

**CITY OF THOMASVILLE COUNCIL BRIEFING AGENDA**  
**Monday, May 9, 2022 – 6:00 P.M.**

7003 Ball Park Road, Thomasville, NC 27360  
 Mayor Raleigh York, Jr. ~ Mayor *Pro Tempore* Lisa Shell

1. Call to Order
2. Additions and Deletions to the Agenda
3. Recognitions and Presentations
  - A. Recognition of Meritorious Service – Presented by Mayor Raleigh York, Jr.
  - B. Proclamation – National Public Works Week
4. Public Forum on May 16, 2022 – Please sign up in person to speak for two minutes on any topic. *A two-minute time limit will be enforced.*
5. Public Hearing - Request for Rezoning (Z-22-02)
 

Applicant: Board of Planning & Adjustment  
 Proposed Amendment to the Zoning Ordinance  
 Appendix A – Zoning, Article V, Sec. 3A, Note 12, and  
 Add Note 14. (Landscape buffer yard and screening requirements)
6. Consent Agenda for action on May 16, 2022
  - A. Approval of Minutes of the Briefing Meeting on 04/11/22
  - B. Approval of Minutes of the Council Meeting on 04/18/22
7. Regular Agenda for action on May 16, 2022
  - A. Budget Message by the City Manager
  - B. Consideration of Ordinance to Enact Chapter 70, Article VI: Social District
  - C. Consideration of Ordinance to Enact Chapter 70, Article VII: Sidewalk Dining
  - D. Consideration of Grant Project Ordinance: One NC Fund Grant – BrassCraft Mfg.
  - E. Consideration of Grant Project Ordinance: NC Dept. of Commerce Grant – Nucor Steel
  - F. Consideration of Grant Project Ordinance: Golden LEAF Foundation – Nucor Steel
  - G. Consideration of Grant Project Ordinance: ARPA Funds
  - H. Consideration of Budget Amendment for the General Fund; Water/Sewer Utility Fund; School Fund; and Golf Fund.
  - I. Consideration of Amendment to Personnel Policy to Add 3 New Positions: Police Trainee; Police Records Supervisor; and Main Street Director
  - J. Consideration of Amendment to Rules and Procedures Manual Giving the Mayor Authority to Amend the Mayor Pro Tempore of the Month
  - K. Consideration of Express Cab Taxi Franchise
8. Committee Reports and Appointments, Mayor's Report and Appointments, City Manager's Report, City Attorney's Report on May 16, 2022
9. Closed Session on May 9, 2022 – Real Estate & Personnel
10. Additional Items
11. Adjournment

Office of the Mayor:

# Proclamation

NATIONAL PUBLIC WORKS WEEK  
MAY 15-21, 2022

- Whereas:** Public Works services provided in our community are an integral part of our citizens' everyday lives; and,
- Whereas:** the support of an understanding and informed citizenry is vital to the efficient operation of Public Works systems and programs such as streets, public buildings and grounds, parks, solid waste collection, and snow removal; and,
- Whereas:** the health, safety, and comfort of this community greatly depends on these facilities and services; and,
- Whereas:** the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of Public Works employees; and,
- Whereas:** the efficiency of the qualified and dedicated personnel who staff Public Works departments is materially influenced by the community's understanding of the work they perform.
- Therefore:** I, Raleigh York, Jr., Mayor of the City of Thomasville, North Carolina, do hereby designate the week of May 15-21, 2022 as National Public Works Week, and further extend appreciation to our Public Works department for the vital service they perform and their exemplary dedication to our community.

Proclaimed this the 16<sup>th</sup> day of May, 2022.

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Raleigh York, Jr., Mayor

ATTEST:

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Wendy S. Martin, City Clerk

To: Michael Brandt, City Manager  
From: Chuck George, Planning Director  
Date: April 27, 2022  
Re: Item for City Council Meeting on Monday, May 16, 2022

The following item has been before the Board of Planning & Adjustment on Tuesday, April 26, 2022.

Request for Rezoning (Z-22-0 2)  
Applicant: Board of Planning & Adjustment  
Proposed Amendment to the Zoning Ordinance,  
Appendix A-Zoning, Article V, Sec. 3A, Note 12, and  
Add Note 14. (Landscape buffer yard and screening requirements)

A public hearing was conducted, and the board voted 6-1 to approve the text amendment request.



The Board of Planning and Adjustment of the City of Thomasville has approved  
by 6 to 1 vote the Amendment to the Zoning Ordinance, Appendix A-  
Zoning, Article V, Sec. 3A, Note 12, and add Note 14. (Landscape buffer yard and screening  
requirements):

Applicant: Board of Planning & Adjustment  
Proposed Amendment to the Zoning Ordinance,  
Appendix A-Zoning, Article V, Sec. 3A, Note 12, and  
Add Note 14. (Landscape buffer yard and screening requirements)

4 / 26 / 2022

Date

A handwritten signature in cursive script, reading "Jane Hill", written over a horizontal line.

Jane Hill, Chairperson

**AN ORDINANCE AMENDING THE LANDSCAPE BUFFER YARD  
AND SCREENING REQUIREMENTS OF THE ZONING ORDINANCE**

City Council of the City of Thomasville

The City Council finds that landscape buffer yard and screening requirements protect owners of residential properties who are adjacent to newly zoned commercial and industrial property.

Therefore, **Section 3A—Landscape buffer yard and screening requirements, of Article V. District Regulations of the Zoning Ordinance**, is amended as follows:

See Exhibit A

Upon the motion of member of Council \_\_\_\_\_, and a second by member of Council \_\_\_\_\_, the foregoing Ordinance passed by a vote of \_\_\_\_\_.

This Ordinance shall be effective \_\_\_\_\_, 2022.

This \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF THOMASVILLE

By: \_\_\_\_\_  
Raleigh York, Jr., Mayor

Attest: \_\_\_\_\_  
Wendy S. Martin, City Clerk

[SEAL]

## EXHIBIT A

**Article V, Section 3A. Landscape buffer yard and screening requirements., Note 12. Bufferyard Matrix Table,** is hereby amended by changing SO to O under Use in O & I and Use in C-1 for adjoining use R-20, R-15, R-10, R-10M, R-8, R-6.

**Article V, Section 3A. Landscape buffer yard and screening requirements.,** is hereby amended by adding the following new Note 14.:

14. *Buttferyard Requirements for Office Institutional District, Commercial District, and Industrial District adjacent to Residential District.* All development use in the O-1, C-1, C-2, C-3, M-1, and M-2 districts adjacent to R-20, R-15, R-10, R-8, and R-6 districts shall have an opaque fence with a minimum height of eight feet with a fifteen feet buffer yard landscaped with Deciduous Trees, Evergreen Trees, and Evergreen Shrubs. (See Note 14 Bufferyard Illustration).

**CITY OF THOMASVILLE**

P O BOX 368 • THOMASVILLE, NC 27360 • (336) 475-4249  
Planning & Zoning Department

**TEXT AMENDMENT APPLICATION**

File No. Z-22-02 Date 3/22/2022

Applicant Board of Planning & Adjustment Phone 336-475-4255

Address 10 Salem Street

Text Amendment Requested: Amendment for Article V, Section 3A, Note 12. Bufferyard Matrix Table  
and Amendment for Article V, Section 3A, Add Note 14. See attached Exhibit A.

Reason For Text Amendment: The purpose of amending the Landscape buffer yard and screening  
requirements is to proactively protect owners of residential properties who may find themselves adjacer  
to a newly zoned commercial and industrial property.

Application must be completed in full and returned with the \$500.00 application fee to the Planning Department no later than the first day of the month in which the petition needs to be heard at the regularly scheduled meeting of the Board of Planning & Adjustment. The Board meets the last Tuesday of each month at 5:30 P.M. in the Thomasville City Council Chambers, 7 West Guilford Street (unless otherwise noted).

Fee Received \$ N/A (PLEASE MAKE CHECK PAYABLE TO "CITY OF THOMASVILLE")

Applicant's Signature \_\_\_\_\_

Planning Board Hearing Date April 26, 2022

Planning Board Action ☒ Approved ☐ Denied Vote of: 6-1

City Council Hearing Date May 16, 2022

City Council Action ☐ Approved ☐ Denied Vote of: \_\_\_\_\_

Comments: \_\_\_\_\_

Zoning Officer Signature \_\_\_\_\_

## Article V, Section 3A. Landscape buffer yard and screening requirements.

### 12. Bufferyard matrix.

O = Opaque SO = Semi-Opaque A = Aesthetic

Bufferyard and screening are not required in the C-4 zoning district. Where two incompatible uses are fronting and separated by a street, an aesthetic bufferyard of eight feet in width shall be required.

Adjoining use	Multi-unit	Use in O & I	Use in C-1	Use in C-2	Use in C-3	Use in M-1	Use in M-2
R-20, R-15, R-10, R-10M, R-8, R-6	SO	SO O	SO O	O	O	O	O
Multi-unit	A	A	SO	SO	SO	O	O
O & I	SO	-	A	SO	SO	O	O
C-1	SO	A	-	A	A	O	O
C-2	SO	SO	SO	-	-	SO	SO
C-3	SO	SO	A	-	-	SO	SO
M-1	O	SO	SO	SO	SO	-	-
M-2	O	SO	SO	SO	SO	-	-

13. **Alternative buffers and screening.** An opaque wall or fence with a minimum height of six feet shall reduce the number of evergreen plantings required by 50 percent and buffer yard width by 30 percent. If one-sided fencing is used the front side of the fencing shall face the adjacent property. Plantings shall not be required in the case of semi-opaque buffer yard screening for a multi-family unit adjoining uses in R-20, R-15, R-10, R10M, R-8 and R-6 zoning districts.

Alternative methods of buffering and screening, including but not limited to existing vegetation, fences, wall and earthen berms, may be permitted if, upon submission of detailed plans to the technical review committee, the committee finds that the alternative methods will afford a degree of buffering and screening equivalent to that provided by the above requirements. Adequate information shall include but not be limited to:

- A detailed, clearly legible landscaping plan, drawn to scale;
- Horizontal profiles of the critical areas for which alternative buffering is being requested.

If the department of planning and inspections staff determines that compliance with the above stated buffer yard and screening requirements will not accomplish the intent of creating effective barriers between conflicting uses, the staff may refer the project to the technical review committee which may require alternative methods of screening.

14. **Bufferyard Requirements for Office Institutional District, Commercial District, and Industrial District adjacent to Residential District.** All development use in the O-I, C-1, C-2, C-3, M-1, and M-2 districts adjacent to R-20, R-15, R-10, R-8, and R-6 districts shall have an opaque fence with a minimum height of eight feet with a ~~twenty five feet~~ fifteen feet buffer yard landscaped with ~~Deciduous Trees, Evergreen Trees, and Evergreen Shrubs.~~ (See Bufferyard Illustration).



# BUFFERYARD ILLUSTRATION



Deciduous Trees

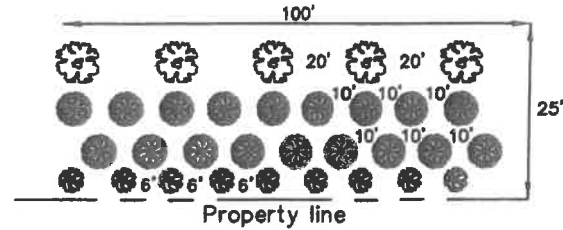


Evergreen Trees

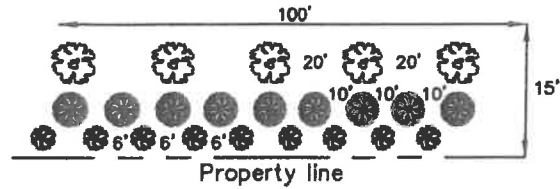


Evergreen Shrubs

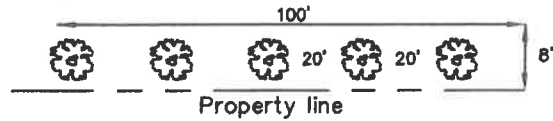
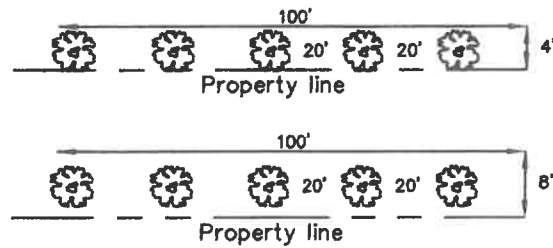
OPAQUE



SEMI-OPAQUE

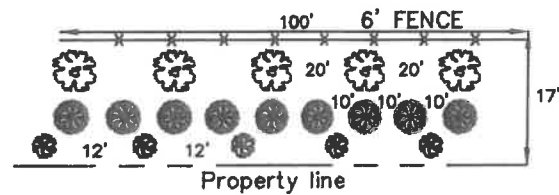


AESTHETIC

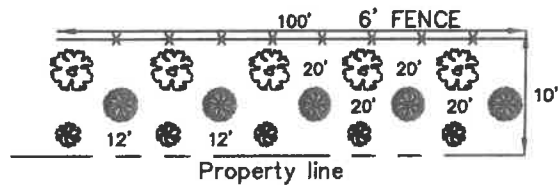


## FENCE OPTION

OPAQUE

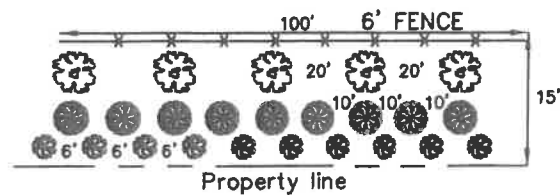


SEMI-OPAQUE



## NOTE 14 BUFFERYARD ILLUSTRATION

OPAQUE



AESTHETIC NOT APPLICABLE

(Ord. of 4-18-94(1); Ord. of 11-21-94(1), pt. 1; Ord. of 10-16-95, & 3; Ord. of 11-19-01 & 1)

**MINUTES FOR THE THOMASVILLE CITY COUNCIL BRIEFING MEETING ON MONDAY, APRIL 11, 2022 AT 6:00 PM AT 7003 BALLPARK ROAD, THOMASVILLE, NC.**

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

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

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

City Manager Brandt asked that Council remove the following item from the Agenda, saying it needed revision by staff and then it would be sent back to Committees:

*7. H. Consideration of Ordinance Amendment – Sidewalks and Streets: Creation of Social Districts to Allow for Consumption of Alcohol on Public Sidewalks*

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

3. Proclamations and Recognitions to be presented on April 18, 2022: Recognition of Rotary's 100<sup>th</sup> Anniversary
4. Public Forum on April 18, 2022 – Citizens will be given two minutes to speak on any topic at the Council Meeting.
5. Public Hearing on April 18, 2022 – Closure of Unopened Portion of Cable Street – R. Winslow/R.E.W. Homes, LLC

The following items were put on the Consent Agenda by the Council members for consideration on April 18, 2022:

6. Consent Agenda
  - A. Approval of Minutes of the Briefing Meeting on 03/14/22
  - B. Approval of Minutes of the Special Called (Outside Agency) Meeting on 03/14/22
  - C. Approval of Minutes of the Council Meeting on 03/21/22
  - D. Consideration of Budget Amendment – Water/Sewer Fund (2022 Revenue Refunding Bond Capital Project)
  - E. Consideration of Uniform Guidance Policy for ARPA Expenditures
  - F. Consideration of Nondiscrimination Policy for ARPA Funds

- G. Consideration of Records Retention Policy for ARPA Funds
- H. Consideration of Resolution for State Assistance Grant – Wastewater Treatment Centrifuge Project
- I. Consideration of Resolution for State Assistance Loan or Grant – Drinking Water Distribution System – replacing 2-inch galvanized waterlines
- J. Consideration of Resolution for State Assistance Grant – to Conduct a Study on Water Distribution System (Asset and Inventory Assessment)
- K. Consideration of Resolution for State Assistance Grant – to Conduct a Study on Wastewater Collection System (Asset and Inventory Assessment)
- L. Consideration of Resolution for State Assistance Grant – to Construct Wastewater Collection System (Replacement and Expansion of Aging Infrastructure)

The following items were put on the Regular Agenda by the Council members for consideration on April 18, 2022:

7. Regular Agenda

- A. Consideration of Budget Amendment for CDBG Project City Contribution – Brass Craft Manufacturing (Project Viceroy)
- B. Consideration of Grant Project Ordinance CDBG Project City Contribution – Brass Craft Manufacturing (Project Viceroy)
- C. Consideration of Resolution Requesting Local Legislation of the N. C. General Assembly Considering Amending the Process for the Thomasville City School Board from Appointed Members to Elected Members

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

No action was taken. Reports will be given at the Council meeting on April 18, 2022.

9. Additional Items – n/a

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

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Raleigh York, Jr., Mayor

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Wendy S. Martin, City Clerk

**MINUTES FOR THE THOMASVILLE CITY COUNCIL MEETING ON MONDAY, APRIL 18, 2022 AT 6:00 PM AT 7003 BALLPARK ROAD, THOMASVILLE, NC.**

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

The following staff members attended the meeting: City Manager Michael Brandt; City Attorney Misti Whitman; Police Chief Mark Kattner; Assistant MIS Director Damon Hartwell; PC Technician James Raulston; and City Clerk Wendy Martin

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

2. Additions and Deletions to the Agenda – There were no additions or deletions.

Council Member Sellars moved to approve the agenda as printed. Council Member Hunt seconded. *Motion unanimously approved 7 – 0.*

3. Proclamations and Recognitions – Mayor York presented the Proclamation for April 2022: "Rotary Month," in recognition of Thomasville Rotary Club's 100<sup>th</sup> Anniversary. Many Rotary Members joined Mayor York in reciting Rotary's Code of Ethics Motto.

4. Public Forum – No one came forward to speak.

5. Public Hearing – Closure of Unopened Portion of Cable Street – R. Winslow/R.E.W. Homes, LLC

Planning Director Chuck George advised that Mr. Winslow submitted a petition to close an undeveloped 60' right-of-way going through Cable Street, located in the curve. Mr. Winslow owns the property on each side of the right-of-way. Mr. George said that it would not be cost effective to open this road for future development, since it is located in the 100-year floodway. He added that he received a couple of calls from the neighbors for additional information, but they had no concerns with the closure.

Mayor York opened the Public Hearing. No one came forward to speak for or against this issue. Mayor York closed the Public Hearing.

Council Member Hunt moved to approve the closure of the unopened portion of Cable Street. Council Member Shepherd seconded. *Motion unanimously approved 7 – 0.*

6. Consent Agenda City Manager Brandt summarized the items as follows:

A. Approval of Minutes of the Briefing Meeting on 03/14/22

B. Approval of Minutes of the Special Called (Outside Agency) Meeting on 03/14/22

C. Approval of Minutes of the Council Meeting on 03/21/22

D. Consideration of Budget Amendment – Water/Sewer Fund (2022 Revenue Refunding Bond Capital Project)

- Amendment appropriates the city's equity contribution of \$47,510 to the 2022 Revenue Refunding Bond Project, which was closed in February 2022. This will save the city ~\$300,000 in debt service costs through FY 2028.
- The contribution total includes accrued interest between the closing on the new 2022 bonds (February 2022) and the final payment on the old 2012 bonds (May 2022).
- The contribution is included in the bond refunding capital project ordinance/project budget, which was approved by Council in January.
- This brings the Water/Sewer Fund Contingency balance to \$152,490.

E. Consideration of Uniform Guidance Policy for ARPA Expenditures

Recipients of American Rescue Plan Act (ARPA) funds are subject to the provisions of Uniform Guidance from the date of award to the end of the period of performance on December 31, 2026 unless otherwise specified by program-specific guidance. Uniform Guidance provisions require that the local government adopt and implement policies and procedures to ensure compliance with funding requirements.

F. Consideration of Nondiscrimination Policy for ARPA Funds

Recipients of Federal financial assistance from the Treasury are required to meet certain 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, disability, age, or sex. If a local government does not already have a written nondiscrimination policy, it must adopt and implement one consistent with this guidance

G. Consideration of Records Retention Policy for ARPA Funds

The record retention requirements for ARPA-related records are more stringent than those imposed under NC State law. All documentation must be maintained for at least 5 years from the end of the award term in accordance to ARPA Policy. The City of Thomasville must agree to provide or make available such records to the Treasury upon request in order to conduct audits or other investigations.

H. Consideration of Resolution for State Assistance Grant – Wastewater Treatment Centrifuge Project

Project entails construction of a centrifuge at the water plant to remove Alum material from processed drinking water to eliminate the need for the Alum sludge lagoon. This is a request for \$4.4M.

I. Consideration of Resolution for State Assistance Loan or Grant – Drinking Water Distribution System – replacing 2-inch galvanized waterlines

Replace old lines in 18 areas of the City, totaling over 17,000 linear feet of waterlines. This project is approximately \$7.1M.

J. Consideration of Resolution for State Assistance Grant – to Conduct a Study on Water Distribution System (Asset and Inventory Assessment)

The State offers Asset and Inventory Assessment Grants to allow the City to take a more proactive approach to the management and financing of the water distribution system. This grant is up to \$200,000.

K. Consideration of Resolution for State Assistance Grant – to Conduct a Study on Wastewater Collection System (Asset and Inventory Assessment)

The State offers Asset and Inventory Assessment Grants to allow the City to take a more proactive approach to the management and financing of the wastewater distribution system. This grant is up to \$200,000.

L. Consideration of Resolution for State Assistance Grant – to Construct Wastewater Collection System (Replacement and Expansion of Aging Infrastructure)

The City recognizes the need to replace and expand the aging infrastructure located at the Raines Road Pump Station and Force Main Replacement Project. This grant will be up to \$5M.

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

7. Regular Agenda

A. Consideration of Budget Amendment for CDBG Project City Contribution – Brass Craft Manufacturing (Project Viceroy)

City Manager Brandt said the N.C. Dept. of Commerce awarded the City a Rural Economic Development Building Reuse Grant for the reuse of the building at 1024 Randolph Street by BrassCraft Manufacturing.

He explained that these CDBG grants are provided to local government units to productively reuse buildings and properties, stimulate economic growth, and create jobs.

For this project, the City's contribution would be \$25,000, which is 5% of the total \$500,000 grant award. This budget amendment would appropriate the City's contribution of \$25,000 from Contingency to fund the administration of the grant award, leaving a General Fund Contingency account balance of \$138,906.

Council Member Hunt moved to approve this budget amendment. Council Member Sellars seconded. *Motion unanimously approved 7 – 0.*

B. Consideration of Grant Project Ordinance CDBG Project City Contribution – Brass Craft Manufacturing (Project Viceroy)

City Manager Brandt explained that this ordinance would establish a budget and appropriate funding for the grant project. The City's contribution would be \$25,000 for the administration of the grant award.

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

C. Consideration of Resolution Requesting Local Legislation of the N. C. General Assembly Considering Amending the Process for the Thomasville City School Board from Appointed Members to Elected Members

City Attorney Misti Whitman said all five members of the City School Board are currently appointed by the City County. She said, "Recognizing the fact that it is important for our citizens and our parents to have a say-so in the School Board for their children, City Council had requested us to move forward with the process of allowing the Board members to be elected."

She asked that City Council approve this Resolution to change the way that it is done to a School Board elected by the citizens. This would match what the vast majority of other school systems in the state are doing.

This Resolution would change it so that all five board members would be elected. Two members would initially be elected for 2-year terms, and 3 members would be elected for 4-year terms. This would take place in November of 2023.

Once approved, this Resolution would be taken to the state legislature by our representative.

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

Council Member Bratton said he has wanted to do this since he first got on Council twelve years ago; and during the last few elections, he has heard from the community that they want an elected school board. So he was happy to move this forward.

*Motion unanimously approved 7 – 0.*

8. COMMITTEE REPORTS AND APPOINTMENTS, MAYOR'S REPORT AND APPOINTMENTS, CITY MANAGER'S REPORT, CITY ATTORNEY'S REPORT

Most Council Members reported that they turned in their lists of Council-related activities for the past month to the City Clerk. These lists are available upon request.

Council Member Williams reported that it was National Volunteer Week. She said, "There are so many things that happen in our city that would not happen without volunteers. So, if you are a volunteer – if you clip flowers, pick up trash, sit on a committee – thank you for what you do."

She also announced that PACE and Paxton Taylor are having a meet-and-greet for Downtown businesses on April 28<sup>th</sup>. And she encouraged citizens to visit the Tourism Depot, "Because they always have something going on."

Mayor Raleigh York, Jr. enjoyed attending a soft opening at Dairy-O's on Liberty Drive.

He also went to the announcement at the Community College for Nucor Steel, a new manufacturing plant that's coming to the County. He reported that they donated \$900,000 to the community (\$250,000 to each of the three school systems; an extra \$100,000 to Davidson County School system for feeding needy children in the school system; and \$50,000 to Holly Grove Fire Department. He said Thomasville will be providing sewer service to the Nucor plant, even though it is not going to be located in the City.

Mayor York thanked volunteer Tyler Allred for 7 or more years of leading litter sweeps on the second Saturdays of each month from 8:00 AM – 12:00 noon, and he invited everyone to join in.

City Manager Michael Brandt advised that there would be a public information session regarding a grant for a redevelopment project for the Kern Street School Property. It will be held on Tuesday, April 19, at 6:00 PM at Park Place Baptist Church, 201 Kern Street.

He announced that American Rescue Plan Act grant applications are being accepted for non-profit organizations serving Thomasville. Applications can be found on the City website under the "Government" tab. The City grant administrator reviews all applications with final approval made by City Council.

He said the Thomasville Farmers Market has opened for the season on Saturdays from 8:00 AM - 12 noon; later in the season, they will also be open on Tuesdays and Thursdays.

City Attorney Misti Whitman said Meals on Wheels always needs volunteers. She reported that her month has been filled with easements and ARPA details, among other things.

#### 9. ADDITIONAL ITEMS – n/a.



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

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Raleigh York, Jr., Mayor

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Wendy S. Martin, City Clerk

AN ORDINANCE TO ENACT CHAPTER 70, ARTICLE VI OF THE  
THOMASVILLE CODE OF ORDINANCES: SOCIAL DISTRICT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF THOMASVILLE:

Chapter 70, Article VI of the Thomasville Code of Ordinances is hereby enacted to  
read as follows:

Section 1: Article VI- SOCIAL DISTRICT

Section 70-160. – Purpose and Intent.

- (a) Pursuant to the provisions of North Carolina General Statute 160A-205.4, *et seq.*, one or more social districts may be created within the city and the City hereby creates and designates the following social district: Downtown Thomasville Social District which is designated as shown on a map dated April 16, 2022; the map is available in the Office of the City Clerk, and signage and/or markings shall be posted clearly delineating the boundaries of the Social District.
- (b) The Thomasville Social District shall be created, designated, and managed in accordance with the requirements contained in North Carolina General Statute 160A-205.4 and Chapter 18B.
- (c) Any person who violates this Article, and any person who aids, abets, encourages, assists in, or contributes to such violation, shall be guilty of a misdemeanor with a fine of \$25.00.

Sec. 70-161. – Definitions.

- (a) “Social district” means and refers to a defined outdoor area in which a citizen may consume alcoholic beverages sold by a permittee. This term does not include the permittee’s licensed premises or an extended area allowed under North Carolina General Statute 18B-904(h).
- (b) “Permittee” means and refers to a person holding any of the following ABC permits issued by the North Carolina Alcoholic Beverage Control Commission established under North Carolina General Statute 18B-200.:
  - i. An on-premises malt beverage permit issued pursuant to G.S. 18B-1001(1).
  - ii. An on-premises unfortified wine permit issued pursuant to G.S. 18B-1001(3).
  - iii. An on-premises fortified wine permit issued pursuant to G.S. 18B-1001(5).
  - iv. A mixed beverages permit issued pursuant to G.S. 18B-1001(10).
  - v. A distillery permit issued pursuant to G.S. 18B-1100(5).

- (c) "Person" means and refers to an individual, firm, partnership, association, corporation, limited liability company, other organization or group, or other combination of individuals acting as a unit.
- (d) "Premises" means and refers to a fixed permanent establishment, including all areas inside or outside the permitted establishment, where the permittee has control through a lease, deed, or other legal process.

Sec. 70-162. – Application.

- (a) The provisions and terms contained in this Article shall be applicable between the hours of 11:00 a.m. and 10 p.m., Monday through Sunday. At all other times, the provisions and terms contained in this Article are not in effect and all provisions of State and local laws concerning the possession and consumption of alcohol shall be in full force and effect.
- (b) Any alcoholic beverage purchased for consumption in the Thomasville Social District shall (i) only be consumed in the Thomasville Social District and (ii) be disposed of before the person in possession of the alcoholic beverage exits the establishment's outdoor area unless the person is reentering the licensed premises where the alcoholic beverage was purchased. A violation of this Section is a Class 3 misdemeanor.

Sec. 70-163. – Requirements for Sale of Alcoholic Beverages. - A permittee located in or contiguous to the Thomasville Social District may sell alcoholic beverages for consumption within the Thomasville Social District it is located in or contiguous to in accordance with the following requirements as required by NCGS 18B-904.1(d)

- (a) The permittee shall only sell and serve alcoholic beverages on its licensed premises.
- (b) The permittee shall only sell alcoholic beverages for consumption in the Thomasville Social District in a container that meets all of the following requirements:
  - (1) The container clearly identifies the permittee from which the alcoholic beverage was purchased.
  - (2) The container clearly displays a logo or some other mark that is unique to the Thomasville Social District.
  - (3) The container is not comprised of glass.
  - (4) The container displays, in no less than 12-point font, the statement, "Drink Responsibly - Be 21."

(5) The container shall not hold more than 16 fluid ounces.

- (c) The permittee shall not allow a person to enter or reenter its licensed premises with an alcoholic beverage not sold by the permittee.

Sec. 70-164. – Requirements for Possession and Consumption of Alcoholic Beverages. - The possession and consumption of an alcoholic beverage in the Thomasville Social District is subject to all of the following requirements:

- (a) Only alcoholic beverages purchased from a permittee located in or contiguous to the Thomasville Social District may be possessed and consumed.
- (b) Alcoholic beverages shall only be in containers meeting the requirements set forth in Section 70-163 of this Article.
- (c) Alcoholic beverages shall only be possessed and consumed during the days and hours set forth in Section 70-162 of this Article.
- (d) Nothing in this subdivision shall be construed as authorizing the sale and delivery of alcoholic beverage drinks in excess of the limitation set forth in North Carolina General Statute 18B-1010.
- (e) A person shall dispose of any alcoholic beverage in the person's possession prior to exiting the establishment unless the person is reentering the licensed premises where the alcoholic beverage was purchased.
- (f) A violation of this Section is a Class 3 misdemeanor and shall be subject to a fine of \$25.00.

Sec. 70-165. – Exceptions.

When a Special Event is held pursuant to the issuance of a Special Event Permit the terms of the Special Event Permit supersede the provisions of this Article within the boundaries of the Special Event. Any alcohol purchased within the boundaries of the Special Event may not be taken outside of the Special Event, even if the alcohol is to be taken from the boundary of the Special Event into the boundary of the Social District. A violation of this Section is a Class 3 misdemeanor.

Sec. 70-166. – Severability.

If any section, phrase, sentence or portion of this ordinance is held void, invalid, unconstitutional or unenforceable for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision; and such holding shall not affect the validity of the remaining portions thereof.

Section 2. This Article shall become effective 90 days from the date of adoption.

Section 3. That all ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Upon the motion of member of Council \_\_\_\_\_, and a second by member of Council \_\_\_\_\_, the foregoing ordinance was passed upon its first reading by a vote of \_\_\_\_\_.

CITY OF THOMASVILLE

By: \_\_\_\_\_  
Raleigh York, Jr., Mayor

[SEAL]

Attest: \_\_\_\_\_  
Wendy S. Martin, City Clerk

AN ORDINANCE TO ENACT CHAPTER 70, ARTICLE VII OF THE  
THOMASVILLE CODE OF ORDINANCES: SIDEWALK DINING

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF THOMASVILLE:

Chapter 70, Article VII of the Thomasville Code of Ordinances is hereby  
enacted to read as follows:

Section 1: Article VII- SOCIAL DISTRICT SIDEWALK CAFE

Sec. 70-170. *Permit generally.* Notwithstanding any other provision of this Code, the city manager or his/her/their designee may issue permits to restaurants as defined herein for the serving of food and beverages on city sidewalks and pedestrian ways in the area of the city known as the Downtown Sidewalk Cafe District as herein described.

Sec. 70-171. *Definitions.* The following definitions shall apply in this division:

(a) *Downtown sidewalk cafe district.* The downtown sidewalk cafe district shall mean that part of the City of Thomasville, which is included within and bounded as follows: East and West Main Street on the north-side; East and West Main Street on the south-side; Memorial Park Drive on the east; and Winston Street on the west.

The downtown sidewalk cafe district shall include the sidewalks on both sides of the boundary streets to form the district.

(b) *Establishment.* An establishment engaged in the business of regularly and customarily selling food and or beverages, primarily to be consumed on the premises, including businesses that are referred to as restaurants, cafeterias, cafes, lunch stands, grills, snack bars, fast food businesses, bars, grills and other establishments, such as drug stores, which have a lunch counter or other section where food is sold to be eaten on the premises.

(c) *Pedestrian way.* An improved walk or passageway intended for use by pedestrians, but not adjacent to any city street.

(d) *Restaurant operator.* The person, partnership, limited liability company, firm, or corporation operating a restaurant and associated sidewalk cafe. As used in this section, this definition includes the owner, and manager if different from the owner, of the restaurant and associated sidewalk cafe.

(e) *Sidewalk.* That improved portion of a public street between the curb line or the lateral lines of a roadway if there is no curb, and the adjacent property line that is intended for the use of pedestrians.

(f) *Street.* The entire width between property lines of every way or place of whatever nature, when any part thereof is open to the use of the public as a matter of right for the purpose

of vehicular traffic.

Sec. 70-172. *Application.* Any establishment desiring to operate a sidewalk cafe shall prepare and file an application with the city manager or their designee which shall contain the following information:

(a) The name, address, and telephone number of the establishment desiring to operate a sidewalk cafe.

(b) The name, address, and telephone number of the establishment operator.

(c) The type of food, beverage, or food product to be sold and served at the sidewalk cafe.

(d) The hours of operation of the establishment and the proposed hours of operation of the sidewalk cafe.

(e) A scaled site plan showing the section of sidewalk or pedestrian way to be used for the sidewalk cafe, the section to be kept clear for pedestrian and fire access, and depicting the proposed placement of tables, chairs, barricades, umbrellas, trash receptacles, and other structures and furnishings on the sidewalk or pedestrian way. In no case shall a sidewalk café violate the provisions of N.C.G.S. 20-174.1.

(f) Proof of an insurance policy, issued by an insurance company licensed to do business in the State of North Carolina, protecting the permittee and the city from all claims for damages to property and bodily injury, including death, which may arise from operations under or in connection with the permit. Such insurance shall name the city as additional insured without a municipal exclusion and shall provide that the policy shall not terminate or be canceled prior to the expiration date without thirty(30) days advance written notice to the city. Such insurance shall afford minimum limits of one hundred thousand dollars (\$100,000.00) combined for property and bodily injury and three hundred thousand dollars (\$300,000.00) aggregate annually.

(g) A copy of all permits and licenses issued by the county, state or the city, including health and ABC permits and business licenses and permits, necessary for the operation of the restaurant business, or a copy of the application for the permit if no permit has yet been issued.

(h) Such additional information as may be requested by the city manager or their designee to determine the compliance with this section.

Sec. 70-173. *Issuance of permit.* No permit for the operation of a sidewalk cafe may be issued unless the application is complete and the following requirements are met:

(a) The sidewalk cafe must be associated with an operating establishment such that it is under the same management and shares the same food preparation facilities, rest room

facilities and other customer convenience facilities. The sidewalk cafe must be operated under the same name as the associated establishment and may be open or operated only at times when the establishment is open for business.

(b) The operation of the sidewalk cafe must be clearly incidental to the associated establishment. The seating capacity of the sidewalk cafe may not be more than fifty (50) percent of the interior seating capacity of the associated restaurant.

(c) The placement of tables, chairs, and other furnishings as shown in the drawing submitted with the site plan must be done in such manner that at least five (5) feet of unobstructed space remains on the sidewalk or pedestrian way for the passage of pedestrians. No fire exits, hydrants, FDC or lanes may be blocked and must remain clear at all times. All applicable regulations pursuant to the Americans with Disabilities Act/PROWAG must be met.

(d) The establishment seeking to operate a sidewalk cafe must front on and open onto the sidewalk or pedestrian way proposed for use. The placement of tables, chairs and other furnishings may extend beyond the frontage of the associated establishment. With the written permission of the adjoining property owner and tenant the sidewalk café may extend onto the abutting property but may not extend beyond a mid-block crossing, curb cut, alleyway or vehicular entrance.

(e) The tables, chairs and other furnishings used in the sidewalk cafe shall not be anchored. Sidewalk cafes that require the installation of ramps, railings or structures must meet engineering standards appropriate for the intended use. All applicable regulations pursuant to the Americans with Disabilities Act/PROWAG must be met.

(f) Except as elsewhere permitted by the Code, the operation or furnishing of the sidewalk cafe shall involve no permanent alteration to any sidewalk or pedestrian way or to the exterior of the associated establishment.

(g) The operation of the sidewalk cafe shall at all times be in accordance with the requirements of this Sec. 70-173. At the direction of the city manager or their designee, any improperly placed or improperly sized furniture or barricade shall be removed.

(h) Each sidewalk cafe shall provide adequate trash receptacles for its patrons within the perimeters of the barricades. At the end of each business day and during operating hours the operator shall remove all trash and debris of any sort from the area within the barricade and between it and the curb or travel lane, and in addition shall remove from the sidewalk alongside and abutting properties any trash or debris originating as a result of the operation of the sidewalk cafe.

Sec. 70-174. *Alcoholic beverages.* Notwithstanding any other provisions of the City Code, alcoholic beverages may be served at sidewalk cafes provided the requirements of Chapter 70, Article VI - Social District - are met.

Sec. 70-175. *Denial.* A permit may be denied if it is found that the granting of the permit



would not be in the public interest. Any applicant denied a permit to operate a sidewalk cafe shall receive a written statement, outlining the grounds on which the denial is based.

The applicant may appeal the denial of the permit to the city council within fifteen (15) working days after the date of the written denial and the city council may take such action as it shall find necessary. The findings and determination of the city council shall be final.

Sec. 70-176. *Permit revocation.* The city manager may revoke a permit issued pursuant to this section, if they find that the establishment operator has:

- (a) Deliberately misrepresented or provided false information in the permit application.
- (b) Violated any law, regulation, or ordinance regarding the possession, sale, transportation or consumption of intoxicating beverages or controlled substances.
- (c) Operated the sidewalk cafe in such a manner as to create a public nuisance or to constitute a hazard to the public health, safety, or welfare; including failure to keep the street or sidewalk cafe area clean and free of refuse and trash.
- (d) Failed to maintain any health, business, ABC, or other permit or license required by law.
- (e) Operated the restaurant or sidewalk cafe in violation of this division or of any city, county, state, or federal law, ordinance, or regulation.
- (f) Failure to maintain required ADA pedestrian access free from obstructions.

Before the revocation of a permit, the city manager or their designee shall notify the permit holder of the intent to revoke the permit in writing and the reasons therefor and shall afford the permit holder a reasonable opportunity to appear and be heard on the question of such revocation. After the hearing, the city manager or their designee shall notify the permit holder in writing of this decision and the reasons therefor. A decision to revoke a permit may be appealed to the city council within fifteen (15) working days in accordance with the provisions of Sec. 70-175.

Sec. 70-177. *Reservation of rights.* The city reserves the right to require any sidewalk cafe established pursuant to this article to cease part or all of its operation in order to allow for construction, maintenance, or repair of any sidewalk, utility, or public building by the city, its agents, or employees, or by any other governmental entity or public utility.

Sec. 70-178. *Term transfer, renewal.* Permits issued in accordance with the provisions of this section shall:

- (a) Be issued for a period of two (2) years beginning on the first day of the

month following the date of issuance.

(b) Be in addition to any other permit required pursuant to this Code.

(c) Not be transferable or assignable, to include when the business or property is sold and the new owner or tenant operates a similar establishment.

(d) Renewal of the permit must be requested thirty (30) days prior to expiration. Renewals will be issued for a period of two (2) years.

Section 2. This Article shall become effective 30 days from the date of adoption.

Section 3. That all ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Upon the motion of member of Council \_\_\_\_\_, and a second by member of Council \_\_\_\_\_, the foregoing ordinance was passed upon its first reading by a vote of \_\_\_\_\_.

CITY OF THOMASVILLE

By: \_\_\_\_\_  
Raleigh York, Jr., Mayor

Attest: \_\_\_\_\_  
Wendy S. Martin, City Clerk

[SEAL]







**CITY OF THOMASVILLE**  
**Grant Project Ordinance**

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

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

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

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

065-8710-322-0507	State Grants - Building Reuse Grant	\$200,000.00
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**Section 4.** The following expenditures are anticipated to be available to complete this project:

065-8710-524-7300	Construction Rehabilitation	\$200,000.00
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**Section 5.** The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreements and federal and state regulations.

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

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

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

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

ADOPTED this 16<sup>th</sup> day of May, 2022

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Mayor

ATTEST:

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City Clerk



NORTH CAROLINA  
**DEPARTMENT of  
COMMERCE**

**Roy Cooper**  
GOVERNOR

**Machelle Sanders**  
SECRETARY

April 14, 2022

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

SUBJECT: One NC Fund Grant – Project No. 2021-29368  
Local Government Grant Agreement & Company Performance Agreement  
City of Thomasville/BrassCraft Manufacturing Company

Dear Mr. Brandt:

A copy of the Terms of the One NC Grant, the Local Government Grant Agreement and the Company Performance Agreement for the above project are enclosed. The Local Government Grant Agreement and Company Performance Agreement need to be executed by the City Manager, or Councilman. Return by email to my attention. Keep a set for your file.

When I receive the executed agreements, copies will be sent to the company. Please note: before funds can be disbursed, all requirements as stated in the Company Performance Agreement must be met.

A copy of the Local Government Disbursement Certification form (Exhibit A) is enclosed. It will need to be completed and returned to me when requesting a disbursement.

The grant is subject to the requirement that the local government provide the Department of Commerce a copy of the agreement listing the company governing the local incentive for the project. Please submit, along with your executed Company Performance Agreement and Local Government Grant Agreement, a copy of your Local Government Incentive Agreement with BrassCraft Manufacturing Company and agreements regarding any other North Carolina incentive given.

Should you have questions regarding the grant funding process please call me at 919-608-9016 or email [kenny@commerce.gov](mailto:kenny@commerce.gov). E-Mail the agreements to my attention. Thank you.

Sincerely,  
Designated by:  
*Kenny Staff*  
Kenny@Commerce.gov

Enclosures

## **Terms of One NC Grant**

**Local Government: City of Thomasville**

**Project Company: BrassCraft Manufacturing Company**

**Grant Amount: \$200,000**

Guarantor	Masco Corporation
Project Description	Manufacturer of rough plumbing products.
Facility Location	1024 Randolph Street; Thomasville, NC
Grant Period	3 years beginning February 2, 2022
Grant End Date	February 2, 2025
Target New Jobs (goal)	96
Target New Investment (goal)	\$13,350,000
Required New Jobs (required for full grant)	86
Required New Investment (required for full grant)	\$12,000,000
Average weekly wage for all full-time jobs (Wage Standard)	\$813
Retained Jobs, if any	123
Closeout	The earlier of when performance is complete, or the Grant End Date

### **Other Requirements**

- Health insurance for all fulltime jobs
- Use grant proceeds for installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings, or for new or proposed buildings to be used for manufacturing and industrial operations
- Must provide verification that Project has received all environmental permits
- The grant is subject to the requirement that the Local Government deliver to the Department of Commerce a copy of the agreement with the Company governing the local incentives to be provided for the Project.

- By no later than February 1 following the end of each year during the later of the end of the Grant Performance Period or the date on which the Local Government provides the final funds that would bring the local matching contribution to the level provided by the Grant, the Company will submit a report to the DOC in the form of Exhibit B, documenting the Local Government contribution of eligible matching funds, through the just completed calendar year, and a copy of the Company's fourth calendar quarter performance, ending December 31. In addition, during the Grant Period, the Company shall provide a statement indicating whether the Company expects to have completed Performance Criteria sufficient to request a disbursement during the upcoming state fiscal year (July 1 through June 30).

### Disbursement of Grant

4 installments equal to 25% of grant each, on demonstration of creation of:

- 25% of Target New Jobs;
- 50% of Target New Jobs
- 75% of Target New Jobs
- Required New Jobs and Required Investment

and evidence of making Statutorily Qualifying Expenditures, Environmental Permits, and Retained Jobs (if required, as set forth above).

### Obligation to Repay Grant

- Failure to provide required health insurance
- Failure to achieve Wage Standard
- Ceasing project operations
- Failure to maintain jobs for the requisite time beyond Closeout (1-2 years depending on Closeout timing)

### Adjustments to Grant at Closeout

- If Closeout occurs on the date three years from the date of the Grant award and the Company has failed to:
  - Create and retain Required New Jobs, or
  - Make statutorily qualifying expenses equal to 100% of the grant, or
  - Make the Required Investment

the amount of the Grant will be reduced on a pro rata basis to reflect the percentage by which the Company failed to meet its performance goals.

To the extent the amount of the reduced Grant is *less* than the amount that has been previously disbursed, the Company must reimburse DOC for the difference.

### Obligations beyond Closeout

- If Closeout occurs more than one year prior to the Grant End Date, the Company must maintain at least 90% of the New Jobs in place at Closeout for two years after the date of Closeout.



- If Closeout occurs less than one year prior to the Grant End Date, the Company must maintain at least 90% of the New Jobs in place at Closeout until the date that is the one year anniversary of the Grant End Date.
- If the Company fails to maintain at least 90% of the number of New Jobs in place at Closeout for the required time period, the Company must reimburse DOC the entire amount of the Grant.

### Statute and Guidelines Governing Grant

- N.C. Gen. Stat. 143B-437.70 *et seq.*
- Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund.

# LOCAL GOVERNMENT GRANT AGREEMENT THE ONE NORTH CAROLINA FUND

**Local Government Name: City of Thomasville**

**Grant No. 2021-29368**

**Project Name: BrassCraft Manufacturing Company**

**STATE OF NORTH CAROLINA**

**GRANT AGREEMENT**

**COUNTY OF WAKE**

This Local Government Grant Agreement (the "LGGA") is effective the 2<sup>nd</sup> day of February 2022 (the "Effective Date") by and between the City of Thomasville, North Carolina (hereinafter referred to as the "Local Government"), and the North Carolina Department of Commerce (hereinafter referred to as "DOC");

## WITNESSETH:

**WHEREAS;** the Local Government desires to stimulate and develop the local economy of its region, alleviate the problems of unemployment and underemployment by creating and/or retaining jobs for its citizens, and develop its local tax base; and

**WHEREAS;** the General Assembly has created the One North Carolina Fund (the "Program") to make funding available within North Carolina "to secure commitments for the recruitment, expansion or retention of new or existing businesses"; and

**WHEREAS;** the General Assembly has authorized Program funds to be used for installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings; and construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for new or proposed buildings to be used for manufacturing and industrial operations; and

**WHEREAS;** the Local Government has applied for funds in connection with activity to be undertaken by BrassCraft Manufacturing Company (the "Company"), a business that has competitively chosen to locate or expand operations for the following project (the "Project") in North Carolina:

A plant (the "Facility") at which the company will manufacture rough plumbing products located in or around 1024 Randolph Street in the City of Thomasville in Davidson County, North Carolina.

**WHEREAS;** the Local Government has committed to provide matching funds and resources for the Project equal to at least the amount set forth in N.C. Gen. Stat. § 143B-437.72(c)(1) (the "Match"); and

**WHEREAS;** the Local Government's application (the "Local Government Application") has been approved by DOC for funding, based on the Local Government's commitments, and the commitments made by the Company in its Program application (the "Company Application"); and

**WHEREAS,** the Company has executed an agreement (the "Company Performance Agreement" or "CPA") with the Local Government reflecting the Company's commitments to expand, create and/or retain jobs and to take other actions that will support North Carolina's economic development and the terms on which funds will be made available for such activity from the Program.

**NOW THEREFORE,** in consideration of the mutual covenants and promises set forth below, the Local Government and DOC hereby agree as follows:

#### **I. DOC COMMITMENTS AND GRANT CONDITIONS**

- (a) DOC agrees to provide program fund in the maximum amount of Two Hundred Thousand Dollars (\$200,000.00) for the project (the "Grant"), in accordance with the terms of this LGGA and the CPA.
- (b) Grant payments disbursed under this LGGA will be disbursed to the local government pursuant to N.C. Gen. Stat. § 143B-437.70 *et seq.*, the terms of the Program Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund, established pursuant to N.C. Gen. Stat. § 143B-437.73 and in effect as of the effective date of this LGGA (the "Program Guidelines"), consistent with the terms and schedule established in the CPA.
- (c) Grant disbursements are conditioned upon the execution of the CPA between the local government and the company and any other required parties thereto, in a form acceptable to DOC. In addition to the company and the local government, the following are required parties to the CPA: Masco Corporation (the "Guarantor").
- (d) To receive a grant disbursement, the local government must provide or cause to be provided to DOC a properly executed CPA, proof that the company has performed its obligations under the CPA, proof that the local government has met its obligation to provide the match, a duly executed completed disbursement request and certification in the form of Exhibit A hereof (the "Local Government Disbursement Request"), and a duly executed completed company's disbursement request and certification in the form of Exhibit A to the CPA (the "Company Disbursement Request").

#### **II. LOCAL GOVERNMENT'S COMMITMENTS**

- (a) The local government agrees to perform the program and to abide by all commitments, terms and representations in the local government application.
- (b) The local government agrees to provide the match in a manner consistent with N.C. Gen. Stat. § 143B-437.72(c)(1), the program guidelines and procedures and the local government application. The local government will provide to the DOC a copy of the duly executed agreement between the local government (or other local entity) and the company governing the local incentives that will be provided to the company for the project (the "Local Incentive Agreement"), at the time the local government returns the executed LGGA. The company will be ineligible for a grant disbursement until the Local Incentive Agreement is provided to the DOC. The local government will report to the DOC the amount of each incentive payment that is provided to the company under the Local Incentive Agreement, within thirty (30) days of the date on which it is provided, whether or not the CPA remains in effect.

- (c) The local government agrees to take all steps reasonably necessary to ensure and to establish to DOC that the required levels of jobs are created and/or retained, the required salary levels are achieved, the required levels of investments are made, statutorily qualifying expenses are incurred, any required environmental permits are obtained, and any other required performance criteria are satisfied, and that no Grant funds are disbursed until the performance criteria in the CPA have been met.
- (d) The local government agrees to take whatever steps may be reasonably necessary to ensure and to establish to DOC that grant funds disbursed by the local government are used only for purposes allowed under the statutory authority creating the Program.
- (e) The local government agrees to take whatever steps may reasonably be required, after consultation with the Secretary of DOC (the "Secretary") and not inconsistent with the Secretary's authority under the CPA, to recapture all disbursed funds for which the local government and DOC have a right to be reimbursed.
- (f) The local government acknowledges that DOC has a right to recapture funds under the CPA and that such right does not relieve the local government of its own responsibility to recapture funds.
- (g) The local government agrees to otherwise reimburse DOC for any funds improperly disbursed, provided, however, that local government is under no obligation to reimburse DOC for any improperly disbursed funds that were disbursed with DOC's prior permission.
- (h) The local government agrees to keep and maintain books, records and other documents relating to the receipt and disbursement of the grant and the fulfillment of this LGGA. The local government shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly. If the local government fails to keep and maintain books and records necessary for verifying fulfillment of this LGGA, the Secretary may in his discretion declare this LGGA to be in default, withhold payments for or under this LGGA, and/or require reimbursement of all or any portion of grant funds previously paid. Prior to taking such action, the Secretary will endeavor to communicate with the local government and the company to discuss the circumstances and the actions being contemplated.
- (i) The local government agrees to provide any duly authorized representative of DOC or the State of North Carolina at all reasonable times access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the grant for a period of three years following the last payment of grant funds or for the inspection period specified in the CPA, whichever is longer. To the extent any information or documents gathered pursuant to this section would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (to include, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the "Public Records Act"), the local government shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by DOC and its authorized representatives. If the local government fails to provide such access and right of inspection, the Secretary may exercise discretion to declare this LGGA in default, to withhold payments under this LGGA and/or require reimbursement of all or any portion of the grant paid.
- (j) The local government shall comply with all lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina, and any other applicable laws and/or Executive Orders currently or hereafter in force.
- (k) In the event that the Company or Guarantor fail to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and incur statutorily qualifying expenses, the local government, after consultation with the Secretary and not inconsistent with the Secretary's authority under the CPA, shall promptly exercise its rights and remedies to require repayment of funds, or to assess such other penalties as may be provided for in the CPA.
- (l) In addition, in the event that the Company or Guarantor fail to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make

investments, and incur statutorily qualifying expenses, and the local government recaptures funds from the Company or Guarantor, the local government shall promptly pay to DOC the grant amounts which it is able to collect.

### III. GENERAL PROVISIONS

- (a) The parties to this LGGA agree and understand that the payment of all sums specified in this LGGA is dependent and contingent upon and subject to the appropriation, allocation and availability of funds to DOC for this purpose.

(b) Failure of DOC at any time to require performance of any term or provision of this LGGA shall in no manner affect the rights of DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of DOC of any condition or the breach of any term, provision or representation contained in this LGGA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

- (c) The recitals are an integral part of this LGGA.

(d) This LGGA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this LGGA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this LGGA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

**(e) This Grant award shall terminate and be null and void on June 15, 2022, if by that date the Local Government has not delivered back to the DOC, this LGGA and the CPA, duly executed by an authorized official of the Local Government, and attested in the manner provided below, together with a copy of the Local Incentive Agreement.**

Upon execution of this LGGA by DOC and the Local Government in the spaces below, the Local Government hereby accepts the Grant on the terms of this LGGA, effective on the date indicated above, and further certifies that the official signing below has been duly authorized by the Local Government's governing body to execute this LGGA.

North Carolina Department of Commerce

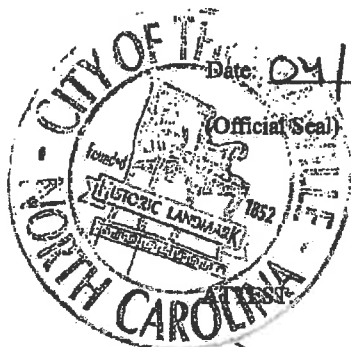
Date: April 12, 2022

By:  
For:

DocuSigned by:  
  
Machelle Sanders, Secretary  
North Carolina Department of Commerce

*Signature Page Follows*

**City of Thomasville  
(Local Government)**



Date: 04/18/2022

By:

Raleigh York, Jr.

Name: Raleigh York, Jr.

Title: Mayor

Authorized Official

Wendy Martin  
Wendy Martin, City Clerk

Date: 04/18/2022

# COMPANY PERFORMANCE AGREEMENT

## THE ONE NORTH CAROLINA FUND

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This Company Performance Agreement (the "CPA"), effective the 2nd day of February 2022 (the "Effective Date"), by, between, and among BrassCraft Manufacturing Company, a Michigan Corporation authorized to do business in North Carolina (the "Company"), Masco Corporation, a Michigan Corporation (the "Guarantor"), who, together with the company shall be jointly and severally liable for the obligations under this CPA, and the City of Thomasville, North Carolina (the "Local Government," and together with the company and guarantor, the "Parties");

### WITNESSETH:

**WHEREAS**, the Local Government has applied for a One North Carolina Fund grant from the North Carolina Department of Commerce (the "DOC"); and

**WHEREAS**, a One North Carolina Fund grant award in the amount of Two Hundred Thousand Dollars (\$200,000) (the "Grant") has been negotiated and agreed to by DOC and the Parties; and

**WHEREAS**, the Grant has been approved by DOC for disbursement to the Local Government pursuant to the terms of the One North Carolina Fund Local Government Grant Agreement between the Local Government and DOC (the "LGGA"); and

**WHEREAS**, the Grant is to be used by the Company toward the goal of creating Ninety Six (96) new jobs (the "Target New Jobs") which shall be permanent full-time jobs (each, a "New Job") and Thirteen Million Three Hundred Fifty Thousand Dollars (\$13,350,000) (the "Target Investment") in new investment in the State of North Carolina; and

**WHEREAS**, the Company and Guarantor have represented that the Grant is necessary to enable the investment and job creation by the Company to occur and go forward in North Carolina; and

**WHEREAS**, the Grant will enable retention of 123 permanent full-time jobs (the "Retained Jobs"), which is the total number of positions the Company maintained in North Carolina prior to the Effective Date; and

**WHEREAS**, the Grant will stimulate economic activity and create new jobs for the citizens of this State; and

**WHEREAS**, the Grant is issued pursuant to and subject to the terms of N.C. Gen. Stat. § 143B-437.70 *et seq.* and the Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund (the "Program Guidelines"); and

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**WHEREAS**, the Guarantor has agreed to guarantee the performance and obligations of the Company hereunder, and its guaranty is made for the benefit of the DOC and the Local Government and to induce the DOC and the Local Government to enter into this CPA, in consideration of the benefits provided to the Company and to the Guarantor by virtue of its ownership interests;

**WHEREAS**, pursuant to, inter alia, N.C. Gen. Stat. § 143B-437.07 and G.S. 143B-437.72(b), as these statutes may be amended from time to time, the DOC is required to submit regular reports to the North Carolina General Assembly regarding operation of the One North Carolina Fund and the performance and funding requirements for each One North Carolina Fund grant awarded;

**NOW, THEREFORE**, in consideration of the representations set forth above and the mutual covenants and promises set forth below, the Company, the Guarantor, and the Local Government hereby agree as follows:

#### **1.0 PERFORMANCE CRITERIA**

In order to be eligible for the full amount of the grant, the company must fulfill the following requirements:

- 1.1 The company shall undertake and operate in a timely manner the following project at the following location (the "Project"):  
  
A plant (the "Facility") at which the company will manufacture rough plumbing products located in or around 1024 Randolph Street in the City of Thomasville in Davidson County, North Carolina.
- 1.2 The company shall maintain its current operations at its facilities in North Carolina and a base level of retained jobs in North Carolina, in addition to any new jobs to be created as part of this CPA.
- 1.3 The company shall make good faith efforts to create and maintain the target new jobs as part of the project, as described in the company's application to DOC (the "Company Application"). The new jobs must be filled by employees hired for the project on or after the effective date, who work for at least thirty-five (35) hours per week, and whose wages are subject to withholding under Article 4A of Chapter 105 of the General Statute. Independent contractors, consultants, seasonal and temporary employees are not to be included as new jobs. In order to be eligible for the full grant, the company must create Eighty-Six (86) new jobs (the "Required New Jobs") 90% of the Target New Jobs, by February 2, 2025 (the "Grant End Date," which shall be three years from the date on which the grant was formally awarded) (the period between February 2, 2022, and February 2, 2025, the "Grant Period").  
  
The new jobs will be new jobs and cannot be existing North Carolina positions or employees of the company or the guarantor or any of their related members that are transferred or shifted such that a previously existing North Carolina job, or a North Carolina job that was not previously part of the project, is counted towards performance under this CPA.
- 1.4 The average weekly wage of the group of all permanent full-time jobs at the facility, including the new jobs, will equal or exceed Eight Hundred Thirteen Dollars (\$813) per week (the "Wage Standard").
- 1.5 The Company shall provide health insurance for all permanent full-time employees at the facility, including the new jobs, in at least the minimum amount required for eligibility in N.C. Gen. Stat. § 105-129.83(d).

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- 1.6 The company shall make good faith efforts to make the target investment in the form of privately funded investment in real property and/or machinery and equipment as part of the project and must invest at least Twelve Million Dollars (\$12,000,000) by the grant end date (the "Required Investment") (90% of the Target Investment).
- 1.7 The proceeds of the grant may be used only to offset statutorily qualifying expenses as set out in N.C. Gen. Stat. § 143B-437.71(b) ("Statutorily Qualifying Expenses"). Those expenses are installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings, or for new or proposed buildings to be used for manufacturing and industrial operations; or such other expenses as specifically provided for by an act of the General Assembly.
- 1.8 Release of any grant funds under this CPA is contingent on the company providing verification that the project has received all of its required environmental permits.

## 2.0 DISBURSEMENT OF GRANT

- 2.1 Proceeds of the grant up to a total amount of Two Hundred Thousand Dollars (\$200,000) will be disbursed by DOC to the local government in four installments based on creation and maintenance of the new jobs and satisfaction of other performance criteria set out in Section 1.0 above ("Performance Criteria"). The number of new jobs to be counted shall be determined as provided in Paragraph 6.1 hereof. At the time of any requested disbursement, the company must certify its performance by submitting a duly executed disbursement request and certification in the form of Exhibit A hereto (the "Company Disbursement Request"), and the local government must submit a duly executed disbursement request and certification in the form of Exhibit A to the LGGA (the "Local Government Disbursement Request"). Disbursement will occur on the following schedule and will be subject to any adjustments required by this CPA:
- a. The first twenty-five percent (25%) of the grant will be disbursed to the local government upon proof that the company has (i) maintained 100% of the retained jobs; (ii) created and retained not less than twenty-five percent (25%) of the target new jobs (i.e., 24 New Jobs); (iii) satisfied the wage standard and health insurance requirements; (iv) invested not less than twenty-five percent (25%) in statutorily qualifying expenses and (v) obtained all required environmental permits.
  - b. The second twenty-five percent (25%) of the grant will be disbursed to the local government upon proof that the company has (i) maintained 100% of the retained jobs; (ii) created and retained not less than fifty percent (50%) of the target new jobs (i.e., 48 New Jobs); (iii) satisfied the wage standard and health insurance requirements; and (iv) invested not less than fifty percent (50%) in statutorily qualifying expenses.
  - c. The third twenty-five percent (25%) of the grant will be disbursed to the local government upon proof that the company has (i) maintained 100% of the retained jobs; (ii) created and retained not less than seventy-five percent (75%) of the target new jobs (i.e., 72 New Jobs); (iii) satisfied the wage standard and health insurance requirements; and (iv) invested not less than seventy-five percent (75%) in statutorily qualifying expenses.
  - d. The final twenty-five percent (25%) of the grant will be disbursed to the local government upon proof that the company has (i) maintained 100% of the retained jobs; (ii) created and retained the required new jobs; (iii) satisfied the wage standard and health insurance requirements; and (iv) made the required investment in statutorily qualifying

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expenses.

The local government will submit or cause to be submitted to DOC each company disbursement request and local government disbursement request, upon proof of the creation of the required number of new jobs and the satisfaction of all other performance criteria necessary for disbursement. Following receipt of grant funds from DOC, the local government will disburse funds to the company.

Should it become necessary for a job created after the effective date to be counted by the company as a retained job for purposes of establishing the base level of jobs required to be maintained by this CPA, that job may not be double counted as a new job.

The company may qualify for disbursement of multiple installments on a single date.

2.2 DOC will close out the Grant on the first to occur of

- (i) The date as of which DOC shall have received and accepted proof reasonably satisfactory to it that the project has been completed and the performance criteria satisfied.
  - (ii) The Grant End Date.
- ("Closeout").

Following closeout, to the extent any grant proceeds may be due and upon submission of a duly completed company disbursement request and local government disbursement request, a final grant payment will be disbursed. A request for final payment, if not made previously, must be made to DOC within thirty (30) days following the grant end date, provided, however, that if the company has completed performance and become entitled to a final disbursement of funds under Paragraph 2.1d of this CPA, during any time earlier in the grant period, the company must submit a completed company disbursement request and local government disbursement request within one year from the date of completed performance (but in no event later than thirty (30) days following the grant end date) or forfeit the disbursement.

3.0 OBLIGATION TO REPAY GRANT

- 3.1 **Failure to Provide Health Insurance.** If, at any time during the grant period or during the period set forth in Section 5.0 hereof, the company fails to provide health insurance to all permanent full-time employees at the facility in the amount required for eligibility in N.C. Gen. Stat. § 105-129.83(d), the company will be in default of this CPA and the company and/or guarantor will reimburse DOC the total amount of the grant previously disbursed in accordance with this CPA.
- 3.2 **Ceasing Project Operations.** If at any time during the grant period, or during the period set forth in Section 5.0 hereof, the company substantially ceases operations at the facility, the company and/or guarantor shall immediately repay all grant funds previously disbursed in accordance with this CPA.
- 3.3 **Failure to Achieve Wage Standard.** If at any time during the grant period, or during the period set forth in Section 5.0 hereof, the average weekly wage of the group of all permanent full-time jobs at the facility fails to equal or exceed the wage standard, the company will be in default under this CPA, no further disbursement will be made, and the company and/or guarantor will reimburse DOC the total amount of the grant previously disbursed in accordance with this CPA.

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- 3.4 **Failure to Maintain Retained Jobs.** If at any time during the grant performance period, the company fails to retain at least 100% of the retained jobs, the company will be in default of this CPA and the company and/or guarantor will reimburse DOC the total amount of grant funds previously disbursed.
- 3.5 **Other Failures to Comply.** The company may be required to reimburse grant funds previously disbursed for failure to comply with Paragraphs 6.4 and 6.16 hereof, or as provided in Paragraphs 4.1 and 5.3 hereof.
- 3.6 **Recovery of Costs.** If the company and/or guarantor fail to reimburse any amount payable hereunder, on demand, the local government and DOC may recover the costs of collection to obtain recovery, from the company and/or guarantor, including reasonable attorneys' fees.

#### 4.0 **ADJUSTMENTS TO GRANT AT CLOSEOUT**

- 4.1 If closeout occurs on the grant end date and the company has failed to create and retain the required new jobs, has failed to make the required investment, or has failed to invest an amount equal to 100% of the grant in statutorily qualifying expenses, the amount of the grant shall be reduced to the smallest of the following amounts (the "Adjusted Grant"):
- a. The amount obtained by multiplying the grant by a fraction the denominator of which is the required new jobs and the numerator of which is the number of new jobs actually created and retained as of that date, as expressed in the following formula:  
  

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{New Jobs Actually Created and Retained}}{\text{Required New Jobs}}$$
  - b. The amount obtained by multiplying the grant by a fraction the denominator of which is the required investment and the numerator of which is the investment actually made as of that date, as expressed in the following formula:  
  

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{Investment Actually Made}}{\text{Required Investment}}$$
  - c. The amount the company has spent on Statutorily Qualifying Expenses
- 4.2 To the extent the amount of the adjusted grant is less than the amount that has been previously disbursed to the company, the company shall reimburse DOC for the difference between the adjusted grant and the amount previously disbursed.

#### 5.0 **OBLIGATIONS BEYOND CLOSEOUT**

- 5.1 If closeout occurs on or before the date that is exactly one year prior to the grant end date, the company will maintain at least ninety percent (90%) of the number of new jobs in place at closeout for two (2) years after the date of closeout.
- 5.2 If closeout occurs after the date that is exactly one year prior to the grant end date, the company will maintain at least ninety percent (90%) of the number of new jobs in place at closeout until the date that is the one-year anniversary following the grant end date.

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- 5.3 If the company fails to maintain at least ninety percent (90%) of the number of new jobs in place at closeout for the required time period following closeout, as specified in Paragraphs 5.1 and 5.2 hereof, the company will be in default of this CPA and shall reimburse to DOC the total amount of the grant funds previously disbursed in accordance with this CPA.

## 6.0 ADDITIONAL PROVISIONS

- 6.1 The company and guarantor shall provide to DOC and the local government all documentation deemed necessary by DOC or the local government to verify retained jobs, and creation and retention of new jobs, salary levels, health insurance, investments, statutorily qualifying expenses, environmental permits and other performance criteria specified in this CPA, including copies of the N.C. Department of Commerce Division of Employment Security Employer's Quarterly Tax and Wage Report ("NCUI 101"), a list of all positions used in accounting for the grant and the names of the individuals filling those positions. The threshold numbers of new jobs created for the company to be eligible for disbursements under Paragraph 2.1 hereof, shall be measured by adding the three figures that represent the average number of new jobs (calculated after deducting the retained jobs) that have been created during the grant period and have been retained during each of the three months of the quarter reported in the company's NCUI 101, and dividing that sum by three, or in such other manner determined by the DOC to reasonably reflect new job creation. The company shall not include in such count, any temporary, seasonal, contract, or part-time employees; employees that were hired prior to the effective date, or employees that were hired from affiliates of the company or guarantor in North Carolina, even if those employees are included in the NCUI 101s. The company and guarantor will certify how many of the employees listed on the NCUI 101s in each month qualify under the definition of retained jobs and new jobs. For verification of required investment, the company shall provide a fixed asset report and any other documentation requested by DOC. The company's compliance with the job creation and/or retention, investment, statutorily qualifying expense, environmental permit and other performance criteria set out in this CPA shall be attested to under oath by an officer of each of the company and the guarantor.
- 6.2 By not later than February 1 of each year during the grant period (and with respect to Paragraph 6.2A, through the later of February 1 following the date established pursuant to Paragraph 5 hereof or the date on which the local government provides the final funds that would bring the local matching contribution to the level provided by the grant), the company must submit the following to the DOC, in the form of Exhibit B hereto:
- A. a copy of the company's fourth calendar quarter performance (ending December 31) NCUI 101 for the previous calendar year, containing all information required by Exhibit B (N.C. Gen.Stat. §143B-437.07).
  - B. a statement indicating whether the company expects to have completed performance criteria sufficient to request a disbursement during the upcoming state fiscal year (July 1 through June 30). Failure to identify the expected performance over the coming fiscal year may result in ineligibility for a disbursement during that period or may limit the amount of disbursement available to the company during the upcoming fiscal year. (N.C. Gen. Stat. §143B-437.72(b)(6b)).
- 6.3 If unforeseen calamity, an Act of God, or financial disaster is the cause of the company's failure to satisfy or perform its obligations under this CPA, the company and the local government may request an extraordinary modification of this CPA from the Secretary of DOC (the "Secretary"). The parties agree that any decision to allow such modification shall be at the sole discretion of the

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Secretary, that such modifications are rarely, if ever, granted, and that the Secretary's decision regarding any extraordinary modification shall be final and not subject to review or appeal.

- 6.4 The company and guarantor shall keep and maintain books, records, and other documents relating to the receipt and disbursement of the grant and fulfillment of this CPA, including, but not limited to, records to verify employment, salaries, health insurance, investment amounts, statutorily qualifying expenses and environmental permits.

Subject to any applicable federal or North Carolina laws or regulations respecting employee privacy, the company and guarantor each agree that any duly authorized representative of the local government or the State of North Carolina, including the DOC, the Office of the North Carolina State Auditor, and the Office of State Budget and Management, shall, at all reasonable times and on reasonable notice, have access to and the right to inspect, copy, audit, and examine all of the relevant books, records, and other documents relating to the grant and the fulfillment of this CPA throughout the grant period and for a period of six years thereafter.

If the company or guarantor fail to keep and maintain books and records necessary for verifying fulfillment of this CPA, including, but not limited to, adequate records for the verification of employment, salaries, investment amounts, statutorily qualifying expenses and environmental permits, or if the company or guarantor fail to provide access and right of inspection sufficient to verify compliance with this CPA, the local government or the Secretary, as applicable, may in its or his discretion declare this CPA to be in default, withhold payments for or under this CPA or the LGGA, and/or require reimbursement of all or any portion of the grant previously paid.

The company and/or guarantor shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly.

- 6.5 To the extent any information or documents gathered by or provided to the local government or the DOC would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (including, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the "Public Records Act"), the company or guarantor, as applicable, shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by the local government and DOC and their authorized representatives.

The company and guarantor have read and understand North Carolina's laws regarding the treatment of public records and confidential information, including without limitation, those provisions set forth in Exhibit C.

The company and guarantor shall be responsible for any and all costs, expenses, fees, or losses that they or the local government or DOC or any other state entity may incur as a result of responding to or resisting any request, subpoena, legal complaint, court order, or other demand seeking to compel such party to release or disclose records, documents, or information pertaining to the company or guarantor, to the extent that the company or guarantor notified the state entity that it objects to such disclosure or release and the state defends against such release; and the company and guarantor shall indemnify the local government, DOC, and state entities and their authorized representatives for all costs associated therewith, provided that, no such indemnified party shall be obligated to take any such action.

- 6.6 Notwithstanding anything herein to the contrary, the parties acknowledge the due execution of the LGGA and agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and the LGGA shall be resolved in favor of the LGGA. The parties further agree that any

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conflict between the provisions, requirements, duties, or obligations of this CPA and any program documentation for this grant other than the LGGA shall be resolved in favor of this CPA.

- 6.7 The company and guarantor acknowledge that none of the North Carolina operations owned by the company or guarantor or any related entity or affiliate shall be curtailed as a result of the project.
- 6.8 The company and guarantor shall perform and abide by all commitments they made in the company application, except as otherwise expressly stated herein. The company and guarantor affirm their commitments made in the company application, and the commitments contained therein are incorporated herein by reference, as if set out in full. The parties agree that any conflict between the provisions of this CPA and any commitments made in the company application to DOC shall be resolved in favor of this CPA.
- 6.9 The company and guarantor indemnify and hold harmless the local government, DOC, and state entities, and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties arising out of or any act or omission of the company and/or guarantor in connection with the performance of this CPA, and for all losses arising from implementation of this CPA. Without limiting the generality of the foregoing, the company and guarantor release the indemnified parties from, and agree that such Indemnified Parties are not liable for, and agree to indemnify and hold harmless the indemnified parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with or on or about the facility, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the project or arising out of, pertaining to, or having any connection with, the project or the financing thereof (whether or not arising out of acts, omissions, or negligence of the company or guarantor or any of their agents, contractors, servants, employees, licensees, lessees, or assignees). Each indemnified party is an express, third-party beneficiary of the company's and guarantor's obligations under this paragraph.
- 6.10 The representations made by the company and guarantor in the company application to DOC or as part of the application process are incorporated herein by reference and deemed by the parties to be material to this CPA. The company and guarantor affirm these representations. The parties agree that any conflict between any representations contained in this CPA and those representations contained in the company application to DOC or made as part of the One North Carolina Fund application process shall be resolved in favor of this CPA.
- 6.11 The recitals are an integral part of this CPA.
- 6.12 If the company or guarantor has an overdue tax debt owing to the State of North Carolina, as defined in N.C. Gen. Stat. § 105-243.1, no payments will be made under this CPA or the LGGA until that tax debt has been satisfied. If an overdue tax debt goes unsatisfied by the company or guarantor for more than one year, this CPA may be declared in default and terminated at the direction of DOC.
- 6.13 The local government's obligation to make disbursements to the company under this CPA is contingent upon the local government's receipt under the LGGA of the necessary disbursements from DOC, which are, in turn, contingent on appropriation, allocation and availability of funds for the grant to DOC.
- 6.14 This CPA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The parties agree and submit, solely for

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matters concerning this CPA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this CPA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

- 6.15 The parties agree that the State of North Carolina Department of Commerce is a third-party beneficiary of this CPA and may, at its option, enforce the terms of this CPA or appear as a party in any litigation concerning it or the grant.
- 6.16 The company and guarantor shall comply with all applicable federal, state, and local laws and regulations. If the company or guarantor fail to comply with any law or regulation applicable to them, the Secretary may, in his sole discretion, terminate the grant and declare that no future grant disbursement shall be due and payable and/or require the company and/or guarantor to reimburse DOC all or part of any grant funds previously disbursed following the date of any such violation. The Secretary may determine, in his sole discretion, that where the company or guarantor is under investigation for an act involving violation of federal, state, local law or regulation, including an unresolved environmental violation, grant funds be withheld until such time as a determination of culpability or liability is made, and, if the company or guarantor is determined to be in violation, the grant may be terminated and the company and/or guarantor may be required to reimburse the DOC for all or part of any grant funds previously disbursed. If such investigation is not concluded within two (2) years of the grant end date, the DOC may terminate the grant.
- 6.17 Failure of the local government or DOC at any time to require performance of any term or provision of this CPA shall in no manner affect the rights of the local government or DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the local government or DOC of any condition or the breach of any term, provision or representation contained in this CPA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
- 6.18 The company is encouraged to utilize the services of North Carolina small businesses and minority, female, and disabled contractors, to offer positions in connection with the project to North Carolina residents, and to use the North Carolina state ports when reasonable and commercially practicable.
- 6.19 In addition to any rights and remedies provided to the local government and DOC by law, DOC has the right, without prior notice to company or guarantor, any such notice being expressly waived by company and guarantor to the extent permitted by applicable law, upon the occurrence of any event herein which would result in the company's obligation to repay some or all of grant monies disbursed hereunder (including without limitation Section 3, 4 and 5 hereof), to set-off and apply against any amounts due hereunder, any amount owing from DOC or the state to the company or guarantor.
- 6.20 This grant award shall terminate and be null and void on April 15, 2022, if by that date the company has not delivered back to the DOC, this CPA, duly executed by an authorized officer of each of the company and of the guarantor and attested in the manner provided below. This grant is also subject to the requirement that the local government deliver to the DOC, the LGGA and this CPA, duly executed by an authorized official of the local government, within sixty (60) calendar days following the date on which the DOC sends the

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**LGGA and CPA to the local government, together with a copy of the agreement with the company governing the local incentives to be provided for the project.**

**7.0 GUARANTY**

- 7.1 The guarantor represents and warrants, as of the date hereof, and as of the date of any disbursement of grant funds, that (a) both the company and guarantor are duly organized, validly existing and in good standing under the laws of the state of their registration, with power adequate for the carrying out their businesses; (b) the execution, delivery, and performance of this CPA are within the company's and the guarantor's power and authority and the company and guarantor have duly authorized, executed and delivered this CPA; (c) this CPA is signed by an authorized representative of each of the company and the guarantor, and is a legally valid and binding obligation of the company and the guarantor, enforceable against them in accordance with its terms, except as may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights; (d) it has taken or will take all actions reasonably necessary to carry out and give effect to the transactions contemplated by this CPA; (e) all written statements, representations, and warranties made by or on behalf of the company and the guarantor to the DOC, the state, and the local government in connection with the grant are true, accurate and complete in all material respects, to its best knowledge and belief, and the company is eligible for this grant; (f) the company and the guarantor are financially solvent and not subject of any bankruptcy proceedings; and have no interest, and shall not acquire any interest, direct or indirect, which would conflict with the performance of their obligations under this CPA; (g) the guarantor owns 100% of the membership interests/shares of the company and will derive substantial benefit from the transactions contemplated by the CPA; and (h) the making and performance of this guaranty will not violate any provision of or result in the acceleration of any obligation under any instrument or agreement, order, judgment or decree to which the guarantor is a party or by which it or any of its property is bound. There are no conditions precedent to the effectiveness of this guaranty that have not been satisfied or waived.
- 7.2 In order to induce the local government to enter this CPA, and the local government and DOC to enter the LGGA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the guarantor unconditionally and irrevocably guarantees, as primary obligor and not as surety, the full, prompt, and punctual performance by the company of all of the company's obligations, agreements and covenants under and with respect to this CPA. The guarantor unconditionally guarantees, the prompt payment (and not merely the collection) of all amounts that may now or in the future be owing to the DOC or the state, or the local government under this CPA and the LGGA, or any extension or renewal thereof however and whenever made, and shall be liable for any remedies or recoveries (including the cost of attorney fees incurred in enforcing this CPA and the LGGA) available to the DOC or the state, or the local government under or with respect to this CPA. The liability of the guarantor shall be primary, joint and several.
- 7.3 This guaranty shall operate as a continuing and absolute guaranty and shall remain in full force and effect without regard to, and shall not be affected or impaired by, any amendment of the CPA, any sale or transfer of all or any part of the guarantor's ownership interest in the company, any voluntary or involuntary liquidation, dissolution, merger, sale of assets, insolvency, reorganization, bankruptcy or filing for bankruptcy of the company or the guarantor or any subsidiary, any rescission of a payment made hereunder, or any extension of time or other forbearance, compromise, adjustment, modification or indulgence granted to the company by the DOC, the state, or the local government. The guaranty shall remain in full force and effect until termination of the CPA; provided, however, that the guarantor shall not be released from its obligation hereunder so long as there is any claim of DOC or the local government against the

*One NC Company Performance Agreement  
BrassCraft Manufacturing Company/City of Thomasville  
Company; Guarantor; Retained Jobs; New Jobs  
Form 2018*

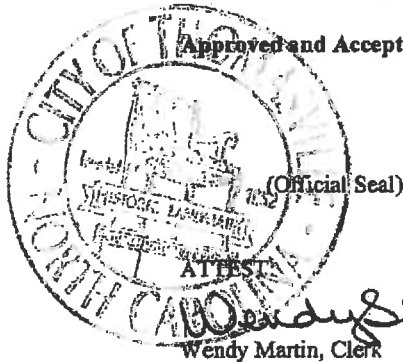


company, which claim arises out of, or related to, directly, or indirectly, this CPA, that is not settled or discharged in full.

- 7.4 The DOC and the local government may exercise their rights against the guarantor without first having to take action or exhaust remedies against the company. The guarantor expressly waives notice of non-performance, in any respect, by company of any of its duties and obligations. The guarantor unconditionally waives any defense available to it, including all suretyship defenses or defenses in the nature thereof; all requirements of notice, demand, presentment or protest in case of any default by the company, as well as rights of set-off, redemption, and counterclaim which may be alleged to exist in favor of the company.
- 7.5 This guaranty shall inure to the benefit of the DOC and the local government and their respective successor and assigns, and shall be binding on the guarantor, and its successors and assigns, and shall not be discharged or affected by the death of any party.

IN WITNESS WHEREOF, the company, the guarantor, and the local government have executed this Company Performance Agreement effective as of the day and year first written above. This CPA is intended to be under seal for purposes of any statute of limitations.

Approved and Accepted:



City of Thomasville  
(Local Government)

By: Raleigh York, Jr.  
Name: Raleigh York, Jr.  
Title: Mayor  
Authorized Official

Date: 04/18/2022

*Signature Pages Follow*

One NC Company Performance Agreement  
BrassCraft Manufacturing Company/City of Thomasville  
Company; Guarantor; Retained Jobs; New Jobs  
Form 2018

**BrassCraft Manufacturing Company  
(Company)**

(Corporate Seal)

By: Thomas A. Assante  
 Name: Thomas S. Assante  
 Title: President  
 Authorized Corporate Officer

Date: 4/11/2022

STATE OF MICHIGAN  
 COUNTY OF WAYNE

I, DENISE RAKOCZY, a Notary Public of said State and County, do hereby certify that Thomas Assante (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

DENISE E. RAKOCZY  
 Notary Public Signature  
DENISE E. RAKOCZY  
 Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 11 day of April, 2022

(Official Seal or Stamp)

My Commission expires on Oct 31, 2023

**DENISE E RAKOCZY**  
 Notary Public, State of Michigan  
 County Of Wayne  
 My Commission Expires 10-31-2023  
 Acting in the County of Wayne

*Signature Page Follows*

*One NC Company Performance Agreement  
 BrassCraft Manufacturing Company/City of Thomasville  
 Company; Guarantor; Retained Jobs; New Jobs  
 Form 2018*

**Masco Corporation  
(Guarantor)**

(Corporate Seal)

By: Kenneth Cole  
 Name: Kenneth Cole  
 Title: Vice President  
 Authorized Corporate Officer

Date: 4-7-22

STATE OF Michigan  
 COUNTY OF Wayne

I, Terry L. Przybylo, a Notary Public of said State and County, do hereby certify that Kenneth Cole (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

Terry L. Przybylo

Notary Public Signature

Terry L. Przybylo  
 Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 7<sup>th</sup> day of April, 2022

(Official Seal or Stamp)

My Commission expires on August 2, 2025

**TERRY L. PRZYBYLO  
 NOTARY PUBLIC, STATE OF MI  
 COUNTY OF WAYNE  
 MY COMMISSION EXPIRES Aug 2, 2025  
 ACTING IN COUNTY OF**

*One NC Company Performance Agreement  
 BrassCraft Manufacturing Company/City of Thomasville  
 Company; Guarantor; Retained Jobs; New Jobs  
 Form 2018*

**EXHIBIT A  
TO LOCAL GOVERNMENT GRANT AGREEMENT**

**LOCAL GOVERNMENT DISBURSEMENT REQUEST AND CERTIFICATION**

Project No. 2021-29368

**City of Thomasville** (the "Local Government") hereby requests a disbursement in the amount of \_\_\_\_\_ [spell out dollar amount] (\$) from the North Carolina Department of Commerce (the "DOC"), pursuant to that certain Company Performance Agreement between the Local Government, BrassCraft Manufacturing Company (the "Company"), and Masco Corporation (the "Guarantor"), dated as of February 2, 2022 (the "CPA"), and that certain Local Government Grant Agreement between the Local Government and the DOC, dated as of February 2, 2022 (the "LGGA," and, together with the CPA, the "Agreements"). All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreements.

The Local Government hereby certifies to the DOC that it:

- (i) has provided funds and/or resources for the Project pursuant to the Local Government application to the DOC and the terms of the LGGA, in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_);
- (ii) has provided such funds and/or resources in the following form: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;
- (iii) has attached true and correct copy of documents evidencing its expenditure of the amount specified in (ii) above for the purposes specified above;
- (iv) will submit proof of receipt, deposit, and proper disbursement of the disbursed DOC funds, to the DOC, within thirty (30) days;
- (v) it is in compliance with all of the terms and conditions of the LGGA, and affirms the representations, warranties, and covenants contained therein; and
- (vi) to its best knowledge and belief, the Company's Disbursement Request accompanying this certification is accurate, the Company is eligible to receive funds from the Grant in the amount specified herein, under the

terms of the CPA, and the Local Government is not aware of anything that would make the Company ineligible for these funds.

This certification shall be deemed to be made a part of the LGGA and is incorporated therein and governed by its terms and conditions. Upon execution of this certification, the Local Government accepts its terms, effective on the date indicated above, and further certifies that the official signing below has been duly authorized to execute this certification by the Local Government's governing body, and the agreements and certifications contained herein are legally valid and binding on the Local Government.

**City of Thomasville  
(Local Government)**

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

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

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

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

Authorized Official

(Official Seal)

ATTEST:

\_\_\_\_\_, Clerk

\_\_\_\_\_

**CITY OF THOMASVILLE**  
**Grant Project Ordinance**

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

**Section 1.** The project authorized is the Project M - Nucor Industrial Development Fund Utility Account Grant Project described in the work statement contained in the Grant Agreement between this unit and the North Carolina Department of Commerce and the budget contained herein.

**Section 2.** The officers of this unit are hereby directed to proceed with the Grant Project within the terms of the funding agreement, the rules and regulations of the N.C. Dept. of Commerce grant program and the budget contained herein.

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

065-8910-322-0503	State Grants – Industrial Development	\$ 825,000.00
065-8910-390-0109	Contribution – Nucor	\$ 316,250.00
<b>Total</b>		<b>\$1,141,250.00</b>

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

065-8910-524-7300	Construction Improvements	\$ 825,000.00
065-8910-522-4501	Contractual Services	\$ 316,250.00
<b>Total</b>		<b>\$1,141,250.00</b>

**Section 5.** The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreements and federal and state regulations.

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

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

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

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

ADOPTED this 16<sup>th</sup> day of May, 2022

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Mayor

ATTEST:

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City Clerk

## NORTH CAROLINA INDUSTRIAL DEVELOPMENT FUND UTILITY ACCOUNT

## PRE-APPLICATION FORM / RESERVATION OF FUNDS REQUEST

Project M

Project Name

Austin Rouse

Commerce (B&amp;I) developer working on the project

Amount Requested

\$825,000

☒ Grant  
☐ Loan

Date of Request (mm/dd/yy)

March 22, 2022

## Local Government Applicant

City of Thomasville

Address (street/PO box)

P.O. Box 368

Address (city, NC, zip)

Thomasville, NC 27360-368

Contact Person

Michael M. Brandt

Phone

336-475-5599

E-mail

michael.brandt@thomasville-nc.gov

County

Davidson

Tier Designation\*

2

Federal ID #

56-6001352

## Project Company

Nucor

SIC Code, or

NAICS Code

331110

Federal Tax ID #

Contact Person

Billy Moore

Phone

704-907-0832

E-mail

billymoore@mvalaw.com

## Company Background

Type of company/product

Iron and Steel Mills and Ferroalloy Manufacturing

Startup or existing company?

Existing

Years in business

117

Number of employees

To be disclosed

Does the company have other operations in NC?

Yes

If yes, where?

Mecklenburg and Herford Counties

## Project Description

Does the project involve relocation from another NC county?

No

If yes, from where? N/A

Does the project involve a new facility or expansion of an existing facility?

New facility

Will the project involve job creation?

Yes

If yes, how many?\*

44

105

149

\* Do not show cumulative totals

Average wage per year?

Year 1

\$75,000

Year 2

75,000

Provide a narrative describing the overall project, what Utility Account funds are to be used for, need and resulting benefits.

Project M is considering the City of Thomasville/Davidson County for a new manufacturing facility, to be located along US 64. The company would be investing \$310 million and would create 180 new jobs paying above the County's average wage. As part of the incentive agreement with Project M the City must extend sewer and water to the proposed site. The City of Thomasville is estimating the sewer extension to be \$2,100,000 and the water extension to be \$100,000. Rail, natural gas and road improvements. North Carolina Railroad has committed an investment up to \$750,000 for the rail service. The City of Lexington said they will run a new natural gas line to the site for \$4,600,000 but the company is in discussions of how to increase line size and other options on existing line to reduce that cost down to \$2,500,000 range. But for now the maximum amount for gas is \$4,600,000. DOT is committed up to \$1 million toward the road improvements.

## Source/Uses of Funds (list all sources in the first row)

	Utility Acct.	Applicant	Company	Golden Leaf	DOT	NCRR	Total
Water		\$100,000					\$100,000
Sewer	\$825,000	\$175,000		\$1,100,000			\$2,100,000
Gas			\$4,600,000				\$4,600,000
Road					\$1,000,000		\$1,000,000
Rail						\$750,000	\$750,000
Acquisition							
Construction/Rehab			\$310,000,000				\$310,000,000
Site Improvements							
Engineering							
Other							
<b>Total</b>	<b>\$825,000</b>	<b>\$275,000</b>	<b>\$314,600,000</b>	<b>\$1,100,000</b>	<b>\$1,000,000</b>	<b>\$750,000</b>	<b>\$318,550,000</b>

For Commerce Department Use ONLY

Finance Officer

Comments:



## PROJECT SOURCE AND USE FORM

<b>1 Local Government Applicant:</b> <u>City of Thomasville</u>	<b>2 Project Name:</b> <u>Project M</u>
<b>3 Project Business (if applicable)</b> <u>Nucor</u>	<b>4 Submitted with original application</b> <input checked="" type="radio"/> <b>Amended subsequent to award</b> <input type="radio"/>

**5 Sources of Project Funds:**

**A. Utility Account: Grant/Loan Amount Requested** \$ 825,000

**Other (Non-IDF) project resources:**

B. <u>City of Thomasville</u>	\$ <u>275,000</u>
C. <u>Nucor</u>	\$ <u>314,600,000</u>
D. <u>Golden Leaf</u>	\$ <u>1,100,000</u>
E. <u>DOT</u>	\$ <u>1,000,000</u>
F. <u>NCRR</u>	\$ <u>750,000</u>
G. _____	\$ _____

**Total Non-IDF: \$ 317,725,000**

**TOTAL PROJECT RESOURCES: \$ 318,550,000**

6 Use of Project Funds	A. IDF	B. City of Thomasville	C. Nucor	D. Golden Leaf	E. DOT	F. NCRR	G.
Water		100,000					
Sewer	825,000	175,000		1,100,000			
Gas			4,600,000				
Road					1,000,000		
Rail						750,000	
Acquisition							
Construction/Rehab			310,000,000				
Site Improvements							
Engineering							
Other							
<b>Total</b>	<b>825,000</b>	<b>275,000</b>	<b>314,600,000</b>	<b>1,100,000</b>	<b>1,000,000</b>	<b>750,000</b>	

**RESOLUTION FOR THE CITY OF THOMASVILLE'S  
APPLICATION FOR INDUSTRIAL DEVELOPMENT FUND UTILITY ACCOUNT  
GRANT FUNDING FOR  
PROJECT M**

**BE IT RESOLVED**, that a grant from the Department of Commerce through the City of Thomasville be made to assist Project M.

**BE IT FURTHER RESOLVED**, that the City of Thomasville will administer this grant in accordance with the rules and regulations of the Department of Commerce.


**BE IT FURTHER RESOLVED**, that the City will administer this grant through the City Manager's Office.

**BE IT FURTHER RESOLVED**, that the grant will be monitored quarterly to assure compliance with this proposal and the Department of Commerce regulations.


**BE IT FURTHER RESOLVED**, that the amount of the grant application will be \$825,000.

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



  
\_\_\_\_\_  
Raleigh York, Jr.  
Mayor

ATTEST:

  
\_\_\_\_\_  
Wendy S. Martin  
City Clerk

**CITY OF THOMASVILLE**  
**Grant Project Ordinance**

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

**Section 1.** The project authorized is the Project M - Nucor Public Sewer Extension Grant Project described in the work statement contained in the Grant Agreement between this unit and the Golden LEAF Foundation and the budget contained herein.

**Section 2.** The officers of this unit are hereby directed to proceed with the Grant Project within the terms of the funding agreement, the rules and regulations of the Golden LEAF Foundation and the budget contained herein.

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

061-7901-322-0509	State Grants/Miscellaneous State Grant	\$1,100,000.00
061-7901-390-0109	Contribution – Nucor	\$ 55,000.00
<b>Total</b>		<b>\$1,155,000.00</b>

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

061-7901-574-7300	Construction Improvements	\$1,100,000.00
061-7901-572-4501	Contractual Services	\$ 55,000.00
<b>Total</b>		<b>\$1,155,000.00</b>

**Section 5.** The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreements and federal and state regulations.

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

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

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

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

ADOPTED this 16<sup>th</sup> day of May, 2022

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Mayor

ATTEST:

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City Clerk

## NORTH CAROLINA INDUSTRIAL DEVELOPMENT FUND UTILITY ACCOUNT

## PRE-APPLICATION FORM / RESERVATION OF FUNDS REQUEST

<b>Project M</b> <i>Project Name</i>		<b>Austin Rouse</b> <i>Commerce (B&amp;I) developer working on the project</i>	
Amount Requested	<b>\$825,000</b>	<input checked="" type="checkbox"/> Grant <input type="checkbox"/> Loan	Date of Request (mm/dd/yy)
			<b>March 22, 2022</b>

<b>Local Government Applicant</b> City of Thomasville Address (street/PO box) P.O. Box 368 Address (city, NC, zip) Thomasville, NC 27360-368 Contact Person Michael M. Brandt Phone 336-475-5599 E-mail michael.brandt@thomasville-nc.gov County Davidson Tier Designation* 2 Federal ID # 56-6001352	<b>Project Company</b> Nucor SIC Code, or NAICS Code 331110 Federal Tax ID # Contact Person Billy Moore Phone 704-907-0832 E-mail billymoore@nucorlaw.com
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**Company Background**  
 Type of company/product Iron and Steel Mills and Ferroalloy Manufacturing  
 Startup or existing company? Existing  
 Does the company have other operations in NC? Yes  
 Years in business 117  
 If yes, where? Mecklenburg and Herford Counties  
 Number of employees To be disclosed

**Project Description**  
 Does the project involve relocation from another NC county? No  
 Does the project involve a new facility or expansion of an existing facility? New facility  
 Will the project involve job creation? Yes  
 If yes, how many? 44  
 \* Do not show cumulative totals  
 Average wage per year? \$75,000  
 Year 1 \$75,000 Year 2 75,000

Provide a narrative describing the overall project, what Utility Account funds are to be used for, need and resulting benefits.

Project M is considering the City of Thomasville/Davidson County for a new manufacturing facility, to be located along US 64. The company would be investing \$310 million and would create 180 new jobs paying above the County's average wage. As part of the incentive agreement with Project M the City must extend sewer and water to the proposed site. The City of Thomasville is estimating the sewer extension to be \$2,100,000 and the water extension to be \$100,000. Rail, natural gas and road improvements. North Carolina Railroad has committed an investment up to \$750,000 for the rail service. The City of Lexington said they will run a new natural gas line to the site for \$4,600,000 but the company is in discussions of how to increase line size and other options on existing line to reduce that cost down to \$2,500,000 range. But for now the maximum amount for gas is \$4,600,000. DOT is committed up to \$1 million toward the road improvements.

**Source/Uses of Funds (list all sources in the first row)**

	Utility Acct.	Applicant	Company	Golden Leaf	DOT	NCRR	Total
Water		\$100,000					\$100,000
Sewer	\$825,000	\$175,000		\$1,100,000			\$2,100,000
Gas			\$4,600,000				\$4,600,000
Road					\$1,000,000		\$1,000,000
Rail						\$750,000	\$750,000
Acquisition							
Construction/Rehab			\$310,000,000				\$310,000,000
Site Improvements							
Engineering							
Other							
<b>Total</b>	<b>\$825,000</b>	<b>\$275,000</b>	<b>\$314,600,000</b>	<b>\$1,100,000</b>	<b>\$1,000,000</b>	<b>\$750,000</b>	<b>\$318,550,000</b>

**For Committee Department Use ONLY**

Finance Officer	Comments:
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## PROJECT SOURCE AND USE FORM

<b>1 Local Government Applicant:</b> <u>City of Thomasville</u>	<b>2 Project Name:</b> <u>Project M</u>
<b>3 Project Business (if applicable)</b> <u>Nucor</u>	<b>4 Submitted with original application</b> <input checked="" type="radio"/> <b>Amended subsequent to award</b> <input type="radio"/>

<b>5 Sources of Project Funds:</b>	
<b>A. Utility Account: Grant/Loan Amount Requested</b>	\$ <u>825,000</u>
Other (Non-IDF) project resources:	
<b>B. City of Thomasville</b>	\$ <u>275,000</u>
<b>C. Nucor</b>	\$ <u>314,600,000</u>
<b>D. Golden Leaf</b>	\$ <u>1,100,000</u>
<b>E. DOT</b>	\$ <u>1,000,000</u>
<b>F. NCRR</b>	\$ <u>750,000</u>
<b>G.</b>	\$ _____
Total Non-IDF: \$ <u>317,725,000</u>	
TOTAL PROJECT RESOURCES: \$ <u>318,550,000</u>	

6 Use of Project Funds	A. IDF	B. City of Thomasville	C. Nucor	D. Golden Leaf	E. DOT	F. NCRR	G.
Water		100,000					
Sewer	825,000	175,000		1,100,000			
Gas			4,600,000				
Road					1,000,000		
Rail						750,000	
Acquisition							
Construction/Rehab			310,000,000				
Site Improvements							
Engineering							
Other							
<b>Total</b>	<b>825,000</b>	<b>275,000</b>	<b>314,600,000</b>	<b>1,100,000</b>	<b>1,000,000</b>	<b>750,000</b>	

**BOARD OF DIRECTORS**

April 11, 2022

DON FLOW  
CHAIR  
WINSTON-SALEM, NC

MURCHISON "BO" BIGGS  
LUMBERTON, NC

CHARLES BROWN  
ALBEMARLE, NC

S. LAWRENCE DAVENPORT  
GREENVILLE, NC

BARRY Z. DODSON  
STONEVILLE, NC

RANDY ISENHOWER  
NEWTON, NC

LAURENCE E. LILLEY, JR.  
WILLIAMSTON, NC

DARRYL MOSS  
CREEDMOOR, NC

BRIAN RAYNOR  
EASTOVER, NC

JOHNATHAN L. RHYNE, JR.  
LINCOLNTON, NC

BOBBIE RICHARDSON  
LOUISBURG, NC

DAVID ROSE  
NASHVILLE, NC

RALPH STRAYHORN  
CHARLOTTE, NC

TOM TAFT  
GREENVILLE, NC

JEROME VICK  
WILSON, NC

SCOTT T. HAMILTON  
PRESIDENT,  
CHIEF EXECUTIVE OFFICER

The Honorable Raleigh York, Jr.  
Mayor  
City of Thomasville  
[raleigh.york@thomasville-nc.gov](mailto:raleigh.york@thomasville-nc.gov)

Dear Mayor York:

I am pleased to inform you that the Board of Directors of the Golden LEAF Foundation has approved funding for your project, "Project M," in the amount of \$1,100,000. We trust that this support will further your work to the benefit of North Carolinians.

We require that grantees become acquainted with Golden LEAF's policies governing grants by attending a grant management workshop. This workshop will be held on **Wednesday, April 20, 2022, at 10:00am and will last about two hours.** We recommend those who will be directly responsible for the financial and programmatic reporting for this grant to attend. Typically, this is at least two people per organization. Please register for the workshop **Friday, April 15** to Wanda Barnes ([wbarnes@goldenleaf.org](mailto:wbarnes@goldenleaf.org)) with the **names, titles, and e-mail addresses** of those who will attend. By the end of day Monday, April 18, a Zoom link with additional instructions will be e-mailed to registered participants.

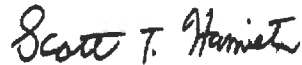
Attached is the Grantee Acknowledgement and Agreement for the project, which includes details regarding administration of the grant, including conditions that must be satisfied prior to release of funds, the payment process, and reporting requirements. Please read your agreement carefully and take note of any special conditions that apply to your award. You may return the signed document electronically with a scan of an original signature, or through the mail. Also, our controller, Erica Smith, will email a copy of the Grantee ACH Deposit Authorization form to you by secure email. Please complete the form and return it to Mrs. Smith's attention by replying to her secure email and attaching the completed form and supporting documents. Alternatively, you may fax the completed form to her at 252-442-7404 or mail it to her attention to Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804.

Mayor Raleigh York  
April 11, 2022  
Page 2

Please download and review the [Golden LEAF Brand and Publicity Guide](#) and reach out to our Communications and External Affairs Manager Jenny Tinklepaugh at [jtinklepaugh@goldenleaf.org](mailto:jtinklepaugh@goldenleaf.org) with any questions.

Please let me or Barbara Smith ([bbsmith@goldenleaf.org](mailto:bbsmith@goldenleaf.org)) know if you have any questions regarding your grant, its conditions, or reporting requirements. We stand ready to be of assistance to you at any time. Once again, on behalf of the Board, congratulations on receiving this funding.

Sincerely,



Scott T. Hamilton  
President, Chief Executive Officer

SH:dp

Enclosures: as stated

cc: Michael Brandt, City Manager  
[Michael.Brandt@thomasville-nc.gov](mailto:Michael.Brandt@thomasville-nc.gov)



**The Golden LEAF Foundation ("Golden LEAF")**

**GRANTEE ACKNOWLEDGMENT AND AGREEMENT**

1. Grantee: City of Thomasville
2. Project File Number & Title: FY2022-138 / Project M
3. Purpose of Grant: This award provides funding to the City of Thomasville to extend public sewer to serve Nucor. Nucor will locate a micro mill steel plant at an industrial site along US 64 in Tier 2, Davidson County. The project will create 180 jobs that pay, on average, \$99,660 in annual salaries, compared to the county average of \$45,117. Nucor's capital investment for the project is expected to be \$350 million. The total cost of public water and sewer extensions needed for the project is \$2.2 million. Golden LEAF funds will be used for the public sewer extension.
4. Amount of Grant: \$1,100,000.00
5. Award Date: 4/7/2022 Start Date: \_\_\_\_\_
6. Special Terms and Conditions Applicable to Grant:
  - a) The term of the grant is 12 months, commencing on the Award Date unless the Grantee proposes a later Start Date that is accepted by Golden LEAF. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
  - b) Golden LEAF funds are to be used for costs related to constructing publicly owned sewer infrastructure that will serve the site on which Nucor or its affiliates or subsidiaries (the "Company") will locate and will have the capacity to serve, or be extended to serve, other sites. The infrastructure must be public infrastructure.
  - c) Release of funds is contingent on the Grantee providing evidence that the Company has agreed to allow the Grantee and Golden LEAF to verify the Company's job creation and retention figures, wages, and benefits by reviewing NCUI-101 forms and/or through other means satisfactory to Golden LEAF.
  - d) Release of funds is contingent on the Grantee entering an incentive agreement with the State of North Carolina that includes the performance requirements that the Company must achieve to receive the incentives to be provided by the State for the project. The agreement must include appropriate consequences should the Company fail to satisfy its obligations. The President of Golden LEAF may approve minor variations from these requirements.
7. Standard conditions on the release of grant funds:
  - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grant management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
  - b) Release of funds is contingent on Grantee returning a fully executed original of this Grantee Acknowledgment and Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
  - c) Release of funds is contingent on Grantee submitting a project management plan ("PMP") that Golden LEAF has approved. The PMP must be submitted for approval within forty-five (45) days of the Award Date, unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the PMP must be submitted on Golden LEAF form(s). The PMP will include key activities that are

critical to successful implementation of the grant and outcomes that will be used to assess the success and effectiveness of the project.

- d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).
  - e) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
  - f) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
  - g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.
8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.
9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
10. Conflict of interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7)

child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, half-brother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of his or her financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflict of interest or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit.

11. **Procurement:** All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of \$1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of \$100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section.
12. **Project and budget modification:** The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing.
13. **Use of grant funds/rescission and termination of grants:** The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full

responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding or in this Agreement shall take precedence over any conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Grantee Acknowledgment and Agreement and the Grantee's application for funding, this Grantee Acknowledgment and Agreement will control.

14. The Grantee acknowledges receipt of the following policy regarding termination and rescission of grants, which is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

**Policy Regarding Rescission and Termination of Grants.** Rescission of a grant revokes the grant award. When funds have been disbursed to a Grantee by Golden LEAF and a grant is rescinded, the Grantee may be liable for repayment to Golden LEAF for an amount up to the total of grant funds received by the Grantee, in addition to any other remedy available to Golden LEAF. Termination of a grant ends the grant on a going-forward basis, and the Grantee is responsible for repayment to Golden LEAF of only that portion of the grant funds that has been disbursed but not expended by the Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time in the discretion of Golden LEAF for the Grantee's failure to comply with its obligations under this Agreement or if any of the Grantee's representations and warranties in this Agreement are or become untrue as to a material fact. Reasons for rescission or termination of a grant include but are not limited to the following:

- a. The Grantee has not signed and delivered to Golden LEAF the Grantee Acknowledgment and Agreement within forty-five (45) days of the Award Date set out in Section 5, above.
- b. The Grantee has failed to complete the project within the grant term established by this Agreement or any extensions thereof.
- c. The Grantee's tax-exempt status has been modified or revoked.
- d. The Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.
- e. The Grantee has experienced a change in circumstances that is likely to have a material adverse effect upon the Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).
- f. The Grantee has failed or refused to submit a report, statement, accounting or return required by this Agreement or applicable law.
- g. The Grantee has materially modified its budget for the project, and such material modification has not been approved by Golden LEAF.
- h. The Grantee commits a material violation of the Internal Revenue Code or uses grant funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.
- i. The Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement.
- j. The Grantee requests that the grant be rescinded or terminated.

It is anticipated that a grant will be rescinded in situations in which no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of more serious violations (including, without limitation, use of grant funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Grantee), and that termination of a grant will occur in the case of the less serious instances of non-compliance or where the circumstance giving rise to termination is not the result of misconduct of the Grantee.

If the Board of Directors of Golden LEAF determines that a grant should be rescinded or terminated, Golden LEAF will notify the Grantee of that decision. Golden LEAF may choose to notify the Grantee that the grant is subject to rescission or termination unless the Grantee remedies the noncompliance, and Golden LEAF may establish deadlines or other limitations on the Grantee's opportunity to remedy the noncompliance. If Golden LEAF allows the Grantee the opportunity to correct the noncompliance, no further grant funds shall be advanced until the noncompliance is remedied.

15. **Release of Funds:** Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be in writing using the approved Golden LEAF form and shall certify that the Grantee has performed in accordance with the terms and provisions of its Grantee Acknowledgment and Agreement, and that such Grantee is entitled under the terms of such Agreement to receive the amount so requested. Each request should be made to President, The Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.
16. **Reporting:** The Grantee agrees to submit a progress report to Golden LEAF biannually, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, [www.goldenleaf.org](http://www.goldenleaf.org). The Grantee will furnish additional or further reports if requested by Golden LEAF on forms prescribed by Golden LEAF.
17. **Records:** The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that

relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.

18. This Section 18 is applicable if the following blank is marked: \_\_\_\_\_ Staff Initials & date: \_\_\_\_\_

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to ensure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law

in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.

20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of a project funded by Golden LEAF.
21. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **"This project received support from The Golden LEAF Foundation."** The Golden LEAF logo is to be displayed in all of the Grantee's publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh ([jtinklepaugh@goldenleaf.org](mailto:jtinklepaugh@goldenleaf.org)) for digital versions of the logo.
22. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies his or her authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Person Signing (print): \_\_\_\_\_

Title of Person Signing (print): \_\_\_\_\_

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

CITY OF THOMASVILLE  
Grant Project Ordinance

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

Section 1. The project authorized is the American Rescue Plan Act (ARPA) – Coronavirus Local Fiscal Recovery Funds (CLFRF) Grant Project described in the work statement contained in the grant agreement between this unit and the U.S. Department of the Treasury.

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

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

060-0000-322-0605	Federal Grants/ARPA	\$7,381,468.00
061-0000-322-0605	Federal Grants/ARPA	\$1,111,500.00
Total		\$8,492,968.00

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

060-4210-511-0201	Salaries/Full-Time	\$ 449,114.00
060-4210-511-0204	Vaccine Incentive Payments	\$ 6,500.00
060-4210-511-0205	Vaccine Incentive Payments (Rev. Repl.)	\$ 31,000.00
060-4210-511-0206	Premium Pay	\$ 783,000.00
060-4210-511-0207	Premium Pay (Revenue Replacement)	\$ 43,900.00
060-4210-511-0401	Taxes/FICA	\$ 28,002.00
060-4210-511-0402	Taxes/Medicare	\$ 6,591.00
060-4210-511-0403	Taxes/FICA – Premium Pay	\$ 48,546.00
060-4210-511-0404	Taxes/FICA – Premium Pay (Rev. Repl.)	\$ 2,722.00
060-4210-511-0405	Taxes/Medicare – Premium Pay	\$ 11,354.00
060-4210-511-0406	Taxes/Medicare – Premium Pay (Rev. Rep.)	\$ 637.00
060-4210-511-0501	Group Health Insurance	\$ 65,518.00
060-4210-511-0502	Group Life Insurance	\$ 628.00
060-4210-511-0601	Retirement/N.C. Retirement	\$ 61,200.00
060-4210-511-0603	Retirement/N.C. Retirement – Premium Pay	\$ 88,428.00
060-4210-511-0604	N.C. Retirement – Premium Pay (Rev. Rep.)	\$ 5,059.00
060-4210-511-0605	Retirement/Deferred Comp. – Premium Pay	\$ 9,503.00
060-4210-511-0606	Retirement/Deferred Comp. – PP (RR)	\$ 330.00
060-4210-512-3300	Supplies (Unallocated Grant Amount)	\$5,689,127.00



060-6221-552-1503	Maintenance & Repairs - Equipment (RR)	\$ 50,309.00
	General Project Fund	\$7,381,468.00
061-7097-574-7400	Capital Outlay/Equipment	\$ 325,000.00
061-7098-572-4504	Contracted Services/Engineering	\$ 425,000.00
061-7098-572-4504	Contracted Services/Engineering	\$ 225,000.00
061-7098-574-7300	Capital Outlay/Other Improvements	\$ 130,000.00
061-7098-572-5800	Contingency	\$ 6,500.00
	Water/Sewer Project Fund	\$1,111,500.00
Total		\$8,492,968.00

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and federal and state regulations.

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

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

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

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

ADOPTED this 16th day of May, 2022.

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Raleigh York, Jr., Mayor

ATTEST:

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Wendy S. Martin, City Clerk

# City of Thomasville

## Budget Amendment

**To:** City Manager  
**From:** Finance Director  
**Date:** 4/28/2022  
**Re:** 2021-2022 Budget Amendment

A budget amendment is required to appropriate insurance proceeds from multiple police vehicle claims and wind damage to the Police training academy (General Fund) and a municipal equipment coverage refund for an excavator (Water/Sewer Enterprise Fund). The amendment also appropriates excess property tax revenue in the General Fund for necessary City Hall repairs, recognizes excess school supplement tax revenue, and increases the appropriation in the School Fund. In the Golf Course Fund, excess revenue is appropriated for course improvements and new netting at the driving range and part-time payroll costs.

### GENERAL FUND

#### INCREASE REVENUE

010-0000-383-0100	Insurance Proceeds	\$ 1,650.00
010-0000-383-0100	Insurance Proceeds	\$ 221.00
010-0000-383-0100	Insurance Proceeds	\$ 3,350.00
010-0000-383-0100	Insurance Proceeds	\$ 36,282.00
010-0000-383-0100	Insurance Proceeds	\$ 4,037.00
010-0000-302-0000	Current Year Property Tax	\$ 60,000.00
Total		\$105,540.00

INCREASE APPROPRIATION

010-5110-522-1501	Maintenance & Repairs/Buildings	\$ 1,650.00
010-5110-522-1504	Maintenance & Repairs/Vehicles	\$ 221.00
010-5110-522-1504	Maintenance & Repairs/Vehicles	\$ 3,350.00
010-5110-522-1504	Maintenance & Repairs/Vehicles	\$ 4,037.00
010-5110-524-7400	Capital Outlay/Equipment	\$ 36,282.00
010-5020-512-1501	Maintenance & Repairs/Buildings	\$ 60,000.00
Total		\$105,540.00

**WATER/SEWER ENTERPRISE FUND**INCREASE REVENUE

030-0000-383-0100	Insurance Proceeds	\$ 131.00
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INCREASE APPROPRIATION

030-7096-572-1503	Maintenance & Repairs/Equipment	\$ 131.00
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**SCHOOL FUND**INCREASE REVENUE

040-0000-302-0000	Current Year Property Tax	\$ 204,637.00
040-0000-303-0000	Penalties & Interest	\$ 14,000.00
Total		\$ 218,637.00

INCREASE APPROPRIATION

040-9010-512-9000	Contribution to Other – School Supplement	\$ 218,637.00
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**GOLF COURSE FUND**INCREASE REVENUE

031-0000-341-0401	Green Fees	\$ 30,000.00
031-0000-304-0400	Sales/Sponsorships	\$ 2,800.00
Total		\$ 32,800.00

INCREASE APPROPRIATION

031-6291-552-1502	Maintenance & Repairs/Grounds	\$ 23,000.00
031-6221-552-3300	Operations & Maintenance/Supplies	\$ 7,000.00
031-6221-551-0203	Salaries/Part-Time	\$ 2,800.00
Total		\$ 32,800.00

## Appendix A. CLASSES TO GRADES SCHEDULE

### CITY OF THOMASVILLE CLASSES TO GRADES SCHEDULE EFFECTIVE MAY 16, 2022

GRADE	Class Titles	Minimum Annual/Hourly	Maximum Annual/Hourly
12	Range/Cart Attendant Golf (Part-Time)	\$ 15,532.40	\$ 26,405.08
	Customer Service Golf (Part-Time)	\$ 7.4675	\$ 12.6948
13	Laborer I, Streets (Part-Time Summer)	\$ 20,352.80	\$ 34,599.76
		\$ 9.7850	\$ 16.6345
14			
15	Laborer I	\$ 24,899.21	\$ 42,328.63
	Office Support I	\$ 11.9708	\$ 20.3503
	Sanitation Collector		
16	Assistant Golf Professional I	\$ 26,706.78	\$ 45,401.52
	Customer Service Golf	\$ 12.8398	\$ 21.8277
	Greenskeeper I		
17	Greenskeeper II	\$ 27,451.37	\$ 46,667.30
	Laborer II	\$ 13.1978	\$ 22.4362
	Maintenance Mech/Cemetery		
18	Equipment Operator I	\$ 28,823.94	\$ 49,000.66
	Meter Reader	\$ 13.8577	\$ 23.5580
19	Collections Clerk	\$ 30,265.46	\$ 51,451.27
	Equipment Operator II	\$ 14.5507	\$ 24.7362
	Greenskeeper III		
	Laborer III		
	Meter Services Technician		
	Peak Time Collections Clerk		
	Records Clerk/Communications Officer I		
	Sanitation Equipment Operator		
20	Equipment Operator III	\$ 31,778.39	\$ 54,023.25
	Fleet Service Assistant	\$ 15.2781	\$ 25.9727
	Office Support II		
	Records Clerk/Communications Officer II		
	Sanitation Equipment Operator III		
	Signs & Signals Technician		
	Lead Operator Golf		
	Auto Mechanic I		
21	Billing Clerk	\$ 33,367.28	\$ 56,724.37
	Assistant Golf Professional II	\$ 16.0420	\$ 27.2713
	Golf Turf Mechanic		







	Lead Meter Reader		
	Records Clerk/Communications Officer III		
	W/S Maintenance Technician		
22	Accounting Clerk I	\$ 35,035.66	\$ 59,560.63
	Auto Mechanic II	\$ 16.8441	\$ 28.6349
	Crew Leader		
	Office Support III		
	Records Clerk/Communications Officer IV		
	Recreation Center Director I		
	W/S Chief Maintenance Mechanic		
	W/S Plant Operator I		
23	Animal Control Officer	\$ 36,787.45	\$ 62,538.06
	Assistant/Spray Technician (Golf)	\$ 17.6863	\$ 30.0667
	Lead Billing Clerk		
	Records/Communication Supervisor		
	W/S Plant Maintenance Supervisor		
	W/S Plant Operator II/C		
	W/S Plant Relief Operator		
24	Accounting Clerk II	\$ 38,626.82	\$ 65,665.63
	Auto Mechanic III	\$ 18.5706	\$ 31.5700
	Firefighter I		
	Human Resources Technician		
	Office Support IV		
	Police Officer Trainee		
	Recreation Specialist		
	Sanitation Supervisor		
	Signs & Signals Supervisor		
	Streets Supervisor		
	W/S Plant Operator/Lab Technician		
	W/S Plant Operator III/B		
25	Firefighter II	\$ 40,558.18	\$ 68,948.90
	Minimum Housing Inspector	\$ 19.4991	\$ 33.1485
	Police Officer I		
	W/S Plant Operator IV & A		
	P/T Fire Inspector III		
26	Code Inspector I	\$ 42,586.05	\$ 72,396.31
	Collections/Customer Service Supervisor	\$ 20.4741	\$ 34.8059
	Fire Equipment Operator I		
	Fire Specialist/Rescue		
	Lead Accounting Clerk		
	Police Officer II		
	Purchasing/Inventory Specialist		
	Recreation Program Director		
	Superintendent of Parks		
	W/S Lead Plant Operator		


27	ARPA Grant Analyst/Administrator	\$ 44,715.38	\$ 76,016.15
	Code Inspector II	\$ 21.4978	\$ 36.5462
	Engineering Technician		
	Fire Equipment Operator II		
	Garage Supervisor		
	Human Resources Analyst		
	Main Street Director		
	PC Support Specialist		
	Police Officer III		
	Rescue Equipment Operator		
28	Business License Inspector	\$ 46,951.15	\$ 79,816.94
	Code Inspector III	\$ 22.5727	\$ 38.3735
29	Accounting Operations Manager	\$ 50,284.67	\$ 85,483.95
	City Clerk	\$ 24.1753	\$ 41.0981
	Master Police Officer		
30	Fire Captain	\$ 51,763.64	\$ 87,998.17
	Police Sergeant	\$ 24.8864	\$ 42.3068
	Rescue Captain		
31	City Surveyor	\$ 54,351.84	\$ 92,398.12
	Golf Course Superintendent	\$ 26.1307	\$ 44.4222
	Head Golf Professional		
	Lab Supervisor		
	Maintenance Construction Superintendent		
	Master Sergeant		
	Planning/Zoning Administrator		
	Sanitation Superintendent		
	Street Superintendent		
	W/S Plant Superintendent		
32	Director of Emergency Management	\$ 58,210.79	\$ 98,958.48
	Division Chief/Fire Marshal	\$ 27.9860	\$ 47.5762
	Division Chief of Fire and Life Safety		
	Division Chief of Training		
	Fire Battalion Chief		
	Police Lieutenant		
	MIS Assistant Director		
33		\$ 61,121.34	\$ 103,906.30
		\$ 29.3853	\$ 49.9550
34		\$ 62,919.02	\$ 106,962.32
		\$ 30.2495	\$ 51.4242
35	Assistant Finance Director	\$ 66,064.97	\$ 112,310.43
	MIS Director	\$ 31.7620	\$ 53.9954
	Police Captain		

36	Police Major	\$ 69,368.24	\$ 117,926.00
	Public Works Director	\$ 33.3501	\$ 56.6952
	Assistant Fire Chief		
37	Finance Director	\$ 72,836.64	\$ 123,822.29
	Human Resources Director	\$ 35.0176	\$ 59.5299
	Police Chief		
	Recreation Director		
38	City Engineer	\$ 76,478.47	\$ 130,013.41
	Fire Chief	\$ 36.7685	\$ 62.5064
	Utilities Director		
39	Peak Time City Attorney	\$ 80,302.38	\$ 136,514.07
		\$ 38.6069	\$ 65.6318
40	Assistant City Manager	\$ 84,317.50	\$ 143,339.75
		\$ 40.5373	\$ 68.9133



## Section 5. Police Department Career Development Program Chart

Classification	Rank Insignia	Time in Lower Grade	Education	State Certification	Test/Process	Special Training
Major		2 years as Captain	Bachelor's degree	Advanced	Process	Twenty-four (24) hours mandated in-service training each year and 80 hours of Departmental sponsored training
Captain		2 years as Lieutenant	Bachelor's degree	Advanced	Process	Twenty-four (24) hours mandated in-service training each year and 80 hours of Departmental sponsored training
Lieutenant		3 years as Sergeant	Associate degree or equivalent	Advanced	Process	Twenty-four (24) hours mandated in-service training each year and 120 hours of Departmental sponsored training
Master Sergeant		6 years as Sergeant	Associate degree or equivalent	Advanced	Test	Twenty-four (24) hours mandated in-service training each year and 80 hours of Departmental sponsored training
Sergeant		2 years as Corporal or MPO II	Associate degree or equivalent	Intermediate	Process	Twenty-four (24) hours mandated in-service training each year and 80 hours of Departmental sponsored training
Corporal		1 year as MPO II	Associate degree or equivalent	Intermediate	Process	Twenty-four (24) hours mandated in-service training each year and 40 hours of Departmental sponsored training

<b>Master Police Officer II</b>		3 years as MPO II	BLET, High School	Intermediate	Test	Twenty-four (24) hours mandated in-service training each year and 120 hours of Departmental sponsored training
<b>Master Police Officer I</b>		3 years as PO II	BLET, High School	General	Test	Twenty-four (24) hours mandated in-service training each year and 120 hours of Departmental sponsored training
<b>Police Officer II</b>		3 years as PO I	BLET, High School	General	Test	Twenty-four (24) hours mandated in-service training each year and 120 hours of Departmental sponsored training
<b>Police Officer I</b>		6 months as PO	BLET, High School	General		Twenty-four (24) hours mandated in-service training each year and 120 hours of Departmental sponsored training
<b>Police Officer</b>		New Hire	BLET, High School	General		
<b>Police Officer Trainee</b>		BLET	High School			

#### Civilian Career Development Program

<b>CLASSIFICATION</b>	<b>TIME IN GRADE</b>	<b>EDUCATION</b>	<b>REQUIREMENTS</b>
Records/Communications Supervisor	Records Clerks III or higher	High School/GED	DCI Cert., Notary Public, Evidence Management & Supervisory Training, DCI Tact
Records Clerk/Communications Officer IV	3 years at Record Clerk/Communications Officer III	High School/GED	DCI Cert., Customer Service Instruction, Notary Public, Public Records Law Instruction

<b>Records Clerk/Communications Officer III</b>	<b>3 years at Records Clerk/Communications Officer II</b>	<b>High School/GED</b>	<b>DCI Cert., Customer Service Instruction, Notary Public, Records Law Instruction</b>
<b>Records Clerk/Communications Officer II</b>	<b>2 years at Records Clerk/Communications Officer I</b>	<b>High School/GED</b>	<b>DCI Cert., Customer Service Instruction, Basic Computer Skills.</b>
<b>Records Clerk/Communications Officer I</b>	<b>Probationary Entry Level</b>	<b>High School/GED</b>	<b>Completion of DCI Cert., Successfully Complete 6 Month Probationary Period</b>



# City of Thomasville

North Carolina

## Police Department

**Mark G. Kattner**

Chief of Police



Date: April 7, 2022

To: Michael Brandt  
Alisa Quick

From: Mark Kattner

Re: New career ladder positions for PD

Police Officer Trainee;

We would like to add the following position for the police department to Step 24 of the Assignment of Classes to grades. This position is for those employees that we have hired that are enrolled in BLET training at the local community college. The title for this position is Police Officer Trainee, Step 24 with a current starting salary of \$38,626.82

Record/Communication Supervisor;

Currently under step 23 of the Assignment of Classes to Grade is a position classification as Records Clerk/Communication Coordinator. We would like to change the title to read Records/Communication Supervisor; this position would remain under Step 23

Mark Kattner

*"Excellent In Community Oriented Policing"*

250 West Main St. • P.O. Box 1669 • Thomasville, N.C. 27361-1669  
Police Administration Phone (336) 475-4275 • Fax (336) 475-5209  
Communications Phone (336) 475-4260



## CITY OF THOMASVILLE JOB DESCRIPTION

**POSITION TITLE: POLICE OFFICER TRAINEE**

**DEPARTMENT: POLICE DEPARTMENT**

**SALARY: GRADE 24 \$38,626.82 - \$65,665.63**  
**(\$18.57-\$31.57 Per Hour)**

**FLSA CLASS: NON-EXEMPT HOURLY POSITION**

### DEPARTMENT OVERVIEW:

The police department has the responsibility of providing a diverse variety of services and police functions to the community. These services include protecting the rights and liberties of citizens, preventing and controlling crime, arresting offenders, aiding citizens in distress, resolving conflicts, and maintaining general order for the safety of all citizens. We believe that our primary mission is to serve our citizens by developing partnerships with the community in order to protect life and property, prevent crime, and resolve problems.

The Thomasville Police Department is structured in a way that makes Thomasville a safer place to visit, work, and live. The police department is currently comprised of 68 sworn officers and are supported by six civilian staff members that work in concert to achieve the department's mission. The [Department's organization](#) is divided into three major components under the Office of the Chief; the Field Operations Bureau; and Investigative/Support Services Bureau.

#### Police Academy

The primary objective of the Police Academy is to provide the knowledge and skills considered essential to successful performance of the patrol function within the Thomasville Police Department, and which can best be taught and learned in a classroom environment. This course sets the stage for further student development in the Field Training Program. This course of instruction is designed to familiarize the trainee with the fundamentals of modern police work. The curriculum is structured to include subjects of immediate and routine concern to police officers who will be assigned to the Patrol Bureau and perform the basic patrol function of the department.

The school term is composed of lectures, demonstrations, role-playing exercises, video and films, practical field exercises, class discussions, and scheduled examinations. The school consist of 720 hours covering 35 topics. The student must pass all topic areas to graduate. Upon completion, the student must pass the state exam to be certified by NC Training and Standards.

## DESCRIPTION OF DUTIES:

This position is accountable to perform the duties, responsibilities and expectations of a Police Trainee/Recruit assigned to a North Carolina certified police academy including but not limited to the following:

- Attends, participates and successfully completes a P.O.S.T. certified police training academy and passes all required classes, scenarios, physical training and other assigned duties and tasks.
- Performs rigorous physical training.
- Learns the use and care of firearms, chemical agents, and other weapons.
- Learns to drive a motor vehicle under normal and emergency conditions safely.
- Understands and carries out oral and written directions.
- Learns to establish and maintain effective working relationships with those contacted in the course of employment; learns principles and practices of effective interpersonal communication and good customer service.
- Learns to understand, interpret and apply criminal and civil laws, court decisions, regulations, policies and procedures with particular reference to the laws of arrest, use of force, custody, search and seizure, juvenile laws and procedures, property crimes, crimes against persons, crimes against children, sex crimes, domestic violence, missing persons, weapons violations, alcohol, and controlled substances.
- Demonstrates the ability to learn and implement police methods and procedures including patrol techniques, vehicle stops, response to crimes in progress, apprehension of suspects, defensive tactics, traffic enforcement, control and collision investigation, crowd control, and gang and terrorism awareness.
- Demonstrates the ability to learn and implement crime scene management, forensics, collection, preservation and presentation of evidence; identification techniques; interviewing and interrogation techniques.
- Demonstrates the ability to learn the community policing philosophy, crime prevention, victimology/crisis intervention, cultural diversity/discrimination, and people with disabilities.
- Maintains a moral, ethical, and legal standard commensurate with the Law Enforcement Code of Ethics; inspires public confidence through personal integrity, leadership, professional appearance and actions.
- Upon successful completion of academy instruction and graduation, the employee receives further training, as a sworn Police Officer in the Field Training Officer Program and is responsible for performing related duties as required.

## **RESPONSIBILITIES:**

### Authority

Under the direction of the Chief of Police, the Police Officer Recruit is a non-sworn civilian employee and attends a North Carolina certified police academy (BLET) to learn and perform the responsibilities of an entry-level Police Officer. Upon graduation from the academy and award of the Basic Certificate by NC Training and Standards, the Police Officer Recruit becomes a probationary Police Officer and performs work under general instructions, but with established policies and procedures.

### Rank

Police Officer Recruit shall be the ranks assigned to this classification but will not be denoted by any uniform insignia. This position will report to the Support Services Lieutenant and Sergeant while in BLET.

## **KNOWLEDGE, SKILLS AND ABILITIES:**

- Possess a high school diploma or G.E.D. equivalent certification.
- Be at least 20 ½ years of age upon acceptance to enroll in a North Carolina certified academy.
- Be a United States citizen or a resident alien who is eligible to work in the United States and has applied for citizenship at least one year prior to the date of application to this position.
- Not have any felony, domestic violence or misdemeanor assault convictions.
- Ability to legally possess a firearm in the State of North Carolina.
- Meet the written, physical, psychological background standards set by North Carolina Training and Standards.
- Complete and successfully pass all aspects of the designated North Carolina basic academy.
- Ability to maintain and establish effective working relationships with the general public and co-workers.
- Ability to communicate effectively and respectfully with members of the general public in formal, stressful and relaxed settings.
- Ability to follow oral and written instructions accurately and effectively.
- Ability to acquire knowledge of the policies, procedures and services of the department to which assigned.
- Ability to acquire knowledge of technical detail in relation to departmental policy interpretation.
- Performs other work related duties as assigned.

## **PHYSICAL REQUIREMENTS:**

Work requires the ability to see, hear, speak and the physical ability to move freely and frequently on foot as needed. Work requires dexterity in the hands and excellent hand-eye coordination for handling and operating firearms, and operation of standard Police equipment and technology. Visual acuity is necessary to read handwritten and typewritten materials and to operate a computer.

**DESIRABLE TRAINING AND EXPERIENCE:**

Any combination of education and experience equivalent to an associate degree in Criminal Justice or related field of study. Previous experience working in public safety a plus. Experience working with Microsoft Office Suite is a plus (Email, Excel, Word, PowerPoint and other business software). Bilingual English and Spanish speaking abilities are highly desirable.

**SPECIAL REQUIREMENTS:**

This position requires a valid Class C Department of Motor Vehicles driver's license.

**APPLICATION PROCESS:**

Applications can be obtained from and submitted to the Human Resources Department, located in City Hall at 10 Salem Street, Thomasville, NC, 27361. Candidates may also submit applications directly online via the Employment Opportunities page of the City of Thomasville's website at <https://www.thomasville-nc.gov>.

**SELECTION PROCESS:**

Police Trainees are appointed by the Chief of Police. Applications will be reviewed to select the best qualified candidates for further consideration. The selection process will include a structured interview. This position is open until filled.

**AN EQUAL EMPLOYMENT OPPORTUNITY:**

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 ability, national origin, veteran status or any other basis as applicable by 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 as appropriate according to statutory compliance requirements and organizational needs.





## CITY OF THOMASVILLE JOB DESCRIPTION

**POSITION TITLE: RECORDS/COMMUNICATION SUPERVISOR**

**DEPARTMENT: POLICE DEPARTMENT**

**SALARY: GRADE 24 \$ 36,787.45 - \$ 62,538.06**

**(\$17.68- \$30.06 Per Hour)**

**FLSA CLASS: NON-EXEMPT HOURLY POSITION**

### DEPARTMENT OVERVIEW:

The police department has the responsibility of providing a diverse variety of services and police functions to the community. These services include protecting the rights and liberties of citizens, preventing and controlling crime, arresting offenders, aiding citizens in distress, resolving conflicts, and maintaining general order for the safety of all citizens. We believe that our primary mission is to serve our citizens by developing partnerships with the community in order to protect life and property, prevent crime, and resolve problems.

The Thomasville Police Department is structured in a way that makes Thomasville a safer place to visit, work, and live. The police department is currently comprised of 68 sworn officers and are supported by six civilian staff members that work in concert to achieve the department's mission. The [Department's organization](#) is divided into three major components under the Office of the Chief; the Field Operations Bureau; and Investigative/Support Services Bureau.

### DESCRIPTION OF DUTIES:

The Records/Communication Supervisor provides supportive services to the Police Department, the City of Thomasville and the general public by researching, retaining and retrieving data. This position is accountable to perform their duties within legal authority. Responsibilities and expectations of a Police Records/Communication Supervisor include but are not limited to the following:

- Train, assign, direct, supervise, and evaluate assigned Records personnel.
- Plan and supervise the functions of assigned personnel.
- Review and approve the department electronic timecard of assigned personnel for completeness and accuracy; Approve leave requests in accordance with Departmental need.

- Ensures proper maintenance of data base of official criminal and other departmental records; enters and verifies data and maintains all records and files; extracts and summarizes data; prepares weekly, monthly or annual special reports as required; ensures that the appropriate police forms are completed in a timely fashion; reviews daily logs, warrants and reports of departmental staff for completeness and compliance regulations.
- Utilizes the Police Department's computer in matters of analysis and report preparation. Responsible for assuring submission and accuracy of information related to records management systems.
- Serve as the Terminal Agency Coordinator as the direct liaison between the SBI/DCI and the Department. Responsible for preparing and coordinating Departmental audits.
- Serve as FTO for new personnel; trains and tests Department personnel in the use and security of automated federal, state and local law enforcement information and telecommunications systems (i.e. RMS, e-Citation, NCAWARE, e-Citation and Mobile Field Reporting in relationship to Records.)
- Organize and supervise an efficient system for data entry of all records.
- Develop, coordinate, and implement appropriate departmental forms, review periodically for changes and maintain sufficient supply of all forms.
- Learn and apply new procedures as required by position.
- Conduct performance appraisals of assigned personnel.

## **RESPONSIBILITIES:**

### Authority

Subject to law, rules of the Department, and directions of the Chief of Police, appropriate commanding officers and supervisors, the Records Supervisor shall have immediate authority over assigned subordinates and over related matters to operations and discipline.

### Rank

The Records Supervisor is a civilian position and shall be classified in accordance with the Town's position classification plan. This position will report to the Police Services Manager.

## **KNOWLEDGE, SKILLS AND ABILITIES:**

- Possess a high school diploma or G.E.D. equivalent certification (required).
- Division of Criminal Information (DCI) Certification, Notary Public Certification, Evidence Management & Supervisory Training, DCI Tact within 6 months of hire.
- Possess 4-6 years of experience in a public safety office setting, administrative position, record keeping, telephone support, or customer service.
- Be a United States citizen or a resident alien who is eligible to work in the United States.
- Possess a valid Class C Department of Motor Vehicles driver's license.

- Ability to maintain and establish effective working relationships with the general public and co-workers.
- Ability to provide excellent customer service to the general public and co-workers.
- Ability to communicate effectively and respectfully with members of the general public and co-workers.
- Ability to follow oral and written instructions accurately and effectively.
- Ability to acquire knowledge of the policies, procedures and services of the department to which assigned.
- Ability to acquire knowledge of technical detail in relation to departmental policy interpretation.
- Performs other work related duties as assigned.

## **PHYSICAL REQUIREMENTS:**

The physical demand described here are representative of those that which must met by an employee to successfully perform the essential functions of this job. Reasonable accommodations are available to enable individuals with disabilities to perform the essential functions.

This position is primarily sedentary and located in an office environment. Work often requires the ability to see, hear, speak and the physical ability to move freely and frequently on foot as needed. While performing the duties of the job, the employee is frequently required to talk, be able to hear, sit for extended periods of time, use hands to finger, handle, feel or operate objects, or controls; and reach with hands and arms. The employee is often required to stand or walk.

Requires the ability to effectively communicate in person, via telephone, radio and or computer. Work requires dexterity in the hands and excellent hand-eye coordination for handling public and confidential records, and operation of standard office equipment and technology. Visual acuity is necessary to read handwritten and typewritten materials and to operate a computer.

The employee must occasionally lift and/or move up to 25 pounds.

## **DESIRABLE TRAINING AND EXPERIENCE:**

Any combination of education and experience equivalent to an associate degree in Criminal Justice or related field of study. Previous experience working in public safety environment a plus. Experience with DCI/NCIC administrative codes and policies. Experience with legal processes, documents and terminology. One to two years of previous experience as a supervisor is a plus.

Experience working with Microsoft Office Suite is a plus (Email, Excel, Word, PowerPoint and other business software). Bilingual English and Spanish speaking abilities are highly desirable.

## **SPECIAL REQUIREMENTS:**

This position requires a valid Class C Department of Motor Vehicles driver's license.

## **APPLICATION PROCESS:**

Applications can be obtained from and submitted to the Human Resources Department, located in City Hall at 10 Salem Street, Thomasville, NC, 27361. Candidates may also submit applications directly online

via the Employment Opportunities page of the City of Thomasville's website at <https://www.thomasville-nc.gov>.

**SELECTION PROCESS:**

Records/Communications Supervisors are appointed by the Chief of Police. Applications will be reviewed to select the best qualified candidates for further consideration. The selection process will include a structured interview. This position is open until filled.

**AN EQUAL EMPLOYMENT OPPORTUNITY:**

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 ability, national origin, veteran status or any other basis as applicable by 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 as appropriate according to statutory compliance requirements and organizational needs.

## **Main Street Director**

### **General Statement of Duties**

The Main Street program director coordinates activity within a downtown revitalization program that utilizes historic preservation as an integral foundation for downtown economic development.

### **Distinguishing Features of the Class**

The Director is responsible for the development, conduct, execution, and documentation of the Main Street program. The program director is the principal on-site staff person responsible for coordinating all program activities locally as well as for representing the community regionally, statewide, and nationally as appropriate. In addition, the program director should help guide the organization as it grows and as its objectives evolve. The program director is a City of Thomasville employee and will be principally accountable to the Assistant City Manager and serve as a liaison to the People Achieving Community Excellence (P.A.C.E) Board of Directors.

### **Duties and Responsibilities**

#### **Essential Duties and Tasks**

Coordinate activity of economic development activities, ensuring that communication between committees is well established; assist committees with implementation of work plan items.

Manage all administrative aspects of the Economic Development / Main Street program, including purchasing, record keeping, budget development and accounting, preparing all reports required by the state Main Street program and by the National Main Street Center, assisting with the preparation of reports to funding agencies and supervising part-time employees or consultants.

Develop, in conjunction with the Main Street program's board of directors, downtown economic development strategies based on historic preservation and utilize the community's human and economic resources. Become familiar with all persons and groups directly or indirectly involved in the downtown commercial district. Mindful of the roles of various downtown interest groups, assist the Main Street program's board of directors and committees in developing an annual action plan for implementing a downtown revitalization program. The plan should define a five-year vision for downtown, a mission for the organization charged bringing the plan to fruition, an implementation strategy, economic development strategies, goals and objectives, and actions and tasks for implementation focused on four areas:

- Design/Historic preservation
- Promotion
- Organization/Management
- Economic vitality/development

Develop and conduct ongoing public awareness and education programs designed to enhance appreciation of the downtown's architecture and other assets and to foster an understanding of

the Main Street program's goals and objectives. Use website, social media, speaking engagements, media interviews and personal appearances to keep the program in the public eye.

Assist individual tenants or property owners with physical improvement projects through personal consultation or by obtaining and supervising professional design consultants; assist in locating appropriate contractors and materials; when possible, participate in construction supervision; provide advice and guidance on necessary financial mechanisms for physical improvements.

Assess the management capacity of major downtown organizations and encourage improvements in the downtown community's ability to carry out joint activities such as promotional events, business recruitment, parking management and so on. Provide advice and information on successful downtown management. Encourage a cooperative climate between downtown interests and local public officials.

The Director will advise downtown merchant's organizations and/or chamber of commerce retail committees on Main Street program activities and goals. The Director will help coordinate joint promotional events, such as seasonal festivals or cooperative retail promotional events, in order to improve the quality and success of events and attract people downtown. The Director will work closely with local media to ensure maximum coverage of promotional activities; encourage design excellence in all aspects of the promotion in order to advance an image of quality for the downtown.

Help build strong and productive working relationships with appropriate public agencies at the local and state levels.

Utilizing the Main Street program format, develop and maintain data systems to track the process and progress of the local Main Street program. These systems should include economic monitoring, individual building files, thorough photographic documentation of all physical changes and information on job creation and business retention.

Represent the community to important constituencies at the local, regional, state, and national levels. Speak effectively on the program's directions and findings, always mindful of the need to improve state and national economic development policies as they relate to smaller communities.

### **Resource Management Responsibilities**

The program director supervises all necessary temporary or permanent employees, as well as professional consultants. The director participates in personnel and program evaluations. The program director maintains local Main Street program records and reports, establishes technical resource files and libraries, and prepares regular reports for the state Main Street program and the National Main Street Center. The program director monitors the annual program budget and maintains financial records.

### **Physical Requirements and Working Conditions**

The physical demand described here are representative of those that which must met by an employee to successfully perform the essential functions of this job. Reasonable accommodations are available to enable individuals with disabilities to perform the essential functions.

Work will be performed primarily in an office setting. Some outdoor work is required. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

While performing the duties of the job, the employee is frequently required to talk, be able to hear, sit for periods of time, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is often required to stand or walk.

The employee must occasionally lift and/or move up to 25 pounds.

### **Desirable Training and Experience**

Graduation from an accredited four-year college or university with a BS or BA degree preferred. Five -years' experience in community development, business, or downtown development. Any equivalent combination of education and experience, with additional education substituting on a year for year basis for the required experience.

The program director should have education and/or experience in one or more of the following areas of study:

- Architecture
- Historic preservation
- Economics
- Finance
- Public relations
- Design
- Journalism
- Planning
- Business administration
- Entrepreneurship
- Public administration
- Retailing
- Volunteer or non-profit administration/ and or small business development

### **Special Requirements**

- Excellent oral and written communication skills are essential.
- Dynamic self-starter.
- Marketing or advertising skills desired.
- Good organizational skills.
- Fundraising experience.
- Professional and/or academic economic development experience strongly desired.

- Historic preservation skills desired.
- Experience in administrative management.
- Strong Computer skills including word processing, database, and spreadsheet applications.
- Supervisory skills are desirable.

The program director must be sensitive to design and preservation issues. The director must understand the issues confronting downtown businesspeople, property owners, public agencies, and community organizations. The director must be entrepreneurial, energetic, imaginative, well organized, and capable of functioning effectively in an independent situation.



# **RULES AND PROCEDURES**



**THOMASVILLE CITY COUNCIL  
THOMASVILLE, NORTH CAROLINA**

and thus reduce friction among the members.

## **SECTION 9. Office of Mayor *Pro Tempore***

At the organizational meeting, the council shall determine the method of selecting a mayor *pro tempore* to serve at the council's pleasure. If the Council votes at the organizational meeting to rotate the Mayor *Pro Tem* position with all Council Members, it will be the responsibility of the Mayor to assign each month to a different Council Member on an equal basis. If changes to this list are needed at any time, the Mayor is authorized to make these changes.

A councilperson that serves as mayor *pro tempore* shall be entitled to vote on all matters and shall be considered a councilperson for all purposes, including the determination of whether a quorum is present. In the mayor's absence, the council may confer on the mayor *pro tempore* any of the mayor's powers and duties. If the mayor should become physically or mentally unable to perform the duties of his or her office, the council may by unanimous vote declare that he or she is incapacitated and confer any of his or her powers and duties on the mayor *pro tempore* to be elected by council by a majority vote. When the mayor declares that he or she is no longer incapacitated and a majority of the council concurs, he or she shall resume the exercise of his or her powers and duties. Comment: This is N.C.G.S. §160A-70, paraphrased.

It is expected that the mayor *pro tempore* will attend the monthly meetings of the County Commissioners, the Chamber of Commerce and the Thomasville City School Board. The mayor *pro tempore* is responsible for finding an alternate council member to attend these meetings if he or she is unable to attend them.

## **SECTION 10. Presiding Officer when the Mayor is in Active Debate**

**CITY OF THOMASVILLE, NORTH CAROLINA  
FRANCHISE TO OPERATE A TRANSPORTATION SERVICE**

**JANET BARCLAY DBA EXPRESS CAB**

**BE IT REMEMBERED** that the Thomasville City Council, at meetings duly convened on May 16, 2022 and June 20, 2022, authorized the renewal of the taxi franchise to Janet Barclay DBA Express Cab (hereinafter called GRANTEE) to operate a transportation service on the streets, alleys and public ways within the Thomasville City limits for transporting passengers and their baggage for hire. Effective date shall begin on the acceptance date by GRANTEE. Franchise expires July 1, 2023.

GRANTEE shall operate such service in accordance with and under the provisions of Chapter 86 of the Thomasville City Code, as amended, the City Charter and all City ordinances which pertain to the operations of Grantee's business and the laws of the State of North Carolina under this franchise.

The granting of this franchise shall in no way imply that said franchise is exclusive; and the City reserves the right at any time to grant additional franchises to qualified applicants if and when the City Council shall determine that the public convenience and necessity would best be served by such additional franchise or franchises.

Within ten days following the date hereof, the GRANTEE shall in writing hereon indicate his acceptance of this franchise and his agreement to the terms and provisions hereof, and agrees to operate said transportation service in compliance with the terms and conditions thereof.

This the 20<sup>th</sup> day of June, 2022.

---

Raleigh York, Jr., Mayor

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Wendy S. Martin, City Clerk

**GRANTEE'S ACCEPTANCE**

**Janet Barclay DBA Express Cab hereby accepts the foregoing franchise and agrees to operate its transportation service in accordance with the terms and provisions of said franchise, including the provisions of Chapter 86 of the Thomasville City Code, the Thomasville City Charter, all other City Ordinances pertaining to Grantee's business and the Laws of the State of North Carolina.**

**This the \_\_\_\_\_ day of June, 2022.**

**Janet Barclay DBA Express Cab**

\_\_\_\_\_**(SEAL)**  
**Janet Barclay, Owner**

2022-23  
CITY OF THOMASVILLE

101  
Date Received 4/4/22  
By Wendy Martin

Application for Franchise to Operate a Transportation Service

Return to: Office of the City Manager, P.O. Box 368, 10 Salem Street, Thomasville, NC 27360

Type Transportation Service: See Transportation Services defined on reverse side of this application. Check appropriate box

☐ Contract Vehicle ☐ Limousine Service ☒ Taxicab Service ☐ Transportation Service

Name and Address of Individual or Company Seeking a Franchise:

Express Cab - Thomasville  
Name  
14 West Main Street, Suite 210  
Street Address  
Thomasville, NC 27360  
City/State  
336-472-5553  
Phone No.

If a Partnership/Corporation, List All Persons with Ownership Rights:

Janet Barclay	5334 Jennifer Ct.	Archdale NC	336-688-2054
Name	Street Address	City State	Phone No.
Name	Street Address	City State	Phone No.
Name	Street Address	City State	Phone No.

Will operation be based within the City of Thomasville? ☒ Yes ☐ No  
If no, please explain:

List Applicant(s) Experience in Transportation Services:

Name	Janet Barclay	Experience	Management - 4 years
Name		Experience	
Name		Experience	
Name		Experience	

Number of Units Expected to be based in Thomasville 2

Hours of Operation 6 a.m. to 4 p.m. Days of Operation 6

Comments:

Janet Barclay  
Signature of Applicant

Signature of Applicant

# Memo

**To:** Michael Brandt, Wendy Martin, and Public Safety Committee

**From:** Lieutenant John W. Elgin, Thomasville Police Department

**Date:** March 30, 2022

**Re:** Yearly Taxi Business Inspection for 2021

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The taxi business operating as Express Cab in Thomasville has been inspected by the Thomasville Police Department and meets the requirements to operate within the City of Thomasville. Express Cab currently has two vehicles operating as taxis. All employed drivers of the business possess a valid N.C. driver's license and a valid City of Thomasville Taxi permit. The vehicles have passed the safety inspection and are currently insured, with valid registration and N.C. inspection. The business information and vehicles are as listed:

**COMPANY NAME:** Express Cab  
**ADDRESS:** 14 West Main Street, Suite 210  
Thomasville N.C. 27360

**TELEPHONE:** (336) 472-5553

**OWNER / CONTACT:** Janet Boyd Barclay

(1)	<b>VEHICLE: 1</b>	<b>V.I.N.: 2D4GP44L77R244267</b>	<b>REGISTRATION: TB-6072</b>
	<b>MAKE: Dodge</b>	<b>MODEL: Grand Caravan</b>	<b>YEAR: 2007      COLOR: Silver</b>
(2)	<b>VEHICLE: 2</b>	<b>V.I.N.: 2D4GP24R35R203222</b>	<b>REGISTRATION: TB-8996</b>
	<b>MAKE: Dodge</b>	<b>MODEL: Grand Caravan</b>	<b>YEAR: 2004      COLOR: Blue</b>

**Insurance information:**

Government Employees Insurance Company, Policy Number: 4520-43-48-71  
One GEICO Boulevard, Fredericksburg, VA 22412-0003  
1-800-841-3000

**Date of Inspection:** March 30, 2022

**Lieutenant John W. Elgin**  
**Training/Logistics/Personnel**



**POLICE**  
**Thomasville, NC**

**Passenger Vehicle for Hire Inspection**

**DATE:** 03/30/2022

**COMPANY NAME:** Express Cab

**ADDRESS:** 14 West Main Street, Suite 210. Thomasville N.C. 27360

**TELEPHONE:** (336) 472-5553

**OWNER / CONTACT:** Janet Boyd Barclay

**VEHICLE: 1**

**V.I.N.:** 2D4GP44L77R244267

**REGISTRATION:** TB-6072

**MAKE:** Dodge

**MODEL:** Grand Caravan

**YEAR:** 2007

**COLOR:** Silver

**Rates posted:**

**Yes**

**LIGHTS:**

**Yes**

**WIPERS:** Yes

**HORN:** Yes

**TIRES:** Yes

**Cleanliness:**

**Y**

**REMARKS:**

**OFFICER:** Lt. J.W. Elgin



**POLICE**  
*Thomasville, NC*

**Passenger Vehicle for Hire Inspection**

**DATE:** 03/30/2022

**COMPANY NAME:** Express Cab

**ADDRESS:** 14 West Main Street, Suite 210. Thomasville N.C. 27360

**TELEPHONE:** (336) 472-5553

**OWNER / CONTACT:** Janet Boyd Barclay

**VEHICLE:** 2

**V.I.N.:** 2D4GP24R35R203222

**REGISTRATION:** TB-8996

**MAKE:** Dodge

**MODEL:** Grand Caravan

**YEAR:** 2005

**COLOR:** Blue

**Rates posted:** Yes

**LIGHTS:** Yes

**WIPERS:** Yes

**HORN:** Yes

**TIRES:** Yes

**Cleanliness:** Y

**REMARKS:**

**OFFICER:** Lt. J.W. Elgin





Tel: 1-800-841-3000

Government Employees Insurance Company  
One GEICO Boulevard  
Fredericksburg, VA 22412-0003

## Declarations Page

This is a description of your coverage.  
Please retain for your records.

**Policy Number: 4520-43-48-71**

**Coverage Period:**

11-29-21 through 05-29-22

12:01 a.m. local time at the address of the named insured.

Date Issued: October 16, 2021

Item 1:

JOHN A BARCLAY AND JANET B  
BARCLAY  
14 W MAIN ST STE 210  
THOMASVILLE NC 27360-3970

Email Address: expresscabtville@gmail.com

### Named Insured

John Archibald Barclay IV  
Janet Boyd Barclay

### Additional Drivers

None

<u>Vehicles</u>	<u>VIN</u>	<u>Vehicle Location</u>	<u>Finance Company/ Lienholder</u>
1 2005 Dodge Gr Cara SE	2D4GP24R35R203222	THOMASVILLE NC 27360-3970	
2 2007 Dodge Grcarsxtse	2D4GP44L17R244426	THOMASVILLE NC 27360-3970	

<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 1</u>	<u>Vehicle 2</u>
Bodily Injury Liability Each Person/Each Occurrence	\$100,000/\$300,000	\$1,859.16	\$1,859.00
Property Damage Liability	\$50,000	\$944.00	\$944.00
Uninsured & Underinsured Motorists Each Person/Each Occurrence	\$100,000/\$300,000	\$13.50	\$13.50
Property Damage	\$50,000	\$0.50	\$0.50
<b>Six Month Premium Per Vehicle</b>		<b>\$2,817.16</b>	<b>\$2,817.00</b>
<b>Total Six Month Premium</b>			<b>\$5,634.16</b>

\*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

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DEC\_PAGE (03-14) (Page 1 of 2)

Continued on Back  
Renewal Page 9 of 22

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**Important Information**

Here are your Policy Identification Cards. Two cards have been provided for each vehicle insured. Please destroy your old cards when the new cards become effective.

Due to space limitations on the ID card, only the Named Insured and the Co-insured are listed. For a full list of drivers covered under this policy, please reference the Drivers section of your Declarations Page (page 9).

Please notify us promptly of any change in your address to be sure you receive all important policy documents. Prompt notification will enable us to service you better.

Your policy is recorded under the name and policy number shown on the card.

If you would like additional ID cards, you can go online to [geico.com](http://geico.com) or call us at 1-800-841-3000.

**GEICO** Identification Card 1-800-841-3000  
geico.com

GOVERNMENT EMPLOYEES INSURANCE COMPANY  
One GEICO Boulevard • Fredericksburg, VA 22412-0003

<b>Policy Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>
4520-43-48-71	11-29-21	05-29-22
<b>Year</b>	<b>Make</b>	<b>Model</b>
2005	DODGE	GR CARA SE
		<b>Vehicle ID No.</b>
		2D4GP24R35R203222

**Insured:**  
John Archibald Barclay IV  
Janet Boyd Barclay

**GEICO** North Carolina Insurance Identification Card 1-800-841-3000  
geico.com

GOVERNMENT EMPLOYEES INSURANCE COMPANY  
One GEICO Boulevard • Fredericksburg, VA 22412-0003

<b>Policy Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>
4520-43-48-71	11-29-21	05-29-22
<b>Year</b>	<b>Make</b>	<b>Model</b>
2005	DODGE	GR CARA SE
		<b>Vehicle ID No.</b>
		2D4GP24R35R203222

**Insured:**  
John Archibald Barclay IV  
Janet Boyd Barclay

JOHN A BARCLAY AND JANET B  
BARCLAY  
14 W MAIN ST STE 210  
THOMASVILLE NC 27360-3970



78274/0021 00000000 00000000 00000000 00000000 00000000 00000000 00000000 00000000 00000000

**GEICO** North Carolina Insurance Identification Card 1-800-841-3000  
geico.com

GOVERNMENT EMPLOYEES INSURANCE COMPANY  
One GEICO Boulevard • Fredericksburg, VA 22412-0003

<b>Policy Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>
4520-43-48-71	11-29-21	05-29-22
<b>Year</b>	<b>Make</b>	<b>Model</b>
2007	DODGE	GRCAR8XT8E
		<b>Vehicle ID No.</b>
		2D4GP44L17R24442X

**Insured:**  
John Archibald Barclay IV  
Janet Boyd Barclay

**GEICO** North Carolina Insurance Identification Card 1-800-841-3000  
geico.com

GOVERNMENT EMPLOYEES INSURANCE COMPANY  
One GEICO Boulevard • Fredericksburg, VA 22412-0003

<b>Policy Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>
4520-43-48-71	11-29-21	05-29-22
<b>Year</b>	<b>Make</b>	<b>Model</b>
2007	DODGE	GRCAR8XT8E
		<b>Vehicle ID No.</b>
		2D4GP44L17R24442X

**Insured:**  
John Archibald Barclay IV  
Janet Boyd Barclay

\*400021452043487132012012680\*

