

**CITY OF THOMASVILLE COUNCIL MEETING AGENDA****Monday, April 18, 2022 – 6:00 P.M.**

7003 Ball Park Road, Thomasville, NC 27360

Mayor Raleigh York, Jr.

Mayor *Pro Tempore* Jeannette Shepherd

1. Call to Order
2. Additions and Deletions to the Agenda
3. Recognitions and Presentations – Rotary's 100<sup>th</sup> Anniversary
4. Public Forum – Please sign up in person to speak on any topic. *A two-minute time limit will be enforced.*
5. Public Hearing – Closure of Unopened Portion of Cable Street – R. Winslow/R.E.W. Homes, LLC
6. Consent Agenda
  - A. Approval of Minutes of the Briefing Meeting on 03/14/22
  - B. Approval of Minutes of the Special Called (Outside Agency) Meeting on 03/14/22
  - C. Approval of Minutes of the Council Meeting on 03/21/22
  - D. Consideration of Budget Amendment – Water/Sewer Fund (2022 Revenue Refunding Bond Capital Project)
  - E. Consideration of Uniform Guidance Policy for ARPA Expenditures
  - F. Consideration of Nondiscrimination Policy for ARPA Funds
  - G. Consideration of Records Retention Policy for ARPA Funds
  - H. Consideration of Resolution for State Assistance Grant – Wastewater Treatment Centrifuge Project
  - I. Consideration of Resolution for State Assistance Loan or Grant – Drinking Water Distribution System – replacing 2-inch galvanized waterlines
  - J. Consideration of Resolution for State Assistance Grant – to Conduct a Study on Water Distribution System (Asset and Inventory Assessment)
  - K. Consideration of Resolution for State Assistance Grant – to Conduct a Study on Wastewater Collection System (Asset and Inventory Assessment)
  - L. Consideration of Resolution for State Assistance Grant – to Construct Wastewater Collection System (Replacement and Expansion of Aging Infrastructure)
7. Regular Agenda
  - A. Consideration of Budget Amendment for CDBG Project City Contribution – Brass Craft Manufacturing (Project Viceroy)
  - B. Consideration of Grant Project Ordinance CDBG Project City Contribution – Brass Craft Manufacturing (Project Viceroy)
  - C. Consideration of Resolution Requesting Local Legislation of the N. C. General Assembly Considering Amending the Process for the Thomasville City School Board from Appointed Members to Elected Members
8. Committee Reports and Appointments, Mayor's Report and Appointments, City Manager's Report, City Attorney's Report
9. Additional Items
10. Adjournment

# ORDINANCE

## TO CLOSE AN UNOPENED PORTION OF CABLE STREET, THOMASVILLE, NORTH CAROLINA

**WHEREAS**, a Petition has been filed by the sole owner of all property adjoining the unopened portion of Cable Street, Thomasville, North Carolina; and

**WHEREAS**, said unopened portion of Cable Street has never been opened; and

**WHEREAS**, a closing of said unopened portion of Cable Street would not be contrary to the public interest, and no individual owning property in the vicinity of said unopened portion of Cable Street would be deprived of a reasonable means of ingress and egress to his or her property; and

**WHEREAS**, easements are reserved within the portion of the right-of-way to be closed for existing utilities for the purposes of repair, replacement and maintenance; and

**WHEREAS**, the City Council of the City of Thomasville, North Carolina, meeting in regular session on March 21, 2022, adopted a Resolution of its intent to close said unopened portion of Cable Street, as shown on a plat entitled "Road Closure Survey for R.E.W. Homes, LLC" recorded in Plat Book 11, Page 17, Davidson County, North Carolina registry; and

**WHEREAS**, in compliance with Section 160A-299 of the North Carolina General Statutes, notice of the aforesaid public hearing was published once a week for four (4) consecutive weeks in the Thomasville Times on March 23, March 30, April 6, and April 13, 2022

### IT IS THEREFORE ORDAINED AS FOLLOWS:

That the portion of the unopened portion of Cable Street in the zone of the City of Thomasville referenced above is hereby permanently closed, said unopened portion of Cable Street being more particularly described as follows:

Being a tract or parcel of land situated in Thomasville, Davidson County North Carolina and being described as follows:

Beginning at a ¾" iron stake with grid coordinates of N = 783,015.94, E = 1,680,078.37 (NAD83) on the northern right-of-way line of Willowmoore Avenue, also being the southeast corner of lot 12 of the W.C. Culp Estate (Plat Book 11 Page 17), thence with the western line of the right-of-way of the undeveloped Cable Street the following 3 calls: North 04 degrees 24 minutes, 46 seconds East to an existing iron pipe found 3" above ground level at 102.26' (common corner of lots 12 & 13), North 04 degrees 24 minutes 46 seconds East to an existing iron pipe found 1" above ground level at 99.86' (common corner of lots 13 & 14), North 04 degrees 24

minutes 46 seconds East to an existing ½" iron stake found 3" above ground level at 99.46' (for a total distance of 301.58') a corner on the line of REW Homes, LLC (Deed Book 2496 Page 1096), thence continuing with the northern right-of-way line of the undeveloped Cable Street North 89 degrees 17 minutes 08 seconds East for a distance of 61.13' to an existing iron pipe with grid coordinates of N = 783,317.39, E = 1,680,162.69 (NAD83) thence following the eastern right-of-way of the undeveloped Cable Street and REW Homes, LLC South 04 degrees 33 minutes 31 seconds East for a distance of 367.37' to a new iron pipe set, thence with a new right-of-way line at the intersection of Willowmoore Avenue and Cable Street following a curve to the left with a chord bearing and distance of North 40 degrees 24 minutes 19 seconds West 85.05', said curve having a radius of 60' and a length of 94.52' to an existing iron pipe, the Point and Place of Beginning.

Said property contains 19,185 square feet or 0.44 acres more or less.

Said property is subject to a new 20' sewer easement.

Subject to current easements and easements to be reserved for existing utilities, if any, within the portion of the right-of-way to be closed for purposes of repair, replacement and maintenance.

And it is further ordered that the same be deleted as part of the street system for the zone of the City of Thomasville, Davidson County, North Carolina; and

It is hereby further ordered that a copy of this Ordinance be filed with the Office of the Register of Deeds of Davidson County, North Carolina, as required by Section 160A-299 of the North Carolina General Statutes.

This Ordinance shall be in full force and effect from and after its passage

PASSED AND ADOPTED this the 18<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
Raleigh York, Jr., Mayor  
City of Thomasville, North Carolina  
ATTEST:

\_\_\_\_\_  
Wendy S. Martin, City Clerk  
City of Thomasville, North Carolina

Sworn to and subscribed before me  
this the \_\_\_\_ day of April, 2022

[Official Stamp/Seal]

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**RESOLUTION OF THE THOMASVILLE CITY COUNCIL  
TO CONDUCT A PUBLIC HEARING FOR THE PURPOSE OF  
CONSIDERING A PETITION FOR THE  
CLOSURE OF A PORTION OF CABLE STREET**

A Petition having been filed with the City Council of the City of Thomasville, North Carolina by Robert E. Winslow of R. E. W. Homes, LLC, a North Carolina Corporation having an address of 432 Vine Drive, Lexington, North Carolina 27292, requesting the City to close a portion of Cable Street at the following location:

**Legal Description for Cable Street Closure**

**Part of Plat Book 11 Page 17**

**Being a tract or parcel of land situated in Thomasville, Davidson County North Carolina and being described as follows:**

Beginning at a ¼" iron stake with grid coordinates of N = 783,015.94, E = 1,680,078.37 (NAD83) on the northern right-of-way line of Willowmoore Avenue, also being the southeast corner of lot 12 of the W.C. Culp Estate (Plat Book 11 Page 17), thence with the western line of the right-of-way of the undeveloped Cable Street the following 3 calls: North 04 degrees 24 minutes 46 seconds East to an existing iron pipe found 3" above ground level at 102.26' (common corner of lots 12 & 13), North 04 degrees 24 minutes 46 seconds East to an existing iron pipe found 1" above ground level at 99.86' (common corner of lots 13 & 14), North 04 degrees 24 minutes 46 seconds East to an existing ½" iron stake found 3" above ground level at 99.46' (for a total distance of 301.58') a corner on the line of REW Homes, LLC (Deed Book 2496 Page 1096), thence continuing with the northern right-of-way line of the undeveloped Cable Street North 89 degrees 17 minutes 08 seconds East for a distance of 61.13' to an existing iron pipe with grid coordinates of N = 783,317.39, E = 1,680,162.69 (NAD83) thence following the eastern right-of-way of the undeveloped Cable Street and REW Homes, LLC South 04 degrees 33 minutes 31 seconds East for a distance of 367.37' to a new iron pipe set, thence with a new right-of-way line at the intersection of Willowmoore Avenue and Cable Street following a curve to the left with a chord bearing and distance of North 40 degrees 24 minutes 19 seconds West 85.05', said curve having a radius of 60' and a length of 94.52' to an existing iron pipe, the Point and Place of Beginning.

Said property contains 19,185 square feet or 0.44 acres more or less.

Said property is subject to a new 20' sewer easement.

It further appearing that Petitioner owns the realty on both sides of such portion of Cable Street; and

It further appearing that the closing of said portion of Cable Street will not deprive any individual of a reasonable means of ingress or egress to such individual's property and is not detrimental to the public interest; and

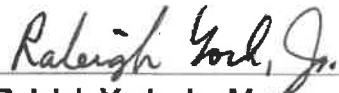
**NOW, THEREFORE,** in consideration of the foregoing facts and under the power and authority granted to the City Council of the City of Thomasville under N.C. General Statute §160A-299,

**IT IS HEREBY RESOLVED** that a public hearing be held at the Council Meeting at 7003 Ball Park Road, Thomasville, North Carolina at 6:00 P.M. on the 18<sup>th</sup> day of April, 2022 to consider and act upon the said Petition for the closing of said street; and

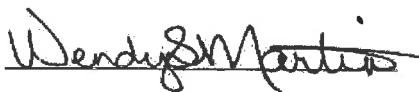
**BE IT HEREBY FURTHER RESOLVED** that this Resolution be published once a week for four (4) successive weeks prior to said hearing in the Thomasville Times, a newspaper published in the City of Thomasville, Davidson County, North Carolina, and that a copy of this Resolution be sent by registered or certified mail to all owners of the properties adjoining the above-described portion of Cable Street who did not join in the Petition for Street Closing, as shown on the Davidson County tax records, and that a Notice of the Closing and Public Hearing shall be prominently posted in at least two places along the said street.

Adopted this 21<sup>st</sup> day of March, 2022.



  
Raleigh York, Jr., Mayor

ATTEST:

  
Wendy S. Martin  
City Clerk

**CERTIFICATE OF SUFFICIENCY**

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

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

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



  
Wendy S. Martin  
City Clerk





NORTH CAROLINA       )  
                                   )  
 DAVIDSON COUNTY       )       CABLE STREET

TO:       Members of the City Council of the City of Thomasville, N.C.

The undersigned Petitioners do hereby respectfully petition the City Council of the City of Thomasville, North Carolina to close a street in the City of Thomasville known as a portion of CABLE Street as shown in Plat Book \_\_\_, Page \_\_\_.

A PORTION OF

In support of the Petition, the Petitioners say:

This street is not needed for any purpose. The undersigned are all of the owners of adjacent property, and the closing of the street would deny access to no one. The closing of said street is not adverse to the public interest.

WHEREFORE, the Petitioners respectfully petition the City Council of the City of Thomasville, North Carolina, under authority granted to the said City Council in Section 160A-299 of the General Statutes of North Carolina, to grant and pass a Resolution and Ordinance closing that street known as CABLE Street located in the City of Thomasville as described above, reserving easements for any/all utilities that exist at the time of closure.

\* A PORTION OF CABLE ST \*

Respectfully submitted this 1ST day of SEPTEMBER 20 21

Rolfe E. Winkler (SEAL)  
R.E.W. HOMES, LLC (SEAL)

\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)



STATE OF NORTH CAROLINA  
DAVIDSON COUNTY

I, JEFFREY J. BERG, a Notary Public of  
DAVIDSON County, North Carolina, do hereby certify that  
Robert E. Winslow personally appeared before me this day and  
acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 30 day of August, 2021.

  
Notary Public  
My Commission Expires: 5-7-2025

JEFFREY J. BERG  
Notary Public  
Davidson County, NC  
My Commission Expires

STATE OF NORTH CAROLINA  
DAVIDSON COUNTY

I, \_\_\_\_\_, a Notary Public of  
\_\_\_\_\_ County, North Carolina, do hereby certify that  
\_\_\_\_\_ personally appeared before me this day and  
acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

{{SEAL}}

STATE OF NORTH CAROLINA  
DAVIDSON COUNTY

I, \_\_\_\_\_, a Notary Public of  
\_\_\_\_\_ County, North Carolina, do hereby certify that  
\_\_\_\_\_ personally appeared before me this day and  
acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

{{SEAL}}

**2021020617**DAVIDSON COUNTY NC FEE \$26  
STATE OF NC REAL ESTATE EX1  
\$1020.00

PRESENTED &amp; RECORDED

08/18/2021 02:46:51 PM

MICHAEL HORNE

REGISTER OF DEEDS

BY: NATASHA MCKENZIE

DEPUTY

BK: DE 2496

PG: 1096 - 1104

**NORTH CAROLINA GENERAL WARRANTY DEED**Excise Tax: **\$1,020**

Parcel Identifier No. 1604400000002; 16064000A0023B, 1604300000012; 16044A0000032A

THIS INSTRUMENT PREPARED BY JONATHAN S. RAYMER, A LICENSED NORTH CAROLINA ATTORNEY.  
DELINQUENT TAXES, IF ANY, TO BE PAID BY THE CLOSING ATTORNEY TO THE COUNTY TAX  
COLLECTOR UPON DISBURSEMENT OF CLOSING PROCEEDS.Mail/Box to: **GRANTEE**This instrument was prepared by: **JONATHAN S. RAYMER, ESQ., LAW FIRM CAROLINAS**Brief description for the Index: **VARIOUS TRACTS, 401 UNITY STREET**THIS DEED made this 10<sup>TH</sup> day of AUGUST 2021 by and between**GRANTOR****GRANTEE****Darrell Milton Beck, Trustee of the  
Beck Family Trust, established by Will  
of James Henry Beck filed in 01-E-138,  
Davidson County Clerk of Court****Gary Leon Beck, Executor of the Estate of  
Nannie Lee S. Beck, filed in 21-E-1051,  
Davidson County Clerk of Court****Darrell Milton Beck and spouse,  
Saundra C. Beck****Gary Leon Beck and spouse,  
Debbie J. Beck****Sylvia Diane Beck Rich (unmarried)**MAILING ADDRESS:  
P.O. BOX 2841  
THOMASVILLE, NC 27361**R.E.W. Homes, LLC**MAILING ADDRESS:  
P.O. BOX 182  
WALLBURG, NC 27373PROPERTY ADDRESS(ES):  
401 UNITY STREET  
THOMASVILLE, NC 27127Submitted electronically by "Black, Slaughter & Black, PA"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Davidson County Register of Deeds.

2021020617

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in DAVIDSON County, North Carolina and more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED FOR A MORE PARTICULAR DESCRIPTION AND EXHIBIT "B" ATTACHED FOR A DETAILED SURVEY OF THE SAME**

Note: See Exhibit "C" regarding the Certificate of Trust for the Grantor Trust

The property hereinabove-described was acquired by Grantor by instrument filed in Deed Book 1285, Pages 1605, Deed Book 1921, Page 905, and Deed Book 1434, Page 929.

All or a portion of the property herein conveyed does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

Grantor, as Executor of the Estate of Nannie Lee S. Beck, Deceased, covenants that the said party has not placed or suffered to be placed any presently existing lien or encumbrance on said property, and that said party will warrant and defend title to the same against the lawful claims of all persons claiming by, through, under or on account of Grantor, as Executor of the Estate of Nannie Lee S. Beck, Deceased, insofar as it is the said party's duty to do so by virtue of the said party's office as Executor as aforesaid, and no further.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

THIS CONVEYANCE IS MADE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY OF RECORD, IF ANY, AND AD VALOREM TAXES FOR THE CURRENT YEAR. THIS CONVEYANCE IS ALSO SUBJECT TO ALL DEBTS.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

**BECK FAMILY TRUST**  
established by Will of  
James Henry Beck filed in 01-E-138,  
Davidson County Clerk of Court

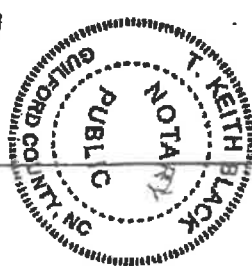
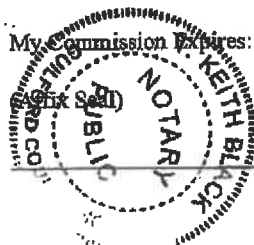
BY: *Darrell Milton Beck*  
DARRELL MILTON BECK, Trustee

State of NORTH CAROLINA  
County of GUILFORD

I, the undersigned Notary Public, do hereby certify that DARRELL MILTON BECK, Trustee for the Beck Family Trust, either being known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument for the purposes and in the capacity stated therein.

Witness my hand and Notarial stamp or seal this 18th day of August 2021.

My Commission Expires: 4/13/2024



*T. Keith Black*  
Notary Public

*T. Keith Black*

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

**ESTATE OF NANNIE LEE S. BECK**  
 filed in 21-E-1051, Davidson County Clerk of Court

BY: Gary Leon Beck  
 GARY LEON BECK, Executor

State of NORTH CAROLINA  
 County of GUILFORD

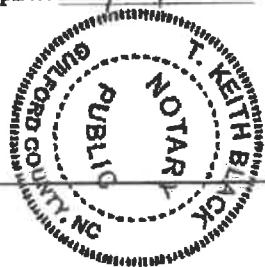
I, the undersigned Notary Public, do hereby certify that **GARY LEON BECK**, Executor for the Estate of Nannie Lee S. Beck, either being known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument for the purposes and in the capacity stated therein.

Witness my hand and Notarial stamp or seal this 18th day of August 2021.

My Commission Expires:

4/13/2024

(Affix Seal)



T. Keith Black  
 Notary Public

T. Keith Black

(NOTARY AND SIGNATURE BLOCKS CONTINUE AS FOLLOW)

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

*Darrell Milton Beck* (SEAL)  
**DARRELL MILTON BECK**

*Saundra C. Beck* (SEAL)  
**SAUNDRA C. BECK**

State of NORTH CAROLINA  
 County of GUILFORD

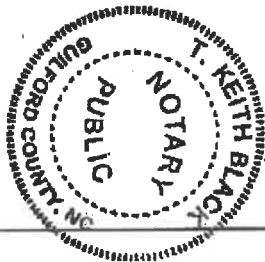
I, the undersigned Notary Public, do hereby certify that **DARRELL MILTON BECK** and **SAUNDRA C. BECK**, either being known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument for the purposes stated therein.

Witness my hand and Notarial stamp or seal this 18th day of August 2021.

My Commission Expires:

4/13/2024

(Affix Seal)



Notary Public

*T. Keith Black*  
*T. Keith Black*

(NOTARY AND SIGNATURE BLOCKS CONTINUE AS FOLLOW)

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Gary Leon Beck (SEAL)  
**GARY LEON BECK**

Debbie J. Beck (SEAL)  
**DEBBIE J. BECK**

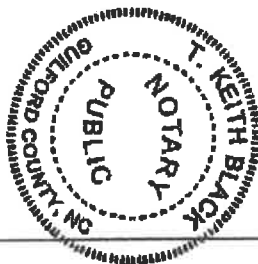
State of NORTH CAROLINA  
 County of GUILFORD

I, the undersigned Notary Public, do hereby certify that **GARY LEON BECK** and **DEBBIE J. BECK**, either being known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument for the purposes stated therein.

Witness my hand and Notarial stamp or seal this 18th day of August 2021.

My Commission Expires: 4/13/2024

(Affix Seal)



Notary Public

T. Keith Black

(NOTARY AND SIGNATURE BLOCKS CONTINUE AS FOLLOW)



IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

*Sylvia Diane Beck Rich* (SEAL)  
SYLVIA DIANE BECK RICH

State of NORTH CAROLINA  
County of GUILFORD

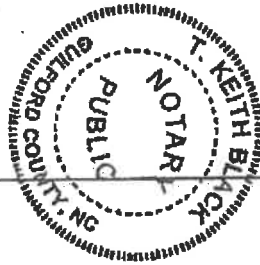
I, the undersigned Notary Public, do hereby certify that SYLVIA DIANE BECK RICH, either being known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument for the purposes stated therein.

Witness my hand and Notarial stamp or seal this 18th day of August 2021.

My Commission Expires:

4/13/2024

(Affix Seal)



*T. Keith Black*  
Notary Public

*T. Keith Black*

(LEGAL DESCRIPTION NEXT PAGE)

**EXHIBIT "A"**  
**Legal Description**

A certain tract of land containing approximately 22.69 acres, lying in Thomasville Township, Davidson County, North Carolina, being more particularly described as follows:

**BEGINNING** at an existing iron pin in the southern margin of the right-of-way of Unity Street and the northwestern corner of Carlton Summers (Deed Book 2246, Page 1492), and thence following the western margin of Summers, South 04° 29' 22" West 115.74 feet to an existing iron pin in the western boundary of Summers; thence continuing along the western boundary of Summers, South 03° 39' 48" West 92.79 feet to an existing iron pin in the southwestern corner of Summers; thence along the western boundary of Lots 39, 38, 37, 36, 35, 34, and 33 of the King Haven Subdivision, Phase 2, as described in Plat Book 47, Page 62 of the Davidson County Registry, the following two (2) courses and distances: (1) South 03° 48' 58" West 613.34 feet to an existing iron pin; and (2) South 04° 09' 00" West 297.71 feet to an existing iron pin in the southwestern corner of Lot 33; thence along the southern boundary of Lot 33, North 61° 52' 34" East 59.60 feet to an existing iron pin in the southeastern corner of Lot 33; thence along the eastern boundary of Lot 33, North 18° 19' 10" East 19.54 feet to a calculated point; thence a new line through the former property of Lot 32 the following three (3) courses and distances: (1) South 30° 19' 52" East 114.76 feet to a calculated point; (2) South 00° 21' 52" West 34.65 feet to a calculated point; and (3) South 48° 22' 36" East 67.84 feet to a calculated point in the western boundary of Lot 15 of the King Haven Subdivision, Phase 1, as described in Plat Book 42, Page 26 of the Davidson County Registry; thence along the western boundary of Lot 15, South 17° 38' 37" West 294.31 feet to an existing iron pin in the southwestern corner of Lot 15 and northwestern corner of the George Hoover Heirs (Deed Book 92, Page 379); thence along the western boundary of Hoover, Mary Johnson (Deed Book 209, Page 371), Alton Jeffries (Deed Book 579, Page 412), and Marion Craddock (Deed Book 2148, Page 786), South 02° 10' 21" West 431.56 feet to an existing iron pin in the southwestern corner of Craddock and northern boundary of Lillie Gainey (Deed Book 676, Page 804); thence along the northern boundary of Gainey, South 87° 34' 42" West 94.27 feet to an existing iron pin in the northwestern corner of Gainey and the northeastern corner of Timothy Finch (Deed Book 1306, Page 1778); thence along the northern boundary of Finch, North 85° 01' 01" West 177.23 feet to an existing iron pin in the northwestern corner of Finch and the northeastern corner of Karen Black (Deed Book 1663, Page 1220); thence along the northern boundary of Black, North 83° 41' 24" West 110.03 feet to an existing iron pin in the north western corner of Black and corner with David Durant (Deed Book 1464, Page 1150); thence along the boundaries of Durant, Juan Uribe-Rodriguez (Deed Book 2197, Page 1708), Stephanie Gardner (Deed Book 1693, Page 1968), Jerry Dean (Deed Book 2418, Page 820), and Secu\*re Inc. (Deed Book 2279, Page 2325) the following eight (8) courses and distances: (1) North 38° 48' 19" West 89.02 feet to an existing axle; (2) North 37° 51' 21" West 18.14 feet to an existing iron pin; (3) North 38° 24' 47" West 45.97 feet to an existing iron pin; (4) North 40° 24' 44" West 59.97 feet to an existing iron pin; (5) North 01° 35' 42" West 108 feet to a new iron pin; (6) South 37° 18' 17" East 20 feet to a new iron pin; (7) North 45° 31' 59" East 140 feet to a new iron pin; and (8) North 42° 44' 15" West 150 feet to a new iron pin in the eastern margin of the right-of-way of Cable Street; thence North 45° 01' 51" East 50.45 feet to a new iron pin; thence along and departing the eastern right-of-way of Cable Street traveling northward, North 04° 33' 31" East 1,007.25 feet to an existing iron pin; thence South 89° 17' 08" West 61.13 feet to an existing iron pin; thence South 04° 24' 46" West 301.58 feet to an existing iron pin in the northern margin of the right-of-way of Cable Street; thence along the northern margin of the right-of-way of Cable Street, North 85° 16' 26" West 155 feet to an existing iron pin; thence departing the northern margin of the right-of-way of Cable Street and traveling along the eastern boundary of Jimmy Holder (Deed Book 1369, Page 219) and Lester Land III (Deed Book 1949, Page 260), North 04° 36' 03" East 287.22 feet to an existing iron pin in the northeast corner of Lester Land III; thence along the northern boundary of Lester Land III, South 89° 16' 03" West 162.26 feet to an existing iron pin in the eastern margin of the right-of-way of Memorial Park Drive; thence along the eastern margin of the right-of-way of Memorial Park Drive in a northward direction, North 17° 45' 42" East 400.20 feet to a new iron pin in the intersection of the eastern margin of the right-of-way of Memorial Park Drive and the southern margin of the right-of-way of Unity Street; thence along the southern margin of the right-of-way of Unity Street, South 83° 15' 21" East 102.33 feet to a new iron pin; thence the arc of a curve to the left with a radius of 1,175.92 feet a chord distance of 533.89 feet bearing North 83° 57' 06" East to a new iron pin; thence North 70° 22' 31" East 32.53 feet to an existing iron pin, the point and place of **BEGINNING**, being approximately 22.69 acres, more or less, according to a survey for Darrell Beck, 401 Unity Street, by Horner & Associates, PA, Job No. 8067, dated November 18, 2020.

**EXHIBIT B****Current Schedule of Approved Subdivisions**

<b>109</b>
<b>Brooke Ridge</b>
<b>Embler Road</b>
<b>Fox Meadow</b>
<b>Pilgrim Acres</b>
<b>Spry Road</b>
<b>Swicegood Farms</b>
<b>Unity Street</b>
<b>Wallburg Fields South</b>
<b>Presold Homes on Scattered Lots maximum of \$375,000</b>
<b>Spec Homes on Scattered Lots maximum of \$250,000</b>
<b>SD's developed by REW Homes, LLC</b>

**EXHIBIT "C"**  
**Certificate of Trust**

The undersigned Trustee hereby certifies the following:

The BECK FAMILY TRUST ("Trust Agreement") was established by the Will of James Henry Beck filed in 01-E-138, Davidson County Clerk of Court, North Carolina, and appointed DARRELL MILTON BECK as "Trustee".

1. The address of the Trustee is: P.O. Box 2841, Thomasville, NC 27361
2. The initial Trustee of the Trust is: Darrell Milton Beck
3. The present Trustee is: Darrell Milton Beck
4. The Trustee under the Trust Agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the Trust name. All powers of the Trustee are fully set forth in the Trustee Powers Article of the Trust Agreement.
5. This Trust has not been revoked and there have been no amendments limiting the powers of the Trustees over trust property.
6. No person or entity paying money to or delivering property to the Trustee shall be required to see to its application. All persons relying on this document regarding the Trustee and its powers over trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Trust Certificate shall be just as valid as the original.

The undersigned certify that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Guilford, North Carolina on the 18th day of August 2021.

**BECK FAMILY TRUST**

By: *Darrell Milton Beck*  
DARRELL MILTON BECK, Trustee

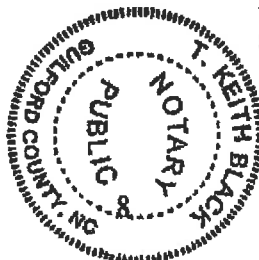
State of NORTH CAROLINA  
County of GUILFORD

I, the undersigned Notary Public, do hereby certify that DARRELL MILTON BECK, Trustee for the Beck Family Trust, either being known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument for the purposes and in the capacity stated therein.

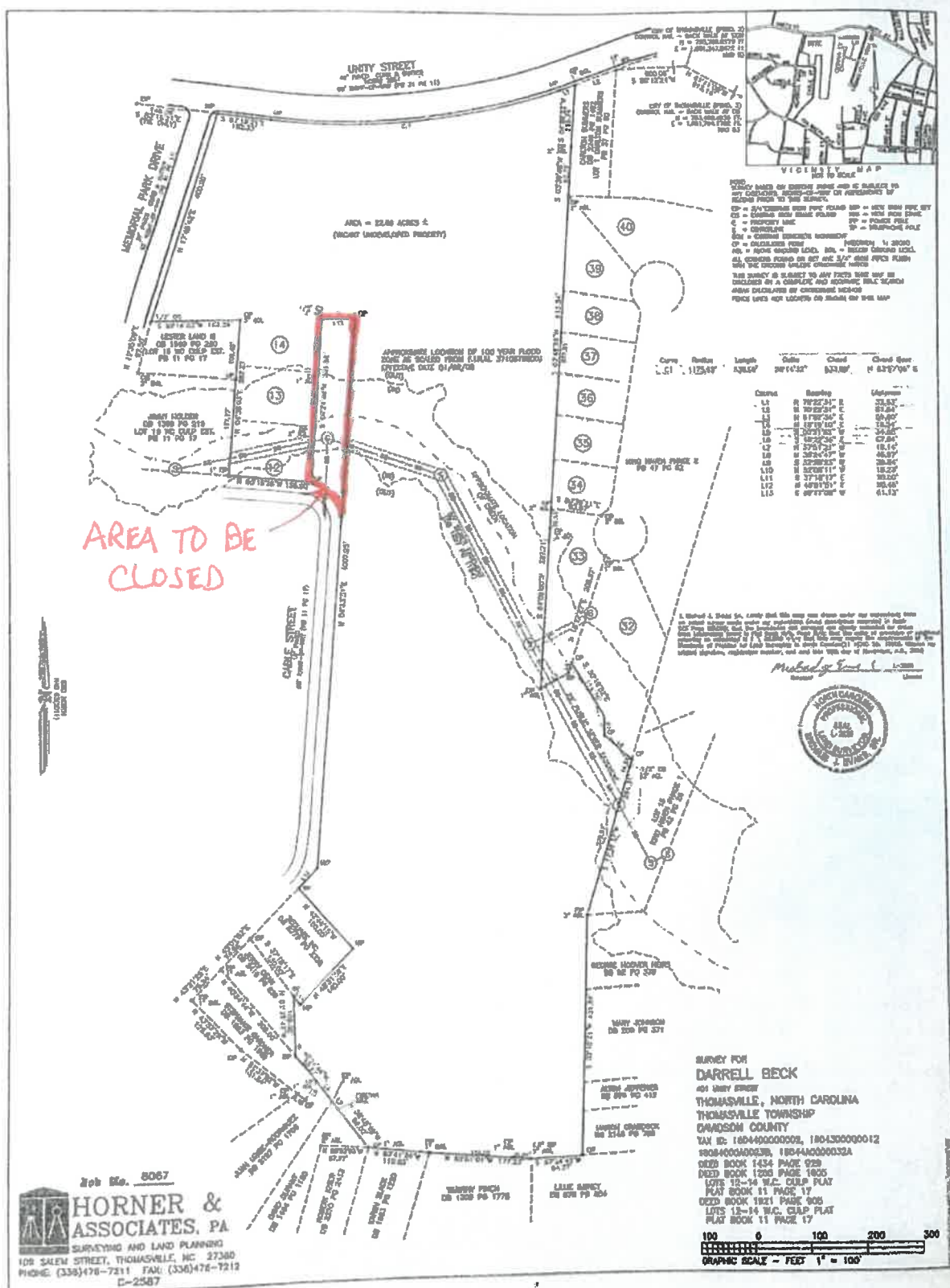
Witness my hand and Notarial stamp or seal this 18th day of August 2021.

My Commission Expires: 4/13/2024

(Affix Seal)



*T. Keith Black*  
Notary Public  
*T. Keith Black*





**Legal Description for Cable Street Closure****Part of Plat Book 11 Page 17**

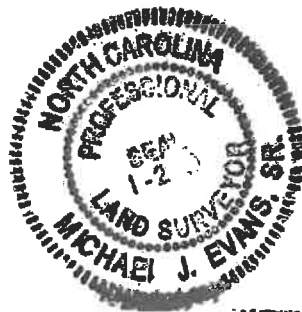
Being a tract or parcel of land situated in Thomasville, Davidson County North Carolina and being described as follows:

Beginning at a  $\frac{3}{4}$ " iron stake with grid coordinates of N = 783,015.94, E = 1,680,078.37 (NAD83) on the northern right-of-way line of Willowmoore Avenue, also being the southeast corner of lot 12 of the W.C. Culp Estate (Plat Book 11 Page 17), thence with the western line of the right-of-way of the undeveloped Cable Street the following 3 calls: North 04 degrees 24 minutes 46 seconds East to an existing iron pipe found 3" above ground level at 102.26' (common corner of lots 12 & 13), North 04 degrees 24 minutes 46 seconds East to an existing iron pipe found 1" above ground level at 99.86' (common corner of lots 13 & 14), North 04 degrees 24 minutes 46 seconds East to an existing  $\frac{1}{2}$ " iron stake found 3" above ground level at 99.46' (for a total distance of 301.58') a corner on the line of REW Homes, LLC (Deed Book 2496 Page 1096), thence continuing with the northern right-of-way line of the undeveloped Cable Street North 89 degrees 17 minutes 08 seconds East for a distance of 61.13' to an existing iron pipe with grid coordinates of N = 783,317.39, E = 1,680,162.69 (NAD83) thence following the eastern right-of-way of the undeveloped Cable Street and REW Homes, LLC South 04 degrees 33 minutes 31 seconds East for a distance of 367.37' to a new iron pipe set, thence with a new right-of-way line at the intersection of Willowmoore Avenue and Cable Street following a curve to the left with a chord bearing and distance of North 40 degrees 24 minutes 19 seconds West 85.05', said curve having a radius of 60' and a length of 94.52' to an existing iron pipe, the Point and Place of Beginning.

Said property contains 19,185 square feet or 0.44 acres more or less.

Said property is subject to a new 20' sewer easement.

*Michael J. Evans*



1-20-2022





## Davidson County GIS



Parcel Number : 1604300000012  
Pin Id : 6788-03-03-0241  
Owner : BECK DARRELL M TRUSTEE  
P O BOX 2848  
THOMASVILLE NC 27361-2848

Property Address: 700 CABLE ST  
Township: 16

Building Value:

Land Value:

Assessed Value:

Legal Description : P=11-71 L12-14 CABLE ST BK1285-1605

Land Units: 1 LT  
Deed Book: 1285 Pg: 1605

Deed Date: 12/21/2001

Account Number: 9058509

Exempt Code:

\$0 Other Building Value: \$0

\$12,500 Market Value: \$12,500

\$12,500 Deferred Value: \$0

## Additional Attributes

**Fire Service Districts**

Sq.Miles 16.4  
Name THOMASVILLE

**Townships**

Sq. Miles 64.87  
Name THOMASVILLE

**County Zoning Districts**

Zone

**Soil Types**

DSL Name

Soil Name

Type

Percent Sl

Hydric

**Municipal Boundary**

Name THOMASVILLE  
SQ Miles 16.33

1 inch = 340 feet

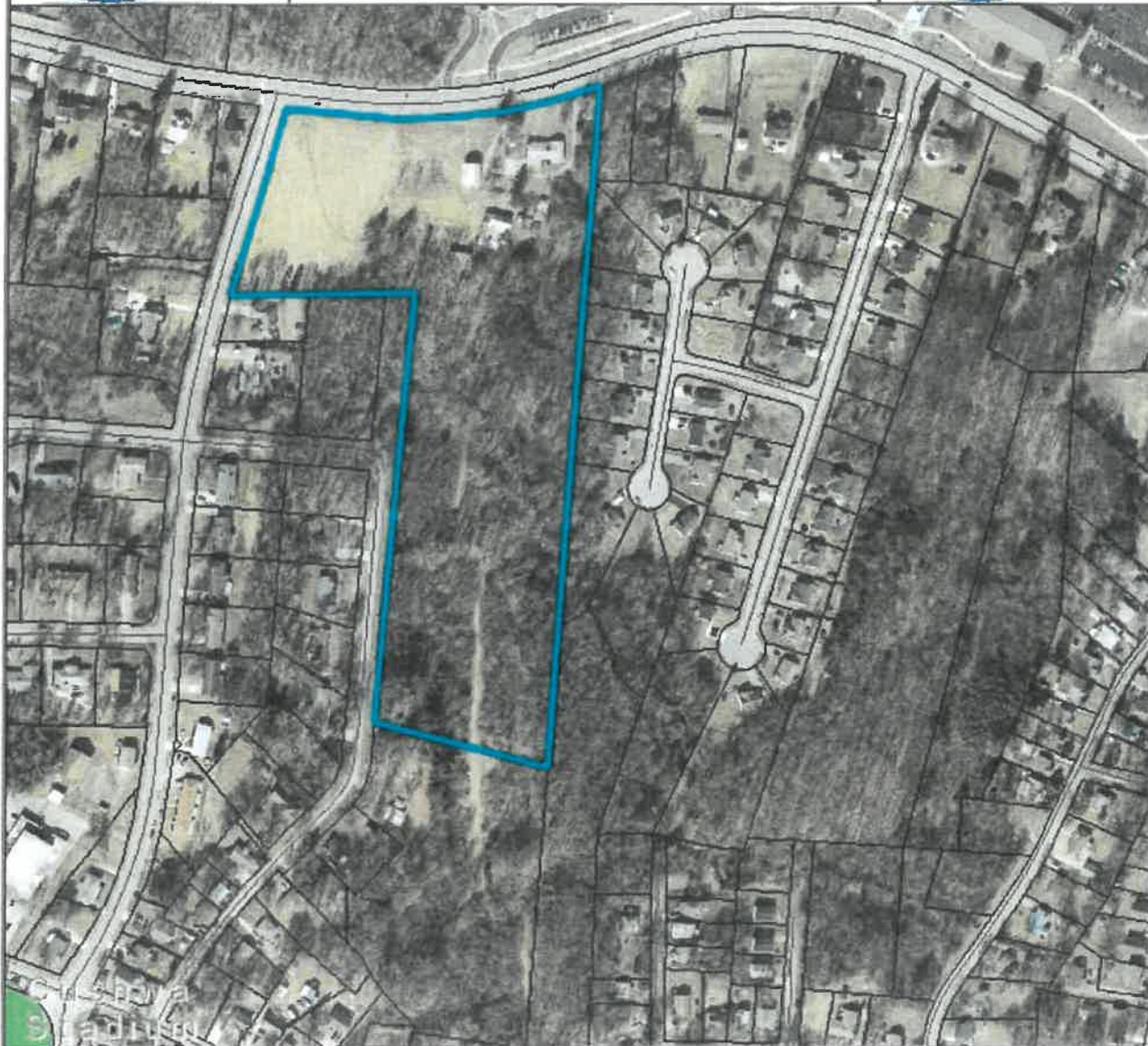


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## Davidson County GIS



<b>Parcel Number :</b>	1604400000002	<b>Land Units:</b>	9.5 AC
<b>Pin Id :</b>	6788-03-03-3162	<b>Deed Book:</b>	1434 Pg: 0929
<b>Owner :</b>	BECK DARRELL M TRUSTEE BECK NANNIE LEE S PO BOX 2848 THOMASVILLE NC 27361		
<b>Property Address:</b>	401 UNITY ST	<b>Deed Date:</b>	07/03/2003
<b>Township:</b>	16	<b>Account Number:</b>	9228016
<b>Building Value:</b>	\$145,060	<b>Exempt Code:</b>	
<b>Land Value:</b>	\$159,600	<b>Other Building Value:</b>	\$26,740
<b>Assessed Value:</b>	\$331,400	<b>Market Value:</b>	\$331,400
		<b>Deferred Value:</b>	\$0
<b>Legal Description :</b>	L2 BK1201-1308&1434-929 UNITY ST		

## Additional Attributes

**Fire Service Districts**

Sq.Miles 16.4  
Name THOMASVILLE

**Townships**

Sq. Miles 64.87  
Name THOMASVILLE

**County Zoning Districts**

Zone

**Soil Types**

DSL Name

Soil Name

Type

Percent SI

Hydric

**Municipal Boundary**

Name THOMASVILLE  
SQ Miles 16.33

1 inch = 340 feet



The information contained on this map does not replace information that may be obtained by consulting the official source of the information. In no event shall Davidson County, NC or the consultants of Davidson County, NC be liable for any damages, direct or consequential, from the use of the information contained on this map.

# Limited Liability Company

025

Legal Name  
R.E.W. Homes, LLC

## Information

SosId: 1338640  
Status: Current-Active  
Date Formed: 9/18/2013  
Citizenship: Domestic  
Annual Report Due Date: April 15th  
Registered Agent: Winslow, Robert E.

## Addresses

Principal Office	Reg Office	Reg Mailing	Mailing
432 Vine Dr.	432 Vine Dr.	432 Vine Dr.	PO Box 182
Lexington, NC 27292	Lexington, NC 27292	Lexington, NC 27292	Wallburg, NC 27373

## Company Officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.  
Manager  
Robert E. Winslow  
PO Box 182  
Wallburg NC 27373

## Davidson County, NC - Basic Search



Davidson County Home

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## Property Information Search Results

To view summary data click the owner name. To view the Property Record Card click on PRC within the appropriate gridview line.

Owner Name	Co-Owner	Property Address	Land Data	Parcel Number	PIN#	Tax Year	PRC
<a href="#">CRANFORD TOMMY DALE</a>		602 CABLE ST	1.0000 LT	16064000A0005A	6778-04-92-7016	2022	<a href="#">PRC</a>
<a href="#">C/O GLENN PARSONS</a>		604 CABLE ST	0.0000 LT	16064000A0005B	6778-04-92-7150	2022	<a href="#">PRC</a>
<a href="#">NATIONAL LOAN INVESTORS LP</a>		604 CABLE ST	0.0000 LT	16064000A0005B	6778-04-92-7150	2022	<a href="#">PRC</a>
<a href="#">SKEEN STEPHANIE</a>		605 CABLE ST	0.0000 LT	16064000A00050	6778-04-91-8915	2022	<a href="#">PRC</a>
<a href="#">COLE STEPHANIE G</a>		606 CABLE ST	0.0000 LT	16064000A0005C	6778-04-92-8107	2022	<a href="#">PRC</a>
<a href="#">SKEEN STEPHANIE</a>		607 CABLE ST	0.0000 LT	16064000A0010	6778-04-92-8061	2022	<a href="#">PRC</a>
<a href="#">GARDNER STEPHANIE R</a>		609 CABLE ST	0.0000 LT	16064000A0011	6778-04-92-9016	2022	<a href="#">PRC</a>
<a href="#">DEAN JERRY</a>		611 CABLE ST	0.0000 LT	16064000A0012	6778-04-92-9162	2022	<a href="#">PRC</a>
<a href="#">HILL CHRIS L</a>		612 CABLE ST	0.0000 LT	1604300000017	6778-04-92-8259	2022	<a href="#">PRC</a>
<a href="#">HILL MICHELE B</a>		612 CABLE ST	0.0000 LT	1604300000017	6778-04-92-8259	2022	<a href="#">PRC</a>
<a href="#">SECURE INC</a>		613 CABLE ST	0.0000 LT	16064000A0013	6788-03-02-0148	2022	<a href="#">PRC</a>
<a href="#">HILL CHRIS LOGAN</a>		614 CABLE ST	0.0000 LT	1604300000018	6778-04-92-9329	2022	<a href="#">PRC</a>
<a href="#">HILL MICHELE B</a>		614 CABLE ST	0.0000 LT	1604300000018	6778-04-92-9329	2022	<a href="#">PRC</a>
<a href="#">BEARD ALLEN</a>		616 CABLE ST	0.0000 LT	1604300000001	6778-04-92-9540	2022	<a href="#">PRC</a>
<a href="#">BEARD TERRY LYNN</a>		616 CABLE ST	0.0000 LT	1604300000001	6778-04-92-9540	2022	<a href="#">PRC</a>
<a href="#">PORTER DANIEL JOSEPH</a>		620 CABLE ST	0.0000 LT	1604300000002	6778-04-92-9652	2022	<a href="#">PRC</a>
<a href="#">RABEL-PORTER KAREN L</a>		620 CABLE ST	0.0000 LT	1604300000002	6778-04-92-9652	2022	<a href="#">PRC</a>
<a href="#">MCCRARY ELLA</a>		622 CABLE ST	0.0000 LT	1604300000003	6778-04-92-9750	2022	<a href="#">PRC</a>
<a href="#">MCCRARY RAYMOND F</a>		622 CABLE ST	0.0000 LT	1604300000003	6778-04-92-9750	2022	<a href="#">PRC</a>
<a href="#">BERNAL SANTA CRUZ BELLO</a>		624 CABLE ST	0.0000 LT	1604300000004	6778-04-92-9851	2022	<a href="#">PRC</a>
<a href="#">MEDRANO GILBERTO GONZALEZ</a>		624 CABLE ST	0.0000 LT	1604300000004	6778-04-92-9851	2022	<a href="#">PRC</a>
<a href="#">MCCRARY ELLA</a>		626 CABLE ST	0.0000 LT	1604300000005	6778-04-92-9951	2022	<a href="#">PRC</a>
<a href="#">MCCRARY RAYMOND F</a>		626 CABLE ST	0.0000 LT	1604300000005	6778-04-92-9951	2022	<a href="#">PRC</a>
<a href="#">R E W HOMES LLC</a>		700 CABLE ST	22.6900 LT	1604300000012	6788-03-02-2870	2022	<a href="#">PRC</a>

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For technical problems related to this website, please contact (336) 242-2160



**MINUTES FOR THE THOMASVILLE CITY COUNCIL BRIEFING MEETING ON MONDAY, MARCH 14, 2022 AT 6:00 PM AT 7003 BALLPARK ROAD, THOMASVILLE, NC.**

Elected officials in attendance: Mayor Raleigh York, Jr.; Mayor *Pro Tempore* Doug Hunt, and Council Members Wendy Sellars, Lisa Shell, Jeannette Shepherd, and Hunter Thrift. Council Member Ron Bratton had an excused absence. Council Member Payton Williams was not present. A quorum was present.

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 that Council add the following items:

3. B. Proclamation – Public Health Month

6. E. Consideration of Memorial Day Road Closure Ordinance

He also asked that the Closed Session be moved to item 7 and Committee Reports be moved to 8.

Council Member Thrift moved that Council approve the agenda as amended. The motion was seconded by Council Member Hunt. No discussion. *Motion unanimously approved 5 – 0.*

3. Proclamations and Recognitions to be presented on March 21, 2022

- A. Women's History Month (March) – to be presented by Council Member Sellars

- B. Public Health Month (April) – to be presented to Lillian Koontz, Director of the Davidson County Health Department

4. Public Forum on March 21, 2022 – Citizens will be given two minutes to speak on any topic at the Council Meeting.

The following items were put on the consent agenda by the Council members for consideration on March 21, 2022:

5. Consent Agenda

- A. Approval of the Minutes of the Briefing Meeting on 02/14/22

- B. Approval of the Minutes of the Council Meeting on 02/21/22

- c. Consideration of Capital Project Ordinance – North Hamby Creek Outfall Phase III

- D. Consideration of Budget Amendment – Insurance Proceeds: Police Vehicle Collision, Water/Sewer Fund, Beautification's Christmas Tree due to Wind Damage
- E. Consideration of Memorial Day Parade Route Road Closure Ordinance

The following items were put on the regular agenda by the Council members for consideration on March 21, 2022:

6. Regular Agenda

- A. Consideration of a Resolution to Conduct a Public Hearing to Consider a Petition for the Closure of a Portion of Cable Street
- B. Consideration of First Amendment to Option and Land Lease Agreement with American Towers LLC to Extend Their Ground Lease

7. Closed Session – Personnel

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 March 21, 2022.

9. Closed Session for Personnel on March 21, 2022

10. Additional Items

- 11. Adjournment – Council Member Sellars moved to adjourn. Council Member Shell seconded the motion. No discussion. *Motion unanimously approved 5 – 0.*

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Raleigh York, Jr., Mayor

---

Wendy S. Martin, City Clerk

**MINUTES FOR THE THOMASVILLE CITY COUNCIL SPECIAL CALLED MEETING  
ON MONDAY, MARCH 14, 2022 AT 6:30 PM AT 7003 BALLPARK ROAD,  
THOMASVILLE, NC.**

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

The following staff members attended the meeting: City Manager Michael Brandt and City Clerk Wendy Martin

1. Call to Order – Mayor Raleigh York, Jr. called the meeting of the Thomasville City Council to order. He explained that each applicant would have 15 minutes to make their presentations to Council.
2. Presentations were made by the following Outside Agency Fund Applicants:

**A. Thomasville City Schools - Dr. Cate Gentry, Superintendent**

(19.5 cent tax rate (\$1,660,000) requested – no change from last year)

Dr. Gentry advised that in 2020 and 2021, the City of Thomasville allotted a supplemental school tax of 19.5-cents to the Thomasville City Schools (TCS). In 2021, TCS received \$1,613,198 from the City. They are budgeted to receive \$1,658,753 in 2022. She asked that the City maintain the same 19.5-cent tax rate, with an approximate budgeted tax value of \$1,660,000.

She said TCS is funded locally by the County of Davidson and the City of Thomasville. She explained that Thomasville pays for approximately one-third of their local funding, and this funding pays for:

- teacher supplements (to keep teacher salaries at a competitive rate with other counties);
- the Jr. ROTC program (paid for by local funds and U.S. Army allotments);
- supplies and rentals for graduation ceremonies;
- salaries of local employees, most of whom are school-based treasurers, data managers and clerical and administrative support at the central office;
- athletic programs, supplements, supplies and activity buses;
- utilities, insurance, telecommunications;
- stipends and development opportunities for the School Board;
- legal and financial auditing;
- testing and accountability requirements;
- district data management;
- Finch Auditorium; and
- school vehicles.

Dr. Gentry advised that the State budget passed in November of 2021 required that all school employees make a minimum of \$13 per hour, with an increase to

\$15 per hour by July 1, 2022. She said TCS supports that, because they want to attract strong employees. However, the State funding does not cover that increase, so the School System is going to have to find ways to fund that increase.

She also referred to page 3 of the handout and stated that there had been a 70% increase in retirement and a 42% (\$2,205) increase in hospitalization insurance coverage over the past 10 years. She added that the local employees receive the same pay as the federal and state employees.

Dr. Gentry said TCS serves students from other schools. For example, the ROTC program has students from East Davidson and Ledford, because those schools do not have that program.

She said ESSR (Elementary and Secondary Schools Recovery) funding for K-12 public schools from the American Recovery Plan has been helpful, but it “has a shelf life,” so she asked that the City continue to help TCS be sustainable over the long run.

Part D. of the TCS application includes a 5-year review of funding sources. They receive funding from the Federal, State, County and City governments.

In June of 2018, when she became Superintendent, TCS was \$1.2M in debt. That debt has been nearly paid off. It is down to \$33,000 now, and it should be paid off by the end of this year. They have done that by tightening up with personnel and spending.

In addition, they receive some private funds through grants. They recently won a \$500,000 competitive 3-year grant from the State to pay for teacher development and leadership skills. They won a \$366,000 grant from the Department of Justice for some security projects (upgrading security cameras and getting a more-secure keyless entry system) Also, they receive some donations from the ABC Board for drug and alcohol education and United Methodist Church for the homeless population; and they get grants to promote student and teacher wellness.

Council Member Hunt asked how many students are in the TCS system. Dr. Gentry said there were 2,233, as of October. She added that about 25 graduated since then.

Council Member Shepherd asked if the schools were fully staffed. Dr. Gentry said all teacher assistant positions are filled, but there are 8 teacher vacancies currently. They have had 8 – 11 vacancies all year.

Council Member Sellars asked how much we spend on each student. Dr. Gentry explained that the Federal rate per student is \$530 (not including the ESSR funds, since that is not sustainable); the State pays approximately \$9,000 per student; and Davidson County allotted \$1,215 per student this year; (Dr. Gentry added that

is in the bottom five in the State of NC, and it has been for several years.) Michael Brandt calculated the City contribution to be about \$716 per student.

Council Member Hunt asked if the total budget included funds from federal, state, county and city. Dr. Gentry said it did. She explained that non-ESSR Federal money is based on the needs of the student population (free/reduced lunch population, etc.) It's supplemental money to account for discrepancies in other areas of funding.

Council Member Sellars asked if all the students still received free lunches. Dr. Gentry said all the schools in the State currently receive free lunches. She thinks that will end at some point, but TCS qualifies for a "Community Eligibility Program", and it is in the second year of a five-year term, so students will continue to receive free lunches at least until that term expires.

Council Member Williams asked what percentage of students were at or below poverty level. Dr. Gentry explained that due to the Community Eligibility Program, students don't currently have to fill out applications for free/reduced lunch, because based on the needs of the overall community and services within the community (such as EBT cards, SNAP benefits, etc.) ALL kids qualified - because of the community need. However, she estimated that approximately 70% of the elementary students are at or below poverty level, with 62% at the middle school level, and 60% at the high school level.

Council Member Sellars asked what percentage of students in the TCS school system do not live within the TCS district, and whether TCS receives funding from those other districts. Dr. Gentry said as of October, 39 students came from outside of the district - that they know of. However, 37 TCS district students went to other districts for school. This was mostly because teachers' children follow them to their district. However, she said funding does follow the child.

Council Member Thrift said, "It's excellent that you've taken care of the debt that you've inherited. I'm sure that was difficult." Dr. Gentry said they've worked hard to it. She added that their goal in the next three years is to get to the point where \$1.3M is three months of spending, because that's a responsible savings rate. She said maintaining the current 19.5 cents from the City would help get them through the next cycle.

**B. Davidson County Economic Development Commission - Steve Jackson, Chairman (\$50,000 requested – no change from last year)**

Mr. Jackson said the EDC's job is to recruit industry, create jobs and build the tax base.

The EDC is requesting the same amount of funds as last year, and Mr. Jackson said, "We are looking to continue what we've been doing."

He explained that the funds they receive from the City helps pay for:

- the EDC's website, which has become the main way people access information about our community since COVID. He said it drives a lot of traffic our way; and
- the Davidson/Davie Apprenticeship Consortium (prominently featuring Mohawk, a big part of Thomasville and Davidson County). \*Note: the EDC manages the books for this consortium.

Some projects the EDC has been involved in from 2019 - 2022 include \$202M in expansions from Mohawk, Minnewawa (\$3M expansion), and Brasscraft (\$17M). About 300 jobs have resulted from those expansions alone.

In the past three years, \$286.5M worth of EDC projects have directly benefited Thomasville, and there are currently three new prospects worth a total of \$48M that could bring about 150 more jobs to Thomasville.

Mr. Jackson said the EDC's efforts have come a long way, and he thanked Council for their support in that.

Council Member Thrift asked Mr. Jackson how the EDC brings businesses to Thomasville.

Mr. Jackson said the Davidson County EDC proactively pursues these opportunities. They don't just wait for businesses to contact them. They have built a relationship with the State Economic Development office, and they use them as a source. They also are well known in the consultant community. It is consultants who drive these projects. They sort through and figure out which are legitimate prospects for Thomasville and which are not.

He said, "There are many, many sources of interests that come to us when we respond to a request or we generate a request. Then we talk about the qualities of our community, the number of employees, and the education systems we have in place to facilitate jobs."

**C. Historic Preservation Commission - Scott Ford, Chairman**  
(\$2,000 requested – new applicant this year)

Mr. Ford requested \$2,000 on behalf of the Historic Preservation Commission "for mostly educational purposes."

He said the HPC is in place to preserve, protect and oversee restorations in historic properties and landmarks located in the City's historic districts. He said, "Our goal is to educate and evolve the public in responsible curation of our city's treasured buildings, homes and landmarks."

The HPC is undergoing change with new members. They want to educate homeowners of historic properties and the general public. They want to: make contact with the residents of Thomasville's historic districts to help inform them of the special rules for their special homes; hold workshops; give tours of the historic



properties; and be more visible and accessible at Thomasville's public events, such as Everybody's Day – perhaps in some matching polo shirts or t-shirts, and perhaps selling items as a fundraiser.

These funds would help them to elevate the appearance, attractiveness and the spirit of Thomasville's beautiful historic districts.

The Commission wants to distribute door hangers or brochures highlighting Thomasville's historic districts and educating the property owners there of the properties and boundaries and raise awareness of the Commission's new "standards" (which are not just guidelines anymore.) He said they want to do some mapping so people know which properties are in the Historic districts.

It also wants to host DIY workshops and keep some Commission members educated with CE credits.

The Commission would also like to pay a contractor to consolidate and scan their historical records and pictures, so they can be more accessible to the general public on their website. Mr. Ford mentioned that this would be helpful since the Commission no longer has many of the elder members of the group like Bill Colona, who used to be such a valuable resource.

Mr. Ford said they do have some funds (~\$2,500) that they have raised over the years, but they haven't spent it all because they didn't want to have empty coffers.

Council Member Hunt asked if they have any other sources of income. Mr. Ford said they do raffles and outside book sales at Everybody's Day and Spring Daze.

Council Member Thrift, former HPC Member, said one of their biggest problems back then was educating people who moved into the district, so this was exciting to him.

Mr. Ford said this new membership doesn't want to sit around and wait for people to come to them with CIA's. They are enthused and want to "lift this little town up" like Salisbury did. Their historic properties were dilapidated, but they've turned it around. They now have an historic tour in October that brings in probably 10,000 visitors. He said, "The homes here, for the most part, aren't as grandiose and as fine as some of the bigger homes in Salisbury, but we've got some stuff to show off."

He added that Thomasville homes have stories to tell, too. For example, the plans for Trinity College (later, Duke University) were drawn up in the living room in his house, which is also known as the Hoover House.

Council Member Williams appreciated his excitement about the projects he was talking about. She asked if the DIY workshops would generate revenue. He was hopeful that they would. He said they have paid for their members to go to various workshops for their CE credits that they need to stay accredited. He hopes to host

some of those workshops to generate revenue. He said after paying for the expert to conduct the class, it would hopefully more than pay for itself.

Council Member Sellars asked if the educational door hangers would just be for the people who live in the historic districts. Mr. Ford said they would, because they could really benefit from the information the most. However, the same information also would be available to everyone on their website and at Everybody's Day and other public events, as well as at the DIY workshops.

He hopes to have a professional set up the website to make it user friendly.

#### **D. Arts Davidson - Amanda Murphy Feliciano, Executive Director**

Ms. Feliciano said the amount requested would support the Sunset Sounds concert, which they are trying to bring back. She said, "This year, we kind of wanted to start small and just do one night and see how things go, since we're just kind of getting our legs back underneath us coming out of all the COVID restrictions."

She said she has been in conversations with Cameron at Tourism and with PACE, and the event is growing a little bit. Ms. Feliciano wants to work with Tourism and have them push the event out and bring some people in.

It could be more than a concert. She is looking into having some vendor events with Arts Davidson artists – maybe doing demos and/or selling their art.

She met with PACE and discussed having artists at the Emporium, to spread it more out into the city than just PACE Park.

Ms. Feliciano said they would like to spread out and do more things in Thomasville.

Council Member Thrift said Arts Davidson struggled for a couple of years. He asked if she thought they were doing well now that they restructured. She said the previous board consisted of long-time members who needed a break. However, they are still volunteering and helping out. They also added a new employee.

She added that they've had income from CARES Funds, Grassroots funds and ARPA funds. She said these funds are recharging them and bringing more programming and more opportunities.

Council Member Shepherd asked if everything proposed was already set up. Ms. Feliciano said everything in the packet she submitted "is set up and will happen, as far as bands and all that. The other pieces we're working to see if that's a possibility."

#### **E. City Beautification - Carol Brown, Chairperson**

Ms. Brown said the Committee was established in 1979 to “have flowers planted in the City in the spring and fall and to purchase any decorations for the town, including banners and Christmas.”

She became chair person in 2004. Since then, they have expanded their mission and goals to include many more projects, and they have continued making improvements, upkeep and any repairs as needed.

They try to do a new project each year, such as:

- refurbishing Will Harbor Park (corner of Main and Randolph) with plants, a walkway, benches, and arbors;
- developing John Hauss Park (Salem Street) with plants, a walkway;
- developing Fairgrove Park (at the entrance to Fairgrove Forest);
- totally renovating the Downtown Fountain (Nona Welborn Park) in 2007, including adding benches and trash cans. (The cost of that renovation was \$40,000. Finch Foundation paid for half of it);
- repainting the lamp posts and clock tower;
- adding rockwork around the Fountain to replace deteriorating brick;
- maintaining the flower beds at City Hall and added planters;
- added flower beds at the Parks and Rec’s main office;
- added a new brick welcome sign at the Park and Ride lot on 109 North;
- added new Welcome to Thomasville letters on the existing brick signs;
- purchased a rock sign weighing over a ton at Veteran’s Memorial Park;
- replaced lights on top of the buildings and trees with LED bulbs and replace them as needed;
- they’ve had the Pepsi mural on John Thomas Way, the original Big Chair mural on Salem Street, murals around the building on Trade Street;
- HVAC system at Trade Street;
- plant about 475 flats of flowers a year and 3,500 tulip bulbs in the fall around the City, (1,500 alone goes around the Big Chair), the Fountain, many parks, welcome signs, Depot and City Hall, and now Finch Field during the Hi-Toms’ season, per a request from Greg (Suire). Ms. Brown said the cost of materials has increased tremendously;
- In 2014, they purchased a 26’ Christmas tree, lighted snowflakes and banners. In January of 2022, the Christmas tree was damaged beyond repair by heavy winds, so they purchased a new one. (This was paid for, in part, by a \$5,000 donation from the Finch Foundation that was going to be used for the old Belk Christmas window display. The display is an ongoing expense with mechanical motors. 5 were sent to NY this year for repairs at a cost of \$5,000);
- This spring, they got a quote of \$4,200 for mulch to go at the George Hunley Underpass;
- They participate in Everybody’s Day and National Night Out; and
- They speak about beautifications at local clubs and organizations;

She said that the money left in their account will be used up with spring planting. She said, “We are very resourceful with the funds that we are given. I’m very proud of every dollar that has been spent.”

She added that the volunteers work very hard to beautify the City. She invited Council to attend the committee meetings and to participate in the monthly litter sweeps, which have been occurring for six years.

The Council Members thanked Carol for the Committee's hard work, and they commented on how beautiful it all is.

**F. PACE Group - Paxton Taylor, President**

(Requesting \$33,000)

Ms. Taylor said the Thomasville City Council has helped PACE achieve their mission of revitalizing Downtown in the past through Street Scapes, building restorations and façade grant programs.

She said about 85% of the requested funds would be used to do five façade grants. She explained that in 2019, they spent \$75,000 on façade grants for 15 different locations. After that, they worked on the building restoration at the Palace Theater. That is now up for sale, so they have time to get back to their façade program.

The other 15% of the requested funds would go to other projects throughout the year, such as the annual shrimp boil, art projects, and community events with Tourism, Beautification, Arts Davidson County and Thomasville Parks and Rec. It would also help with maintenance and operating expenses.

Council Member Williams asked how much a typical façade grant is. Ms. Taylor said the amounts differed in the past, but she thinks they're going to set an allotted amount this time. Mayor York said the largest one that he could recall was \$5,000. It was a matching grant, so the business owner also put in \$5,000 in façade repairs.

Council Member Sellars asked how long the Palace had been on the market. Ms. Taylor said it had been for sale a little over a month. She added that they are getting promotion work out now about their whole process, and are getting the listing out there. Ms. Taylor invited Council to come tour the property.

**G. Chair City Multicultural Committee - Jacquez Johnson, Chairman**  
(Requesting \$6,420)

Mr. Johnson said many local governments across the state and nation are making a commitment to advancing equity and inclusion. This includes everything from forming advocacy groups and gathering data to creating new policies and procedures.

He said Thomasville is composed of a diverse variety of residents, including non-English speaking residents and populations of many racial, ethnic and cultural backgrounds.

He defined diversity as a range of human differences, and inclusion as the acceptance and respect of those differences. Inclusion should apply to people of all races, ages, ethnicities, genders, sexual orientations, physical abilities, political beliefs, religious beliefs, and social and economic status, etc.

He said the Multicultural Committee is asking for \$6,420 to accomplish the following things:

1. First, they want to promote at least one annual cultural event. He said they are excited to be joining other community partners for their first Juneteenth celebration on June 14<sup>th</sup> – 15<sup>th</sup>.
2. They also plan to do meet-and-greets with movie nights. It would be different than the ones run by Parks and Rec. They are going to be choosing very inclusive movies.
3. They also are asking for \$200 for hosting webinars on eliminating racism called Diversity Dialogues. This will give them the opportunity to have very needed conversations and dialogue with the community about diversity and inclusion and how to address challenges in our community. This will be recorded and shared on social media. That will spark those necessary conversations to build inclusivity.
4. Participation in Spring Daze and Everybody's Day to make sure they are visible.

Council Member Thrift recognized that the Multicultural Committee has plans for Juneteenth and contribute to the MLK Black History Month, but he asked if they had plans for any other cultures/ethnicities in Thomasville. Mr. Johnson said they are hoping to have a Hispanic Heritage Festival in September.

Council Member Hunt asked him if the Committee had any funds left over from last year. Mr. Johnson said they do. Some would be used for the candle light vigil this weekend. He said this was an opportunity for them to reach out to the different faiths in Thomasville to properly grieve about Covid losses as a community. City Manager Brandt said as of March 1<sup>st</sup>, there was \$4,800 remaining in the Multicultural Committee account.

Council Member Thrift asked what else those funds were going to be used for. Mr. Johnson said the Committee members would be put through DEI (diversity, equity and inclusion) training.

Council Member Sellars asked if an organization would be hosting the webinars on racism. Mr. Johnson said as chairman of the committee, he would be having a conversation with committee members Dr. Tanisha Watkins and Dr. Candace Jackson. They will be helping to craft those conversations and questions to figure out concrete solutions to some of the equity problems in our community.



Council Member Sellars asked if the Committee was planning on buying their own license for the cultural movie night. Mr. Johnson said \$1,500 of the requested funds would allow them to cover the cost of the licensing without having to partner with other groups.

#### **H. Thomasville Rescue Squad - Rusty Goins, Chief (Requesting \$40,000)**

Chief Goins said they typically receive \$25,000 from the City of Thomasville, but with costs escalating, they need more money. (i.e. gloves have gone from \$8 a box to \$40 a box, not to mention fuel, which they sometimes pay for out of their own pockets.)

They provide service, rescue (from truck accidents to high level accidents to collapse). He said about 20% are technical rescues, which include high level, confined space, water rescue. They also have a national trainer who has given them some equipment/gear, but it is getting old.

He said they are all volunteers, and everything they do is free of charge for the community.

This year, they've started going more out into the community and are getting more involved. They are going to do some open houses to bring the community in. They will let organizations use their building for the benefit of the community.

He also hopes to get more youth interested in volunteering. He does have some juniors, but "volunteerism is a dying art."

His father-in-law started the Thomasville Rescue Squad in 1969. He hopes to build it up, by adding fundraisers such as Bingo night, CPR classes (for only \$30, the price charged by the American Heart Association for the card), and spaghetti dinners, and they plan to apply for grants.

He said they have improved their response times, and they have improved their relationship with the Thomasville Fire Department. They also work tightly with the County Ambulance Service, which is having staffing issues, so many weekends they only have one of their two ambulances staffed in Thomasville. Thomasville Rescue Squad fills in for them and fills that gap when they are needed.

Council Member Shepherd asked how many volunteers they have. Chief Goins said there are 40 volunteers on the roster, but only about 14 are active.

Council Member Williams asked if there are any women volunteers on the Rescue Squad. Chief Goins said there are 10 or 12 women on the roster, but it is open to everyone who wants to do it. He said some of the women are his better responders.



Council Member Thrift asked if they run every medical call. Chief Goins said the CAD system in Lexington delegates who is paged. It's according to the type of call. They can't do them all, due to lack of funding for fuel. If they don't run it, somebody else takes the call. He said the Thomasville Fire Department handles most of the traffic accidents and stuff like that. The Rescue Squad mostly helps EMS with house calls. He estimated that they are able to run 40% of the calls they are given in the City of Thomasville, give or take, depending on variables.

Council Member Sellars asked Chief Goins how he plans to get more young volunteers. He said they make personal visits to high schools and the community college's EMT school to talk to the guidance counsellors and teachers to get leads.

Chief Goins summarized that the requested funds would help them modernize some of their equipment. He said they've been taking care of their equipment, but it is old. For example, their heavy rescue truck is a 1971 model.

Council Member Sellars asked if they get funding from anywhere else besides the City of Thomasville. He answered that Davidson County gives them around \$20,000-\$25,000. But he said it costs them \$100,000 - \$105,000 to keep the doors open.

**I. Martin Luther King, Jr. Social Action Committee - Dr. George B. Jackson, Chairman (Requesting \$1,000)**

Dr. Jackson said since 2001, the Social Action Committee has presented an 8-day, 13 event celebration of the Martin Luther King, Jr. National Holiday. He said, "Our purpose is to continue to promote the unfinished work of Martin Luther King, Jr."

He said since 2004 they have presented a scholarship award program called the Martin Luther King Oratorical Contest which gifts students from around the Piedmont Triad an opportunity to receive cash awards for sharing their oratorical skills to continue Dr. King's oratorical legacy. The first scholarship was \$500. In 2022, the scholarship totals reached \$20,050.

For the past 15 years, Thomasville has given the SAC \$500 per year to supplement the scholarship offerings and other various community programs, such as their "Get the Shot" program this year.

Many media outlets attend this important event, which shows good things coming out of Thomasville, the Seat of Global Opportunity.

He said they have always been true to their word and have delivered what they promote. They give scholarships to students from various high schools in the Piedmont Triad. They bring their families from as far away as Danville, VA and Columbia, SC to Thomasville to be a part of this event.

He said, "Each year we ask for \$1,000 in support for this event. Each year we receive \$500. So we just keep asking for \$1,000 and hope one day that point might get across."

3. Adjournment – Council Member Sellars moved to adjourn. Council Member Shell seconded the motion. No discussion. *Motion unanimously approved 6 – 0.*

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Raleigh York, Jr., Mayor

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Wendy S. Martin, City Clerk

**MINUTES FOR THE THOMASVILLE CITY COUNCIL MEETING ON MONDAY, MARCH 21, 2022 AT 6:00 PM AT 7003 BALLPARK ROAD, THOMASVILLE, NC.**

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

The following staff members attended the meeting: City Manager Michael Brandt; City Attorney Misti Whitman; Police Chief Mark Kattner; Assistant MIS Director Damon Hartwell; PC Technician James Raulston; 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 Michael Brandt asked that Council move the closed session to item 6 and change it as follows:

6. Closed Session – *Personnel and Economic Development*; and add
  - 7.A. Consideration of Approval of Resolution for the City of Thomasville's Application for Industrial Development Fund Utility Account Grant Funding For Project M

Council Member Thrift moved to approve the agenda as revised. Council Member Sellars seconded. *Motion unanimously approved 6 – 0.*

3. Proclamations and Recognitions

- A. Women's History Month (March) – Council Member Sellars read this Proclamation for all women - in recognition of their great contributions in our lives and in our society.

Mayor York pointed out that Thomasville now has a majority of women on the City Council for the first time ever.

- B. Public Health Month (April) – Council Member Williams presented this Proclamation to Lillian Koontz, Director of the Davidson County Health Department.

Ms. Koontz thanked Mayor York and the Council for their support on behalf of the 100 employees at the Health Department who have been working extra hard the last couple of years. She was glad to be able to gather together in person. She reminded everyone, "Your health is your wealth."

4. Public Forum – Brandi Fur spoke regarding mask policy at TCS. Her handout is on file with the City Clerk and is available upon request.

5. Consent Agenda

- A. Approval of the Minutes of the Briefing Meeting on 02/14/22

- B. Approval of the Minutes of the Council Meeting on 02/21/22
- C. Consideration of Capital Project Ordinance – North Hamby Creek Outfall Phase III Sanitary Sewer Improvement Project

This project was funded with both a Wastewater Reserve Fund Grant and Drinking Water State Revolving Fund Loan, administered by the N.C. Dept. of Environmental Quality Division of Water Infrastructure.

This ordinance adjusts the capital project budget to accurately reflect the revised construction improvement costs as a result of approved change orders, which have increased the overall construction cost.

\$226,517 will be transferred from the project's Contingency line item to the Construction Improvements line item to appropriately account for the increase in the construction cost. The change orders do not change the total project funding amount. Contingency funding was built into the original project budget for this specific purpose. The remaining project contingency balance is \$65,214 with this adjustment.

This ordinance will supersede the last project ordinance approved in December 2019.

- D. Consideration of Budget Amendment – Insurance Proceeds: Police Vehicle Collision, Water/Sewer Fund, Beautification's Christmas Tree due to Wind Damage

The amendment appropriates \$22,792 in insurance proceeds in the General Fund for a police vehicle crash and \$27,000 from Contingency for the increased cost of street lighting at the I-85 and NC-109 Interchange, bringing the General Fund Contingency balance to \$163,906.

In the Water/Sewer Fund, \$2,014 of insurance proceeds are appropriated.

In the Beautification Fund, it appropriates insurance proceeds totaling \$8,617 and donations totaling \$520 for replacement of the Beautification Christmas tree. The Beautification Committee is a volunteer committee whose members are appointed by City Council and whose financing is accounted for in a fund separate from general city funds. The committee requested donations from the general public to replace the Christmas Tree that was damaged by wind.

- E. Consideration of Memorial Day Parade Route Road Closure Ordinance

The Memorial Day Committee is happy to announce that their parade is back this year and is scheduled for Memorial Day, Monday, May 30<sup>th</sup>. The parade will take its regular route down East and West Main Streets to Salem Street, north to Stadium Drive, ending on Emma St.

Council Member Thrift moved to approve the items on the Consent Agenda. Council Member Hunt seconded. *Motion unanimously approved 6 – 0.*

6. Closed Session – Personnel and Economic Development

Council Member Sellars moved that Council go into closed session for Personnel and Economic Development matters. Council Member Williams seconded. *Motion unanimously approved 6 – 0.* No action was taken in closed session.

7. Regular Agenda.

A. Consideration of Approval of Resolution for the City of Thomasville's Application for Industrial Development Fund Utility Account Grant Funding for Project M

Michael Walser asked Council to approve this Resolution for Industrial Development Funding through the Department of Commerce for a proposed water and sewer project totaling \$2.2 M.

\$1.1 M would come from Golden Leaf; \$275,000 would come from the company; and \$825,000 would come from an Industrial Development Fund (from the Department of Commerce.)

Council Member Hunt moved to approve this Resolution. Council Member Shepherd seconded. *Motion unanimously approved 6 – 0.*

B. Consideration of a Resolution to Conduct a Public Hearing to Consider a Petition for the Closure of a Portion of Cable Street

City Manager Brandt explained that this request would allow a public hearing regarding the closure of a portion of Cable Street. The petitioner owns both sides of the unopened right-of-way and is requesting the closure of the road. The public hearing will be at the next regular city council meeting on April 18<sup>th</sup>, 6PM. The petition for closure will run in the newspaper the next four weeks.

Mayor York advised that this is a portion of a street that is not currently open. It has never been developed.

Council Member Thrift moved to approve this Resolution. Council Member Williams seconded. *Motion unanimously approved 6 – 0.*

C. Consideration of First Amendment to Option and Land Lease Agreement with American Towers LLC to Extend Their Ground Lease

City Manager Brandt said American Tower requested that we make an amendment to an Agreement that we've had since 1993. This will extend the lease from 2023 to 2038 in three 5-year renewal periods.

The City will receive \$15,000 upfront when we sign the lease, and beginning in June 2023, the City will receive \$1,000 per month. Every 3 years the rate will

increase 15%. In addition, the City will receive \$200 per month for any co-location sub-leases on the tower. This is the tower located at the golf course.

Council Member Hunt moved to renew the lease with American Towers LLC. Council Member Shell seconded. *Motion unanimously approved 6 – 0.*

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

On behalf of the Personnel Committee, Council Member Thrift moved to appoint the following volunteers:

Tourism Commission - Andrew Clement, At Large

Multicultural Committee - Kelly Johnson to fill Milton Pena Pacheco's unexpired term

Council Member Williams seconded. *Motion unanimously approved 6 – 0.*

Council Member Williams thanked the Beautification Committee for all the beautiful flowers around the City. She also invited everyone to attend their litter sweep the second Saturday of each month, beginning at the clock tower.

Mayor York met with Miss Thomasville and Miss Thomasville's Outstanding Teen. They both are looking forward to attending many of our upcoming events, including the Memorial Day events. He also had the honor and privilege of swearing in two new police officers.

City Manager Brandt asked everyone to watch for children and other pedestrians/ bicyclists walking or riding on our streets as the weather begins to warm up. He said there have been a number of accidents recently.

He also announced that three new restaurants will be opening in Thomasville soon:

- Dairy'O at the intersection of Liberty Dr/Randolph Street;
- the Captain's Table at 908 Randolph Street; and
- Tortilleria el Tio at 203 National Highway (formerly Tommy's BBQ).

City Attorney Misti Whitman said it has been a very busy month, but everything is running smoothly.

9. ADDITIONAL ITEMS

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

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Raleigh York, Jr., Mayor



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Wendy S. Martin, City Clerk

# Budget Amendment

**To:** City Manager  
**From:** Finance Director  
**Date:** 4/1/2022 *TA*  
**Re:** 2021-2022 Water/Sewer Enterprise Fund Budget Amendment

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This Water/Sewer Fund budget amendment appropriates the city's equity contribution to the 2022 Revenue Refunding Bond Capital Project.

## WATER/SEWER ENTERPRISE FUND

### DECREASE APPROPRIATION

030-9010-505-58-00	Contingency	\$47,510.00
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### INCREASE APPROPRIATION

030-7098-572-90-61	Contribution to W/S Capital Project Fund	\$47,510.00
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**CITY OF THOMASVILLE, NORTH CAROLINA**  
**Combined Enterprise System Revenue Refunding Bond, Series 2022**

**CLOSING MEMORANDUM**

To: Working Group  
 From: First Tryon Advisors  
 Date: January 28, 2022  
 Re: City of Thomasville, North Carolina ("City")  
 Combined Enterprise System Revenue Refunding Bond, Series 2022 (the "Bond")

**I. Closing Information**

Closing Date: February 8, 2022

Closing Contacts:	Thomas Avant, City of Thomasville	336.475.4233
	Misti Whitman, Citrin & Whitman P.A.	336.476.3158
	Jennifer Wimmer, Local Government Commission	919.814.4284
	Donna Davis, Local Government Commission	919.814.4293
	Jon Mize, Womble Bond Dickinson (US) LLP	919.755.2187
	David Cheatwood, First Tryon Advisors	704.926.2447
	Ken Leonczyk, Pinnacle Bank	704.985.7928
	Steve Cordell, Nexsen Pruet, PLLC	704.338.5337
	Shawna Hale, US Bank N.A.	919.424.3944

**II. Sources and Uses of Funds**

Sources of Funds		
Par Amount	\$	4,731,000.00
City Equity Contribution		47,509.79
Total Sources of Funds	\$	4,778,509.79
Uses of Funds		
Refunding Deposit	\$	4,683,162.50
Cost of Issuance		95,347.29
Total Uses of Funds	\$	4,778,509.79

**III. Flow of Funds**

On the morning of Tuesday, February 8, 2022, Pinnacle Bank as purchaser, shall wire **\$4,731,000.00** to US Bank N.A. as Trustee, pursuant to the wiring instructions below, to facilitate the closing of the Bond:

RBK:	U.S. Bank N.A.
ABA:	091000022
BNF:	USBANK CT Southeast Wire Clrg
Beneficiary Account Number:	A/C 173103781824
Beneficiary Account Address:	777 E. Wisconsin Avenue, Milwaukee, WI 53202-5300
OBI:	Thomasville 2022

**CITY OF THOMASVILLE, NORTH CAROLINA**  
 Combined Enterprise System Revenue Refunding Bond, Series 2022

**CLOSING MEMORANDUM**

**IV. City Equity Contribution**

On or before the morning of Tuesday, February 8, 2022, the City shall wire **\$47,509.79** to US Bank N.A. as Trustee, pursuant to the wiring instructions below:

RBK:	U.S. Bank N.A.
ABA:	091000022
BNF:	USBank CT Southeast Wire Clrg
Beneficiary Account Number:	A/C 173103781824
Beneficiary Account Address:	777 E. Wisconsin Avenue, Milwaukee, WI 53202-5300
OBI:	Thomasville 2022

Upon receipt of the wire in Section III and the wire above, US Bank N.A. shall combine **\$4,635,652.71** of funds received from Pinnacle Bank with **\$47,509.79** of funds received from the City and deposit such funds (totaling \$4,683,162.50) into the Series 2012 Subaccount of the Redemption Account created under the 2012 Series Resolution to be applied as directed in the Letter of Instructions to the Trustee. US Bank N.A. shall deposit the remaining **\$95,347.29** into the Series 2022 Cost of Issuance Account.

**V. Release of Bond**

Upon confirmed receipt of the above referenced funds and the execution of all closing documents, bond counsel should notify the working group that the transaction has closed.

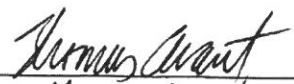
**VI. Costs of Issuance**

On or after the Closing Date, US Bank N.A., on behalf of the City, will disburse funds to make payment against invoices received by the City for services rendered in connection with the issuance of the Bond. Invoices should be submitted to:

Thomas Avant  
 Finance Director  
 10 Salem Street  
 Thomasville, NC 27360  
[thomas.avant@thomasville-nc.gov](mailto:thomas.avant@thomasville-nc.gov)

Acknowledged and agreed to as of February 8, 2022.

**CITY OF THOMASVILLE, NORTH CAROLINA**

By:   
 Name: Thomas Avant  
 Title: Finance Director

**ELIGIBLE PROJECT POLICY FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT OF 2021  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS BY THE CITY OF THOMASVILLE**

**WHEREAS** the City of Thomasville, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

**WHEREAS** US Treasury is responsible for implementing ARP/CSLFRF and has enacted a Final Rule outlining eligible projects; and

**WHEREAS** the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

**WHEREAS** the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 (UG), as provided in the [Assistance Listing](#); and

**WHEREAS** US Treasury has issued a [Compliance and Reporting Guidance v.2.1 \(November 15, 2021\)](#) dictating implementation of the ARP/CSLFRF award terms and compliance requirements; and

**WHEREAS** the Compliance and Reporting Guidance states on page 6 that

Per 2 CFR Part 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.

**BE IT RESOLVED** that the City of Thomasville hereby adopts and enacts the following Eligibility Determination Policy for ARP/CSLFRF funds.

## Eligibility Determination Policy for American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

This policy defines the permissible and prohibited uses of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funds. It also outlines the procedures for determining how the City of Thomasville will spend its ARP/CSLFRF funds.

### I. PERMISSIBLE USES OF ARP/CSLFRF FUNDING

US Treasury issued its [Final Rule](#) regarding use of ARPA funds on January 6, 2022. (The Final Rule is effective as of April 1, 2022. Until that date, a local government may proceed under the regulation promulgated by US Department of the Treasury in its [Interim Final Rule](#) or the Final Rule.) The Final Rule (and the Interim Final Rule) identify permissible uses of ARP/CSLFRF funds and certain limitations and process requirements. Local governments must allocate ARP/CSLFRF funds no later than December 31, 2024 and disburse all funding no later than December 31, 2026. Failure of an entity to expend all funds by December 31, 2026 will result in forfeiture of ARPA funds.

ARP/CSLFRF funds may be used for projects within the following categories of expenditures:

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

### II. PROHIBITED USES OF ARPA FUNDING

The ARP/CSLFRF and US Treasury's Final Rule prohibit certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:



1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Note that routine contributions as part of a payroll obligation for an eligible project are allowed.);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding (There is an exception to this prohibition if the settlement or judgment requires the City of Thomasville to provide services to respond to the COVID-19 public health emergency or its negative economic impacts or to provide government services, then the costs of those otherwise ARP/CSLFRF-eligible projects are allowed.);
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

The City of Thomasville, and any of its contractors or subrecipients, may not expend any ARP/CSLFRF funds for these purposes.

### III. PROCEDURES FOR PROJECT APPROVAL

The following are procedures for ARP/CSLFRF project approvals. All City of Thomasville employees and officials must comply with these requirements.

1. Requests for ARP/CSLFRF funding, must be made in writing and include all the following:
  - a. Brief description of the project
  - b. Identification of ARP/CSLFRF Expenditure Category (EC) (A list of ECs in in the Appendix to the [US Treasury Compliance and Reporting Guidance](#).)
  - c. Required justifications for applicable projects, according to the requirements in the Final Rule. Employees or any applicant seeking ARPA funding should review the [Final Rule](#) and [Final Rule Overview](#) prior to submitting a proposal.
  - d. Proposed budget, broken down by cost item, in accordance with the City of Thomasville's Allowable Cost Policy.
  - e. A project implementation plan and estimated implementation timeline (All ARP/CSLFRF funds must be fully obligated by December 31, 2024, and fully expended by December 31, 2026.)
2. Requests for funding must be submitted to the ARPA Grant Analyst for approval. All requests will be reviewed by the Assistant City Manager for ARP/CSLFRF compliance and by the Finance Director for allowable costs and other financial review.

3. No ARP/CSLFRF funds may be obligated or expended before final written approval by the Assistant City Manager or Finance Director. City Council approval is required for the appropriation of all project funds.
4. If a proposal does not meet the required criteria, it will be returned to the requesting party for revision and resubmittal.
5. Following approval, employees responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget. Changes in project budgets must be approved by City Council through approval of a grant project ordinance. Any delay in the projected project completion date shall be communicated to the ARPA Grant Analyst immediately.
6. The ARPA Grant Analyst must collect and document required information for each EC, for purposes of completing the required Project and Expenditure reports.
7. The ARPA Grant Analyst must maintain written project requests and approvals, all supporting documentation, and financial information at least until December 31, 2031.

ADOPTED this 18th day of April, 2022

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Mayor

ATTEST:

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City Clerk

## Recitals

**WHEREAS**, the City of Thomasville has received an allocation of funds from the “Coronavirus State Fiscal Recovery Fund” or “Coronavirus Local Fiscal Recovery Fund” (together “CSLFRF funds”), established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (the “ARP/CSLFRF award”).

**WHEREAS**, CSLFRF funds are subject to the U.S. Department of Treasury (“Treasury”) regulations, including the Final Rule, the Award Terms and Conditions, and the Title VII implementing regulations at 31 C.F.R. Part 22.

**WHEREAS**, pursuant to the ARP/CSLFRF Award Terms and Conditions, and as a condition of receiving CSLFRF funds, the City of Thomasville agrees to follow all federal statutes and regulations prohibiting discrimination in its administration of CSLFRF under the terms and conditions of the ARP/CSLFRF award, including, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin within programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving Federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and City of Thomasville or instrumentalities or agencies thereto.

**RESOLVED**, That the governing board of the City of Thomasville hereby adopts and enacts the following nondiscrimination policy, which shall apply to the operations of any matter of employment, program, activity, or facility that is supported in whole, or in part, by expenditures CSLFRF pursuant to the ARP/CSLFRF award.

## **Nondiscrimination Policy Statement**

It is the policy of the City of Thomasville to ensure that no person shall, on the ground of race, color, national origin (including limited English Proficiency), familial status, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any matter of employment, program or activity administered by City of Thomasville, including programs or activities that are funded in whole or part, with Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF"), which the City of Thomasville received from the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (herein the "ARP/CSLFRF award").

### **I. Governing Statutory & Regulatory Authorities**

As required by the CSLFRF [Award Terms and Conditions](#), the City of Thomasville shall ensure that each matter of "employment," "activity," "facility," or "program"<sup>1</sup> that is funded in whole, or in part, with CSLFRF and administered under the ARP/CSLFRF award, will be facilitated, operated, or conducted in compliance with the following federal statutes and federal regulations prohibiting discrimination. These include, but are not limited to, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age within programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and City of Thomasville or instrumentalities or agencies thereto.

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<sup>1</sup> 22 C.F.R. § 22.3 defines "program" and "activity" as all operations of an entity, including City of Thomasville, that receive Federal financial assistance, and the departments, agencies, or special purpose districts of the City of Thomasville to which Federal financial assistance is distributed. "Federal financial assistance" includes, among other things, grants and loans of federal funds. "Facility" includes all or any part of structures, equipment, or other real or personal property or interests therein, and the provision of facilities includes the construction, expansion, renovation, remodeling, alteration, or acquisition of facilities.

## **II. Discriminatory Practices Prohibited in the Administration of the ARP/CSLFRF Award**

To ensure compliance with Title VII of the Civil Rights Act of 1964, and Title 31 Code of Federal Regulations, Part 22, the Civil Rights Restoration Act of 1987, and other pertinent nondiscrimination authorities, the City of Thomasville shall prohibit, at a minimum, the following practices in its administration of CSLFRF pursuant to the ARP/CSLFRF award:

1. Denying to a person any service, financial aid, or other program benefit without good cause;
2. Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program.
3. Subjecting a person to segregation or separate treatment in any matter related to the receipt of any service, financial aid, or other benefit under the program;
4. Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
5. Treating a person differently from others in determining whether that person satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
6. Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
7. Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
8. Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
9. Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment;
10. Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

### **III. Reporting & Enforcement**

1. The City of Thomasville shall cooperate in any enforcement or compliance review activities by the Department of the Treasury. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The City of Thomasville shall comply with information requests, on-site compliance reviews, and reporting requirements.
2. The City of Thomasville shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin (including limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome. The City of Thomasville shall inform the Treasury if it has received no complaints under Title VI.
3. Any person who believes they have been aggrieved by a discriminatory practice under Title VI has a right to file a formal complaint with the Treasury. Any such complaint must be in writing and filed with the Treasury's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence.
4. Any person who believes that because of that person's race, color, national origin, limited English proficiency, familial status, sex, age, religion, or disability that he/she/they have been discriminated against or unfairly treated by the City of Thomasville in violation of this policy should contact the following office within 180 days from the date of the alleged discriminatory occurrence:
  - a. The Human Resources Director will be the person charged with overseeing any complaints received by the City of Thomasville related to alleged discriminatory violations of this policy.

ADOPTED this 18th day of April, 2022

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Mayor

ATTEST:

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City Clerk



**Record Retention Policy: Documents Created or Maintained Pursuant to the  
ARP/CSLFRF Award**

**Retention of Records:** The Coronavirus Local Fiscal Recovery Funds (“CSLFRF”) [Award Terms and Conditions](#) and the [Compliance and Reporting Guidance](#) set forth the U.S. Department of Treasury’s (“Treasury”) record retention requirements for the ARP/CSLFRF award.

It is the policy of the City of Thomasville to follow Treasury’s record retention requirements as it expends CSLFRF pursuant to the APR/CSLFRF award. Accordingly, the City of Thomasville agrees to the following:

- Retain all financial and programmatic records related to the use and expenditure of CSLFRF pursuant to the ARP/CSLFRF award for a period of five (5) years after all CLFRF funds have been expended or returned to Treasury, whichever is later.
- Retain records for real property and equipment acquired with CSLFRF for five years after final disposition.
- Ensure that the financial and programmatic records retained sufficiently evidence compliance with section 603(c) of the Social Security Act “ARPA,” Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- Allow the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the right of right of timely and unrestricted access to any records for the purpose of audits or other investigations.
- If any litigation, claim, or audit is started before the expiration of the 5-year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

**Covered Records:** For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence the City of Thomasville’s expenditure of CSLFRF funds on eligible projects, programs, or activities pursuant to the ARP/CSLFRF award.

Records that shall be retained pursuant to this policy include, but are not limited to, the following:

- Financial statements and accounting records evidencing expenditures of CSLFRF for eligible projects, programs, or activities.

- Documentation of rationale to support a particular expenditure of CSLFRF (e.g., expenditure constitutes a general government service);
- Documentation of administrative costs charged to the ARP/CSLFRF award;
- Procurement documents evidencing the significant history of a procurement, including, at a minimum, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract cost or price;
- Subaward agreements and documentation of subrecipient monitoring;
- Documentation evidencing compliance with the Uniform Guidance property management standards set forth in 2 C.F.R. §§ 200.310-316 and 200.329;
- Personnel and payroll records for full-time and part-time employees compensated with CSLFRF, including time and effort reports; and
- Indirect cost rate proposals

**Storage:** City of Thomasville's records must be stored in a safe, secure, and accessible manner. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

**Departmental Responsibilities:** Any department or unit of City of Thomasville, and its employees, who are responsible for creating or maintaining the covered documents in this policy shall comply with the terms of this policy. Failure to do so may subject the City of Thomasville to civil and/or criminal liability. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary sanctions, including suspension or termination.

The City Clerk is responsible for identifying the documents that City of Thomasville must or should retain and arrange for the proper storage and retrieval of records. The City Clerk shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

**Reporting Policy Violations:** The City of Thomasville is committed to enforcing this policy as it applies to all forms of records. Any employee that suspects the terms of this policy have been violated shall report the incident immediately to that employee's supervisor. If an employee is not comfortable bringing the matter up with the supervisor, the employee may bring the matter to the attention of the City Clerk. The City of Thomasville prohibits, any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

**Questions About the Policy:** Any questions about this policy should be referred to Wendy Martin, City Clerk at [Wendy.Martin@thomasville-nc.gov](mailto:Wendy.Martin@thomasville-nc.gov), who is in charge of administering, enforcing, and updating this policy.

## RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of a wastewater treatment works, and
- WHEREAS, The City of Thomasville has need for and intends to construct a wastewater treatment works project described as the installation of a centrifuge and all associated appurtenances, and
- WHEREAS, The City of Thomasville intends to request State grant assistance for the project,

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

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

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

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

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

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

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

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2022 at Thomasville, North Carolina.

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Raleigh York, Jr., Mayor

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting City Clerk of the City of Thomasville does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City of Thomasville City Council duly held on the \_\_\_\_ day of \_\_\_\_\_, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2022.

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Wendy S. Martin, City Clerk

## RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of a drinking water distribution system, and
- WHEREAS, The City of Thomasville has need for and intends to construct a drinking water distribution system project described as the 2021 Waterline Replacement Project involving the replacement of existing 2-inch diameter galvanized waterlines with approximately 17,500 LF of new 6-inch diameter ductile iron pipe waterlines, and
- WHEREAS, The City of Thomasville intends to request State loan and/or grant assistance for the project,

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

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

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

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

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

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

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

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

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2022 at Thomasville, North Carolina.

---

Raleigh York, Jr., Mayor

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting City Clerk of the City of Thomasville does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City of Thomasville City Council duly held on the \_\_\_\_ day of \_\_\_\_\_, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2022.

---

Wendy S. Martin, City Clerk



## RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of studies of drinking water distribution system, and
- WHEREAS, The City of Thomasville has need for and intends to conduct a study on a water distribution system described as an Asset and Inventory Assessment of the water distribution system to aid the City of Thomasville in becoming more viable and to take a more proactive approach to the management and financing of the water distribution system, and
- WHEREAS, The City of Thomasville intends to request State AIA grant assistance for the project,

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

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

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

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

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

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

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

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2022 at Thomasville, North Carolina.

---

Raleigh York, Jr., Mayor

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting City Clerk of the City of Thomasville does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City of Thomasville City Council duly held on the \_\_\_\_ day of \_\_\_\_\_, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2022.

---

Wendy S. Martin, City Clerk

## RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of studies of wastewater collection system, and
- WHEREAS, The City of Thomasville has need for and intends to conduct a study on a wastewater collection system described as an Asset and Inventory Assessment of the wastewater collection system to aid the City of Thomasville in becoming more viable and to take a more proactive approach to the management and financing of the wastewater collection system, and
- WHEREAS, The City of Thomasville intends to request State AIA grant assistance for the project,

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

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

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

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

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

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

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

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2022 at Thomasville, North Carolina.

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Raleigh York, Jr., Mayor

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting City Clerk of the City of Thomasville does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City of Thomasville City Council duly held on the \_\_\_\_ day of \_\_\_\_\_, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2022.

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Wendy S. Martin, City Clerk

## RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction and studies of drinking water distribution system and wastewater collections system projects, and
- WHEREAS, The City of Thomasville has need for and intends to construct a wastewater collection system project described as the replacement and expansion of aging infrastructure. The wastewater collection project that is mentioned above is the Rains Road Pump Station and Forcemain Replacement project. The named project is a part of the City of Thomasville Capital Improvements Project Plan.
- WHEREAS, The City of Thomasville intends to request State grant assistance for the projects.

### Now therefore be it resolved, by the City Council of the City of Thomasville:

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

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

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

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

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

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

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

Adopted this the 18<sup>th</sup> of April 2022 at Ball Park Community Center, Thomasville, North Carolina.

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(Signature of Chief Executive Officer)

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(Title)

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting City Clerk of the City of Thomasville does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City of Thomasville City Council duly held on the \_\_\_\_ day of April, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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(Signature of Recording Officer)

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(Title of Recording Officer)



**City of Thomasville**

# Budget Amendment

**To:** City Manager  
**From:** Finance Director  
**Date:** 3/31/2022 *TA*  
**Re:** 2021-2022 General Fund Budget Amendment

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This General Fund budget amendment appropriates the city's contribution to the BrassCraft Manufacturing-Project Viceroy CDBG grant project.

GENERAL FUND

## DECREASE APPROPRIATION

010-9010-505-58-00	Contingency	\$25,000.00
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## INCREASE APPROPRIATION

010-4110-512-90-65	Contribution to CDBG	\$25,000.00
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CITY OF THOMASVILLE  
Grant Project Ordinance

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

Section 1. The project authorized is the BrassCraft Manufacturing/Project Viceroy CDBG Grant Project described in the work statement contained in the Grant Agreement between this unit and the North Carolina Department of Commerce and the budget contained herein.

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

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

065-9215-322-0507	CDBG Building Reuse Grant	\$500,000.00
065-9215-390-0100	City of Thomasville	\$ 25,000.00
Total		\$525,000.00

Section 4. The following expenditures are anticipated to be available to complete this project:

065-9215-524-7300	Construction Rehabilitation	\$525,000.00
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Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreements and federal and state regulations.

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

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

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

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

ADOPTED this 18<sup>th</sup> day of April, 2022

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Mayor

ATTEST:

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City Clerk

Rural Economic Development Grant Agreement, Private Owner  
**BUILDING REUSE PROGRAM**

2022-086-3201-2587

The North Carolina Department of Commerce ("Commerce"), an agency of the State of North Carolina ("State"), enters into this Rural Economic Development Grant Agreement ("Grant Agreement") with the City of Thomasville (the "Governmental Unit" and, together with Commerce, the "Parties").

WHEREAS, the North Carolina General Assembly ("General Assembly") has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority ("Rural Authority") to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement's Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality ("Waiver")), the Rural Authority has approved a grant (the "Grant") to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that Thomas Mfg Co Inc of Thomasville (the "Owner") owns certain real property located at:

1024 Randolph St  
 Thomasville, NC 27360

in Davidson County, North Carolina (the "Property"); (3) based on Commerce's Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the "Project," as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

Rural Economic Development Grant Agreement, Private Owner  
**BUILDING REUSE PROGRAM**

2022-086-3201-2587

1. Scope of Program/Agreements to be Executed.

- (a). As conditions of the Grant Agreement:
  - i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
  - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment ("LBC") in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
  - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
  - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs ("New Jobs") to complete the Project as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality ("Waiver"), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit's rights of access, review or monitoring and Commerce's rights as a third-party beneficiary thereunder.
- (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.
- (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.

Rural Economic Development Grant Agreement, Private Owner  
**BUILDING REUSE PROGRAM**

2022-086-3201-2587

- (e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- 2. Changes in the Project or Other Conditions.
  - (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.  

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.
  - (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.
- 3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on 2/17/2022 ("Effective Date") and shall terminate on 2/17/2024 unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.
- 4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed \$500,000.00 for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the



Rural Economic Development Grant Agreement, Private Owner  
**BUILDING REUSE PROGRAM**

2022-086-3201-2587

Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. **Independent Status of the Governmental Unit.**

- (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
- (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

6. **Method of Payment.** Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.

7. **Obligation of Funds.** The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.

8. **Project Records.**

- (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.

Rural Economic Development Grant Agreement, Private Owner  
**BUILDING REUSE PROGRAM**

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- (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.
- (b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S. §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit

Rural Economic Development Grant Agreement, Private Owner  
**BUILDING REUSE PROGRAM**

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shall ensure that the Owner and any Business provide the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination: Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

- 11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in

connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:
- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
  - (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
  - (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
  - (d). The Governmental Unit is solvent.
  - (e). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.



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**BUILDING REUSE PROGRAM**

2022-086-3201-2587

- (f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.
- (b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- (c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan

funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

**14. Additional Repayment Requirements and Remedies.**

- (a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

- 15. **No Waiver by the State.** Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
- 16. **Waiver of Objections to Timeliness of Legal Action.** The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.



17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.
18. Special Provisions and Conditions.
  - (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
  - (b). Conflict of Interest. The Governmental Unit shall adopt and keep on file, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
  - (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.
  - (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

Rural Economic Development Grant Agreement, Private Owner  
**BUILDING REUSE PROGRAM**

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- (e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce:   Attn: **Hazel Edmond**  
 Program Manager  
 North Carolina Department of Commerce  
 Rural Economic Development Division  
 301 North Wilmington Street  
 4346 Mail Service Center  
 Raleigh, North Carolina 27699-4346

If to the Governmental Unit:                   Attn: **The Honorable Raleigh York**  
 Mayor  
 City of Thomasville  
 PO Box 368  
 Thomasville, NC 27361-0368

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

Rural Economic Development Grant Agreement, Private Owner  
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20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.
21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

Rural Economic Development Grant Agreement, Private Owner  
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24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

City of Thomasville

Signature:

*Raleigh York, Jr.*

Printed Name:

Raleigh York, Jr.

Title:

Mayor

Date:

2/24/2022



North Carolina Department of Commerce

Signature:

*Kenny Flowers*

[SEAL]

Printed Name:

Kenny Flowers

Title:

Assistant Secretary for Rural Economic Development

Date:

2/23/2022

**BUILDING REUSE PROGRAM - Existing Business Building**  
 City of Thomasville  
 BrassCraft Manufacturing/Project Viceroy

2022-086-3201-2587

### **EXHIBIT A SCOPE OF PROJECT**

Summary: The project will support the renovation of a 157,470 SF building located at 1024 Randolph Street. The building was constructed in 1965. BrassCraft Manufacturing is a manufacturer and distributor of a variety of plumbing products for new construction, repair, and remodel in the US and international markets.

### **EXHIBIT B PAYMENT SCHEDULE**

**Eligible Expenditures:**

**Vacant Building Category:** within the existing building footprint

**Existing Business Building Category:** within the existing building and/or additions

**Rural Health Care Category:** within the existing building, additions and/or new construction

Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, refrigeration equipment, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

Any company in which any project partner has an ownership or management interest in may act as a contractor for the renovation project only if the company holds a valid NC General Contractors license. The relationship must have been disclosed to the Rural Development Division and a copy of the company's license must have been included in the application. Licensed contracting companies owned or operated by any project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services and subcontracted work plus proof that those invoices have been paid in full.

**Reimbursement Requirements:**

The Department of Commerce will reimburse 50% of eligible expenditures up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Copies of eligible project invoices that support the request amount,
3. Evidence that the invoices submitted for reimbursement have been paid-in-full. Evidence may include copies cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid with cash and those not paid in full will not be reimbursed, and
4. Satisfaction of reporting requirements according to Exhibit C below.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.

**BUILDING REUSE PROGRAM - Existing Business Building**  
 City of Thomasville  
 BrassCraft Manufacturing/Project Viceroy

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### **EXHIBIT C REPORTING SCHEDULE**

Progress reports are due on January 15<sup>th</sup> and July 15<sup>th</sup> for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

**Failure to submit progress reports as required:**

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by The Department of Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

### **EXHIBIT D JOB VERIFICATION AND CLOSE OUT REQUIREMENTS**

Building Reuse and Rural Health Care loans are eligible for forgiveness once the creation and maintenance of the full-time jobs committed for the project, as well as, all reporting requirements are approved by Commerce. Below are the requirements and procedure for approval.

**Job Verification**

To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.

**Grantees should submit the following as evidence of job creation and maintenance:**

1. **Job Certification Form**—both the grantee and the participating business are required to complete respective sections of this form that attests to the creation of the number of jobs full-time jobs committed to receive the grant. The form must be signed by the authorized representatives of the local government grantee and the participating business.
2. **NCUI 101 Forms**—The grantee should submit copies of each company's *Employer's Quarterly Tax and Wage Report* (NCUI 101 forms) that have been submitted to the North Carolina Employment Security Commission according to the requirements below.
  - NCUI 101 Forms should be submitted to Commerce.
  - The forms must include the appropriate number of quarters to show that the company maintained the required employment level for six-consecutive months.
  - The employment level reported must meet or exceed the baseline number of employees reported at the time of the application plus the number of new, full-time jobs committed for the grant.
  - The jobs created and the baseline must be maintained concurrently during the same six-month period.
  - If the NCUI 101 forms include employees from other locations in North Carolina, the names of the employees working in the grant funded project facility should be highlighted, and a multi-site report should be provided.
  - If the NCUI 101 forms include both full and part-time employees an "f" should be written next to the name of each full-time employee and a "p" should be written next to the name of each part-time employee.
3. **Final Report**—the grantee must submit the Final Report Form that describes the activities and outcomes of the project.
4. **Photos**—the grantee must submit digital photos that show a variety of views of the completed project.

All forms, including reporting and request for payment, can be found on the Commerce website at <http://www.nccommerce.com/rep>. Email completed forms and reports to [repreports@nccommerce.com](mailto:repreports@nccommerce.com).



Rural Economic Development Loan Agreement and  
 Legally Binding Commitment, Private Owner  
**BUILDING REUSE PROGRAM**

**EXHIBIT E**

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**City of Thomasville** (the "Governmental Unit") enters into this Loan Agreement and Legally Binding Commitment (the "LBC," including the "Loan," defined below with **Thomas Mfg Co Inc of Thomasville** (the "Owner" and, together with the Governmental Unit, the "Parties").

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the "Rural Authority") of the State of North Carolina ("State") has awarded a grant (the "Grant") to the Governmental Unit, and the North Carolina Department of Commerce ("Commerce"), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the "Grant Agreement") between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality ("Waiver")); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

1024 Randolph St  
 Thomasville, NC 27360

in **Davidson County**, North Carolina (the "Property"); (3) based on Commerce's Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the "Project," as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

1. **Third-Party Beneficiary.** The Parties agree that the State (including, without limitation, Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

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2. Loan.

- (a) The Governmental Unit hereby loans to the Owner the sum of **\$500,000.00** (the "Loan"), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
- (b) As conditions of receiving the Loan:
  - i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
  - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
  - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
- (c) The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.

- (a) New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A "New Job" shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the 123 full-time jobs in North Carolina ("Baseline Number") that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **72** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.

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- (b). Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.
4. Changes in the Project or Other Conditions.
- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.
5. Term of LBC. The effective period of this LBC shall commence 2/17/2022 ("Effective Date") and shall terminate 2/17/2024 unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.
6. Independent Status of the Governmental Unit.
- (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into

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employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.

- (b). The Owner and any third party (including, without limitation, any Business) shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Owner and any third parties (including, without limitation, any Business) shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project. All expenses incurred by the Owner or any third party (including, without limitation, any Business) are their sole responsibilities, and neither the Governmental Unit nor the State (including, without limitation, Commerce and the Rural Authority) shall be liable for the payment of any obligations incurred in the performance of the Project.

7. Project Records.

- (a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

- 8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any Business to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal



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monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. **Termination; Availability of Funds.**

- (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. **Liabilities and Loss.** The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the

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Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. **Owner Representations and Warranties.** The Owner hereby represents and warrants that:
- (a). The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
  - (b). This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
  - (c). The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
  - (d). There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
  - (e). Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
  - (f). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.



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- (g). The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.
  - (h). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.
12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.
- (a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.
  - (b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
  - (c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
  - (d). Notwithstanding the foregoing and wherever referred to in this LBC, "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the

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circumstances for the period of time described in Paragraph 22 below.

13. **Additional Repayment Requirements and Remedies.**

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
  - i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) \$6,944.44 (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
  - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
  - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.

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- (c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project (including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.
14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
- (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
  - (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
  - (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
  - (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

Rural Economic Development Loan Agreement and  
 Legally Binding Commitment, Private Owner  
**BUILDING REUSE PROGRAM**

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2022-086-3201-2587

17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the Governmental Unit:

Attn: Raleigh York, Jr., Mayor

City of Thomasville

10 Salem Street

Thomasville, NC 27360

To the Owner:

Attn: Wanda Richardson

Brass Craft Manufacturing Co.

39600 Orchard Hill Place

Novi, MI 48375

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

18. Entire Agreement. This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.
19. Execution. This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC which shall be sufficiently evidenced by one of such original counterparts.
20. Construction. This LBC shall be construed and governed by the laws of the State of North Carolina.
21. Severability. Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.



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 Legally Binding Commitment, Private Owner  
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22. Force Majeure. If (a) during the Grant Term the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

Governmental Unit Name: City of Thomasville

Signature: Raleigh York, Jr.

Printed Name: Raleigh York, Jr.

Title: Mayor



Owner Name: Brass Craft Manufacturing Company

Signature: Wanda Richardson [SEAL]

Printed Name: Wanda Richardson

Title: Director of Manufacturing Operations

Promissory Note, Private Owner  
**BUILDING REUSE PROGRAM**

**EXHIBIT F**

**2022-086-3201-2587**

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number 2022-086-3201-2587 (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender the City of Thomasville or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including \$500,000.00 Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:

1024 Randolph St  
Thomasville, NC 27360

in Davidson County, North Carolina (the “Property”); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a “Project”; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the “Business” must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys’ fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.



Promissory Note, Private Owner  
**BUILDING REUSE PROGRAM**

**EXHIBIT F**

2022-086-3201-2587

The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner ("First Demand") in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand ("Second Demand") to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31<sup>st</sup> day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

Promissory Note, Private Owner  
**BUILDING REUSE PROGRAM**

**EXHIBIT F**

2022-086-3201-2587

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVIDUALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: \_\_\_\_\_, 20 \_\_\_\_\_

If by Individual: \_\_\_\_\_

Signature: \_\_\_\_\_ [SEAL]

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

Dated as of: March 22, 20 22

If by Entity: BrassCraft Manufacturing Co.

Signature: Wanda R. [Signature] [SEAL]

Printed Name: Wanda Richardson

Limited Waiver of Confidentiality  
Unemployment Tax and Wage Records  
BUILDING REUSE PROGRAM

EXHIBIT G

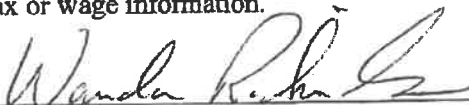
2022-086-3201-2587

Name of Taxpayer Brass Craft Manufacturing Co.  
Address: 39600 Orchard Hill Place  
City: Norvi State: MI Zip: 48975 Phone: 336 474-6022  
NC Unemployment Insurance Acct #: 02-10-1780 Fed Tax ID #: 38-1255557

I hereby waive any right to confidentiality, as found in N.C.G.S. 96-4 or otherwise, for the limited purpose of authorizing disclosure of certain information contained in the quarterly unemployment insurance tax records of the above-named taxpayer (hereinafter, "Company") filed with the Division of Employment Security ("DES") of the North Carolina Department of Commerce to the City of Thomasville ("Governmental Unit") and to the employees of the Rural Economic Division of the North Carolina Department of Commerce ("Rural Division") and members of the North Carolina Rural Infrastructure Authority ("Rural Authority") for the limited purpose of evaluating the issuance of and, in the event of such issuance, administering and ensuring compliance with, a grant and loan pursuant to N.C.G.S. 143B-472.127 and .128.

I recognize that DES is authorized to provide this information to the public officials of the Governmental Unit, the Rural Division and the Rural Authority in the performance of their public duties and that the verification of employment information for the purpose of administering the grant and loan at issue is within the scope of the public duties of the Governmental Unit, the Rural Division and the Rural Authority. I hereby authorize DES to disclose information contained in the Company's quarterly unemployment insurance tax records (the NCUI-101 or successor form) to the Governmental Unit, the Rural Division and/or the Authority for these purposes.

I recognize that unemployment insurance tax information provided in the aggregate to DES and disclosed to the Governmental Unit, the Rural Division and/or the Authority, and the Company's aggregated tax and wage information provided to or otherwise in possession of the Governmental Unit, the Rural Division and/or the Authority, may be treated as public information. This waiver is not intended to release the Governmental Unit, the Rural Division and/or the Authority from any obligation they may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee's line item unemployment insurance tax or other tax or wage information.



Signature Chief Financial Officer or Other Authorized Company Official

Wanda Richardson, Director of Manufacturing  
Print Name Title Operations

Deed of Trust Documentation  
BUILDING REUSE PROGRAM

## EXHIBIT H

2022-086-3201-2587

The Department of Commerce strongly encourages, but does not require, the Governmental Unit secure the funds loaned to the property owner, Thomas Mfg Co Inc of Thomasville, with a Deed of Trust on the property.

Please check the appropriate box below indicating the intention of the Governmental Unit:

- ☐ The Governmental Unit will secure the funds with a Deed of Trust listing the City of Thomasville as the beneficiary in the amount of \$500,000.00.
- ☒ The City of Thomasville ("Governmental Unit") has elected NOT to secure with a deed of trust on the subject property the \$500,000.00 in grant funds awarded by the North Carolina Department of Commerce ("Commerce") for a building reuse grant. Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner's failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

Please fill in the box below:

Governmental Unit Name:	<u>City of Thomasville</u>
By (Signature):	<u>Raleigh York, Jr.</u>
Printed Name:	<u>Raleigh York, Jr.</u>
Title:	<u>Mayor</u>
Date:	<u>2/24/2022</u>

## CITY OF THOMASVILLE, NC

## RESOLUTION NO. \_\_\_\_\_

**RESOLUTION REQUESTING LOCAL LEGISLATION OF THE N.C. GENERAL  
ASSEMBLY CONSIDER AMENDING THE APPOINTMENT PROCESS FOR THE  
THOMASVILLE CITY SCHOOL BOARD FROM  
APPOINTED MEMBERS TO ELECTED MEMBERS**

**WHEREAS**, the Thomasville City School Administrative Unit was established in 1965 pursuant to Chapter 26, Session Laws by North Carolina, with amendments having been made on numerous occasions by the North Carolina Legislature; and

**WHEREAS**, the City of Thomasville appoints all (5) five members of the Thomasville City Schools Board of Education; and

**WHEREAS**, the Thomasville City Schools Board of Education is one of two Boards of Education within North Carolina whereby members are appointed by the local municipal Council compared to 113 Boards of Education within North Carolina whereby members are elected by the voters within the school's attendance area during the May primary or November general elections; and

**WHEREAS**, the Thomasville City Council recognizes the importance of the citizens and parents ability to have a say in the election of the representatives on the Thomasville City Schools Board of Education, and therefore, respectfully request that the appointment process of the Thomasville City Schools Board of Education be amended to relinquish the appointing duties of the Thomasville City Council and instead allow for the members to be elected by the citizens in accordance with provisions of law relating to such election and in accordance with the laws governing general elections in the State of North Carolina as the same shall be applicable; and

**WHEREAS**, the Thomasville City Council recommends members of the Thomasville City Schools Board of Education be elected based on four-year terms, with initial elections having two (2) members elected for a term of two (2) years and three (3) members elected for a term of four (4) years; no member shall serve more than two (2) consecutive full terms without an intervening period of four (4) years; and appointments for an unexpired portion of a term shall not be considered as a full term appointment;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Thomasville requests that the local legislation of the N.C. General Assembly consider amending the appointment process of the Thomasville City Schools Board of Education from appointed members to elected members consisting of five (5) members elected from citizens who reside inside the City limits; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the City Council of the City of Thomasville recommends the Thomasville City Schools Board of Education election process be based on four-year terms, with initial elections having two (2) members elected for a term of two (2) years and three (3) members elected for a term of four (4) years; no member shall serve more than two (2) consecutive full terms without an intervening period of four (4) years; and appointments for an unexpired portion of a term shall not be considered as a full term appointment. The first election shall take place November 7, 2023.

Adopted this the 18<sup>th</sup> day of April, 2022.

CITY OF THOMASVILLE

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

Raleigh York, Jr., Mayor

[SEAL]

Attest: \_\_\_\_\_

Wendy S. Martin, City Clerk