

AGENDA

**Public Services Committee Meeting
Tuesday, January 5, 2016, 9:30 A.M.
Boardroom, 2nd Floor, City Hall**

Committee Members: Chairman Ron Bratton, Jane Murphy, Scott Styers

Call to Order: Chairman Ron Bratton

Approval of Minutes: October 6, 2015

- 1. Consideration of Outside Sewer Request
Ryan's Ridge Sub-Division**
- 2. Additions/Updates**
- 3. 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, October 6, 2015, 9:30 A.M.
Boardroom, 2nd Floor, City Hall

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

Chairman Styers called the meeting to order. Jackie Jackson made a motion to approve the minutes of September 8, 2015. Neal Grimes seconded the motion.

Chairman Styers stated that due to concerns over Item #1 and their lack of presence from this meeting today, it is staff's recommendation that it be deleted from the agenda.

1. Consideration of Outside Sewer Service – Ryan's Ridge

DELETED

2. Consideration of Termination of Equipment Agreement – Cricket

Cricket is involved in a merger acquisition situation with wireless communication companies. They are exercising a clause in their contract which allows them to pay a fee and terminate the contract. They want to end their contract for tower services at Commerce Street, pay us a sum of \$15,000 and give us the equipment. We would use the \$15,000 to remove the equipment and sell it. Our consultant, Al Linker said it should cost about \$10,000 to take down the equipment, so we should make a little profit.

Cricket is current on their payment status with the city.

Staff is in support of Cricket exercising this clause in the contract.

The request was moved to briefing.

3. Addition **Kennedy Road/Liberty Drive Utility Easement**

Kelly distributed a map to Council showing an out parcel at WalMart on the corner of Kennedy Road and Liberty Drive. The furthest line out is marked easement. We have an easement from that point back to the road where there once was a water line years ago. The line marked at the bottom is the actual location of the live water line. We do not need all that easement.

The potential buyer of that property is concerned about this easement and their ability to utilize the property. It is under contract but has not been closed. Paul Mitchell was approached by the attorney of the potential buyer to ask if we could go back to have the amount of right of way we need for the existing line which would be 10 ft. on the other side of that line.

Staff is in support of dedicating the un-needed easement back to the property owner and retaining the right of way we need for the current line that is in use.

The necessary legal documents should be available by briefing.

The request was moved to briefing.

4. Updates

Morgan is scheduled to meet tomorrow with engineers regarding the Clear Well Roofs and also testing to examine the transition and costs, if we want to go from the MIOX system to hypochlorite for disinfection purposes at the water plant.

Morgan has gotten the funding packets submitted to the state for the Kennedy Road Water Line Project, the Pilot Water Line Project and North Hamby Creek Phase II Sewer Project.

The Clear Well Roofs are nearly complete.

Joe mentioned the need for an additional employee at both the Water and Sewer Plants during the overnight shift.

Kelly said that the employees are supposed to communicate with each other every 2 hours during the night shift.

Adjournment

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

Sept 11, 2015

Drawn By and Hold for:

Paul Rush Mitchell, 17 Randolph Street
Thomasville NC 27360

NORTH CAROLINA

COVENANT AND CONTRACT

DAVIDSON COUNTY

SEWER SERVICE AND
ANNEXATION AGREEMENT

THIS COVENANT AND CONTRACT made and executed this 11th day of September 2015, by and between the City of Thomasville, a Municipal Corporation, hereinafter called "CITY" and ISA Properties of NC, INC., hereinafter called "APPLICANT".

WHEREAS, the Applicant is the owner of a tract or parcel of land more particularly described as follows:

(See Attached)

AND WHEREAS the Applicant has requested sewer treatment service for the above parcel of land, and

WHEREAS the City is willing to provide to the Applicant sewer treatment service according to the terms and conditions of this covenant and contract and pursuant to existing and hereafter changed City policies and costs schedules, to service the parcel of land herein described, if Applicant is willing to abide by the terms of this agreement, including impressing these covenants on the real property described above, and willing also to contract and agree to petition City for voluntary annexation of the above described property at any time in the future upon the request of City's governing body;

NOW, THEREFORE, in consideration of the mutual benefits accruing and hereafter to accrue to each of the parties hereto, the sufficiency of such consideration being hereby mutually acknowledged, the parties hereto do therefore contract and agree as follows:

(1) City does hereby agree to provide to the Applicant sewer treatment service at the City's prevailing rates for the outside utility customers for the above- described realty. Applicant agrees to pay on a monthly basis the sewer service charge in accordance with the City's rates, and in the event of nonpayment the City reserves the right to terminate this agreement immediately. Applicant, and applicant's heirs, successors and assigns, shall be subject to all prevailing and future ordinances, rules and regulations of the City of Thomasville with respect to its water and sewer service, including but not limited to Chapter 19 of the Code of Ordinances of

the City of Thomasville.

(2) It is agreed that the Applicant shall be liable for the entire utility charges and that assignees or Applicant's successors in interest shall be bound by the terms and conditions of this Contract, including specifically all future owners of the described real property.

(3) Applicant shall install at Applicant's sole expense all service and connecting lines for the desired sewer services to the above described property, all of which shall be in accordance with the standards required by City. Applicant agrees to give advance notice of the time that said tap on is proposed to be made, and City's agents shall have the right to be present and fully inspect the tap on procedures, and Applicant agrees that the tap on procedures and quality of workmanship shall be done in a manner meeting all City specifications and requirements. City shall have no responsibility for the design, function and or maintenance of Applicant's private wastewater collection system or for any damages to private property due to malfunction of any part of the private system or City's system.

(4) Applicant agrees for himself and for his heirs, successors, and assigns to install a cutoff valve to any water supply system servicing this property to the specifications of the City of Thomasville with the explicit understanding that the purpose of this cutoff valve is to allow the agents of the City to enter onto the premises of the applicant to use this cutoff valve to shut off water service to the premises in the event that the applicant or his heirs, successors and assigns breaches this agreement. The applicant therefore accedes and agrees to the right of the City and its employees to enter onto the premises described above for this purpose, and specifically consents to the right of entry onto the real property as set forth above.

(5) Any change or addition to Applicant's collection system must be approved in advance by the Director of Water and Sewer Utilities. Applicant shall not permit any other person, firm or corporation to tap on to the private line extending from City's tap on site to the site of Applicant's property. To alter, change, or otherwise expand the private system without the approval of the City shall constitute misrepresentation. In the case of misrepresentation, City reserves the right to terminate this contract.

(6) At any time in the future, upon ten (10) days notice from City of its desire to annex the above described realty, Applicant will execute a petition for voluntary annexation of the above described realty upon being presented with said petition by the City. Said annexation, when completed, shall be irreversible without City's consent.

(7) IF APPLICANT SHALL FAIL IN ANY RESPECT TO COMPLY WITH THE TERMS OF THIS AGREEMENT, OR SHALL FAIL TO PAY ANY SUMS TO CITY, OR SHALL FAIL TO PETITION FOR VOLUNTARY ANNEXATION AFTER RECEIPT OF PROPERTY NOTICE FROM CITY, CITY MAY AT ITS OPTION DECLARE THIS AGREEMENT NULL, VOID, AND OF NO EFFECT THEREAFTER, AND DISCONTINUE ALL SEWER SERVICE TO THE LANDS HEREINBEFORE DESCRIBED.

(8) Subject to City's right to terminate as hereinbefore provided for, this agreement shall extend for an indefinite period. Should the Applicant, or the Applicant's heirs, successors or assigns, terminate the Applicant's use of this service, the Applicant shall remove the tap on from City's outfall line in a good and workmanship manner in accordance with the procedures and quality of workmanship meeting all of the specifications and requirements, at Applicant's sole cost.

THIS AGREEMENT shall be binding upon the parties hereto, their heirs, administrators,

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that _____ is the _____ and that he/she being authorized to do so, executed the foregoing on behalf of _____.

Witness my hand and notarial Seal/Stamp, this the _____ day of _____, 2015.

Notary Public (SEAL)

My Commission Expires: _____

STATE OF NORTH CAROLINA

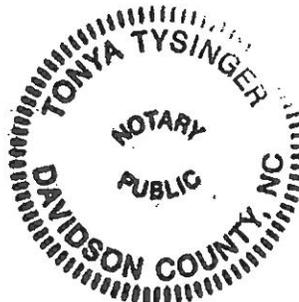
COUNTY OF Davidson

I, Tonya Tysinger, a Notary Public of said County and State, do hereby certify that Michael Tuttle, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal/stamp, this the 11th day of September, 2015.

Tonya Tysinger
Notary Public

My Commission Expires: 12.16.17



PRELIMINARY MAP
NOT FOR CONVEYANCES,
SALES OR RECORDATION

I, Alan D. Horner PLS L-3789, certify that this map was drawn under my supervision from an actual GPS survey made under my supervision and the following information was used to perform the survey:

Class of survey: Class A
Positional accuracy: <0.10'
Type of GPS (or GNSS) field procedure: OPUS-RS
Date(s) of survey: April 8, 2015
Datum/Epoch: NAD 83 (2011)/EPOCH: 2010
Published/fixed control: 9 CORS STATIONS
Geoid model: GEOID12A
Combined grid factor: 0.99988478
Units: US Survey Feet
Ground distances shown unless otherwise noted.
NAD 83 (2011) COORDINATES N = 762945.283 E = 166472.002 CC1
NAD 83 (2011) COORDINATES N = 762945.283 E = 166472.002 CC2



NOTE: SURVEY BASED ON EXISTING IRONS AND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY OR AGREEMENTS OF RECORD PRIOR TO THIS SURVEY.
EP = EXISTING IRON PIPE FOUND NP = NEW IRON PIPE SET
ES = EXISTING IRON STAKE FOUND NS = NEW IRON STAKE
E = PROPERTY LINE PS = POWER POLE
C = CENTERLINE TP = TELEPHONE POLE
ECM = EXISTING CONCRETE MONUMENT
CP = CALCULATED POINT PRECISION: 1:20000
AGL = ABOVE GROUND LEVEL U/G = UNDERGROUND
OHP = OVERHEAD POWER LINES

AREAS CALCULATED BY COORDINATE METHOD
ALL CORNERS FOUND OR SET ARE 3/4" IRON PIPES FLUSH WITH THE GROUND UNLESS OTHERWISE NOTED

THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A COMPLETE AND ACCURATE TITLE SEARCH

PUBLIC UTILITIES ARE TO BE PLACED IN THE ROAD RIGHT-OF-WAY AND ARE NOT YET DESIGNED
TOTAL AREA TO BE DIVIDED = 44.0 ACRES ±
TOTAL NUMBER OF PARCELS CREATED = 71
LINEAR FEET IN STREETS = 3441'

MINIMUM BUILDING SETBACKS:
FRONT = 30'
REAR = 20'
SIDE = 10'
SIDE/STREET = 15'
(OR AS SHOWN ON PLAT)

CURRENT ZONING = RA3

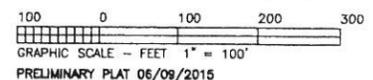
Curve	Radius	Length	Delta	Chord	Chord Bear.
C1	255.00	81.37	18.77	81.03	S 82°14'47" W
C2	255.00	14.75	3.18	14.75	S 71°28'51" W
C3	30.00	41.90	11.93	38.11	N 70°30'03" W
C4	255.00	47.11	10.30	47.04	N 34°39'12" W
C5	255.00	198.57	44.20	197.55	N 54°05'41" W
C6	255.00	201.51	45.18	199.33	N 76°22'48" W
C7	255.00	7.60	1.63	7.60	N 87°11'14" W
C8	255.00	25.82	5.73	25.80	S 88°12'24" W
C9	255.00	17.97	3.96	17.97	S 88°12'24" W
C10	255.00	45.44	10.00	45.30	S 70°23'18" W
C11	255.00	38.20	8.41	38.20	S 62°24'41" W
C12	255.00	87.07	19.13	86.88	S 79°33'31" W
C13	255.00	7.86	1.69	7.86	S 88°12'24" W
C14	255.00	47.12	10.30	47.04	S 84°24'57" W
C15	255.00	17.97	3.96	17.97	S 88°12'24" W
C16	255.00	45.44	10.00	45.30	S 70°23'18" W
C17	255.00	38.20	8.41	38.20	S 62°24'41" W
C18	255.00	87.07	19.13	86.88	S 79°33'31" W
C19	255.00	7.86	1.69	7.86	S 88°12'24" W
C20	255.00	47.12	10.30	47.04	S 84°24'57" W
C21	255.00	17.97	3.96	17.97	S 88°12'24" W
C22	255.00	45.44	10.00	45.30	S 70°23'18" W
C23	255.00	38.20	8.41	38.20	S 62°24'41" W
C24	255.00	87.07	19.13	86.88	S 79°33'31" W
C25	255.00	7.86	1.69	7.86	S 88°12'24" W
C26	255.00	47.12	10.30	47.04	S 84°24'57" W
C27	255.00	17.97	3.96	17.97	S 88°12'24" W
C28	255.00	45.44	10.00	45.30	S 70°23'18" W
C29	255.00	38.20	8.41	38.20	S 62°24'41" W
C30	255.00	87.07	19.13	86.88	S 79°33'31" W
C31	255.00	7.86	1.69	7.86	S 88°12'24" W
C32	255.00	47.12	10.30	47.04	S 84°24'57" W
C33	255.00	17.97	3.96	17.97	S 88°12'24" W
C34	255.00	45.44	10.00	45.30	S 70°23'18" W
C35	255.00	38.20	8.41	38.20	S 62°24'41" W
C36	255.00	87.07	19.13	86.88	S 79°33'31" W
C37	255.00	7.86	1.69	7.86	S 88°12'24" W
C38	255.00	47.12	10.30	47.04	S 84°24'57" W
C39	255.00	17.97	3.96	17.97	S 88°12'24" W
C40	255.00	45.44	10.00	45.30	S 70°23'18" W
C41	255.00	38.20	8.41	38.20	S 62°24'41" W
C42	255.00	87.07	19.13	86.88	S 79°33'31" W
C43	255.00	7.86	1.69	7.86	S 88°12'24" W
C44	255.00	47.12	10.30	47.04	S 84°24'57" W
C45	255.00	17.97	3.96	17.97	S 88°12'24" W
C46	255.00	45.44	10.00	45.30	S 70°23'18" W
C47	255.00	38.20	8.41	38.20	S 62°24'41" W
C48	255.00	87.07	19.13	86.88	S 79°33'31" W
C49	255.00	7.86	1.69	7.86	S 88°12'24" W
C50	255.00	47.12	10.30	47.04	S 84°24'57" W
C51	255.00	17.97	3.96	17.97	S 88°12'24" W
C52	255.00	45.44	10.00	45.30	S 70°23'18" W
C53	255.00	38.20	8.41	38.20	S 62°24'41" W
C54	255.00	87.07	19.13	86.88	S 79°33'31" W
C55	255.00	7.86	1.69	7.86	S 88°12'24" W
C56	255.00	47.12	10.30	47.04	S 84°24'57" W
C57	255.00	17.97	3.96	17.97	S 88°12'24" W
C58	255.00	45.44	10.00	45.30	S 70°23'18" W
C59	255.00	38.20	8.41	38.20	S 62°24'41" W
C60	255.00	87.07	19.13	86.88	S 79°33'31" W
C61	255.00	7.86	1.69	7.86	S 88°12'24" W
C62	255.00	47.12	10.30	47.04	S 84°24'57" W
C63	255.00	17.97	3.96	17.97	S 88°12'24" W
C64	255.00	45.44	10.00	45.30	S 70°23'18" W
C65	255.00	38.20	8.41	38.20	S 62°24'41" W
C66	255.00	87.07	19.13	86.88	S 79°33'31" W
C67	255.00	7.86	1.69	7.86	S 88°12'24" W
C68	255.00	47.12	10.30	47.04	S 84°24'57" W
C69	255.00	17.97	3.96	17.97	S 88°12'24" W
C70	255.00	45.44	10.00	45.30	S 70°23'18" W
C71	255.00	38.20	8.41	38.20	S 62°24'41" W
C72	255.00	87.07	19.13	86.88	S 79°33'31" W
C73	255.00	7.86	1.69	7.86	S 88°12'24" W
C74	255.00	47.12	10.30	47.04	S 84°24'57" W
C75	255.00	17.97	3.96	17.97	S 88°12'24" W
C76	255.00	45.44	10.00	45.30	S 70°23'18" W
C77	255.00	38.20	8.41	38.20	S 62°24'41" W
C78	255.00	87.07	19.13	86.88	S 79°33'31" W
C79	255.00	7.86	1.69	7.86	S 88°12'24" W
C80	255.00	47.12	10.30	47.04	S 84°24'57" W

Course	Bearing	Distance
L1	S 87°25'27" W	11.71
L2	S 87°25'27" W	22.83
L3	S 89°02'35" E	10.50
L4	N 84°01'51" E	7.40
L5	S 84°01'51" E	20.00
L6	S 84°01'51" E	18.46
L7	S 84°01'51" E	27.78
L8	N 01°29'68" E	3.54
L9	N 87°02'53" W	313.00
L10	N 87°02'53" W	11.71
L11	N 87°02'53" W	15.04



PRELIMINARY MAP
NOT FOR CONVEYANCES,
SALES OR RECORDATION

PRELIMINARY PLAT FOR
RYAN'S RIDGE
KENNEDY ROAD
THOMASVILLE, NORTH CAROLINA
THOMASVILLE TOWNSHIP
DAVIDSON COUNTY
DEED BOOK 2038 PAGE 1308
TAX ID: 163480000016



Job No. 5930
HORNER & ASSOCIATES, PA
SURVEYING AND LAND PLANNING
109 SALEM STREET, THOMASVILLE, NC 27360
PHONE: (336)476-7211 FAX: (336)476-7212

OWNER/DEVELOPER
ISA PROPERTIES OF NC, LLC
3980 PREMIER DRIVE
SUITE 140
HIGH POINT, NC 27285