

THOMASVILLE CITY COUNCIL MEETING AGENDA

Monday, April 15, 2024 – 6:00 P.M.

20 Stadium Drive, Thomasville, NC 27360

Mayor Raleigh York, Jr. ~ Mayor *Pro Tem* JacQuez Johnson

1. Call to Order
2. Additions and Deletions to the Agenda
3. Public Forum Please sign up in person to speak for two minutes on any topic. *The two-minute time limit will be enforced.*
4. Recognitions and Presentations
 - A. Recognition of the passing of Councilman Ronald “Ron” Solicitor Bratton
 - B. Proclamation: Public Health Month
5. Public Hearings
 - A. Consideration of Ordinance to Close the Alley on Clay Street
6. Consent Agenda
 - A. Consideration of Approval of Minutes – Briefing Meeting on March 11, 2024
 - B. Consideration of Approval of Minutes – Council Meeting on March 18, 2024
 - C. Consideration of Resolution of Support for 2024 NC Accessible Parks Grant Program
 - D. Consideration of Budget Amendment 2024-P10-01
 - E. Consideration of Water Plant Operator Trainee/Apprentice Training and Employment Agreement
 - F. Consideration of Contract with NC Rural Water Association Apprentice Program
 - G. Consideration of Approval of Amendments to Appendix A of the Thomasville Personnel Policy:
 - i. Water/Sewer Plant Trainee/Apprentice
 - ii. GIS Analyst
 - iii. Underground Utility Locator
 - iv. Deputy City Manager (title change only)
 - H. Consideration of Revisions to Police Trainee Contract
7. Regular Agenda
 - A. Consideration of Restructuring and Reclassifying the following PD Positions:
 - i. Major to Police Officer 1
 - ii. Lieutenant (Community Liaison) to Captain of Support and Community Service Bureau

- B. Consideration of Approval of Contract with WithersRavenel for Sewer AIA Engineering Services in the Amount of \$400,000
- C. Consideration of Resolution Directing City Clerk to Investigate Sufficiency of Petition for Voluntary Annexation
- D. Consideration of Appointment of New City Council Member to Fill Unexpired Term of Ronald Bratton
- 8. Committee Reports and Appointments, Mayor's Report and Appointments, City Manager's Report, City Attorney's Report
- 9. Additional Items
- 10. Adjournment

Proclamation

PUBLIC HEALTH MONTH

April 2024

WHEREAS, the Davidson County Health Department has served the community for more than 100 years and has provided immeasurable contributions to enhancing the quality of life for our residents; and

WHEREAS, public health programs have evolved over the past century from a focus on sanitation and controlling the spread of infectious diseases to now also preventing the onset of chronic diseases; and

WHEREAS, the significant increase in life expectancy is widely credited to improvements in public health programs; and

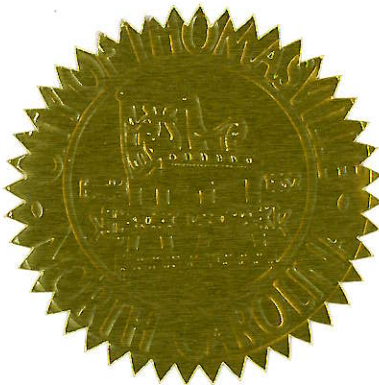
WHEREAS, public health promotes improved lifestyles by providing services and supporting policies to help young people stay well and develop into healthy adults;

NOW, THEREFORE, BE IT RESOLVED that I, Raleigh York, Jr., Mayor of the City of Thomasville do hereby proclaim the month of April 2024 as

PUBLIC HEALTH MONTH

and encourage all citizens of Thomasville to take steps to protect and promote the health and wellbeing of their families by making healthy personal lifestyle choices and seeking regular preventive health care.

This the 15th day of April, 2024.



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



*Resolution in Remembrance of Ronald “Ron” Solicitor Bratton
July 3, 1952 – March 29, 2024*

Whereas, City Council Member, and former Police Chief, Ronald Solicitor Bratton, went home to be with his Lord and Savior on March 29, 2024, and,

Whereas, Ronald Bratton lived his entire life in service to the citizens of Thomasville, North Carolina, and,

Whereas, Ronald Bratton served as a Thomasville Police Officer from 1974 until his retirement in 2009, and

Whereas, in 1981 he became the first African-American sergeant of the Police Department. Going on the break other color barriers to become the first African-American Police Chief in 2006, and

Whereas, On May 17, 1990, Ronald Bratton's courage and quick thinking were put to the ultimate test when he faced a dangerous situation at the Home Savings and Loan on West Guilford Street. Despite the perilous circumstances, Bratton's decisive actions led to the disarmament of an armed robber, saving the life of a hostage. He was awarded the Department's Silver Star for his bravery and garnered national attention, with his heroic actions featured on television shows across the United States, and,

Whereas, after serving more than thirty-five years in the Thomasville Police Department, Ronald Bratton retired with distinction, being awarded the Order of the Long Leaf Pine for service to the people of North Carolina by Governor Beverly Purdue, and,

Whereas, in 2009 he was elected to the first of multiple terms of office on the Thomasville City Council serving until his death. While on the Council, he was instrumental in supporting the construction of the new Police Station (2020) and the new Community & Aquatic Center (2024). His support for the City staff, the community, and especially the children of the City, was appreciated and evident by his actions, and,

Now, Therefore, I, Raleigh York, Jr., Mayor of Thomasville, North Carolina, do declare May 14, 2024 as **Ronald “Ron” Solicitor Bratton Day** in Thomasville, North Carolina in appreciation of the life and service of Ronald Bratton. And, as Ronald Bratton's journey of service ends, the community at large are forever grateful for his sacrifice, his leadership, and his unwavering commitment to excellence. His legacy will continue to inspire future generations, serving as a testament to the power of courage, compassion, and community service.

Adopted this the 15th day of April, 2024.

[SEAL]

CITY OF THOMASVILLE

By: _____

Raleigh York, Jr., Mayor

Attest: _____

Wendy S. Martin, City Clerk

ORDINANCE

TO CLOSE THE ALLEY ON CLAY STREET, THOMASVILLE, NORTH CAROLINA

WHEREAS, a Petition to close the Alley on Clay Street in Thomasville, North Carolina, has been filed by Milton Pena Pacheco and Elizabeth Pena Solis, owners of property adjoining the alley on Clay Street; and

WHEREAS, the closure of said alley would not be contrary to the public interest, and no individual owning property in the vicinity of said alley would be deprived of a reasonable means of ingress and egress to his or her property; and

WHEREAS, the Thomasville City Council met in regular session on March 18, 2024, and adopted a Resolution calling for a public hearing for the purpose of considering a petition for the closure of the Alley on Clay Street, as shown on a plat entitled "Alley Closure Survey" for Milton Ernesto Pena Pacheco and Elizabeth Fabiola Pena Solis. This plat was prepared by Survey Carolina, PLLC on February 19, 2024 and was Job Number 14519.

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 High Point Enterprise on March 21, 2024, March 28, 2024, April 4, 2024 and April 11, 2024.

IT IS THEREFORE ORDERED AS FOLLOWS:

That the above-referenced Clay Street Alley is hereby permanently closed, said alley being a tract or parcel of land situated in Thomasville, Davidson County, North Carolina and being described as follows:

Beginning at a point not set in the Norther right-of-way line of Clay Street, said point being N 89° 57' 33" E 2.57' from an existing right-of-way monument, said monument having North Carolina NAD 83 Ground Coordinates (Combined Factor 0.99989229) of Northing 777,083.11, Easting 1,674,507.23; Running thence from the point not set N 03° 22' 33" E a distance of 147.69' to a point not set; Thence N 03° 22' 33" E a distance of 52.60' to a point not set; Thence S 77° 37' 29" E a distance of 9.11' to a point not set; Thence S 03° 22' 33" W a distance of 51.04' to a point not set; Thence S 03° 22' 33" W a distance of 147.29' to a point not set; Thence S 89° 57' 33" W a distance of 9.02' to a point not set; Which is the point of beginning, having an area of 0.041 Acres (1,793 Sq. Ft.), as shown on a plat entitled "Alley Closure Survey" for Milton Ernesto Pena Pacheco and Elizabeth Fabiola Pena Solis. This plat was prepared by Survey Carolina, PLLC on February 19, 2024 and was Job Number 14519.

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 15th day of April, 2024.

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, 2024.

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 THE ALLEY ON CLAY STREET**

A Petition having been filed with the City Council of the City of Thomasville, North Carolina by Milton Pena Pacheco and Elizabeth Pena Solis, requesting the City to close the alley on Clay Street at the following location:

Beginning at a point not set in the Norther right-of-way line of Clay Street, said point being N 89° 57' 33" E 2.57' from an existing right-of-way monument, said monument having North Carolina NAD 83 Ground Coordinates (Combined Factor 0.99989229) of Northing 777,083.11, Easting 1,674,507.23; Running thence from the point not set N 03° 22' 33" E a distance of 147.69' to a point not set; Thence N 03° 22' 33" E a distance of 52.60' to a point not set; Thence S 77° 37' 29" E a distance of 9.11' to a point not set; Thence S 03° 22' 33" W a distance of 51.04' to a point not set; Thence S 03° 22' 33" W a distance of 147.29' to a point not set; Thence S 89° 57' 33" W a distance of 9.02' to a point not set; Which is the point of beginning, having an area of 0.041 Acres (1,793 Sq. Ft.) as shown as "Alleyway To Be Closed" on that plat entitled "Survey For: Milton Ernesto Pena Pacheco Elizabeth Fabiola Pena Solis" Prepared by Survey Carolina, PLLC dated January 5, 2024, Job Number 14519

It further appearing that Petitioners are owners of adjacent property; and

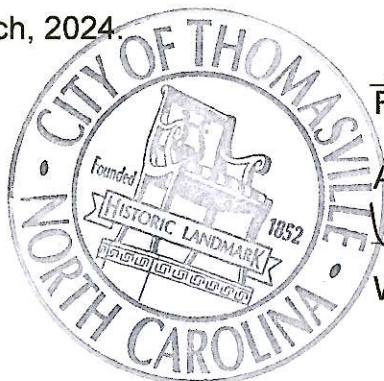
It further appearing that the closing of the alley would deny access to no one. The closing of said alley is not adverse to the public interest; and

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 City Council Meeting at 20 Stadium Drive, Thomasville, North Carolina at 6:00 P.M. on Monday, April 15, 2024 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 alley on Clay Street who did not join in the Petition for the Alley 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 18th day of March, 2024.




Raleigh York, Jr., Mayor

ATTEST:


Wendy S. Martin, City Clerk

NORTH CAROLINA)
)
DAVIDSON COUNTY)

PETITION TO CLOSE

Ally on clay St STREET

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

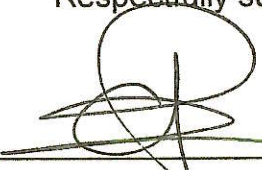
The undersigned Petitioners do hereby respectfully petition the City Council of the City of Thomasville, North Carolina to close a street in the City of Thomasville known as all of Ally on clay St Street as shown in Plat Book PB 1 Page 87.

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 Ally on clay St Street located in the City of Thomasville as described above, reserving easements for any/all utilities that exist at the time of closure.

Respectfully submitted this 16 day of November 2023



(SEAL)

(SEAL)



(SEAL)

(SEAL)

(SEAL)

(SEAL)

Description

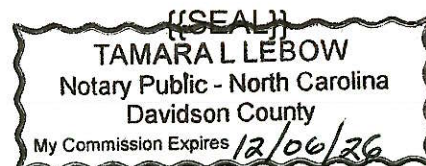
Beginning at a point not set in the Northern right-of-way line of Clay Street, said point being N 89° 57' 33" E 2.57' from an existing right-of-way monument, said monument having North Carolina NAD 83 Ground Coordinates (Combined Factor 0.99989229) of Northing 777,083.11, Easting 1,674,507.23; Running thence from the point not set N 03° 22' 33" E a distance of 147.69' to a point not set; Thence N 03° 22' 33" E a distance of 52.60' to a point not set; Thence S 77° 37' 29" E a distance of 9.11' to a point not set; Thence S 03° 22' 33" W a distance of 51.04' to a point not set; Thence S 03° 22' 33" W a distance of 147.29' to a point not set; Thence S 89° 57' 33" W a distance of 9.02' to a point not set; Which is the point of beginning, having an area of 0.041 Acres (1,793 Sq. Ft.) as shown as "Alleyway To Be Closed" on that plat entitled "Survey For: Milton Ernesto Pena Pancheco Elizabeth Fabiola Pena Solis" Prepared by Survey Carolina, PLLC dated January 5, 2024, Job Number 14519.

STATE OF NORTH CAROLINA
DAVIDSON COUNTY

I, Tamara L. Lebow, a Notary Public of
Davidson County, North Carolina, do hereby certify that
Elizabeth Pena Solis personally appeared before me this day and
acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 16th day of November, 2023.

Tamara L. Lebow
Notary Public
My Commission Expires: 12/06/26

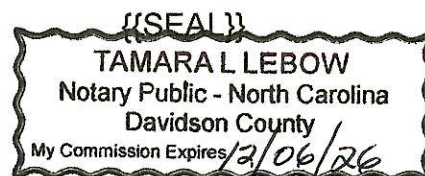


STATE OF NORTH CAROLINA
DAVIDSON COUNTY

I, Tamara L. Lebow, a Notary Public of
Davidson County, North Carolina, do hereby certify that
Milton Pena Pacheco personally appeared before me this day and
acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 16th day of November, 2023.

Tamara L. Lebow
Notary Public
My Commission Expires: 12/06/26



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}}

CITY OF THOMASVILLE
*** CUSTOMER RECEIPT ***

Batch ID: TLL 11/17/23 01 Receipt no: 41631

Type	SvcCd	Description	Amount
ZF		ZONING FEES	
	Qty	1.00	\$831.00

ROAD CLOSURE REQUEST
MILTON & ELIZABETH PENA
ALLEY CLOSURE ON CLAY ST

Tender detail
CK Ref#: 429 \$831.00
Total tendered: \$831.00
Total payment: \$831.00

Trans date: 11/16/23 Time: 14:20:34

*** THANK YOU FOR YOUR PAYMENT ***

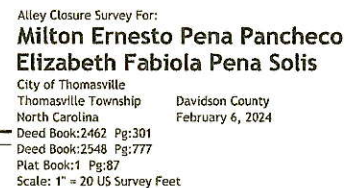
- THIS SURVEY IS NOT SUBJECT TO GS 47-30 AND IS NOT TO BE USED FOR RECORDING

This survey is of an existing parcel or parcels of land and does not create a new street or change an existing street.

Book 2462, page 301; Book 2548, page 777;
that the boundaries not surveyed are indicated as drawn from
information in Book Sec., page Notes or other reference source
is 1:10,000 +; and that this map meets the requirements of The
Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.
16001."

This 6th day of February, 2024.
Seal

Professional Land Surveyors



Bar Scale:



SURVEY CAROLINA, PLLC
154 S. Fayetteville St., Suite B, Asheville, NC 27203
Phone Number: 336 625-8000
Email: mail@surveycarolina.com

Firm #: P-1110
Dan W Tanner II L-4787
© 2023 Survey Carolina, PLLC

Job #: 14519

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$150.00

Parcel Identifier No. 16102000A0002 Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: Grantee At 3400 Old Highway 29, Thomasville, NC 27360

This instrument was prepared by: Franklin A. Bell

Brief description for the Index: **Lots 2, 3, 4 and part of 5, Block A, Villa Sites of the Charles C. Moore Property**

THIS DEED made this 19th day of October, 2010, by and between

GRANTOR	GRANTEE
FINCH PROPERTIES, INC. 9 Sagamore Place Hillsborough, NC 27278-9728	LOLITA ENTERPRISE, LLC 3400 Old Highway 29 Thomasville, NC 27360

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

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 the City of Thomasville, Thomasville Township, Davidson County, North Carolina and more particularly described as follows:

TRACT I: BEING all of Lots Two (2), Three (3), Four (4), Block A of VILLA SITES/CHARLES C. MOORE PROPERTY, as shown on map of same recorded in Plat Book 1, page 87, in the Office of the Register of Deeds for Davidson County, North Carolina, to which plat reference is hereby made for a more particular description.

TRACT II: BEING the western half of Lot Five (5), Block A of VILLA SITES/CHARLES C. MOORE PROPERTY, as shown on map of same recorded in Plat Book 1, page 87, in the Office of the Register of Deeds for Davidson County, North Carolina, to which plat reference is hereby made for a more particular description.

For reference, see Deed Book 168, page 610 and Deed Book 1628, page 1447, in the Davidson County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1628, page 1447.

A map showing the above described property is recorded in Plat Book 1, Page 87.

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.

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:

All rights-of-way and easements of record.

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

FINCH PROPERTIES, INC. _____ (SEAL)
(Entity Name)

By: Charles Franklin Finch, President _____ (SEAL)
CHARLES FRANKLIN FINCH
Title: President

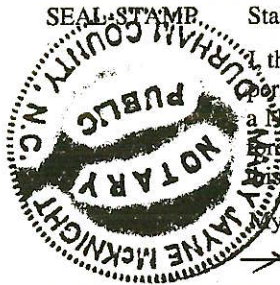
By: _____ (SEAL)

Title:

By: _____ (SEAL)

Title:

SEAL-STAMP State of North Carolina - County of Durham



I, the undersigned Notary Public of the County and State aforesaid, certify that CHARLES FRANKLIN FINCH personally came before me this day and acknowledged that he is the President of FINCH PROPERTIES, INC., a North Carolina corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 18 day of October, 2010.

My Commission Expires:

Sept 4, 2015

Mary Jayne McKnight
Notary Public

Printed Name of Notary: Mary Jayne McKnight

SEAL-STAMP State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires:

Notary Public

2022011641

DAVIDSON COUNTY NC FEE \$26
NO TAXABLE CONSIDERATION
PRESENTED & RECORDED
05/20/2022 12:51:12 PM
MICHAEL HORNE
REGISTER OF DEEDS
BY: CASEY L. RAINO
DEPUTY
BK: DE 2548
PG: 777 - 779

submitted electronically by "Citrin & Whitman, P.A."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Davidson County Register of Deeds.

"This instrument prepared by: Sarah I. Young, 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."

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: NTC

Parcel ID No. 16102000A0011

Verified by _____ County on the ____ day of _____, 2022

By: _____

Mail/Box to: Grantee: 18 Tesh Street, Thomasville, NC 27360

This Instrument was prepared by: Citrin & Whitman, PA, 22 Winston St., Thomasville, NC 27360 / Sarah Ivey Young, Attorney at Law

(NO TITLE SEARCH REQUESTED OR PERFORMED)

THIS DEED made this 27th day of April, 2022, by and between

GRANTOR: Streamline Properties Group LLC, A north Carolina Limited Liability Company

Mailing Address: 18 Tesh Street, Thomasville, NC 27360

GRANTEE: Milton Ernesto Pena Pacheco and spouse, Elizabeth Fabiola Pena Solis

Property Address: 117 Baptist Children's Home Road, Thomasville, NC 27360

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

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 in that certain lot or parcel of land situated in Thomasville Township, Davidson County, North Carolina and more particularly described as follows:

For a full and complete description see Exhibit "A".

This is not the primary residence of the 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.

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

Power, telephone and utility easements found of record or appearing upon ground.
2022 Ad Valorem Taxes which are now owing but not yet due and payable.

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

STREAMLINE PROPERTIES GROUP, LLC

 (SEAL)
By: Milton Ernesto Pena Pacheco, manager

NORTH CAROLINA
DAVIDSON COUNTY

I, Sarah I. Young, a Notary Public of David County, North Carolina certify that Milton Ernesto Pena Pacheco, personally came before me this day and acknowledged that he is the Manager of Streamline Properties Group, LLC, and that by authority duly given and as the act of such entity, and voluntarily acknowledged the execution of the foregoing instrument.

Witness my hand and official seal/stamp, this 21st day of April, 2022.


Notary Public

My Commission Expires: 3/12/2023



Exhibit "A"
117 Baptist Children's Home Road, Thomasville, NC 27360
Parcel ID 16102000A0011

FIRST TRACT: BEGINNING: At a stake at the intersection of Clay and Peace Streets; thence North with Peace Street 100 feet to a stake; thence East 155.33 feet to a stake; thence South 100 feet to a stake on Clay Street, thence with Clay Street 150 feet to the point of beginning.

The same being Lots 12 and 13 in Block A of Villa Sites which Plat of same is duly recorded in the office of the Register of Deeds for Davidson County, North Carolina.

It is understood that there is a nine (9) foot alleyway at back of these lots.

SECOND TRACT: BEGINNING: Being known and designated as Lot No. 11, Block A of Villa Sites and located in Thomasville, Davidson County, North Carolina, see Plat in Davidson County Register of Deeds Office.

LESS AND EXCEPT all of that property taken by the North Carolina Department of Transportation in Deed Book 1336, page 1835 and in Deed Book 1494, Page 1874.

2022011695

DAVIDSON COUNTY NC FEE \$26
STATE OF NC REAL ESTATE EX1
\$50.00

PRESENTED & RECORDED
05/23/2022 09:11:33 AM
MICHAEL HORNE
REGISTER OF DEEDS
BY: CASEY L. RAINO
DEPUTY
BK: DE 2548
PG: 1057 - 1061

Submitted electronically by "Citrin & Whitman, P.A."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Davidson County Register of Deeds.

This instrument prepared by: TONIA TREST TWIGG, 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.

NORTH CAROLINA GENERAL WARRANTY DEED

STATE OF NORTH CAROLINA

Parcel Identification No. 16102000A0014

COUNTY OF DAVIDSON

Revenue Stamps \$ 50,00

THIS DEED, made this the 16th day of May, 2022, by and between TODD LEE JACKSON and wife, TANYA G. JACKSON; STEPHANIE JACKSON-TKAC and husband, MARK TKAC; JAMES THOMAS JACKSON, Single and PATTY J. WARD, Single of PO Box 1857, Shallotte, NC 28459, parties of the first part, hereinafter referred to as Grantors, and MILTON E. PENA PACHECO and wife, ELIZABETH FABIOLA PENA SOLIS, of 615 Lexington Ave., Thomasville, NC 27360, parties of the second part, hereinafter referred to as Grantees;

WITNESSETH:

THAT the Grantors, for a valuable consideration paid by the Grantees, the receipt of which is hereby acknowledged, have and by these presents do grant, bargain, sell and convey unto the Grantee, their heirs and assigns, in fee simple, all that certain lot or parcel of land situated in Davidson County, North Carolina, and being more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

In accordance with NCGS Section 105-317.2, the mailing address of the Grantors and Grantees are as stated above. The property herein conveyed does not include the primary residence of the Grantors.

***PREPARED WITHOUT BENEFIT OF A TITLE EXAMINATION**

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

AND the Grantors do hereby covenant with Grantees that Grantors are seized of the premises in fee simple, that they have the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantors will warrant and defend the title against the lawful claims of all persons whomsoever, subject to the following exceptions:

- Applicable utility easements of record.
- Ad valorem taxes property taxes, if any.
- Applicable restrictive covenants of record.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, the day and year first above written.


_____(SEAL)
TODD LEE JACKSON


_____(SEAL)
TANYA G. JACKSON


_____(SEAL)
STEPHANIE JACKSON-TKAC


_____(SEAL)
MARK TKAC


_____(SEAL)
JAMES THOMAS JACKSON


_____(SEAL)
PATTY J. WARD

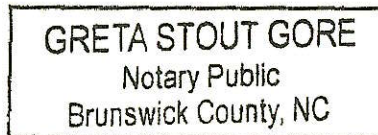
STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, certify that TODD LEE JACKSON and wife, TANYA G. JACKSON personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 6th day of May, 2022.

[Signature]
NOTARY PUBLIC

My Commission Expires: 4/30/23



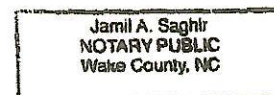
STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that STEPHANIE JACKSON-TKAC and husband, MARK TKAC personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 10th day of MAY, 2022.

[Signature]
NOTARY PUBLIC

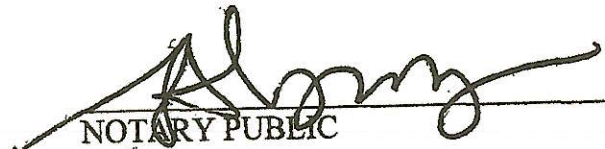
My Commission Expires: 9 June 2022



STATE OF NORTH CAROLINA
COUNTY OF Davidson

Davidson County
I, a Notary Public of ~~the County~~ and State aforesaid, certify that JAMES THOMAS JACKSON, Single personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 20th day of May, 2022.


NOTARY PUBLIC

My Commission Expires: 3-12-2023

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, a Notary Public of the County and State aforesaid, certify that PATTY J. WARD, Single personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 16th day of May, 2022.


NOTARY PUBLIC

My Commission Expires: Oct 19, 2026



EXHIBIT "A"

Being Lots Nos. Fourteen (14), Fifteen (15) and Sixteen (16), Block "A", of VILLA SITES, of the Charlie C. Moore property, a plat of the same being recorded in the Register of Deeds Office in Plat Book 1, Page 87.

For back reference see Deed Book 2068 at Page 1364, Davidson County Register of Deeds.

2021005298
DAVIDSON COUNTY NC FEE \$2
STATE OF NC REAL ESTATE EX
\$16.00
PRESENTED & RECORDED
03/05/2021 01:23:37 PM
MICHAEL HORNE
REGISTER OF DEEDS
BY: KELLY DAVIS
DEPUTY
BK: DE 2462
PG: 301 - 303

This instrument prepared by: Sarah Ivey Young, 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."

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 16.00

Parcel Identifier No. 16102000A0010 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: GRANTEE:

This instrument was prepared by: CITRIN & WHITMAN, P.A., 22 WINSTON STREET, THOMASVILLE, NC 27360

Brief description for the Index: _____

THIS DEED made this 5th day of March, 2021, by and between

GRANTOR

Tribeca Investments, LLC
2617 Franciscan Drive
Fayetteville, NC 28306

GRANTEE

Milton E. Pena Pacheco and wife,
Elizabeth F. Pena Solis
18 Tesh Street
Thomasville, NC 27360

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

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, parcel of land or condominium unit situated in the City of Thomasville, Thomasville Township, Davidson County, North Carolina and more particularly described as follows:

FOR FULL AND COMPLETE LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2329 page 1739.
All or a portion of the property herein conveyed includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book _____ page _____.

Page 1 of 2

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.

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:

Easements and Restrictions of record. 2021 ad valorem property taxes.

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

Tribeca Investments, LLC
(Entity Name) _____ (SEAL)
By: _____
Print/Type Name: _____
Print/Type Name & Title: Jorge + Antonia Puella, Mgr _____ (SEAL)
By: _____
Print/Type Name & Title: _____
Print/Type Name: _____
By: _____
Print/Type Name & Title: _____
Print/Type Name: _____

State of _____ - County or City of _____
I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that
_____ personally appeared before me this day and acknowledged the due
execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of
_____, 20____.

My Commission Expires: _____
(Affix Seal) _____ Notary Public
Notary's Printed or Typed Name

State of _____ - County or City of _____
I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that
_____ personally appeared before me this day and acknowledged the due
execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of
_____, 20____.

My Commission Expires: _____
(Affix Seal) _____ Notary Public
Notary's Printed or Typed Name

State of North Carolina - County or City of Davidson
I, the undersigned Notary Public of the County or City of Davidson and State aforesaid, certify that
Jorge Antonio Puella personally came before me this day and acknowledged that
he is the Manager of Tribeca Investments, LLC, a North Carolina or
_____ corporation/limited liability company/general partnership/limited partnership (strike through the
inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its
behalf as its act and deed. Witness my hand and Notarial stamp or seal this 5th day of March, 2021.

My Commission Expires: July 18, 2025
(Affix Seal) _____ Notary Public
Notary's Printed or Typed Name

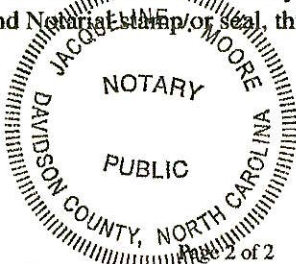


Exhibit A

BEGINNING: At a stake on East side of Peace Avenue, same being corner of lots 10 and 11 of VILLA SITES as per Plat duly recorded in Office of the Register of Deeds for Davidson County, North Carolina; thence East with line of Lots 10 and 11 as per Plat 158 to a stake on an alley; thence North with the alley 53.50 feet to a stake on line Lot Number 3; thence with the line of Lots 3, 2, 1 and 10 as per Plat 163.50 feet to a stake on East side of Peace Avenue; thence South with Peace Avenue 81.50 feet to a stake, the beginning corner.

Same being Lot Number 10, Block A, VILLA SITES as per Plat duly recorded in the Office of the Register of Deeds for Davidson County, North Carolina.

SAVED AND EXCEPTED FROM THE FOREGOING CONVEYANCE IS THE FOLLOWING PROPERTY CONVEYED TO THE NORTH CAROLINA HIGHWAY COMMISSION:

Beginning at the northwestern property corner of Jackson M. Malphurs and Joan P. Malphurs; thence easterly along with the northern property line of Jackson M. Malphurs and Joan P. Malphurs to a point lying 10.500 meters (34.45 feet) easterly of and normal to Survey Line L; thence southerly in a straight line to its point of intersection with the southern property line of Jackson M. Malphurs and Joan P. Malphurs, said point lying 10.500 meters (34.45 feet) easterly of and normal to Survey Line L; thence westerly along and with the southern property line of Jackson M. Malphurs and Joan P. Malphurs to the southwestern property corner of Jackson M. Malphurs and Joan P. Malphurs; thence northerly along and with the western property line of Jackson M. Malphurs and Joan P. Malphurs, same being the existing eastern right of way boundary for Peace Street to the point of beginning. Together with improvements located thereon; said property is commonly known as 115 Baptist Children's Home Road, Thomasville, North Carolina 27360.

Parcel ID# 16-102-0-00A-0010

LOLITA ENTERPRISES,LLC

611 LEXINGTON AVE
9105384

CITY OF TVILLE (100), COUNTY WIDE (100), TVILLE
SCHOOL (100)
P=1-87 BA L2-4&5A BK-1993-1571
Appraised By 19 on 11/17/2021 16003 THOMASVILLE

CARD NO. 1 of 1
1.0000 LT
TW-16 CI-28 FR-

PLAT: / UNIQ ID 284478
ID NO: 6777-01-47-5336

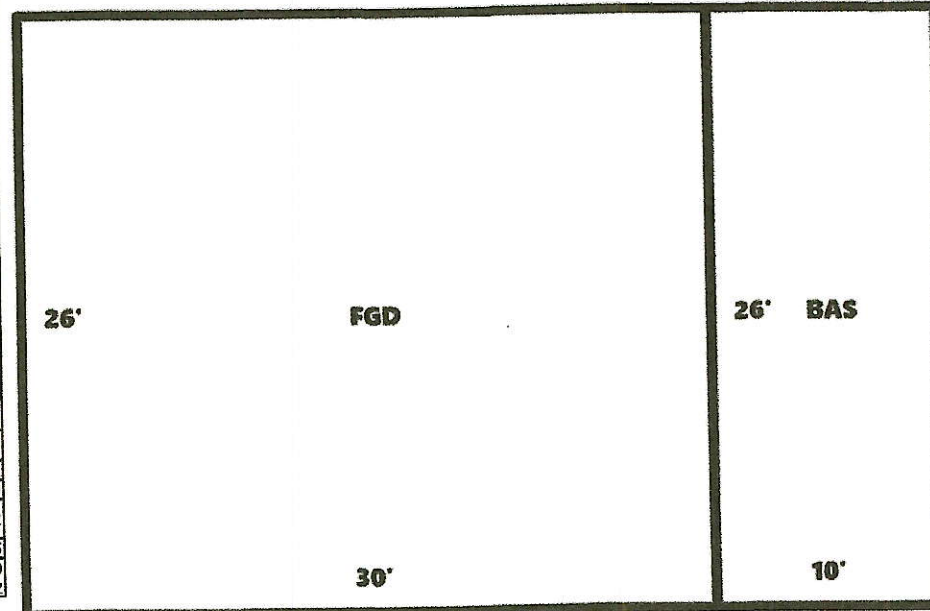
Parcel ID: 16-102-0-00A-0002-

SPLIT FROM ID

Reval Year: 2021 Tax Year: 2024
Appraised By 19 on 11/17/2021 16003 THOMASVILLE

EX- SRC= AT- LAST ACTION 20220111

CONSTRUCTION DETAIL				MARKET VALUE						DEPRECIATION		CORRELATION OF VALUE	
	USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EYB	AYB	%	NORM		CREDENCE TO	MARKET
Foundation	3										0.37000		
Continuous Footing	4.00	10	07	845	61.64	52085	2000	1958	GOOD		63.0		32,810
Sub Floor System	2												1,800
Slab on Grade-	6.00												51,400
Residential/Commercial													86,010
Exterior Walls	10												
Aluminum/Vinyl Siding	18.00												
Roofing Structure	01												
Flat	6.00												
Roofing Cover	04												
Built Up Tar and Gravel/Rubber	4.00												
Interior Wall Construction	5												
Drywall/Sheetrock	8.00												
Interior Floor Cover	03												
Concrete Finished	1.00												
Heating Fuel	03												
Gas	1.00												
Heating Type	03												
Forced Air - Not Ducted	4.00												
Air Conditioning Type	02												
Wall Unit	1.00												
Commercial Heat & Air	1												
None	0.00												
Structural Frame	02												
Wood Frame	10.00												
Ceiling & Insulation	08												
Not Suspended - No Insulation	3.00												
Plumbing Fixtures	2.00												
TOTAL POINT VALUE													79.000
BUILDING ADJUSTMENTS													
Quality	3	Average	1.00										
Shape/Design	3	Slight Irregular	1.02										
Size	Size	Size	1.15										
TOTAL ADJUSTMENT FACTOR			1.170										
TOTAL QUALITY INDEX			92										



DEPR. BUILDING VALUE - CARD				MARKET
DEPR. OB/XF VALUE - CARD				1,800
MARKET LAND VALUE - CARD				51,400
TOTAL MARKET VALUE - CARD				86,010
TOTAL APPRAISED VALUE - CARD				86,010
TOTAL APPRAISED VALUE - PARCEL				86,010
TOTAL PRESENT USE VALUE - LAND				0
TOTAL VALUE DEFERRED - PARCEL				0
TOTAL TAXABLE VALUE - PARCEL \$				86,010
PRIOR APPRAISAL				PERMIT
BUILDING VALUE	35,820	CODE	DATE	NO.
OBXF VALUE	1,200			
LAND VALUE	51,400			
PRESENT USE VALUE	0			
DEFERRED VALUE	0			
TOTAL VALUE	88,420			
ROUT: WTRSHD:				
SALES DATA				
OFF. RECORD	DATE	DEED	INDICATE	
BOOK	PAGE	MO	YR	SALES PRICE
01993	1571	10	2010	75,000
01628	1447	7	2005	0
01585	1593	1	2005	0
00779	1167	8	1991	0
00753	0271	9	1990	0
BUILDING AREA 260				
NOTES				
CORR TRAV 22,				

SUBAREA				CODE	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG #	---	AYB	EYB	DEP SCH	OVR	% COND	OB/XF DEPR. VALUE		
TYPE	GS AREA	PCT	RPL CS																		
BAS	260	100	16026	49	OH DOOR	2.000	8	8	64	21.00	100.00			1958	2010	S3		67	1800		
FGD	780	075	36059	TOTAL OB/XF VALUE																1800	
SUBAREA TOTALS		1,040		52,085																	
BLDG DIMENSIONS				FGD=S26E30N26W30Area:780;BAS=S26E10N26W10Area:260;TotalArea:1040																	
LAND INFORMATION																					
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJ/NOTES RF AC LC TO OT	ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNIT TYPE	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES				
COMMERCIAL	0700	C2	175	150	1.0000	0	1.0000	.59 AC	PS	2.00	25700.000	SF	1.000	2.00	51400	0					
TOTAL MARKET LAND DATA																					
TOTAL PRESENT USE DATA																					
16-102-0-00A-0002- (9282528) Group:0																					
2/5/2024 4:33:03 PM.																					

2/5/2024 4:33:03 PM.

16-102-0-00A-0002- (9282528) Group:0

606 CLAY ST
9261652

9261652 CITY OF TVILLE (100), COUNTY WIDE (100), TVILLE
SCHOOL (100)
Reval Year: 2021 Tax Year: 2024 P=1-87 BA L14-16 BK2548-1057
Appraised By 19 on 01/01/2021 16003 THOMASVILLE MARKET VALUE

PLAT: / UNIQ ID 284484
ID NO: 6777-01-47-6108

Parcel ID: 16-102-0-00A-0014-

SPLIT FROM ID

CARD NO. 1 of 1
0.6600 AC
TW-16 CI-28 FR-

EX- SRC=
AT- LAST ACTION 20220525

Appraised By 19 on 01/01/2021 16003 THOMASVILLE

CONSTRUCTION DETAIL										MARKET VALUE					DEPRECIATION		CORRELATION OF VALUE																						
TOTAL POINT VALUE										USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EYB	AYB	% GOOD	NORM	CREDENCE TO																			
										97	00									DEPR. BUILDING VALUE - CARD																			
BUILDING ADJUSTMENTS																				DEPR. OB/XF VALUE - CARD																			
TOTAL ADJUSTMENT FACTOR										VACANT										23,000																			
TOTAL QUALITY INDEX										STYLE:										23,000																			
																				TOTAL APPRAISED VALUE - CARD																			
																				23,000																			
																				TOTAL APPRAISED VALUE - PARCEL																			
																				23,000																			
																				TOTAL PRESENT USE VALUE - LAND																			
																				0																			
																				TOTAL VALUE DEFERRED - PARCEL																			
																				0																			
																				TOTAL TAXABLE VALUE - PARCEL \$																			
																				23,000																			
										PRIOR APPRAISAL					PERMIT																								
										BUILDING VALUE					CODE					DATE					NO.														
										0																													
										OBXF VALUE																													
										0																													
										LAND VALUE					21,560																								
										PRESENT USE VALUE					0																								
										DEFERRED VALUE															ROUT: WTRSHD:														
										TOTAL VALUE					21,560																								
																				SALES DATA																			
										OFF. RECORD		DATE		DEED						INDICATE																			
										BOOK		PAGE		MO		YR		TYPE		Q/U		V/I		SALES PRICE															
										02548		1057		5		2022		WD		Q		V				25,000													
										02068		1364		8		2012		WD		F		V				1,000													
										00597		0653		12		1981		WD		X		V				0													
																				HEATED AREA																			
																				NOTES																			

115 BAPTIST CHILDRENS HOME RD
9251898

CITY OF TVILLE (100), COUNTY WIDE (100), TVILLE
SCHOOL (100)
P=1-87 BA L10 BK2462-301 C C MOORE

Appraised By 19 on 09/14/2021 16003 THOMASVILLE

CARD NO. 1 of 1
0.2500 AC
TW-16 CI-28 FR-

PLAT: / UNIQ ID 284481
ID NO: 6777-01-47-4246

SPLIT FROM ID

[illegible]

PACHECO MILTON ERNESTO PENA SOLIS ELIZABETH FABIOLA PENA

117 BAPTIST CHILDRENS HOME RD
9108771

NN: 03 - REMODELING / ADDITION TO IMPROVEMENT
CITY OF TVILLE (100), COUNTY WIDE (100), TVILLE
SCHOOL (100)
P=1-87 BA L11-13 BK2548-777

Reval Year: 2021 Tax Year: 2024

Appraised By 19 on 10/18/2022 16003 THOMASVILLE

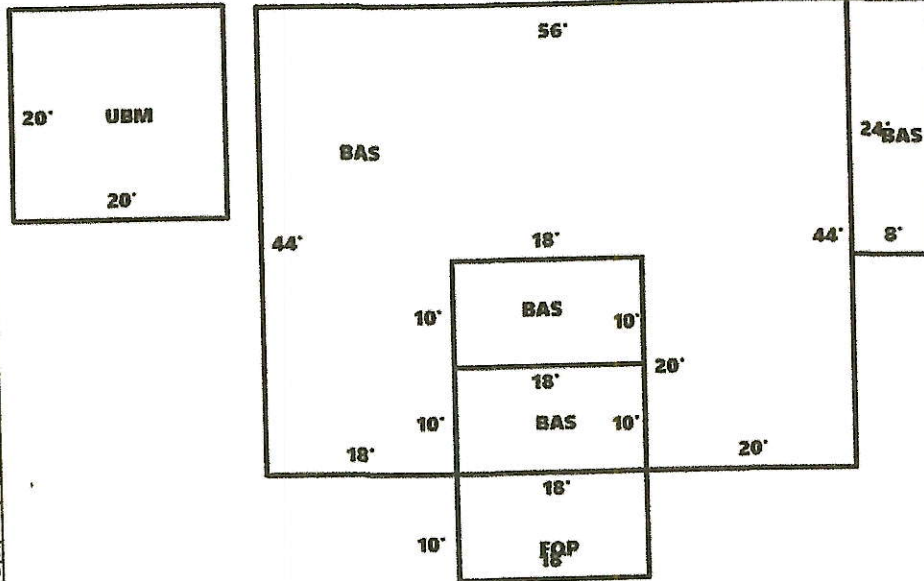
CARD NO. 1 of 1
0.5300 AC
TW-16 CI-28 FR-

PLAT: / UNIQ ID 284482
ID NO: 6777-01-47-4145

Parcel ID: 16-102-0-00A-0011-

SPLIT FROM ID

CONSTRUCTION DETAIL		
Foundation	3	
Continuous Footing	5.00	
Sub Floor System	5	
Wood	9.00	
Exterior Walls	21	
Face Brick	34.00	
Roofing Structure	04	
Hip	8.00	
Roofing Cover	10	
Wood or Architectural Shingle	5.00	
Interior Wall Construction	5	
Drywall/Sheetrock	20.00	
Interior Floor Cover	14	
Carpet	11.00	
Interior Floor Cover	15	
Quarry or Hard Tile	0.00	
Heating Fuel	04	
Electric	1.00	
Heating Type	10	
Heat Pump	4.00	
Air Conditioning Type	03	
Central	4.00	
Bedrooms/Bathrooms/Half-Bathrooms		
4/1/1	10.000	
Bedrooms		
BAS - 4 FUS - 0 LL - 0		
Bathrooms		
BAS - 1 FUS - 0 LL - 0		
Half-Bathrooms		
BAS - 1 FUS - 0 LL - 0		
TOTAL POINT VALUE		111.000
BUILDING ADJUSTMENTS		
Quality	3	Average
Shape/Design	3	Slight Irregular
Size	Size	Size
TOTAL ADJUSTMENT FACTOR		0.950
TOTAL QUALITY INDEX		105



SRC=

AT-

LAST ACTION 20230829

EX-

CORRELATION OF VALUE

20

CREDENCE TO

MARKET

DEPR. BUILDING VALUE - CARD

167,550

DEPR. OB/XF VALUE - CARD

19,760

MARKET LAND VALUE - CARD

28,860

TOTAL MARKET VALUE - CARD

216,170

TOTAL APPRAISED VALUE - CARD

216,170

TOTAL APPRAISED VALUE - PARCEL

216,170

TOTAL PRESENT USE VALUE - LAND

0

TOTAL VALUE DEFERRED - PARCEL

0

TOTAL TAXABLE VALUE - PARCEL \$

216,170

PRIOR APPRAISAL

PERMIT

BUILDING VALUE

51,680

CODE

DATE

NO.

OBXF VALUE

12,090

LAND VALUE

34,630

PRESENT USE VALUE

0

DEFERRED VALUE

0

TOTAL VALUE

98,400

ROUT: WTRSHD:

SALES DATA

OFF. RECORD

DATE

DEED

Q/U

V/I

INDICATE

SALES PRICE

BOOK

PAGE

MO

YR

TYPE

Q/U

V/I

SALES PRICE

00922

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2022

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I

0

02490

2295

7

2021

WD

I

I

65,000

00724

1298

10

1989

WD

U

V

25,000

HEATED AREA 2,656

NOTES

ELEC HEAT 18,TOTALREMO,BAS ADDN,CON 24,

SUBAREA				CODE	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG #	---	AYB	EYB	DEP SCH	OVR	% COND	OB/XF DEPR. VALUE
TYPE	GS AREA	PCT	RPL CS																
BAS	2,656	100	223104	10	CON PAVING		220	12	2,640	3.00	100.00	-	0.00	1960	2010	S5		45	3560
FOP	180	035	5292	02	GARAGE		38	20	760	31.00	100.00	-	0.00	1970	2010	S3		67	15790
UBM	400	020	6720	06	CL FENCE		0	0	100	9.00	100.00	-	0.00	1970	2010	S5		45	410
TOTAL OB/XF VALUE																			19760

FIREPLACE	3 - 1 Story	5,000
Single		
SUBAREA TOTALS	3,236	240,116
BLDG DIMENSIONS	236	

LAND INFORMATION																
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJ/NOTES RF AC LC TO OT	ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNIT TYPE	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE
INDUSTRIAL	0600	M1	294	154	1.0000	0	1.2500	.53 AC/CRN	PS	1.00	23087.000	SF	1.250	1.25	28859	0
															28859	

TOTAL MARKET LAND DATA

TOTAL PRESENT USE DATA

16-102-0-00A-0011- (9350304) Group:0

2/5/2024 4:31:57 PM.

MINUTES FOR THE THOMASVILLE CITY COUNCIL BRIEFING MEETING ON MONDAY, MARCH 11, 2024 AT 4:00 PM AT 20 STADIUM DRIVE, THOMASVILLE, NC.

Elected officials in attendance: Mayor Raleigh York, Jr., and Council Members Neal Grimes, JacQuez Johnson, Hunter Thrift, and Payton Williams.

Mayor *Pro Tempore* Doug Hunt and Council Members Ron Bratton and Lisa Shell were absent.

1. Call to Order - Mayor York called the Briefing meeting of the Thomasville City Council to order.

2. Additions and Deletions to the Agenda

City Manager Brandt asked that Council add a Closed Session for March 11, 2024 for Personnel matters.

Council Member Johnson requested that a Proclamation for Women's History Month be added to the agenda

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

3. Public Forum to be held on March 18, 2024. People can sign up to speak for two minutes on any topic.

4. Recognitions and Presentations on March 18, 2024

A. Proclamation – Developmental Disabilities Awareness Month (March) to be presented by Council Member Hunt

B. Proclamation – Women's History Month (March) to be presented by Mayor York

C. Proclamation – Brighter Vision Day (April 13, 2024) to be presented by Council Member Williams

5. Public Hearings to be held on March 18, 2024

- A. Request for Rezoning (Z-24-01)

Applicant/Owner: Faisal Alazzawi
Location: 606 Old Raleigh Road
Parcel Number: 1633600000035A
Existing Zoning: C-2 Highway Commercial
Requested Zoning: M-2CU Heavy Industrial Highway Commercial
Conditional Use: The property will be used exclusively for operation as a garage for semi-trucks, trailers, parking, small office space.

The Board of Planning & Adjustment held a public hearing on February 27, 2024 and voted 5 - 0 to approve this request.

****To pass this rezoning, Council must find that this zoning amendment is reasonable and in the public's interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.****

B. Request for Rezoning (Z-24-03)

Applicant/Owner: 4 Amigos Investing, Inc.
Location: 404 Davidson Street
Parcel Number: 1037000H0001A
Existing Zoning: C-1CU Neighborhood Commercial
Conditional Use: Agriculture
Requested Zoning: R-8 Medium Density Residential

The Board of Planning & Adjustment held a public hearing on February 27, 2024 and voted 5 - 0 to approve this request.

****To pass this rezoning, Council must find that this zoning amendment is reasonable and in the public's interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.****

6. Regular Agenda on March 11, 2024

Finance Director Thomas Avant asked that Council vote on these items due to the time-sensitive nature of the project.

He advised that funding for the Nucor Water and Sewer Extension project is combined in two separate grant project ordinances, listed below.

The City was awarded an additional \$500,000 for Nucor's construction portion. So, we're reducing Nucor's construction portion by \$500,000, and we're adding that to the IDF Grant (the second ordinance).

He said, "Ultimately, both ordinances combine and incorporate the total construction cost of the project, which includes all grant administration, construction, review and license fees, railroad liability insurance, engineering costs and right-of-way costs."

Mayor York added that this matter was discussed at the Mayor/Manager meeting, and the three State representatives there "didn't give any kind of confidence that Nucor would be able to get any further grants for this project, but they are trying."

A. Consideration of Revised Grant Project Ordinance – Nucor Sewer Extension Project: Golden Leaf Grant

Finance Director Avant advised that the revised Golden Leaf Grant Project Ordinance totals \$6,368,091.

Council Member Thrift moved to approve this Grant Project Ordinance. Council Member Johnson seconded. *Motion unanimously approved 4 – 0.*

B. Consideration of Revised Grant Project Ordinance – Nucor Water/Sewer Extension Project: State IDF Utility Account Grant

Finance Director Avant said this ordinance essentially adds \$500,000 to the grant funded portion of the IDF Ordinance. \$25,000 of that award is for Michael Walser's administrative pay for this portion of the grant project. That's reimburseable by the State, so it's actually \$475,000 toward construction and \$25,000 toward construction. This revised ordinance totals \$1,661,250.

Combined, the total is \$8,029,341.

Council Member Grimes moved to approve this Grant Project Ordinance. Council Member Johnson seconded. *Motion unanimously approved 4 – 0.*

The following items were put on the Consent Agenda by the Council members for consideration on March 18, 2024:

7. Consent Agenda

- A. Consideration of Approval of Minutes – Briefing Meeting on February 12, 2024
- B. Consideration of Approval of Minutes – Council Meeting on February 19, 2024
- C. Consideration of Resolution Awarding Badge and Service Weapon to Retiring Police Officer Tracy Pierce
- D. Consideration of Grant Project Ordinance – 2022 TPD: Byrne Justice Assistance Grant (JAG)
- E. Consideration of Grant Project Ordinance – 2023 TPD: Byrne Justice Assistance Grant (JAG)
- F. Consideration of Amended Davidson County Economic Development Commission By-Laws
- G. Consideration of Artificial Intelligence Use Policy for City Employees

The following items were put on the Regular Agenda by the Council members for consideration on March 18, 2024:

8. Regular Agenda

- A. Consideration of Budget Amendment 2024-P9-01
- B. Consideration of Conceptual Street Scape Master Plan

Council Member Grimes wanted to make sure that future councils understand that they can change this plan. He is not in favor of the angled parking or removing the right turn on West Main.

City Manager Brandt verified that this Plan is just “conceptual,” and each item in it will have to go before Council for approval before it can be put in place.

C. Consideration of Amendment to Appendix A of the Thomasville Personnel Policy – Fire Trainee

D. Consideration of Resolution in Support of Development of an Outdoor Fitness Court as Part of the 2024 National Fitness Campaign

E. Consideration of Settlement Agreement with John & Jeff Schwarz, LLC

City Attorney Misti Whitman handed out the proposed Settlement Agreement, which is available upon request from the City Clerk.

F. Consideration of Re-approval of Personnel Agreements:

- i. City Manager Michael Brandt
- ii. City Attorney Misti Whitman

City Manager Brandt explained that a court case in a different municipality found that the manager’s contract was not binding, because it did not have the pre-audit stamp on it. Therefore, he asked that Council re-approve the above contracts, so the finance officer can put the pre-audit stamp on them, so they will be in accordance with State law.

G. Consideration of Resolution to Conduct a Public Hearing for Petition for Closure of Alley on Clay Street

City Manager Brandt advised that this is just setting the public hearing, not holding the public hearing this month.

H. Consideration of Road Closure Ordinances:

- a. Spring Daze (May 4th)
- b. Parade of Excellence (May 24th)
- c. Memorial Day Parade (May 27th)

9. Committee Reports and Appointments, Mayor’s Report and Appointments, City Manager’s Report, City Attorney’s Report

10. Closed Session – Personnel

Council Member Thrift moved to go into closed session for Personnel. Council Member Johnson seconded. *Motion unanimously approved 4 – 0.*

Council came back into open session. No action was taken in closed session.

11. Additional Items – N/A

12. Adjournment – Council Member Williams moved to adjourn. Council Member Johnson seconded. *Motion unanimously approved 4 – 0.*

Raleigh York, Jr., Mayor

Wendy S. Martin, City Clerk

MINUTES OF THE THOMASVILLE CITY COUNCIL MEETING ON MONDAY, MARCH 18, 2024 AT 6:00 PM AT 20 STADIUM DRIVE, THOMASVILLE, NC.

Elected officials in attendance: Mayor Raleigh York, Jr.; Mayor *Pro Tempore* Doug Hunt; and Council Members Ron Bratton, Neal Grimes, JacQuez Johnson, Lisa Shell, Hunter Thrift and Payton Williams.

1. Call to Order – Mayor York called the meeting of the Thomasville City Council to order and welcomed everyone in attendance in person and online.
2. Additions and Deletions to the Agenda – There were no additions or deletions to the agenda. Council Member Thrift moved to approve the agenda as presented. Council Member Hunt seconded. Motion unanimously approved 7 – 0.
3. Public Forum – Nobody came forward to speak.
4. Recognitions and Presentations

A. Proclamation – National Developmental Disability Awareness Month (March)

Mayor *Pro Tem* Hunt presented this Proclamation to Teresa McKeon, Executive Director of Arc Davidson County, and two self-advocates Rachel and Mandy.

Ms. McKeon thanked Mayor York and the Council members for their continued support in recognizing people of all abilities.

B. Proclamation – Women's History Month (March)

Council Member Williams read this Proclamation to the audience.

C. Proclamation – Brighter Vision Day (April 13, 2024)

Mayor York presented this Proclamation to David Smoot, Lisa Shell & David Yemm.

Mr. Smoot spoke on behalf of the Fairgrove, Hasty, Pilot and Thomasville Lions Clubs. He said the Lions help with vision and hearing issues, as well as diabetes education, disaster relief, environmental protection, and food banks.

He said the Lions Club will use Brighter Vision Day to help raise the funds to provide these services to the community. He added, "100% of every dollar we raise goes for services. We keep nothing."

5. Public Hearings

A. Request for Rezoning (Z-24-01)

Applicant/Owner: Faisal Alazzawi
Location: 606 Old Raleigh Road
Parcel Number: 1633600000035A
Existing Zoning: C-2 Highway Commercial
Requested Zoning: M-2CU Heavy Industrial Highway Commercial
Conditional Use: The property will be used exclusively for operation as a garage for semi-trucks, trailers, parking, small office space.

Mayor York opened the public hearing.

Planning Director Chuck George said no one opposed this rezoning at the Planning Board meeting.

He advised Council that they would need to affirm the following five conditions to move forward with this rezoning:

- a) The use requested is among those listed as an eligible special use in the district in which the subject property is located or to be located;
- b) The special use will not materially endanger the public health or safety if located where proposed and developed according to the plan as proposed;
- c) The special use meets all required conditions and specifications;
- d) The special use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity; and
- e) The location and character of the special use if developed according to the plan as proposed, will be in harmony with the area in which it is to be located and in general conformity with the plan of development of Thomasville and its environs.

Faisal Alazzawi's daughter Xena Alazzawi spoke in favor of this rezoning. She said he purchased this land to hold a garage for semi-trucks and trailers. They may also build a small office space in the future.

Nobody spoke against it. Mayor York closed the hearing.

Council Member Grimes moved to approve this Ordinance for the conditional use based on the findings of the Planning Board and because this zoning amendment is reasonable and in the public's interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the Comprehensive Plan.

Council Member Hunt seconded. Motion unanimously approved 7 – 0.

B. Request for Rezoning (Z-24-03)

Applicant/Owner: 4 Amigos Investing, Inc.
Location: 404 Davidson Street
Parcel Number: 1037000H0001A
Existing Zoning: C-1CU Neighborhood Commercial
Conditional Use: Agriculture
Requested Zoning: R-8 Medium Density Residential

Mayor York opened the public hearing.

Planning Director Chuck George said nobody opposed this rezoning request at the Planning Board hearing.

He said the Board found that the proposed rezoning:

- a) would bring the property back in line with the adjoining properties;
- b) is consistent with the 2035 Land Use Plan; and
- c) would cause no harm to the adjacent property values or the public in general.

Randall Schuler, building contractor for the applicant, spoke in favor of this rezoning. He said they want to put a single-family residential home on the property.

Nobody else spoke for or against the rezoning. Mayor York closed the hearing.

Council Member Thrift moved to approve this Rezoning based on the findings of the Planning Board and because this zoning amendment is reasonable and in the public's interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the Comprehensive Plan.

Council Member Hunt seconded. Motion unanimously approved 7 – 0.

6. Consent Agenda – Assistant City Manager Eddie Bowling spoke briefly about each of these items:

- A. Consideration of Approval of Minutes – Briefing Meeting on February 12, 2024
- B. Consideration of Approval of Minutes – Council Meeting on February 19, 2024
- C. Consideration of Resolution Awarding Badge and Service Weapon to Retiring Police Officer Tracy Pierce

This Resolution states that Thomasville City Council will award retiring police officer Tracy Pierce his badge and side arm at the time of his retirement, pursuant to NCGS §20-187.2.

D. Consideration of Grant Project Ordinance – 2022 TPD: Byrne Justice Assistance Grant (JAG)

The Thomasville Police Department was awarded a 2022 JAG Grant totaling \$24,049 to purchase Power DMS software that will be used to aid the Department in obtaining North Carolina Law Enforcement Accreditation.

The funds are passed through the NC Department of Public Safety Governor's Crime Commission from the US DOJ's Bureau of Justice Assistance.

The grant covers the cost of the first two years of the software agreement, with the last three years to be paid by the City from the PD's budget at a cost of about \$12,954 per year, starting in FY 2026.

E. Consideration of Grant Project Ordinance – 2023 TPD: Byrne Justice Assistance Grant (JAG)

The Thomasville Police Department was also awarded a 2023 JAG Grant totaling \$29,400 (84 at \$350 each) for the purchase of body armor rifle plates for patrol officers. The grant is 100% federally funded. No City contribution is required.

F. Consideration of Amended Davidson County Economic Development Commission By-Laws

The new bylaws establish that the members of the Commission be appointed from the elected members of each municipality and the County. Each jurisdiction appoints a regular member and an alternate.

G. Consideration of Artificial Intelligence Use Policy for City Employees

With the increased availability and usage of Artificial Intelligence capabilities in the workplace, there are benefits and concerns raised by its usage by City employees. The proposed policy addresses some of these concerns and appropriate usage of AI systems.

Council Member Hunt moved to approve all the items on the Consent Agenda. Council Member Shell seconded. Motion unanimously approved 7 – 0.

7. Regular Agenda

A. Consideration of Budget Amendment 2024-P9-01

City Manager Michael Brandt explained that this budget amendment appropriates the following:

- i. Excess school supplement tax revenue and increases in the School Fund;

- ii. The full annual cost of County-contracted tax assessment billing from the General Fund Contingency;
- iii. Surplus interest revenue of \$408,000 to cover the first economic development incentive grant payment for the Unilin/Project Tower grant;
- iv. Surplus sales tax revenue of \$379,680 to cover the 3rd payment for the Unilin/Project Titan grant; and
- v. Funding to comply with GASB 96 requirements recognizing the full 3-year lease of Debtbook Management Software and the 5-year cost of Power DMS software.

In addition, this amendment transfers the ending fund balance in the Golf Course Fund to the General Fund to properly close out the Golf Course Fund by 6/30/2024, as required.

Council Member Thrift moved to approve this Budget Amendment. Council Member Hunt seconded. Motion unanimously approved 7 – 0.

B. Consideration of Resolution to Adopt the Thomasville Downtown Streetscape Master Plan

City Manager Brandt explained that this Resolution adopts the *conceptual* plan for improvements to the downtown area. It was designed by WithersRavenel with City, Tourism and community input. It will be used to develop future capital improvements and provide guidance for future Council and staff over the next 5-10 years.

Council Member Johnson moved to approve this Resolution. Council Member Thrift seconded and requested a roll-call vote.

Council Members Grimes and Shell said they were not opposed to this Plan, but they have reservations about the angled parking and removal of turn lanes on Main Street.

Mayor York confirmed that, “Everything in the Plan has to come back before Council to be approved before it’s implemented.”

Council Member Thrift also clarified that, “None of this Plan is set in stone. It’s conceptual. It is a master plan for us to look at and address each item. We have not decided how any parking is going to be. Nobody has said we’re going to lose parking or gain parking either way. This is something that will be a working document for many years. This is just one step in the process to keep our status with the North Carolina Main Street Program.”

Council Member Williams thanked the Tourism Commission for helping fund this

project. She said, "It was a really big investment, and it's super nice to have partners in the City to make things like this happen."

Motion approved 6 – 1. Council Member Shell voted no, saying that was "for parking only." All other Council Members voted yes.

C. Consideration of Amendment to Appendix A of the Thomasville Personnel Policy – Fire Trainee

Fire Chief Jason Myers explained that this Fire Trainee position was needed because there is a diminishing hiring pool within fire and law enforcement.

He said adding this position as a paid, full-time position would give TFD an opportunity to recruit trainees - maybe straight out of high school. Not only would the trainees get paid while attending the Fire Fighter Recruit Academy, but they would also receive the added incentive of getting started in the State Retirement program while they are still in training.

City Attorney Misti Whitman, ACM Eddie Bowling, Fire Chief Jason Myers and Police Chief Dustin Carter set the Service Agreement amount at \$5,000, instead of \$3,000. They hoped the increase would deter new trainees from leaving Thomasville to pursue other avenues once they get certified.

They also removed the Proration Clause. Chief Myers added, "So, if they leave us any time in that 18 months, they would pay back the full \$5,000."

He added, "There are clauses in there, as you saw, for reasons they would not have to pay it back. If we determined that we needed to cut ties with them, and their service was no longer needed, or if they were injured in the training, or they failed to complete the training, they would not be required to pay that back."

Council Member Johnson moved to approve this Personnel Policy Amendment. Council Member Shell seconded.

Council Member Johnson thanked Chief Myers for "being proactive to insure that we not only find qualified candidates for these positions, but we are also finding candidates that represent our community."

Motion unanimously approved 7 – 0.

D. Consideration of Resolution to Adopt and Allocate Funds for an Outdoor Fitness Court as Part of the 2024 National Fitness Campaign

Recreation Director Cory Tobin advised that this Resolution is for a \$30,000 in-kind grant that is "the key to start the cycle for the Outdoor Fitness Court initiative."

He said this grant would assist the City in adding outdoor, accessible fitness upgrades at the Central Recreation campus. He added that it falls in line with Thomasville Parks and Recreation's Master Plan.

He hopes to be able to combine these funds with funding from another grant opportunity to move this initiative forward. He will find out if the City will receive the other grant in October.

Council Member Thrift moved to approve this Resolution. Council Member Johnson seconded.

Council Member Thrift said, "This is something I'm really excited for. We're headed in the right direction. Cory, good job to you and your staff."

Council Member Grimes remarked that this also ties in with the Downtown Redevelopment Plan.

Council Member Johnson added, "It promotes folks to get outside and get active, so we're super excited about that."

Motion unanimously approved 7 – 0.

E. Consideration of Settlement Agreement with Midnight Enterprises, LLC (f/k/a John & Jeff Schwarz, LLC)

City Attorney Misti Whitman explained that this proposed settlement agreement between the City of Thomasville and Midnight Enterprises would resolve both a utility bill for services that were undiscovered, as well as the usage of private property for public parking for many years without charge. She said, "This is an Agreement that renders both of those issues resolved."

Council Member Hunt moved to approve this Settlement Agreement. Council Member Shell seconded. Motion approved 5 – 2. Council Members Johnson and Williams voted against it.

F. Consideration of Re-approval of Personnel Agreements:

- i. City Manager Michael Brandt
- ii. City Attorney Misti Whitman

City Attorney Whitman asked Council to re-approve the City Manager's and City Attorney's current contracts, so that they could include a pre-audit stamp by the Finance Department. She explained that a recent court decision requires this stamp on the contracts in order for them to be enforceable.

Council Member Grimes moved to re-approve these Personnel Agreements so

that Finance Director Thomas Avant could apply pre-audit stamp to the signature pages, in accordance with North Carolina State law. Council Member Hunt seconded. Motion unanimously approved 7 – 0.

G. Consideration of Resolution to Conduct a Public Hearing on April 15, 2024 at 6:00 PM at 20 Stadium Drive regarding a Petition for Closure of Alley on Clay Street

Planning Director George asked Council to approve this Resolution and call for a public hearing. He said, “Mr. Milton Pena owns the property on each side of it. He has signed the Petition. The property owner to the north of it has not signed the Petition.”

Council Member Grimes asked if Council could act on the closure without the other property owner’s signature. Mr. George verified that they can proceed with the Petition.

Council Member Thrift moved to approve this Resolution and call for public hearing on April 15, 2024 at 6:00 PM at 20 Stadium Drive regarding a Petition for Closure of Alley on Clay Street. Council Member Hunt seconded. Motion unanimously approved 7 – 0.

H. Consideration of Road Closure Ordinances:

- i. Spring Daze (by PACE) (May 4th)
- ii. Parade of Excellence (May 24th)
- iii. Memorial Day Parade (May 27th)

Council Member Thrift moved to approve these Road Closure Ordinances. Council Member Grimes seconded. Motion unanimously approved 7 – 0.

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

Council Member Shell reported that she enjoyed the Main Street Conference. She said it was very educational.

Council Member Bratton thanked everyone for their concern during his absence.

Council Member Thrift moved on behalf of the Personnel Committee to appoint the following board members:

Maddie Thrift to the Historic Preservation Commission; and

JJ Ring to the Tourism Commission

Council Member Hunt seconded. Motion unanimously approved 7 – 0.

Council Member Thrift also thanked everyone who supported the pancake breakfast fundraiser for the NC Memorial Day Parade and Ceremony.

He also learned a lot at the NC Main Street Conference. He said, "It makes me really excited for where Thomasville's headed in the future."

Council Member Grimes reported that he joined Council Members Johnson and Shell for a tour of several Thomasville City Schools. He said, "It was very informative. I thank the schools for putting that on for us."

Council Member Williams was thankful for the opportunity to go to the NC Main Street Conference to learn what other municipalities are doing.

She interviewed Thomasville High School seniors for the SECU scholarship, and they were incredible. She said, "It's really, really affirming to meet these kids and see that they've come through our community. So many of them have the intention to one day give back."

She gave a shout out to the City streets guys who were working on her street this morning. "They were very communicative. They helped me understand what was happening. They worked with us for our trucks... I want to thank our employees for making it as painless as possible and being very, very kind and helpful. And it looks great!"

Council Member Johnson wished everyone a happy National Women's History Month. He said, "Throughout history, women have shattered barriers, challenged norms, and paved the way for progress. Women's History Month is a time to honor the fearless trailblazers who have refused to be confined by life's limitations." Some of those amazing women include Council Members Shell and Williams (Thomasville's youngest elected female Council person in our city's history) and Shell and unsung heroes such as his grandmother "whose unwavering love and determination and support left an undeniable mark on my life." He encouraged everyone to cherish the remarkable women in their lives.

He reported that he joined Council Members Shell and Grimes for the tour of all four of the City's schools. He said they were able to see first-hand the amazing things happening in Thomasville City Schools, as well as some of the major issues facing our schools.

He congratulated the varsity basketball team, which advanced to the fourth round of the playoffs. He said, "I'm so proud of these young men and their head coach Diane Ferguson, who was named All Conference Coach of the year for the third consecutive time."

He also attended the 2024 Main Street Conference in Goldsboro, NC. He said, "Seeing the creative ways cities across North Carolina have helped to make downtown

areas revitalized is not only inspiring, but it shows what is possible when you have a vision and support our community and its entrepreneurs. I'm excited to bring some of those ideas back to our community."

Mayor York reported that there were three ribbon cuttings over the past month at Sisters of Hope (community assistance outreach on Lexington Avenue), Firestone Complete Auto Care (Southgate Shopping Center), and the Love Cathedral (church on East Sunrise.)

He also attended a Veteran's coffee at the Library and was pleased to be a part of the group of veterans. He said the Library is going to host this regularly, and he thanked them for that.

It was his pleasure to be a server at the Empty Bowls fundraiser that raised money for needy/homeless children.

He also served as a greeter and emcee at the High School Hall of Fame for their induction ceremony. They recognized 3 teams and 31 individuals. One of the individuals who accepted induction into the Hall of Fame was Warren King, the "number one Bull Dog fan of all time." Warren has contributed a lot and has been the number one ambassador for Thomasville and the schools and local sports in every respect. "It did my heart good to see Warren accept that recognition."

He ended by saying, "Great things are happening here in Thomasville!"

City Manager Michael Brandt asked drivers to watch out for children and others who are getting outside on the sidewalks and in our parks. He said, "It seems as if every weekend we have car wrecks around the area. Please be careful driving. Pay attention to the drive, not your phone."

He reported that the City is paving 5.5 Miles of streets for \$1,010,831.0, which is almost \$200,000 per street mile. The City pays for that using the 1-cent property tax, Powell Bill Funds, and Car Tag fees.

All or portions of the following streets will be paved: Cox Street; Winston Street; Birch Tree Lane; Howard Circle; Country Manor Drive; Deerfield Court; Redbud Lane; Chrisswood Avenue; College Street, White Street; Bell Drive; Lowery Drive; Lanford Drive; Linda Drive; Gail Street; Council Street; Griffith Street; Hawthorne Lane; Poplar Lane; and Lines Street.

He also advised that the City purchased property on Trade Street, which will be paved for a public parking lot. They also purchased 52 East Main Street. The small car wash structure will be removed. The property will be used temporarily as public parking while plans are made to connect Main Street with PACE Park.

He thanked Leadership Davidson County for inviting him to speak to the class. He was able to share with them what the local government role is in the community.

He and Council Member Williams participated in the children's cooking program through Parks and Recreation.

City Attorney Whitman thanked Council and the Parks and Rec staff for everything they have done to make sure that Thomasville has nice facilities.

Assistant City Manager Eddie Bowling recognized MIS Director Justin Trogdon for his work with the Police Department to save the City and taxpayers nearly \$50,000 by adapting the current in-car and body camera system to work with some other sources of internet.

ACM Bowling also recognized Police Captain Brad Saintsing and staff who handled 34 calls for service in a single 8-hour period while Police Chief Carter was away.

He said, "We are thankful for both of their leadership in our organization!"

9. Closed Session - Personnel

Council Member Thrift moved to go into closed session for Personnel matters. Council Member Hunt seconded. Motion unanimously approved 7 – 0.

Council returned to open session. No action was taken in closed session.

Council Member Bratton left the meeting.

10. Additional Items – N/A.

11. Adjournment – Council Member Williams moved to adjourn. Council Member Shell seconded. Motion unanimously approved 7 – 0.

Raleigh York, Jr., Mayor

Wendy S. Martin, City Clerk

Agenda Item Cover Sheet

Admin. Use Only:

Committee Name Personnel/Finance

Committee Date
And Agenda #

4.2.24	PF10
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Item Name:

Consideration of Approval to Approve Resolution of Support for 2024 NC Accessible Parks Grant Program Application

Description of Item:

TPR is requesting a resolution of support to apply for the 2024 NC Accessible Parks Grant Program to develop enhancements to the Central Recreation Campus. Upgrades are focused on providing accessibility for the site, including ADA upgrades, ramps, play surfaces, new fencing and walkways, etc. This is a matching grant of 20% local/80% State up to \$500,000.

Back-Up Materials:

Council Action Requested:

Consideration of Approval to Approve Resolution of Support for 2024 NC Accessible Parks Grant Program Application

Requested By: C. Tobin

Department: TPR



RESOLUTION TO ADOPT AND ALLOCATE FUNDS FOR THE ACCESSIBLE PARKS GRANT PROGRAM

WHEREAS, the City of Thomasville intends to submit a Grant Application for the Accessible Parks Grant Program administered by the N.C. Division of Parks and Recreation and the N.C. Parks and Recreation Trust Fund the program. The matching grant program will fund the construction of special facilities or adaptation of existing facilities that meet the unique needs of people with disabilities or that enable them to participate in recreational and sporting activities, regardless of their abilities, and;

WHEREAS, the City of Thomasville acknowledges that the program is a matching grant program and that Local governments can request a maximum of \$500,000 with each application and must match the grant with at least one dollar of local funds for every five dollars in grant funds, and;

WHEREAS, the City of Thomasville believes our parks should strive to be accessible to all members of our community. Accessible parks play a crucial role in ensuring inclusivity and equal opportunities for recreation and leisure activities. By investing in accessible infrastructure and amenities, we not only enhance the quality of life for individuals with disabilities but also create vibrant and welcoming spaces for everyone to enjoy.

NOW THEREFORE, BE IT RESOLVED, that the City of Thomasville will support the Accessible Parks Grant Program administered by the N.C. Division of Parks and Recreation and the N.C. Parks and Recreation Trust Fund the program.

Adopted at a regular meeting of the Thomasville City Council on the 15th day of April, 2024.

CITY OF THOMASVILLE

[SEAL]

By: _____

Raleigh York, Jr., Mayor

Attest: _____

Wendy S. Martin, City Clerk

Agenda Item Cover Sheet

Admin. Use Only:

Committee Name

Personnel/Finance

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Committee Date
And Agenda #

4.2.24

PF1

Item Name:

Consideration of Budget Amendment 2024 - P10 - 01

Description of Item:

Appropriation of additional occupancy tax revenue for payment to Tourism, funding for replacement flooring at FD Station 22, and appropriations to cover estimated payroll and operational account deficits at year-end, and other items

Back-Up Materials:

Budget Amendment

Council Action Requested:

Approval of Budget Amendment

Requested By:

Thomas Avant

Department:

Finance

Budget Amendment

To: City Manager
From: Finance Director
Date: 3/22/2024
Council Budget Amendment Reference #: 2024 – P10 - 01
Re: 2023-2024 Budget Amendment

In the General Fund, the amendment appropriates surplus sales tax revenue to cover the remaining payroll costs for both ARPA grant-funded positions through the end of the fiscal year. This will ensure both positions are fully grant-funded through next fiscal year. Additional occupancy tax revenue is appropriated to ensure adequate funds for annual occupancy tax payments to the Thomasville Tourism Commission. Insurance proceeds are appropriated in the Police Department as the result of two traffic accidents. \$23,973 is appropriated for the purchase of a new Dodge Durango to replace a totaled Dodge Charger. \$55,000 is transferred from the MIS Department to cover the cost of replacement flooring at Fire Station 22. Contingency funds are transferred in the General Fund to cover payroll and operational account deficits projected at year-end, and surplus interest revenue is appropriated in the Water/Sewer Fund. Surplus swimming revenue is appropriated to cover a projected part-time salary deficit in the Recreation Department. Golf Course Fund Contingency is appropriated to cover an expected deficit for electricity costs and funding for a driving range ball dispenser.

GENERAL FUND

INCREASE REVENUE		
010-0000-310-01-00	Local Sales Tax	\$ 80,000.00
010-0000-310.03-00	Occupancy Tax	\$ 125,000.00
010-0000-341.02-04	Recreation/Swimming	\$ 20,000.00
010-0000-383.01-00	Refunds/Insurance Proceeds	\$ 5,075.00

010-0000-383.01-00	Refunds/Insurance Proceeds	\$ 23,973.00
Total		\$ 254,048.00

DECREASE APPROPRIATION

010-9010-505.58-00	Unallocated/Contingency	\$ 87,500.00
010-4710-512.21-03	Leases & Rentals/Lease of Software	\$ 55,000.00
Total		\$ 142,500.00

INCREASE APPROPRIATION

010-4110-511.02-03	Salaries/Part Time	\$ 5,000.00
010-4110-512.56-00	Payment to Other Agency – Tourism	\$ 125,000.00
010-4210-511.02-01	Salaries/Full Time	\$ 30,000.00
010-4410-511.02-01	Salaries/Full Time	\$ 50,000.00
010-4610-511.02-01	Salaries/Full Time	\$ 7,500.00
010-4910-521.02-01	Salaries/Full Time	\$ 5,000.00
010-5110-522.15-04	Maintenance & Repairs/Vehicles	\$ 5,075.00
010-5110-524.74-00	Capital Outlay/Equipment	\$ 23,973.00
010-5310-524.73-00	Capital Outlay/Other Improvements	\$ 55,000.00
010-5410-521.02-01	Salaries/Full Time	\$ 15,000.00
010-5630-532.13-03	Utilities/Street Lighting	\$ 40,000.00
010-6210-551.02-01	Salaries/Full Time	\$ 15,000.00
010-6280-551.02-03	Salaries/Part Time	\$ 20,000.00
Total		\$ 396,548.00

WATER/SEWER ENTERPRISE FUND

INCREASE REVENUE		
030-0000-350.00-00	Investment Earnings/Interest	\$ 35,000.00
INCREASE APPROPRIATION		
030-7010-571.02-01	Salaries/Full Time	\$ 15,000.00
030-7095-571.02-01	Salaries/Full Time	\$ 10,000.00
030-7098-571.02-01	Salaries/Full Time	\$ 10,000.00
Total		\$ 35,000.00

GOLF COURSE FUND

DECREASE APPROPRIATION		
031-9010-505.58-00	Unallocated/Contingency	\$ 18,000.00
INCREASE APPROPRIATION		
031-6221-552.13-01	Utilities/Electricity	\$ 5,000.00
031-6221-554.74-00	Capital Outlay/Equipment	\$ 13,000.00
Total		\$ 18,000.00

Agenda Item Cover Sheet

Admin. Use Only:

Committee Name

Personnel/Finance

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Committee Date
And Agenda #

4.2.24

PF2

Item Name:

Continued Discussion of Water Plant Apprentice Program

Description of Item:

Item carried over from last month for more discussion and review of contract with apprentice regarding claw back provision.

Back-Up Materials:

Job description, NCRWC employer agreement and separate employment contract with claw back provision.

Council Action Requested:

Approve Apprenticeship Program with NC Rural Water Association

Requested By:

Alisa Quick/Morgan Huffman

Department:

HR/Utilities



MEMORANDUM

TO: Michael Brandt, City Manager

FROM: Alisa Quick, Human Resources Director
Morgan Huffman, Utilities Maint. And Construction Director

SUBJECT: Adoption of the Water Plant Operator Apprenticeship Program

DATE: March 26, 2024

CC: File

The Thomasville City Council previously supported the idea of the City adopting a new Water Plant Apprenticeship program as a cost-effective, long-term solution to recruiting and retention challenges in a highly competitive field.

We are proposing that the City of Thomasville participates as a host employer with the North Carolina Rural Water Association's Apprenticeship program (NCRWA Apprenticeship). This program is designed to provide inexperienced candidates with a strong interest in water and utilities operations with the education and hands-on experience to build their careers, while strengthening the talent pool of qualified employees at the host location.

Program Highlights: The two-year, four thousand hour program features the following:

1. A formal workforce development program recognized by the North Carolina Department of Labor;
2. Structured on-site and virtual assessments with required criteria for successful completion of academic coursework and hours worked;
3. A designated on-site City of Thomasville mentor and a NCRWA career coach to help the apprentice navigate their work experience.
4. Training and resource opportunities and requirements provided directly by NCRWA representatives.
5. Opportunities for apprentices to gain job-related certifications required for water plant professionals.

Employer Commitments:

In addition to providing a supportive work environment conducive to learning and professional growth, the City would compensate the apprentice at a fair and reasonable rate, commensurate with their experience level and the nature of the entry-level role. The minimum hourly pay rate is currently \$20.00 per hour (approximately \$41,600.00 per year). Pay increases are generally expected after the successful completion of each of the four 1,000 hour terms.

Administrative and academic tuition fees would be covered by the City of Thomasville in the amount of \$3,500.00 (paid in two separate installments over the course of a two-year training period). An additional \$750.00 would cover the cost of the initial job advertisement, recruiting and placement fees (see attached information).

Program Period	Est. Cost	Description
Year One/ Phase I		
	\$750	Cost of initial recruiting and placement fee (one-time fee per placement)
	\$1,750	Phase I Program Administration and Tuition Fees
	\$59,269.60	Estimated Year One compensation cost at \$42,640 per year, plus benefits (\$16,629.60, at approximately 39%) 6 Months @ \$20.00 per hour = \$20,800 6 Months @ \$21.00 per hour = \$21,840
Total	\$61,769.60	
Year Two/ Phase II		
	\$1,750.00	Phase II Program Administration and Tuition Fees
	\$65,341.12	Estimated Year Two compensation cost at \$47,008 per year plus benefits (\$18,333.12, at approximately 39%) after four scheduled 5% increases. 6 Months @ \$22.05 per hour = \$22,932 6 Months @ \$23.15 per hour = \$24,076 The adjusted graduated pay rate would align with the starting pay grade of Grade 23, one grade below the starting rate of a full time certified Water Plant Operator (Grade 24).
Total	\$67,091.12	

Program Benefits:

Source: <https://www.ncrwa.org/apprenticeshipprogramemployerinformation.html>

- Reduces recruitment costs.
- Applicants are pre-screened before they are connected with the employer.
- Monthly on-site and virtual check-in.
- No-cost job coaching.
- DOL compliance management
- 11% Improvement in Productivity
- 14% Decrease in Turnover
- 15% Decrease in Absenteeism
- 26% Decrease in Injuries
- 3% Decrease in Rework
- For every \$1.00 invested in an Apprentice the ROI is \$1.70.

Introductory Video:

<https://www.ncrwa.org/registeredapprenticeshipprogram.html>

The proposed new partnership between the NCRWA and City of Thomasville would be effective upon approval in March of 2024. This program is subject to periodic evaluation and revision as appropriate in the future.

Attachment(s):

Revised Appendix A and Job Description



City of Thomasville
10 Salem Street
Thomasville, North Carolina 27360
Telephone 336-475-4229

**Water Plant Operator Trainee/Apprentice
Training and Employment Agreement**

Applicant: _____

Position: Water Plant Operator Trainee/Apprentice

WHEREAS, the applicant identified below acknowledges that the City of Thomasville has incurred substantial expenses in the hiring process for the applicant and will incur substantial expenses in the process of training the undersigned applicant to be a Water Plant Operator in conformance with the Division of Water Resources of the North Carolina Department of Environmental Quality and to the standards of this agency, and;

WHEREAS, it is acknowledged by the undersigned that these expenses are expected to be recaptured through service by the applicant to such agency after hiring and completion of such training and that the City of Thomasville will suffer substantial detriment if the undersigned should resign or take employment elsewhere during a period of eighteen (18) months following applicant's hiring and first day of work at the agency.

NOW, THEREFORE, it is hereby agreed between the parties in consideration of the mutual promises and obligations set forth as follows:

WITNESSETH:

1. The applicant agrees to undertake the required Water Plant Operator certification training, including but not limited to required classroom work and a specified period of field or facility instruction. Further, after completion of the required Water Plant Operator certification training, including but not limited to required classroom work and a specified period of field or facility instruction, the applicant also agrees to complete any required probationary training as scheduled. The applicant further agrees to attain a passing grade in all such training and, where applicable, to achieve the minimum standards necessary for certification as a certified Water Plant Operator as promulgated by the North Carolina Department of Environmental Quality and the North Carolina Water Treatment Facility Operator Certification Board.

2. The applicant further agrees to devote full time to the training and subsequent service, and to perform all assignments and duties in a professional manner satisfactory to the agency regulations, operating procedures and orders and directives from the Water Plant Superintendent or their designee.

3. The City of Thomasville agrees to provide uniforms and equipment, where applicable, as determined by the agency to be necessary to the performance of assigned duties and, further, to make available to the applicant essential training, including but not limited to:

- a. Water Plant Operator certification;
- b. Supervised on-duty probationary training, and;
- c. Program requirements associated with the North Carolina Rural Water Association's standards of Apprenticeship.

4. The agency agrees to pay for the applicant's uniforms, tuition, books and learning materials as a North Carolina Rural Water Association's Water Plant Operator Apprenticeship program participant.

5. Upon successful completion of the Water Plant Operator Academy program and other necessary requirements, applicant shall immediately engage in employment with the City of Thomasville at the usual and customary wage and employee benefits as provided for the applicant's pay grade and job classification.

6. In the event that the applicant terminates his or her employment with the agency within eighteen (18) months subsequent to the first working day, the applicant agrees to pay to The City of Thomasville the sum of five thousand dollars (\$5,000.00) for fees, learning resources, uniforms or equipment paid by the agency on behalf of applicant or to a Community College or the North Carolina Rural Water Association for program fees and services. It is specifically agreed that this sum is not a penalty, but is rather agreed upon as liquidated damages to compensate the agency for its costs to hire and train applicant. It is agreed that liquidated damages are appropriate in that hiring and training expenses are difficult to determine with certainty and that injury to the agency for premature termination is difficult to quantify. Liquidated damages are agreed upon so that applicant is not unjustly enriched by a breach of this agreement. This sum does not represent an attempt to recover salary paid.

7. The liquidated damages set forth in paragraph six (6) above will be due and payable at the time that the applicant terminates his or her employment with the agency prior to the expiration of the agreement period provided for herein.

The agency agrees that the damages assessed shall be not more than the figure assessed. The applicant further agrees that if such damages are not paid when due, the applicant shall pay all necessary and reasonable attorneys' fees, court costs and other reasonable incidental expenses

incurred in enforcing this agreement.

8. The applicant shall not be required to pay liquidated damage for early termination if:
 - a. The applicant is dismissed from employment during the agreement period, or;
 - b. The applicant is required to terminate employment due to a disabling physical illness or injury, or;
 - c. The applicant fails to complete training satisfactorily, or;
 - d. It is determined to be in the best interest of the agency, as determined in the sole discretion of the Director of Utilities Maintenance and Construction for the City of Thomasville.

Liquidated damages will be payable in the event that it reasonably appears or there is substantial evidence that the applicant has willfully sought to cause his or her own dismissal, failure, illness or injury.

9. The applicant expressly acknowledges that he or she understands that the advice of an independent attorney with respect to this agreement prior to signing it may be obtained at applicant's expense. The parties further agree that this document embodies the whole agreement between them and there are no inducements, promises, terms, conditions or obligations made or entered into other than contained herein.

The foregoing provisions are understood and agreed to by the undersigned. In witness whereof the parties have executed this agreement on this _____ (day) of _____(month), _____ (year).

APPLICANT

DIRECTOR OF UTILITIES MAINTENANCE AND CONSTRUCTION
CITY OF THOMASVILLE

WITNESS



Appendix E

EMPLOYER ACCEPTANCE AGREEMENT

ADOPTED BY

NORTH CAROLINA RURAL WATER ASSOCIATION



**DEVELOPED IN COOPERATION WITH THE
U. S. DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP**

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PARTICIPATING EMPLOYER ACCEPTANCE AGREEMENT

SPONSORING EMPLOYER								
1. Employer Name City of Thomasville								
2. Street Address 10 Salem Street								
3. City Thomasville			4. State NC		5. Zip Code 27360			
6. Name of CEO/Pres./Owner Michael M. Brandt		7. Title City Manager						
8. Apprenticeship Contact Name Carolyn Bynum		9. Title Workforce Development Coordinator		10. Phone # 743-202-0971		11. Email carolynbynum@ncrwa.org		
12. Employer ID# (EIN) 56-6001352		13. Total # Employees 314		# of Skilled Operators: 6 # of Female Operators: 0 # of Minority Operators: 0 14. Min. Age 18				
APPRENTICE WAGE SCHEDULE- See Appendix A-1 and/or A-2								
	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8
Term Hours	1000	1000	1000	1000	NA	NA	NA	NA
Dollar Amount	\$20.00	\$21.00	\$22.05	\$23.15	NA	NA	NA	NA
*Completion Hourly Wage Rate Apprentice Wage will be based on: 20.00 min.								

A participation fee of \$1,750 will be billed each year (year 1 and year 2) to the employer. Participating employers will receive an invoice at the beginning of each year of apprenticeship for this fee. This fee includes registrations costs for all required and elective courses (144 hours maximum per year) applicable to the system in which the apprentice works and other costs directly related to participation in the program.

I have been furnished a copy of the North Carolina Rural Water Association (NCRWA) U.S. Department of Labor approved Registered Apprenticeship Standards and have read and understand them and agree to abide by them unless and until canceled voluntarily or revoked for good cause by the NCRWA or U.S. Department of Labor, Office of Apprenticeship or Registration Agency.

The first year of program registration shall be on a provisional basis after which program approval may be made permanent, continued as provisional, or rescinded following a program performance review by the Registration Agency.

The recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national



ApprenticeshipUSA

origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years of age or older. The NCRWA and Sponsoring Employers will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under 29 CFR § 30.

I hereby agree to carry out the intent and purpose of the North Carolina Rural Water Association Registered Apprenticeship Standards and to abide by the rules and decisions of the North Carolina Rural Water Association.

Title

Signature

Date

Printed Name

Approved by the North Carolina Rural Water Association:

Title

Signature

Date

Printed Name

Agenda Item Cover Sheet

Admin. Use Only:

Committee Name

Personnel/Finance

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Committee Date
And Agenda #

4.2.24

PF4

Item Name:

Consider Approval of Amendment to the Thomasville Personnel Policy Appendix A to Add Two New Positions

Description of Item:

City Council has tentatively approved two new positions in next year's fiscal budget.

- 1) Public Utilities - Maintenance/Construction Division - Utility Locator position. This is the 2nd of 4 positions that are proposed to be added to this division over the next couple of years.
- 2) General Fund - Engineering Department - Geographic Information System Analyst. With the development of the Enterprise Asset Management system and Community Development software system, the City can no longer effectively work without a designated GIS staff member.

Back-Up Materials:

Job Descriptions

Council Action Requested:

Approve positions for Appendix A of Thomasville Personnel Policy

Requested By:

M. Brandt/A Quick

Department:

Admin./HR



CITY OF THOMASVILLE JOB DESCRIPTION

POSITION TITLE: UNDERGROUND UTILITY LOCATOR

**SALARY: GRADE 24: \$39,399.36 - \$66,978.94 Annually
(\$18.94 - \$32.20 Per Hour)**

FLSA CLASS: HOURLY (NON-EXEMPT)

DEPARTMENT: UTILITIES MAINTENANCE AND CONSTRUCTION

OVERVIEW:

The City of Thomasville is seeking a qualified candidate for a paid full-time position in the City's Utilities Department as an Underground Utility Locator.

With an annual operating budget of approximately \$50 million, the City is responsible for establishing and maintaining key infrastructure, multipurpose public facilities and parks, and most recently, a \$6.5 million initiative to construct a new state of the art aquatic community center. As an integral employer within the City limits, the City of Thomasville has over 300 employees that serve in administrative, utilities, maintenance, public works, planning and engineering as well as public safety roles.

The purpose of this position is to aid in preventing damage to existing underground utilities. This is achieved by accurately locating and marking city-owned water and sewer pipes and appurtenances in a timely manner in response to locate tickets called into and distributed by the North Carolina 811 Center. Other duties include calling in locates for work to be performed by city forces, maintaining locating equipment in good condition, assisting in the repair of water and sewer pipes and appurtenances when not locating, and other duties as assigned.

DESCRIPTION OF DUTIES:

- Accurately locates city-maintained water and sewer lines and services as requested;
- Maintains accurate records of locates performed;
- Works with NC811 to accurately maintain locate ticket status;
- Maintains locating equipment;
- Safely operates assigned city vehicle;
- Ensures that all work is performed in accordance with OSHA and City Safety Standards and Policies;
- Exercises extreme awareness when locating in active traffic zones;
- Works in emergencies or "On Call" when required;



- Keeps supervisor informed of any problems, requests help as needed;
- Assists in installing, maintaining, repairing, modifying, troubleshooting and repairing water distribution and sewer collection system piping;
- Aids in creation of GIS mapping of systems by recording locates in correct formats and submitting data to departmental mapper and City Surveyor;
- Completes all paperwork as required;
- Participates in all safety training as assigned;
- Participate in a variety of special projects as assigned;
- Performs related duties as required;
- Politely answers questions from homeowners and contractors;
- Interacts well with the public;
- Works outdoors in all types of weather.

RESPONSIBILITIES:

Under the supervision of the Maintenance & Construction Superintendent an employee in this position performs duties associated with maintenance of the water distribution and sewer collection systems.

Responsible for locating and maintaining records of the City's water distribution and sewer collection systems, and proper operation and maintenance of locating equipment. Considerable independent judgment is exercised within the scope of standard operational procedures; however, when abnormal conditions develop a supervisor should be consulted for advice and instruction. Work is performed in accordance with regulations of the North Carolina Department of Environmental Quality, OSHA, and City policies and procedures.

Work primarily includes performing underground utility locates, properly recording same in NC811 system on a computer, tablet, or cell phone; troubleshooting problems with locating equipment. Work is performed under the immediate supervision of the Maintenance & Construction Superintendent or Assistant Construction Superintendent. Work is evaluated for accuracy and timeliness. Work is checked by observation of work in progress and accuracy of locates and records.

KNOWLEDGE, SKILLS AND ABILITIES:

- Thorough knowledge of the laws regulating and process involved in locating underground utility lines.
- Ability to use computers, tablets, cell phones, associated software, and underground utility locating equipment.
- Good verbal and written communication skills.



- Knowledge of State and Local laws, ordinances and regulations related to water distribution and sewer collection.
- Some knowledge of the occupational hazards of the work and necessary safety precautions.
- Ability to make decisions based on logic, good judgment, and circumstances in the absence of a supervisor.
- Ability to prioritize and re-prioritize throughout the work day as conditions and workload demand.
- Ability to receive and carry out instructions provided by a supervisor.

PHYSICAL REQUIREMENTS:

Work in this class requires a medium to heavy effort to complete. Employee must be able to physically perform the basic life support functions of climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, feeling, talking, hearing, and performing repetitive motions. This employee must have the visual acuity to prepare and analyze data and figures, perform extensive reading, conduct visual inspection of small defects or parts, operate a machine, use measurement devices and to assemble parts at distances close to the eyes. Working conditions are inside and outside environmental conditions, including extreme heat and extreme cold. Employee is subject to hazards, including a variety of physical conditions, such as proximity to vehicular traffic, moving mechanical parts, electrical current, exposure to chemicals, noise and atmospheric conditions. This worker is occasionally in close quarters, shafts, man holes, small enclosed rooms, and other areas which could cause claustrophobia.

DESIRABLE TRAINING AND EXPERIENCE:

Completion of high school diploma or GED required, supplemented with additional vocational training in mechanics, electronics, biology, chemistry or related field. Utility Locator Certification preferred. Current North Carolina Water Distribution Operator or Water Pollution Control Collection System Certification preferred.

SPECIAL REQUIREMENTS:

This position requires a valid North Carolina Driver's License. Must be at least 18 years old to qualify.

APPLICATION PROCESS:

Applications can be obtained from the Human Resources Department, City Hall, Monday thru Friday, 8:00 AM through 5:00 PM or any time on the City of Thomasville website at <https://www.thomasville-nc.gov>.

SELECTION PROCESS:



Applications will be reviewed to select the best-qualified applicants. Selection will include a structured interview. This position is considered to be open until filled.

The City of Thomasville is an Equal Opportunity Employer and does not discriminate on the basis of race, religion, color, sex, gender identity, sexual orientation, age, non-disqualifying physical or mental disability, national origin, veteran status or any other basis covered by appropriate law. All employment is decided on the basis of qualifications, merit, and organizational needs.

Revised February, 2024



CITY OF THOMASVILLE JOB DESCRIPTION

POSITION TITLE: GRAPHIC INFORMATION SYSTEM (GIS) ANALYST

**SALARY: GRADE 31: \$55,438.88- \$94,246.08 Annually
 (\$26.65 - \$45.31 Per Hour)**

FLSA CLASS: HOURLY (NON-EXEMPT)

DEPARTMENT: ENGINEERING (PLANNING AND INSPECTIONS)

OVERVIEW:

The City of Thomasville is seeking a qualified candidate for a paid full-time position in the City's Utilities Department as a Graphic Information System (GIS) Analyst.

With an annual operating budget of approximately \$50 million, the City is responsible for establishing and maintaining key infrastructure, multipurpose public facilities and parks, and most recently, a \$6.5 million initiative to construct a new state of the art aquatic community center. As an integral employer within the City limits, the City of Thomasville has over 300 employees that serve in administrative, utilities, maintenance, public works, planning and engineering as well as public safety roles.

The purpose of this position is to develop, implement and maintain GIS projects and databases for the City of Thomasville.

DESCRIPTION OF DUTIES:

- Performs technical analytical work to define, compile and extract map information from the graphics information system data base for various uses.
- Plans, researches and develops GIS system solutions.
- Develops, implements and maintains critical database information to ensure accuracy and reliability of data.
- Develops work plans to execute prioritized and approved GIS projects assigned.
- Uses computer drafting software, GIS software, and surveying software to produces various maps and drawings.



- Assist with data collection with GPS and field collection with ArcPad and ArcGIS Collector for inventory of manholes, water valves, water meters, sewer lines, storm drains, and street signs.
- Creates maps of current projects including listing of property owners.
- Copies property maps and plats, water and sewer line plans, and construction plans for internal and external customers.
- Researches and evaluates infrastructure and utility information and provides technical information and assistance to City personnel and the public.
- Provides technical assistance training to staff and management using GIS technology as needed.
- Maintains various filing systems and indexes of maps and plans.
- Troubleshoots and assists coworkers with operation and maintenance of data collection devices used by the City.
- Adds attributes to comprehensive mapping system as requested by Departments.
- Maintains data in mapping system and attributes for Public Services Asset Management program.
- Maintains the City's Manual of Practice for technical specifications and design criteria.
- Responds to citizens' questions and comments from the general public.
- Attends meetings, conferences, workshops and training sessions to remain aware of technology and abilities within the field and implement as appropriate.
- Ensures that all work is performed in accordance with OSHA and City Safety Standards and Policies.
- Performs other related duties as assigned.

RESPONSIBILITIES:

Under the supervision of the Planning and Zoning Administrator within the Engineering Department, an employee in this class is responsible for the daily management of Geographic Information System (GIS) components, which includes the collection, verification, analysis, querying, storage, archiving, distribution and maintenance of information related to physical phenomena.



The GIS Analyst performs skilled map drafting and related technical work using a computerized mapping system in the preparation and maintenance of maps of land parcels and related records of ownership.

Work includes the collection and verification of data; maintaining accurate and current metadata; creating layers, layouts and analyses in response to requests; creating interactive web maps and data; maintaining GIS software; advising the City's department users, and working with outside consultants, City staff, County staff, and neighboring municipal GIS staff to coordinate usages.

Work is performed in accordance with regulations of the State of North Carolina and the City of Thomasville's policies and procedures.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge and ability to operate and use GIS hardware, software and related peripheral equipment.
- Being proficient with Esri ArcGIS Pro and ArcGIS Desktop with knowledge of extensions such as Network Analyst, 3D Analyst and Spatial Analyst.
- Ability to use and create applications in the Esri environment.
- Knowledge of GIS principles, terms, concepts, procedures and geoprocessing functions and techniques.
- Ability to prioritize workload, solve problems, and meet deadlines with minimum supervision.
- Knowledge of City and department policies and procedures.
- Skill in drafting and design.
- Skill in reading and interpreting engineering drawings.
- Skill in using a variety of drafting, engineering, and surveying tools and equipment.
- Skill in oral and written communication.
- Ability to compute areas from property descriptions and maps.
- Ability to interpret deeds and transfer the pertinent data to maps.
- Ability to receive and carry out instructions provided by a supervisor.



PHYSICAL REQUIREMENTS:

Work in this class requires a light to medium effort to complete. Employee must be able to physically perform the basic life support functions of climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, feeling, talking, hearing, and performing repetitive motions. This employee must have the visual acuity to prepare and analyze data and figures, perform extensive reading, conduct visual inspection and operation of small mechanical and electronic equipment, use measurement devices at distances close to the eyes.

Working conditions include building interiors and outside environmental conditions, such as various weather conditions (i.e. precipitation, extreme heat and cold). Employee is subject to hazards, including a variety of physical conditions, exposure to noise and atmospheric conditions.

DESIRABLE TRAINING AND EXPERIENCE:

- Completion of high school diploma or GED required.
- Knowledge and level of competency commonly associated with completion of an Associate's Degree in GIS/Surveying Technology or Civil Engineering Technology or commensurate work experience in a related field.
- Bachelor's Degree in GIS, Computer Science, Planning, Civil Engineering or other related field preferred.
- A combination of education and experience, which provides the applicant with the required knowledge, skills and abilities, will be considered.

SPECIAL REQUIREMENTS:

This position requires a valid North Carolina Driver's License or ability to readily obtain a valid driver's license issued by the State of North Carolina for the type of vehicle or equipment operated. Must be at least 18 years old to qualify.

APPLICATION PROCESS:

Applications can be obtained from the Human Resources Department, City Hall, Monday thru Friday, 8:00 AM through 5:00 PM or any time on the City of Thomasville website at <https://www.thomasville-nc.gov>.



SELECTION PROCESS:

Applications will be reviewed to select the best-qualified applicants. Selection will include a structured interview. This position is considered to be open until filled.

The City of Thomasville is an Equal Opportunity Employer and does not discriminate on the basis of race, religion, color, sex, gender identity, sexual orientation, age, non-disqualifying physical or mental disability, national origin, veteran status or any other basis covered by appropriate law. All employment is decided on the basis of qualifications, merit, and organizational needs. The City of Thomasville reserves the right to modify this job description based on organizational needs.

Revised March, 2024

APPENDIX A: CLASSES TO GRADES SCHEDULE

CITY OF THOMASVILLE EFFECTIVE UPON ADOPTION APRIL 22, 2024

PG	Class Titles	Minimum Annual	Minimum Hourly	Maximum Annual	Maximum Hourly
17	Customer Service Golf (Part-Time)	\$28,000.40	\$13.46	\$47,600.65	\$22.88
18	Assistant Golf Professional I Parks & Recreation Worker I Laborer Office Support I Sanitation Collector	\$29,400.42	\$14.13	\$49,980.67	\$24.03
19	Golf Greenskeeper I	\$30,870.77	\$14.84	\$52,480.30	\$25.23
20	Collections Clerk Parks & Recreation Worker II Lead Operator Golf Meter Reader Office Support II	\$32,413.96	\$15.58	\$55,103.72	\$26.49
21	Equipment Operator I Golf Greenskeeper II Meter Services Technician Peak Time Collections Clerk Communication Officer I Sanitation Equipment Operator Streets Operator I	\$34,034.63	\$16.36	\$56,724.37	\$27.27
22	Accounting Clerk I Assistant Golf Professional II Billing Clerk Call Center Operator Equipment Operator II Fleet Service Assistant Maintenance Mech/Cemetery Communication Officer II Streets Operator II	\$35,736.37	\$17.18	\$60,751.84	\$29.21
23	Administrative Specialist I Auto Mechanic I Equipment Operator III Lead Meter Reader Sanitation Equipment Operator, Senior W/S Plant Operator Apprentice/Trainee	\$37,523.20	\$18.04	\$63,788.82	\$30.67
24	Accounting Clerk II Animal Control Officer Assistant/Spray Technician (Golf) Firefighter Trainee Lead Billing Clerk Signs & Signals Technician Underground Utility Locator	\$39,399.36	\$18.94	\$66,978.94	\$32.20

	W/S Maintenance Technician				
	W/S Plant Operator I				
25	Accounting Technician	\$41,369.34	\$19.89	\$70,327.88	\$33.81
	Administrative Specialist II				
	Auto Mechanic II				
	Maint/Constr Crew Leader				
	Parks & Recreation Crew Leader				
	Firefighter I				
	Golf Greens Crew Leader				
	Golf Turf Mechanic				
	Administrative Specialist II.				
	Permits Specialist				
	Recreation Center Supervisor				
	Recreation Specialist				
	Streets Crew Leader				
	W/S Plant Operator II/C				
	Accountant				
26	Firefighter II	\$43,737.77	\$21.03	\$73,844.24	\$35.50
	Human Resources Technician				
	Minimum Housing Inspector				
	Police Officer Trainee				
	Records/Communication Supervisor				
	W/S Plant Operator III/B				
	W/S Plant Operator/Lab Technician				
	W/S Utility Chief Maintenance Mechanic				
27	Auto Mechanic III	\$45,609.69	\$21.93	\$77,536.47	\$37.28
	Code Inspector I				
	Engineering Technician				
	Executive Assistant				
	Fire/Rescue Specialist				
	Police Officer I				
	Purchasing/Inventory Specialist				
	Recreation Programs Manager				
	W/S Plant Operator IV & A				
28	Accounting Specialist	\$47,890.17	\$23.02	\$81,413.28	\$39.14
	Business License Inspector				
	Customer Svc Supervisor				
	Garage Supervisor				
	Police Officer II				
	Fire Engineer				
	Rescue Engineer				
	Sanitation Supervisor				
	Signs & Signals Supervisor				
	Streets Supervisor				
	W/S Lead Plant Operator				
	Purchasing Officer				
29	Athletic Director	\$51,290.36	\$24.66	\$87,193.63	\$41.92
	Code Inspector II				
	Human Resources Analyst				
	Master Police Officer I				
	PC Support Specialist				

	Risk Manager W/S Plant Maintenance Chief				
30	Assistant Construction Superintendent Downtown Economic Development Director Financial Analyst Master Police Officer II	\$52,798.91	\$25.38	\$89,758.13	\$43.15
31	City Surveyor Code Inspector III Fire Captain Garage Superintendent GIS Analyst Golf Course Superintendent Head Golf Professional Maintenance Construction Superintendent Parks & Recreation Superintendent Police Corporal Recreation Program Manager Rescue Captain	\$55,438.88	\$26.65	\$94,246.08	\$45.31
32	Accounting Operations Manager Master Sergeant Planning/Zoning Administrator Police Sergeant Street Superintendent	\$59,375.01	\$28.55	\$100,937.65	\$48.53
33	City Clerk Construction Superintendent Laboratory Supervisor Sanitation Superintendent W/S Plant Superintendent	\$62,343.77	\$29.97	\$105,984.43	\$50.95
34	Director of Emergency Management Division Chief of Code Enforcement/Fire Marshal Division Chief of Fire and Life Safety Division Chief of Training Division Chief/Fire Marshal Fire Battalion Chief Police Lieutenant	\$64,177.40	\$30.85	\$109,101.57	\$52.45
35	Assistant Finance Director	\$67,386.27	\$32.40	\$114,556.64	\$55.08
36	MIS Assistant Director	\$70,755.60	\$34.02	\$120,284.52	\$57.83
37	Police Captain	\$74,293.37	\$35.72	\$126,298.74	\$60.72
38	Police Major	\$78,008.04	\$37.50	\$132,613.68	\$63.76
39	City Engineer Deputy Fire Chief Director of Finance Human Resources Director MIS Director Parks & Recreation Director Public Works Director	\$81,908.43	\$39.38	\$139,244.35	\$66.94

40	Peak Time City Attorney Utilities Director	\$86,003.85	\$41.35	\$146,206.55	\$70.29
43	Deputy City Manager Fire Chief Police Chief	\$99,560.21	\$47.87	\$169,252.36	\$81.37

Agenda Item Cover Sheet

Admin. Use Only:

Committee Name Personnel/Finance

Committee Date
And Agenda #

4.2.24	PF5
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Consider Approval of Revised Police Trainee Contract

Description of Item:

Upon further review, staff recommends the removal of the prorated provision within the current contract for Police Trainees that leave our employment and increase the amount to \$5,000 instead of \$3,000.

Back-Up Materials:

Revised Contract

Council Action Requested:

Consider Approval of Revised Police Trainee Contract

Requested By: Chief Carter

Department: Police



Basic Law Enforcement Training and Employment Agreement

Applicant: _____

Position: _____

WHEREAS, the applicant identified below acknowledges that the Thomasville Police Department has incurred substantial expenses in the hiring process for the applicant and will incur substantial expenses in the process of training the undersigned applicant to be a _Police Officer_____ in conformance with North Carolina law and to the standards of this agency, and;

WHEREAS, it is acknowledged by the undersigned that these expenses are expected to be recaptured through service by the applicant to such agency after hiring and completion of such training and that the Thomasville Police Department will suffer substantial detriment if the undersigned should resign or take employment elsewhere during a period of eighteen (18) months following applicant's hiring and first day of work at the agency.

NOW, THEREFORE, it is hereby agreed between the parties in consideration of the mutual promises and obligations set forth as follows:

WITNESSETH:

1. The applicant agrees to undertake the required basic law enforcement training, including but not limited to required classroom work and a specified period of field or facility instruction. Further, after completion of the required basic law enforcement training, including but not limited to required classroom work and a specified period of field or facility instruction, the applicant also agrees to complete any required field training as scheduled. The applicant further agrees to attain a passing grade in all such training and, where applicable, to achieve the minimum standards necessary for certification as a law enforcement officer as promulgated by the North Carolina Education and Training Standards Commission.

2. The applicant further agrees to devote full time to the training and subsequent service, and to perform all assignments and duties in a professional manner satisfactory to the agency regulations, operating procedures and orders and directives from the Chief of the Thomasville Police Department.

3. The agency agrees to provide uniforms and equipment, where applicable, as determined by the agency to be necessary to the performance of assigned duties and, further, to make available to the applicant essential training including but not limited to:

- a. Basic Law Enforcement Training (BLET), and;

b. Supervised on-duty field training;

4. The agency agrees to pay for the applicant's tuition and books for the BLET program.

5. Upon successful completion of the BLET program and other necessary requirements, applicant shall immediately engage in employment with the Thomasville Police Department at the usual and customary wage and employee benefits as provided for the applicant's pay grade and job classification.

6. In the event that the applicant terminates his or her employment with the agency within eighteen (18) months subsequent to the first working day, the applicant agrees to pay to the Thomasville Police Department the sum of five thousand dollars (\$5,000.00) for fees paid by the agency on behalf of applicant to the Community College. It is specifically agreed that this sum is not a penalty, but is rather agreed upon as liquidated damages to compensate the agency for its costs to hire and train applicant. It is agreed that liquidated damages are appropriate in that hiring and training expenses are difficult to determine with certainty and that injury to the agency for premature termination is difficult to quantify. Liquidated damages are agreed upon so that applicant is not unjustly enriched by a breach of this agreement. This sum does not represent an attempt to recover salary paid.

7. The liquidated damages set forth in paragraph six (6) above will be due and payable at the time that the applicant terminates his or her employment with the agency prior to the expiration of the agreement period provided for herein.

8. The applicant shall not be required to pay liquidated damage for early termination if:

a. The applicant is dismissed from employment during the agreement period, or;

b. The applicant is required to terminate employment due to a disabling physical illness or injury, or;

c. The applicant fails to complete training satisfactorily, or;

d. It is determined to be in the best interest of the agency, as determined in the sole discretion of the Chief.

Liquidated damages will be payable in the event that it reasonably appears or there is substantial evidence that the applicant has willfully sought to cause his or her own dismissal, failure, illness or injury.

9. The applicant expressly acknowledges that he or she understands that the advice of an independent attorney with respect to this agreement prior to signing it may be obtained at applicant's expense. The parties further agree that this document embodies the whole agreement between them and there are no inducements, promises, terms, conditions or obligations made or entered into other than contained herein.

The foregoing provisions are understood and agreed to by the undersigned. In witness whereof the parties have executed this agreement this ___ day of _____, at _____ o'clock_____.

APPLICANT

Chief of Police

Agenda Item Cover Sheet

Admin. Use Only:

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Committee Name

Personnel/Finance

Committee Date
And Agenda #

4.2.24

PF8

Item Name:

Proposal to restructure and reclassify two positions:

Major's position to Police Officer I

Lieutenant position (community liaison) to Captain of support and community services bureau

Description of Item:

Major's position to Police Officer I

Lieutenant position (community liaison) to Captain of support and community services bureau. The police officer I position will be used to support the Liberty Drive Elementary and Thomasville Primary School as a School Resource Officer.

Back-Up Materials:

Memo laying our organizational changes

Council Action Requested:

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Requested By:

Chief Dustin Carter

Department:

Police Department



City of Thomasville

North Carolina
Police Department

Dustin W. Carter
Chief of Police



To: Assistant City Manager, Eddie Bowling and City Manager, Michael Brandt

From: Dustin Carter, Chief of Police

Date: 03/26/2024

Re: Proposal to re-classify two positions and restructure

Restructuring Proposal

The department is proposing the two following structural changes:

(1) Reclassify the Police Major position to a Police Officer I position:

Grade 43 to Grade 27

Justification

- By reclassing the Police Major position, the department will be able to offer an additional service of providing a school resource officer (Police Officer I to Master Police Officer II) for Thomasville Elementary Schools. This is a service that hasn't been provided for Thomasville's Elementary School system in many years.
- After providing an elementary school resource officer, the department plans to begin the educational Drug Abuse Resistance Education (DARE) program for the elementary students. DARE is a program that has historically been taught to Davidson County elementary schools. The goal of DARE will be to provide students with the necessary skills to resist peer pressure and live productive drug and violence-free lives.
- By providing an Elementary School Resource Officer (SRO), the following benefits can be observed:
 - **Enhanced Safety:** SROs contribute to a safer school environment by being present on campus. Their law enforcement training allows them to respond effectively to external threats.
 - **Positive Relationships:** SROs build trust and cooperation between law enforcement and students. They engage with students, acting as mentors and guides.
 - **Collaboration:** SROs collaborate with school staff, students, and parents to address safety concerns and prevent incidents.

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Police Administration Phone (336) 475-4274 • Fax (336) 475-5209
Communications Phone (336) 475-4260 • Fax (336) 475-4277



City of Thomasville

North Carolina

Police Department

Dustin W. Carter

Chief of Police



- This reclassification can result in an increase in officer retention through greater job rotation opportunities.
- The department's budget will experience a decrease in administrative costs (salaries and benefits) as a result of the position reclassification.

(2) Reclassify the Community Liaison Lieutenant to a Captain of Support and Community Services Bureau:

Grade 34 to 37

Justification

- Currently, two bureau captains, a police major, and a chief of police support the current authorized structure of the police department. The department is divided into two separate bureaus, each managed by a captain; investigative services bureau and field operations bureau. The investigative services bureau captain supervises the following divisions: special operations, criminal investigations division, community liaison lieutenant, and the records/communications division. The field operations bureau captain supervises all of the department's patrol teams, division commanders, K-9 teams, and the traffic safety unit. The police major oversees both bureau captains as well as the services Unit that is comprised of the SROs, Desk Officer, Animal Control, and the Training Lieutenant.
- By reclassifying the community liaison lieutenant to a Captain of Support and Community Services Bureau, the organizational structure will mirror a flatter management structure rather than the traditional tall or vertical structure.
- This restructure will lead to fewer levels of upper-management, improved communication throughout the department, quicker decision-making, and greater horizontal career paths and cross-utilization.
- The new Captain of Support and Community Services Bureau will be responsible for managing the training division, records/communications division, animal control unit, accreditation unit and manager, and the community resource officer which will replace the desk officer position.

Current Organizational Structure

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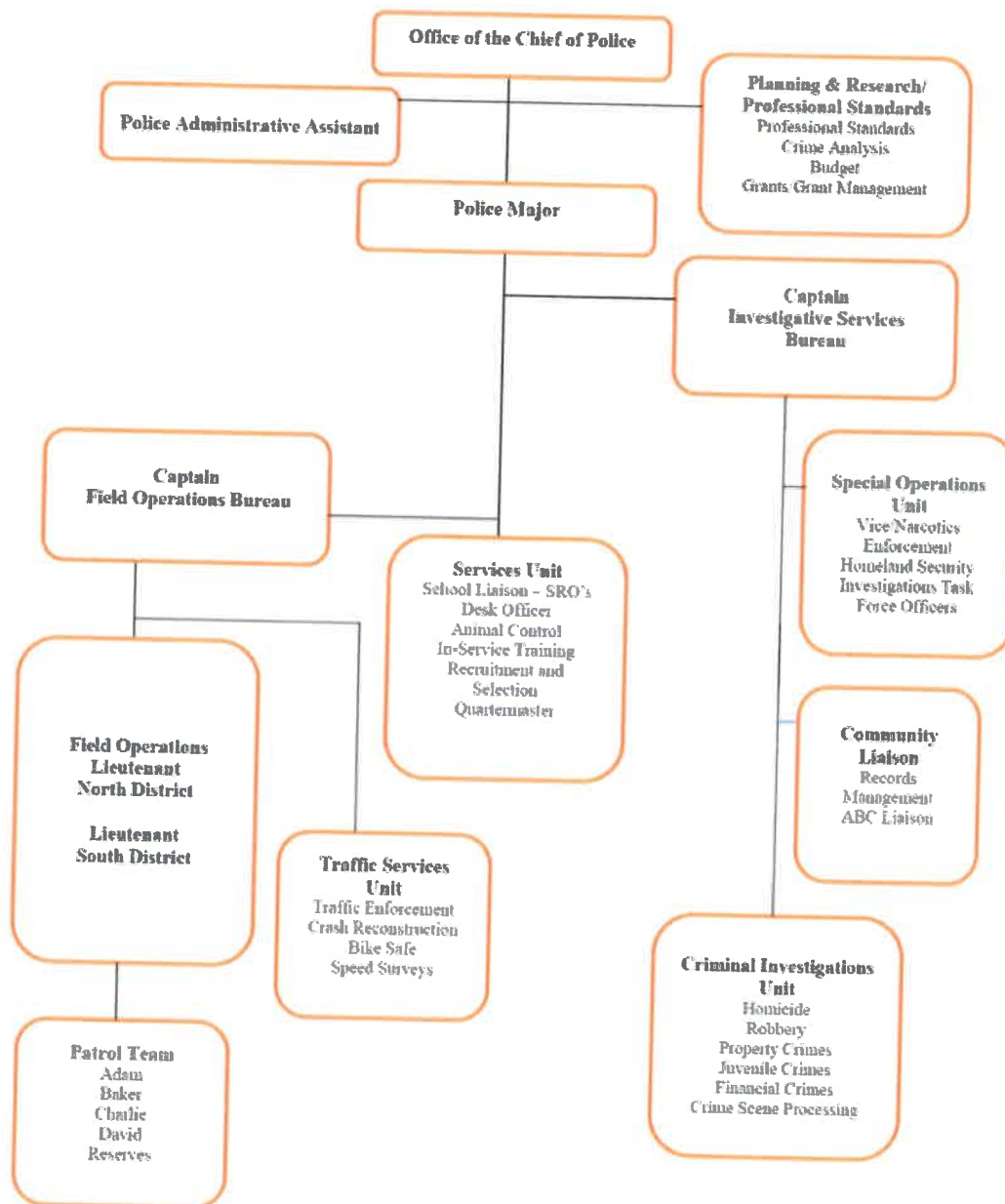
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Proposed Organizational Structure

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Police Department

Dustin W. Carter

Chief of Police



It ensures that decisions are made at the appropriate level and that there is a clear line of authority for issuing orders and directives.

- *Coordination and collaboration:* An organized structure facilitates communication and collaboration among different units and divisions within the police department. This coordination is vital for addressing complex issues such as major crimes, emergencies, and large-scale events.
- *Resource management:* The organizational structure helps in the efficient management of resources, including personnel, equipment, and budget. It ensures that resources are allocated according to operational priorities and strategic objectives.
- *Training and development:* A structured organization provides a framework for training programs and career development opportunities within the police force. It allows for the identification of skill gaps and the implementation of training initiatives to address them.
- *Community relations:* The organizational structure can influence how the department interacts with the community. A well-structured organization promotes community engagement and trust by ensuring that officers are deployed effectively, responsive to the community and needs, and accountable for their actions.
- *Adaptability:* An adaptable organizational structure allows the department to respond effectively to changing circumstances, emerging threats, and evolving community expectations. It enables the organization to implement new strategies, technologies, and practices as needed to fulfill its mission.

Types of Organizational Structures

Traditionally, police departments are aligned under a hierarchical structure, also known as a tall or vertical structure. Tall structures can be viewed as the classic bureaucracy, with origins from the military. Although effective in managing large groups of people or when subdividing the diverse levels of service inherent in public safety, the tall organizational structure isn't without challenges. Typical constraints in Tall organizational structures include:

- *Inflexibility* – Typically, these organizations are very slow to react or adapt to change.
- *Slow decision-making* – Think of the chain of command and the complexities associated with moving information to or from the agency CEO.
- *Resistance to creativity* – This typically occurs due to a top-down approach to decision-making, which tends to stifle creativity and innovation.

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City of Thomasville

North Carolina

Police Department

Dustin W. Carter

Chief of Police

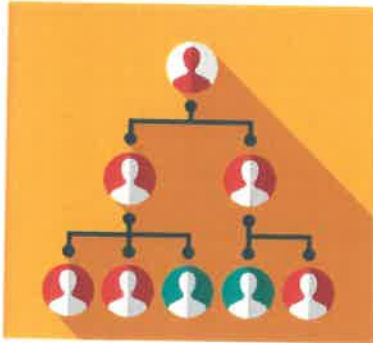


Figure 1-Tall Organizational Structure



Figure 2-Flatter Organizational Structure

By comparison, flat organizational structures utilize fewer layers of management, with the remainder of the organization accommodating a wider span of control. Common characteristics of flatter organizational structures include:

- *Decentralized management approach* – More direct lines of communication to senior management.
- *Fewer levels of management* – Less bureaucracy and easier communication with agency leadership.
- *Horizontal career paths and cross-utilization* – This can sometimes result in reduced opportunities for advancement but does allow for increased skill development as employees are utilized in multiple, non-compartmentalized roles.
- *Broadly defined jobs and general job descriptions*– Offers a more utilitarian approach and utilization of human capital.
- *Emphasis on teams* – Offers more creativity and empowerment among employees who ultimately provide enhanced levels of customer service.
- *Strong focus on the customer* – Content and empowered employees who believe they have equal stake in the organization typically produce at a higher rate than their counterparts do.

Sincerely,

Chief Dustin Carter

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Agenda Item Cover Sheet

Admin. Use Only:

Committee Name Public Services

Committee Date
And Agenda #

4.2.24	PServ2
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Item Name:

Consideration of Approval of Contract with WithersRavenel for Sewer AIA Engineering Services in the Amount of \$400,000

Description of Item:

The project consists of building an asset management plan for Thoamsville's sewer system with the following included in the scope of work: 1) Inventory of assets with completed GIS mapping, 2) Condition Assessment, 3) 10 Year Capital Improvements Plan, and 4) Lifecycle Modeling.

Back-Up Materials:

Contract

Council Action Requested:

Consideration of Approval of Contract with WithersRavenel for Sewer AIA Engineering Services in the Amount of \$400,000

Requested By: Morgan Huffman

Department: Public Utilities



March 26, 2024

Morgan Huffman, Public Utilities Director
City of Thomasville
10 Salem Street
Thomasville, NC 27360

**RE: Agreement for Professional Services
Sewer AIA Engineering Services
Thomasville, North Carolina
WR Project No. 23-1238**

Dear Mr. Huffman,

WithersRavenel is pleased to provide this Agreement for Professional Services. The City received an ARPA grant of \$400,000 to conduct a Sewer AIA (DWI Project Number AIA-W-ARP-0277). We look forward to working with you on this project. If you have any questions or concerns about this agreement, please do not hesitate to call me at the number listed below.

Sincerely,
WithersRavenel

A handwritten signature in black ink, appearing to read "Deepthi Kalyanam", with a horizontal line underneath.

Deepthi Kalyanam
Senior Project Manager, Funding and Asset Management

skaluanam@withersravenel.com
Ph. 919.469.3340 | Direct. 919.579.6811

Attachment:

Agreement for Professional Services

115 Mackenan Drive | Cary, NC 27511

t: 919.469.3340 | www.withersravenel.com | License No. F-1479

Asheville | Cary | Charlotte | Greensboro | Pittsboro | Raleigh | Southern Pines | Wilmington

City of Thomasville Thomasville, North Carolina Agreement for Professional Services

A. Project Description

This fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of City of Thomasville and formalize an agreement for the implementation and logistics for these services.

This agreement is based on the project site located in Thomasville, North Carolina.

Listed below is a summary of several key aspects of the project based on discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this agreement and any subsequent agreements the following references shall apply:

1. City of Thomasville shall be known as the "Client" or "City";
2. WithersRavenel shall be known as the "Consultant";
3. The property and overall project shall be known as the "Project";
4. The executed agreement shall be known as the "Agreement";
5. North Carolina Department of Environmental Quality shall be known as "NCDEQ";
6. Division of Water Infrastructure shall be known as "DWI";
7. The American Rescue Plan Act shall be known as "ARPA";
8. The Capital Improvement Plan shall be known as "CIP";
9. The Asset Management Plan shall be known as "AMP";
10. Asset Inventory and Assessment shall be known as "AIA".
11. Geographic Information System shall be known as "GIS".

The Client is a recipient of an Asset Inventory and Assessment (AIA) grant for the September 2022 Funding Cycle (DWI Project Number AIA-W-ARP-0277). AIA grants are authorized by NC Session Law 2015-241 in the changes made to NCGS 159G. The purpose of the grants is to encourage water and wastewater utilities to become more viable and more proactive in the management and financing of their systems.

A local match is required based on Local Government Unit indicators of percent population change, poverty rate, median household income (MHI), percent unemployment, and property valuation per capita compare with the State benchmarks. For this grant, there is no City match.

B. Project Description

The project consists of building an asset management plan for the Client's sewer system with the following included in the scope of work: 1) Inventory of assets with completed GIS mapping, 2) Condition Assessment, 3) 10 Year Capital Improvements Plan, and 4) Lifecycle Modeling.

C. Timeline for Services

Consultant will begin work upon receipt of executed Agreement and written notice to proceed from the Client. Estimated timeframes for the basis of the services described in the Scope of Services are shown below.

Task	Task Duration (months)	Contract Duration (Months) from Notice to Proceed	Estimated Start Date	Estimated End Date
Form Project Team, Schedule Kick off and Begin Records Review	1	1	Apr-24	Apr-24
Data Acquisition, Assessment, and Database Design	2	3	May-24	Jun-24
Complete GPS Data Collection and Data Attribution, System Map Books, GIS Database Deliverable	5	8	Jul-24	Nov-24
Condition Assessment (CCTV Data Incorporation)	2	8	Oct-24	Nov-24
Risk Analysis, CIP Development and Life Cycle Model	3	11	Dec-24	Feb-25
Draft Asset Management Plan	2	13	Mar-25	Apr-25
Final Asset Management Plan and Board Presentation	2	15	May-25	Jun-25

1. From the above and factoring in variability in the approval process and weather, it is estimated the total project timeframe for the Scope of Services to be 15-16 Months with 30 days of contingency included.
2. If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed-upon adjustments may result in adjustments to Consultant fees.
3. Certain tasks, such as reviews and approvals, are performed by third parties, including governmental agencies, over which neither Client nor Consultant have control or responsibility. As such, neither party is responsible for delays or the resulting cost impacts caused by third parties.

D. Scope of Services

Consultant shall provide the services identified under each task below as its “Basic Services” under the Agreement.

Task 1 - Project Management

A. Project related:

1. Consultant shall provide services for the overall management and administration of the Project including any internal and external coordination and general administration duties.
2. Consultant shall identify key team members, schedule, and attend a project kick-off meeting to introduce the Team to the Client and establish the Project communication channels between the Client and Consultant.
3. Consultant will conduct and coordinate activities related to project scope, budget, schedule, quality assurance and quality control and as well as correspondence related to data collection and submittals.
4. Consultant will keep the Client advised of the progress of the project activities. This includes scheduling and attending monthly meetings/workshops and consultations with the Client and submitting monthly progress report.
5. Maintain monthly project progress reports, meeting minutes as well as any electronic files of project presentation slides to the Client and the Division of Water Infrastructure (DWI).

B. Grant related:

1. Attend the Project kick-off meeting to review grant requirements.
2. Attend monthly progress meetings as needed.
3. Review appropriate State and federal American Rescue Plan Act (ARPA) guidelines applicable to this Project.
4. Complete preliminary paperwork needed to submit reimbursements for the Project.
5. Prepare reimbursement payment requests and compile necessary supporting documentation for the Client to review, execute, and submit to North Carolina Department of Environmental Quality (NCDEQ)'s Division of Water Infrastructure (DWI).
6. Assist the Client Finance Officer in keeping necessary files and documentation.
7. Function as a liaison as required between the Client and DWI.
8. Assist the Client in closeout procedures and paperwork.

Task 2 - Data Acquisition and Assessment, Database Design, and Data Migration

- A. Data Acquisition and Assessment: Collect and review available documentation of the collection system including previously collected GIS data, assessment data and previous studies to become familiar with the system and work that has been performed.
- B. Scan-linking and Data Creation: Consultant will scan-link 692 as-builts drawings provided by the Client. Utility related assets from the drawings will be heads-up digitized in GIS and stored into a newly designed file geodatabase. Any asset information within the drawings that pertains to these assets, such as pipe size, material, inverts elevation, and installation date will be added to the GIS data.
- C. Data Gap Analysis: Consultant will identify data gaps and facilitate the necessary fieldwork and data gathering related to the Project.

- D. Database Design: Design and implement a file geodatabase using industry standards in database design. The database will house all the sewer GIS data. The intention is to use the industry standard ESRI Sewer Utilities Database.
- E. Migrate the existing GIS data into the newly designed GIS database.

Task 3 - GPS Data Collection, Attributed Population, and Connectivity

- A. The Consultant will GPS locate and assess up to 400 Sewer manholes within the jurisdictional boundary. The focus areas will be identified by the Consultant in coordination with Client staff prior to commencing field operations. It is estimated that a maximum of 10% or 40 manholes will require more coordination and field time necessary to enable capturing information, such as coordination of traffic control or removal of bolted manhole tops. If less of this time is required, this may allow for more work in this task or other tasks or vice versa. The Consultant will actively communicate with the Client on these subtasks and budget.
- B. The Consultant will load located wastewater sewer structures into the new GIS database. Those structures will be assessed in the field by pulling lids and obtaining invert measurements to populate the GIS attribute table. In addition, the Consultant will verify pipe connectivity and identify possible visible issues that require immediate attention by the Client. The Consultant will verify and collect attribute information for pipe diameter, pipe material, inverts, type, and overall structure condition visible from outside the structure. The Consultant will take approach photos of the inventoried structures and an inside photo using a 360-degree panoramic camera when accessible. These photos will be embedded in the GIS Data.
- C. At the conclusion of the field GPS location and data attribution tasks, Consultant will integrate the data with the existing GIS to represent the newly collected information. This will include a QA/QC review by staff, and field crews will revisit any areas identified from the QA/QC process that are flagged.
- D. The Client may elect to have additional structures collected at the per feature cost for location and assessment. Approval and notification by the Client for the location and assessment of additional structures will need to be sent to the Consultant in writing.
- E. Sewer System Connectivity, Network Topology: Consultant will utilize the GPS located utility features, field observations, record drawings, and staff input to connect the sewer line utility.
- F. Consultant will include a desktop map book exercise where City staff reviews the system information and helps identify missing size, material, and age information for the purpose of updating missing information in the GIS. This will be limited to up to two (2) iterations.
- G. GIS data will be delivered in a file geodatabase format that could be readily accessible and usable by the Client. The Consultant will also assist with publishing data to the Client's ArcGIS Online Account (if applicable) for web access. The Consultant will coordinate with the Client for access to the Client's ArcGIS Online Account to upload the GIS data. The Consultant will provide copies of all photographs and scanned records to the Client in a mutually acceptable format.
- H. Deliverable: ESRI Geodatabase file.
- I. The budget has been created with the assumption of no more than fifteen (15) days of an onsite two-person field crew for GPS, and the associated office time for GIS Staff to work with staff to complete desktop map book exercise to help inform Task 5. If less of one of these activities is required, this may allow for more work in other areas of this task or vice versa. The Consultant will actively communicate with the Client on these subtasks and budget.

Task 4 - Condition Assessment

A. CCTV Data Assessment

1. The Consultant will upload, and review previously performed CCTV inspection videos (up to 60,000 LF of pipe) to SewerAI platform for analysis and identification of pipe defects as per NASSCO PACP rating system.
2. SewerAI PACP® compliant database will be used to complete analysis of condition assessment to identify and prioritize areas for repair/replace or rehabilitation and development of Capital Improvements Plan. The recommendation will not take into account site constraints.
3. Deliverable: ESRI based layer with NASSCO PACP® defect locations georeferenced to pipes. Appended ESRI Schema for the pipe network that includes rehabilitation recommendation noted above.
4. The budget for the review of CCTV data has been created with the assumption that the data format received is compatible with SewerAI program and collected in accordance with NASSCO PACP® 7.0 standards for speed and quality. If data incompatibilities or mismatch of manholes IDs with GIS/As-builts exist, the extents or total linear feet of CCTV data review may be reduced. The Consultant will communicate with the Client on limitations of this task once the CCTV data is fully reviewed and analyzed.

Task 5 - Asset Management Plan (AMP) Development

A. Capital Improvement Plan Development:

1. The Consultant will provide an initial list of capital projects to include in a 10-year Capital Improvements Plan (CIP). Included projects will be based upon the following criteria:
 - a. State of System Analysis - Based on the information gathered through GPS/GIS collection (Task 2, 3) and condition assessment data analyzed (Task 4), an analysis of predictive deterioration and failure will be performed to the extent possible using risk scoring criteria such as pipe age and material, condition assessment data, work order history, etc.
 - b. Client Insight - Consultant will meet with Client to discuss any known or anticipated future growth or events which would affect the planning of the sewer collection system within the 10-year plan period.

B. Asset Management Plan Document and Deliverables:

1. Consultant will create an Asset Management Plan document summarizing the inventory of the sewer collection system. The intent of the document will be to provide a better understanding of the existing condition of the system and include recommendations as to future projects and management practices.
2. Asset Management Plan will include four (4) primary components:
 - a. Inventory of Assets including maps.
 - b. Assessment of the condition of the infrastructure in the inventory based on condition assessment data and any other available information.
 - c. A 10-year Capital Improvement Plan (CIP) with projected cost estimates.
 - d. Recommended Operation and Maintenance activities Plan to ensure proper management of the assets.
3. Consultant will prepare a draft AMP for Client review before submitting final version of the plan.
4. Consultant will prepare a presentation to accompany the AMP document and will be prepared to present it to the elected officials and City staff upon project completion.

Task 6 - Lifecycle Model

A. Model Development

1. The Consultant will build a lifecycle model for the sewer collection system using data gathered from this project. Using lifecycle criteria, sewer utility subject matter experts will apply an industry specific degradation curve to model the deterioration of assets over time. This modeling will incorporate information about existing maintenance and rehabilitation practices, decision criteria, CIP projects, and budget caps.
2. Three (3) life cycle modeling budget scenarios will be created to reflect the impact of recommended maintenance and rehabilitation activities, and critical needs on the overall lifecycle model.
3. Consultant will utilize Client data and input to refine the asset lifecycle model for the scope asset(s). The Consultant will build and optimize the infrastructure model with multiple budget scenarios and treatment options.

B. Reporting Workshop

1. By Subject Matter Expert to review lifecycle model results.
2. Consultant will review the results of the different budget simulations run.
3. Documentation that details the results of the different budget scenarios. *Note: If provided with a PowerBI Dashboard as a reporting deliverable a maximum of two PowerBI licenses will be provided. Additional licenses can be purchased upon request for an additional fee.
4. Deliverable will include results from three (3) budget scenarios:
 - a. A simulation that illustrates an unlimited budget and where recommended treatments would be applied.
 - b. A budget simulation that applies to Client's current budget
 - c. A recommended budget simulation that will improve the overall health of Client's assets.

C. Managed Lifecycle Modeling Service (1 Year)

1. Following the delivery of the lifecycle model, the Consultant will provide managed services for ongoing support to Client staff to keep the lifecycle model(s) up to date as infrastructure is added or repaired. These updates are provided on a quarterly basis, with data refreshes and new budget simulations for one (1) year. In addition, Consultant will be available to answer questions regarding the existing model and budget simulations. Additional lifecycle modeling services can be renewed on an annual basis.
2. Written or online documentation that details the results of the updated budget scenarios.

Managed Service Term - After the initial managed service term that is included within the AIA project, this Schedule will automatically renew for a one-year renewal term. Thereafter, this Schedule will continue to be renewed for additional one-year renewal terms, unless either party provides written notice to the other party of its intent to terminate this Schedule at least sixty (60) days in advance of the renewal date. WithersRavenel may adjust the fees for any renewal term by providing Client with notice of such fees for the upcoming term at least ninety (90) days prior to the end of the then-current term.

E. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents if requested in writing by the Client and accepted by Consultant. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule at the time of additional services contracting. The exclusions are described below but are not limited to the following:

- ▶ Hydraulic Sewer Capacity Modeling
- ▶ Flow monitoring services
- ▶ Sanitary sewer smoke testing
- ▶ CCTV video inspections of sanitary sewer lines
- ▶ Traffic Control Services for Fieldwork
- ▶ Surveying services beyond those identified above
- ▶ Ground Penetrating Radar (GPR) and Subsurface Utility Engineering (SUE) services
- ▶ Project investigations or cost estimates that would require engineering or design services are beyond the scope of this agreement and are to be procured separately
- ▶ Financial services or rate studies

General

- All plan submittal, review, or permitting fees;
- Any work previously provided in other agreements;
- Any other services not specifically listed within the Scope of Services.

Geomatics Services

- Annexation Plats
- Boundary/Topographic Surveys;
- Tree survey/cover report by Registered Forester;
- Subsurface Utility Engineering (SUE);
- Surveys for off-site improvements;
- Platting services;
- Plot Plans;
- ALTA Surveys;
- GIS mapping services;
- Construction staking
- Building staking;
- As-built (record drawing) surveys;
- Easements, Easement/ROW Plats;

Environmental Services

- Historic Resources Survey;
- Endangered Species' Habitat survey;
- Wetland Delineations;
- Wetland/Buffer Determinations;
- Phase I & II ESA's;

Offsite/Specialty

- Development agreements;
- Homeowner association documents;
- Utility allocation agreements;
- Preparation of electronic file suitable for GPS machine control;
- Expert witnesses;

Planning/Studies

- Entitlement services;
- Variance and Quasi-Judicial processes;
- Off-site Sewer Analysis.
- Traffic Impact Analysis;
- Signalization Studies;
- Hydrant flow determination and hydraulic analyses;
- Existing sewer hydraulic analyses;
- City or regulatory approvals;
- Special & Conditional Use Permits;

Services During Construction

- Engineer's Opinion of Costs;
- Bidding/negotiation services;
- Pay application reviews;
- Change order reviews;
- Shop Drawing review;
- RFI's during bidding;
- Construction administration;
- Construction management;
- Dry utility coordination/design;
- NPDES monitoring/reporting;
- Loan draw certifications;
- Bonds and Bond Estimates;
- Record drawings/as-builts;
- Engineer Certifications;
- O&M/SWMP Manuals;

Stormwater Services

- Stormwater Management Plan;
- Stormwater Pollution Prevention Plan (SPPP) update or revision;
- Secondary containment designs;
- SCM design;
- Culvert design;
- Dam inspection, engineering, or analysis;
- Dam breach analysis;

- Flood studies, floodplain permitting or coordination with FEMA (such as for a LOMR-F, CLOMR/LOMR, etc.);
- Soil investigations (such as Seasonal high-water table determinations;
- Soil Media Mix Testing and Gradation Certification;
- Downstream impact analysis;
- Nutrient calculations;
- Peak flow analysis;
- SCM conversion;
- Permitting Services
- Building permits and associated work;
- Erosion Control permits;
- Water/Sewer permits;
- 401/404 permitting;
- Floodplain Development permit;
- NCDOT permitting;
- Sign permitting;

Landscape Architecture Services

- Landscape layout and design;
- Irrigation design;
- Hardscape design;
- Enhanced landscape design beyond minimum requirements;
- Entrance/signage feature design;
- Water feature and/or pool design;
- Renderings;
- Park improvements;
- Public art design or commissioning

Services by Others

- Geotechnical services;
- Architectural and MEP services;
- Structural Services;
- Arborist/Registered Forester Services;

Documents/Drawings

- Schematic Drawings as typically defined in the architectural industry;
- Conceptual Drawings;
- Sketch Plans;
- Site Plans;
- Construction Drawings;
- Technical specifications;
- Contract documents;
- Record (As-Built) Plans;
- Lot Matrix;

Design Services

- Detailed Builder focused lot fit matrix;
- Detailed lot grading;
- Off-site improvements;
- Offsite utility or road improvements;
- Pump Station design and permitting;
- Forcemain design and permitting;
- Reclaim waterline design;
- LEED certification coordination;
- Pavement design;
- Structural/foundation design;
- Greenway bridge design & permitting;
- Boardwalk design & permitting;
- Signal design;
- Dumpster enclosure details;
- Grease trap design;
- On-site water/sewer design;
- Equipment Selections/Design;
- Design associated with Amenity Site;
- Site Lighting is limited to fixture selection; electrical engineering not included;

Project Management

- Additional Meetings/Site Visits;
- Adjacent property owner discussions;
- Neighborhood meetings;
- Attendance at formal regulatory meetings unless noted above;

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project.

F. Client Responsibilities

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

1. General:

- a. Provide representative for communications and decisions;
- b. Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Client;
- c. Preferred media platforms for communications with the Client;
- d. Provide in writing, any information as to Client's requirements for design;
- e. Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
- f. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
- g. Examine all agreements, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
- h. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
- i. Attend City meetings as required/needed;
- j. Provide access to property for Consultant and subconsultants;
- k. Discussions/negotiations with adjacent landowners;
- l. Acquire all off-site utility and/or construction easements required for this Project;
- m. Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant;
- n. All submittal, review, or permitting fees associated with the Project;
- o. Any legal representation requiring an attorney at law;
- p. Any engineering assistance related to cost engineering or updated capital cost assumptions.

G. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum or hourly basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this agreement; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Total Fee
Task 1	Project Management	\$66,000
Task 2	Data Acquisition and Assessment, Database Design, and Data Migration	\$61,800
Task 3	GPS Data Collection, Attributed Population, and Connectivity	\$146,200
Task 4	Condition Assessment	\$41,000
Task 5	Asset Management Plan	\$58,000
Task 6	Lifecycle Model	\$27,000
Total		\$400,000

1. Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for Consultant personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.
2. The above fees are based on the estimated timelines noted in the Timeline for Services. Any adjustments to those timelines may result in additional fees.
3. Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
4. The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this agreement and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

Payment

The Client will pay Consultant for services and expenses in accordance with periodic invoices to Client and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to Client. Invoices are past due after 30 days. If the Project is reliant on State and/or Federal Funds, then the Client will pay Consultant for all invoices within three (3) banking days of receipt of those State or Federal Funds. The Client is ultimately responsible for payment of all invoices with or without receipt of State or Federal Funds.

H. Acceptance

This agreement is valid for 60 days from the date it is transmitted to Client. Receipt of an executed copy of this agreement will serve as the written Agreement between WithersRavenel and City of Thomasville. All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WITHERSRAVENEL

ACCEPTED BY:

CITY OF THOMASVILLE

Signature Date

Malak Bahrami
Name

Director, Asset Management
Funding & Asset Management
Title

Signature Date

Deepthi Kalyanam
Name

Senior Project Manager
Funding & Asset Management
Title

Signature Date

Name

Title

PREAUDIT STATEMENT: This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).

Signature of Finance Officer:

Printed Name:

Date:

Attachments:

Exhibit I –	Standard Terms and Conditions
Exhibit II –	Fee & Expense Schedule
Attachment A –	ARPA Federal Contract Provisions
Attachment B –	Debarment Status Certification
Attachment C –	E-Verify Affidavit

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. Severability: If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. No Waiver: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

16. Merger, Amendment: This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. Unforeseen Occurrences: If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. Force Majeure: Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. Safety: CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT's own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. Dispute Resolution/Arbitration: Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. Independent Contractor: In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and

CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. Hazardous Substances: CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. Choice of Law: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. Construction Services: If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. Field Representative: If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. Submittals: CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.



WithersRavenel
Our People. Your Success.

EXHIBIT II

Fee & Expense Schedule

Description	Rate
Engineering & Planning	
Construction Project Professional	\$ 155
Construction Manager I	\$ 160
Construction Manager II	\$ 175
Senior Construction Manager	\$ 200
CAD Technician I	\$ 110
CAD Technician II	\$ 125
Senior CAD Technician	\$ 150
Designer I	\$ 140
Designer II	\$ 160
Senior Designer	\$ 180
Landscape Architect I	\$ 160
Landscape Architect II	\$ 185
Landscape Architect III	\$ 205
Senior Landscape Architect	\$ 225
Landscape Designer I	\$ 140
Landscape Designer II	\$ 150
Planning Technician	\$ 120
Planner I	\$ 130
Planner II	\$ 150
Planner III	\$ 175
Senior Planner	\$ 185
Project Engineer I	\$ 175
Project Engineer II	\$ 185
Project Engineer III	\$ 205
Senior Project Engineer	\$ 225
Assistant Project Manager	\$ 185
Project Manager	\$ 205
Senior Project Manager	\$ 225
Resident Project Representative I	\$ 105
Resident Project Representative II	\$ 125
Resident Project Representative III	\$ 140
Senior Resident Project Representative	\$ 150
Staff Professional I	\$ 95
Staff Professional II	\$ 150
Staff Professional III	\$ 160
Staff Professional IV	\$ 200
Senior Staff Professional	\$ 210
Senior Technical Consultant	\$ 260
Client Experience Manager	\$ 240
Director	\$ 245
Principal	\$ 270
Zoning Specialist	\$ 350
Project Coordinators	
Project Coordinator I	\$ 100
Project Coordinator II	\$ 120
Project Coordinator III	\$ 130
Senior Project Coordinator	\$ 140
Lead Project Coordinator	\$ 150

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	\$ 175
GIS Specialist	\$ 155
GIS Survey Technician I	\$ 80
GIS Survey Technician II	\$ 105
GIS Survey Technician III	\$ 125
GIS Survey Lead	\$ 140
GIS Technician	\$ 100
GIS Analyst I	\$ 125
GIS Analyst II	\$ 140
GIS Project Manager	\$ 175
GIS Manager	\$ 225
F&AM Assistant Project Manager	\$ 170
Intern I	\$ 70
Intern II	\$ 90
F&AM Implementation Specialist	\$ 155
F&AM Project Consultant I	\$ 125
F&AM Project Consultant II	\$ 135
F&AM Project Consultant III	\$ 140
F&AM Project Consultant IV	\$ 145
F&AM Senior Project Consultant I	\$ 155
F&AM Senior Project Consultant II	\$ 160
F&AM Project Manager	\$ 175
F&AM Principal	\$ 270
F&AM Director	\$ 245
F&AM Staff Professional I	\$ 75
F&AM Staff Professional II	\$ 120
F&AM Staff Professional III	\$ 160
F&AM Staff Professional IV	\$ 200
F&AM Senior Project Manager	\$ 225
F&AM Senior Technical Consultant	\$ 255
Geomatics	
Geomatics CAD I	\$ 105
Geomatics CAD II	\$ 125
Geomatics CAD III	\$ 140
Geomatics Project Manager I	\$ 175
Geomatics Project Manager II	\$ 185
Geomatics Project Manager III	\$ 215
Geomatics Project Professional I	\$ 155
Geomatics Project Professional II	\$ 180
Geomatics Principal	\$ 250
Geomatics Remote Sensing Crew I	\$ 225
Geomatics Remote Sensing Crew II	\$ 315
Geomatics Survey Crew I	\$ 160
Geomatics Survey Crew II (2 Man)	\$ 195
Geomatics Survey Crew III (3 Man)	\$ 240
Geomatics Senior Manager	\$ 225
Geomatics Survey Tech I	\$ 65
Geomatics Survey Tech II	\$ 95
Geomatics Survey Tech III	\$ 125
Geomatics Survey Tech IV	\$ 135
Geomatics Sr. Technical Consultant	\$ 225
Geomatics SUE Crew 1	\$ 195
Geomatics SUE Crew 2	\$ 265

Description	Rate
Environmental	
Environmental Technician I	\$ 85
Environmental Technician II	\$ 100
Environmental Technician III	\$ 105
Senior Environmental Technician	\$ 120
Environmental Project Geologist I	\$ 155
Environmental Project Geologist II	\$ 170
Environmental Project Geologist III	\$ 195
Environmental Senior Project Geologist	\$ 215
Environmental Assistant Project Manager	\$ 170
Environmental Project Manager	\$ 195
Environmental Senior Project Manager	\$ 215
Environmental Director	\$ 245
Environmental Project Engineer I	\$ 155
Environmental Project Engineer II	\$ 170
Environmental Project Engineer III	\$ 195
Environmental Senior Project Engineer	\$ 215
Environmental Principal	\$ 270
Environmental Project Scientist I	\$ 155
Environmental Project Scientist II	\$ 170
Environmental Project Scientist III	\$ 195
Senior Environmental Project Scientist	\$ 215
Environmental Scientist I	\$ 110
Environmental Scientist II	\$ 135
Environmental Scientist III	\$ 145
Environmental Geologist I	\$ 110
Environmental Geologist II	\$ 135
Environmental Geologist III	\$ 145
Environmental Professional I	\$ 110
Environmental Professional II	\$ 135
Environmental Professional III	\$ 145
Environmental Senior Technical Consultant	\$ 240
Administrative	
Administrative Assistant	\$ 70
Administrative Assistant I	\$ 85
Administrative Assistant II	\$ 95
Administrative Assistant III	\$ 105
Marketing Administration I	\$ 95
Marketing Administration II	\$ 125
Director of Marketing	\$ 155
Office Administration	\$ 75
Office Administrator I	\$ 125
Office Administrator II	\$ 130
Office Administrator III	\$ 135
Expenses	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery – Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15
Other	
Expert Witness	\$ 400

Effective January 1, 2024 - Schedule is subject to change

ATTACHMENT A

ARPA FEDERAL CONTRACT PROVISIONS

1. LEGAL REMEDIES PROVISION AND TERMINATION PROVISION

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Termination for Cause: Event of Default

- a. CLIENT may terminate contract with written notice of violation or breach of contract provided, however, that no such violation shall occur until the CLIENT has been given written notice of the breach and thirty (30) days to cure have elapsed.
- b. CLIENT may terminate contract for default in performance provided, however, that no such default shall occur until the CLIENT has been given written notice of the default and 30 days to cure have elapsed
- c. CLIENT may terminate contract for misrepresentation if any representation or warranty made by the CONSULTANT in connection with the Contract or any information, certificate, statement, or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.

Remedies: If an Event of Default shall occur, the CLIENT shall have the following rights and remedies, which are exercisable at the CLIENT's sole discretion, and are cumulative, concurrent, and independent rights

- a. In the event that the CLIENT finds that it is inadvisable or impossible to continue the execution of the project; or if CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement; or, if CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement; or if CONSULTANT becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the CLIENT has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing thirty days written notice to CONSULTANT of such termination and specifying the effective date of such termination; provided, however, that during such period of thirty (30) days CONSULTANT shall have the opportunity to remedy such failures or violations to avoid such termination.
- b. In the event of termination, as provided herein, CONSULTANT shall be paid for all services performed and actual expenses incurred up to the effective date of the termination of services and any fees or expenses post termination effective date that may be incurred associated with transitioning the work to the CLIENT or the CLIENT's affiliate.

2. CONFLICT OF INTEREST

(2 CFR Part §200.318 General Procurement Standards): Interest of Members, Officers, Or Employees Of The Recipient, Members Of Local Governing Body, Or Other Public Officials

No member, officer, or employee of the CLIENT, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The CLIENT and CONSULTANT shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

3. INTEREST OF CONSULTANT AND EMPLOYEES

The CONSULTANT covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder.

4. ACCESS TO RECORDS AND RECORD RETAINAGE CLAUSE

In general, all official project records and documents, including personal property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the CLIENT to assure proper accounting for all project funds, must be maintained during the operation of this project and for a period of three (3) years following close out in compliance with 2 CFR 200.334-338, unless permission to destroy them is granted by the CLIENT. The North Carolina Department of the Treasurer, the Comptroller General of the United States, and the North Carolina Department of Environmental Quality, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

5. PERSONNEL & SUBCONTRACTING

- A. The CONSULTANT represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the CLIENT.
- B. All of the services required hereunder will be performed by the CONSULTANT or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CLIENT.
- D. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. LOBBYING CLAUSE

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

As required by 31 U.S.C. Section 1352, Byrd Anti-Lobbying Amendment, Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. AMERICAN RESCUE PLAN ACT (ARPA) CIVIL RIGHTS COMPLIANCE

(As stated in 'Compliance and Reporting Guidance, State & Local Fiscal Recovery Funds'; U.S. Department of The Treasury)

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

9. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(This space left intentionally blank)

ATTACHMENT B

DEBARMENT STATUS CERTIFICATION

This form must be attached and made a part of all contracts obligated by grantees and paid with federal funds.

By entering into this Agreement, the CONTRACTOR certifies that they nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12(a)(1), 2 CFR § 2424, 2 CFR § 180.220, and 40 U.S. Code § 3144, or if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1), 29 CFR § 5.12, 2 CFR § 2424, 2 CFR § 180.220, and 40 U.S. Code § 3144, or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and 18 U.S.C. 1010.

CONTRACTOR INFORMATION

(Authorized Signature) Malak Bahrami, Director of Asset Management	WithersRavenel, Inc (Name of Contractor) 115 MacKenan Drive
(Printed Name and Title) March 26, 2024	(Street Address and/or PO Box) Cary, NC 27511
(Date) Fed ID 56-1740520 / Unique Entity ID - SK8ECFTPUEH7	(City, State, Zip Code)
(Unique Entity ID, Tax Identification or Social Security Number)	

FOR FUNDING RECIPIENT USE ONLY

The Federal List of Parties Excluded from Federal Procurement or Non-procurement Programs (www.sam.gov) and State of North Carolina Debarred Vendors List (<http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>) have been checked and the above contractor or subcontractor has been determined to be eligible to participate in a federally assisted project. Attached is the documentation proving eligibility (websites printout).

(Signature of Verifying Officer)	(Local Government Name)
(Printed Name and Title)	(Project Name)
(Date)	(Project Number)

Federal Debarment Search
<https://sam.gov/content/home>



Unique Entity ID

SK8ECFTPUEH7

CAGE/NCAGE

8T6L1

Expiration Date

Dec 4, 2024

Physical Address

**115 Mackenan DR
Cary, North Carolina
27511-7903, United States**

Mailing Address

**115 Mackenan DR
Cary, North Carolina
27511-7903, United States**

Purpose of Registration

All Awards

Version

Current Record



WITHERSRAVENEL, INC

Unique Entity ID SK8ECFTPUEH7	CAGE / NCAGE 8T6L1	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Dec 4, 2024	
Physical Address 115 Mackenan DR Cary, North Carolina 27511-7903 United States	Mailing Address 115 Mackenan DR Cary, North Carolina 27511-7903 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District North Carolina 13	State / Country of Incorporation North Carolina / United States	URL www.withersravenel.com

Registration Dates

Activation Date Dec 7, 2023	Submission Date Dec 5, 2023	Initial Registration Date Aug 21, 2020
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Apr 23, 1991	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE 8PQT6	Legal Business Name WITHERSRAVENEL, INC. EMPLOYEE STOCK OWNERSHIP TRUST
----------------------	---

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 8T6L1

Points of Contact

Electronic Business

✎ Christopher C Bryant	115 Mackenan Drive Cary, North Carolina 27511 United States
---------------------------	---

Government Business

✎ Kerry T Colwell	115 Mackenan Drive Cary, North Carolina 27511 United States
----------------------	---

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	237110	Water And Sewer Line And Related Structures Construction
	237210	Land Subdivision
	237310	Highway, Street, And Bridge Construction
	237990	Other Heavy And Civil Engineering Construction
	513210	Software Publishers
	518210	Computing Infrastructure Providers, Data Processing, Web Hosting, And Related Services
	541320	Landscape Architectural Services
	541340	Drafting Services
	541360	Geophysical Surveying And Mapping Services
	541370	Surveying And Mapping (Except Geophysical) Services
	541512	Computer Systems Design Services
	541620	Environmental Consulting Services
	541990	All Other Professional, Scientific, And Technical Services
	561990	All Other Support Services
	562212	Solid Waste Landfill
	562910	Remediation Services

Product and Service Codes

PSC	PSC Name
B510	Special Studies/Analysis- Environmental Assessments
B517	Special Studies/Analysis- Geological
B532	Special Studies/Analysis- Soil

C219	Architect And Engineering- General: Other
F109	Environmental Systems Protection- Leaking Underground Storage Tank Support
F110	Environmental Systems Protection- Development Of Environmental Impact Statements And Assessments, Technical Analysis And Environmental Audits
R404	Support- Professional: Land Surveys-Cadastral (Non-Construction)
R425	Support- Professional: Engineering/Technical

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
North Carolina	(blank)	(blank)
South Carolina		
Virginia		

ATTACHMENT C

E-VERIFY AFFIDAVIT

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, C. CHAN BRYANT (the individual attesting below), being duly authorized by and on behalf of WithersRavenel (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES X, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 5 day of January, 2023

Signature of Affiant: C. Chan Bryant

Print or Type Name: C. CHAN BRYANT

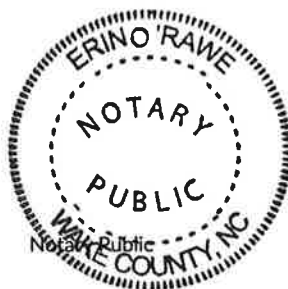
State of North Carolina County of Wake

Signed and sworn to (or affirmed) before me, this the 5

day of January, 2023

My Commission Expires:

10/18/26



(Affix Official/Notarial Seal)

RESOLUTION DIRECTING CITY CLERK TO INVESTIGATE
SUFFICIENCY OF PETITION FOR VOLUNTARY ANNEXATION

WHEREAS, a Petition requesting annexation of the area described therein was received on March 28, 2024 by the City Clerk; submitted by EGW Holdings, LLC, Furr and Company, Inc., T. Alvin Furr and Kimberly W. Furr; and

WHEREAS, N.C.G.S. 160A-31 and 160A-58.2 provide that the sufficiency of the Petition be investigated before further annexation proceedings take place; and

WHEREAS, pending determination of sufficiency, the City Council of the City of Thomasville, North Carolina, deems it advisable to continue in response to this request for annexation.

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

That the City Clerk be and is hereby directed to investigate the sufficiency of the above-described Petition, and to certify as soon as possible to the Thomasville City Council the result of her investigation.

Adopted this 15th day of April, 2024.

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 ____ day of _____, 2024.

Wendy S. Martin
City Clerk

(SEAL)

**PETITION FOR ANNEXATION
TO THE CITY OF THOMASVILLE**

DATE: 3/7/2024

We, the undersigned owners of real property, respectfully request that the area described below be annexed to the City of Thomasville, North Carolina. Further, the undersigned collectively certify as follows:

1. That the area is contiguous to the current city limits. ☒ YES ☐ NO
2. That the area is a noncontiguous area the nearest point of which is no more than three (3) miles from the current primary city limits. ☐ YES ☒ NO
3. That this petition is signed by 100% of property owners within the area to be considered. ☒ YES ☐ NO
4. That EXHIBIT "A", so marked and hereto attached, is an accurate, signed and sealed, survey plat or map. The map, in the form of two (2) 18" x 24" recordable copies, must contain the following information:
 - a. *Complete an accurate boundary survey data. The data must include bearings and distances on all property lines. If the property lines are curved, a chord bearing and distance, radius, and other pertinent curve data must be shown.*
 - b. *The area of the property to be annexed.*
 - c. *A complete and accurate tie to the North Carolina Grid System. The tie information must include bearings and distances between the tie point and the control monuments, grid coordinates of two (2) points, the name and coordinates of the control movements used, the datum (NAD-27 or NAD-83), and combined grid factor. Note: NAD-83 is preferred, NAD-27 is acceptable. Also plats may be based on deed bearings provided that a grid bearing and a plat bearing is shown on the tie lines.*
 - d. *A north arrow with reference.*
5. That EXHIBIT "B", so marked and hereto attached, is a copy or copies of the deed (s) that cover the property to be annexed.
6. That EXHIBIT "C", so marked and hereto attached, is a written legal description of the property to be annexed. The description should be written from the survey plat and match the survey plat.

NOTE:

Digital copies of the legal description and plat are requested but not required. The legal description should be provided in a word processor format. Most word processor formats are acceptable. The digital plat must be in one of the following formats. ASCII text, Auto cad release 12 DWG or DXF format (or higher). Digital copies will greatly speed the review process and are strongly recommended.

Petitioner(s) Typed Or Printed Name	Petitioner(s) Address of Residence	Petitioner(s) Signature
1. <u>EGW Holdings, LLC</u>	<u>22 Winston St. Thomasville</u>	<u>[Signature]</u>
2. <u>Furr and Company, Inc.</u>	<u>283 Old Greensboro Rd, Thomasville</u>	<u>[Signature] President</u>
3. <u>T. Alvin Furr</u>	<u>6409 E Holly Grove Rd Thomasville</u>	<u>[Signature]</u>
4. <u>Kimberly W. Furr</u>	<u>6409 E Holly Grove Rd Thomasville</u>	<u>Kimberly W Furr</u>
5. _____	_____	_____

(If necessary, continue signatures in same format on attached marked EXHIBIT "D")

EXHIBIT A

State of North Carolina
County of Davidson

I, _____, Review Officer of Davidson County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer: _____

Owner's Certification

I (we) hereby certify that I (we) are the owners of the property shown and described herein, that the property is within the jurisdiction of the City of Thomasville and that I (we) hereby adopt the plan of subdivision with my (our) free consent and hereby establish as lots and dedicate all streets, alleys, easements, walks, parks and other open spaces to public or private use as noted.

Date _____
Date _____
Date _____

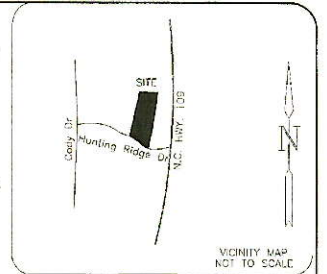
Owner: Thomas A. Furr & wife
Kimberly W. Furr
3 JW Thomas Way
Thomasville, NC 27360
338-345-3877

EGW Holdings, LLC
22 Winston Street
Thomasville, NC 27360

Furr and Company, Inc.
283 Old Greenboro Road
Thomasville, NC 27360

LEGEND

EXP. IRON PIN
IRON PIN SET
R/W
E/P
E/G
CM
CP
M.B.L.
LP
---E---
PT.
●
5/8" Rebar Set



VICINITY MAP
NOT TO SCALE

No liability is assumed by the undersigned for any loss resulting from the use of the premises and is subject to any facts (other than those shown on the map) that may be discovered by an abstract or full and accurate title search.

EXEMPT PLAT CERTIFICATE
No approval required under the development ordinance of the City of Thomasville.

Signed: _____ Date: _____

Annexation Ordinance #: _____

I, W. Lee Comer, certify that the GPS Portion of the survey was made under my supervision and the following information was used to perform this survey.

Class of Survey: CLASS A
Positional accuracy: 4" ± 0.10"
Type of GPS Field procedure: NC RTK(VRS)
Date of Survey: 03-04-2024
Datum/EPOCH: NAD 83 (2011) Realization 2010
Published / Fixed = control use NC RTK(VRS)
Grid Model: 2012 (NGS)
Combined Grid factor = 0.99998380
Units: U.S. Survey feet, Horizontal localized ground

Surveyor Certification
for Subdivision

I, W. Lee Comer, Registered Land Surveyor, PLS # 3598, certify to GS-47-30 (P)(1)(a) that the survey is of another category, such as the recombination of existing parcels, a court ordered survey, or other exemption or extension to the definition of subdivision.

W. Lee Comer
Surveyor

3598
Registration Number

I, W. Lee Comer, certify that this map was drawn under my supervision from an actual survey made under my supervision, Deed Description recorded in Deed Book (as noted), Page (as noted) etc., that the error of closure as calculated by latitudes and departures is 1/1000. That the boundaries not surveyed are shown as broken lines, plotted from information found in Deed Book (as noted), Page (as noted); that this map was prepared in accordance with G.S. 41-36 as amended. Witness my hand and seal this the 4th day of March, 2024.

W. Lee Comer
SURVEYOR
REG. NO.



Revised 3/25/2024: Add Exempt Plat Certificate

Annexation Plat - City of Thomasville

Emma's Place

Off NC HWY 109, Hunting Ridge Drive, Thomasville NC 27360

DRAWING DATA	DWG. No.	REVISION DATES
SCALE: 1" = 100'	245760	03/26/2024
DRAWN BY: GC	DATE:	
SURVEYED BY: GC, JG	03/04/2024	

COUNTY: Davidson TOWNSHIP: Thomasville STATE: NC

Pin Id: 6785-01-18-2524, 6785-01-17-2994 Tax Id: 16-351-38 & 38A

Final Plat 109 COMMERCIAL PARK PHASE 2 PB 20 PG. 88

Existing Thomasville City Limits

Tract A ± 12.600 Acres

D.B. 2632 PG. 580
P/O P.B. 21 PG. 8 (Tract 2)
EGW Holdings, LLC &
Furr & Company, Inc.
D.B. 2195 PG. 529
P/O P.B. 21 PG. 8 (Tract 2)
Thomas A. Furr & wife
Kimberly W. Furr
See Incorporated Map by
Charles C. Whicker
2018 04-14-2019

Final Map 2 HUNTING RIDGE SUBDIVISION PB 21 PG 8

PB 24 PG 71 Final Plat of Recombination of Lots 47 and 48 Hunting Ridge Subdivision Map 2, PB 21 PG 8

Notes:
Ref. Unrecorded Map by Charles C. Whicker Job# 64-1403, Survey For Michael I. Hubbard and wife Sarah S. Hubbard and Rigel Incorporated dated May 19, 1994.

Final Map 2, HUNTING RIDGE SUBDIVISION, Plat Book 21 Page 8, Tract 2.

Underground utilities are located on Tract "A" and are not located or shown on map.

Pin Id: 6785-01-18-2524, 6785-01-17-2994.

Tax Id: Thomasville Township (16), Map 351, Lots 38A & 38.

Deed Book 2195 Page 529, Deed Book 2632 Page 580

Curve	Radius	Tangent	Length	Delta	Chords	Chord Bear
C1	245.00	94.41	116.29	27°00'00"	133.44	N 32°00'00" W
C2	245.00	67.67	133.27	27°10'24"	131.96	N 82°00'00" W

TRI-COUNTY LAND SURVEYING 11 WEST MAIN STREET SUITE 3 THOMASVILLE N.C. 27360

THOMASVILLE ▲ (336) 472-9408
LEXINGTON ▲ (336) 243-7429
WINSTON-SALEM ▲ (336) 788-0703

C-1106

No attempt has been made as a part of this survey to obtain or show data concerning location, size, depth condition, capacity, or existence of any utility or public service facility. For information regarding utilities or facilities, contact the appropriate agency.

Total Area To Be Annexed = 12.600 Acres



2024000244

DAVIDSON COUNTY NC FFF \$26.00
STATE OF NC REAL ESTATE EXT
\$217.00
PRESENTED & RECORDED
01/05/2024 12:12:40 PM
MICHAEL E. HORNE
REGISTER OF DEEDS
BY: ANA BUTLER
DEPUTY
BK: DE 2632
PG: 980 - 982

This instrument prepared by: Samantha N. Smith of Citrin & Whitman, PA, 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 TO: Grantee

Drafted by: Samantha N. Smith at Citrin & Whitman, P.A., 22 Winston Street, Thomasville, NC, 27360

NORTH CAROLINA
DAVIDSON COUNTY

Parcel ID # 16-351-0-000-0038A
Stamps: \$217.00

ADMINISTRATOR'S AND BENEFICIARY DEED

THIS DEED, made this 5th day of January, 2024, by and between John William Hubbard, Administrator of the Estate of Michael Todd Hubbard, and Individually (unmarried), of 1201 Blair Street, Thomasville, NC 27360, hereinafter called Grantor; and EGW Holdings, LLC, a North Carolina Limited Liability Company of 22 Winston Street, Thomasville, NC 27360 and Furr and Company, Inc., a North Carolina Corporation of 283 Old Greensboro Road, Thomasville, NC 27360, hereinafter collectively called Grantee.

WITNESSETH:

WHEREAS, Michael Todd Hubbard died May 21st, 2023, a resident of Davidson County and his estate is filed in the Office of the Clerk of Superior Court of Davidson County, North Carolina, Estate File Number 23 E 932, and;

WHEREAS, John William Hubbard has qualified to serve as Administrator of the Estate and;

WHEREAS, the decedent owned real property in Davidson County, North Carolina; and

WHEREAS, a Notice to Creditors was first published on July 5th, 2023, and;

WHEREAS, there are sufficient assets in the estate to pay all debts, and;

WHEREAS, the Grantor herein is the sole heir of the decedent, and;

NOW THEREFORE, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, have given, granted, bargained, sold and conveyed and by these presents do give, grant, bargain, sell convey and confirm unto Grantees, their heirs and/or successors and assigns in fee simple, the following described property, located in Davidson County, North Carolina:

For a full and complete description, please see Exhibit "A" attached hereto and incorporated herein by reference.


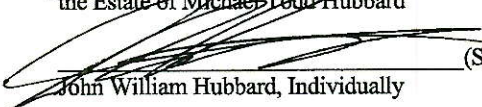
This conveyance is subject to easements, rights of way and restrictive covenants of record, if any, and to ad valorem taxes for the current year, which will be prorated on the date of closing.

TO HAVE AND TO HOLD the above described premises, with all appurtenances thereunto belonging unto Grantee, its heirs and/or successors and assigns in fee simple.

The individual Grantors covenant with Grantee that they are seized of the premises in fee simple, have the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances and that they will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions stated above.

The Administrator of the Estate of Michael Todd Hubbard does covenant that he has not placed or suffered to be placed any presently existing lien or encumbrance on said property, and that he will warrant and defend title to the same against the lawful claims of all persons claiming by, through, under or on account of them as Administrator of the Estate of Michael Todd Hubbard insofar as it is his duty to do so by virtue of his office as Administrator of the Estate of Michael Todd Hubbard, as aforesaid, and no further.

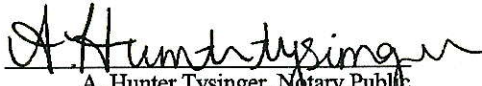
IN WITNESS WHEREOF, Grantor has hereunto set, or cause to be set, their hands and seals the day and year first above written.

 (SEAL)
John William Hubbard, Administrator of
the Estate of Michael Todd Hubbard
 (SEAL)
John William Hubbard, Individually

NORTH CAROLINA
DAVIDSON COUNTY

I, A. Hunter Tysinger, a Notary Public of Davidson County, North Carolina does hereby certify that John William Hubbard, Administrator of the Estate of Michael Todd Hubbard, and John William Hubbard, Individually, personally appeared before me this day and voluntarily acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 5th day of January, 2024.


A. Hunter Tysinger, Notary Public

My Commission Expires: 03/28/2024

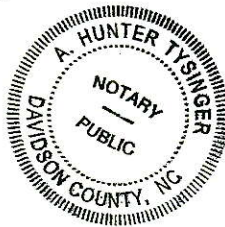


Exhibit "A"

BEGINNING: At an iron pipe in the east line of Lot 48, Hunting Ridge, Map 2, Plat Book 21, Page 8; said iron pipe being located North 14° 21' 32" East 5.00 feet from the southeast corner of said Lot 48; thence along the east line of Lots 48, 47, 46, 45, 43 and 42 North 14° 21' 45" East 1,045.61 feet to a new iron pipe in the northeast corner of Lot 42 of Hunting Ridge, Map 2, Plat Book 21, Page 8; thence South 85° 13' 30" East 427.23 feet to an iron pipe in the western right of way line of NC Highway 109; thence South 07° 41' 39" West 1.92 feet to a concrete monument; thence continuing with said right of way line, South 09° 12' 11" West 444.71 feet to an iron pipe; thence South 10° 52' 02" West 320.75 feet to an iron pipe; thence South 12° 30' 44" West 210.37 feet to an iron pipe; thence North 71° 39' 55" West 99.49 feet to an iron pipe; thence South 26° 51' 55" West 273.48 feet to an iron pipe in the northern right of way line of Hunting Ridge Drive; thence with the said right of way North 48° 24' 34" West 282.12 feet to an iron pipe; thence continuing with a curve to the left having a radius of 280.00 feet, a length of 133.22 feet and a chord bearing and distance of North 62° 02' 23" West 131.97 feet to an iron pipe; thence North 75° 40' 13" West .30 feet to the point and place of beginning.

Containing 11.614 acres, more or less, as shown on a survey by Charles C. Whicker, R.L.S.

Subject to a right of way for Duke Power on the eastern portion of the tract, as shown on the survey.

Exhibit "B-2"

Submitted electronically by "Citrin & Whitman, P.A."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Davidson County Register of Deeds.

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: -0-

Parcel Identifier No. 1635100000038/ Verified by _____ County on the ____ day of _____, 20____
By: 1635100000023

Mail/Box to: GRANTEE:

This instrument was prepared by: MISTI BOLES WHITMAN

Brief description for the Index: _____

THIS DEED made this 9th day of September, 2015, by and between

GRANTOR

KERRY A. CITRIN and wife,
JOSEPHINE L. CITRIN
P.O. Box 2280
Thomasville, NC 27361

A 1/2 Undivided Interest

GRANTEE

THOMAS A. FURR and wife,
KIMBERLY W. FURR
3 JW Thomas Way
Thomasville, NC 27360

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

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 the City of _____, Thomasville Township, Davidson County, North Carolina and more particularly described as follows:

FOR A FULL AND COMPLETE DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO.

THE DESCRIBED PROPERTY IS NOT THE PRINCIPAL RESIDENCE OF THE GRANTOR.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2019 page 26.

A map showing the above described property is recorded in Plat Book 21 page 8.

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. 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:

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

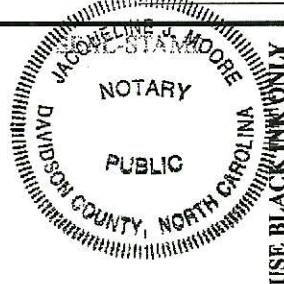
(Entity Name)

By: _____ (SEAL)
Title: _____

By: _____ (SEAL)
Title: _____

By: _____ (SEAL)
Title: _____

USE BLACK INK ONLY



State of North Carolina - County of DAVIDSON

I, the undersigned Notary Public of the County and State aforesaid, certify that JOSEPHINE L. CITRIN AND HUSBAND, KERRY A. CITRIN personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 9th day of September, 2015

My Commission Expires: 05/24/2020

JACQUELINE J. MOORE

Notary Public

SEAL-STAMP

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of each entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public

SEAL-STAMP

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By: _____ Register of Deeds for _____ County
Deputy/Assistant - Register of Deeds

EXHIBIT "A"

Tract 1: BEGINNING: At a new iron pipe at the intersection of the western right of way line of N.C., Highway 109 and the northern right of way line of Hunting Ridge Drive, said iron pipe being located North 14° 27' 47" East 59.36 feet from an existing concrete monument in the western right of way line of N.C. Highway 109; thence with the northern right of way line of Hunting Ridge Drive the following three courses and distances: North 75° 40' 13" West 2.10 feet to a new iron pipe; thence with a curve to the right having a chord bearing and distance of North 62° 02' 23" West 115.47 feet, an arc distance of 116.57 feet, and a radius of 245.00 feet to a new iron pipe; thence North 48° 24' 34" West 59.76 feet to a new iron pipe in the centerline of 60 foot Duke Power Company easement; thence with said centerline North 26° 51' 55" East 288.01 feet to a new iron pipe; thence South 71 ° 39' 56" East 99.49 feet to a new iron pipe in the western right of way line of N.C. Highway 109; thence with said right of way line South 12° 30' 44" West 58.95 feet to a new iron pipe; thence South 13° 31' 06" West 269.89 feet to the point and place of beginning.

Containing 0.986 acres and being shown as Tract B on a survey by Charles C. Whicker, R.L.S. dated May 19, 1994.

Tract 2: BEING all of Lot 23 of Hunting Ridge Subdivision, a Map or Plat of which is duly recorded in Plat Book 21, Page 7, in the Davidson County Register of Deeds Office.

Exhibit "C"

BEGINNING at a $\frac{3}{4}$ " iron pipe, said pipe being the southeastern corner of Lot 19 of the Final Plat 109 Commercial Park, Phase 2, Plat Book 20, Page 88, and said pipe being located North $75^{\circ} 09' 57''$ West 180.85 feet from NCGS "DUMP" N: 759,015.1761 E: 1,681,703.1542 NAD 83 (2011), thence South $04^{\circ} 41' 36''$ West 1.94 feet to a concrete monument; thence South $07^{\circ} 32' 27''$ West 444.66 feet to a $\frac{5}{8}$ " rebar; thence South $09^{\circ} 16' 51''$ West 320.77 feet to a $\frac{5}{8}$ " rebar set; thence South $10^{\circ} 46' 46''$ West 210.31 feet to a $\frac{3}{4}$ " iron pipe, said pipe being the northeastern corner of Thomas A. Furr & wife, Kimberly W. Furr as described in Deed Book 2195, Page 529; thence with Furr's line the following five courses and distances: South $10^{\circ} 46' 46''$ West 59.00 feet to a $\frac{3}{4}$ " iron pipe; thence South $11^{\circ} 51' 19''$ West 269.88 feet to a $\frac{3}{4}$ " iron pipe, said pipe being located within the northern right of way of Hunting Ridge Drive (60' Public R/W); thence within the right of way the following five courses and distances: North $76^{\circ} 22' 19''$ West 2.09 feet to a $\frac{3}{4}$ " iron pipe; thence with a curve to the right having a radius of 245.00 feet, an arc distance of 116.56 feet and a chord bearing and distance of North $63^{\circ} 42' 52''$ West 115.47 feet to a $\frac{5}{8}$ " rebar set; thence North $50^{\circ} 04' 41''$ West, crossing a $\frac{5}{8}$ " rebar set at 59.76 feet and continuing 222.46 feet to a $\frac{5}{8}$ " rebar set, for a total distance travelled of 282.22 feet; thence with a curve to the left having a radius of 280.00 feet, an arc distance of 133.21 feet and a chord bearing and distance of North $63^{\circ} 43' 05''$ West 131.96 feet to a 1.25" iron pipe; thence North $71^{\circ} 07' 36''$ West 0.30 feet to a $\frac{3}{4}$ " iron pipe, said pipe being located in the eastern line of Lot 48 of the Final Map 2 of Hunting Ridge Subdivision, Plat Book 21, Page 8; thence with the line of Lot 48, North $12^{\circ} 42' 33''$ East 1045.60 feet to a $\frac{5}{8}$ " rebar, said rebar being located in the southern line of Lot 18 of the Final Plat 109 Commercial Park, Phase 2, Plat Book 20, Page 88; thence with the line of Lot 18, South $86^{\circ} 52' 52''$ East 427.26 feet to a $\frac{3}{4}$ " iron pipe, said pipe being the point and place of the beginning and containing 12.600 acres, more or less, being Tract A as shown on a survey by W. Lee Comer, PLS, dated March 4, 2024 and being known as DWG. No.: 245760 and being titled Emma's Place.