (collectively, the "Lease"), Landlord leased to Tenant a certain portion of real property located at southeast corner of East Guilford Street and Commerce Street, City of Thomasville, County of Davidson, State of North Carolina, as more particularly described in Exhibit B to the Lease ("Premises").

Landlord and Tenant desire to amend the Lease as set forth herein. Words and phrases having a defined meaning in the Lease have the same respective meanings when used herein unless otherwise expressly stated.

**AGREEMENT**

The parties agree as follows:

- 1. **Term.** Section 3 of the Lease is amended by adding the following:

Notwithstanding anything set forth in Section 3 to the contrary, the current term of the Lease will expire on December 3, 2015. Commencing on December 4, 2015, the term of the Lease ("New Initial Term") is sixty (60) months. The Lease will be automatically renewed for one (1) additional term ("Renewal Term") of sixty (60) months. The Renewal Term will be deemed automatically exercised without any action by either party unless Tenant gives written notice of its decision not to exercise the option to Landlord before expiration of the then current term.

- 2. **Rent.** Section 4 of the Lease is amended by adding the following:

Notwithstanding anything set forth in Section 4 to the contrary, effective December 4, 2015, the Rent shall be paid in equal monthly installments of Two Thousand Two Hundred Fifty and No/100 Dollars (\$2,250.00), and shall continue during the term (until increased as set forth herein), partial months to be prorated, in advance. Thereafter, commencing on December 4, 2016, the Rent will be increased annually by three percent (3%) of the then current Rent.

- 3. **Assignment and Subletting.** Section 13 of the Lease is deleted in its entirety and replaced with the following:

"Tenant will not assign or transfer the Lease or sublet all or any portion of the Premises without the prior written consent of Landlord, which consent will not be unreasonably withheld,

Landlord initials: \_\_\_\_\_

Tenant initials: \_\_\_\_\_

conditioned or delayed; provided, however, that Tenant will have the right, without notice to or consent of Landlord, to sublease (or otherwise transfer or allow the use of) all or any portion of the Premises or assign its rights under the Lease in whole or in part to: (a) any entity controlling, controlled by or under common control with Tenant; (b) any entity acquiring substantially all of the assets of Tenant; (c) any entity that is authorized to sell telecommunications products or services under the "Sprint" or "Sprint PCS" or "Nextel" brand name or any successor brand name(s) or other brand name(s) used or licensed by Tenant's parent corporation ("Contract Affiliate"); or (d) any successor entity in a merger or consolidation involving Tenant. Landlord will not be entitled to any additional rent or other fees for its review or approval. "

4. **Notices.** Section 17 of the Lease is deleted in its entirety and replaced with the following:

"All notices, requests, demands or other communications with respect to the Lease, whether or not herein expressly provided for, must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery after being either mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested or deposited with an overnight courier service for next-day delivery to the parties at the following addresses (the addresses may be changed by either party by giving written notice).

Landlord: City of Thomasville, North Carolina  
10 Salem Street  
Thomasville, NC 27360

Tenant: Clear Wireless, LLC  
Sprint Property Services  
Site ID: GB82XC032  
Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, KS 66251-2650

with a copy to: Sprint Law Department  
Attn: Real Estate Attorney  
Site ID: GB82XC032  
Mailstop KSOPHT0101-Z2020  
6391 Sprint Parkway  
Overland Park, KS 66251-2020"

5. **Reaffirmation; Intention to be Bound.** Except as provided in this Amendment, each and every term, condition and agreement contained in the Lease will remain in full force and effect. The parties reaffirm that the representations and warranties made by each of the parties in the Lease are true and accurate as of the Effective Date. The parties executing this Amendment, on behalf of themselves, their assigns and successors, acknowledge and reaffirm their intention to be bound by the terms and conditions of the Lease.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

Landlord initials: \_\_\_\_\_

Tenant initials: \_\_\_\_\_

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

**Landlord:**

**Tenant:**

**City of Thomasville, North Carolina**

**Clear Wireless, LLC**

**By:** \_\_\_\_\_  
(please use blue ink)

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Name: Michael Mizzell

**Title:** \_\_\_\_\_

Title: Manager – Vendor Management

**Date:** \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

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

Printed Name: \_\_\_\_\_

**Landlord initials:** \_\_\_\_\_

Tenant initials: \_\_\_\_\_

**SECOND AMENDMENT TO COMMUNICATION TOWER AGREEMENT**

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**BACKGROUND**

Pursuant to a Communication Tower Agreement dated November 21, 2005, as amended by First Amendment to Communication Tower Agreement dated August 4, 2011 (collectively, the "Lease"), Landlord leased to Tenant a certain portion of real property located at 997 Turner Street at Unity, City of Thomasville, County of Davidson, State of North Carolina, as more particularly described in Exhibit B to the Lease ("Premises").

Landlord and Tenant desire to amend the Lease as set forth herein. Words and phrases having a defined meaning in the Lease have the same respective meanings when used herein unless otherwise expressly stated.

**AGREEMENT**

The parties agree as follows:

- 1. **Term.** Section 3 of the Lease is amended by adding the following:

Notwithstanding anything set forth in Section 3 to the contrary, the current term of the Lease will expire on December 5, 2015. Commencing on December 6, 2015, the term of the Lease ("New Initial Term") is sixty (60) months. The Lease will be automatically renewed for one (1) additional term ("Renewal Term") of sixty (60) months. The Renewal Term will be deemed automatically exercised without any action by either party unless Tenant gives written notice of its decision not to exercise the option to Landlord before expiration of the then current term.

- 2. **Rent.** Section 4 of the Lease is amended by adding the following:

Notwithstanding anything set forth in Section 4 to the contrary, effective December 6, 2015, the Rent shall be paid in equal monthly installments of Two Thousand Two Hundred Fifty and No/100 Dollars (\$2,250.00), and shall continue during the term (until increased as set forth herein), partial months to be prorated, in advance. Thereafter, commencing on December 6, 2016, the Rent will be increased annually by three percent (3%) of the then current Rent.

- 3. **Assignment and Subletting.** Section 13 of the Lease is deleted in its entirety and replaced with the following:

"Tenant will not assign or transfer the Lease or sublet all or any portion of the Premises without the prior written consent of Landlord, which consent will not be unreasonably withheld,

Landlord initials: \_\_\_\_\_

Tenant initials: \_\_\_\_\_

conditioned or delayed; provided, however, that Tenant will have the right, without notice to or consent of Landlord, to sublease (or otherwise transfer or allow the use of) all or any portion of the Premises or assign its rights under the Lease in whole or in part to: (a) any entity controlling, controlled by or under common control with Tenant; (b) any entity acquiring substantially all of the assets of Tenant; (c) any entity that is authorized to sell telecommunications products or services under the "Sprint" or "Sprint PCS" or "Nextel" brand name or any successor brand name(s) or other brand name(s) used or licensed by Tenant's parent corporation ("Contract Affiliate"); or (d) any successor entity in a merger or consolidation involving Tenant. Landlord will not be entitled to any additional rent or other fees for its review or approval. "

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10 Salem Street  
Thomasville, NC 27360

Tenant: Clear Wireless, LLC  
Sprint Property Services  
Site ID: GB52XC036  
Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, KS 66251-2650

with a copy to: Sprint Law Department  
Attn: Real Estate Attorney  
Site ID: GB52XC036  
Mailstop KSOPHT0101-Z2020  
6391 Sprint Parkway  
Overland Park, KS 66251-2020"

5. **Reaffirmation; Intention to be Bound.** Except as provided in this Amendment, each and every term, condition and agreement contained in the Lease will remain in full force and effect. The parties reaffirm that the representations and warranties made by each of the parties in the Lease are true and accurate as of the Effective Date. The parties executing this Amendment, on behalf of themselves, their assigns and successors, acknowledge and reaffirm their intention to be bound by the terms and conditions of the Lease.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

Landlord initials: \_\_\_\_\_

Tenant initials: \_\_\_\_\_

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

**Landlord:**

**Tenant:**

**City of Thomasville, North Carolina**

**Clear Wireless, LLC**

By: \_\_\_\_\_  
(please use blue ink)

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

Name: \_\_\_\_\_

Name: Michael Mizzell

Title: \_\_\_\_\_

Title: Manager – Vendor Management

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

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

Printed Name: \_\_\_\_\_

Landlord initials: \_\_\_\_\_

Tenant initials: \_\_\_\_\_

## RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of a wastewater collection system, and

WHEREAS, The City of Thomasville has need for and intends to construct a wastewater collection system project described as the rehabilitation of Phase II of the North Hamby Creek Sanitary Sewer Outfall with the replacement of the existing outfall with approximately 7,410 LF of 24-inch diameter ductile iron and PVC pipe, and

WHEREAS, The City of Thomasville intends to request state loan assistance for the project,

### NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF THOMASVILLE:

That the City of Thomasville, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Thomasville to make scheduled repayment of the loan, to withhold from the City of Thomasville any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That W. Kelly Craver, City Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2015 at Thomasville, North Carolina.

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Signature of Chief Executive Officer

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Mayor

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting City Clerk of the City of Thomasville does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City of Thomasville City Council duly held on the \_\_\_\_ day of \_\_\_\_\_, 2015; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2015

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Signature of Recording Officer

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City Clerk

## RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of a drinking water distribution system, and

WHEREAS, The City of Thomasville has need for and intends to construct a drinking water distribution system project described as the replacement of existing 2-inch diameter waterline with approximately 29,855 LF of 6-inch ductile iron pipe, and

WHEREAS, The City of Thomasville intends to request state loan assistance for the project,

### NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF THOMASVILLE:

That City of Thomasville, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Thomasville to make scheduled repayment of the loan, to withhold from the City of Thomasville any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That W. Kelly Craver, City Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2015 at Thomasville, North Carolina.

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Signature of Chief Executive Officer

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Mayor

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting City Clerk of the City of Thomasville does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City of Thomasville City Council duly held on the \_\_\_\_ day of \_\_\_\_\_, 2015; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2015.

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Signature of Recording Officer

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City Clerk

## City of Thomasville Water & Sewer Capital Improvement Projects List

\* All costs are estimates only for planning purposes

	CAPITAL IMPROVEMENT PROJECTS - 10 YEAR	Required/Desired Project Start Year	Annual Construction Cost Inflation Factor	Project Expenditure/Construction Period (Yrs)	Estimated Cost if Constructed in Current Fiscal Year	Cost Inflated to Start Year	Less Grants at Time of Construction	Total Cost Inflated to Start Year	Financing	Term	Rate	First Year of CR Allocation	Additional Annual O&M Costs
1	North Hamby Creek Outfall Phase II	FY16	8.0%	2	\$7,522,548								
2	North Hamby Creek Outfall Phase III	FY18	8.0%	1		\$6,855,297							
3	Hanks Branch Basin Collection System Upgrades I	FY18	8.0%	1		\$5,141,473							
4	Hanks Branch Basin Collection System Upgrades II	FY19	8.0%	2		\$5,552,791							
5	Lawndale Subdivision/Kennedy Road Water Lines Replacement	FY17	8.0%	1		\$1,421,192							
6	Pilot Area Water Lines Replacement	FY17	8.0%	2		\$4,439,020							
7	Water Treatment Plant (WTP) Roof Replacements for Flat Roof Buildings (Replace with Truss System Roof)	FY17	8.0%	1		\$45,498							
8	Purchase Property Abutting Currently Land-locked WTP	FY18	5.0%	1	\$213,120	\$234,965							
9	WTP Filter Valve and Actuator Replacements	FY19	8.0%	1		\$879,757							
10	WTP - Replace old TracVac System	FY20	8.0%	1		\$288,804							
11	New Flash Mix and Flocculator Units	FY21	8.0%			\$145,800							
12	New Raw Water Pump & Motor to Replace old Diesel Driven Pump	FY22	8.0%	1		\$1,227,573							
13	Replace Isolation & Check Valves at Border Street Booster Pump Station	FY23	8.0%	1		\$241,208							
14	Water Plant Tube Settler Replacements with Stainless Steel Plate Settlers	FY24	8.0%	1		\$1,725,159							
15	Concrete Repairs of WTP Sedimentation Basins	FY25	8.0%	1		\$559,711							
16	South Hamby Creek Outfall Upgrades Phase I	FY26	8.0%	2		\$6,698,674							
17	New High Service Pump at WTP	FY27	8.0%	1		\$205,659							
18	South Hamby Creek Outfall Upgrades Phase II	FY28	8.0%	2		\$9,516,507							
19	WTP Conversion from MIOX to Hypochlorite	FY29	5.0%	1		\$446,699							
20	Rehabilitate or Replace High Altitude Valves in all 3 Elevated Water Tanks	FY30	5.0%	1		\$148,495							

