

CITY OF THOMASVILLE COUNCIL MEETING AGENDA

Tuesday, January 18, 2022 – 6:00 P.M.

7003 Ball Park Road, Thomasville, NC 27360

Mayor Raleigh York, Jr. ~ Mayor *Pro Tempore* D. Hunter Thrift

1. Call to Order
2. Additions and Deletions to the Agenda
3. Proclamations and Recognitions – Thomasville School Choice Week (1/23-29/22)
4. Public Forum – Please sign up in person to speak for two minutes on any topic. Provide your contact information, if you want staff to contact you. *The two-minute time limit will be enforced.*
5. Public Hearing
 - A. Public Hearing Resumed re: Request for Rezoning: (Z-21-05)

Applicant: Leoterra Development, Inc.
Owner: William Lynn Hinkle, et al.
Location: Lexington Avenue
Tax Parcel ID #: 16-325-0-000-0089
Existing Zoning: R-10 Low Density Residential
Proposed Zoning: CZ-R6 Conditional Zoning High Density Residential
Conditions: Permitted uses to include: Single Family Residential, Town Homes, Twin Homes, Duplexes; Permitted uses to exclude: All R-6 uses not listed as included shall be prohibited; Development Conditions: Density shall be limited to 280 units; Other Conditions: 20-ft. semi-opaque buffer yard

*The Board of Planning and Adjustment held a public hearing on 11/30/21 and voted 5-1 in favor of this rezoning because, **“It does not conflict with adjoining properties and homes, it stabilizes and protects the essential characteristics of the area, and it is compatible with the 2035 Land Development Plan, providing the City of Thomasville with high quality single family housing.”***
 - B. Public Hearing on Economic Incentive Grants re: Project Viceroy
 - C. “Generic” First Public Hearing – North Carolina Department of Commerce Community Development Block Grant Program
6. Consent Agenda
 - A. Approval of Minutes of the Organizational Meeting on 12/06/21
 - B. Approval of Minutes of the Briefing Meeting on 12/13/21
 - C. Approval of Minutes of the Council Meeting on 12/20/21
 - D. Consideration of General Fund Budget Amendment to Appropriate Funding for Payment to Martin Starnes & Associates on behalf of the Thomasville Tourism Commission

(Over)

- E. Consideration of Beautification Fund Budget Amendment for \$5,000 contribution from Doak Finch Foundation for the Beautification Christmas Display Reserve
- F. Consideration of Changes to Order of Business on Section 6 of Rules and Procedures Manual
- 7. Regular Agenda
 - A. Consideration of Fiscal Year 2022 Audit Contract – Martin Starnes & Associates
 - B. Consideration of 2022 Revenue Bond Refunding – Capital Project Ordinance
 - C. Consideration of Series Resolution – 2022 Revenue Bond Refunding
 - D. Consideration of Proposal to Reduce Speed Limit on Randolph Street – Cedar Lodge to Lambeth Road
- 8. Committee Reports and Appointments, Mayor's Report and Appointments, City Manager's Report, City Attorney's Report
- 9. Additional Items
- 10. Adjournment

Proclamation

By the City of Thomasville, North Carolina

THOMASVILLE SCHOOL CHOICE WEEK

January 23 – 29, 2022

WHEREAS, All children in THOMASVILLE should have access to the highest-quality education possible; and

WHEREAS, THOMASVILLE recognizes the important role that an effective education plays in preparing all students in THOMASVILLE to be successful adults; and

WHEREAS, Quality education is critically important to the economic vitality of THOMASVILLE; and

WHEREAS, THOMASVILLE is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, Educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and

WHEREAS, THOMASVILLE has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options.

NOW, THEREFORE, I, Raleigh York, Jr., Mayor of the City of Thomasville, North Carolina, do hereby recognize January 23 – 29, 2022 as

THOMASVILLE SCHOOL CHOICE WEEK,

and I call this observance to the attention of all of our citizens.



Raleigh York, Jr., Mayor



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January 7, 2022

Re: Rezoning of Hinkle Property on Lexington Avenue

Dear Mayor York and members of the City Council,

On behalf of Leoterra Development, I write (a) to add some additional limiting and binding conditions on its rezoning application, and (b) to summarize the findings and recommendations of the Traffic Impact Analysis (TIA) that you requested at the previous public hearing.

Additional Conditions

1. No apartments. Although the application stated that development was limited to single family, townhomes, twin homes and duplexes, I would like to clarify that there shall be no apartments allowed.
2. No land disturbance south of Jimmy's Creek. The Leoterra site plans show no development in the flood plain north of Jimmy's Creek (it is prohibited by law) or south of Jimmy's Creek. To make sure this is not an issue, Leoterra adds this condition to make it clear that it will not build in that area. The City Council recently amended its stormwater regulations to require developers to build stormwater detention *ten times* greater than required by the State of North Carolina (to meet a 100-year storm rather than a 10-year storm), and Leoterra will build to this much stricter standard.
3. Increased perimeter buffers. Leoterra previously offered to leave 20-foot undisturbed buffers along the perimeter rather than the 15-foot buffers required by the zoning ordinance. The company has asked me to amend that condition to provide that it will leave 25-foot undisturbed perimeter buffers except where construction requires buffer

A Pennsylvania Limited Liability Partnership

California Colorado Delaware District of Columbia Florida Georgia Illinois Minnesota Missouri Nevada
New Jersey New York North Carolina Pennsylvania South Carolina Texas Virginia Washington

penetration. Where buffer disturbance cannot be avoided during construction, Leoterra will replant that part of the buffer with evergreen trees and shrubs.

4. Height limitations. No building shall be more than two stories in height.

Please note that Mr. George has been provided a copy of this letter with additional conditions.

Traffic Impact Analysis

Leoterra hired Davenport Engineering, one of the largest and most respected transportation engineering firms in North Carolina, to conduct an analysis of the traffic patterns and any impact this development would have. The TIA incorporated data and standards from the *Highway Capacity Manual* and *Trip Generation Manual*, both published by non-profit professional engineering and research boards. Both manuals are relied upon daily by NCDOT and the City of Thomasville.

Davenport also performed the data analysis using Synchro 10.3, one of the most sophisticated traffic modeling softwares in the world. The study provides the following information and conclusions:

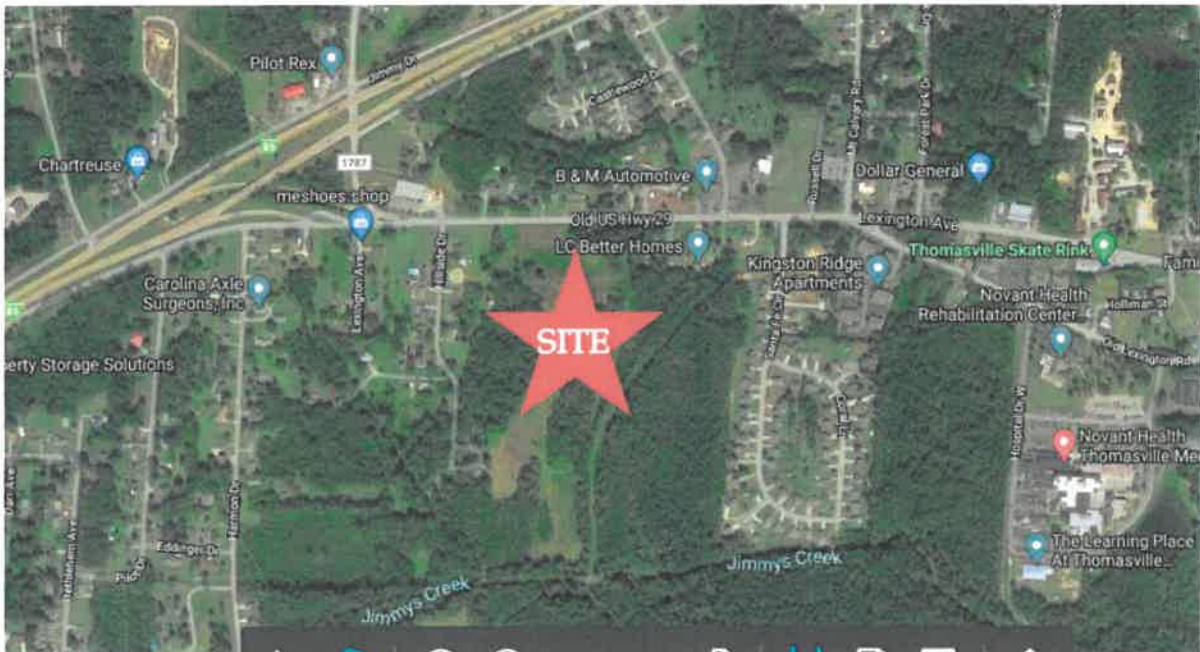
1. Lexington Ave. is classified as a major thoroughfare with a 14,000 vehicle per day (vpd) capacity. Current daily usage is significantly below that mark.
2. The traffic impact of this development is so minimal that only a right-in lane for eastbound traffic is recommended. Leoterra routinely constructs such lanes in all of its developments.
3. The “Level of Service” (LOS) (measurement of delay at intersections) at all surrounding intersections – including at I-85 Business – was predominantly LOS A or LOS B and not lower than LOS C during periods of peak traffic. These levels of services indicate a road that performs well even when traffic is heaviest.
4. The LOS did not change under future “build” scenarios at the following intersections:
 - I-85 Bus. North off-ramp at Old 29 (westbound)
 - I-85 Bus. North off-ramp at Old 29 (eastbound)
 - I-85 South on-ramp/Lexington at Kanoy

- Lexington at Beck Road

5. Two intersections saw a lowered level of service because of minimal and barely perceptible increased delays ranging from an additional .5 to 1.4 seconds:

- Old 29 at Lexington Ave
LOS A to B in a.m. peak because of additional .5 second delay
LOS A to B in p.m. peak because of additional .8 second delay
- Lexington at Mount Cavalry
LOS B to C in a.m. peak because of additional 1.4 second delay
LOS B to C in p.m. peak because of additional 1.0 second delay

6. As shown in the aerial below, the site sits proximate to Business 85, and 25% of the traffic will be to and from the interstate during morning and evening peak periods.





Conclusion

Traffic was not an issue raised by neighbors who attended the neighborhood informational meeting, nor was it the focus of concerns at the planning board. The TIA by Davenport used objective data and sophisticated software modeling to demonstrate that traffic is not an issue on Lexington under existing conditions and changes in levels of service will be so minimal at build-out that they will be beyond reasonable perception.

If you have questions prior to the meeting, please call me on my cell phone (336-847-2000) or email me at tterrell@foxrothschild.com.

Sincerely,

A handwritten signature in black ink that reads 'Tom Terrell'.

Thomas E. Terrell, Jr.

cc: Michael Brandt
Chuck George

TRANSPORTATION IMPACT ANALYSIS

Lexington Avenue Subdivision

Thomasville, NC

Prepared for LeoTerra Development Inc.





Transportation Impact Analysis

Lexington Avenue Subdivision Thomasville, NC

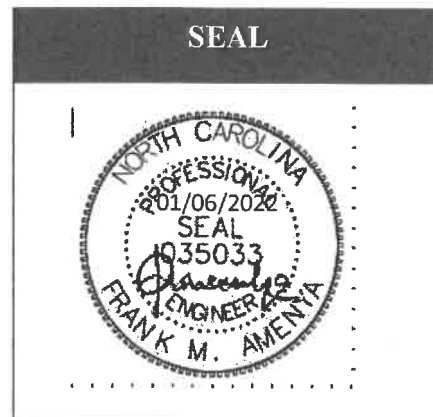
Prepared for LeoTerra Development Inc.
January 06, 2022

Analysis by: Monisha Badarinath, E.I.
Sam Starks

Drafting/Graphics by: Sam Starks

Reviewed by: Frank Amenya, P.E., PTOE

Sealed by: Frank Amenya, P.E., PTOE



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Serving the Southeast since 2002



**Transportation Impact Analysis
Lexington Avenue Subdivision
Prepared for LeoTerra Development Inc.
January 06, 2022**

Executive Summary

The proposed development is located on the southside of Lexington Avenue between Hillside Drive and Santa Fe Circle in Thomasville, North Carolina. This transportation impact analysis (TIA) considers up to 282 townhomes adjacent to Lexington Avenue. This development proposes two (2) access points on Lexington Avenue. The first access, proposed to be full access, will be approximately 610 feet, measured center-to-center, west of Beck Road on Lexington Avenue. The second access, proposed to be full access, will be approximately 375 feet west of the first site access on Lexington Avenue. The expected build-out year for this development is 2024.

Trip Generation

Based on trip generation rates and equations published in Trip Generation (Institute of Transportation Engineers, 11th Edition), this development has a trip generation potential of 2,098 daily trips, with 141 trips in the AM peak hour and 165 trips in the PM peak hour.

Lexington Avenue Roadway Capacity

Lexington Avenue is classified as a 2-lane major thoroughfare with a center two-way left turn lane on the High Point Urban Area Metropolitan Planning Organization's (HPMPO) Long-Range Metropolitan Transportation Plan (MTP). From the State Transportation Improvement Program (STIP) BR-0016 Traffic Forecast, the 2024 projected annual average daily traffic (AADT) on Lexington Avenue in the vicinity of the site is 5,800 vehicles per day (vpd). The maximum AADT of a typical 2-lane major thoroughfare with center two-way left turn lane in the Piedmont Region is approximately 14,000 vpd. With the addition of site traffic, the 2024 projected AADT in the vicinity of the site is anticipated to be 7,898 vpd, which is well **below** the capacity threshold of 14,000 vpd. This implies Lexington Avenue has adequate capacity to handle the projected site trips from the proposed development.

Capacity Analysis and Recommendations

This analysis has been conducted based on the and NCDOT and City of Thomasville guidelines and has identified the potential traffic impacts of this development. Overall, the analysis indicates LOS C or better can be expected at the study intersections during the future build peaks and with the build-out of the site, the analysis indicates there will be adequate capacity to accommodate future traffic.

To provide safe entry at the Western Site Access, an eastbound right turn lane is recommended on Lexington Avenue. A two way left turn lane is already present at this intersection.

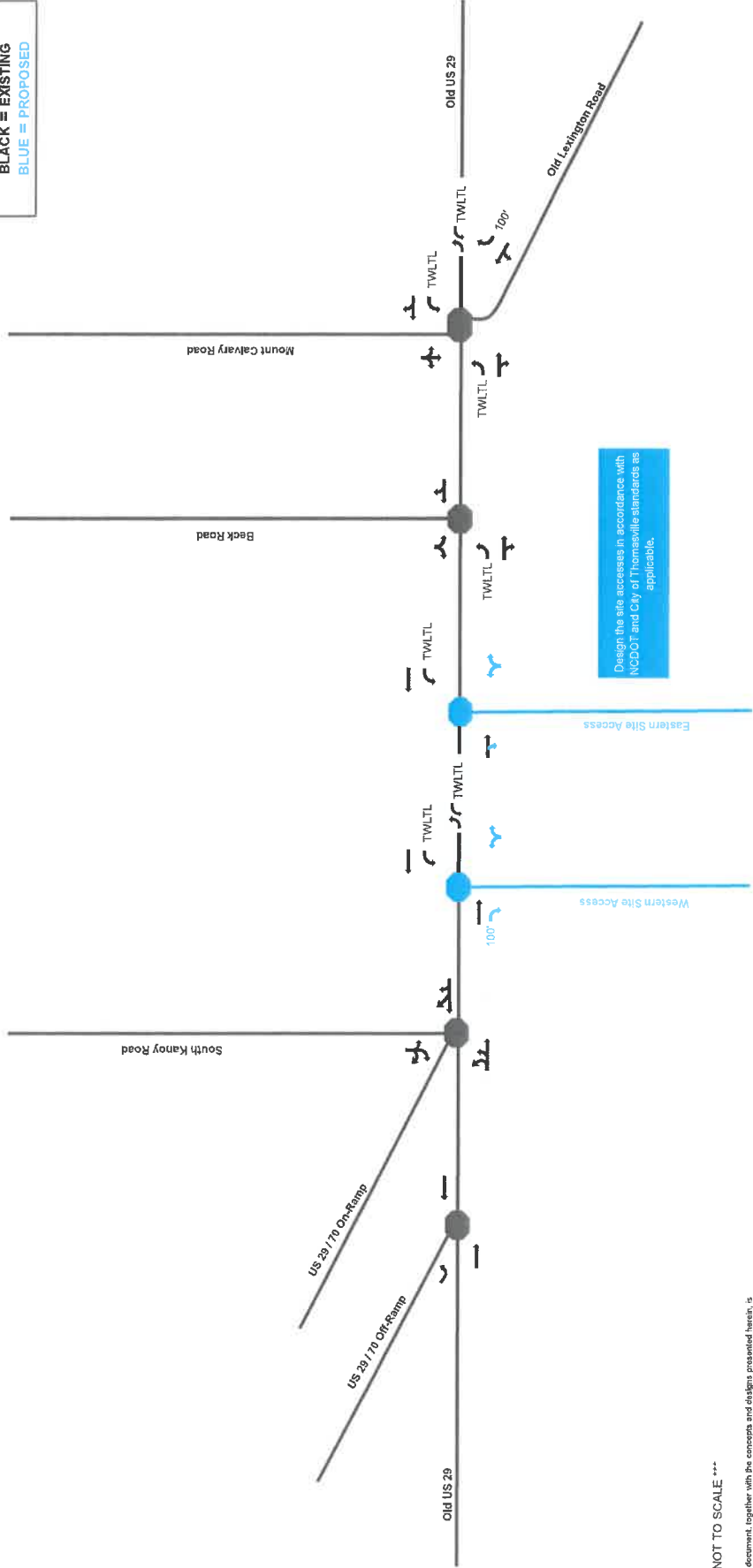


At the Eastern Site Access, a two way left turn lane is already present at this intersection. Based on projected volumes, a right turn lane is not warranted.

It is recommended that the site accesses be designed in accordance with NCDOT and City of Thomasville standards as applicable. Figure A summarizes the recommended improvements.



LEGEND	
	SIGNALIZED INTERSECTION
	UNSIGNALIZED INTERSECTION
	ROADWAY
	TRAFFIC MOVEMENT
	BLACK = EXISTING
	BLUE = PROPOSED



*** NOT TO SCALE ***

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Figure A
Recommended Improvements

Lexington Avenue Subdivision
Thomasville, NC
DAVENPORT Project Number 210106



**Transportation Impact Analysis
Lexington Avenue Subdivision
Prepared for LeoTerra Development Inc.
January 06, 2022**

Introduction

The purpose of this memorandum is to assess the transportation impact of the proposed Lexington Avenue Subdivision. The proposed development is located on the southside of Lexington Avenue between Hillside Drive and Santa Fe Circle in Thomasville, North Carolina. This transportation impact analysis (TIA) considers up to 282 townhomes adjacent to Lexington Avenue. This development proposes two (2) access points on Lexington Avenue. The first access, proposed to be full access, will be approximately 610 feet, measured center-to-center, west of Beck Road on Lexington Avenue. The second access, proposed to be full access, will be approximately 375 feet west of the first site access on Lexington Avenue. Figure 1 illustrates the concept plan in the appendix and Figures 2A and 2B display the site location and study vicinity of this analysis.

The expected build-out year for this development is 2024. The study intersections were analyzed for weekday AM (7-9 AM) and PM (4-6 PM) peaks for the following conditions:

- 2022 Base Conditions
- 2024 Future No Build Conditions
- 2024 Future Build Conditions
- 2024 Future Build Conditions with Improvements (as necessary)

The study was conducted according to the standards and best practices utilized in the transportation engineering profession. Field data were collected consistent with industry standards and best practices. Trip generation was calculated using the *Trip Generation Manual, 11th Edition* published by the Institute of Transportation Engineers (ITE). This is the industry-standard method for trip generation. Data were analyzed using the methodology outlined in the *Highway Capacity Manual, 6th Edition* (HCM) published by the Transportation Research Board (TRB). Both publications are industry-standard publications and are routinely used by North Carolina Department of Transportation (NCDOT) and City of Thomasville. Capacity and level of service are the design criteria for this traffic study. Modeling and intersection analyses were performed using Synchro (Version 10.3), a state-of-the-art software package widely used and accepted by NCDOT and City of Thomasville, in addition to transportation professionals and governments all over the United States and the world. These data sources and tools are adequate to reach the conclusions contained within this study.

The scope for this development was determined through coordination with City of Thomasville staff. This is documented in the Appendix. Information regarding the proposed development was provided by the developer, LeoTerra Development Inc.

Existing Study Area

Based on the scoping and coordination with City of Thomasville, the study area included the following intersections:

- I-85 Business North Off-Ramp at Old US Highway 29 (One-way: Westbound)
- I-85 Business North Off-Ramp at Old US Highway 29 (One-way: Eastbound)
- I-85 Business South On-Ramp/Lexington Avenue at Kanoy Road /Connector Road
- Old US Highway 29/Lexington Avenue at Connector Road
- Lexington Avenue at Beck Road
- Old Lexington Road/Mount Calvary Road at Lexington Avenue
- Western Site Access & Lexington Avenue
- Eastern Site Access & Lexington Avenue

A field investigation was conducted by DAVENPORT staff to determine the existing roadway conditions in the study area. Table 1 summarizes this information. Figure 3 shows the existing lane geometry.

Table 1 - Street Inventory				
Facility Name	Typical Cross Section	Pavement Width	Speed Limit	Maintained By
I-85 Business North Off-Ramp (RMP-5175)	1-lane undivided	Approx. 15'	35 MPH	NCDOT
I-85 Business South On-Ramp (RMP-5174)	1-lane undivided	Approx. 17'	Not Applicable	NCDOT
South Kanoy Road (SR 1787)	2-lane undivided	Approx. 20'	Not posted, 35 MPH otherwise	NCDOT
Old US Highway 29 (SR 2123)	2-lane undivided	Approx. 24'	35 MPH	NCDOT
Lexington Avenue (SR 2123)	3-lane undivided with two-way center left turn lane	Approx. 33'	35 MPH	NCDOT
Beck Road (SR 2046)	2-lane undivided	Approx. 20'	Not posted, 35 MPH otherwise	NCDOT
Mount Calvary Road (SR 1793)	2-lane undivided	Approx. 20'	35 MPH	NCDOT
Old Lexington Road (SR 2044)	2-lane undivided	Approx. 26'	Not posted, 35 MPH otherwise	NCDOT

Base Traffic Volumes

Base traffic volumes at the following study intersections were obtained from the traffic forecast for State Transportation Improvement Program (STIP) BR-0016, dated December 13, 2018:

- I-85 Business North Off-Ramp at Old US Highway 29 (One-way: Westbound)
- I-85 Business North Off-Ramp at Old US Highway 29 (One-way: Eastbound)
- I-85 Business South On-Ramp/Lexington Avenue at Kanoy Road /Connector Road
- Old US Highway 29/Lexington Avenue at Connector Road

The traffic forecast information provided 2018 base year no-build volumes, and 2040 future year no-build (bridge replacement) and build (superstreet) volumes. The NCDOT IAU spreadsheet was utilized to convert the forecast volumes into peak hour turning movements. Volumes were interpolated between 2018 and 2040 using a straight-line interpolation.

New turning movement counts were collected by Quality Counts at the following intersections:

- Lexington Avenue at Beck Road – 12/28/2021
- Old Lexington Road/Mount Calvary Road at Lexington Avenue – 12/28/2021

To represent 2021 standard conditions at the above-mentioned intersections, the traffic volumes at the collected locations along Lexington Avenue were balanced up with the traffic volumes from the forecast volumes at the adjacent intersections by using the greater of adjacent volumes. Additionally, the traffic movements entering and exiting Lexington Avenue, East of Old Lexington Road were adjusted by applying an adjustment factor of 2.0 in the AM peak hour and 1.25 during the PM peak hour. These adjusted volumes represent conditions with school in session.

Figure 4 shows base volumes for the AM and PM peak hours. More information can be found in the Traffic Volume Data section of the appendix.

Approved Developments, Committed Improvements and Planned Improvements

Approved Developments

Approved developments are developments that have been recently approved in the area, but not yet constructed. There are no approved developments in the vicinity of the project area to account for in the analysis, and a 2.0% annual growth rate would be sufficient to account for background traffic growth.

Committed Improvements

Committed Improvements are improvements that are committed by NCDOT, City of Thomasville, or a developer in the area, but not yet constructed. There are no committed improvements in the vicinity of the project area to account for in the analysis.

Planned Improvements

Planned Improvements are improvements that are planned by NCDOT, City of Thomasville or a developer in the area, but not yet constructed. There is one (1) planned improvement project in the vicinity of the proposed development.

As part of NCDOT's Strategic Transportation Prioritization (SPOT) ID - H170582, the unconventional I-85 Business Interchange at Kanoy Road, Lexington Avenue and Old US Highway 29 will be upgraded to a grade-separated interchange. As the timeframe for the construction of this project is uncertain, it was not included in this traffic analysis of future conditions. The below image illustrates the planned improvements at the proposed interchange.



Planned Improvements associated with SPOT ID: H170582 at the I-85 Business Interchange at Kanoy Road [Source: NCDOT's Travel Time Summary (TTS) Report for SPOT ID: H170582]

Methodology

The analysis for this TIA was conducted utilizing NCDOT and City of Thomasville standards. The following table contains a summary of the base assumptions:

Table 2 – Assumptions and Parameters	
Peak Hour Factor	0.90
Background Traffic Annual Growth Rate	2.0% per year for all roadways
Analysis Software	Synchro/SimTraffic Version 10.3
Lane widths	12-feet unless measured otherwise
Truck percentages	2%

Trip Generation

As mentioned previously, the development is planned to consist of 282 townhomes adjacent to Lexington Avenue. The trip generation potential of this site was projected based on the most recent edition (11th Edition) of the ITE *Trip Generation Manual*, which is the industry-standard methodology. Also, NCDOT Congestion Management provides guidance on the selection of appropriate rates and equations from the *Trip Generation Manual*, and these guidelines were applied. Table 3 presents the results.

Table 3 - ITE Trip Generation									
Lexington Avenue Subdivision, Thomasville, NC									
Average Weekday Driveway Volumes				24 Hour	AM Peak Hour		PM Peak Hour		
				Two-Way	Enter	Exit	Enter	Exit	
<u>Land Use</u>	<u>ITE Land Code</u>	<u>Size</u>		<u>Data Source</u>	<u>Volume</u>	<u>Enter</u>	<u>Exit</u>	<u>Enter</u>	<u>Exit</u>
Single-Family Attached Housing	215	282	Dwelling Units	Adjacent-Equation	2,098	44	97	94	71
Total Trips					2,098	44	97	94	71

Trip Distribution

The trip distribution patterns for future site traffic were projected based on existing traffic patterns and engineering judgement. The directional percentages for site traffic are listed below.

- 35% to and from the north on Kanoy Road
- 25% to and from the west on I-85 Business Ramps
- 25% to and from the east on Lexington Avenue
- 10% to and from the north on Mount Calvary Road
- 5% to and from the west on Old US Highway 29

The trip distribution model for this project is shown in Figure 5.

Future No Build Traffic

The 2024 future no-build traffic volumes were computed by applying a 2.0% compounded annual growth rate to the base traffic volumes. Figure 6 shows the 2024 future no-build traffic volumes for AM and PM peaks.

Total Traffic

The 2024 build-out traffic volume was obtained by summing the 2024 future no-build traffic volumes and site trips due to this project. Site trips are shown in Figure 7. The resulting build volume totals for AM and PM peaks are shown in Figure 8. More information can be found in the Traffic Volume Data section of the appendix.

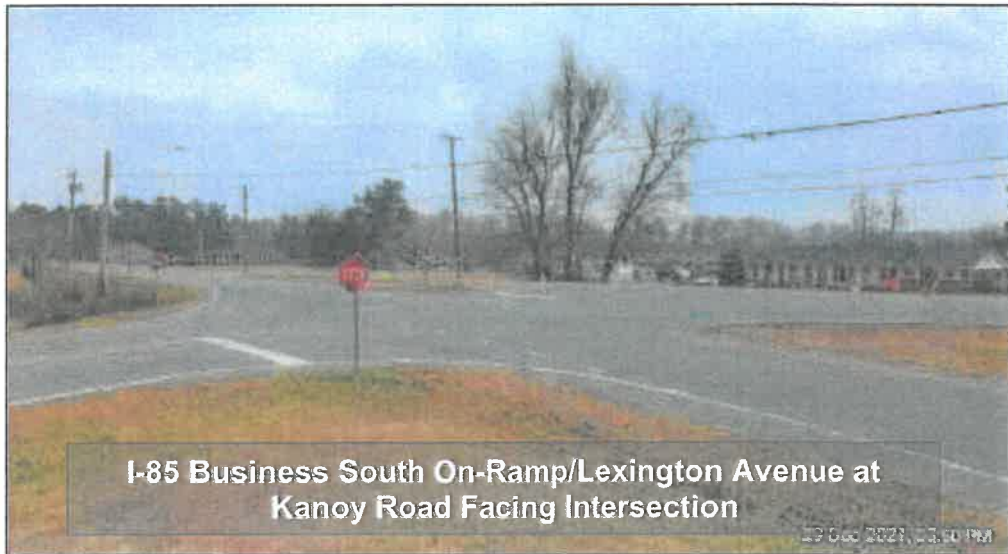


Capacity Analysis

Level of Service Evaluation Criteria

The Transportation Research Board’s Highway Capacity Manual (HCM) utilizes a term “level of service” to measure how traffic operates in intersections and on roadway segments. There are currently six levels of service ranging from A to F. Level of service “A” represents low-volume traffic operations and Level of Service “F” represents high-volume, oversaturated traffic operations. Synchro Traffic Modeling software was used to determine the level of service for studied intersections. All worksheet reports from the analyses can be found in the Appendix.

Table 4 – Level of Service and Control Delay Criteria from Highway Capacity Manual			
Levels of Service and Control Delay Criteria			
Signalized Intersection		Unsignalized Intersection	
Level of Service	Control Delay Per vehicle (sec)	Level of Service	Delay Range (sec)
A	≤ 10	A	≤ 10
B	> 10 and ≤ 20	B	> 10 and ≤ 15
C	> 20 and ≤ 35	C	> 15 and ≤ 25
D	> 35 and ≤ 55	D	> 25 and ≤ 35
E	> 55 and ≤ 80	E	> 35 and ≤ 50
F	> 80	F	> 50



Discussion of Results

I-85 Business North Off-Ramp at Old US Highway 29 (One-way: Westbound)

This unsignalized intersection operates at LOS B during the AM and PM peak hours under base and future scenarios. No improvements are recommended.

I-85 Business North Off-Ramp at Old US Highway 29 (One-way: Eastbound)

This unsignalized intersection operates at LOS C during the AM peak hour and LOS B during the PM peak hour under base and future scenarios. No improvements are recommended.

I-85 Business South On-Ramp/Lexington Avenue at Kanoy Road /Connector Road

This unsignalized intersection operates at LOS B during the AM and PM peak hours under base and future scenarios. No improvements are recommended.

Old US Highway 29/Lexington Avenue at Connector Road

This unsignalized intersection operates at LOS A during the AM and PM peak hours under base and future no build scenarios. In the future build scenario, the addition of site traffic increases the overall delay by a relatively low amount: 0.5 seconds in the AM peak and 0.8 seconds in the PM peak. Due to the relatively low impacts, no improvements are recommended as a result of this development.

Lexington Avenue at Beck Road

This unsignalized intersection operates at LOS B during the AM and PM peak hours under base and future scenarios. No improvements are recommended.

Old Lexington Road/Mount Calvary Road at Lexington Avenue

This unsignalized intersection operates at LOS B during the AM and PM peak hours under base and future no build scenarios. In the future build scenario, the addition of site traffic increases the overall delay by a relatively low amount: 1.4 seconds in the AM peak and 1.0 second in the PM peak. This represents a 5.86% increase in traffic volume in the AM peak hour and a 6.78% increase in the PM peak hour. Due to the relatively low impacts, no improvements are recommended as a result of this development.

Western Site Access & Lexington Avenue

In future build conditions, this intersection is expected to operate at LOS B in the AM and PM peak hours. The traffic analysis indicates the existing two-way center left turn lane (TWLTL) will be adequate to accommodate the left turning traffic into the site. A right turn lane into the site is recommended to enhance the safety of the access. Therefore, it is recommended to construct an eastbound right turn lane on Lexington



Avenue with 100 feet of storage and appropriate taper. With this improvement in place, the analysis indicates that the level of service is maintained with reduced delay along the northbound approach on the western site access during both the peak hours. This site access should be designed in accordance with NCDOT and City of Thomasville standards as applicable.

Eastern Site Access & Lexington Avenue

In future build conditions, this intersection is expected to operate at LOS B in the AM and PM peak hours. The traffic analysis indicates the existing two-way center left turn lane (TWLTL) will be adequate to accommodate the left turning traffic into the site. The volumes on Lexington Avenue do not meet thresholds for the warranting of an auxiliary right turn lane. This site access should be designed in accordance with NCDOT and City of Thomasville standards as applicable.

Recommended improvements at the study intersections are illustrated in Figure 9.

Level of Service Summary

Table 5 presents the summary of the level of service analysis for all study intersections:

AM Peak	2022 Base	2024 Future No Build	2024 Future Build	2024 Future Build with Improvements
Old US Highway 29 (Westbound) & I-85 Business North Off Ramp	B (11.0) SB Approach	B (11.0) SB Approach	B (11.2) SB Approach	
Old US Highway 29 (Eastbound) & I-85 Business North Off Ramp	C (15.4) EB Approach	C (15.4) EB Approach	C (16.5) EB Approach	
Connector Road/S Kanoy Road & I-85 Business South On-Ramp /Lexington Avenue	B (11.5) SB Approach	B (11.5) SB Approach	B (12.5) SB Approach	
Old US Highway 29/Lexington Avenue & Connector Road	A (9.9) SB Approach	A (9.9) SB Approach	B (10.4) SB Approach	
Lexington Avenue at Beck Road	B (10.2) SB Approach	B (10.2) SB Approach	B (10.5) SB Approach	
Old Lexington Road/Mount Calvary Road at Lexington Avenue	B (14.0) SB Approach	B (14.0) SB Approach	C (15.4) SB Approach	
Western Site Access & Lexington Avenue			B (11.4) NB Approach	B (11.3) NB Approach
Eastern Site Access & Lexington Avenue			B (11.0) NB Approach	

LOS (delay in seconds)
 Note for unsignalized conditions, LOS and delay indicates only minor street approach with longest delay

Table 5 - Level of Service Summary (Continued)

PM Peak	2022 Base	2024 Future No Build	2024 Future Build	2024 Future Build with Improvements
Old US Highway 29 (Westbound) & I-85 Business North Off Ramp	B (10.5) SB Approach	B (10.6) SB Approach	B (10.9) SB Approach	
Old US Highway 29 (Eastbound) & I-85 Business North Off Ramp	B (12.9) EB Approach	B (13.1) EB Approach	B (14.0) EB Approach	
Connector Road/S Kanoy Road & I-85 Business South On-Ramp /Lexington Avenue	B (12.6) SB Approach	B (12.8) SB Approach	B (14.1) SB Approach	
Old US Highway 29/Lexington Avenue & Connector Road	A (9.7) SB Approach	A (9.7) SB Approach	B (10.5) SB Approach	
Lexington Avenue at Beck Road	B (10.4) SB Approach	B (10.5) SB Approach	B (10.7) SB Approach	
Old Lexington Road/Mount Calvary Road at Lexington Avenue	B (14.5) SB Approach	B (15.0) SB Approach	C (16.0) SB Approach	
Western Site Access & Lexington Avenue			B (11.3) NB Approach	B (11.2) NB Approach
Eastern Site Access & Lexington Avenue			B (10.7) NB Approach	

LOS (delay in seconds)

Note for unsignalized conditions, LOS and delay indicates only minor street approach with longest delay



Lexington Avenue at Beck Road looking East



Summary and Conclusion

The proposed development is located on the southside of Lexington Avenue between Hillside Drive and Santa Fe Circle in Thomasville, North Carolina. This transportation impact analysis (TIA) considers up to 282 townhomes adjacent to Lexington Avenue. This development proposes two (2) access points on Lexington Avenue. The first access, proposed to be full access, will be approximately 610 feet, measured center-to-center, west of Beck Road on Lexington Avenue. The second access, proposed to be full access, will be approximately 375 feet west of the first site access on Lexington Avenue. The expected build-out year for this development is 2024.

Trip Generation

Based on trip generation rates and equations published in Trip Generation (Institute of Transportation Engineers, 11th Edition), this development has a trip generation potential of 2,098 daily trips, with 141 trips in the AM peak hour and 165 trips in the PM peak hour.

Lexington Avenue Roadway Capacity

Lexington Avenue is classified as a 2-lane major thoroughfare with a center two-way left turn lane on the High Point Urban Area Metropolitan Planning Organization's (HPMPO) Long-Range Metropolitan Transportation Plan (MTP). From the State Transportation Improvement Program (STIP) BR-0016 Traffic Forecast, the 2024 projected annual average daily traffic (AADT) on Lexington Avenue in the vicinity of the site is 5,800 vehicles per day (vpd). The maximum AADT of a typical 2-lane major thoroughfare with center two-way left turn lane in the Piedmont Region is approximately 14,000 vpd. With the addition of site traffic, the 2024 projected AADT in the vicinity of the site is anticipated to be 7,898 vpd, which is well **below** the capacity threshold of 14,000 vpd. This implies Lexington Avenue has adequate capacity to handle the projected site trips from the proposed development.

Capacity Analysis and Recommendations

This analysis has been conducted based on the and NCDOT and City of Thomasville guidelines and has identified the potential traffic impacts of this development. Overall, the analysis indicates LOS C or better can be expected at the study intersections during the future build peaks and with the build-out of the site, the analysis indicates there will be adequate capacity to accommodate future traffic.

To provide safe entry at the Western Site Access, an eastbound right turn lane is recommended on Lexington Avenue. A two way left turn lane is already present at this intersection.

At the Eastern Site Access, a two way left turn lane is already present at this intersection. Based on projected volumes, a right turn lane is not warranted.

It is recommended that the site accesses be designed in accordance with NCDOT and City of Thomasville standards as applicable. Figure 9 summarizes the recommended improvements.



Fox Rothschild LLP
ATTORNEYS AT LAW

Leoterra Development, Inc. Lexington Avenue (Z-21-05)

**City Council Meeting
December 20, 2021**

Leoterra Development, Inc.

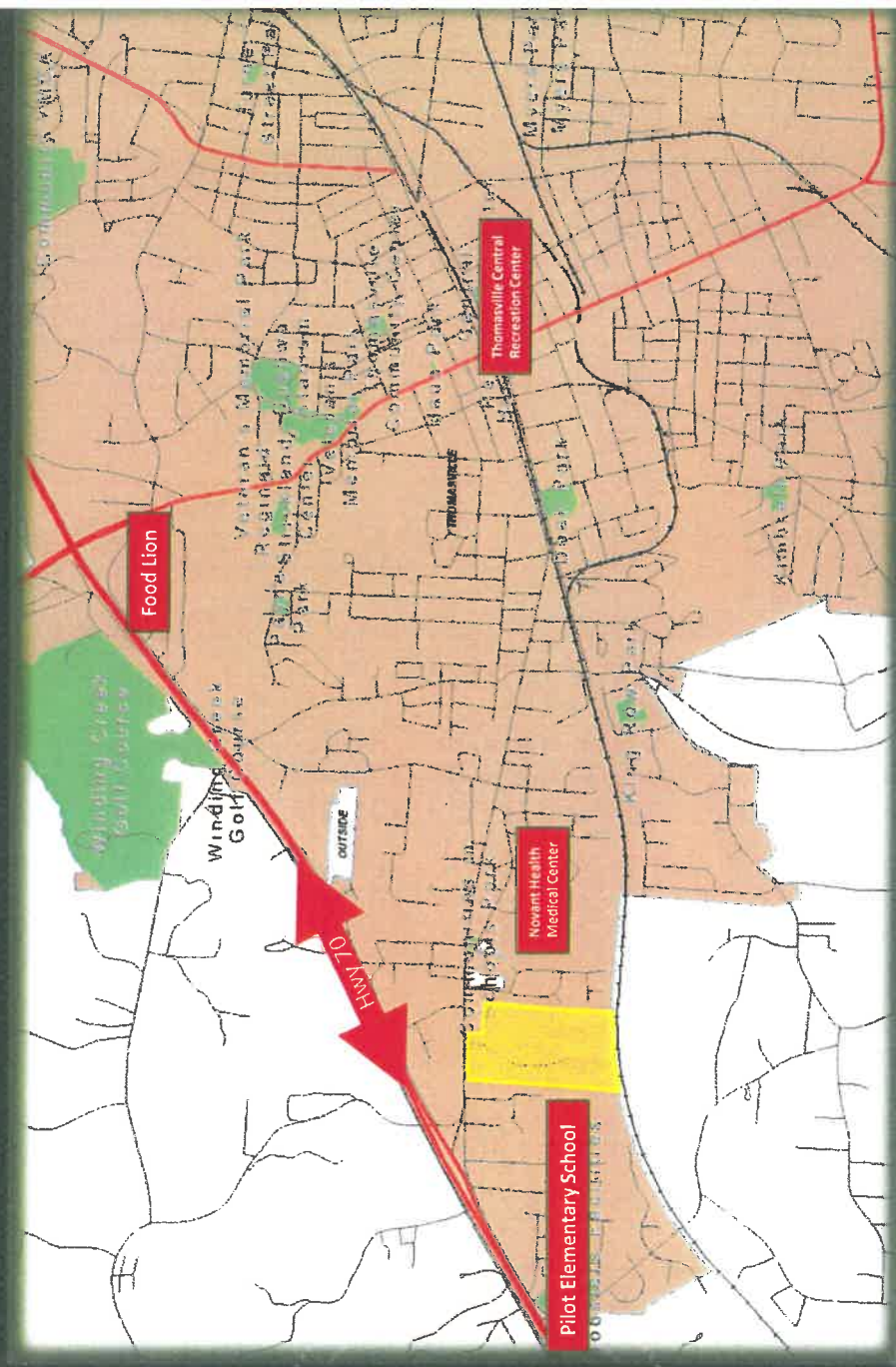
Headquarters in Triad

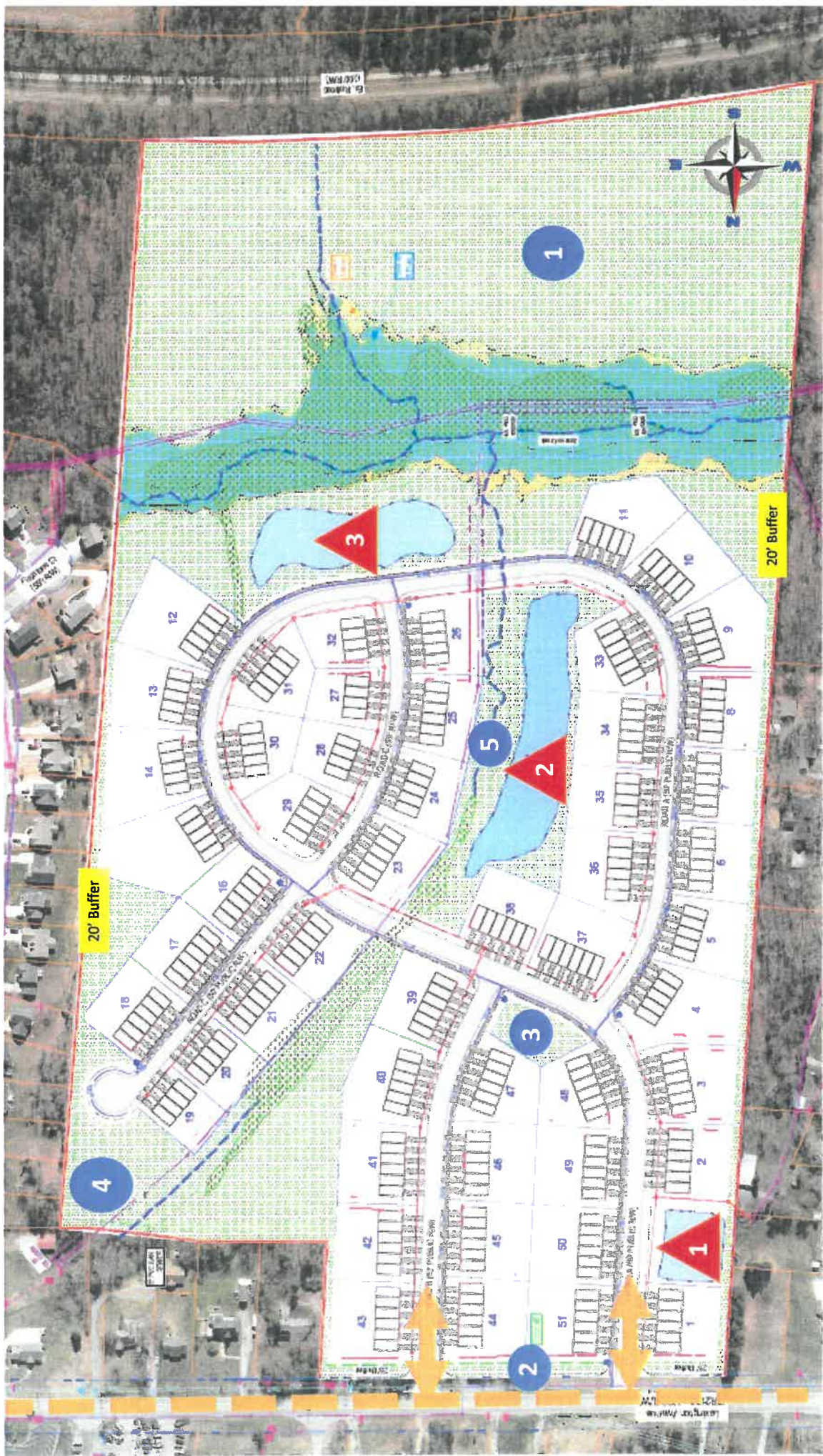
Specializes in residential
developments near interstates

Thomasville Developer

Request Overview

- Request to rezone ~70 acre parcel from **R10** to **CZ-R6** to allow for ≤ 280 unit residential development





**Meets
Development
Ordinance
Requirements**

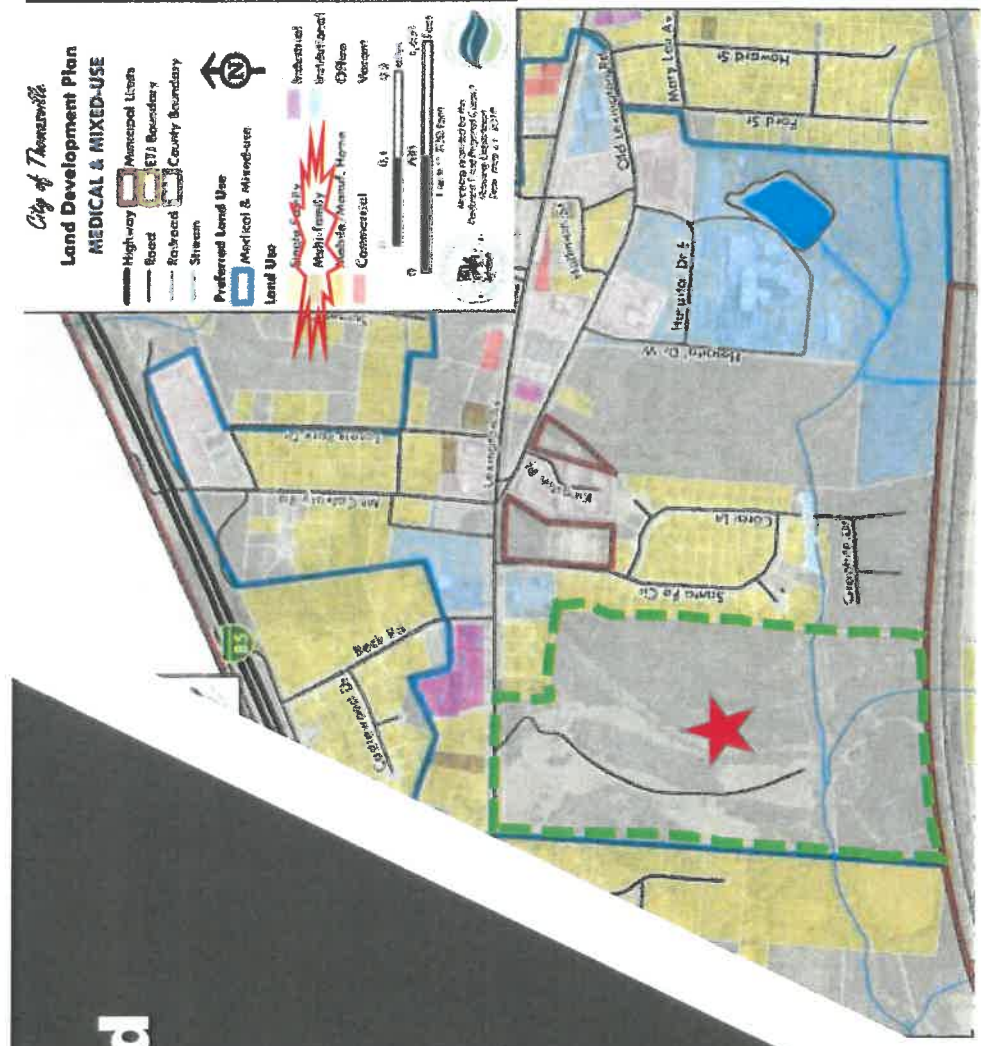
Stormwater

Riparian Buffers

Common Open Space

Consistent with Land Development Plan

- Designated for Multi-Family Development
- "Support quality land use and development that will provide convenient access to schools, parks, employment, and shopping"
- "Use vacant and underdeveloped land that is readily available for use with City services such as residential . . ."



Community Engagement

Detailed 3-page letter to neighbors with location and other information in transparent Q&A format

November 11, 2021
Neighborhood Meeting

Questions?

La-Deidre Matthews, Esq.

Lmatthews@foxrothschild.com

Fox Rothschild LLP



Fox Rothschild ^{LLP}
ATTORNEYS AT LAW

STATE OF NORTH CAROLINA
COUNTY OF DAVIDSON

BEFORE THE THOMASVILLE NC
CITY COUNCIL

NOTICE OF PUBLIC HEARING
ON ECONOMIC INCENTIVE GRANTS

The City of Thomasville proposes to appropriate and expend City funds for the following economic development project pursuant to North Carolina General Statute § 158-7.1 The City intends to consider entering into economic development incentive grant Contract with Project Viceroy. If this grant is approved, the Company will invest a minimum of \$14,000,000.00 and up to \$22,000,000.00 in facility expansion/improvements and new machinery/equipment plus provide a minimum of 75 and up to 96 new full-time jobs in the City of Thomasville, with an average hourly wage in excess of the County average.

Project Viceroy will be entitled to a grant not to exceed .0031 times the total of the company's investment in plant, machinery and equipment, provided the Company meets the requirements of the Contract as to investment, jobs and wages. The grant will be paid annually for a period of ten (10) years and payments will begin when certification of capital investment made by the company is presented and other terms of the agreement are met.

The City believes the foregoing grant(s) will stimulate the local economy, increase the City tax base and revenues, result in the creation of new employment opportunities in the City and promote the general welfare of the City and its citizens.

The Thomasville City Council will hold a public hearing on the City's proposed appropriation and expenditure of funds for this grant at 6:00 p.m. on Monday, January 18, 2022 at the Ball Park Rd Community Center, 7003 Ball Park Rd, Thomasville, North Carolina. The Council will consider all information that they believe to have a bearing on this grant. The Council invite all interested persons to attend and present their views. The Council may adjourn the hearing from time to time.

As a result of the public hearing, substantial changes might be made in the advertised proposal reflecting objections, debate and discussions at the hearing.

Persons with disabilities that may need special accommodations to participate in the hearing should notify the City Manager's Office at 336-475-4222 at least 24 hours prior to the start of the hearing.

This the ____ day of January, 2022.

Wendy Martin, Clerk to the Council
Thomasville City Council

**City of Thomasville
Community Development Block Grant
Notice of Public Hearing**

Notice is hereby given that the Thomasville City Council will hold a public hearing on Tuesday, January 18, 2022 at 6:00 p.m. at 7003 Ball Park Road, Thomasville, NC.

The purpose of this hearing is to receive citizen input regarding the use of Community Development Block Grant (CDBG) funds from the North Carolina Department of Commerce and the U.S. Department of Housing and Urban Development. CDBG funds may be used for infrastructure improvements, demolition or building reuse projects, which promote Economic Development through the creation of jobs, designed to benefit low and moderate-income residents within the City. All interested persons are invited to attend this hearing.

This information is available in Spanish or any other language upon request. Please contact the Clerk's Office at (336) 475-4214 or at 10 Salem Street, Thomasville, for accommodations for this request at least 48 hours prior to the hearing.

Esta información está disponible en español o cualquier otra lengua a petición. Entre en contacto con por favor la oficina del vendedor en (336) 475-4214 o en la calle de 10 Salem Street, Thomasville, para las comodidades para esta petición por lo menos 48 horas antes de la audiencia.

Hearing impaired persons desiring additional information or having questions regarding this subject should call the North Carolina Relay Number for the Deaf at 1-800-735-8262.

“Generic” First Public Hearing

North Carolina receives federal Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD). The North Carolina Department of Commerce establishes programs to make available the CDBG funding. In order for the City of Thomasville to be eligible to apply for CDBG funds from the North Carolina Department of Commerce, Rural Economic Development Division, two public hearings are required. The first public hearing is a “generic” public hearing, and once held, is good for one year. During that year, the City would only need to hold a project specific public hearing, prior to submitting a request for CDBG funding. Currently under the CDBG Program, funds can be requested for projects that include infrastructure improvements, building reuse or demolition, all of which must be for the purpose of promoting economic development through the creation of jobs, designed to benefit low and moderate-income persons.

It is recommended that the City hold the ‘generic” first public hearing annually, to be prepared for an economic development project, which may develop.

Thomasville City Council
Organizational Meeting Minutes
7003 Ball Park Road, Thomasville, NC

Monday, December 6, 2021 – 6:00 P.M.
Mayor Raleigh York, Jr.
Mayor *Pro Tempore* Wendy Sellars

1. CALL TO ORDER - Mayor Raleigh York, Jr. called the organizational meeting of the Thomasville City Council to order.
2. INSTALLATION OF OFFICIALS - NC Court of Appeals Judge April C. Wood administered oaths to:
 - A. Raleigh York, Jr., Mayor
 - B. D. Hunter Thrift, Council Member
 - C. Ronald S. Bratton, Council Member
 - D. Jeannette Shepherd, Council Member
 - E. Doug Hunt, Council Member
 - F. Wendy Bryant Sellars, Council Member
 - G. Lisa Shell, Council Member

Payton Williams will be sworn in at a later date.

3. APPROVAL OF 2022 MEETING AND MAYOR PRO TEM SCHEDULE

Mayor York asked Council to vote on this item. Council Member Thrift moved to approve the 2022 Meeting and Mayor Pro Tem Schedule to Council. Council Member Hunt seconded. No discussion. *Motion unanimously approved 6 – 0.*

4. COMMITTEE ASSIGNMENTS - Mayor York advised the Council Members that he has appointed each of them to various committees. The complete list of appointments is available in the City Clerk's office.

Mayor York also presented plaques to former Council Members Neal Grimes, Jane Murphy and Pat Shelton. He thanked them for their years of dedicated service to the citizens of Thomasville. Former Council Members Joe Leonard and Scott Styers will receive their plaques at a later date.

5. ADJOURNMENT - Council Member Sellars moved to adjourn this meeting; Council Member Shell seconded. No discussion. *Motion unanimously approved 6 – 0.*

Raleigh York, Jr., Mayor

Wendy S. Martin, City Clerk

MINUTES FOR THE THOMASVILLE CITY COUNCIL BRIEFING MEETING ON MONDAY, DECEMBER 13, 2021 AT 6:00 PM AT 7003 BALLPARK ROAD, THOMASVILLE, NC.

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

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

1. Call to Order – Mayor Raleigh York, Jr. called the meeting of the Thomasville City Council to order.
2. Additions and Deletions to the Agenda

City Manager Brandt asked Council to add the following:

3. Proclamations and Recognitions:

- A. Recognition of Officer Brian Aguilar for Letter of Commendation from High Point Police Department
- B. Recognition of Retirements in 2021; and

8. K. Call for Public Hearing for Economic Development Project Viceroy on January 18, 2022 at 7003 Ball Park Road, Thomasville, NC at 6:00 P.M.

City Manager Brandt also asked Council to replace the following:

H. Consideration of Resolution of Acceptance of State Revolving Fund Loan Offer
with:

H. Consideration of Amendment to 2022 Thomasville City Council Meeting Dates Schedule. (A Council Member wanted the January committee meeting to be held on Tuesday, January 4th, instead of Wednesday, January 5th due to a work schedule conflict.)

Council Member Sellars moved that Council approve the agenda as amended. The motion was seconded by Council Member Hunt. No discussion. *Motion unanimously approved 7 – 0.*

3. Proclamations and Recognitions – amended as stated above.
4. Public Forum (on December 20, 2021) – Citizens will be given two minutes to speak on any topic at the Council Meeting.

5. Public Hearing

Request for Rezoning: (Z-21-05)
Applicant: Leoterra Development, Inc.
Owner: William Lynn Hinkle, et al.
Location: Lexington Avenue
Tax Parcel ID #: 16-325-0-000-0089
Existing Zoning: R-10 Low Density Residential
Proposed Zoning: CZ-R6 Conditional Zoning High Density Residential

Conditions: Permitted uses to include: Single Family Residential, Town Homes, Twin Homes, Duplexes; Permitted uses to exclude: All R-6 uses not listed as included shall be prohibited; Development Conditions: Density shall be limited to 280 units; Other Conditions: 20-ft. semi-opaque buffer yard. *The Board of Planning and Adjustment held a public hearing on 11/30/21 and voted 5-1 in favor of this rezoning because, "It does not conflict with adjoining properties and homes, it stabilizes and protects the essential characteristics of the area, and it is compatible with the 2035 Land Development Plan, providing the City of Thomasville with high quality single family housing."*

City Manager Brandt explained that Mayor York asked Council to allow a 10-minute Power Point presentation by Leoterra, followed by 5 minutes of input from those in favor of this issue, then 15 minutes for those opposed, with additional time allowed as needed after that, in order to allow for due process. If needed, Mayor York could request speakers to refrain from repeating the same sentiments, and/or limit the time per speaker, to allow everyone the opportunity to speak. Council expressed concern that each side get the same opportunity to speak. Mayor York confirmed that both sides would get to speak.

6. Regular Agenda for action on December 13, 2021

A. Consideration of Adoption of a Preliminary Resolution – 2012 Revenue Bond Refunding/Refinancing

Finance Director Thomas Avant explained that these were first issued in 2002 to install sewer lines in the annexed areas of town. They were recalled and refinanced in 2012. This will be the second time that they were refinanced. It will save the City approximately \$250,000 in aggregate debt service over the life of the loan (about \$37,000 annually.)

He explained that this preliminary Resolution will ultimately authorize the filing of an application with the LGC for bond refunding. It requests that the LGC sell the bonds at private sale and authorizes the solicitation of bids in connection with the issuance of revenue refunding bonds of the City.

Council Member Thrift moved that Council approve the Adoption of a Preliminary Resolution – 2012 Revenue Bond Refunding/Refinancing. The motion was seconded by Council Member Williams. No discussion. *Motion unanimously approved 7 – 0.*

The following items were put on the regular agenda by the Council members for consideration on December 20, 2021:

6. Consent Agenda for action on December 20, 2021
 - A. Approval of Minutes of the Briefing Meeting on 11/08/21
 - B. Approval of Minutes of the Council Meeting on 11/15/21
 - C. Consideration of Resolution Authorizing the Sale of Retired K9 Officer "Kaizer"
 - D. Consideration of Adoption of FY 21-22 Budget Amendment for donation from Thomas Austin Finch Foundation
 - E. Consideration of Grant Project Ordinance – 2021 Thomasville PD JAG Grant
 - F. Consideration of Amendment to 2022 Thomasville City Council Meeting Dates Schedule
 - G. Consideration of Resolution Adopting the State's Record Retention and Disposition Schedule Updated 10/29/21

The following items were put on the regular agenda by the Council members for consideration on December 20, 2021:

7. Regular Agenda
 - A. Consideration of Ordinance Amending Chapter 78-462, Schedule 2, 25-Miles-Per-Hour Speed Zones on State Roads
 - B. Consideration of Ordinance Amending Enforcement of Certain Sections of the City of Thomasville Code of Ordinances by Adding Criminal Penalties (per Senate Bill 300)
 - C. Consideration of Water and Sewer Enterprise Fund Capital Improvement Plan FY23-34
 - D. Consideration of Adoption of FY 21-22 Budget Amendment Recognizing Various Revenues and Appropriations in the General, Water/Sewer and Golf Funds
 - E. Consideration of Contract with Home Solutions of Davidson County for \$32,000
 - F. Call for Public Hearing for Economic Development Project Viceroy on January 18, 2022 at 7003 Ball Park Road, Thomasville, NC at 6:00 P.M.
8. Committee Reports and Appointments, Mayor's Report and Appointments, City Manager's Report, City Attorney's Report

Reports will be given at the Council meeting on December 20, 2021.

9. ADDITIONAL ITEMS

Mayor York asked Council members if they were interested, individually or as a group, in purchasing a page of advertising to support the MLK-SAC. A full-page

group ad would be \$12.50 per person. The City already gives them \$500 of outside agency funds. Council Member Thrift pointed out that Council purchased an ad in 2019 (the last time they did this) but their ad was not included. Everyone agreed that they should do this. Mayor asked that each Council Member give their money to Rita Leta by the end of December.

10. ADJOURNMENT – Council Member Sellars moved to adjourn. Council Member Shell seconded the motion. No discussion. *Motion unanimously approved 7 – 0.*

Raleigh York, Jr., Mayor

Wendy S. Martin, City Clerk

MINUTES FOR THE THOMASVILLE CITY COUNCIL MEETING ON MONDAY, DECEMBER 20, 2021 AT 6:00 PM AT 7003 BALL PARK ROAD, THOMASVILLE, NC.

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

The following staff members attended the meeting: City Manager Michael Brandt; Assistant City Manager Eddie Bowling; Police Chief Mark Kattner; City Attorney Misti Whitman; Planning Director Chuck George; Recreation Director Cory Tobin; MIS Director Justin Trogdon; and City Clerk Wendy Martin.

1. CALL TO ORDER - Mayor Raleigh York, Jr. called the meeting of the Thomasville City Council to order.

2. ADDITIONS AND DELETIONS TO THE AGENDA

City Manager Brandt asked Council to add a closed session as item 9 for an Attorney/Client matter. Mayor *Pro Tem* Sellars moved to approve the agenda as amended. Council Member Thrift seconded. *Motion unanimously approved 7 – 0.*

Council Member Sellars moved that Council approve the agenda as amended. Council Member Thrift seconded. *Motion unanimously approved 7 – 0.*

3. PROCLAMATIONS AND RECOGNITIONS

A. Recognition of Officer Brian Aguilar for Letter of Commendation from High Point Police Department – Mayor York read the commendation letter, which is on file with the City Clerk.

B. Recognition of Retirements in 2021 – Contact the City Clerk for this complete listing.

4. PUBLIC FORUM – No one signed up to speak during the Public Forum.

5. PUBLIC HEARING

City Attorney Misti Whitman advised that Council Member Hunt is *required* to vote on the following matter, even though he used to be on the Planning Board. If he refrained, his vote would legally be considered an automatic affirmative vote.

Planning Director Chuck George introduced the public hearing with the following information:

Request for Rezoning:	(Z-21-05)
Applicant:	Leoterra Development, Inc.
Owner:	William Lynn Hinkle, et al.
Location:	Lexington Avenue
Tax Parcel ID #:	16-325-0-000-0089
Existing Zoning:	R-10 Low Density Residential

Proposed Zoning: CZ-R6 Conditional Zoning High Density Residential

Conditions: Permitted uses to *include*: Single Family Residential, Town Homes, Twin Homes, Duplexes; Permitted uses to *exclude*: All R-6 uses not listed as included shall be prohibited; *Development Conditions:* Density shall be limited to 280 units. *Other Conditions:* 20-ft. semi-opaque buffer yard.

The Board of Planning and Adjustment held a public hearing on 11/30/21 and voted 5-1 in favor of this rezoning because, "It does not conflict with adjoining properties and homes, it stabilizes and protects the essential characteristics of the area, and it is compatible with the 2035 Land Development Plan, providing the City of Thomasville with high quality single family housing."

Mr. George said an additional zoning permit is a prerequisite for this land to be developed. The area is surrounded by low and high density residential, as well as light industrial zoning. The site map shows 64.95 acres of undeveloped land on Lexington Avenue. The proposed use is for 280 unit townhomes with public streets, sidewalks, USPS cluster mailbox station, city water and sewer, street lights, and stormwater control devices.

He said the Technical Review Committee has review the plan.

The 2035 Land Use Plan indicates the area for Medical and Mix-use. It is anchored by the Thomasville Medical Center and is surrounded by residential, vacant and commercial use along Lexington Avenue. It is easily accessible from Business 85 via Lexington Avenue.

Mr. George advised that some of the concerns brought up at the Planning Board of Adjustment meeting were that some area residents:

- wanted to increase the landscape buffer and protect the current buffer;
- preferred single-family residential homes over townhomes;
- were concerned about increased traffic; and
- were concerned about increased stormwater at Jimmy's Creek.

Mayor York opened the public hearing and asked the representative for Leoterra Development, Inc to present their Power Point slideshow. Attorney LeDiedre Matthews with Fox Rothschild came forward with Kai Unger from the Developer, Leoterra, and Site Engineer Rob Frost of NC Design Solutions. The City Clerk has a copy of these slides on file, and they are available upon request.

Ms. Matthews said Leoterra is a local development firm with offices in Kernersville, NC and has a reputation for building quality residential developments near the interstate. They have built residential developments across North Carolina, including some in Trinity, Lexington, Greensboro, High Point and Winston-Salem, to name a few. They have also developed Life Storage, a climate-controlled indoor self-storage facility in Thomasville.

She summarized that this hearing is to consider their request to rezone a vacant 70-acre parcel from Low Density Residential (R10) to Conditional Zoning High Density Residential (CZ-R6) to allow for up to 280 residential units, including single family residential, town homes, twin homes, and/or duplexes only. The slides showed the location and layout of the proposed development plan.

Ms. Matthews said the residential units will be located across 51 separate lots in 5 different sections. There will be 2 access roads off of Lexington Avenue with designated turn lanes. She advised that 20-foot buffers would separate the development from existing neighbors on the east and west ends of the property.

The plan also includes 3 stormwater retention ponds, since about 6.5 acres of the 70-acre parcel is in the flood zone. She said the development plan meets all the requirements. In this case, the stormwater administrator has decided that retention ponds on the proposed development must treat stormwater run-off for a 100-year storm event, which exceeds the State's minimum requirement of a 10-year storm event.

Ms. Matthews also said because Jimmy's Creek runs through the property, Leoterra is required to provide buffers to protect the stream from the impact of the development.

She said the development plan includes 43% open space throughout the site, which is well in excess of the required minimum of 20%.

The plan is consistent with the Land Development Plan. It will use vacant land to provide housing that is convenient to schools, parks, employment and shopping.

Prior to the public hearing, Leoterra sent two informational letters to area residents and held a neighborhood meeting on November 11, 2021 to answer questions. As a result, Leoterra offered to increase buffers along the east and west boundary lines to minimize the neighbors' concerns.

Council Member Shepherd asked how Leoterra planned to protect Jimmy's Creek.

Rob Frost said the Developer plans "to leave (Jimmy's Creek) as it is, as much as we possibly can. With it being a floodway, we are going to leave those all undisturbed. There are different zones along the creek that we will abide by. I believe the first zone is closest to the creek where we cannot touch it. We will not touch it. And then the second zone is the upland zone, which we may have areas of grading change, but those will be replanted."

Council Member Shepherd asked how much area would need to be graded.

Mr. Frost said, "It would be very minimal, especially with Jimmy's Creek. We may encroach into the (Stormwater Pond #3) area a little bit, and also maybe adjacent to lot 11 at the bottom of the screen, but everywhere else we are not even planning to

do anything within that southern portion of the whole, entire property. There are, I believe, existing pedestrian bridges along that creek, too, that will remain.”

Council Member Hunt asked if the three retention ponds were located at the low points of the property.

Mr. Frost said the retention ponds are located where they are due to existing drainage patterns. He said it is their requirement to match the 100-year existing flow.

Council Member Hunt pointed out that retention pond #3 was located at the end of a main thoroughfare. He asked if it was taking into account the stormwater runoff from the top of the property, so that it will not overflow into Jimmy’s Creek.

Mr. Frost answered, “We would have an overflow designed into Jimmy’s Creek, but we will have to contain the 100-year storm, which means any storm event beyond the 100-year storm will be designed to go over the emergency spillway and into Jimmy’s Creek.

Council Member Hunt asked if this was being designed above and beyond what is being required of them.

Mr. Frost said the Stormwater Administrator is requiring the maximum, which is the 100-year storm.

Council Member Hunt asked if he understood that there is already an issue with Jimmy’s Creek flooding, so all precautions would be taken by the builder.

Mr. Frost said, “Yes, absolutely.”

Council Member Bratton asked Planning Director George if City Council had increased the requirements in that area.

Mr. George confirmed that City Council had approved stricter restrictions to the max in that area in October, 2021.

Council Member Hunt asked if 43% of the property would have green space.

Mr. Frost said, “Yes, so basically everything in the green areas will be considered common, open space.”

Council Member Hunt asked if there would be parks or walking trails in there.

Kai Unger from Leoterra replied, “I think across Jimmy’s Creek we’ll have some walking trails and gazebos, but other than that, there’s no amenities.”

Council Member Hunt asked, “There’s no development across the creek?”

Mr. Unger replied, "No. That's right."

Council Member Williams asked how much of the open space would be in the flood plain.

Mr. Unger answered, "6.5 acres out of almost 70."

Council Member Williams asked if that included the open space.

Mr. Unger confirmed that did include the open space.

Council Member Bratton asked if the buildings would be 2-story or 3-story.

Mr. Unger answered that they would be 2-story.

Council Member Sellars asked about the price of the homes.

Mr. Unger said the survey came back saying they would cost \$300,000 - \$350,000.

Council Member Hunt asked if this project was going to be built in phases, and if so, what would be included in the first phase?

Mr. Unger replied that the phases weren't worked out yet, but there would probably be 3 phases.

Council Member Hunt asked if they would build all the roads first or build them as they built the houses.

Mr. Unger said they would build all the roads first, and then the houses would be built while the land construction was done. He anticipated the loop at the entrance would be done during phase 1, with the bottom half being the second phase and the top half being the third phase, "or something like that."

Council Member Hunt asked if the stormwater management ponds would be done during the first phase.

Mr. Frost said, "All ponds will be constructed during the first phase, but they will be what we call 'sediment ponds' for stormwater runoff... They will be constructed for the 100-year event, but they will not be considered water quality ponds. They will be considered sediment ponds where the water will be filtered off the top and released."

Council Member Hunt said, "My concern is that once you start clearing off everything, is the runoff going to catch there before it gets to Jimmy's Creek?"

Mr. Frost replied, "Yes, we will be containing all sediment and water." He said normally their sediment ponds are only big enough for a 10-year event, but they won't want to have to dig a bigger pond later, so they will do it to a 100-year benchmark

size to start with.

Council Member Thrift asked if they had a timeframe estimate for completion of all three phases yet.

Mr. Unger guessed that it might be completed in 2024 or 2025 for an entire build with houses and all.

Council Member Williams asked if they have discussed changed to Business 85 with NCDOT.

Mr. Unger said that interstate is far enough away that changes wouldn't affect construction. In addition, turn lanes will be on Lexington Avenue to help with the traffic.

Mr. Frost said there will be coordination with NCDOT, once the rezoning is approved, to permit the entrances. At that time, they will direct the Developer in terms of their needs.

Council Member Thrift asked if they had a traffic study done at Lexington Avenue.

Mr. Frost said they did not, because they went ahead and added the turn lanes, so a traffic study wouldn't be necessary.

Council Member Shepherd asked if that would be considered widening the road to make turn lanes?

Mr. Frost said it would be "asymmetrical widening" on their property's side only.

With regard to stormwater, Ms. Matthews stated that an impact study would be required at the site plan stage.

Mr. Frost explained, "What they are requiring is for us to do a 100-year flood study on the internal stream that runs from north to south behind units 23, 24 between 38. We will have to perform a 100-year+ study on that branch."

Council Member Sellars asked for clarification about what type of homes they plan on building.

Ms. Matthew's said, "During the zoning process, we have prohibited uses and allowed uses, but right now, we have every intention of building townhome units there. The additional allowed uses just offers flexibility in the event that the market changes and (it becomes more feasible) to build single family, in addition to townhomes. But the plan, currently, based on the market study, is to do complete townhomes, which is indicated on the site plan."

Council Member Sellars asked if these townhomes would have any type of back yard

or green space.

Ms. Matthew's said the townhomes are going to be 2-3 bedrooms, which would support family homes.

Mr. Unger said, "There will definitely be a backyard." (See the site plan with the darkened area behind each unit.) He added that 280 units is the highest/max that they want to do. They may do less.

Mr. Frost said open space #3 (on the site map) is where the mail kiosk will go. "My thought is that would also be somewhat like a 'pocket park' type setup there, too."

Council Member Williams asked if City Council also has the authority to also set conditions.

Planning Director George confirmed that City Council can add additional restrictions or conditions.

Mayor York asked if anyone else wished to speak FOR this rezoning.

Property owner William Hinkle came forward. He said he was ready to part with the property and hoped that the City Council would approve the rezoning to expand the possibilities in that section of town.

No one else came forward to speak for or against the rezoning.

Mayor York asked that the following email from Cindy Wright be included as part of the record:

12/20/2021

Honorable Mayor and City Council Members:

My name is Cindy Wright, I reside at 325 E Meadow Rd, Thomasville NC 27360. Most of you know me, if not personally, your familiar with my name. I will be speaking on behalf of my entire street. Unfortunately, due to the number of years (since 2003) we have had to come before the City Council to address this one issue, many times and now many of my neighbors are not physically able to attend due to medical issues such as Prostate Cancer, Parkinson disease, Hip and Knee problems and aneurysm's, along with Mental anguish due to emotional distress this continues to cause us. Others have chosen not to attend after the way our neighbors were treated at the last Planning and Zoning meeting, their prospective is "everyone's mind is made up", "it's all about the money and tax revenue", "you have to have money to fight money", "some people are on the board for personal reasons". At the Planning and Zoning meeting, the attorney for the developer made the statement "they had a "zoom like meeting several weeks before and only had 3 or 4 people zoom in and there was not much push back from that meeting." That was wrong, I know 1 person

upset during that zoom meeting and 3 people on my street including myself tried to log into the meeting, only to be sent to a woman's personal site several times, and we were NOT allowed to tell the council that. Money is the root of all evil, and last time we checked no u-hauls were going to heaven, and we are so tired of having to fight for something we have worked so hard for only to have OUR voices fall on death ears and OUR CITY continues to ignore THEIR own citizens voices. It's going to take someone being killed or house washed away before the city will do anything, and it will take Lawsuits for the City to admit anything. Due to the severally of the floods becoming worst each time it rains **someone** is going to drown and home's will be destroyed. WATER FLOWS DOWN HILL.

Again, our homes were not built in a flood zone. We lived there before any flooding occurred. We did not ask for this nor do we deserve it. No flooding issues until Sewer Line put in 2002, and a sub-division was built upstream from us without a water shed, and we get all the runoff from the hospital. We, your citizens who pay your city and county taxes are disregarded and treated just like the water from all the runoffs upstream from us. We have come before you in the past and were successful in being able to stop any building on a lot on Harmon Dr due to flooding issues and were told this would not be an issue again, only for the land to be sold and houses were built on that property without anyone being notified. What happen? Creek is still there. The city can pull our files and see everything we have said and done. It will back up what we have been saying for years.

At this time, I am putting in a request that each resident that lives on the creek side of E Meadow Rd be notified of anything being done up or down stream 5 miles from us. Since we are the ones in a flood zone, and the ones responsible for cleanup without any Help from the City. Anyone with a mortgage is required to have flood insurance, and that applies to most of us, however since we have had to file multiple flood claims, if we file another claim, they will cancel our policy. In other words, we pay \$2000.00 year for flood insurance and cannot file any claims. The City or Developers need to pay our flood insurance and the cost of cleanup after a flood.

I have not been wrong about many issues in the past and I can promise you what is going to happen if this entire site on Lexington Ave is approved. It will only be a matter of time before the lower sections of this development are flooded and the storm water pond compromised. We also want to know what is going to happen to the property located on the other side of the creek. Are more townhomes going to be built? We the citizens are entitled to know. This needs to be discussed before this project is finalized. The plans for the development show there are 2 pedestrian bridges, however last time I checked there was only one bridge left, the other has been washed away. The old main road that used to cross the bridge located up from my home is now laying in the creek.

The flood zone continues to grow wider due to the erosions, and the last FEMA map now show's part of our street is now in a flood zone and has to be closed due to flooding. With every flood my neighbor's and I continue to lose trees, dirt and rock that we have paid for and put down to help stop the erosion. Our backyards are

falling into the creek. There is too much water, and the current is so strong that it moves buildings and when you start seeing Full grown trees with roots, Dead animals like Deer's, Blue Herons, Red tail Hawks, turtles, squirrels, dogs, turkeys, cats and even a horse float down the creek something is wrong. Did you know that most box turtles spend nearly their entire lives within an area the size of a football field? If relocated, they will wander until they find their way back home. We are tired of having to clean up all the hazardous mess, dead animals and sand that is left after we have flooded with no help from the city.

This company is also developing land in Trinity/Archdale area and the residents in those areas are in the process of trying to stop anymore development from any developers. They have actually started a petition to stop all building due to all the new traffic problems, overpopulation of schools and destroying of land. Animals especially Deer are constantly being hit and killed. There is an app online called Nextdoor, it is free, and anyone can see and use it. There are pages after pages about this problem which is going to start happing in Thomasville. Pilot School is already full of students, there are accidents every week at the intersection of business 85 (29/70) where the southbound land is trying to turn left onto the road in front of the old fire department. If someone hits an animal or we are involved in a wreck, again it is our Insurance Company that pay's, not the city's, not the developers, US. There are only 2 roads coming out of this development of (280 +) townhomes, (400 +) cars coming onto Lexington Ave. Add that to the current problem with pilot school traffic and with this being a main road to the Hospital, it is a major wreck waiting to happen. At some point Our City Officials need to get a backbone and stand up for the people of Thomasville. You say you speak on our behalf, well that is yet to be proven.

At this time, I have paint falling from my ceiling, my foundation is cracking from all the pressure from the floods. Where the sewer line was installed behind my house, the area was cleared off and now there are deep ruts caused by runoffs forming and it is pushing more dirt and sand into the creek. This is also happening now up and down the street where the sewer line was installed. Gets worst every hard rain.

We have asked some questions in the red highlight area above. Could someone please let us know what the answers are?

Thank you in advance for any consideration given. We pray that you will require more time so you can address our questions. This would be a different issue if it were homes, we were talking about instead of townhomes. Thomasville is a Hometown.

Cindy Wright and residents of E Meadow Road (creek side)

Mayor York advised Council that they can recommend removal or addition of conditions. They could also table this hearing until another time to request a traffic study.

Council Member Thrift moved that Council "table this vote until next month and keep

the public hearing open until a traffic study can be conducted and presented to Council.” Council Member Williams seconded. *Motion approved 6 – 1.* Council Member Hunt voted against this motion.

6. CONSENT AGENDA - City Manager Brandt summarized these items as follows:

A. Approval of Minutes of the Briefing Meeting on 11/08/21

B. Approval of Minutes of the Council Meeting on 11/15/21

C. Consideration of Resolution Authorizing the Sale of Retired K9 Officer “Kaizer”

K9 Officer Kaizer has served Thomasville since 2014. Currently, his handler is Officer Ryan Amos. As allowed under state law, the City will transfer ownership of Kaizer to Officer Amos, who will be responsible for Kaizer and will provide a loving home for Kaizer during his retirement.

D. Consideration of Adoption of FY 21-22 Budget Amendment for donation from Thomas Austin Finch Foundation

The Recreation Dept. received a grant from the T. Austin Finch Foundation for the construction of a picnic shelter and other items at the new Aquatic Center in the amount of \$60,000. This budget amendment accepts and allocates those funds. City Manager Brandt thanked the Foundation for this contribution for much needed amenities at the new Aquatics and Community Center, which will add value to the project and facility and will help us better serve the citizens of Thomasville.

E. Consideration of Grant Project Ordinance – 2021 Thomasville PD JAG Grant

The TPD received a grant from the US Dept. of Justice for the purchase of body cameras, communication gear and other equipment. A project ordinance is required to allocate these funds for expenditure.

F. Consideration of Amendment to 2022 Thomasville City Council Meeting Dates Schedule

This amendment to the meeting schedule changes the date of the January Committee meetings from January 5th to January 4th to accommodate a City Council member’s work schedule.

G. Consideration of Resolution Adopting the State’s Record Retention and Disposition Schedule Updated 10/29/21

The State’s Record Retention and Disposition Schedule was updated 10/29/21, so Thomasville has to re-adopted it.

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

7. REGULAR AGENDA

A. Consideration of Ordinance Amending Chapter 78-462, Schedule 2, 25-Miles-Per-Hour Speed Zones on State Roads

City Manager Brandt explained that the NCDOT has requested that Council adopt an ordinance to adopt a 25 mph school speed zone approx. 250 feet west of and a point approx. 500 ft. southeast of Thomasville Middle and High School properties to match the ordinance that the State is placing on Unity Street.

Mayor *Pro Tem* Sellars moved that Council approve this Ordinance. Council Member Shepherd seconded. *Motion unanimously approved 7 – 0.*

B. Consideration of Ordinance Amending Enforcement of Certain Sections of the City of Thomasville Code of Ordinances by Adding Criminal Penalties (per Senate Bill 300)

City Attorney Whitman explained that Senate Bill 300, which is part of the Criminal Justice Reform package, requires municipalities to decriminalize certain ordinances that are thought to affect the impoverished population more than others.

She worked with Thomasville Police Chief Kattner to isolate which ordinances should have no penalties and which ordinances should have civil penalties.

Attorney Whitman asked Council to consider this amendment, which removes automatic criminal penalties and brings Thomasville in line with State law.

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

C. Consideration of Water and Sewer Enterprise Fund Capital Improvement Plan FY23-34

City Manager Brandt asked Council to consider approving this Water and Sewer Enterprise Fund CIP for FY 23-34, so the State will have it on record which projects we intend to undertake over the next number of years.

He said it is an essential requirement to be considered for State grants or loan programs that help restore and maintain the City's utility infrastructure. There are currently 25 projects that have been identified as part of this CIP.

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

D. Consideration of Adoption of FY 21-22 Budget Amendment Recognizing Various Revenues and Appropriations in the General, Water/Sewer and Golf Funds

City Manager Brandt said this amendment appropriates unbudgeted revenue totaling \$26,108 in the General Fund, which includes insurance proceeds from police vehicle accidents, a \$1,000 contribution from the Girl Scouts of America to the Police Department K9 Unit to purchase a new K9 officer, FY 2021 Bulletproof Vest Partnership grant funding for the Police Department and safety grant funding from the N.C. League of Municipalities which helps league members purchase equipment and services to reduce the potential for future workers' compensation, property/casualty, or liability insurance claims.

The amendment appropriates \$38,444 of Water/Sewer Fund revenue from insurance proceeds for fence damage at the Waste Treatment Plant and lightning damage at the Water Treatment Plant.

The amendment also appropriates \$6,600 in the Golf Course Fund for the sale of a 1989 Ford Tractor.

Council Member Hunt moved to approve this Budget Amendment. Mayor *Pro Tem* Sellars seconded. *Motion unanimously approved 7 – 0.*

E. Consideration of Contract with Home Solutions of Davidson County for \$32,000

Consideration of contract with Home Solutions of Davidson County (formerly Lexington Housing CDC) to provide support for community in areas of affordable housing, housing counseling, foreclosure mitigation and urgent repairs for elderly and/or disabled homeowners, veterans, and single parent households. This was budgeted in the FY 22, but a new contract is necessary for this year. He said the contract is for \$32,000, which is \$2,000 more than last year.

Council Member Shepherd moved to approve this contract. Council Member Thrift seconded. *Motion unanimously approved 7 – 0.*

F. Call for Public Hearing for Economic Development Project Viceroy on January 18, 2022 at 7003 Ball Park Road, Thomasville, NC at 6:00 P.M.

Davidson County EDC President Craig Goodson requested that Council call for this Public Hearing to consider an economic development project for an existing manufacturer in Thomasville. Other states are trying to get this project, and if they succeed, Thomasville may lose the existing manufacturer. But if Thomasville is chosen, the minimum capital investment would be \$14M - \$22M and 75-96 new jobs *and* ensure that we keep their 100 existing jobs in Thomasville. The average wage would be \$47,000, which is \$2,000 more than the Davidson County average wage.

Council Member Hunt moved to have this public hearing as stated. Council

Member Thrift seconded. *Motion unanimously approved 7 – 0.*

8. COMMITTEE REPORTS AND APPOINTMENTS, MAYOR'S REPORT AND APPOINTMENTS, CITY MANAGER'S REPORT, CITY ATTORNEY'S REPORT
(Note: Council Member activity lists are on file with the City Clerk and are available upon request.)

Mayor York and the City Council Members wished everyone a safe and happy holiday and a happy new year.

Council Member Williams will submit her list of last month's activities to the City Clerk. She said she really enjoys being on City Council.

Mayor Pro Tem Sellars will submit her list of last month's activities to the City Clerk. She said she appreciates City Staff for the hard work that they do.

Council Member Shepherd submitted her list of last month's activities to the City Clerk.

Council Member Thrift will submit his list of last month's activities to the City Clerk.

Council Member Bratton submitted his list of last month's activities to the City Clerk.

Council Member Hunt has submitted his list of last month's activities to the City Clerk.

He thanked City personnel, especially the department heads, and legal counsel for the new Council Member training and tours that they did. He said it really helped them get up-to-speed. He said, "I appreciate all the employees who helped out and showed us around and were very gracious when we asked questions... I also would like to thank the remaining members from the last council for being so helpful and gracious to us as we come on, and also some of the prior council members who have offered counsel to the new people and helped us in a lot of ways to get up-to-speed. People don't realize there's a lot that goes on here. They don't see behind the scenes. And I appreciate it."

Council Member Shell submitted her list of last month's activities to the City Clerk.

Mayor York submitted his list of last month's activities to the City Clerk.

He also reported that there were two ribbon cuttings last month: at Lily and Vine Boutique and at Nature's Cottage. He welcomed these two new businesses to Thomasville.

He said it was a treat for him to get to meet with the staff of every shift at the fire department, over a three consecutive days, for their Christmas Luncheons, as well as many of the other holiday gatherings in other departments. He said, "I just appreciate

all of our employees so very much. They do so much for us and for our citizens. They are really dedicated to their professions. I really thank them so much for that.”

He and Council have been able to attend other holiday dinners and gatherings, including some giveaways for children in the community. He wanted to thank everyone who was involved in those.

He also enjoyed having a group of children visit City Hall and talk with Santa Claus.

CITY MANAGER'S REPORT AND ACTIVITIES

He also wished everyone a very Merry Christmas and a Happy New Year. He said, “We have a lot of work to do in the new year, and I look forward to working with all of you.”

He thanked Robert Gilmore, his classmate Delma Somber-Thompson from the Bulldog class of 1973, and his niece Porsche Gilmore and other relatives for dropping off 150 packages (of needs like socks, toothbrushes, toothpaste, soap, etc.) for the less fortunate and homeless in Thomasville. He said those were distributed to non-profit organizations that serve the homeless here in the community.

CITY ATTORNEY'S REPORT AND ACTIVITIES

City Attorney Whitman has kept very busy keeping up with legislation regarding COVID and other things.

She asked that everyone keep the victims in Kentucky in their thoughts. She has been working with her connections at the State Bar to assist those people affected by the tragedy in Kentucky.

Mayor York welcomed Eddie Bowling to his new position at Assistant City Manager.

9. CLOSED SESSION for an Attorney/Client issue.

Council Member Thrift moved that Council go into closed session for an attorney/client issue. Council Member Williams seconded. *Motion unanimously approved 7 – 0.*

No action was taken in closed session.

Council Member Thrift moved that Council go into open session. Mayor *Pro Tem* Sellars seconded. *Motion unanimously approved 7 – 0.*

10. ADDITIONAL ITEMS

11. ADJOURNMENT – Mayor *Pro Tem* Sellars moved to adjourn this meeting; Council Member Shell seconded the motion. No discussion. *Motion unanimously approved 7 – 0.*

Raleigh York, Jr., Mayor

Wendy S. Martin, City Clerk

Budget Amendment

To: City Manager

From: Finance Director

Date: 12/17/2021

TA

Re: FY 2022 - General Fund Budget Amendment

A General Fund budget amendment is required to appropriate funding for payment to Martin Starnes & Associates, on behalf of the Thomasville Tourism Commission, for agreed-upon procedures applied to hotel occupancy taxes remitted to the city in FY 2021.

GENERAL FUND

INCREASE REVENUE

010-0000-390.01-09	Contribution/Donation/Miscellaneous	\$2,200.00
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INCREASE APPROPRIATION

010-4210-512.45-01	Contracted Services/Professional	\$2,200.00
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Avant, Thomas

From: Brandt, Michael
Sent: Thursday, December 2, 2021 2:19 PM
To: jvang@msa.cpa; jallen@msa.cpa
Cc: Avant, Thomas; Cameron Marsden; Bowling, Eddie
Subject: Occupancy Tax Review for Thomasville NC

Jill and Justin,

Due to the separate nature of the Thomasville Tourism Commission and the City of Thomasville, it has been determined that the City is required to be the lead agency to review the occupancy tax submissions provided by the local hotel providers. Therefore, can you please send an engagement letter as outlined in previous discussions with Cameron Marsden, to my attention.

It is my understanding that each hotel review will cost \$2,200.00. We will begin with one hotel and determine the need for additional reviews at a later date.

I will be assigning our new Assistant City Manager, Eddie Bowling, to oversee this project beginning in January 2022.

Thank you, if you have any questions please contact me.

Michael M. Brandt, AICP | City Manager
P 336-475-5599 | M 336-239-1551 | F 336-475-4283
City of Thomasville
10 Salem Street, Thomasville, NC 27360
P.O. Box 368, Thomasville, NC 27361-0368



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

Pursuant to North Carolina General Statutes, Chapter 132, Public Records, this e-mail and any attachments, as well as any e-mail messages(s) that may be sent in response to it, may be considered public records and therefore are subject to public records requests for review and copying.

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

"A Professional Association of Certified Public Accountants and Management Consultants"

December 16, 2021

Michael Brandt, City Manager
City of Thomasville
10 Salem Street
Thomasville, NC 27360

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for the City of Thomasville.

We will apply the procedures described in the attachment to this letter to the hotel occupancy taxes of each hotel as selected by the City of Thomasville for the fiscal year ended June 30, 2021. By signing this engagement letter, you agree to those procedures and acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement, which is solely to assist the City of Thomasville with the hotel occupancy tax records of the hotel. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the occupancy tax submitted by the hotels. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We plan to begin our procedures on approximately in January 2022 and, unless unforeseeable problems are encountered, the engagement should be completed in March 2022.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the City of Thomasville. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate, we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

There may exist circumstances that, in our professional judgement, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict the occupancy tax submitted by the hotels, we will communicate such matters to you.

You agree to the procedures to be performed and acknowledge that they are appropriate for the intended purpose of the engagement.

Each hotel selected by the City of Thomasville is responsible for the occupancy tax submitted by the hotels. In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from you. We may also request certain written representation in the form of a representation letter from each hotel selected by the City of Thomasville's management that, among other things, will confirm each hotel's management's responsibility for the occupancy taxes for the year ended June 30, 2021.

Paula Hodges is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$2,200 per hotel. This fee arrangement is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee arrangement before we incur the additional costs. Our invoices

will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes past due and will not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended through the date of termination.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will consider whether they need to acknowledge in writing their agreement with the procedures performed or to be performed and their acknowledgment that the procedures are appropriate for their purposes.

Very truly yours,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth the understanding of the City of Thomasville.

By: _____

Title: _____

Date: _____

City of Thomasville
Agreed-upon Procedures
Year ended 6/30/2021

For each of the hotels selected for testing, we will perform the following procedures:

1. Inquiry if the hotels received payments directly from the online travel companies
2. Compare the twelve-monthly State Sales Tax reports to the sales listed on the Occupancy Tax reports (less any non-room sales), for the fiscal year ended June 30, 2021.
3. Compare the gross receipts reported on the monthly State Sales and Use Tax report to supporting documentations for the fiscal year ended June 30, 2021.
4. Review documentation of daily receipts for two months to verify that the monthly totals are correct by agreeing to the State Sales Tax Reports and hotel supporting documentation.

Budget Amendment

To: City Manager
From: Finance Director
Date: 1/5/2022
Re: 2021-2022 Budget Amendment

A budget amendment is required to appropriate a \$5,000 contribution from the Doak Finch Foundation for the Beautification Christmas Display Reserve.

BEAUTIFICATION FUND

INCREASE REVENUE

042-0000-390-0106	Contribution/Donation/Finch Foundations	\$ 5,000.00
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INCREASE APPROPRIATION

042-6410-514-7400	Capital Outlay/Equipment (Christmas Display)	\$ 4,100.00
042-6410-512-3300	Operations & Maintenance/Supplies	\$ 900.00
Total		\$ 5,000.00

042-0000-390-0106

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

Thomasville Rotary Charitable Foundation
 PO Box 444
 Thomasville, NC 27381-0444

NewBridge Bank
 66-0587/0531

2311

Date 12/23/2021

Pay to the Order of **City of Thomasville** \$ **5,000.00**

FIVE THOUSAND AND 00/100 Dollars

City of Thomasville

Memo **Beautification Committee**

H. Pe. Suna

⑈0231⑈ ⑆053109877⑆ 0002112132⑈

Thomasville Rotary Charitable Foundation

2311

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/14/2021	Bill		5,000.00	5,000.00		5,000.00
					Check Amount	5,000.00

Grant from Doak Finch Foundation Fund

decorum in the conduct of the hearing. The council is not required to provide a public comment period under this section if no regular meeting is held during the month.

SECTION 6. Order of Business

Items shall be placed on the agenda according to the Order of Business. The Order of Business for each regular meeting shall be as follows:

~~Approval of the Minutes~~

Discussion/Adjustment of Agenda

Proclamations and Recognitions

Public Comments

Public Hearings

~~Public Comments~~

Consent Agenda (to include Approval of the Minutes)

Regular Agenda

~~Consent Agenda~~

By general consent of the council items may be considered out of order.

Comment: As a courtesy and by general consent, those items requiring the participation of nonmembers, such as administrative officials, may be considered first.

SECTION 7. Committee Reports and Appointments

Council may, upon recommendation of the Personnel Committee, appoint or re-appoint members to the various committees or commissions, as provided by the North

The	Governing Board City Council
of	Primary Government Unit City of Thomasville, NC
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Dr. SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/22	Audit Report Due Date 10/31/22
-----	--------------------------------	-----------------------------------

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)(G.S. 159-34 and 115C-447) All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor..

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Eric E. Krpejs

Assistant Finance Director, City of Thomasville

eric.krpejs@thomasville-nc.gov

OR Not Applicable (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

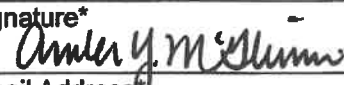
Primary Government Unit	City of Thomasville, NC
Audit Fee	\$ See engagement letter
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$ N/A
Writing Financial Statements	\$ See engagement letter
All Other Non-Attest Services	\$ N/A
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$ 39,750.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$ 0.00

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 01/07/22	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT


Governmental Unit* City of Thomasville, NC	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed)* Raleigh York, Jr., Mayor	Signature*
Date	Email Address raleigh.york@thomasville-nc.gov

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
 Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer* (typed or printed) Thomas C. Avant, Finance Director	Signature* 
Date of Pre-Audit Certificate* 1/19/2022	Email Address* thomas.avant@thomasville-nc.gov

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed)*	Signature*
N/A	
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT



Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 4, 2021

Raleigh
4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham
3500 Westgate Drive
Suite 203
Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

Pittsboro
579 West Street
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

Smithfield
212 East Church Street
Post Office Box 2348
Smithfield, North Carolina 27577

919 934 1121
919 934 1217 FAX

CITY OF THOMASVILLE
Capital Project Ordinance

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

Section 1. The project authorized is the 2022 Revenue Refunding Bond Capital Project described in the Combined Enterprise System Revenue Refunding Bonds Series 2022 Resolution.

Section 2. The officers of this unit are hereby directed to proceed with the Capital Project within the terms of the budget contained herein and the 2022 Series Resolution.

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

061-7101-370-0100	Revenue Refunding Bonds	\$ 4,731,000.00
061-7101-390-0100	City of Thomasville Contribution	\$ 47,510.00
Total		\$ 4,778,510.00

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

061-7101-572-4501	Cost of Issuance	\$ 95,348.00
061-7101-572-8100	Principal Payment	\$ 4,635,652.00
061-7101-572-8200	Interest Payment	\$ 47,510.00
Total		\$ 4,778,510.00

Section 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy requirements of the bond order.

Section 6. Requests for funds should be made in an orderly and timely manner as funds are obligated and expenses incurred. Funds may be advanced from the Water & Sewer Fund for the purpose of making payments as due.

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

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

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

ADOPTED this 18th day of January, 2022

Mayor

ATTEST:

City Clerk

DRAFT

Draft No. 1
January 5, 2022

CITY OF THOMASVILLE,
NORTH CAROLINA

SERIES RESOLUTION
Adopted January 18, 2022

Authorizing and Securing
Not Exceeding

\$4,825,000

CITY OF THOMASVILLE, NORTH CAROLINA
COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BOND,
SERIES 2022

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A SERIES RESOLUTION AUTHORIZING THE ISSUANCE OF A NOT TO EXCEED \$4,825,000 COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BOND, SERIES 2022 OF THE CITY OF THOMASVILLE, NORTH CAROLINA, TO REFUND CERTAIN OF THE CITY'S OUTSTANDING COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BONDS, SERIES 2012 AND AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF THE BOND PURCHASE AGREEMENT IN CONNECTION THEREWITH

WHEREAS, the City of Thomasville, North Carolina (the "City") adopted an order on December 9, 1996, which was supplemented on October 20, 1997 and April 15, 2002 (collectively, the "Order"), that permits the City to issue Bonds (as defined in the Order) and refunding Bonds in accordance with Section 208 thereof;

WHEREAS, pursuant to the Order and a series resolution adopted by the City on April 16, 2012 (the "2012 Series Resolution"), the City issued its \$10,745,000 Combined Enterprise System Revenue Refunding Bonds, Series 2012 (the "Series 2012 Bonds"), of which \$5,335,000 remain outstanding;

WHEREAS, the City has determined that it is in its best interest to refund all or a portion of the outstanding Series 2012 Bonds maturing on May 1, 2023 to 2028, inclusive (the "Refunded Bonds");

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

ARTICLE I

DEFINITIONS

Section 1.1 Meaning of Words and Terms. Unless otherwise required by the context, words and terms used herein which are defined in the Order shall have the meanings assigned to them therein, and the following words and terms shall have the following meanings:

“Bond Registrar” means U.S. Bank National Association, Charlotte, North Carolina, as designated by Section 2.1.

“Bond Year” means the period commencing on May 1 of any year and ending on April 30 of the following year.

“Closing” means the delivery of and payment for the Series 2022 Bond.

“Closing Date” means the date of the Closing.

“Interest Payment Date” means May 1 or November 1, as the case may be, beginning May 1, 2022.

“Issuance, Sale and Closing Certificate” means the certificate of the City Manager filed pursuant to this Series Resolution with the Trustee at Closing setting forth certain details of the Series 2022 Bond and other terms and provisions relating to the sale and issuance of the Series 2022 Bond as provided for herein together with such other details, terms and provisions as the City Manager may determine in order to effect and facilitate the Closing.

“Purchaser” means _____, as the original purchaser of the Series 2022 Bond.

“Refunded Bonds” means the City of Thomasville, North Carolina Combined Enterprise System Revenue Refunding Bonds, Series 2012 maturing on May 1, 2023 to 2028, inclusive, which are to be refunded with proceeds of the Series 2022 Bond.

“Regular Record Date” means the Business Day next preceding any Interest Payment Date.

“Series 2022 Bond” means the City of Thomasville, North Carolina Combined Enterprise System Revenue Refunding Bond, Series 2022, issued pursuant to the Order and this Series Resolution.

“Series 2022 Cost of Issuance Account” means the account created and so designated by Section 4.1.

“Series 2022 Subaccount of the Interest Account” means the subaccount created and so designated by Section 4.1.

“Series 2022 Subaccount of the Principal Account” means the subaccount created and so designated by Section 4.1.

“Series 2022 Subaccount of the Redemption Account” means the subaccount created and so designated by Section 4.1.

Section 1.2 Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words used herein shall include the plural as well as the singular number.

References herein to particular articles or sections are references to articles or sections of this Series Resolution unless some other reference is indicated.

ARTICLE II

AUTHORIZATION, FORM, ISSUANCE, DELIVERY AND REGISTRATION OF SERIES 2022 BOND

Section 2.1 Authorization and Issuance of Series 2022 Bond. The issuance of not exceeding \$4,825,000 City of Thomasville, North Carolina Combined Enterprise System Revenue Refunding Bond, Series 2022, to refund the Refunded Bonds, all as herein provided, is hereby authorized. For the purpose of refunding the Refunded Bonds and paying certain costs and expenses incidental thereto, there shall be issued, under and pursuant to the Constitution and the laws of the State, including the Act, the Order and this Series Resolution, a Series 2022 Bond of the City in the amount and subject to the conditions herein provided.

U.S. Bank National Association, Charlotte, North Carolina, as successor trustee to First-Citizens Bank & Trust Company, is hereby confirmed Trustee under the Order.

U.S. Bank National Association, Charlotte, North Carolina is hereby appointed Bond Registrar for the Series 2022 Bond under this Series Resolution.

Section 2.2 Form of Series 2022 Bond. The definitive Series 2022 Bond shall be initially issued as one fully registered bond without coupons numbered R-1 in the principal amount set forth in the Issuance, Sale and Closing Certificate, and shall be initially registered in the name of the Purchaser. The definitive Series 2022 Bond shall be substantially in the form set forth in Exhibit A attached hereto and made a part hereof, with such appropriate variations, omissions and insertions as are permitted or required by this Series Resolution or the Issuance, Sale and Closing Certificate.

Notwithstanding any other provisions of the Order or this Series Resolution to the contrary, the Trustee shall not register the transfer of the Series 2022 Bond to any person other than a bank, insurance company or similar financial institution unless such transfer has been previously approved by the Local Government Commission. The provisions of this paragraph may not be amended without the prior written consent of the Local Government Commission.

Section 2.3 Details of Series 2022 Bond. The Series 2022 Bond shall be dated the Closing Date, shall bear interest at a rate of ____% per annum (computed on the basis of a 360-day year consisting of twelve 30-day months), such interest being payable semi-annually on each Interest Payment Date, and shall be payable in annual principal installments on May 1 with a final maturity date of May 1, 2028 (subject to the right of prior redemption), all as set forth in the Issuance, Sale and Closing Certificate.

Section 2.4 Authorization of Series 2022 Bond; Application of Bond Proceeds. The principal amount of the Series 2022 Bond and the annual principal installments shall be set forth in the Issuance, Sale and Closing Certificate, subject to the limitation set forth in this Section 2.1 and in Section 2.3 hereof. The proceeds of the Series 2022 Bond shall be used to (1) refund the Refunded Bonds and (2) pay certain costs and expenses incidental to the issuance of the Series 2022 Bond.

The Series 2022 Bond shall be executed substantially in the form and in the manner herein set forth and shall be deposited with the Bond Registrar for authentication, but before the Series 2022 Bond shall be authenticated and delivered by the Bond Registrar, there shall be filed with the Trustee the following:

- (a) a copy, certified by the City Clerk, of the Order and this Series Resolution;
- (b) a copy, certified by the Secretary or any Deputy Secretary of the Local Government Commission, of the resolution of the Local Government Commission approving the issuance of and awarding the Series 2022 Bond to the Purchaser;
- (c) copies of insurance certificates, or other evidences of insurance, and a statement, signed by the Insurance Consultant, to the effect that the insurance required by the Order is in effect;
- (d) an opinion of the City Attorney to the effect that (1) no provision of the Order or this Series Resolution results in or constitutes a default under any agreement, indenture or other instrument to which the City is a party or by which the City may be bound, and of which the City has knowledge, and (2) the City's adoption of the Order and this Series Resolution and execution and issuance of the Series 2022 Bond are not subject to any authorization, consent, approval or review of any governmental body, public officer or regulatory authority not theretofore obtained or effected; provided further that such opinion may except matters pertaining to compliance with federal and State securities laws, The Local Government Finance Act of the State of North Carolina, and federal and State taxation;
- (e) a verification report of a verification agent selected by the City, confirming the sufficiency of escrow funds for defeasance of the Refunded Bonds; and
- (f) an opinion of Bond Counsel that the Refunded Bonds are no longer Outstanding under the Order.

When the documents mentioned in subsections (a) to (f) inclusive, of this Section shall have been filed with the Trustee, and when the Series 2022 Bond shall have been executed and authenticated as required by this Series Resolution, the Series 2022 Bond shall be delivered to or upon the order of the State Treasurer for redelivery to or upon the order of the purchaser named in the resolution mentioned in subsection (b) of this Section, but only upon the deposit with the Trustee of the purchase price of the Series 2022 Bond and the accrued interest thereon. The Trustee shall be entitled to rely upon the resolutions mentioned in subsections (a) and (b) of this Section as to all matters stated therein.

Simultaneously with the Closing and the deposit of the net proceeds of the Series 2022 Bond with the Trustee, the Trustee shall apply, or cause to be applied, the proceeds as follows:

- (1) To the Trustee the amount specified in the Issuance, Sale and Closing

Certificate shall be deposited to the Series 2012 Subaccount of the Redemption Account established for the Series 2012 Bonds to be used to redeem the Refunded Bonds on May 1, 2022 in accordance with written instructions provided by the City to the Trustee on or before the date of issuance of the Series 2022 Bond.

- (2) The balance of the proceeds shall be deposited to the credit of the Series 2022 Cost of Issuance Account.

Amounts on deposit in the Series 2022 Costs of Issuance Account are, to the extent permitted by law, subject to a lien and charge in favor of the Owners of the Series 2022 Bond pending application of such amounts to pay the costs of issuance of the Series 2022 Bond or other lawful charges against such account.

ARTICLE III

REDEMPTION OF SERIES 2022 BOND

Section 3.1 Redemption of Series 2022 Bond. (a) The Series 2022 Bond shall not be subject to prior redemption except as provided in this Article III and in Article III of the Order.

Section 3.2 Optional Redemption. The Series 2022 Bond shall be subject to redemption at the option of the City in the manner and upon the terms set forth in the Issuance, Sale and Closing Certificate.

Section 3.3 Redemption Notice. At least ten (10) days but not more than sixty (60) days prior to the redemption date of the Series 2022 Bond, the Bond Registrar shall cause a notice of any such redemption signed by the Bond Registrar to be mailed, first class, postage prepaid, to the Owner of the Series 2022 Bond. A copy of such notice shall also be given by first class mail, postage prepaid, to the Commission; provided, however, that failure to give such notice to the Commission or any defect therein shall not affect the sufficiency of the proceedings for redemption.

Each such notice shall set forth the designation and date of the Series 2022 Bond, the date fixed for redemption, the principal installments and amounts of the Series 2022 Bond to be redeemed, the Redemption Price to be paid, the address and phone number of the Bond Registrar and the date of the redemption notice.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Bond Registrar on or prior to the redemption date of moneys sufficient to pay the principal, premium and interest on the principal installments of the Series 2022 Bond to be redeemed and that if such moneys are not so received such notice shall be of no force or effect and such principal installments of the Series 2022 Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal, premium and interest on such principal installments of the Series 2022 Bond to be redeemed are not received by the Bond Registrar on or prior to the redemption date, the redemption shall not be made, and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received. Failure to mail any such notice to the Local Government Commission or such information services or any defect in such notice will not affect the validity of any proceedings for such redemption.

ARTICLE IV

ACCOUNTS, SUBACCOUNTS, REVENUES AND FUNDS

Section 4.1 Establishment of Subaccounts and Account. The following Subaccounts and Accounts are hereby established:

- (a) Series 2022 Subaccount of the Interest Account;
- (b) Series 2022 Subaccount of the Principal Account;
- (c) Series 2022 Subaccount of the Redemption Account; and
- (d) Series 2022 Cost of Issuance Account.

The Subaccounts, the Series 2022 Cost of Issuance Account mentioned above shall be established with and held by the Trustee pursuant to the Order and this Series Resolution.

Section 4.2 Revenues Received by the City. The City shall, subject to the provisions of the Order, deposit or cause to be deposited, from Net Revenues held in the Revenue Fund, with the Trustee the following amounts, and the Trustee shall apply such amounts to the various Accounts and Subaccounts specified herein in the following manner and order:

- (a) on or before the fifth Business Day preceding each May 1 and November 1, commencing May 1, 2022, into the Series 2022 Subaccount of the Interest Account, such amounts as shall be sufficient to make full and timely payments of the interest payable on the Series 2022 Bond on the next ensuing Interest Payment Date; and
- (b) on or before the fifth Business Day preceding each May 1, into the Series 2022 Subaccount of the Principal Account, commencing on May 1, 2023, such amounts as shall be sufficient to make full and timely payments of the principal installment of the Series 2022 Bond coming due on each such May 1.

In the month following a month in which the Trustee shall have failed to make any deposit required by this Section 4.2, the Trustee shall deposit, in addition to the amounts then due, but only from Net Revenues, an amount sufficient to cure any deficiency in deposit unless such deficiency shall have been cured.

In addition, the Trustee shall deposit to the Series 2022 Subaccount of the Redemption Account all amounts as shall be delivered to the Trustee by the City from time to time with instructions that such amounts be so deposited.

Section 4.3 Application of Money in the Series 2022 Subaccount of the Redemption Account. The Trustee shall apply money in the Series 2022 Subaccount of the Redemption Account to the purchase or redemption of the Series 2022 Bond as provided in Article III herein. The Trustee shall pay the accrued interest on the Series 2022 Bond or portions thereof to be

redeemed to the date of redemption from the Series 2022 Subaccount of the Interest Account or other available funds of the City and the Redemption Price of such Series 2022 Bond or portions thereof from the Series 2022 Subaccount of the Redemption Account.

The expenses incurred by the Trustee in connection with the redemption of any portion of the principal installments of the Series 2022 Bond shall be paid by the City from the Revenue Fund or from any other available moneys of the City.

Section 4.4 Application of Money in the Series 2022 Cost of Issuance Account. Upon receipt of an invoice approved by an Authorized Officer of the City, the Trustee shall pay from the Series 2022 Cost of Issuance Account such invoiced amount in accordance with the instructions set forth in the submitted invoice. To the extent there is a balance remaining in the Series 2022 Cost of Issuance Account after the payment of all the costs of issuance related to the Series 2022 Bond, the Trustee shall transfer any such balance remaining in the Cost of Issuance Account to the credit of the Series 2022 Subaccount of the Interest Account.

Section 4.5 Investment of Money. Money held for the credit of all Accounts and subaccounts established hereunder on deposit with the Trustee shall be continuously invested and reinvested by the Trustee in Investment Obligations to the extent practicable. Any such Investment Obligations shall mature not later than the respective dates when the money held for the credit of such subaccounts will be required for the purposes intended. No Investment Obligations in any such subaccount may mature beyond the final maturity date of the Series 2022 Bond at the time such Investment Obligations are deposited.

Investment Obligations acquired with money in or credited to any Account or subaccount established hereunder shall be deemed at all times to be part of such Account or subaccount. Any loss realized upon the disposition or maturity of such Investment Obligations shall be charged against such Account or subaccount. The interest accruing on any such Investment Obligations and any profit realized upon the disposition or maturity of such Investment Obligations shall be credited to such Accounts or subaccounts as follows:

<u>Accounts or Subaccounts</u>	<u>Credited to</u>
Series 2022 Subaccounts of the Interest Account and the Principal Account	Series 2022 Subaccount of the Interest Account
Series 2022 Costs of Issuance Account	Series 2022 Subaccount of the Interest Account
All other funds, accounts and subaccounts	Revenue Fund

Any such interest accruing and any such profit realized shall be transferred upon the receipt thereof by the City or the Trustee, as the case may be, pursuant to the provisions of the Order and this Series Resolution.

An Authorized Officer shall give to the Trustee written directions respecting the investment of any money required to be invested hereunder, subject, however, to the provisions of this Section 4.7, and the Trustee shall then invest such money as so directed. The Trustee may

request in writing additional direction or authorization from the Authorized Officer with respect to the proposed investment of money. Upon receipt of such directions, the Trustee shall invest, subject to the provisions of this Section 4.7, such money in accordance with such directions.

The Trustee shall, acting in a commercially reasonable manner, sell at the best price obtainable or reduce to cash a sufficient amount of such Investment Obligations whenever it is necessary to do so in order to provide money to make any payment from any such subaccount.

Whenever a transfer of money between two or more of the subaccounts is permitted or required, such transfer may be made as a whole or in part by transfer of one or more Investment Obligations at a value determined at the time of such transfer in accordance with Article VI of the Order, provided that the Investment Obligations transferred are those in which money of the receiving subaccount could be invested at the date of such transfer.

Section 4.6 Payment of Principal, Interest and Premium and Pledge of Net Revenues. The City covenants that it will promptly pay the principal of and the interest on the Series 2022 Bond issued under the provisions of this Series Resolution at the place, on the date and in the manner provided herein and in said Series 2022 Bond, and any premium required for the retirement of said Series 2022 Bond by purchase or redemption, according to the true intent and meaning thereof. The City further covenants that it will faithfully perform at all times all of its covenants, undertakings and agreements contained in this Series Resolution and the Order, or in the Series 2022 Bond executed, authenticated and delivered hereunder or in any proceedings of the City pertaining thereto. The City represents and covenants that it is duly authorized under the Constitution and laws of the State, particularly the Act, to issue the Series 2022 Bond authorized hereby and to pledge the Net Revenues in the manner and to the extent herein and in the Order set forth; that all action on its part for the issuance of the Series 2022 Bond has been duly and effectively taken; and that such Series 2022 Bond in the hands of the Owner thereof is and will be a valid and binding special obligation of the City payable according to its terms.

Section 4.7 Tax Covenant. (a) The City covenants to do and perform all acts and things permitted by law in order to assure that interest paid on the Series 2022 Bond that was excludable from the gross income of the Owners for federal income taxes on the date of its issuance shall continue to be so excludable.

(b) The City hereby represents that it reasonably expects that the City, all entities issuing obligations on behalf of the City and all subordinate entities of the City will not issue in the aggregate more than \$10,000,000 of tax-exempt obligations (not counting private-activity bonds except for qualified 501(c)(3) bonds as defined by the Code) during the calendar year 2022. The City hereby designates the Series 2022 Bond as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

ARTICLE V

THE TRUSTEE

Section 5.1 Acceptance of Duties by Trustee. The Trustee shall signify its acceptance of the duties and obligations and agree to execute the trusts imposed upon it by this Series Resolution by delivery to the City of its written acceptance thereof.

ARTICLE VI

SUPPLEMENTAL SERIES RESOLUTIONS

Section 6.1 Supplemental Series Resolutions without Consent of Owners. The City may, from time to time and at any time, adopt such resolutions supplemental hereto (which supplemental resolution shall thereafter form a part hereof) as shall be substantially consistent with the terms and provisions of this Series Resolution and, in the opinion of the Trustee, who may rely upon a written opinion of legal counsel, shall not materially and adversely affect the interest of the Owners:

- (a) to cure any ambiguity or formal defect or omission, to correct or supplement any provision herein that may be inconsistent with any other provision herein, to make any other provisions with respect to matters or questions arising under this Series Resolution or to modify, alter, amend, add to or rescind, in any particular, any of the terms or provisions contained in this Series Resolution, or
- (b) to grant or to confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Owners or the Trustee, or
- (c) to add to the covenants and agreements of the City in this Series Resolution other covenants and agreements thereafter to be observed by the City or to surrender any right or power herein reserved to or conferred upon the City, or
- (d) to permit the qualification of this Series Resolution under any federal statute now or hereafter in effect or under any state Blue Sky law, and, in connection therewith, if the City so determines, to add to this Series Resolution or any supplemental Series Resolution such other terms, conditions and provisions as may be permitted or required by such federal statute or Blue Sky law.

Section 6.2 Modification of Series Resolution with Consent of Owners. Subject to the terms and provisions contained in this Section, and not otherwise, the Owner of the Series 2022 Bond shall have the right, from time to time, anything contained in this Series Resolution to the contrary notwithstanding, to consent to and approve the adoption by the City of such supplemental series resolutions as shall be deemed necessary or desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Series Resolution or in any supplemental series resolution. Nothing herein contained, however, shall be construed as making necessary the approval by the Owner of the Series 2022 Bond of the execution and delivery of any supplemental series resolution as authorized in Section 6.1.

The Trustee shall, at the expense of the City, such expense to be paid from the Revenue Fund or from any other available moneys, cause notice of the proposed adoption of such

supplemental series resolution to be mailed, postage prepaid, to the Local Government Commission and all Owners. Such notice shall briefly set forth the nature of the proposed supplemental series resolution and shall state that copies thereof are on file at the principal office of the Trustee for inspection by all Owners. The Trustee shall not, however, be subject to any liability to any Owner by reason of its failure to mail the notice required by this Section, and any such failure shall not affect the validity of such supplemental series resolution when approved and consented to as provided in this Section.

The Trustee shall, at the expense of the City, cause notice of the proposed supplemental series resolution to be mailed, postage prepaid, to the LGC and the Owner of the Series 2022 Bond as of the date such notice is mailed. Such notice shall briefly set forth the nature of the proposed supplemental series resolution and shall state that copies thereof are on file at the principal office of the Trustee for inspection by such Owner.

Whenever, at any time after the date of the mailing of such notice, the City receives an instrument in writing purporting to be executed by the Owner of the Series 2022 Bond, which instrument shall refer to the proposed supplemental series resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such supplemental series resolution in substantially such form, without liability or responsibility to such Owner.

If the Owner of the Series 2022 Bond has consented to and approved the adoption thereof as herein provided, to the extent permitted by law, the Owner shall have no right to object to the adoption of such supplemental series resolutions, to object to any of the terms and provisions contained therein or the operation thereof, to question the propriety of the adoption thereof, or enjoin or restrain the City from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any supplemental series resolution pursuant to the provisions of this Section or Section 6.1, this Series Resolution shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Series Resolution of the City, the Bond Registrar and the Owner of the Series 2022 Bond shall thereafter be determined, exercised and enforced in all respects pursuant to the provisions of this Series Resolution, as so modified and amended.

Section 6.3 Responsibilities of Trustee and City under this Article. The Trustee and the City shall be entitled to exercise their discretion in determining whether or not any proposed supplemental series resolution or supplemental order or any term or provision therein contained is desirable, after considering the purposes of such instrument, the needs of the City, the rights and interests of the Owners, and the rights, obligations and interests of the Trustee. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of counsel approved by it, who may be bond counsel for the City, as conclusive evidence that any such proposed supplemental series resolution does or does not comply with the provisions of this Series Resolution, and that it is or is not proper for it, under the provisions of this Article, to accept such supplemental series resolution.

ARTICLE VII

DEFEASANCE

Section 7.1 Release of Series Resolution. When:

- (a) the Series 2022 Bond secured hereby shall have become due and payable in accordance with its terms or otherwise as provided in this Series Resolution, and the whole amount of the principal and the interest and premium, if any, so due and payable upon the Series 2022 Bond shall be paid, and
- (b) if the Series 2022 Bond shall not have become due and payable in accordance with its terms, the Trustee or the Bond Registrar shall hold, sufficient (i) money or (ii) Defeasance Obligations or a combination of (i) and (ii) of this clause (b), the principal of and the interest on which, when due and payable, will provide sufficient money to pay the principal of, and the interest and redemption premium, if any, on the Series 2022 Bond then Outstanding to the final maturity date of the Series 2022 Bond or to the date or dates specified for the redemption thereof, and
- (c) if Series 2022 Bond is to be called for redemption, irrevocable instructions to call the Series 2022 Bond for redemption shall have been given by the City to the Trustee, and
- (d) sufficient funds shall also have been provided or provision made for paying all other obligations payable hereunder by the City,

then and in that case the right, title and interest of the Trustee in the Funds, Accounts and subaccounts mentioned in this Series Resolution shall thereupon cease, determine and become void and, upon being furnished with an opinion, in form and substance satisfactory to the Trustee, of counsel approved by the Trustee, to the effect that all conditions precedent to the release of this Series Resolution have been satisfied, the City shall repeal and cancel this Series Resolution and shall execute such documents to evidence such cancellation as may be required by such counsel and the Trustee shall turn over to the City any surplus in, and all balances remaining in, all Funds, Accounts and subaccounts other than money held for the redemption or payment of the Series 2022 Bond. Otherwise, this Series Resolution shall be, continue and remain in full force and effect; provided, that, in the event Defeasance Obligations shall be deposited with and held by the Trustee or the Bond Registrar as hereinabove provided, (i) in addition to the requirements set forth in Article III, the Trustee, within thirty (30) days after such Defeasance Obligations shall have been deposited with it, shall cause a notice signed by the Trustee to be mailed, postage prepaid, to the Owner of the Series 2022 Bond, setting forth (a) the date or dates, if any, designated for the redemption of the Series 2022 Bond, (b) a description of the Defeasance Obligations so held by it, and (c) that this Series Resolution has been repealed and canceled in accordance with the provisions of this Section, and (ii) (a) the Trustee shall nevertheless retain such rights, powers and privileges under the Order and this Series Resolution as may be necessary and convenient in respect of the Series 2022 Bond for the payment of the

principal, interest and any premium for which such Defeasance Obligations have been deposited and (b) the Bond Registrar shall retain such rights, powers and privileges under the Order and this Series Resolution as may be necessary and convenient for the registration, transfer and exchange of Series 2022 Bond; provided, however, that failure to mail such notice to any Owner or to the Owners or any defect in such notice so mailed shall not affect the validity of the proceedings for the repeal and cancellation of this Series Resolution.

All money and Defeasance Obligations held by the Trustee (or the Bond Registrar) pursuant to this Section shall be held in trust and applied to the payment, when due, of the obligations payable therewith.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1 State Law Governs. This Series Resolution is adopted with the intent that the laws of the State shall govern its construction.

Section 8.2 Headings. Any heading preceding the text of the several articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Series Resolution, nor shall they affect its meaning, construction or effect.

Section 8.3 Application to Local Government Commission. The City hereby confirms its request to the Local Government Commission to sell the Series 2022 Bond at private sale and without advertisement in accordance with the provisions of Section 159-123 of the General Statutes of North Carolina, as amended.

Section 8.4 Acceptance of Proposal and Execution of Purchase Agreement. The proposal of the Purchaser to purchase the Series 2022 Bond is hereby approved and accepted. The City Manager and the Finance Director are each hereby authorized and directed in the name and on behalf of the City to take all action necessary to accept such proposal and to negotiate the terms of and execute a Bond Purchase Agreement (the "Purchase Agreement") evidencing the acceptance thereof by the City in substantially the form presented at this meeting together with such changes, additions and deletions as the City Manager or the Finance Director, with the advice of counsel, may deem necessary and appropriate; such execution and delivery shall be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 8.5 Authorization for Other Acts. The officers of the City and the agents and employees of the City are hereby authorized and directed to do all acts and things required of them by the provisions of the Series 2022 Bond, the Order and the Purchase Agreement for the full, punctual and complete performance of the terms, covenants, provisions and agreements of the same and also to do all acts and things required of them by the provisions of this Series Resolution.

The Mayor, the City Manager, the Finance Director, and any of them, or their deputies, are further authorized and directed (without limitation except as may be expressly set forth herein) to take such action and to execute and deliver any such documents, deeds, certificates, undertakings, agreements or other instruments as they, with the advice of counsel, may deem necessary and appropriate to effect the transactions contemplated by the Order, this Series Resolution and the Purchase Agreement (including any document necessary to effect the refunding and redemption of the Refunded Bonds). Any prior action taken in any such regard by the above-described officers is hereby ratified.

Section 8.6 Manner of Giving Notice. All notices, demands and requests to be given to or made under this Series Resolution or the Order by the City, the Local Government Commission, the Trustee or the Bond Registrar shall be given or made in writing and shall be

deemed to be properly given or made if sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

- a) As to the City —
City of Thomasville
10 Salem Street
Thomasville, North Carolina 27360
Attention: City Manager
- b) As to the Trustee or Bond Registrar —
U.S. Bank National Association
Hearst Tower
214 N. Tryon Street, 27th Floor
Charlotte, North Carolina 28202
Attention: Corporate Trust Services
- c) As to the Local Government Commission —
North Carolina Local Government Commission
Longleaf Building
3200 Atlantic Avenue
Raleigh, North Carolina 27604
Attention: Secretary

Any such notice, demand or request may also be transmitted to the appropriate above-mentioned party by telegram or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change sent by United States registered or certified mail, postage prepaid, to the other parties by the party effecting the change.

Section 8.7 Substitute Mailing. If, because of the temporary or permanent suspension of postal service, the City, the Local Government Commission, the Trustee or the Bond Registrar shall be unable to mail any notice required to be given by the provisions of this Series Resolution, such party shall give notice in such other manner as in the judgment of such party shall most effectively approximate mailing, and the giving of notice in such manner shall for all purposes of this Series Resolution be deemed to be in compliance with the requirement for the mailing thereof.

Section 8.8 Series Resolution Effective. This Series Resolution shall take effect upon the Closing, except that the provisions of Sections 8.3 through 8.5, inclusive, shall take effect immediately.

EXHIBIT A

[Form of Bond]

R-1

\$ _____

United States of America
State of North Carolina
County of Davidson

**CITY OF THOMASVILLE, NORTH CAROLINA
COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BOND
SERIES 2022**

The City of Thomasville, North Carolina (the “City”), a municipal corporation in the County of Davidson, North Carolina, for value received, hereby promises to pay, but solely from the sources and in the manner hereinafter provided, to _____, or registered assigns or legal representative, the principal sum of _____ Dollars (\$ _____) in annual installments of principal on the days and in the years and amount set forth in Schedule A attached hereto and made a part hereof, and to pay, but solely from said sources, interest from the date hereof on the unpaid portion of said principal sum until payment thereof (computed on the basis of a 360-day year consisting of twelve 30-day months) at the rate of ____% per annum (subject to adjustment as provided below), such interest being payable on May 1 and November 1 of each year, beginning May 1, 2022, as set forth in Schedule A attached hereto (each such date being an “Interest Payment Date”).

Payment of the final installment of principal shall be made only upon the presentation and surrender hereof at the principal office of U.S. Bank National Association (the “Bond Registrar”). The interest so payable and punctually paid or duly provided for on any Interest Payment Date will be paid to the person in whose name this bond is registered at the close of business on the Regular Record Date for such interest, which shall be the Business Day next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Regular Record Date, and may be paid to the person in whose name this bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Bond Registrar, notice whereof being given to the registered owners not less than ten (10) days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which this bond may be listed and upon such notice as may be required by such exchange, or as more fully provided in the Bond Order (hereinafter defined). All such payments shall be made in such manner directed by the Owner and in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

This Bond is a duly authorized revenue bond of the City, designated “City of Thomasville Combined Enterprise System Revenue Refunding Bond, Series 2022” (the “Series 2022 Bond”), issued under and pursuant to the Constitution and laws of the State of North Carolina, including the Act as defined in a bond order (the “Order”) duly adopted by the City on

December 9, 1996, as supplemented, pursuant to which U.S. Bank National Association, Charlotte, North Carolina, is serving as Trustee, and a series resolution (the "Series Resolution"), duly adopted by the City on January 18, 2022. The Series 2022 Bond is being issued for the purpose of providing funds for (i) the refunding of the Refunded Bonds (as defined in the Series Resolution) and (ii) paying certain costs and expenses incidental to the issuance of the Series 2022 Bond.

The Series 2022 Bond is a special obligation of the City secured by a pledge, charge and lien upon Net Revenues, as defined in the Order. The City is not obligated to pay the principal of or the interest on the Series 2022 Bond except, as provided in the Order, from Net Revenues, or certain other moneys made available therefor under the Order, and neither the faith and credit nor the taxing power of the State of North Carolina or any political subdivision thereof is pledged to the payment of the principal of and the interest on the Series 2022 Bond. The Order provides for the issuance from time to time under the conditions, limitations and restrictions therein set forth of additional bonds and Parity Debt, as defined in the Order, secured pari passu as to the pledge of Net Revenues with the Series 2022 Bond. The Series 2022 Bond is secured equally and ratably with all other bonds issued pursuant to the Bond Order. Under the conditions and limitations set forth in the Bond Order and without the approval or consent of the Owners or Holders of any Indebtedness, the City may incur Subordinated Indebtedness secured by a pledge, charge and lien upon Net Revenues subordinate to the payment of Parity Indebtedness.

The Order provides for the creation of a special fund designated "City of Thomasville Combined Enterprise System Bond Fund" (the "Bond Fund"). Pursuant to the Series Resolution, special subaccounts have been created within the Bond Fund with respect to the Series 2022 Bond (the "Subaccounts"), which Subaccounts are pledged and charged with the payment of the principal of and the interest on the Series 2022 Bond issued pursuant to the provisions of the Series Resolution. The Series Resolution provides for the deposit of Net Revenues to the credit of the Subaccounts to the extent and in the manner provided in the Order.

At the principal corporate trust office of the Bond Registrar, in the manner and subject to the conditions provided in the Order, Series 2022 Bond may be exchanged for an equal aggregate principal amount of Series 2022 Bond of the same maturity, of authorized denominations and bearing interest at the same rate.

Notwithstanding any other provisions of the Order or the Series Resolution to the contrary, the Trustee shall not register the transfer of this bond to any person other than a bank, insurance company or similar financial institution unless such transfer has been previously approved by the Local Government Commission.

The Bond Registrar shall keep at its principal corporate trust office books for the registration of transfer of the Series 2022 Bond. The transfer of this Bond may be registered only upon such books and as otherwise provided in the Order upon the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this Series 2022 Bond a new Series 2022 Bond or Bonds, registered in the name of the transferee, of

authorized denominations, in an aggregate principal amount equal to the unredeemed principal amount of this Series 2022 Bond, of the same maturity and bearing interest at the same rate.

The principal installments of this bond are subject to redemption prior to their stated payment dates, at the option of the Town, from any moneys that may be available for such purpose, in whole on any Interest Payment Date, at a redemption price equal to [redemption provisions from Issuance, Sale and Closing Certificate to be inserted].

At least ten (10) days but not more than sixty (60) days prior to the redemption date of this bond, the Bond Registrar shall cause a notice of any such redemption signed by the Bond Registrar to be mailed, first class, postage prepaid, to the registered owner of this bond.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Bond Registrar on or prior to the redemption date of moneys sufficient to pay the principal, premium and interest on the principal installments of this bond to be redeemed and that if such moneys are not so received such notice shall be of no force or effect and such principal installments shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal, premium and interest on such principal installments of this bond to be redeemed are not received by the Bond Registrar on or prior to the redemption date, the redemption shall not be made, and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

On the date designated for redemption, notice having been given as aforesaid, the portion of the principal installment of this bond so called for redemption shall become due and payable at the redemption price provided for redemption of such principal installments on such date plus accrued interest to such date.

The Owner of this Bond shall have no right to enforce the provisions of the Order or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Order, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Order.

Modifications or alterations of the Order and the Series Resolution or any order or series resolution supplemental thereto may be made only to the extent and in the circumstances permitted by the Order or the Series Resolution, as the case may be.

This bond, notwithstanding the provisions for registration of transfer stated herein and contained in the Order and the Series Resolution, at all times shall be, and shall be understood to be, an investment security within the meaning of and for all the purposes of Article 8 of the Uniform Commercial Code of North Carolina. This Bond is issued with the intent that the laws of the State of North Carolina shall govern its construction.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Bond and the adoption of the Order and the Series Resolution have happened, exist and have been performed as so required.

IN WITNESS WHEREOF, the City, by resolution duly passed by its City Council, has caused this Bond to bear the manual signatures of the Mayor and the City Clerk of said City and its corporate seal to be imprinted or impressed hereon, all as of February __, 2022.

CITY OF THOMASVILLE, NORTH CAROLINA

Mayor, City of Thomasville

City Clerk, City of Thomasville

(SEAL)

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within bond has been approved under the provisions of The State and Local Government Revenue Bond Act of North Carolina.

Secretary, Local Government Commission

CERTIFICATE OF AUTHENTICATION

This Bond is a Bond of the Series designated therein and issued under the provisions of the within mentioned Order and Series Resolution.

U.S. BANK NATIONAL ASSOCIATION,
BOND REGISTRAR

By: _____
Authorized Signatory

Date of authentication:

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____

PLEASE INSERT SOCIAL SECURITY NUMBER
OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF TRANSFEREE

the within bond and all right thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

In the presence of:

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

SCHEDULE A

DEBT SERVICE SCHEDULE

[To be inserted from Issuance, Sale and Closing Certificate.]

The City Council of the City of Thomasville, North Carolina held a regular meeting at the Ball Park Community Center located at 7003 Ball Park Road in Thomasville, North Carolina, the regular place of meeting, at 6:00 p.m. on January 18, 2022.

Present: Mayor Raleigh York Jr., presiding, and Council Members

Absent: Council Members

Also present: _____

* * * * *

_____ introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Council Member:

A SERIES RESOLUTION AUTHORIZING THE ISSUANCE OF A NOT TO EXCEED \$4,825,000 COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BOND, SERIES 2022 OF THE CITY OF THOMASVILLE, NORTH CAROLINA, TO REFUND CERTAIN OF THE CITY'S OUTSTANDING COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BONDS, SERIES 2012 AND AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF THE BOND PURCHASE AGREEMENT IN CONNECTION THEREWITH

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing series resolution was adopted by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Wendy Martin, City Clerk of the City of Thomasville, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of so much of the proceedings of the City Council of said City at a regular meeting held on January 18, 2022, as relates in any way to the adoption of the foregoing series resolution and that said proceedings are recorded in minute books of said City Council.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of the City this 18th day of January, 2022.

City Clerk

[SEAL]

Thomasville Police Department
MEMORANDUM

TO: Michael Brandt

FROM: Chief Mark Kattner

DATE: December 20, 2021

Re: Proposal to reduce Speed on Randolph St (Cedar Lodge to Lambeth Rd)

The current speed on Randolph St is 35 MPH until you get to Cedar Lodge Rd. At this point the speed limit changes to 45 MPH to a point about 400' south of Liberty Dr. where it becomes a 55 MPH zone. We have talked with the state to see if they would be willing to drop the speed (they will not) in this area do to a number of factors.

1. Traffic—at times the traffic flow in this area is very heavy and at other times the traffic flow is light. When the traffic is heavy it tends to keep the speed down until after to you pass Liberty Dr. With the construction of the new housing project on Kennedy Rd and the Dairi-o opening we are expecting to see an increase of the traffic in this area. The traffic for the new housing area will either need to travel up Kennedy Rd to Liberty or out Lambeth to 109 when coming into town. The traffic coming into Dairi-o from 109 South will only be allowed to make a right turn into and make a right turn north onto Randolph. All traffic coming from town will enter and exit from Liberty Dr.
2. Speed--When traveling south bound on Randolph people tend to start speeding up after crossing under the 85 bridge and will race each other to get ahead. For those coming into town the people tend to travel at a speed higher than the posted speed limit until they get near the area of Fidelity Bank.
3. Crashes—This area is highest in the city when it comes to crashes. Over a 3-year period this area has had a total of 109 crashes. Randolph and Cedar Lodge has had 45 crashes: 23 rear end slow or stop, 12 failures to yield, 5 stop light violations, 2 unknowns, 1 head on, 1 improper turn and 1 hit and run. Randolph and Liberty has had 54 crashes: 20 failures to yield, 19 rear end slow or stop, 8 stop light violations, 5 sideswipes, 1 head on and 1 failure to reduce speed. 109 and Lambeth Rd has had 10 crashes: 4 rear end slow or stop, 2 ran off road right, 2 sideswipes and 2 failures to yield.

The area between Liberty and Lambeth has also had 2 crashes that resulted in fatalities—one was a pedestrian and the other was a head on with vehicles traveling in the opposite direction.

Proposed Changes

We are proposing the following changes to the speed limit in this area. Randolph St. 35 MPH speed would extend south to a point 650 south of Liberty Dr. Randolph St 45 MPH zone would start at a point 650 south of Liberty to the intersection of Lambeth Rd (This is about 1800 feet in distances). At Lambeth Rd it will switch to the 55 MPH zone. For vehicles coming into town the current speed limit on 109 is 55 MPH, the speed limit will change to 45 MPH at Lambeth Rd than drop to 35 MPH at a point 650 feet south from Liberty Dr.

Sec. 78-463.1. - Schedule 3.1: Thirty-five miles per hour speed zones on streets in state highway system.

Randolph St. (Hwy 109 from) from Main St. SS to a point 650' south of Liberty Dr.

Sec. 78-463. - Schedule 3: Forty-five miles per hour speed zones on streets in state highway system.

Randolph St. (Hwy 109) starting at a point 650' south of Liberty Dr. to the intersection of Lambeth Rd

Mark Kattner

Accident Types and Violations in Thomasville City for the period 1/1/2021 through 12/21/2021

Accident Types

Accident Type	Number of Crashes	Percent	Total K+A Injuries	Total B+C Injuries	Total No Injuries	Total Property Damage
ANGLE	275	22.62	2	84	613	\$1,247,051
REAR END, SLOW OR STOP	217	17.85	2	66	552	\$871,101
BACKING UP	141	11.60	0	8	293	\$260,750
RAN OFF ROAD - RIGHT	77	6.33	1	26	59	\$411,900
SIDESWIPE, SAME DIRECTION	68	5.59	1	22	180	\$291,450
RAN OFF ROAD - LEFT	62	5.10	3	13	59	\$445,510
PARKED MOTOR VEHICLE	62	5.10	0	2	45	\$138,150
FIXED OBJECT	59	4.85	3	9	63	\$295,275
LEFT TURN, SAME ROADWAY	46	3.78	1	25	93	\$396,250
LEFT TURN, DIFFERENT ROADWAYS	43	3.54	0	17	99	\$253,600
ANIMAL	37	3.04	0	1	45	\$81,950
SIDESWIPE, OPPOSITE DIRECTION	22	1.81	0	4	42	\$88,700
MOVABLE OBJECT	19	1.56	0	0	26	\$36,550
RIGHT TURN, SAME ROADWAY	15	1.23	0	1	42	\$61,800
PEDESTRIAN	13	1.07	6	7	16	\$6,050
RIGHT TURN, DIFFERENT ROADWAYS	13	1.07	0	1	31	\$31,650
OTHER NON-COLLISION	11	0.90	0	1	13	\$38,300
HEAD ON	11	0.90	2	14	15	\$83,500
RAN OFF ROAD - STRAIGHT	7	0.58	0	1	5	\$18,850
OTHER COLLISION WITH VEHICLE	7	0.58	0	0	16	\$16,700
REAR END, TURN	6	0.49	0	2	10	\$15,350
PEDALCYCLIST	2	0.16	0	1	4	\$3,500
OVERTURN/ROLLOVER	2	0.16	0	1	1	\$2,200
UNKNOWN	1	0.08	0	4	0	\$9,000
Totals	1,216	100.00	21	310	2,322	\$5,105,137

Violations

Violation	Number of Incidents	Percent
NO CONTRIBUTING CIRCUMSTANCES INDICATED	1,011	38.14
INATTENTION	354	13.35
FAILURE TO REDUCE SPEED	284	10.71
FAILED TO YIELD RIGHT OF WAY	212	8.00
IMPROPER BACKING	168	6.34
OTHER	148	5.58

Violation	Number of Incidents	Percent
DISREGARDED TRAFFIC SIGNALS	51	1.92
IMPROPER TURN	49	1.85
EXCEEDED SAFE SPEED FOR CONDITIONS	42	1.58
CROSSED CENTERLINE/GOING WRONG WAY	42	1.58
IMPROPER LANE CHANGE	39	1.47
OPERATED VEHICLE IN ERRATIC, RECKLESS, CARELESS, NEGLIGENT OR AGGRESSIVE MANNER	36	1.36
EXCEEDED AUTHORIZED SPEED LIMIT	33	1.24
DISREGARDED STOP SIGN	23	0.87
IMPROPER PARKING	22	0.83
OVERCORRECTED/OVERSTEERED	22	0.83
ALCOHOL USE	15	0.57
OPERATED DEFECTIVE EQUIPMENT	12	0.45
DRIVER DISTRACTED	12	0.45
DISREGARDED ROAD MARKINGS	11	0.41
DRIVER DISTRACTED BY OTHER INSIDE THE VEHICLE	9	0.34
USE OF IMPROPER LANE	9	0.34
VISIBILITY OBSTRUCTED	7	0.26
SWERVED OR AVOIDED DUE TO WIND, SLIPPERY SURFACE, VEHICLE, OBJECT, NON-MOTORIST	7	0.26
DRIVER DISTRACTED BY EXTERNAL DISTRACTION (OUTSIDE THE VEHICLE)	6	0.23
DRIVER DISTRACTED BY ELECTRONIC COMMUNICATION DEVICE (CELL PHONE, TEXTING, ETC.)	5	0.19
FOLLOWED TOO CLOSELY	5	0.19
OTHER IMPROPER PASSING	5	0.19
DISREGARDED OTHER TRAFFIC SIGNS	4	0.15
DISREGARDED YIELD SIGN	3	0.11
RIGHT TURN ON RED	2	0.08
DRIVER DISTRACTED BY OTHER ELECTRONIC DEVICE (NAVIGATION DEVICE, DVD PLAYER, ETC.)	1	0.04
DRUG USE	1	0.04
IMPROPER OR NO SIGNAL	1	0.04
Totals	2,651	100.00

This is a preliminary summary report and should not be used for detailed site specific analysis or as an indication of dan

Alcohol, Ambulance and Vision in Thomasville City for the period 1/1/2021 through 12/21/2021

Alcohol Involvement

Alcohol/Drugs Suspected	Number of Drivers	Percent
NO	1,802	89.6
YES - ALCOHOL, IMPAIRMENT SUSPECTED	26	1.3
YES - ALCOHOL, NO IMPAIRMENT DETECTED	2	0.1
YES - OTHER DRUGS, IMPAIRMENT SUSPECTED	9	0.4
YES - ALCOHOL AND OTHER DRUGS, IMPAIRMENT SUSPECTED	2	0.1
YES - ALCOHOL AND OTHER DRUGS, NO IMPAIRMENT DETECTED	1	0.0
UNKNOWN	169	8.4

Ambulance Requested

Requested	Number of Persons	Percent
NO	461	15.6
YES	2,487	84.4

Vision Obstruction

Obstruction	Number of Drivers	Percent
NONE	1,427	70.9
VEHICLE WINDOW(S) OBSCURED	7	0.3
BLINDED, SUNLIGHT	13	0.6
OTHER	7	0.3
UNKNOWN	525	26.1
TREES, CROPS, BRUSH, ETC	7	0.3
SIGN(S)	1	0.0
HILLCREST	3	0.1
PARKED VEHICLE(S)	4	0.2
VEHICLE(S) IN TRAFFIC/MOVING	17	0.8
BLINDED, HEADLIGHTS	1	0.0

This is a preliminary summary report and should not be used for detailed site specific analysis or as an indication of dar

High Accident Intersections in Thomasville City for the period 1/1/2021 through 12/21/2021 with a minimum of 5 accidents within 150 feet of the Intersection

High Accident Intersections

Serial Number	Number of Crashes	Road A	Road B
1	27	I 85	RANDOLPH
2	19	CLONIGER	RANDOLPH
3	17	HOLLY HILL	RANDOLPH
4	15	HASTY SCHOOL	NATIONAL
5	14	US 29	NATIONAL
6	11	FISHER FERRY	HOLLY HILL
7	11	RANDOLPH	SEdge HILL
8	11	RANDOLPH	CEDAR LODGE
9	9	JULIAN	RANDOLPH
10	9	CLONIGER	LIBERTY
11	8	LAMBETH	RANDOLPH
12	8	NATIONAL	UNITY
13	7	KENNEDY	LIBERTY
14	7	LIBERTY	RANDOLPH
15	7	MAIN	RANDOLPH
16	7	CULBRETH	NATIONAL
17	7	SALEM	UNITY
18	7	COLONIAL	RANDOLPH
19	7	US 29	NC 109
20	7	MAIN	SALEM
21	6	LIBERTY	TOWER
22	6	ARTHUR	LIBERTY
23	6	LAURA	RANDOLPH
24	5	BLAIR	UNITY
25	5	MAIN	MAPLE
26	5	BLAIR	LIBERTY
27	5	CAROLINA	RANDOLPH
28	5	LINE	RANDOLPH
29	5	RANDOLPH	SUNRISE
30	5	LEXINGTON	BAPTIST CHILDRENS
31	5	BRINKLEY	RANDOLPH

Accident Types at High Accident Intersections

Number of Crashes	Road A	Road B	Accident Type
9	I 85	RANDOLPH	REAR END, SLOW OR STOP
8	I 85	RANDOLPH	ANGLE
3	I 85	RANDOLPH	BACKING UP
3	I 85	RANDOLPH	LEFT TURN, DIFFERENT ROADWAYS
3	I 85	RANDOLPH	LEFT TURN, SAME ROADWAY
1	I 85	RANDOLPH	OVERTURN/ROLLOVER
27	Total Number of Accidents		
7	CLONIGER	RANDOLPH	REAR END, SLOW OR STOP
5	CLONIGER	RANDOLPH	ANGLE
3	CLONIGER	RANDOLPH	LEFT TURN, SAME ROADWAY
2	CLONIGER	RANDOLPH	SIDESWIPE, SAME DIRECTION
1	CLONIGER	RANDOLPH	RIGHT TURN, SAME ROADWAY
1	CLONIGER	RANDOLPH	LEFT TURN, DIFFERENT ROADWAYS
19	Total Number of Accidents		
7	HOLLY HILL	RANDOLPH	ANGLE
4	HOLLY HILL	RANDOLPH	REAR END, SLOW OR STOP
3	HOLLY HILL	RANDOLPH	LEFT TURN, DIFFERENT ROADWAYS
2	HOLLY HILL	RANDOLPH	BACKING UP
1	HOLLY HILL	RANDOLPH	RIGHT TURN, SAME ROADWAY
17	Total Number of Accidents		
5	HASTY SCHOOL	NATIONAL	REAR END, SLOW OR STOP
4	HASTY SCHOOL	NATIONAL	ANGLE
2	HASTY SCHOOL	NATIONAL	LEFT TURN, SAME ROADWAY
1	HASTY SCHOOL	NATIONAL	SIDESWIPE, SAME DIRECTION
1	HASTY SCHOOL	NATIONAL	HEAD ON
1	HASTY SCHOOL	NATIONAL	LEFT TURN, DIFFERENT ROADWAYS
1	HASTY SCHOOL	NATIONAL	PARKED MOTOR VEHICLE
15	Total Number of Accidents		
3	US 29	NATIONAL	LEFT TURN, DIFFERENT ROADWAYS
3	US 29	NATIONAL	RAN OFF ROAD - RIGHT
2	US 29	NATIONAL	SIDESWIPE, SAME DIRECTION
1	US 29	NATIONAL	ANGLE
1	US 29	NATIONAL	RIGHT TURN, SAME ROADWAY
1	US 29	NATIONAL	REAR END, TURN
1	US 29	NATIONAL	REAR END, SLOW OR STOP
1	US 29	NATIONAL	RAN OFF ROAD - LEFT
1	US 29	NATIONAL	ANIMAL
14	Total Number of Accidents		
5	RANDOLPH	CEDAR LODGE	ANGLE
5	RANDOLPH	CEDAR LODGE	REAR END, SLOW OR STOP
1	RANDOLPH	CEDAR LODGE	LEFT TURN, DIFFERENT ROADWAYS

Number of Crashes	Road A	Road B	Accident Type
11	Total Number of Accidents		
3	RANDOLPH	SEDGE HILL	ANGLE
3	RANDOLPH	SEDGE HILL	LEFT TURN, SAME ROADWAY
2	RANDOLPH	SEDGE HILL	SIDESWIPE, SAME DIRECTION
2	RANDOLPH	SEDGE HILL	REAR END, SLOW OR STOP
1	RANDOLPH	SEDGE HILL	LEFT TURN, DIFFERENT ROADWAYS
11	Total Number of Accidents		
6	FISHER FERRY	HOLLY HILL	ANGLE
2	FISHER FERRY	HOLLY HILL	LEFT TURN, DIFFERENT ROADWAYS
1	FISHER FERRY	HOLLY HILL	RAN OFF ROAD - LEFT
1	FISHER FERRY	HOLLY HILL	MOVABLE OBJECT
1	FISHER FERRY	HOLLY HILL	UNKNOWN
11	Total Number of Accidents		
5	CLONIGER	LIBERTY	ANGLE
1	CLONIGER	LIBERTY	SIDESWIPE, SAME DIRECTION
1	CLONIGER	LIBERTY	LEFT TURN, DIFFERENT ROADWAYS
1	CLONIGER	LIBERTY	LEFT TURN, SAME ROADWAY
1	CLONIGER	LIBERTY	REAR END, SLOW OR STOP
9	Total Number of Accidents		
3	JULIAN	RANDOLPH	ANGLE
2	JULIAN	RANDOLPH	SIDESWIPE, SAME DIRECTION
1	JULIAN	RANDOLPH	BACKING UP
1	JULIAN	RANDOLPH	LEFT TURN, SAME ROADWAY
1	JULIAN	RANDOLPH	REAR END, SLOW OR STOP
1	JULIAN	RANDOLPH	RAN OFF ROAD - RIGHT
9	Total Number of Accidents		
3	NATIONAL	UNITY	REAR END, SLOW OR STOP
1	NATIONAL	UNITY	ANGLE
1	NATIONAL	UNITY	SIDESWIPE, SAME DIRECTION
1	NATIONAL	UNITY	RIGHT TURN, DIFFERENT ROADWAYS
1	NATIONAL	UNITY	LEFT TURN, SAME ROADWAY
1	NATIONAL	UNITY	REAR END, TURN
8	Total Number of Accidents		
2	LAMBETH	RANDOLPH	ANGLE
2	LAMBETH	RANDOLPH	SIDESWIPE, SAME DIRECTION
1	LAMBETH	RANDOLPH	BACKING UP
1	LAMBETH	RANDOLPH	HEAD ON
1	LAMBETH	RANDOLPH	LEFT TURN, SAME ROADWAY
1	LAMBETH	RANDOLPH	REAR END, SLOW OR STOP
8	Total Number of Accidents		
3	MAIN	SALEM	REAR END, SLOW OR STOP
1	MAIN	SALEM	ANGLE
1	MAIN	SALEM	RIGHT TURN, DIFFERENT ROADWAYS

Number of Crashes	Road A	Road B	Accident Type
1	MAIN	SALEM	LEFT TURN, SAME ROADWAY
1	MAIN	SALEM	RAN OFF ROAD - RIGHT
7	Total Number of Accidents		
2	US 29	NC 109	ANIMAL
1	US 29	NC 109	OVERTURN/ROLLOVER
1	US 29	NC 109	ANGLE
1	US 29	NC 109	REAR END, SLOW OR STOP
1	US 29	NC 109	RAN OFF ROAD - LEFT
1	US 29	NC 109	FIXED OBJECT
7	Total Number of Accidents		
4	COLONIAL	RANDOLPH	REAR END, SLOW OR STOP
2	COLONIAL	RANDOLPH	ANGLE
1	COLONIAL	RANDOLPH	RAN OFF ROAD - RIGHT
7	Total Number of Accidents		
3	SALEM	UNITY	LEFT TURN, SAME ROADWAY
1	SALEM	UNITY	ANGLE
1	SALEM	UNITY	LEFT TURN, DIFFERENT ROADWAYS
1	SALEM	UNITY	REAR END, SLOW OR STOP
1	SALEM	UNITY	RAN OFF ROAD - RIGHT
7	Total Number of Accidents		
2	CULBRETH	NATIONAL	REAR END, SLOW OR STOP
1	CULBRETH	NATIONAL	ANGLE
1	CULBRETH	NATIONAL	RIGHT TURN, DIFFERENT ROADWAYS
1	CULBRETH	NATIONAL	LEFT TURN, DIFFERENT ROADWAYS
1	CULBRETH	NATIONAL	LEFT TURN, SAME ROADWAY
1	CULBRETH	NATIONAL	OTHER NON-COLLISION
7	Total Number of Accidents		
5	MAIN	RANDOLPH	REAR END, SLOW OR STOP
1	MAIN	RANDOLPH	ANGLE
1	MAIN	RANDOLPH	SIDESWIPE, SAME DIRECTION
7	Total Number of Accidents		
2	LIBERTY	RANDOLPH	ANGLE
1	LIBERTY	RANDOLPH	OTHER COLLISION WITH VEHICLE
1	LIBERTY	RANDOLPH	SIDESWIPE, OPPOSITE DIRECTION
1	LIBERTY	RANDOLPH	SIDESWIPE, SAME DIRECTION
1	LIBERTY	RANDOLPH	REAR END, TURN
1	LIBERTY	RANDOLPH	REAR END, SLOW OR STOP
7	Total Number of Accidents		
5	KENNEDY	LIBERTY	ANGLE
2	KENNEDY	LIBERTY	REAR END, SLOW OR STOP
7	Total Number of Accidents		
3	LAURA	RANDOLPH	REAR END, SLOW OR STOP

Number of Crashes	Road A	Road B	Accident Type
2	LAURA	RANDOLPH	SIDESWIPE, SAME DIRECTION
1	LAURA	RANDOLPH	LEFT TURN, DIFFERENT ROADWAYS
6	Total Number of Accidents		
3	ARTHUR	LIBERTY	REAR END, SLOW OR STOP
2	ARTHUR	LIBERTY	SIDESWIPE, SAME DIRECTION
1	ARTHUR	LIBERTY	REAR END, TURN
6	Total Number of Accidents		
3	LIBERTY	TOWER	ANGLE
1	LIBERTY	TOWER	SIDESWIPE, SAME DIRECTION
1	LIBERTY	TOWER	HEAD ON
1	LIBERTY	TOWER	RIGHT TURN, SAME ROADWAY
6	Total Number of Accidents		
3	BRINKLEY	RANDOLPH	ANGLE
1	BRINKLEY	RANDOLPH	RIGHT TURN, SAME ROADWAY
1	BRINKLEY	RANDOLPH	LEFT TURN, SAME ROADWAY
5	Total Number of Accidents		
2	LEXINGTON	BAPTIST CHILDRENS	REAR END, SLOW OR STOP
1	LEXINGTON	BAPTIST CHILDRENS	ANGLE
1	LEXINGTON	BAPTIST CHILDRENS	LEFT TURN, DIFFERENT ROADWAYS
1	LEXINGTON	BAPTIST CHILDRENS	FIXED OBJECT
5	Total Number of Accidents		
3	RANDOLPH	SUNRISE	ANGLE
2	RANDOLPH	SUNRISE	REAR END, SLOW OR STOP
5	Total Number of Accidents		
3	LINE	RANDOLPH	ANGLE
1	LINE	RANDOLPH	RIGHT TURN, DIFFERENT ROADWAYS
1	LINE	RANDOLPH	REAR END, SLOW OR STOP
5	Total Number of Accidents		
2	CAROLINA	RANDOLPH	REAR END, SLOW OR STOP
1	CAROLINA	RANDOLPH	SIDESWIPE, SAME DIRECTION
1	CAROLINA	RANDOLPH	ANIMAL
1	CAROLINA	RANDOLPH	RAN OFF ROAD - RIGHT
5	Total Number of Accidents		
2	BLAIR	LIBERTY	ANGLE
1	BLAIR	LIBERTY	LEFT TURN, DIFFERENT ROADWAYS
1	BLAIR	LIBERTY	LEFT TURN, SAME ROADWAY
1	BLAIR	LIBERTY	FIXED OBJECT
5	Total Number of Accidents		
2	MAIN	MAPLE	ANGLE
2	MAIN	MAPLE	REAR END, SLOW OR STOP
1	MAIN	MAPLE	LEFT TURN, SAME ROADWAY

Number of Crashes	Road A	Road B	Accident Type
5	Total Number of Accidents		
2	BLAIR	UNITY	REAR END, SLOW OR STOP
1	BLAIR	UNITY	ANGLE
1	BLAIR	UNITY	RAN OFF ROAD - LEFT
1	BLAIR	UNITY	RAN OFF ROAD - RIGHT
5	Total Number of Accidents		

This is a preliminary summary report and should not be used for detailed site specific analysis or as an indication of danger. Special consideration should be given to locations that have coinciding routes, loop conditions or interchanges.

Injuries and Restraint Usage in Thomasville City for the period 1/1/2021 through 12/21/2021

Driver Restraint Usage

Restraint Type	Number of Drivers	Percent	Total K+A Injuries	Total B+C Injuries	Total No Injuries
NONE USED	39	2.0	3	15	21
LAP BELT ONLY	7	0.4	0	0	7
UNABLE TO DETERMINE	737	38.4	2	63	672
SHOULDER AND LAP BELT	1,120	58.3	4	132	984
SHOULDER BELT ONLY	5	0.3	0	1	4
CHILD RESTRAINT	1	0.1	0	0	1
HELMET	11	0.6	2	5	4
OTHER	1	0.1	0	0	1

Right Front Passenger Restraint Usage

Restraint Type	Number of Passengers	Percent	Total K+A Injuries	Total B+C Injuries	Total No Injuries
NONE USED	6	1.5	0	4	2
LAP BELT ONLY	1	0.3	0	0	1
UNABLE TO DETERMINE	144	36.9	1	14	129
SHOULDER AND LAP BELT	236	60.5	1	36	199
SHOULDER BELT ONLY	3	0.8	0	0	3

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**Month, Day and Hourly Summary in Thomasville City for the period
1/1/2021 through 12/21/2021**

Monthly Summary

Month	Number of Crashes	Percent	Cumulative Crashes	Cumulative Percent
Jan	92	7.6	92	7.6
Feb	78	6.4	170	14.0
Mar	106	8.7	276	22.7
Apr	108	8.9	384	31.6
May	111	9.1	495	40.7
Jun	77	6.3	572	47.0
Jul	111	9.1	683	56.2
Aug	123	10.1	806	66.3
Sep	119	9.8	925	76.1
Oct	118	9.7	1,043	85.8
Nov	103	8.5	1,146	94.2
Dec	70	5.8	1,216	100.0

Day of the Week Summary

Day of the Week	Number of Crashes	Percent	Cumulative Crashes	Cumulative Percent
Mon	154	12.7	154	12.7
Tue	191	15.7	345	28.4
Wed	172	14.1	517	42.5
Thu	159	13.1	676	55.6
Fri	181	14.9	857	70.5
Sat	173	14.2	1,030	84.7
Sun	186	15.3	1,216	100.0

Hour Summary

Hour Span	Number of Crashes	Percent	Cumulative Crashes	Cumulative Percent
0000-0059	22	1.8	22	1.8
0100-0159	17	1.4	39	3.2
0200-0259	14	1.2	53	4.4
0300-0359	11	0.9	64	5.3
0400-0459	15	1.2	79	6.5
0500-0559	22	1.8	101	8.3
0600-0659	22	1.8	123	10.1
0700-0759	43	3.5	166	13.7

Hour Span	Number of Crashes	Percent	Cumulative Crashes	Cumulative Percent
0800-0859	41	3.4	207	17.0
0900-0959	46	3.8	253	20.8
1000-1059	53	4.4	306	25.2
1100-1159	66	5.4	372	30.6
1200-1259	86	7.1	458	37.7
1300-1359	83	6.8	541	44.5
1400-1459	73	6.0	614	50.5
1500-1559	99	8.1	713	58.6
1600-1659	127	10.4	840	69.1
1700-1759	87	7.2	927	76.2
1800-1859	74	6.1	1,001	82.3
1900-1959	57	4.7	1,058	87.0
2000-2059	39	3.2	1,097	90.2
2100-2159	44	3.6	1,141	93.8
2200-2259	49	4.0	1,190	97.9
2300-2359	26	2.1	1,216	100.0

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Severity at High Accident Intersections in Thomasville City for the period 1/1/2021 through 12/21/2021 with a minimum of 5 accidents within 150 feet of the Intersection

Totals and Averages

Total Crashes	Average Severity
273	3.18

Severity at High Accident Intersections

Road A	Road B	Severity Index	Number of Crashes	Total K+A Injuries	Total B+C Injuries	Total No Injuries	Estimated Property Damage
HASTY SCHOOL	NATIONAL	9.51	15	1	22	26	\$174,800
SALEM	UNITY	7.34	7	0	7	7	\$79,000
RANDOLPH	SUNRISE	5.44	5	0	3	8	\$9,500
BLAIR	LIBERTY	5.44	5	0	4	7	\$20,000
LIBERTY	TOWER	4.70	6	0	5	13	\$22,100
FISHER FERRY	HOLLY HILL	4.36	11	0	11	19	\$83,200
BLAIR	UNITY	3.96	5	0	8	7	\$30,800
CLONIGER	LIBERTY	3.47	9	0	6	18	\$61,800
ARTHUR	LIBERTY	3.47	6	0	2	12	\$19,400
I 85	RANDOLPH	3.19	27	0	14	68	\$146,050
HOLLY HILL	RANDOLPH	3.18	17	0	9	34	\$110,900
US 29	NATIONAL	3.11	14	0	6	27	\$56,950
LIBERTY	RANDOLPH	3.11	7	0	2	16	\$33,650
RANDOLPH	CEDAR LODGE	3.02	11	0	4	25	\$55,500
JULIAN	RANDOLPH	2.64	9	0	2	22	\$49,500
LEXINGTON	BAPTIST CHILDRENS	2.48	5	0	2	8	\$18,400
CAROLINA	RANDOLPH	2.48	5	0	1	10	\$35,200
MAIN	MAPLE	2.48	5	0	2	11	\$18,700
RANDOLPH	SEdge HILL	2.35	11	0	2	34	\$41,900

Road A	Road B	Severity Index	Number of Crashes	Total K+A Injuries	Total B+C Injuries	Total No Injuries	Estimated Property Damage
COLONIAL	RANDOLPH	2.06	7	0	1	15	\$17,400
US 29	NC 109	2.06	7	0	1	9	\$26,400
CULBRETH	NATIONAL	2.06	7	0	1	12	\$48,900
MAIN	SALEM	2.06	7	0	3	13	\$18,900
MAIN	RANDOLPH	2.06	7	0	2	18	\$15,500
CLONIGER	RANDOLPH	1.78	19	0	3	54	\$35,700
BRINKLEY	RANDOLPH	1.00	5	0	0	18	\$17,700
LINE	RANDOLPH	1.00	5	0	0	11	\$11,300
LAURA	RANDOLPH	1.00	6	0	0	16	\$21,950
LAMBETH	RANDOLPH	1.00	8	0	0	19	\$23,700
NATIONAL	UNITY	1.00	8	0	0	21	\$30,250
KENNEDY	LIBERTY	1.00	7	0	0	16	\$25,000
Totals			273	1	123	594	\$1,360,050

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