

CITY OF THOMASVILLE COUNCIL BRIEFING AGENDA

Monday, September 12, 2022 – 6:00 P.M.

7003 Ball Park Road, Thomasville, NC 27360

Mayor Raleigh York, Jr. ~ Mayor *Pro Tem* Ron Bratton

1. Call to Order
2. Additions and Deletions to the Agenda
3. Recognitions and Presentations – on September 19, 2022
 - Proclamation Designating September as Hispanic Heritage Month
(presented to Atalia Cardenas, Latino Association of Davidson Co.)
 - Proclamation Designating September 17-23 as Constitution Week
4. Public Forum – on September 19, 2022 – Please sign up in person to speak for two minutes on any topic. *The two-minute time limit will be enforced.*
5. Public Hearing – re: Application for CDBG Funding to Rehabilitate 11 Pine Street
6. Consent Agenda – for action on September 19, 2022
 - A. Approval of Minutes - Briefing Meeting on 08/08/22
 - B. Approval of Minutes - Council Meeting on 08/15/22
7. Regular Agenda for action on September 19, 2022
 - A. Consideration of Consideration of ARPA Grant Project Ordinance
 - B. Consideration of ARPA Budget Amendment
 - C. Consideration of Capital Project Ordinance – Hank's Branch Phase II Sewer Rehabilitation
 - D. Consideration of Budget Amendment – Appropriation of Reserve Funding for Street Paving Projects
 - E. Consideration of Award of Contract to Thompson Arthur Paving and Construction for Street Paving
 - F. Consideration of Audio Visual Award of Contract – Lee Hartman and Sons, Inc.
 - G. Consideration of Award of Bid to Hanes Construction for Parking Lot Paving
 - H. Consideration of Award of Contract to Central Square
 - I. Consideration of Modifications to Section 6 of Council Policy re: Removal of Items
 - J. Consideration of Ordinance Amendment to add new streets to the following Traffic Codes:
 - i. Chapter 78-468, Schedule 8: Stop Intersections;
 - ii. Chapter 78-470, Schedule 10: Parking Prohibited at All Times; and
 - iii. Chapter 78-490, Schedule 30: Twenty-Five miles Per Hour Speed Zones.
 - K. Consideration of Light up the Holidays Road Closure Ordinance
 - L. Consideration of Thomasville Christmas Parade Route Road Closure Ordinance
 - M. Consideration of Resolution – Sewer Asset Inventory and Assessment
 - N. Consideration of Contract to Purchase 305 East Main Street
8. Committee Reports and Appointments, Mayor's Report and Appointments, City Manager's Report, City Attorney's Report – on September 19, 2022
9. Additional Items
10. Adjournment

CITY OF THOMASVILLE

PROCLAMATION

WHEREAS, National Hispanic Month is celebrated annually from September 15 through October 15, in honor of over 500 years of Hispanic cultural contributions. The observation began in 1968 as Hispanic Heritage Week under President Lyndon Johnson and was expanded by President Ronald Reagan in 1988; and

WHEREAS, September 15 is significant because of its anniversary of independence for Latin American countries Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. Subsequently, Mexico, Chile, and Belize celebrate their independence days on September 16, 18 and 21, respectively; and

WHEREAS, the City of Thomasville looks forward to celebrating National Hispanic Month to highlight the rich heritage, vibrant traditions, histories, food, and music of people whose ancestry can be traced to the Caribbean Islands, Central America, Mexico, South America, and Spain; and

WHEREAS, the City of Thomasville recognizes the contributions of city employees, Communities in Schools, The Latino Association of Davidson County, and various grassroots leaders who help increase cultural awareness, education, enrichment, and community engagement with our residents. It is through their support and community involvement that our city has continued to become a more culturally diverse and welcoming city for everyone; and

WHEREAS, the City of Thomasville recognizes and understands that Hispanics/Latinos are extremely entrepreneurial and play a vital role in our economy and workforce, and the City is committed to recognizing Hispanic/Latino culture and heritage as an important part of the community; and

WHEREAS, this year's national theme for 2022, "Unidos: Inclusivity for a Stronger Nation" represents a celebration of the history and heritage of Hispanic/Latino Americans.


NOW, THEREFORE, BE IT PROCLAIMED, I, Raleigh York Jr., Mayor of the City of Thomasville, do hereby proclaim Thursday, September 15 through Saturday, October 15, 2022, as

HISPANIC HERITAGE MONTH

in the City of Thomasville and urge the observation of this month by increasing awareness of the valuable ways Hispanics/Latinos have contributed to Thomasville's prosperity.

This the 19th day of September 2022.




Raleigh York Jr., Mayor

CIUDAD DE THOMASVILLE

PROCLAMACIÓN



CONSIDERANDO, que el Mes Nacional de la Hispanidad se celebra anualmente del 15 de septiembre al 15 de octubre, en honor a más de 500 años de contribuciones culturales hispanas. La observación comenzó en 1968 como la Semana de la Herencia Hispana bajo el presidente Lyndon Johnson y fue ampliada por el presidente Ronald Reagan en 1988; y

CONSIDERANDO, que el 15 de septiembre es significativo por el aniversario de la independencia de los países latinoamericanos Costa Rica, El Salvador, Guatemala, Honduras y Nicaragua. Posteriormente, México, Chile y Belice celebran sus días de independencia el 16, 18 y 21 de septiembre, respectivamente; y

CONSIDERANDO, que la ciudad de Thomasville espera celebrar el Mes Nacional de la Hispanidad para destacar la rica herencia, las vibrantes tradiciones, las historias, la comida y la música de las personas cuya ascendencia se remonta a las islas del Caribe, América Central, México, América del Sur y España; y

CONSIDERANDO, que la ciudad de Thomasville reconoce las contribuciones de los empleados de la ciudad, Comunidades en las Escuelas, La Asociación Latina del Condado de Davidson, y varios líderes comunitarios que ayudan a aumentar la conciencia cultural, la educación, el enriquecimiento y el compromiso de la comunidad con nuestros residentes. Es a través de su apoyo y participación en la comunidad que nuestra ciudad ha continuado convirtiéndose en una ciudad culturalmente más diversa y acogedora para todos; y

CONSIDERANDO, que la ciudad de Thomasville reconoce y entiende que los hispanos son extremadamente emprendedores y juegan un papel vital en nuestra economía y fuerza de trabajo, y la ciudad está comprometida a reconocer la cultura y herencia hispana/latina como una parte importante de la comunidad; y


CONSIDERANDO, que el tema nacional de este año 2022, "Unidos: Inclusividad para una nación más fuerte" representa una celebración de la historia y la herencia de los hispano-latinos.

AHORA, POR LO TANTO, SE PROCLAMA, yo, Raleigh York Jr., Alcalde de la Ciudad de Thomasville, por la presente proclamo el jueves 15 de septiembre hasta el sábado 15 de octubre de 2022, como

MES DE LA HERENCIA HISPANA

en la Ciudad de Thomasville e insto a la observación de este mes aumentando la conciencia de las valiosas formas en que los hispanos/latinos han contribuido a la prosperidad de Thomasville.

Este es el día 19 de septiembre de 2022.


Raleigh York Jr., Alcalde

PROCLAMATION

CONSTITUTION WEEK 2022

WHEREAS: September 17, 2022, marks the 235th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week.

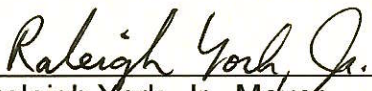
NOW, THEREFORE, I, Raleigh York, Jr., Mayor of Thomasville, North Carolina, on behalf of the Thomasville City Council, do hereby proclaim the week of September 17 - 23 as

CONSTITUTION WEEK 2022

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have here unto set my hand and caused the seal of the City of Thomasville to be affixed this 19th day of September, 2022.





Raleigh York, Jr., Mayor
Thomasville, North Carolina

NOTICE OF PUBLIC HEARING
RELATIVE TO APPLICATION
BY THE CITY OF THOMASVILLE
FOR FUNDING UNDER THE HOUSING AND COMMUNITY DEVELOPMENT
ACT OF 1974, AS AMENDED

Notice is hereby given that the City of Thomasville City Council will conduct a public hearing on September 19, 2022 at 6:00 PM, or as soon thereafter as the agenda will allow, at the Ballpark Community Center, 7003 Ball Park Road, Thomasville, North Carolina 27288, relative to the intention of the City of Thomasville to apply for FY2022 CDBG - NR funding under Title I of the Housing and Community Development Act.

This is the second public hearing for this CDBG Neighborhood Revitalization application, the first public hearing was held on January 18, 2022 at the City Council Meeting at 7003 Ballpark Road, Thomasville, NC.

The City of Thomasville intends to submit an application for a grant of approximately nine hundred and fifty thousand dollars (\$950,000.00) in CDBG Neighborhood Revitalization (NR) funds to rehabilitate 11 Pine Street, Thomasville Apartments, fka Thomasville Hospital.

The following is a tentative list of proposed activities and an estimated budget. The final application will be reviewed at the public hearing.

Rehabilitation Budget	\$855,000
Administration Budget	\$95,000

The proposed project will provide affordable rental units in the vacant Thomasville Apartments which is the former Thomasville Hospital. No individuals will be displaced nor will any require temporary relocation assistance as a result of the proposed project.

Citizens will be given the opportunity to provide oral and written comment on the City's past and proposed use of CDBG funds at the public hearing. All interested citizens are encouraged to attend.

If additional information is needed, please contact the City Manager. Formal written complaints or comments concerning the application process that are submitted to the City of Thomasville prior to or following the public hearing will be responded to within ten working days by City staff. A copy of the completed project application will be available for public review after September 30, 2022, at the Thomasville City Hall located at 10 Salem Street, Thomasville, NC 27360.

Persons with disabilities or who otherwise need assistance should contact (TDD Relay North Carolina at 711) by Thursday, September 20, 2022. Accommodations will be made for all who request assistance with participating in the public hearing.

This information is available in Spanish or any other language upon request. Please contact Eddie Bowling at 10 Salem Street, Thomasville, NC 27360 for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Eddie Bowling at 10 Salem Street, Thomasville, NC 27360



MINUTES FOR THE THOMASVILLE CITY COUNCIL BRIEFING MEETING ON MONDAY, AUGUST 8, 2022 AT 6:00 PM AT 7003 BALLPARK ROAD, THOMASVILLE, NC.

Elected officials in attendance: Mayor Raleigh York, Jr., Mayor *Pro Tempore* Wendy Sellars and Council Members Doug Hunt, Lisa Shell, Jeannette Shepherd, and Hunter Thrift. Council Members Ron Bratton and Payton Williams were not present.

The following staff members attended the meeting: City Manager Michael Brandt; Assistant City Manager Eddie Bowling; Finance Director Thomas Avant; and Police Chief Mark Kattner;

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

2. Additions and Deletions to the Agenda

City Manager Michael Brandt asked that Council remove the following items from the agenda:

- 5.C. Public Hearing: Request for Rezoning Z-22-04. It was not appealed, so it did not need a public hearing.
- 7.H. Consideration of Rural Economic Development Legally Binding Commitment – Industrial Development Fund Utility Account (Nucor Corporation). This item was not necessary for council action, because they had already approved the Resolution for this matter.

He also asked that additional items become item 9, so that they could be heard before the closed session.

Council Member Thrift moved to approve the agenda as amended. Council Member Shepherd seconded. *Motion unanimously approved 5 – 0.*

3. Recognitions and Presentations on August 15, 2022 – Proclamation in Support of International Overdose Awareness Day 2022
4. Public Forum – Anyone can speak at the Council meeting on August 15, 2022 for two minutes on any topic they choose.
5. Public Hearings on August 15, 2022:
 - A. Economic Incentive Grant for Project JT will be presented by Craig Goodson – (*on August 15, 2022*)

City Manager Brandt said this is for a local business that is looking to expand. We are currently working on a couple of other grant opportunities for them, as well. Thomasville is in competition for this opportunity with other locations, including

Canada. Following the hearing, Council will be asked to vote on a resolution to adopt.

B. Request for Rezoning Z-22-03

Applicant/Owner: Larry Crouse
 Location: E. Main St./White Street
 Parcel Number: 16069000F0008
 Existing Zoning: R-6 High Density Residential
 Proposed Zoning: C-2 Highway Commercial
 Conditions: N/A

The Planning Board conducted a hearing on 07/26/22 and voted 7-0 to approve this rezoning. There was no opposition to this matter at the Planning Board Hearing.

The following items were put on the Consent Agenda by the Council members for consideration on August 15, 2022:

6. Consent Agenda

- A. Approval of Minutes – City Council Meeting on 07/18/22
- B. Consideration of General Fund Budget Amendment
- C. Consideration of Resolution Authorizing City Manager to Create and Execute Contracts for Outside Agency Funding For Amounts Previously Approved By Council
- D. Consideration of By-Laws of the Blue Ribbon Committee to Study the Uses for 7 West Guilford Street

The following items were put on the Regular Agenda by the Council members for consideration on August 15, 2022:

7. Regular Agenda

- A. Consideration of ARPA Grant Project Ordinance
- B. Consideration of ARPA Budget Amendment
- C. Consideration of Ordinance Repealing Certain Sections of the Code of Ordinances
- D. Consideration of Ordinance Amending Chapter 78 of the Code of Ordinances re: Parking During Parades and Special Events

8. Committee Reports and Appointments, Mayor's Report and Appointments, City Manager's Report, City Attorney's Report on August 15, 2022

9. Additional Items

- A. City Manager Brandt advised Council that the City water system was having clarity issues, due to naturally occurring algae blooms and/or manganese in the water.

He explained that the raw lake water has been fairly stagnant due to minimal rain water. This has allowed the sun to raise the temperature of the water and cause

algae blooms. In addition, there was an increase in manganese in the water (which is a metal that is naturally in soil and decaying living matter).

Staff used chemicals to treat the water at the raw water pump station, which neutralized the water, but it caused the clarity to appear "dingy". They also flushed water through hydrants, but that stirred up the system, which also adversely affected the clarity. However, he assured everyone that the water has continually met state standards for consumable water.

There was a shortage of the chemicals, so we had to wait to receive those. Also, between Thursday and Saturday morning, the major pumps began having issues and they quit working. Saturday, staff opened up the Hasty and Border Street water lines from Davidson Water to be able to continue providing service to our residents. Initially, our water storage went down by half, but staff was able to fix this issue. Davidson Water provided water on Saturday and Sunday.

The SCATA Electrical Systems had indicated that there was water in the Clearwell at the Water Plant when there wasn't. He said, "We never had an issue with the SCATA System before, but it failed us. The reason why the pumps were shutting off was because there was no water, when we thought there was water in there."

Once these issues were resolved, they were able to address the dingy water issue. By Sunday morning, the numbers were better.

City Manager Brandt explained that the City produces about 2.5 Million gallons of water per day, and it takes a long time to produce that water and a long time to pump it out through 100 miles of pipes, so it took a while to resolve these three issues.

As of this date, all the pumps were working properly and water was being produced. The connections with Davidson Water were closed at the Hasty and Boarder Street sites. The high-pressure zone was still being served by Davidson Water while the clarity issues were still being addressed in the Pilot area.

The Border Street pumps that pump into the high-pressure area continue to have issues, because they ran without water, even though they had been turned off. He said, "Until we get that looked at – hopefully that will be this week – we're still going to serve that pressure system with Davidson Water."

During this crisis, staff worked around the clock to get these issues resolved.

Additionally, the water plant is understaffed, and that is another issue that is being addressed.

- B. City Manager Brandt also advised Council that at 2:30 AM, a car was heading north on Randolph street going over 100 mph and took flight when it went over the railroad tracks. It flew 68 feet and crashed down, knocking over a fire hydrant and

hitting the side of the City Hall building. There was a 6" dent in the 12"-thick brick building. The driver got out of the vehicle, uninjured, and told police that God told her to drive fast, because she was running from evil spirits. The building is currently structurally safe, but engineers are coming out to repair it. It is estimated to have sustained about \$15,000 - \$25,000 of damage.

Council Member Shepherd moved to go into closed session. Council Member Hunt seconded. *Motion unanimously approved 5 – 0.*

10. Closed Session (on August 8, 2022) – Real Estate

Mayor Pro Tem Sellars moved to go back into open. Council Member Shell seconded. *Motion unanimously approved 5 – 0.* No action was taken in closed session.

11. Adjournment Mayor Pro Tem Sellars moved to go back into open. Council Member Shepherd seconded. *Motion unanimously approved 5 – 0.*

MINUTES FOR THE THOMASVILLE CITY COUNCIL MEETING ON MONDAY, AUGUST 15, 2022 AT 6:00 PM AT 7003 BALLPARK ROAD, THOMASVILLE, NC.

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

1. Call to Order – Mayor York called the meeting of the Thomasville City Council to order.
2. Additions and Deletions to the Agenda – Mayor York added a closed session for a real estate matter as item 9 on the agenda. Council Member Williams moved to approve the agenda as amended. Council Member Hunt seconded. No discussion. *Motion unanimously approved 6 – 0.*
3. Recognitions and Presentations – Mayor *Pro Tem* Sellars presented a Proclamation in support of International Overdose Awareness Day (IOAD) 2022 to Janna Walker with the Davidson County Health Department. Council Member Sellars also invited everyone to attend the 6th annual IOAD NC Raleigh Rally for Change.

Ms. Walker thanked Mayor and Council for observing this day of awareness. She said drug overdoses unfortunately “capture the lives of way too many of our residents of all ages across the County.”

4. Public Forum – No one spoke at the Public Forum. No action was taken.
5. Public Hearings

A. Economic Incentive Grant for Project JT

Mayor York opened the public hearing.

Davidson County EDC President Craig Goodson spoke in favor of this economic development incentive grant for Project JT. He advised that this was for an existing Thomasville company that is wanting to expand – either here or in Canada. They would invest a minimum of \$16 Million to \$18 Million on this project and would create a minimum of 30 new jobs. The grant would be over 5 years with a rate of .00285.

No one else came forward to speak for or against this grant. Mayor York closed the public hearing, and there was no further discussion. Council Member Hunt moved to approve this economic incentive grant for Project JT. Council Member Williams seconded. No further discussion. *Motion unanimously approved 6 – 0.*

B. Request for Rezoning Z-22-03

Applicant/Owner: Larry Crouse
 Location: E. Main St./White Street
 Parcel Number: 16069000F0008
 Existing Zoning: R-6 High Density Residential
 Proposed Zoning: C-2 Highway Commercial

Conditions: N/A

Mayor York said the Planning Board conducted a hearing on 07/26/22 and voted 7-0 to approve this rezoning. He then opened the public hearing.

Applicant/Owner Larry Crouse came forward to speak. He said he is going to retire and he wants to rezone his property to commercial so that he can sell it off as one parcel.

No one else came forward to speak for or against this rezoning. Mayor York closed the public hearing, and there was no further discussion.

Mayor Pro Tem Sellars moved to approve this rezoning, because it:

- is consistent with the 2035 Land Use Plan and compatible with adjacent properties;
- allows property to be utilized after being underdeveloped for so long;
- C-2 may increase the property value; and
- is reasonable and in the public interest due to its consistency with the comprehensive plan and the furtherance of the goals and objectives of the comprehensive plan.

Council Member Shell seconded. No further discussion. *Motion unanimously approved 6 – 0.*

6. Consent Agenda – City Manager Brandt explained these items:

- A. Approval of Minutes – City Council Meeting on 07/18/22.
- B. Consideration of General Fund Budget Amendment - This amendment appropriates revenue totaling \$1,155 from the N.C. Dept. of Insurance to the Fire Dept. as reimbursement for the cost of protecting state property in Thomasville. It appropriates \$114,377 for compliance with the new GASB-87 capital lease reporting requirements. We are now required to report capital leases exceeding \$10,000 for the life of the lease – in the same manner as the financing of a capital asset. Finally, the amendment appropriates \$78,951 of unreserved fund balance for necessary parking lot repairs at Fire Department Headquarters. There is an issue with water emitting from the corner of the rear concrete apron onto the asphalt portion of the driveway entrance. A sinkhole has started to form in the parking lot.
- C. Consideration of Resolution Authorizing City Manager to Create and Execute Contracts for Outside Agency Funding For Amounts Previously Approved By Council - As part of the annual budget, the City Council approved funding for various outside agencies. This resolution allows the City Manager, working with the City Attorney, to develop and execute contracts with those agencies to receive the funds allocated by Council.
- D. Consideration of By-Laws of the Blue Ribbon Committee to Study the Uses for 7 West Guilford Street - City Council authorized the Mayor to appoint a committee to review potential uses for the former Police Department building located at 7 W. Guilford Street. This resolution establishes their by-laws for operating.

Council Member Hunt moved to approve the items on the Consent Agenda. Council Member Shepherd seconded. No discussion. *Motion unanimously approved 6 – 0.*

7. Regular Agenda

A. Consideration of ARPA Grant Project Ordinance -

Finance Director Thomas Avant explained that this grant project ordinance appropriates federal funding for:

- police equipment (including a 4-seat utility terrain vehicle, a mobile command center vehicle, and a UTV transport trailer);
- \$200,000 of AV equipment for the new Aquatics Center/Council Chamber; and
- \$37,461 for paving handicapped spaces at Finch Field and Cushwa Stadium.

Council Member Shepherd moved to approve this grant project ordinance. *Mayor Pro Tem* Sellars seconded. No discussion. *Motion unanimously approved 6 – 0.*

B. Consideration of ARPA Budget Amendment -

Finance Director Avant said this budget amendment would appropriate funds for the above Grant Project Ordinance items from the Special Revenue Fund to the General Fund, as required by the federal government.

Council Member Hunt moved to approve this ordinance. *Mayor Pro Tem* Sellars seconded. No discussion. *Motion unanimously approved 6 – 0.*

C. Consideration of Ordinance Repealing Certain Sections of the Code of Ordinances -

City Attorney Misti Whitman said this ordinance repeals various sections of City Ordinances that are repetitive, obsolete or no longer in compliance with State laws.

Council Member Hunt moved to approve this ordinance. Council Member Shepherd seconded. No discussion. *Motion unanimously approved 6 – 0.*

D. Consideration of Ordinance Amending Chapter 78 of the Code of Ordinances re: Parking –

This is an ordinance amending Chapter 78 of City Code of Ordinances regarding parking control of public parking on streets and publicly owned properties during parades and other special events. It provides the City authority to tow vehicles, but also requires the City to post notice of the no parking dates/times/locations for those events.

Mayor Pro Tem Sellars moved to approve this ordinance. Council Member Shepherd seconded. *Motion unanimously approved 6 – 0.*

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

Mayor Pro Tem Sellers invited everyone to attend the "International Overdose Awareness Day NC Raleigh Rally for Change" on August 31st. (See www.overdoseday.com/Raleigh/ for more details.) She was looking forward to attending for the fourth year. She said it's important to raise awareness and try to erase the stigma for those battling opioid addiction.

Council Member Williams reminded everyone that school was opening back up and asked them to be extra cautious when driving. She also thanked the Davidson County Health Department for their efforts to combat the opioid overdose crisis in Davidson County.

Council Member Hunt encouraged people to attend the community college to learn a trade. He said there is a good living to be made in the trades (plumbing, HVAC, electrical, etc.), and people are needed in those fields.

Mayor York reported that the National Night Out event that was held at the Police Department on August 2nd was a great event, and it was well attended.

He thanked Pastor Calvin Smith for leading a community prayer time. He said it was a meaningful time, and it was well attended.

Mayor York welcomed and congratulated Dr. Chris Kennedy as the new Thomasville City Schools Superintendent. He said he looks forward to great things from Dr. Kennedy, and he wished him well.

City Manager Brandt gave an update on current water issues. He said, "As many in the community know, we are experiencing issues of "dingy" water throughout our water system. There are many potential causes, but we have identified higher concentrations of manganese in the Lake Thom-A-Lex reservoir. Natural processes in the lake ecosystem have stirred up this naturally occurring metal. Water Plant staff have been attempting to balance the proper chemicals to remove the higher levels of manganese from the finished water. At no time has our water not met State water quality standards. However, it is not meeting our own high standards of water clarity. Many customers are experiencing water that runs from lightly tinted to dark brown. We encourage customers to contact the City so that we can check the water quality and flow hydrants, so that we can flush out this dingy water. While we have returned to normal operations at the water plant, it is taking considerable time for the dingy water and manganese to exit the system. In the process of flushing hydrants, the water can stir up particles in the water, adding to some of the discoloration. We are not the only water system that is having this issue in the Triad; however, we have not had an event like this in our collective history. I want to assure the community that we have staff working on this issue throughout the day and night, and understand the frustration over the water."

City Attorney Whitman was happy to report that Thomasville is building and growing and moving in a positive direction.

9. Closed Session – Real Estate

Mayor Pro Tem Sellars moved to go into closed session for real estate. Council Member Shell seconded. *Motion unanimously approved 6 – 0.*

No action was taken in closed session.

Mayor Pro Tem Sellars moved to go back into open session. Council Member Shell seconded. *Motion unanimously approved 6 – 0.*

10. Additional Items – n/a

11. Adjournment – Council Member Sellars moved to adjourn. Council Member Williams seconded. *Motion unanimously approved 6 – 0.*

Raleigh York, Jr., Mayor

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 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:

045-0000-322-0605	Federal Grants/ARPA	\$4,732,643.00
045-0000-322-0605	Federal Grants/ARPA	\$1,111,500.00
045-0000-322-0605	Federal Grants/ARPA (Unassigned)	\$2,648,825.00
Total		\$8,492,968.00

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

045-9010-505-6100	Transfer to General Fund	\$ 4,350,722.00
045-7010-573-6030	Transfer to Water & Sewer Fund	\$ 166,124.00
045-6221-503-6031	Transfer to Golf Course Fund	\$ 215,797.00
045-7097-573-6061	Transfer to W/S Capital Proj. Fund	\$ 325,000.00
045-7098-573-6061	Transfer to W/S Capital Proj. Fund	\$ 786,500.00
045-4210-512-4501	Contractual Services (Unassigned)	\$ 2,648,825.00
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 19th day of September, 2022

Mayor

ATTEST:

City Clerk

Budget Amendment

To: City Manager
From: Finance Director
Date: 9/6/2022
Re: 2022-23 ARPA Grant Budget Amendment

This ARPA grant budget amendment requires Council approval and is necessary to recognize revenue in the special revenue fund (Fund 045) and transfer appropriated funding to the proper fund. All interfund transfers must be budgeted, and the expending fund must have a budget. According to guidance from the UNC School of Government and N.C. Dept. of State Treasurer, ARPA grant funds must first be accounted for in a special revenue and then transferred to the expending fund. Budget authorization automatically carries forward into new budget years.

The amendment appropriates grant funding in the Golf Course Fund, totaling \$135,218, for lights at the driving range, a driving range building with bays, and a bathroom on the golf course. In addition, a total of \$786,234 is appropriated in the General Fund for a NaviLine enterprise asset management software application and upgrade to a cloud hosting platform (\$500,000), a Weather STEM weather station (\$15,000) and technology equipment and upgrades at the Emergency Operations Center (\$32,000), and funding for the 2023 municipal parking lot resurfacing contract (\$239,234), which covers resurfacing and restriping of Myers Park, Strickland Recreation Center, Farmers Market, and fountain parking lots. \$950,000 is also appropriated in the General Fund for the Kern Street School property improvement project.

ARPA Budget Amendment

September 2022 - ARPA Grant

Budget Amendment

010-0000-380.62-00	Transfer from ARPA	\$ 1,736,234	Increase Revenue	General Fund
031-0000-380.62-00	Transfer from ARPA	\$ 135,218	Increase Revenue	Golf Course Fund
Total		\$ 1,871,452		
031-6221-554.72-00	Capital Outlay/Buildings	\$ 123,018	Increase Appropriation	Golf Course Fund
031-6221-554.74-00	Capital Outlay/Equipment	\$ 12,200	Increase Appropriation	Golf Course Fund
Total: Golf Course Fund		\$ 135,218		
010-4210-512.45-01	Contracted Services/Professional	\$ 950,000	Increase Appropriation	General Fund
010-4710-514.73-00	Capital Outlay/Other Improvements	\$ 218,517	Increase Appropriation	General Fund
010-4710-512.45-01	Contracted Services/Professional	\$ 281,483	Increase Appropriation	General Fund
010-5310-524.74-00	Capital Outlay/Equipment	\$ 47,000	Increase Appropriation	General Fund
010-6290-552.45-01	Contracted Services/Professional	\$ 239,234	Increase Appropriation	General Fund
Total: General Fund		\$ 1,736,234		
010-4210-512.45-01	Contractual Services	\$ 2,648,825		
Unassigned amount				

CITY OF THOMASVILLE
Capital Project Ordinance

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

Section 1. The project authorized is the Hanks Branch Sewer Rehabilitation Phase 2 Capital Project described in the Alley, Williams, Carmen & King Inc. engineering report and the NCDENR plans and specifications. The project is financed by an appropriation of State Revolving Loan Fund proceeds.

Section 2. The officers of this unit are hereby directed to proceed with the Capital Project within the terms of the budget contained herein and the agreement contained in NCDENR plan documents.

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

061-7801-370-0400	State Revolving Fund Loan	\$1,962,575.00
061-7801-390-0101	Contribution – City of Thomasville	\$ 39,253.00
Total		\$2,001,828.00

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

061-7801-572-4501	Administrative	\$ 39,252.00
061-7801-572-4504	Engineering	\$ 212,000.00
061-7801-572-5800	Contingency	\$ 135,675.00
061-7801-574-7300	Construction Improvements	\$1,614,901.00
Total		\$2,001,828.00

Section 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy requirements of state and federal 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 Capital Project in every budget submission made to this Council.

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

ADOPTED this 19th day of September, 2022

Mayor

ATTEST:

City Clerk

Recommended


Steven B. Mills, PE, Alley Williams, Carmen & King, Inc (Engineer)


6/12/22
(Date)

Accepted


Andrew Parks, JSmith Civil, Inc. (Contractor)


6/13/22
(Date)

Approved


~~Morgan Huffman, Utilities Director (Owner)~~


5/17/22
Date

Michael M. Brandt, City Manager

City of Thomasville

Budget Amendment

To: City Manager

From: Finance Director

Date: 8/22/2022

Council Budget Amendment Reference #: 2023 – P3 - 01

Re: 2022-2023 Budget Amendment

The amendment appropriates funding totaling \$406,947 from the Street Maintenance/Paving Reserve and \$501,768 from the Powell Bill Reserve for awarding the FY 2023 street resurfacing contract to Thompson Arthur Paving and Construction. It also appropriates \$9,645 of insurance proceeds from a police vehicle crash claim involving a Chevrolet Tahoe that was seized as part of the law enforcement restitution and asset forfeiture program and insurance proceeds for lightning damage at the Waste Treatment Plant.

GENERAL FUND

INCREASE REVENUE

010-0000-399.02-00	Appropriated from Fund Balance/Powell Bill Reserve	\$501,768.00
010-0000-399.06-00	Appropriated from Fund Balance/Paving Reserve	\$406,947.00
Total		\$908,715.00

INCREASE APPROPRIATION

010-5640-532.45-01	Contracted Services/Professional	\$501,768.00
010-5630-532.45-01	Contracted Services/Professional	\$406,947.00
Total		\$908,715.00

POLICE RESTITUTION & FORFEITURE FUND

INCREASE REVENUE

041-0000-383.01-00	Refunds/Insurance Proceeds	\$ 9,645.00
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INCREASE APPROPRIATION

041-5110-524.74-00	Capital Outlay/Equipment	\$ 9,645.00
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WATER/SEWER ENTERPRISE FUND

INCREASE REVENUE

030-0000-383.01-00	Refunds/Insurance Proceeds	\$ 29,800.00
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INCREASE APPROPRIATION

030-7098-572.15-03	Maintenance & Repairs/Equipment	\$ 29,800.00
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MEMO:

TO: Michael Brandt
 FROM: Daryl Poole
 SUBJECT: Street Resurfacing Sealed Bid Opening
 DATE: 08/08/22

Michael,

We had a bid opening this morning for the 2022-2023 Street Resurfacing Contract. We had 3 vendors respond to the bids out of 6 mailed out.

Hanes Construction

<u>Unit:</u>	<u>Unit Amount:</u>	<u>Unit Cost:</u>	<u>Amount:</u>
Asphalt:	7752 tons	\$ 155.27 /ton	\$ 1,203,653.04
Manholes:	85 ea	\$ 800.00 /ea	\$ 68,000.00
Valve Boxes:	81 ea	\$ 800.00 /ea	\$ 64,800.00
Milling:	44,148 yds ²	\$ 4.24 /yd ²	\$ 187,187.52
Sealing:	109,836 yds ²	\$ 2.71 /yd ²	\$ 297,655.56
Stripping:	36,456 lf	\$ 1.00 / lf	\$ 36,456.00
TOTAL CONTRACT COST:			\$ 1,857,752.12

APAC, Thompson Arthur

<u>Unit:</u>	<u>Unit Amount:</u>	<u>Unit Cost:</u>	<u>Amount:</u>
Asphalt:	7752 tons	\$ 126.05 /ton	\$ 977,139.60
Manholes:	85 ea	\$ 700.00 /ea	\$ 59,500.00
Valve Boxes:	81 ea	\$ 680.00 /ea	\$ 55,080.00
Milling:	44,148 yds ²	\$ 2.93 /yd ²	\$ 129,353.64
Sealing:	109,836 yds ²	\$ 2.35 /yd ²	\$ 258,114.60
Stripping:	36456 lf	\$.57 / lf	\$ 20,779.92
TOTAL CONTRACT COST:			\$ 1,499,967.76

Blythe Construction

<u>Unit:</u>	<u>Unit Amount:</u>	<u>Unit Cost:</u>	<u>Amount:</u>
Asphalt:	7752 tons	\$ 140.00 /ton	\$ 1,085,280.00
Manholes:	85 ea	\$ 700.00 /ea	\$ 59,500.00
Valve Boxes:	81 ea	\$ 700.00 /ea	\$ 56,700.00
Milling:	44,148 yds ²	\$ 4.10 /yd ²	\$ 181,006.80
Sealing:	109,836 yds ²	\$ 2.60 /yd ²	\$ 285,573.60
Stripping:	36456 lf	\$ 1.25 / lf	\$ 45,570.00
TOTAL CONTRACT COST:			\$ 1,713,630.40

BUDGET AMOUNT: \$ 1,600,000.00

Staff recommends Thompson Arthur Paving and Construction - APAC Atlantic, be awarded the 2022 Pavement Resurfacing Contract.

City of Thomasville-Aquatic Center & Council Chambers

Quote #JST010480 v1

Prepared For:

City of Thomasville, NC

Justin Trogdon
10 Salem St
Thomasville, NC 27360

Prepared by:

Lee Hartman & Sons - Winston-Salem, NC

Jeff Troxler

Date Issued:

08.15.2022

Expires:

09.15.2022

P: (336) 475-5535

E: justin.trogdon@thomasville-nc.gov

P:

E: jtroxler@leehartman.com

Aquatic Center (Paging System)

L	Manufacturer	Model	Description	Price	Qty	Ext. Price
1	Biamp Systems	Community R.35COAX	Full-Range 2-Way 10-Inch Coax Grey	\$465.75	5	\$2,328.75
2	Crestron	SAROS ICI4T-W-T-EACH	Saros Integrator 4 2-Way In-Ceiling Speaker, White Textured,	\$75.90	26	\$1,973.40
3	Biamp Systems	REVAMP4120T	4 Channel class D amplifier 4 x 120 Watts (70/100 Volts or R	\$747.50	1	\$747.50
4	Shure	MX418D/C	Cardioid-18" Desktop Gooseneck Condenser Microphone, Attache	\$254.15	1	\$254.15
5		Miscellaneous Hardware	Speaker Mounting Hardware, Speaker Wire (Lot)	\$1,029.25	1	\$1,029.25
Subtotal:						\$6,333.05

Council Chambers

L	Manufacturer	Model	Description	Price	Qty	Ext. Price
Video						
6	LG	86UR640S9UD	86" 3840 x 2160 UHD Commercial Lite LED backlit LCD TV	\$2,520.80	2	\$5,041.60
7	CHIEF	XCM1U	XL, SINGLE COLUMN, CEILING MOUNT	\$458.85	2	\$917.70
8	Crestron	DM-NVX-360	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	\$1,138.50	2	\$2,277.00
9	Newline	TT-8619RS	86IN RS plus Ultra-HD LED Multi-touch Interactive Flat Panel	\$5,754.60	1	\$5,754.60
10	Newline	EPR8A50500-ACS	Newline AC Stand	\$976.35	1	\$976.35
11	Crestron	DM-NVX-360	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	\$1,138.50	1	\$1,138.50
12	Crestron	DM-NVX-E30	DM NVX 4K60 4:4:4 HDR Network AV Encoder	\$822.25	1	\$822.25
13	LG	24BK430H-B	24" 1920 x 1080 IPS Panel LCD Small Format Monitor	\$177.10	12	\$2,125.20
14	Crestron	HD-DA8-4KZ-E	1:8 HDMI Distribution Amplifier w/4K60 4:4:4 & HDR Support	\$632.50	1	\$632.50
15	Crestron	HD-DA2-4KZ-E	1:2 HDMI Distribution Amplifier w/4K60 4:4:4 & HDR Support	\$253.00	2	\$506.00
16	Crestron	DM-NVX-360	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	\$1,138.50	3	\$3,415.50
Video Inputs						
17	Crestron	AM-3200	AirMedia Series 3 Receiver 200	\$1,075.25	1	\$1,075.25
18	Crestron	DM-NVX-E30	DM NVX 4K60 4:4:4 HDR Network AV Encoder	\$822.25	6	\$4,933.50
Cameras/Streaming						
19	QSC	NC-20x60	20x Optical Zoom 60 Horizontal Field of View, PTZ Network Ca	\$3,519.00	2	\$7,038.00

Council Chambers

L	Manufacturer	Model	Description	Price	Qty	Ext. Price
20	Epiphan	Pearl-2 Rackmount	Livestreaming Appliance - Youtube, Facebook, Etc.	\$6,577.42	1	\$6,577.42
21	Crestron	DM-NVX-360	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	\$1,138.50	2	\$2,277.00
22	Aja	Hi5-Plus	3G-SDI to HDMI with PsF to P support, Includes 1 Meter HDMI	\$395.89	1	\$395.89
23	Aja	HA5-Plus	HDMI to 3G-SDI with DSLR Format Support, Includes 1 Meter HD	\$395.89	1	\$395.89
Control, Processing & Misc.						
24	Crestron	CP4N	4-Series Control System	\$1,771.00	1	\$1,771.00
25	Crestron	TS-1070-B-S	10.1 in. Tabletop Touch Screen, Black Smooth	\$1,897.50	1	\$1,897.50
26	Crestron	GLS-ODT-C-CN	Dual-Technology Occupancy Sensor with Cresnet, 2000 Sq. Ft.	\$177.10	1	\$177.10
Audio						
27	QSC	CORE 110f	Unified Core with 24 local audio I/O channels, 128x128 total	\$2,702.50	1	\$2,702.50
28	QSC	I/O USB Bridge	Q-SYS PoE bridging endpoint for AV-to-USB Bridging. Delivers	\$1,380.00	2	\$2,760.00
29	Listen Tech	LCS-121-01	WiFi/RF base system	\$1,492.23	1	\$1,492.23
30	Listen Tech	LA-326	Universal Rack Mounting Kit	\$53.88	1	\$53.88
31	Biamp Systems	REVAMP4120T	4 Channel class D amplifier 4 x 120 Watts (70/100 Volts or R	\$747.50	1	\$747.50
32	QSC	AD-C6T-WH	6.5" Two-way ceiling speaker, 70/100V transformer with 16? b	\$172.50	12	\$2,070.00
33	Shure	MXCWAPT-A	Access Point Transceiver for US only; manages audio routing,	\$3,021.05	1	\$3,021.05
34	Shure	MXCWNCUS-US	NETWORKED CHARGING STATION, 10BAY SB930, US IEC POWER CORD	\$906.20	2	\$1,812.40
35	Shure	MXCW640	Wireless Conference Unit with 4.3 inch color touchscreen for	\$1,207.50	12	\$14,490.00
36	Shure	MXC416DF/C	Cardioid Dual-Flex Gooseneck Microphone (16 in/40 cm) with f	\$166.75	12	\$2,001.00
37	Shure	MX418D/C	Cardioid-18" Desktop Gooseneck Condenser Microphone, Attache	\$254.15	1	\$254.15
Equipment Rack/Etc.						
38	Middle Atlantic	ERK-4025-AV	40SP/25D CONFIG AV RACK	\$1,800.04	1	\$1,800.04
39	NETGEAR	GSM4248PX-100NAS	M4250-40G8XF-POE+ MNGD SWITCH PERP	\$2,560.69	1	\$2,560.69
40	Middle Atlantic	UPS-2200R	2200VA/1650W UPS	\$1,539.85	1	\$1,539.85
41		Miscellaneous Hardware	Hardware, cables, and connectors	\$4,566.58	1	\$4,566.58
Subtotal:						\$92,017.62

Multipurpose Rooms (108, 109 & 110)

L	Manufacturer	Model	Description	Price	Qty	Ext. Price
42	LG	75UR640S9UD	75" 3840 x 2160 UHD Commercial Lite LED backlit LCD TV	\$1,951.55	3	\$5,854.65
43	CHIEF	LTM1U	Micro-Adjust Tilt Wall Mount, Large	\$251.71	3	\$755.13
44	Crestron	DM-NVX-360	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	\$1,138.50	3	\$3,415.50
45	Crestron	DM-NVX-E30	DM NVX 4K60 4:4:4 HDR Network AV Encoder	\$822.25	3	\$2,466.75
46	Crestron	HZ-KPCN-W	Horizon Keypad, Cresnet Communications, White	\$189.75	3	\$569.25
47	Crestron	HZ-BTN-RKR5-W-T-BLANK	Horizon Backlit Engravable Rocker Button, Size 5, White Text	\$6.90	15	\$103.50

Multipurpose Rooms (108, 109 & 110)

L	Manufacturer	Model	Description	Price	Qty	Ext. Price
48	QSC	AC-C6T	6.5" Two-way ceiling speaker, 70/100V transformer with 8? by	\$102.35	18	\$1,842.30
49	Crestron	GLS-ODT-C-CN	Dual-Technology Occupancy Sensor with Cresnet, 2000 Sq. Ft.	\$177.10	3	\$531.30
50	Biamp Systems	REVAMP4240T	4 Channel class D amplifier 4 x 240 Watts (70/100 Volts or R	\$948.75	1	\$948.75
51		Miscellaneous Hardware	Hardware, cables, and connectors	\$396.75	3	\$1,190.25
Subtotal:						\$17,677.38

Welcome Desk

L	Manufacturer	Model	Description	Price	Qty	Ext. Price
52	LG	75UR640S9UD	75" 3840 x 2160 UHD Commercial Lite LED backlit LCD TV	\$1,951.55	1	\$1,951.55
53	CHIEF	LTM1U	Micro-Adjust Tilt Wall Mount, Large	\$251.71	1	\$251.71
54	Digitalinx	DIGITALINX MEDIA/SIGNAGE PLAYR	DigitaLinx Digital Signage / APP Player	\$244.32	1	\$244.32
55	NoviSign	12 MONTH NOVISIGN LICENSE	Novisign Digital Signage 12 Month License	\$151.86	1	\$151.86
56	Crestron	DM-NVX-360	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	\$1,138.50	1	\$1,138.50
57	Crestron	TS-770-B-S	7 in. Tabletop Touch Screen, Black Smooth	\$1,265.00	1	\$1,265.00
58		Miscellaneous Hardware	Hardware, cables, and connectors	\$292.10	1	\$292.10
Subtotal:						\$5,295.04

Closed Captioning Option

* Optional

L	Manufacturer	Model	Description	Price	Qty	Ext. Price
59	Link Electronics, Inc	AIP-494	Link Electronics AIP-494 3GB/HD/SD-SDI Caption Encoder and A	\$5,870.38	1	\$5,870.38
60	Datavideo	TC-200	Character generator with CG-200 software, which can be used	\$690.00	1	\$690.00
* Optional Subtotal:						\$6,560.38

Labor

Model	Description	Price	Qty	Ext. Price
Labor - Installation	Installation Labor	\$23,040.00	1	\$23,040.00
Labor - Project Engineering	Project Engineer Labor	\$2,880.00	1	\$2,880.00
Labor - Programming	System Programming	\$4,320.00	1	\$4,320.00
Subtotal:				\$30,240.00

Terms & Conditions

QUOTE TERMS AND CONDITIONS

These Quote Terms and Conditions shall apply to any quotation issued by Lee Hartman & Sons, Inc. ("LHS") to which they are attached or referenced, whether physically or electronically. Sales and orders of any goods or services ("Products") are subject to final approval by LHS and shall be subject to these Terms and Conditions, which shall take precedence over any additional or different terms and conditions from Customer, unless specifically provided in a separate written agreement between LHS and Customer. A signed quote or written notice constitute a Purchase Order. Any amendment, change order, revision, or termination to an already-accepted Purchase Order shall be subject to acceptance by an authorized representative of LHS. Unless otherwise specified, all quotations are valid for 30 days from the date issued.

PRICES & TAXES

The prices quoted are in United States Dollars unless otherwise specified. Customer is solely liable for all taxes, customs duties, or any other excises imposed by Federal, State, County or Municipal authority under any current or future law, upon or with respect to the sale, delivery, or use of the Products and Customer agrees to pay the amount thereof under the same terms as the Purchase Order.

TERMS OF PAYMENT

LHS will invoice Customer for the exact quantity of Products on the day shipped at FOB origin, or delivered or installed by LHS. Payment shall be made for invoices in accordance with such terms of payment specified.

PERFORMANCE & DELIVERY

LHS shall not be responsible or liable for any damages of any kind for delays or non-performance with respect to Purchase Orders for Products due to any cause beyond the direct control of LHS. This includes, but is not limited to, supplier shortages, riots, strikes, natural disasters, state or national emergencies, and acts of God.

LHS's delivery dates and schedules represent its best estimates based on current schedules and workloads, and are contingent upon, but not limited to, the receipt of complete specifications, designs, samples and other information reasonably requested by LHS to be provided by Customer. LHS shall have no liability for delay or any damages or losses sustained in meeting such dates or schedules. Time is specifically not of the essence as to any such dates.

Unless otherwise expressly agreed in writing, title and liability of loss shall transfer from LHS to Customer for shipments upon delivery of Products at FOB origin.

INSPECTION & RETURNS

Customer shall inspect Products upon delivery to verify conformity with the Quote. Any package or carton showing obvious signs of damage should be refused at the time of receiving. Observed damage must be noted on the Carrier Delivery Receipt, regardless if the package or carton is accepted or refused.

Products shall be deemed to have been accepted in the event that LHS has received no written notice specifying in detail any shortages, damages, or other claims within Ten (10) days following delivery of Products. Products must not be returned without LHS's prior written authorization. A restocking charge of at least 20% of the purchase price of Products may be charged on Products approved for refund. Customer is responsible for all Product delivery expenses related to elective returns, in the case that LHS, the Manufacturer, Distributor, or Vendor are not responsible for error in specification or design.

Policies with respect to inspection and return of Products delivered direct from the Manufacturer, Distributor, or Vendor are beyond the direct control of LHS and take precedence over the foregoing.

WARRANTY

LHS WARRANTS THAT WORK PERFORMED BY LHS SHALL BE FREE FROM DEFECTS, INCLUDING LATENT DEFECTS, IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND SERVICE WHEN OPERATED IN ACCORDANCE WITH LHS'S OR THE MANUFACTURER'S OPERATING INSTRUCTIONS FOR A PERIOD OF TWELVE (12) MONTHS FOLLOWING DELIVERY OF THE PRODUCTS. THE WARRANTY SHALL NOT APPLY TO THE IMPROPER USE, NEGLIGENCE, HANDLING, ALTERATION, OR MODIFICATION OF THE PRODUCT. LHS'S OBLIGATION AND CUSTOMER'S SOLE REMEDY UNDER THE WARRANTY SHALL BE LIMITED TO, AT LHS'S OPTION, THE REPAIR OR REPLACEMENT OF THE NONCONFORMING WARRANTED PRODUCT, OR ANY PART THEREOF. THE WARRANTY DOES NOT APPLY TO CONSUMABLE ITEMS SUCH AS TUBES, FUSES, BULBS, AND LIKE ITEMS. CUSTOMER SHALL PROVIDE PROMPT WRITTEN NOTICE OF THE PRODUCT'S FAILURE WITHIN THE WARRANTY PERIOD, WHICH NOTICE SHALL BE PROVIDED NO LATER THAN TWENTY-ONE (21) DAYS AFTER CUSTOMER'S DISCOVERY OF THE DEFECT.

LIMITATION OF LIABILITY

LHS's LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED IN ANY CASE THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY CUSTOMER AND UNDER NO CIRCUMSTANCES SHALL LHS BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE PRODUCTS IS CONSIDERATION FOR LIMITING LHS'S LIABILITY. WITHOUT LIMITATION OF THE FOREGOING, IN NO EVENT WILL LHS BE RESPONSIBLE OR LIABLE FOR (A) PENALTIES OR PENALTY CLAUSES OF ANY DESCRIPTION, OR (B) INDEMNIFICATION OF CUSTOMER OR OTHERS FOR COSTS, DAMAGES OR EXPENSES ARISING OUT OF OR RELATED TO THE PRODUCTS.

INDEMNIFICATION

Customer shall indemnify and hold harmless LHS and its officers, employees and agents against all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable attorney's fees) on account of any damaged property or injury or death of persons (including, without limitation, Customer's employees) arising out of Customer's storage, handling, use, implementation or disposal of Products purchased from LHS. This indemnity obligation shall survive the expiration, termination or cancellation of any agreement or order with respect to the sale of Products.

GOVERNING LAW; VENUE

These Terms and Conditions and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the Commonwealth of Virginia without regard to the conflict of laws provisions thereof. Sole venue and forum for all such matters shall be in the Commonwealth of Virginia state courts.

NO WAIVER

If either party, at its option, agrees to waive any of these Terms and Conditions, then such waiver shall not for any purpose be construed as a waiver of any succeeding breach of the same or of any other of these Terms and Conditions; nor shall such waiver be deemed as a course of conduct.

SEVERABILITY

If any of these Terms and Conditions are at any time held to be invalid or unenforceable, then such term or condition shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of these Terms and Conditions, which shall remain in full force and effect.

MODIFICATION

Any modification of these Terms and Conditions shall be valid only if it is in writing and signed by the authorized representatives of both LHS and Customer.

Quote Summary	Amount
Aquatic Center (Paging System)	\$6,333.05
Council Chambers	\$92,017.62
Multipurpose Rooms (108, 109 & 110)	\$17,677.38
Welcome Desk	\$5,295.04
Labor	\$30,240.00
Subtotal:	\$151,563.09
Estimated Tax:	\$8,492.64
Total:	\$160,055.73



Acceptance

Lee Hartman & Sons - Winston-Salem, NC

City of Thomasville, NC

Jeff Troxler

Signature / Name

08/15/2022

Date

Justin Trogdon

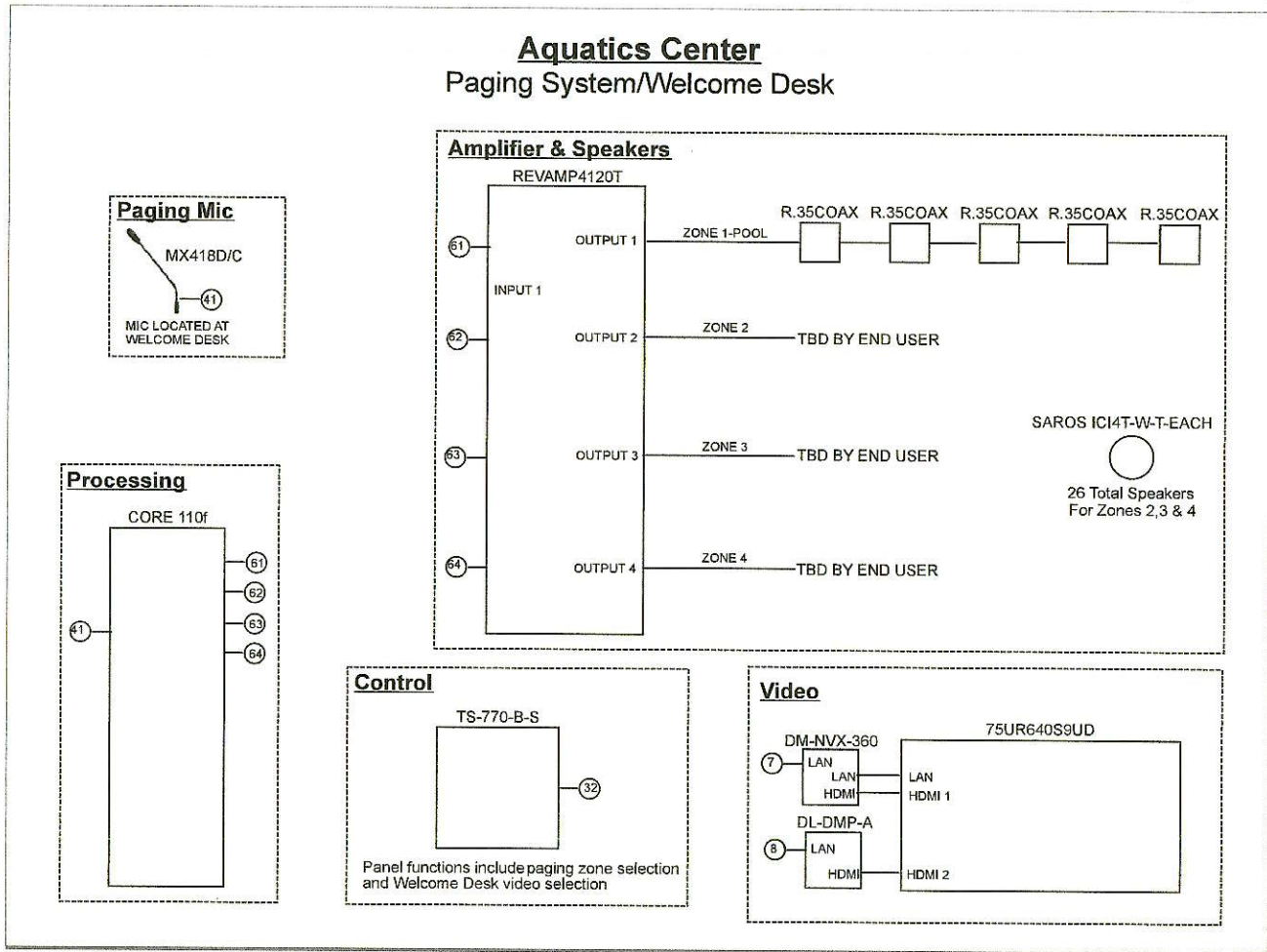
Signature / Name

Initials

Date

City of Thomasville-Aquatics Center & Council Chambers

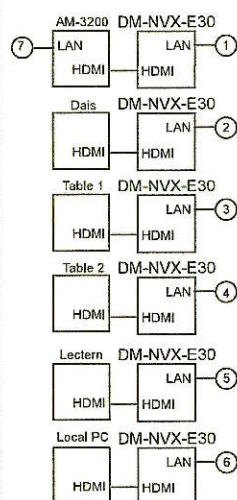
August 01, 2022



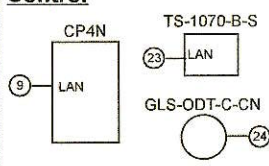
Lee hartman and Sons, Inc.

Council Chambers Video

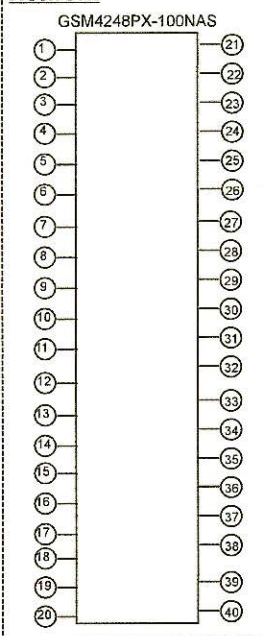
Video Inputs



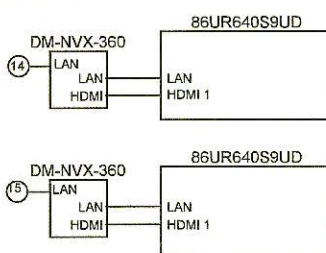
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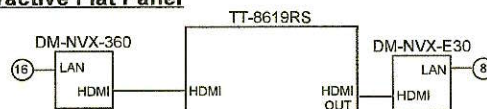
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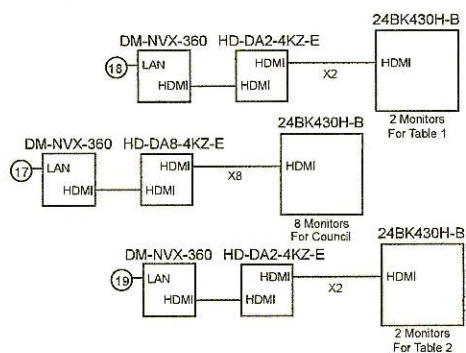
Main Displays



Interactive Flat Panel

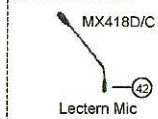


Desktop Monitors

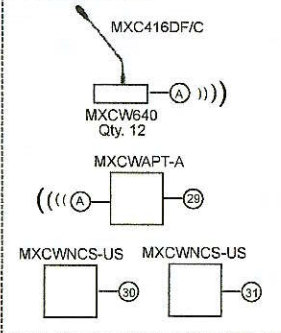


Council Chambers Audio

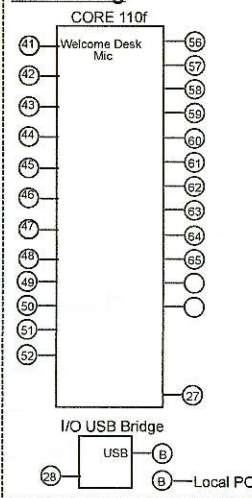
Lectern Mic



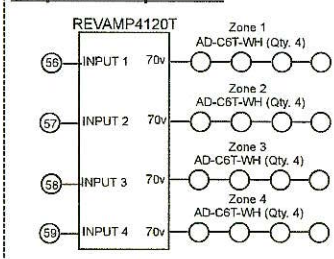
Wireless Mics



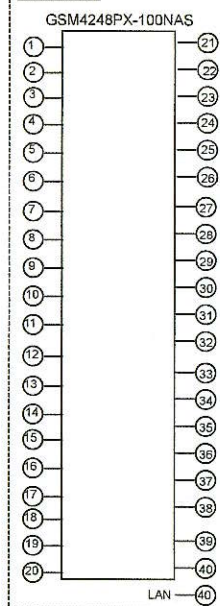
Processing



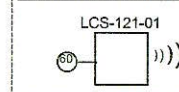
Amplifier & Speakers

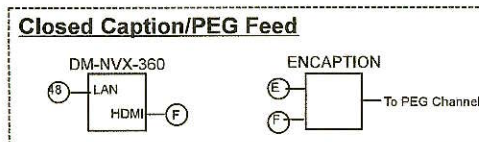
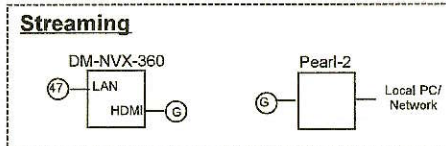
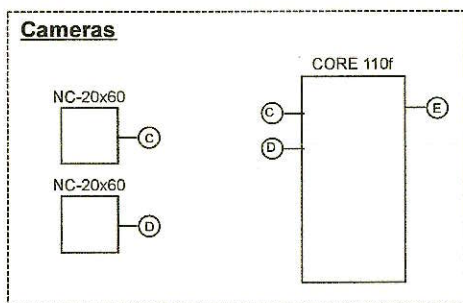


Network



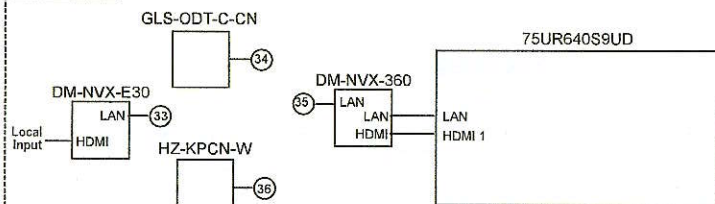
Assistive Listening



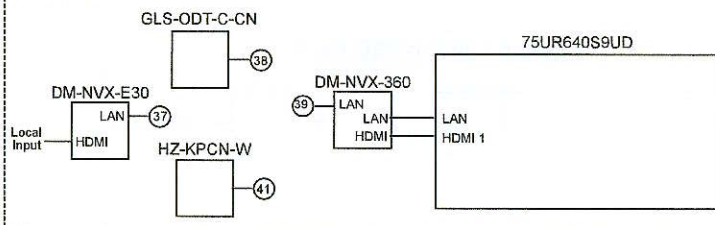
Cameras/Streaming

Multipurpose Rooms

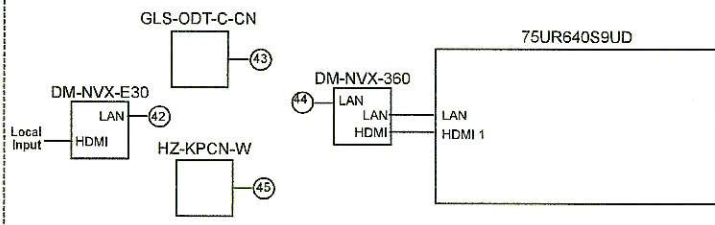
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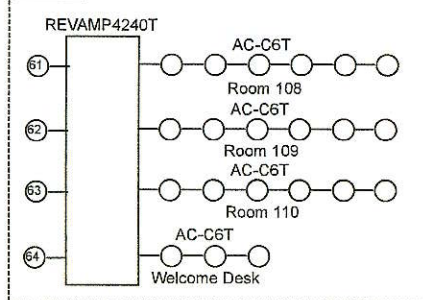
Room 109



Room 110



Audio



MEMO:

TO: Michael Brandt
FROM: Daryl Poole
SUBJECT: Street Resurfacing Sealed Bid Opening
DATE: 08/09/22

Michael,

We had a bid opening this morning for the 2022-2023 Municipal Parking lots Resurfacing Contract. We had 3 vendors respond to the bids out of 6 mailed out. City council approved the following parking lots to be resurfaced using ARPA Funds as the payment source.

- Myers Park, Standard Duty Paving, over a crushed stone lot
- Strickland Recreation Center, Mill and Overlay of existing Asphalt
- Farmers Market lower parking lot, Mill and Overlay existing Asphalt
- Fountain Parking Lot, Mill and Overlay existing Asphalt
- Restriping the lots when asphalt is complete is included in the bid price

Hanes Construction

\$227,841.84

APAC, Thompson Arthur

\$262,226.65

Blythe Construction

\$298,906.50

Staff recommends Hanes Construction be awarded the 2022 Municipal Parking Lot Resurfacing Contract.

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**") and the **City of Thomasville, NC** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of Thomasville, NC
1000 Business Center Dr. Lake Mary, FL 32746	P.O. Box 368 Thomasville, NC 27361
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

1. **Solution: Enterprise Asset Management; Naviline upgrade to Cloud/hosted**

2. **Term.**

- 2.1. **Initial Term.** The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date [FREQUENTLY NEGOTIATED BETWEEN 1-7 YRS] unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
- 2.2. **Renewal Term.** This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
- 2.3. **Non-Renewal.** Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.

3. **Fees.** In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
- 4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
- 4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 4.4. "**Baseline**" means the version of a Solution updated to the particular time in question through CentralSquare's warranty services and maintenance, but without any other modification whatsoever.

- 4.5. **"Component System"** means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. **"Confidential Information"** means the Software and Customizations in any embodiment, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private or proprietary legend.
- 4.7. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.8. **"Custom Modification"** means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare -generated specification, but without any other changes whatsoever by any Person.
- 4.9. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.10. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 4.11. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.12. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.13. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 4.14. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.15. **"Maintenance"** means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 (**"Support Standards"**).
- 4.16. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.17. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.18. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal

Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

- 4.19. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 4.20. **"Representatives"** means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.21. **"CentralSquare Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.
- 4.22. **"Solutions"** means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.23. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 4.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.25. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

5. License, Access & Services and Audit.

- 5.1. **License Grant.** Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, and non-transferable [Customer may negotiate the term "perpetual here if software is premise based] license to the current version of the Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution.
- 5.2. **Access and Scope of Use.** Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. CentralSquare shall deliver to Customer the initial copies of the Solutions outlined in Exhibit 1 by (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the Solutions. [Any changes to this delivery language require higher approval and Accounting review] The date of such delivery shall be referred to as the **"Delivery Date."**
- 5.3. **Documentation License.** CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 5.4. **Audit.** Customer shall maintain for a reasonable period of time, but not less than three (3) years after expiration or termination of this Agreement, the systems, books, and records necessary to accurately reflect compliance with software licenses and the use thereof under this Agreement. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying such licensed use the performance of such obligations and amounts. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance,

Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance with software licenses.

- 5.5. Service and System Control. Except as otherwise expressly provided in this Agreement:
 - 5.5.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
 - 5.5.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.
- 5.6. Limitations. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare, remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.
- 5.7. Exceptions. CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:
 - 5.7.1. software, or media on which provided, that is modified or damaged by Customer or third-party;
 - 5.7.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
 - 5.7.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare;
 - 5.7.4. any Customer's failure to promptly install any New Releases that CentralSquare has previously made available to Customer;
 - 5.7.5. the operation of, or access to, Customer's or a third-party's system, materials or network;
 - 5.7.6. any relocation of the Solution other than by CentralSquare personnel;
 - 5.7.7. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;
 - 5.7.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 5.8. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.
- 5.9. Changes. CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare's services to its customers, the competitive strength of or market for CentralSquare's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.10. Subcontractors. CentralSquare may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "Subcontractor").

5.11. **Security Measures.** The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare may deny any individual access to and/or use of the Solution if CentralSquare, in its reasonable discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.

6. Use Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- 6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 6.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. Customer Obligations.

- 7.1. **Customer Systems and Cooperation.** Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. **Effect of Customer Failure or Delay.** CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. **Corrective Action and Notice.** If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

8. Professional Services.

- 8.1. **Compliance with Customer Policies.** While CentralSquare Personnel are performing services at Customer's site, CentralSquare will ensure that such personnel comply with Customer's reasonable

security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance. Customer shall promptly reimburse CentralSquare for any out-of-pocket costs incurred in complying with such procedures and policies.

- 8.2. **Contributed Material.** In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

9. **Confidentiality.**

- 9.1 Defined. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this Section 9, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property of CentralSquare.
- 9.2 Nondisclosure. The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without CentralSquare's prior written approval.
- 9.3 Exceptions. A party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

10. **Security.**

- 10.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
- 10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation, and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

11. **Personal Data.** If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

- 11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be,

processed) and CentralSquare shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

- 11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
- 11.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 11.4. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

- 12.1. **LIMITED WARRANTY.** CentralSquare warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of section and its subsections below, shall constitute the agreement of the Parties with respect to viruses. Customer's sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.
- 12.2. **DISCLAIMER OF WARRANTY. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**
13. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to **CentralSquare**
CentralSquare : **1000 Business Center Dr.**

Lake Mary, FL 32746
 Phone: 407-304-3235 email: info@CentralSquare.com
 Attention: Senior Counsel / Contracts Department

If to Customer:

City of Thomasville
 P.O. Box 368
 Thomasville, NC 27361
 Phone: _____
 Attention: _____

email: _____

14. Force Majeure. Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

15. Indemnification.

15.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless CentralSquare from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely [Walk in position: solely attributable; Customer Indemnification MAY be removed upon customer's acceptance of an LOL cap] from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.3. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRALSQUARE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

16. Termination. This Agreement may be terminated:

16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this

Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

17. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- 17.1. Upon the expiration or earlier termination of this Agreement, each Party shall continue to hold such Confidential Information in confidence pursuant to Section 9; and
- 17.2. Upon the expiration of this Agreement, each Party shall pay to the other all amounts accrued prior to and through the date of termination of this Agreement.

18. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.

19. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

- 19.1. Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary, to protect the rights or property of that Party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute.
- 19.2. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended Vice Presidents of each Party (or employees of equivalent or superior position).
- 19.3. Escalation to Mediation. If the Parties cannot resolve any Dispute during the good faith negotiations either Party must initiate mediation under Section 19.4.
- 19.4. Mediation. Subject to Sections 19.2 and 19.3, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.
- 19.5. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 19.6. Litigation or Arbitration as a Final Resort. If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party must commence binding arbitration in accordance with the provisions of 19.7 and 19.8.
- 19.7. Arbitration. The Parties agree that any dispute, controversy, or claim arising out of or related to the Employee's employment with the Company or termination of employment, this Agreement, or any alleged breach of this Agreement shall be governed by the Federal Arbitration Act (FAA) and submitted to and decided by binding arbitration to be held in Florida. Parties agree to hold the deliberations in such arbitration confidential.
- 19.8. Arbitration Procedure. The Parties agree arbitration must be commenced by delivering a notice of arbitration to the other Party. The Notice must set out the nature of the claim(s), and the relief requested. Within thirty (30) days of the receipt of the notice, the receiving Party shall deliver an answer, any counterclaim(s), and relief requested. Arbitration shall be heard by a single arbitrator. Each Party shall pay its own costs of arbitration. The Parties shall confer in good faith to attempt to agree upon a suitable arbitrator, and if unable to do so, they will select an arbitrator from the American Arbitration Association's employment arbitration panel for the area. The arbitrator shall decide the procedures in the arbitration after consultation with the Parties. The arbitrator will have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The decision of the arbitrator shall be final and binding upon the Parties hereto. The Parties agree that

judgment may be entered upon the award by any court having jurisdiction.

20. **Waiver/Severability.** The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
21. **LIABILITY.** NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:
 - 21.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND
 - 21.2. CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE MONTHS [May require adjustment for subscription license fees].
22. **Third-Party Materials.** CentralSquare may from time to time, in its discretion engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties [may require adjusting for deals which include first year support within license fee], but these third parties assume all responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any third-party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar agreement provided by the Third-Party Materials provider. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
23. **Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.
24. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
26. **Material Adverse Change.** If any Law, Regulatory Approval, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

27. Cooperative Purchases. This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

28. Order of Precedence.

28.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

28.1.1. The main body of this Agreement and any associated amendments or change orders.

28.1.2. The attached Exhibits to this Agreement.

28.1.3. Purchase Orders placed with CentralSquare in accordance with this Agreement.

Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.

28.2. Incorporated Exhibits to this Agreement:

Exhibit 1 – Project Cost Summary

Exhibit 2 - Maintenance & Support Standards

Exhibit 3 – Travel Expense Guidelines

Exhibit 4 – Insurance Requirements

Exhibit 5 – Statement of Work

EXHIBIT 1**Project Cost Summary****WHAT SOFTWARE IS INCLUDED?****COMMUNITY DEVELOPMENT**

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Bluebeam Server API for TRAKIT Annual Access Fee	1	2,100.00	2,100.00
2.	Community Development: Advanced Annual Subscription Fee SaaS	10	2,000.00	20,000.00
3.	eTRAKIT Credit Card API Annual Access Fee	1	2,500.00	2,500.00

Community Development Software Total 24,600.00 USD

ENTERPRISE ASSET MANAGEMENT

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
4.	Enterprise Asset Management Bundled-Cloud SaaS Site Annual Subscription Fee	1	40,000.00	40,000.00

Enterprise Asset Management Software Total 40,000.00 USD

NAVILINE TO CLOUD

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
5.	AnalyticsNOW Cloud Annual Access Fee	1	7,500.00	- 3,087.61	4,412.39
6.	Fusion Proprietary Annual Access Fee	1	5,000.00	- 525.87	4,474.13
7.	Halcyon NSS Annual Access Fee	1	424.14		424.14
8.	Horizon Cloud for NaviLine Annual Access Fee	1	42,000.00		42,000.00
9.	Modifications Annual Access Fee	1	1,980.38		1,980.38

Note: Pricing for Professional Services is a good faith estimate based on the information available to CentralSquare at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to CentralSquare's then-current list price rates for the services at issue.

10.	NaviLine Accounts Receivable-Annual Access Fee	1	5,892.00	- 853.15	5,038.85
11.	NaviLine Building Permits Annual Access Fee	1	7,944.00	- 1,573.66	6,370.34
12.	NaviLine Business Licenses Annual Access Fee	1	3,036.00	- 237.06	2,798.94
13.	NaviLine Cash Receipts-Annual Access Fee	1	3,792.00	- 336.13	3,455.87
14.	NaviLine Click2Gov3 Building Permits Annual Access Fee	1	1,368.00	- 108.25	1,259.75
15.	NaviLine Click2Gov3 Business Licenses Annual Access Fee	1	1,284.00	- 68.50	1,215.50
16.	NaviLine Click2Gov3 Core Annual Access Fee	1	5,244.00	- 3,257.99	1,986.01
17.	NaviLine Click2Gov3 Customer Information System Annual Access Fee	1	2,040.00	- 471.85	1,568.15
18.	NaviLine Click2Gov3 Employee Self Service Annual Access Fee	1	1,860.00	- 299.62	1,560.38
19.	NaviLine Code Enforcement Annual Access Fee	1	3,036.00	- 927.01	2,108.99
20.	NaviLine Customer Information System Annual Access Fee	1	12,921.65		12,921.65
21.	NaviLine Document Management Services Annual Access Fee	1	2,268.00	- 208.76	2,059.24
22.	NaviLine Fixed Assets-Annual Access Fee	1	3,888.00	- 358.16	3,529.84
23.	NaviLine Fleet Management-Annual Access Fee	1	9,456.00	- 1,739.39	7,716.61
24.	NaviLine Global Financials Annual Access Fee	1	615.38		615.38
25.	NaviLine GMBA w/Extended Reporting Annual Access Fee	1	16,296.00	- 3,438.44	12,857.56
26.	NaviLine Land/Parcel Mgmt-Annual Access Fee	1	6,228.00	- 1,485.04	4,742.96
27.	NaviLine Payroll/Personnel-Annual Access Fee	1	9,840.00	- 1,834.91	8,005.09
28.	NaviLine P-Card Annual Access Fee	1	3,132.00	- 852.37	2,279.63
29.	NaviLine Purchasing/Inventory-Annual Access Fee	1	9,756.00	- 1,817.50	7,938.50
30.	NaviLine User Interface Annual Access Fee	1	12,000.00	- 11,384.62	615.38
31.	NaviLine Web Enablement Annual Access Fee	1	1,332.01		1,332.01
32.	NaviLine Work Orders/Facility Management Annual Access Fee	1	10,692.00	- 2,043.25	8,648.75

Naviline to Cloud Software Subtotal 190,825.56 USD
Naviline to Cloud Software Discount - 36,909.14 USD
Naviline to Cloud Software Total 153,916.42 USD

SOFTWARE SUMMARY

Software Subtotal	255,425.56 USD
Software Discount	- 36,909.14 USD
Software Total	218,516.42 USD

WHAT SERVICES ARE INCLUDED?

COMMUNITY DEVELOPMENT

DESCRIPTION	TOTAL
1. Public Administration Consulting Services - Fixed Fee	65,910.00
2. Public Administration Data Conversion Services - Fixed Fee	32,760.00
3. Public Administration Development Services - Fixed Fee	22,230.00
4. Public Administration GIS Services - Fixed Fee	2,925.00
5. Public Administration Project Management Services - Fixed Fee	23,205.00
6. Public Administration Technical Services - Fixed Fee	8,970.00
7. Public Administration Training Services - Fixed Fee	15,405.00

Community Development Services Subtotal	171,405.00 USD
Community Development Services Discount	- 30,765.00 USD
Community Development Services Total	140,640.00 USD

ENTERPRISE ASSET MANAGEMENT

DESCRIPTION	TOTAL
8. Enterprise Asset Management Bundle - SaaS Subscription Cloud Startup Fee	10,000.00
9. EAM Consulting Services - Fixed Fee	66,690.00
10. EAM Data Conversion Services - Fixed Fee	7,800.00
11. EAM GIS Conversion Services - Fixed Fee	780.00
12. EAM Project Management Services - Fixed Fee	22,035.00
13. EAM Technical Services - Fixed Fee	19,695.00
14. EAM Training Services - Fixed Fee	15,600.00

Enterprise Asset Management Services Subtotal	142,600.00 USD
Enterprise Asset Management Services Discount	- 23,800.00 USD
Enterprise Asset Management Services Total	118,800.00 USD

NAVILINE TO CLOUD

DESCRIPTION	TOTAL
15. Public Administration Project Management Services - Fixed Fee	1,365.00
16. Public Administration Technical Services - Fixed Fee	7,020.00

Naviline to Cloud Services Subtotal	8,385.00 USD
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Naviline to Cloud Services Discount	- 1,505.00 USD
Naviline to Cloud Services Total	6,880.00 USD

SERVICES SUMMARY

Services Subtotal	322,390.00 USD
Services Discount	- 56,070.00 USD
Services Total	266,320.00 USD

QUOTE SUMMARY

Software Subtotal	255,425.56 USD
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Services Subtotal	322,390.00 USD
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Quote Subtotal	577,815.56 USD
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Discount	- 92,979.14 USD
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Quote Total 484,836.42 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	218,516.42

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

PAYMENT TERMS:

ONE TIME FEES

- a. SaaS Subscription Cloud Start-Up Fees are due: 100% on the Execution Date.
- b. CentralSquare Fixed Fee Professional Services are due 50% upon execution and 50% upon completion.

RECURRING FEES

- c. The Annual Subscription Fee is due at Product Go-Live, and annually thereafter on the anniversary of the Product Go-Live date. For years two (2) through five (5), the Annual Subscription fees are subject to a 3% annual increase. Beginning in year six (6) the Annual Subscription fees are subject to a 5% annual increase.
- d. The Annual Access Fee is due: on the Execution Date, and annually thereafter on the anniversary of the Execution Date. For years two (2) through five (5), the Annual Access fees are subject to a 3% annual increase. Beginning in year six (6) the Annual Access fees are subject to a 5% annual increase.
- i. End Billing with Continued Support. Upon commencement of billing for the Annual Access Fee, Customer acknowledges the termination of the current maintenance billing structure for any legacy products that will be effectively replaced by modules listed in Exhibit 1. CentralSquare shall continue to provide Customer with Maintenance of these products until the transition to a new environment is complete, at which time Maintenance will be terminated.
- ii. Credit. A credit in the amount of the unused portion of Maintenance paid by Customer, if any, shall be applied towards Customers first Annual Access Fee. The unused portion of paid Maintenance will consist of the amount unused as of Execution Date.

Subscription Fees Annual Amounts over first 5 Years

<u>Year</u>	<u>Amount</u>	<u>Amount of 3% Uplift</u>
1	\$218,516.42	\$6,555.49
2	\$225,071.91	\$6,752.15
3	\$231,824.06	\$6,954.72
4	\$238,778.78	\$7,163.36
5	\$245,942.14	

ANCILLARY FEES

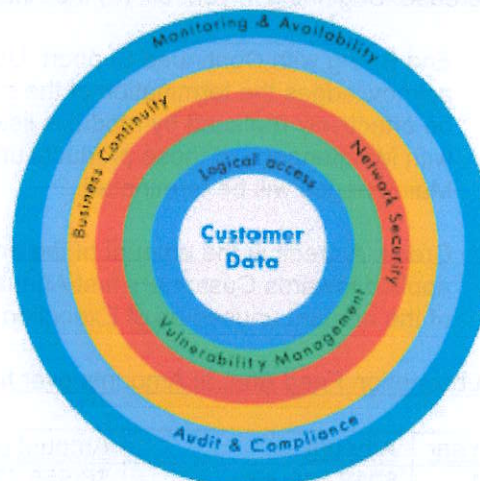
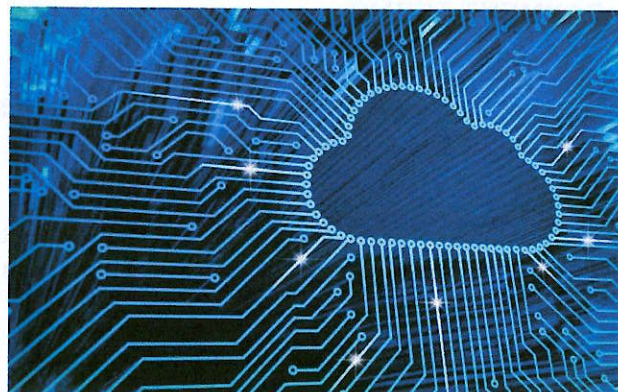
- e. Reimbursement of travel and living expenses will be governed by Exhibit 3 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.
- f. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- g. If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2

Support Standards

1. CentralSquare Cloud Security Program

- 1.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy and availability through multiple carriers.
- 1.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.
- 1.3. Testing, Audits & Compliance. third-party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.



2. Service Level Commitments

- 2.1. Target. In each Service Period, the target for availability of the Solutions is 99.9% ("Availability Target"). "Service Period" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.
- 2.2. Support Terms. Beginning on the Execution Date and continuing for twelve (12) months thereafter ("Initial Support Term"), CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("Renewal Support Term"). This renewal will continue until termination of this Agreement provided that, CentralSquare shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Term.
- 2.3. Measurement. Service availability is measured as the total time that the Solutions are available during each

Service Period for access by Customer ("**Service Availability**"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at CentralSquare's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

- 2.3.1.1. mutually agreed upon by CentralSquare and the Customer.
- 2.3.1.2. paid, installed and maintained by the Customer.
- 2.3.1.3. non-invasive and may not reside on CentralSquare's systems.

2.4. **Calculation.** Service Availability for a given month shall be calculated using the following calculation:

2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

2.5. **Remedy.** If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

2.6. If not directly reported by CentralSquare, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Customer shall not be entitled to offset any monthly Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.

3. Server Performance & Capacity.

3.1. CentralSquare shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

3.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

4. System Maintenance.

4.1. **Solutions maintenance and upgrades.** CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.

4.2. **Hardware maintenance and upgrades.** Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.

4.3. **Emergency maintenance.** Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

- 5. Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. CentralSquare will make commercially reasonable efforts to respond to Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the Solutions or results in loss, corruption or damage to Customer's Data.	CentralSquare will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the Solutions or materially restricts Customer's day-to-day operations.	CentralSquare will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the Solutions but a fault exists that restricts the Customer's use of the Solutions.	CentralSquare will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Solutions.	CentralSquare will respond within 24 hours of the issue being reported.	95%

- 5.1. **Measurement.** CentralSquare shall track and report on response and resolution time for application and hosting support issues identified by the Customer.
- 6. Disaster Recovery.** CentralSquare provides disaster recovery services for Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center is inaccessible or rendered non-functional, CentralSquare will provide the ability to connect to the appropriate data center using software provided by CentralSquare. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.
- 7. Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:
- 7.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.
 - 7.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.
 - 7.3. material changes made to the usage of the Solutions by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solutions.
 - 7.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.
- 8. Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved.
- 9. Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, CentralSquare will prioritize these requests, and determine if extra time is needed to order equipment or software.
- 10. Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.
- 10.1. **Maintenance.** All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.
- 10.2. **Incidents and service requests.** Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

11. Responsibility Summary Matrix.

Responsibility Summary Matrix		
Description	CentralSquare Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP third-party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at CentralSquare's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X
Security		
Intrusion and Penetration Testing	X	

12. **Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare. It will reside at Customer's location but is, and shall remain the property of CentralSquare.
13. **Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by CentralSquare. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.
14. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Solutions.
15. **Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. CentralSquare retains all Intellectual Property Rights in development work performed and Customer may request

consulting and development work from CentralSquare as a separate billable service.

16. Telephone Support & Support Portal

- 16.1. Hours. CentralSquare shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solutions or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including remote access to the Specified Configuration.
- 16.2. Releases. Customer shall promptly install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.
- 16.3. Case Number. Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a CentralSquare support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare's online support portal, and b) when CentralSquare's support representative assigns a case number and conveys that case number to the Customer.

EXHIBIT 3**Travel Expense Guidelines**

CentralSquare will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING – CentralSquare will use the most reasonable accommodations possible, dependent on the city. All movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

EXHIBIT 4**Minimum Insurance Requirements**

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for CentralSquare or around CentralSquare's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

EXHIBIT 5

Implementation Statement of Work

Project: Thomasville, NC – Community Development (Q-102100)

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning document, not the detailed requirements or design of the solution.

Project Start Date

Parties agree the Project Kickoff Meeting will be scheduled within thirty (30) days from the Effective Date of the Agreement.

Scope of Project

The project includes the CentralSquare core system Community Development as detailed in Appendix A of this SOW.

Services Scope

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation of the contracted products, with all components delineated in the Agreement. Details related to the activities for each application included in this project can be found in Appendix A of this SOW.

Project Teams

Project teams from all parties will include functional experts, technical resources, and decision makers. Resource management is critical to success, for all parties. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met. CentralSquare uses a RACI (Responsible, Accountable, Consulted, and Informed) chart to outline the expectations from each member of the team, from all parties. CentralSquare's RACI Chart can be found in Appendix B of this SOW.

Project Management Methodology

The implementation is conducted by a cross-functional team of experts from several departments within CentralSquare led by the assigned Project Manager. A phased approach to project management is followed to ensure the critical services are consistent and results are achieved. Phases include:

Initiation: This phase includes the contract execution and transition to the Service Delivery team. CentralSquare may schedule an all-team meeting to kick off the project. The kickoff meeting will include time for the project managers from both teams to review all contractual documentation and begin the process of finalizing the integrated project schedule.

Planning: During the planning phase, the project managers from both teams will meet to discuss all tasks and resources necessary to successfully complete implementation. The project team from CentralSquare will be finalized, project governance will be established, and a communications plan will be drafted and shared with the parties.

Deliverables during the planning phase include the integrated baseline project schedule, communications plan, resource plan, and governance plan.

Monitor and Control: Throughout the project, the project managers will work together on monitoring and controlling the overall project health. This includes regular status meetings/reports, quality reviews, managing risks/issues, and managing resources. Project managers will work together to manage the overall timeline, scope, and respective budgets, as well as ensuring the customer's objectives are being met along the way. Any items determined to be out of scope will be immediately addressed by Central Square and customer Project Manager.

Project governance is essential to establishing a decision making and communications model for the project. Key stakeholders will be identified by all parties and regular status meetings will be scheduled to review the project health, risks to timeline/budget, and issues that may block forward progress.

Deliverables during this phase include regular status reports, risk/issue log, regular stakeholder meetings, and all project schedule updates.

Project Close Out: The final stage of the project includes an introduction and transition to the Customer Support team and the Customer Success team. During transition, the project managers will work together to conduct an audit of tasks and deliverables associated with the project. Any mutually agreed upon delayed deliverables will be scheduled for post go-live and documented. Any contracted post go-live activities will be reviewed and scheduled as necessary before transition to Customer Support.

Implementation Methodology

CentralSquare Professional Service Consultants and Project Manager follow a standard implementation approach divided into stages throughout the course of the project. Several types of services and resources (defined herein) will be used during each stage to complete the necessary steps for successful deployment of the contracted services. The Services aligned to implementation include Consulting, Technical and Installation, Data Conversion, and Training. The implementation methodology is a four-stage approach that includes:

Analysis: During this stage of the implementation, CentralSquare Consultants will meet with the Customer's functional experts to review the current workflows of key functions impacted by this project and the contract software. Decisions related to configuration will be documented in the CentralSquare Decision Workbooks for each major product and delivered to the customer for review and concurrence. Where necessary, CentralSquare Data Conversion Specialists will meet with the data experts from the Customer and review the contracted elements for conversion. Deliverables during this stage include the Decision Workbooks for each product and the data mapping for conversion.

Configuration: Using the decisions documented in the Decision Workbooks during the Analysis stage, CentralSquare will begin work with the customer to configure the system. CentralSquare will also work with the customer functional experts, as needed, to configure interfaces and complete data conversion. All admin level workshops will be completed during the configuration stage of the project: Customer should ensure key project resources are available for consultation and workshops; and customer should be prepared to host training in adequate environments. Appendix A will define workshops specific to this project and deliverables as applicable during this stage.

Testing: It is expected there will be modifications to current customer processes to align to the functionality of the newly contracted products; as such, validation through appropriate reasonable testing at various stages is critical to a successful deployment. CentralSquare uses an iterative testing approach to ensure the configurations are properly set to achieve the desired outcomes. During the testing stage of the project, the project teams will work together to ensure workflows and business processes are aligned to the application functionality. Once testing is complete, application user training will begin (see the appendix for an overview of training included in this project). Deliverables during the testing stage include Test Plans and Go-Live Readiness assessments.

Deployment: Once the project passes the Go-Live Readiness assessment, final planning for Go-Live takes place. This will include completing end user training, defining a communications plan for Go-Live, and defining a Go-Live schedule that is mutually accepted. Deliverables during the deployment stage include a go-live plan, cutover schedule, and communications plan.

Professional Services

Consulting Services: Include both interactive and independent engagements with CentralSquare subject matter experts on the various applications and functions. Types of activities included in Consulting Services are customer workflow analysis, application workshops, and configuration assistance. Also included in the consulting activities are engagements aimed at supporting the customer with testing and go-live activities. More detail on the engagement related to Consulting Services related to this project can be found in Appendix A.

A successful consultation includes multiple platforms of learning and training; therefore, the customer will provide ample workspace in order to be successful in this type of engagement. Network connections, training facilities that include computers, projectors, Wi-Fi access, recommended network configurations in place, and scheduling considerations are imperative so that all who would benefit from collaboration and training may attend.

Technical Services: Provides technology consulting at the infrastructure layer including CentralSquare applications requirements for servers, operating systems, and other various supporting products like SQL and Active Directory. Technical Services are engaged in tasks related to interfaces and integration implementation configuration and knowledge transfer. Refer to Appendix A for contracted Technical Services.

Technical Services also includes activities related to hardware installation (as necessary) and the initial software installation of CentralSquare applications. This includes the services for the provisioning of additional environments for the contracted applications: application environments included in this contract are Production (Pre-Production during implementation), Training/Testing, and Data Conversion (where applicable).

- The Pre-Production environment will become the Production environment upon Go-Live. All activities related to configuration, testing, and training will take place in the Pre-Production environment. Prior to Go-Live, CentralSquare will scrub the Pre-Production environment of all training and testing data and prep for Production Go-Live.
- The Data Conversion environment will be provisioned to align with the Pre-Production environment. This environment will be used as a working/staging environment for data conversion activities during implementation. Once the data conversion activities are complete, the environment will be decommissioned.
- The Training/Test environment will be provisioned in the weeks leading up to Go-Live in an effort to minimize the additional work needed to keep environments aligned.

Once the Training/Testing environment has been completed, and the Production environment is live, the ongoing maintenance for configuration alignment between the two environments will be the responsibility of the Customer.

Communication

Project Status Cadence Meetings: Project status cadence meetings, scheduled as determined by the CentralSquare and Customer Project Managers, establish the status of the project; achievements over a defined iterative period, risk mitigation, issue review, and assurance of awareness of upcoming activities. Continuity in the meeting schedule is critical to early intervention of risks and issues. **Project Status and Issues/Risks Reporting:** In addition to the regularly scheduled Project Status Meetings, the CentralSquare Project Manager provides two key types of reports as part of the Communication Plan.

The Project Status Report, distributed to key stakeholders at a frequency to be determined based on the needs of the Customer (typically bi-weekly or monthly), summarizes milestones completed, as well as recent and upcoming project activity.

The Issues Log updated continually by the CentralSquare Project Manager, tracks entry and management of project issues identified by CentralSquare or the Customer. Log entries include status updates, action items, and responsibilities of both parties. Risks and issues tracking log adjustments are mutual agreement by the CentralSquare and Customer Project Manager.

The Customer and CentralSquare agree that the individuals designated in the final project plan are essential to the services offered pursuant to this Agreement. The Customer and CentralSquare should anticipate challenging issues to arise throughout the implementation process due to the nature and complexity of projects of this type. For expedient remedying of challenging issues, the Customer and CentralSquare will use the following dispute resolution process.

All communication regarding the project directed to CentralSquare's Project Manager and the Customer's Project Manager maintain consistent communication between the parties. Regularly scheduled project status meetings maintain open communication between the CentralSquare and Customer Project Manager.

All issues or concerns are to be openly and actively discussed between CentralSquare's Project Manager and the Customer's Project Manager prior to any escalation.

If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare Project Manager should escalate challenges to senior management representatives.

Escalation to CentralSquare management is as follows:

Customer will provide escalation personnel to CentralSquare Project Manager during Kick-Off phase of the project.

Data Conversion Services: CentralSquare uses an iterative and collaborative approach to data conversion. This includes the initial data analysis, data mapping, and performing sample conversions for validation prior to executing the final conversion into Production. CentralSquare will provide training on the proper use of CentralSquare's data mapping tools to the customer's appropriate staff. CentralSquare consultants will work with the customer to ensure a thorough understanding of the validation requirements necessary to evaluate converted data for completeness and accuracy. Finally, CentralSquare Data Conversion Consultants will provide a final plan for converting data into the Production environment aligned to the Go-Live schedule and will review this plan with the appropriate customer staff.

For a successful data conversion, the customer will provide the necessary dataset in one of the following formats: SQL, Microsoft Excel, Microsoft Access, or delimited flat file. While CentralSquare will collaborate with the customer staff on the best practice approach to validation of converted data, it is ultimately the responsibility of the customer to ensure the validation is prioritized for timely completion and data is verified for accuracy. Up to three iterations of translation, conversion, and review are performed for each dataset; therefore, it is imperative to have sufficient time allotted for effective review at each iteration. Detailed documentation in writing will be required from the customer staff for any discrepancies or issues found during the data review. See Appendix A for the data conversion contracted for this project.

Training Services

Utilizing a global methodology for user training across all product lines ensures the preparation, documentation, and delivery of training is effective across all of CentralSquare branded core applications, add-ons, and interfaces. Training sessions can occur through multiple vehicles such as live-online, e-learning on demand, and face-to-face classroom settings. CentralSquare Consultants work with customer administration and subject matter experts to establish a training plan to include the course objectives, schedule, location(s), and participants.

CentralSquare provides a hands-on, interactive approaches to user training: End-User and Train-the-Trainer.

- End-Users are defined as employees who will access the application(s) on a regular basis to perform their daily activities. End-User classes incorporate various functions based on realistic scenarios focused on process using the applications inherent tools to ensure productive use of the system at and after Go-Live. Topics in End-User courses will include data entry, searching, reporting, and application navigation.
- Train-the-Trainer courses are designed to prepare the Customer's trainers to conduct End User training. CentralSquare uses a teach and teach-back approach for Train-the-Trainer to allow for our Consultants to evaluate the Trainer's knowledge and ability to convey methodology appropriate to the use of the CentralSquare applications.

Successful trainings rely on the customer to dedicate assigned personnel to attend sessions limiting the interruptions of normal work duties. To ensure training is most successful the Customer will provide appropriate classrooms, facilities, connectivity (networks and lines to data terminals), devices with system software installed, and related equipment/materials to support each training class. With a hands-on and interactive approach to training, every effort should be made to include one full-function workstation per student, one full-function workstation for the instructor, necessary projection equipment, a whiteboard, and network connectivity. Every attendee should have the prerequisite skill sets, operations knowledgebase, and dedicated time to complete follow-up tasks after the completion of the training. See Appendix A for an overview of End-User training associated with this project.

APPENDIX A: Application Deployment Strategies

PRODUCT: COMMUNITY DEVELOPMENT

Analysis:

To begin, we jointly perform a comprehensive analysis of your current state processes related to core system functionality. In this stage we also begin the process of data conversion by analyzing your legacy data. Significant tasks include:

<i>Major Task</i>	<i>Description</i>
Business Process Review	Consultant meets with different areas of Community Development reviewing and analyzing all key business processes. All sessions will be discussions on processes relating to that area within Community Development. Deliverable: Community Development Formal BPR Report and Recommendations.
Workbook Introduction	The consultant will introduce and walk through the workbooks which will be used to capture the existing state of the client's applicable Community Development modules.
Data Migration Mapping	The consultant will work closely with the agency's legacy data expert, to review the source data and map it to the proper target data field in Community Development

Monitor & Control:

During this phase, the consultant has become familiar with your configuration requirements, processes, and current workflows. With this knowledge, we will deliver your configured system and converted legacy data into your new pre-production environment. Next, our consultant will provide guidance as you begin iterative testing that will continue throughout the remainder of the implementation. Also, our data conversion team guides you through testing your converted data and Admin training begins. Significant tasks include:

<i>Major Task</i>	<i>Description</i>
The Work-Booking Process	The Consultant will work with the client remotely across multiple sessions to refine the workbooks to a final state of acceptance.
System Configuration	CentralSquare Technologies configures system according to signed Decision Workbooks. Client provides additional information as needed.
Python Scripting and Geo Database Delivery	The GIS Specialist builds Python scripting by GEOTYPE (example: Parcel, Address, Street) based on the Land Management Workbook to gather required data to populate the appropriate Community Development database tables for initial delivery and installation at the client's site. Upon completion of the scripting, the GIS Specialist delivers the GEO database to the Database Specialist for inclusion in the initial delivery of the client's testing database.
Configuration Validation	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.
Admin Skills Workshops	Training classes, designed as hands-on workshops, include building code tables, picklists, system settings, and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority. Please see below for more details.

<i>Modules included</i>	<i>Definition of Module</i>
Property Data & Ownership Management	<p>Land Management is at the heart of our system, providing comprehensive land data obtained from the assessor's office to ensure accuracy. Users can conduct a preliminary screening of a property and then link a project, permit, or code complaint case directly through Land Management.</p> <p>Combined with industry-leading GIS technology, users receive the power of database technology with digital maps and aerial photos to provide a graphical view of the land record. This allows the</p>

agency to be proficient in performing spatial analysis (i.e., recognizing areas with several code violations, expiring permits, different zoning criteria) by obtaining the reporting information graphically on the map.

CAPABILITIES INCLUDE:

- View any related County Assessor data
- View related records associated with a parcel
- View GIS details with a single click
- See all subdivisions, land splits, annexations, and site mergers
- View owner details
- Create a permit, project, case or license on a land record
- Control parcels, buildings, addresses, and street segments
- Add a warning or lock down a land record
- Manage property inspections
- Define address naming conventions
- Research property and building details
- Print owner merge letters and notifications
- Execute dynamic queries
- Keep historical records

Planning & Zoning

Planning & Zoning manages the workflow for all types of projects, from application to review and approval. The system records all assigned actions and any conditions of approval for future evaluation. Attachment capability allows users to scan plans with mark-ups and link them as part of a project's history.

A time clock function automatically schedules critical points along a project's timeline. This ensures all reviewers stay on target. User-definable screens allow administrators to easily create additional screen templates to track and record unique information.

CAPABILITIES INCLUDE:

- Track phone calls, emails, or letters
- Track reviews in timesheet
- Project review cycles and notes
- Attach different iterations of plans with mark-ups
- Inspection tracking
- Contact management
- Conditions for approval maintained on project
- Detailed reports for fee information, project tree, and more
- Event scheduler for meeting dates, e. g., Planning Commission
- Automatic assignment of reviews
- Unique fee schedule for each application type
- Track engineering and public works projects
- Direct interface to GIS for project management
- Issue multiple permits from a single project

Permitting & Inspections

- Create annexations and subdivisions

Streamline your agency's permitting process by tracking the unique workflows for all types of permits. The Permitting module captures everything your users need, from contact management, related permits, plan review tracking, inspector scheduling, and financial details.

Permits tracked in this module are customized according to your agency's workflow requirements, including permit type, status queues, valuation details, review types, action types, customizable screens, inspection requirements, and fee schedules. Your agency can incorporate unique procedures to ensure timelines are met efficiently, reports are executed properly, and managers are alerted when necessary.

CAPABILITIES INCLUDE:

- Unique workflow for each permit type
- Schedule inspectors by region, permit type, or inspection type
- Review related cases, projects, sites, or permits
- Compare multiple permits side by side
- Manage permit reviews and conditions
- Unlimited user-defined search options
- Warning flags for outdated contractor licenses
- Copy/duplicate information from another permit
- Require previous inspections
- Create unique job valuations
- User-defined standard comments
- Incorporate unique fee schedules
- Issue permit forms and Certificates of Occupancy
- Use inspection checklists
- Generate public Twitter notifications of permit activity

Code Compliance

Code Compliance provides incident and activity management while tracking the workflow for all types of code enforcement activities, from the time a complaint is received through resolution of the incident. When a complaint or violation is entered on a property, Code users have the option to lock down the parcel record and place a flag on all records associated with the property.

Users can maintain contact information and attach images and documents to each issue. Administrators can create user-defined screens to track and record information unique to your agency. This data can be merged into reports, forms, and other documents.

CAPABILITIES INCLUDE:

- Create cases from GIS map
- Lock down parcel when certain case types are created
- Track all activity dates
- Follow multiple violations on a code case
- Incorporate all code text into TRAKiT for easy reference
- Attach photos and letters to records
- Email notifications
- Link to different records
- Create Case Details report

**Business & Regulatory
Licensing**

- Repeat important dates
- Protect all information from non-officer staff
- Track all phone calls, emails, or letters
- Capture unique information on user-defined screens
- Identify addresses using Google street view
- Generate notice of violations and warning letters

Licensing issues and tracks a variety of license types, including animal, business, and facilities. Your agency can tailor several fields to your needs, including license types, classification codes, ownership types, and more. At a glance, users can quickly review all information pertinent to a specific record.

The system maintains insurance details to track workers' compensation, liability insurance, and state business licensing information. Automatic batch processes can send out renewal notices before due dates, and the system processes renewal fees. Reports can display the number of unresolved licenses and show any fees collected.

CAPABILITIES INCLUDE:

- Maintain all contact information associated with a license
- Allow for online management for citizens
- Custom-tailored fields and screens
- Manage all activities and reviews
- Batch process for renewal notices
- Proration and penalty fees automatically calculated
- Assign conditions for a business
- Associate fees unique to each license type
- Move licensee information into AEC TRAK directory
- Link license to a specific parcel
- View records related to a license, e.g., permit
- Attach documents and photos
- Track all insurance and registration information
- Check off educational courses completed
- Unique licensing requirements and workflows

**Directory for Architects,
Engineers & Contractors**

AEC Entity provides instant access to all information associated with people who frequently have business with the agency, as it relates to permits and projects. Any type of professional can be tracked, including architects, engineers, contractors, and surveyors to name a few. Common information associated with these contacts can be viewed quickly from a single screen.

You can access license and insurance information, associated contacts, and related records from AEC Entity. Simply look up the professional or business to associate them as a contact in another module. As a result of AEC's directory integration, users will be prompted prior to adding contacts if there is a warning flag or any outdated insurance information.

CAPABILITIES INCLUDE:

- Contractors can pay fees for associated permits
- All insurance carrier information can be inserted
- Warning flags prompt users about expired information
- Preview all associated records with the contact

*Customer Relations
Management*

- Chronologically track any communication with contractors
- Maintain license information
- Link to business license information
- Track multiple insurance carriers
- Attach photos and proof of insurance to records
- Internet link provided for state licensing information
- Send emails or text message to individuals
- Add new permits and projects from the AEC record
- Restrict information from certain users

The CRM module provides the tools you need to quickly capture and manage citizen issues. Users can effectively monitor, and track issues received through the phone or internet. The system logs opened and closed issues as well as their exact location. Users can also link recurring issues and complainants to ensure issues are handled in an appropriate manner.

Workflow activity tracking is designed with built-in processing and features to help users resolve various issues presented by their citizens. Administrators can customize workflows according to pre-existing or new processes. Users can identify the exact location of an incident by using the GIS map.

CAPABILITIES INCLUDE:

- Route issues for response
- Filter search results
- Link issues to existing cases or permits
- Capture complainant details
- Use GIS map for pin-pointing exact location
- Audit log to ensure staff accountability
- Transfer workflows into other applications within the agency
- Built-in workflow functionality
- Auto-send emails or letters
- Create a code enforcement case from a reported incident
- Run reports to determine response times
- Track all details associated with the work order
- View entire history of the location
- Route workflows to different departments

*Online Portal for
Contractors & Residents*

eTRAKiT is a public facing portal that provides access to permit, project, license, code, land, and inspection information. Citizens can request inspections, pay fees, upload plans apply for permits and much more through eTRAKiT.

eTRAKiT offers different profile permissions including anonymous searching as well as restricted access to additional details based on the user's role. Contractors have additional functions that enable them to request inspections for their projects. Additionally, if your jurisdiction uses outside plan review agencies or inspectors, eTRAKiT enables them to use back office functions through the portal such as entering results or uploading files.

FEATURES

- Apply for permits, projects, and licenses online

- Schedule inspections and review online
- Update license information and pay renewal fees
- Upload application details and submit plans online
- Access to records based on user permissions and profile
- Map-based parcel and address search based on jurisdictions GIS.
- Configure your online portal to match your municipal website
- Outside agencies including plan reviewers and external inspectors can enter data online in an Agency Center
- Contractors have access to record details specific to their role with a historical view of their accounts
- Online payment plugins for variety of payment providers including
 1. Authorize.Net
 2. CardConnect
 3. CardKnox
 4. CSJ (JetPay)
 5. Elavon (Converge)
 6. PayFlowLink (PayPal)
 7. Paymentus
 8. USA ePay
 9. CentralSquare Payments

Mobiles

Inspectors and officers can carry information about permits, code enforcement cases, and related inspections on their iPad, Android, or smartphone. Inspectors can modify the inspection status, enter inspection results and notes, schedule inspections, and more, all while in the field.

The Mobiles app allows remote users the flexibility to use CentralSquare from an iPad or Android device even without a constant wireless connection.

Mobile PDA allows access to the same details provided in the office, from smaller devices such as smartphones and tablets.

FEATURES

- Result scheduled inspections
- Use standard comments
- Modify, schedule, and route inspections
- View attachments
- View and update contact information
- View fee details
- To-do list of inspections for defined date range
- Add a warning or hold to a property
- View custom screens unique to each record type and add information
- Mapping location uses
- Microsoft Bing
- Find permits, projects, cases, or licenses through ad hoc search functionality
- Contractor access to request inspections
- Inspection checklists
- Play recorded messages
- Send notifications via email

Admin Skills Workshops

Workshop training classes, designed as hands-on workshops, include building code tables, picklists, system settings, and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority, these workshops kick off the application configuration process for designated project committee members. These classes generally are limited to six participants (or as determined by mutual agreement of the CentralSquare and Customer Project Managers) and should be attended by those responsible for maintaining user information and code tables, as well as by subject-matter experts in the specific application area. Class time focuses on beginning the building process under the guidance of the assigned CentralSquare trainer, as well as to discuss CentralSquare recommendations regarding potential configuration options as identified during the Functional Analysis Workshop.

Class Title	# of Classes	Training Type	Intended Audience	Topics	Location
Subject Matter Expert Training	1	Hands-on, Instructor-led Training	System Admins, Client SMEs & Core Team Members	General Navigation, Overview of each module is included, review of client's testing strategy	Remote
Admin Training	1	Hands-on, Instructor-led Training	System Admins	Covers all modules, designed to train local administrators of the system and covers all areas of configuration with the system	Remote

CUSTOM REPORT DEVELOPMENT:

The Report Development team will work directly with the Client to identify reports to be created. The reports will be chosen by the client in conjunction with the number of hours available for this task. CentralSquare will scope the requested reports and assign hours to each. The Client will then choose and prioritize the reports that are to fit into the available hours. Hours assigned to each report will include specifications, development of the report, and modifications (within scope). Delivery of the reports will be made as they are completed and approved.

DATA CONVERSION:

The data conversion process will start with mapping the client's legacy data from Naviline into the Community Development production database format. The process includes three major data refreshes, including the final cut-over for Go Live and any number of minor changes to correct small issues, such as spelling or placement of data within Community Development. The conversion program will be designed to run while the target database is in full operation; however, because of the volume of data being processed, it will be ideal to execute the conversion during a window of minimal usage. Data conversion contracted for this project includes:

<i>Modules To be Converted</i>	<i>Definition of Module</i>
Permitting	Legacy permit data currently in the local government agency's current system of record. Generally, this is data representing the agency's construction or remodeling projects for properties within the agency's jurisdiction. It is intended to ensure that the project plans comply with local, state, and national building and construction regulations
Planning & Zoning	Legacy planning & zoning data currently in the local government agency's currently system of record. Generally, this is data representing the agency's development and design of land use and the built environment, including air, water and the infrastructure passing into and out of the agency's jurisdiction. It is intended to ensure that the land use and zoning changes comply with local standards for land use, zoning, and urban planning

Code Compliance	Legacy case data currently in the local government agency's current system of record. Generally, this is data representing the agency's regulatory compliance violations for properties within the agency's jurisdiction. It is intended to ensure that the properties conform to the rules and standards set forth in the agency's municipal code of ordinances
Business & Regulatory Licensing	Legacy business licenses data currently in the local government agency's current system of record. Generally, this is data representing the agency's Regulatory Licenses, which are permits issued by the agency that allow individuals or companies to conduct business within the agency's jurisdiction. It is intended to ensure that the businesses conform to the rules and standards set forth in the agency's municipal code of ordinances and/or the state's regulatory rules
Land Parcel Management	The land parcel data commonly includes details of the ownership, precise location, dimensions, and value of individual parcels of land, within the agency's jurisdiction. It is intended to provide comprehensive land details obtained from the agency's source GIS system or Assessor's office, to ensure accuracy
Customer Relations Management	Legacy data that contains historical communications primarily from property owners within the agency's jurisdiction and generally consists of questions, issues, or complaints
Entity Management	The entity data commonly includes details of individuals and businesses that interact with the agency, on a regular recurring basis. It is intended to provide the agency with a quick reference source of contractor, engineer and tradesmen that can be linked to activities within the Community Development system

INTEGRATION/INTERFACES:

Integrations and/or interfaces Included in this project include:

Integration/Interface	Use of System	Type / Frequency	Import/ Export	Interface Method / Future Functionality
Financial Batch Export	Queries system for payments and creates a file to be processed in a 3 rd party GL	Batch / Nightly	Export	SQL Stored Procedure & SSRS Report
Land Parcel Management Update Routine	Ensures the land parcel data within the system, stays up to date	Batch / Nightly	Import	File Based DLL
Bluebeam	Opens and saves PDFs within the system for plans review and markup	On Demand		File Based DLL
Online Payment Gateway <see Note * a. below>	Interface for credit card payment processing	On Demand	Import/ Export	File Based DLL
Over the Counter Payment Gateway Note * b. below <see	Interface for credit card payment processing	On Demand	Import/ Export	File Based DLL

Notes:

* Client will need to contract with a new payment provider, to accept payments over the counter (OTC) and/or online and provide credentials to CentralSquare within 30 days of project initiation.

a. Supported online Payment Providers

- i. Authorized.Net
- ii. USA ePay
- iii. Elevon (Converge)
- iv. PayFlowPro (PayPal)
- v. Paymentus

- vi. Cardknox
- vii. CardConnect
- viii. CSI (JetPay)
- ix. CentralSquare Payments
- b. Supported over the counter Payment Providers
 - i. Paymentus
 - ii. Cardknox

Testing:

Testing will assess your team's readiness for Go Live. This includes knowledge transfer, end user training, and change management significant tasks include:

Major Task	Description
Testing	The testing phase is an iterative process, conducted by the client, to help the consultants check the quality of the legacy data conversion and review the configuration decisions made during the discovery phase of the project. This phase is especially important to ensure a smooth transition before the system launches.
Go Live Support	This session will be used to provide support for Go Live. The topic will be determined by client needs. See <i>Go Live</i> below.

TRAINING:

Within Testing and Deployment, End-user training is completed.

End-User Training

End-user training provides hands-on, process-based instruction focusing on key tasks related to users' job responsibilities. With the decision to choose CentralSquare facilitated training, an instructor provides training on the chosen contracted solutions. End-user classes incorporate extensive activities based on realistic scenarios focusing on processes and tools within the applications for productive use of the system at and after Go-Live. These classes generally are limited to 10-12 participants (or as determined by mutual agreement of the CentralSquare and Customer Project Managers). Agendas for each module will be based on specific configuration and workflows established during the implementation. Topics in end-user classes will include data entry, searching, reporting, and application navigation.

Core Solution	# of Classes	Training Type	Intended Audience	Topics	Location
End User Training	1	Hands-on, Instructor-led Training	All Users of the ComDev System	General Navigation, End to end training of each module based on the specific configuration and workflows established during the implementation	Remote

Other Training Events

Training Type	# of Classes	Training Type	Intended Audience	Topics	Location
Data Querying	1	Hands-on, Instructor-led Training	Data SMEs	How to create ad-hoc reports using tools within the application.	Remote

Deployment:

Starts with the completion of your production environment. Then, we conduct a mock Go Live. Finally, once both teams agree on readiness, we Go Live. Significant tasks include:

<i>Major Task</i>	<i>Description</i>
Configure Production Environment	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.
Plan Cutover Schedule and Communications	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.
Execute Go Live	The Client transitions from their legacy system to the Community Development system and conducts their normal day-to-day business.
Go Live Support	This session will be used to provide support for Go Live. The topic will be determined by client needs. <i>See Go Live below.</i>

GO LIVE (additional information):

CentralSquare offers a variety of Go-Live services to augment the Customer's staff during the transition from the legacy product to the CentralSquare solution. Included in this project, the Project Managers will work together to create a Go-Live Plan to include a schedule of events, resource allocation, communications plan, and issue log. Additionally, CentralSquare will support the Go-Live with the following services:

Type of Resource; Role	Number of Days	Onsite or Remote
Consultant: Supporting staff during go live event	2	Remote
CentralSquare Project Manager; Supporting project during go live event	As Needed	Remote

Definitions:

Key Deliverables	Description	Frequency	Owners
Project Management Plan	Guides the project management team to monitor and control expectations, budget, scope, schedule, communication, and quality.	Finalized during the Planning phase during discussions about Project team and timeline	CentralSquare Project Management Team
Project Schedule	Identifies tasks to be completed during the life cycle of the project including the key SOW tasks, resources, durations, milestones, and delivery dates	An updated schedule will be provided as needed	CentralSquare Project Mgr. and Customer Project Manager
Communication Plan	Describes the key project team members from CentralSquare and Customer Executives to Subject Matter Experts, includes, roles and responsibilities, and contract information	Provided at Kick-off and updated as required	CentralSquare Project Manager
Decision Workbook	Workbook that contains customer decisions regarding processes and system configurations.	Provided at Kick-off and updated as required	CentralSquare Consultant
Monthly Status Report	Following regular status meetings, the CentralSquare PM will provide an updated status report	Determined by Customer need during kickoff	CentralSquare Project Manager and Customer Project Manager
Issues Log	Tracks risks and issues, Assignments, progress, mitigation strategies, due dates, and other relevant information for managing risks and issues	Determined by Customer need during kickoff	CentralSquare Project Manager and Customer Project Manager

Risk Register	Classifies the risk based on probability and impact to the overall project and develops mitigation and response plans, where appropriate.	Maintained throughout the course of the Project	CentralSquare Project Manager and Customer Project Manager
Implementation Guide	End-to-end summary of engagements that make up the CST implementation.	Provided at Kick-off and referred to throughout the project	CentralSquare Project Manager
Test Workbook	Workbook that contains all test and assessment cases completed during the implementation.	Provided at Kick-off and updated as required	CentralSquare Project Manager
Go Live Plan	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.	A draft will be provided prior to Go-Live, reviewed with the Customer, and finalized for distribution to stakeholders	CentralSquare Project Manager and Customer Project Manager
Services to Support/CSM Project Closeout Report	The delivery of formal closing documents as part of acceptance includes completed project artifacts outlined above, change order summary, lessons learned and recommendations, risk and issues log, customer support transition plan, and description of steady state operations.	Provided at the end of the project	CentralSquare Project Manager

APPENDIX B: RACI Chart

<ul style="list-style-type: none"> Responsible (Who is/will be doing this task?) Accountable (Who is the decision maker?) Consulted (Anyone/stakeholders that can talk about it.) Informed (Whose work depends on this task/needs to be kept up to date?) 	Sales		Project Management		RMO		Service Delivery						GIS		Cloud Services		Cust Success	Support	Customer			
	Account Executive	PMO Senior Leadership	PM Manager	Project Manager	RMO Leadership	Resource Planner	SD Senior Leadership	SD Manager	Trainer	Consultant	Installation Specialist	Data Conversion Specialist	GIS Manager	GIS Specialist	Cloud Team Leadership	Cloud Team	Cust Success Manager	Support Analyst	Customer Sponsor	Customer PM	Cust Functional Leads	Customer SME's
Phase 1: Initiation																						
Assigning a Project Manager			R, A	I				I														
Sending Introductory Email to Customer				R, A				I													I	
Performing Contract / Project Setup and Intelligence Review			C	R, A				I														
Sizing a Project for Velocity			C	R, A				C														
Requesting an Implementation Guide			C	R, A																		
Building Project Folder				R, A																		
Building Initial Draft of Project Artifacts			C	R, A																		
Initially Contacting Third Party Vendors				R, A																		
Requesting Work From the Cloud Team				R, A				I							I	I						
Sending Welcome Package to Customer				R, A					I										I	I	I	I
Conducting Sales to Service Transition Call	C		C	R, A				C	I	I	I	I	C	I		I						
Initially Calling Customer				R, A					I										I	C	I	I
Drafting Initial Project Timeline				R, A		I		C		I									I	C	C	C
Completing Project Initiation Checklist				R, A															I	C	C	C
Phase 2: Planning																						
Performing Project Kickoff	I	I	C	R, A			I	C	C	C	C	C	C	C	I	I			C	C	C	C
Scheduling Resources			I	C	C	R		A, C	I	I	I	I	C	I		I						
Reviewing Project Plan with Customer				R, A						I									I	C	C	C
Receiving Project Plan Customer Signoff		I	I	R, A	I	I	I	I	I	I	I	I	I	I	I	I			C	C	C	C
Completing Project Planning Checklist				R, A															I	C	C	C
Phase 3: Monitor & Control																						
Conducting Cadenced Status Meetings				R, A					C	C	C	C		C		C				C	C	C
Completing Monthly Status Reporting		I	I	R, A			I	I	C	C	C	C	I	C	I				I	I		
Performing Issue Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			I	C	C	C
Performing Risk Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			C	C	C	C
Performing Change Control Management				R, A															C	C	C	C
Performing Change Management				C															R, A	R	R	R
Performing Project Health Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			I	C	C	C
Performing Executive Stakeholder Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			C	C	I	I
Preparing for Go-Live		I	C	R, A			I	C	C	R	R	C	C	C	C	C	I	I	I	C	C	C
Conducting Go-Live	I	I	C	R, A			I	C	C, R	R	R	R	C	R		R			I	C	C	C
Stage 1: Analysis																						
Workflow Analysis			I	I			I	C	C	R	A	C	C	C					I	C	C	C
Analyze Technical and Functional Requirements			I	I			I	C	C	R	A	C	C	C					I	C	C	C
Data Migration Mapping			I	I			I	C	I	A	C	R	C	C					I	C	I	C
Stage 2: Configuration																						
Build Environment				I			I	I	I	A	R		C	C					I	I	C	C
Configure Environment									C	R	C		C	C					I	I	C	C
Unit Testing				A						R	C		C	C					I	I	C	C
Administrative Workshops									R	C			I	I					I	I	C	C
Data Conversion				I			I		A	C	R		I	C					I	I	I	I
Stage 3: Testing																						
Testing				I			I		R	C										I	C	C
Fix Issues and Retest				I			C		R	A	C										C	C
System Sign-Off			A				I		R	C			I	C					I	C	C	C
Knowledge Transfer/User Training				I			I	R														
Go-Live Readiness				A			I		R										I	I	I	I
Stage 4: Deployment																						
Configure Production Environment			I	I			I	I		C	R										C	C
Plan Cutover Schedule and Communications				R					C	C	C								I	C	C	C
Pre-Launch Testing							I		R	C												
Go-Live + Communication		I	C	R			C		C	C									I	I	I	I
Phase 4: Closeout																						
Completing Transition to Support and CSM		I	I	R, A			I	I	I	I	I	I	I	I			R	R		C	C	C
Delivering Post Go-Live Items				R, A					R	R	R	R		R								
Performing Post Go-Live Issue Resolution				R, A					R	R	R	R		R		R		R				
Conducting Closeout Meeting with Customer				R, A															I	C	C	C
Performing Contract Reconciliation				R, A					I													
Completing Lessons Learned		I	C	R, A	I	C	I	C	C	C	C	C	C	C	I	C	I	I				
Archiving Project Folder				R, A																		
Performing Management Review			C	R, A																		
Closing Project in OpenAir				R, A																		
Completing Project Closeout Checklist				R, A																		

APPENDIX C: Cloud Services

CentralSquare and Customer will conduct the following as part of this project.

SAAS

Tasks	Name	Description	Customer Role	CentralSquare Role
1.	Creation	Initial Creation of CentralSquare's Community Development software	<ul style="list-style-type: none"> Attend Discovery Call 	<ul style="list-style-type: none"> Discovery Call Complete install and data migration
2.	Test Account Creation	Test Account Creation is the creation of the test account which is cloned from the pre-production environment.	<ul style="list-style-type: none"> Validate Account 	<ul style="list-style-type: none"> Create Test Account

Assumptions

- CentralSquare will migrate all Customer data into the Community Development database and confirm that the Community Development software's primary system functions are available.
- CentralSquare will install the Community Development software into our Public Government Cloud environment, managed by our Cloud services team centers and provide access to the Customer through a standard URL. We will also provide a VPN device to access the URL to secure Customer required third-party integrations identified for this project.
- CentralSquare will complete all work remotely
- CentralSquare will create one (1) Production Account and one (1) Test Account as part of the Agreement. Additional accounts will require additional hours added under separate quote by mutual written agreement at CentralSquare's prevailing rates.

Roles and Responsibilities

CentralSquare:

- Load files and perform initial configuration of all licensed CentralSquare applications, including base and add-on modules, and interfaces to third-party applications. Configuration includes activating appropriate modules, table set up, and selection of mandatory configuration settings based on combination of CentralSquare applications purchased.
- Set up test environment as mirror copy of the production environment.
- Conduct a test to verify that CentralSquare applications have been installed and configured successfully, operating properly, and are ready to begin the implementation and configuration process. Note: Not all CentralSquare components may be ready at this point, for a full test, but a reasonable effort ensures CentralSquare components are ready for the next step in the process. CentralSquare installation services will ensure that all needed components are prepared and ready prior to conducting subsequent activities for the specific application area according to the agreed upon Project Schedule.

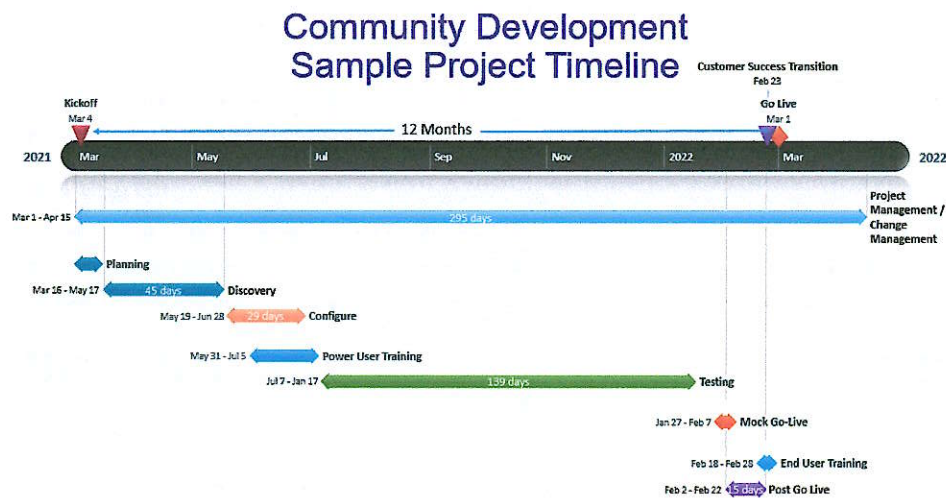
Customer:

- Participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.
- Provide access to Customer's servers (including third-party) as required for CentralSquare Technical Lead and Application Installation Consultant to perform installation and migration tasks.
- Attend knowledge transfer sessions focusing on how to prepare workstations or mobile computers to run CentralSquare applications.

APPENDIX D: SAMPLE Implementation Timeline & Project Plan

Below is an example of CentralSquare's proposed timeline and project plan with proposed dates. Actual dates will be mutually agreed between both Customer & CentralSquare Project Managers.

Sample Project Timeline



Sample Project Plan

Task Name	Notes	Duration	Start	Finish
Upgrade Schedule				
Initiation				
Sales to Service Transition Call	Deliver Project Initiation checklist to client.	1 hr	Wed 9/1/21	Wed 9/1/21
Notifying the Cloud Team	Creates a plan for Central Square's Cloud Team to spin up servers for client and schedule initial installation.	0.5 hrs	Thu 9/2/21	Thu 9/2/21
Project Timeline - Initiation & Scheduling	Creation of draft upgrade schedule and tentative scheduling for resources.	0.5 days	Thu 9/2/21	Thu 9/2/21
Project Timeline - Initiation	Creation of draft upgrade schedule and tentative scheduling for	2 hrs	Thu 9/2/21	Thu 9/2/21
GeoTRAK Update Routine - Scheduling	Scheduling plan and resource for GTUR	1.5 hrs	Thu 9/2/21	Thu 9/2/21
Citizen Engagement - Scheduling	Scheduling plan and resource for Citizen Engagement	4 hrs	Thu 9/2/21	Thu 9/2/21
Fusion - Scheduling	Scheduling plan and resource for fusion services	2 hrs	Thu 9/2/21	Thu 9/2/21
AnalyticsNOW Scheduling	Scheduling plan and resource for AnalyticsNOW	1 hr	Thu 9/2/21	Thu 9/2/21
Project Initiation Checklist	Central Square provides the client with a Project Initiation Checklist containing actions required by the client.	0.13 days	Wed 12/4/19	Wed 12/4/19
Project Initiation Checklist - Internal		1 hr	Wed 12/4/19	Wed 12/4/19
Project Initiation Checklist - External		0 hrs		
Project Timeline - Sign Off	Central Square provides the client with a draft timeline to review, provide feedback & sign-off.	0.5 hrs	Thu 9/9/21	Thu 9/9/21
Planning				
Kick off Meeting	Client call to review SOW and next steps. Discuss questions related to Project Initiation Checklist.	1 hr	Mon 9/6/21	Mon 9/6/21
Monitoring & Controlling				
Initial Migration				
Initial Migration - .NET Data	Data Conversion resource to review and complete conversion of TRAKIT.NET database to Community Development	10 days	Wed 9/8/21	Wed 9/22/21
Initial Migration - GeoTRAK Update Routine	Data Conversion Specialist reviews and updates client's existing LandTRAK script	16 hrs	Wed 9/8/21	Fri 9/10/21
Initial Migration - Custom Reports Conversion	CentralSquare completes conversion of 10 custom SSRS reports or as noted in the contract	40 hrs	Wed 9/15/21	Wed 9/22/21
Installation - Pre-Prod		1 day	Fri 9/10/21	Mon 9/13/21
GIS Re-configuration - Pre-Prod		8 hrs	Fri 9/10/21	Mon 9/13/21
Fusion Installation - Pre-Prod	CentralSquare will setup pre-production instance of requested fusion services	4 hrs	Fri 9/10/21	Mon 9/13/21
AnalyticsNOW Installation - Pre-Prod	CentralSquare will setup pre-production instance of AnalyticsNOW	3 hrs	Fri 9/10/21	Mon 9/13/21
Initial Migration Testing		9.25 days	Tue 9/14/21	Tue 9/28/21
Initial Migration - Client Testing	Client to test initial migration and all related integrations. CentralSquare will provide client with a high-level testing checklist, and recommends client create detailed test plan to ensure application, reports, forms, mail merge documents, 3rd	0 hrs	Tue 9/14/21	Tue 9/14/21
Initial Migration Cut-Off	Client creates tickets for any issues found during initial migration testing by this date	0 hrs	Tue 9/21/21	Tue 9/21/21
Initial Migration - Issue Resolution	CentralSquare resources will work through issues documented in Freshdesk to provide resolutions.	1 day	Wed 9/22/21	Thu 9/23/21
GIS Re-configuration - Issue Resolution		2 hrs	Mon 9/27/21	Tue 9/28/21
Fusion Testing		4 hrs	Thu 9/16/21	Fri 9/17/21
Citizen Engagement - Consolidated Console Training		4 hrs	Fri 9/17/21	Mon 9/20/21
Installation - Test	CentralSquare install team will provide a test instance of the Community Development environment with all relevant integrations to allow testing of configuration changes or software updates before implementing in live system.	2.5 days	Tue 9/28/21	Thu 9/30/21
GIS Re-configuration - Pre-Prod		4 hrs	Tue 9/28/21	Tue 9/28/21
Fusion Installation - Test	CentralSquare will install all requested fusion services in test environment	4 hrs	Thu 9/30/21	Thu 9/30/21
AnalyticsNOW Installation - Test	CentralSquare will install all AnalyticsNOW in test environment	3 hrs	Thu 9/30/21	Thu 9/30/21
Business Process Optimization (BPO)	The purpose for a Business Process Optimization is to review current workflows and to determine how to improve	17.63 days	Tue 9/28/21	Fri 10/22/21
Business Process Optimization (BPO) - Planning & Prep	Consultant prepares for Business Process Optimization using the prep checklist.	1 hr	Tue 9/28/21	Tue 9/28/21
Business Process Optimization (BPO)	On-site training divided between instruction and guided experimentation	24 hrs	Thu 10/7/21	Tue 10/12/21
Business Process Optimization (BPO) - Follow-up	Consultant completes a formal BPO write-up.	2 hrs	Wed 10/13/21	Wed 10/13/21
Business Process Optimization (BPO) - Configuration	Consultant configures test system based upon optimization changes determined during BPO.	11 hrs	Wed 10/20/21	Fri 10/22/21
Spatial Rules				
Spatial Rules - Workbook Introduction		18.88 days	Wed 10/20/21	Tue 11/16/21
Spatial Rules - Workbook Review 1st		3 hrs	Wed 10/20/21	Thu 10/21/21
Spatial Rules - Workbook Review 2nd		3 hrs	Thu 10/28/21	Thu 10/28/21
Spatial Rules - Configuration		3 hrs	Thu 11/4/21	Thu 11/4/21
		22 hrs	Thu 11/11/21	Tue 11/16/21
AnalyticsNOW				
AnalyticsNOW - Overview	Pre-training preparation meeting	30.13 days	Thu 10/7/21	Thu 11/18/21
AnalyticsNOW - Administration Training	Training select admin users on backend configuration of report writing product	4 hrs	Fri 10/8/21	Fri 10/8/21
AnalyticsNOW - Report Writing Training	On-site training divided between instruction and guided experin	32 hrs	Tue 11/2/21	Mon 11/8/21
AnalyticsNOW - Project Management	Follow up after between trainings with client and consultant, review of after action reports, management of follow up items.	1 hr	Tue 11/9/21	Tue 11/9/21
AnalyticsNOW - Workshop or Report Development	Client option for 32 hours for an on-site guided workshop or an additional 32 hours of report development	32 hrs	Tue 11/9/21	Mon 11/15/21
AnalyticsNOW - Training Review	Remote follow up session with AnalyticsNOW consultant for refresher training, questions, or issue resolution.	4 hrs	Wed 11/17/21	Thu 11/18/21
AnalyticsNOW - Training Followup	Consultant after action	4 hrs	Thu 11/18/21	Thu 11/18/21
AnalyticsNOW - Project Management	Follow up after on site training with client and consultant, review of after action reports, management of follow up items.	1 hr	Thu 11/18/21	Thu 11/18/21
Spatial Rules Testing				
Spatial Rules - Client Testing	Client to test optimization	7 days	Wed 11/17/21	Fri 11/26/21
Spatial Rules - Cut-Off	Client creates tickets for any issues found during initial migration testing by this date	0 hrs	Wed 11/24/21	Wed 11/24/21
Spatial Rules - Issue Resolution	CentralSquare resources will work through issues documented in Freshdesk to provide resolutions.	8 hrs	Thu 11/25/21	Fri 11/26/21

SME Training		11.25 days	Fri 10/15/21	Mon 11/1/21
SME Training - Planning	Client project manager attends and participates in meeting to review plan for onsite SME Training. Central Square Technologies consultant/trainer reviews plan with client based	0.5 hrs	Fri 10/15/21	Fri 10/15/21
SME Training - Prep	Consultant/Trainer prepares for SME Training using the prep checklist	0.5 hrs	Fri 10/15/21	Fri 10/15/21
SME Training	Client's SMEs attend and participate in training on how to use & test the delivered system.	32 hrs	Mon 10/25/21	Fri 10/29/21
SME Training - Citizen Engagement		2 hrs	Fri 10/29/21	Fri 10/29/21
SME Training - Fusion		10 hrs	Fri 10/29/21	Mon 11/1/21
SME Training - Follow Up	Consultant/Trainer completes the SME Training Followup checklist	1 hr	Mon 11/1/21	Mon 11/1/21
Optimization Testing	Consultant delivers test plan to the client. Consultant will inform client to log issues identified during the testing phase through CentralSquare's issue tracking system. CentralSquare Resources will work to resolve issues	7 days	Tue 11/2/21	Thu 11/11/21
Optimization - Client Testing	Client to test optimization	0 hrs	Tue 11/2/21	Tue 11/2/21
Optimization - Cut-Off	Client creates tickets for any issues found during initial migration testing by this date	0 hrs	Tue 11/9/21	Tue 11/9/21
Optimization - Issue Resolution	CentralSquare resources will work through issues documented in Freshdesk to provide resolutions.	1 day	Wed 11/10/21	Thu 11/11/21
Go Live Readiness		1.25 days?	Mon 11/15/21	Tue 11/16/21
Go Live Checklist Complete		1 day?	Mon 11/15/21	Tue 11/16/21
GIS - Confirmation	GIS Tickets & Final GIS Site Review	1 hr	Mon 11/15/21	Mon 11/15/21
GeoTRAK Update Routine - Confirmation	confirming go live readiness for GTUR	1.5 hrs	Mon 11/15/21	Mon 11/15/21
Citizen Engagement - Confirmation	confirming go live readiness for Citizen Engagement	2 hrs	Mon 11/15/21	Mon 11/15/21
AnalyticsNOW - Confirmation	confirming go live readiness for AnalyticsNOW	0.5 hrs	Mon 11/15/21	Mon 11/15/21
Fusion - Confirmation	confirming go live readiness for all Fusion services	2 hrs	Mon 11/15/21	Mon 11/15/21
Testing Phase Ends	Client provides confirmation via email/Testing End Letter System Testing has been completed for Community Development and all related integrations. Once Client confirmation received, CentralSquare to start preparation for	0.5 hrs	Tue 11/16/21	Tue 11/16/21
Final Delivery Revisions List	Client will provide CentralSquare with a new list of issues identified during the testing phase.	1 hr	Tue 11/16/21	Tue 11/16/21
GeoTRAK Update Routine - Final	Data Conversion Specialist reviews and updates client's existing LandTRAK script	2 hrs	Tue 11/16/21	Tue 11/16/21
Final Delivery		0.5 days	Wed 11/17/21	Thu 11/18/21
Final Delivery - Data Migration	CentralSquare will provide responses/corrections to the issues submitted by the Client. The data migration is being completed in the pre-production account by the Data Conversion Team	1 hr	Wed 11/17/21	Wed 11/17/21
Final Delivery - Client Testing		0 hrs	Wed 11/17/21	Wed 11/17/21
Final Delivery - Configuration	the BPO configuration is moved from the test account to the pre-prod account by the Consultant Team. This will be the final configuration used once the client is live.	2 hrs	Wed 11/17/21	Wed 11/17/21
GIS - Issue Resolution	CentralSquare resources will work through issues documented in Freshdesk to provide resolutions.	4 hrs	Wed 11/17/21	Thu 11/18/21
End User Training	CentralSquare will train all end users during the coordinated timeframes. By completion of training, all end users will be utilizing the latest release of TRAKIT.	14.25 days	Thu 11/4/21	Wed 11/24/21
End User Training - Planning	Client attends meeting to plan end user training.	0.5 hrs	Thu 11/4/21	Thu 11/4/21
End User Training - Prep	Central Square Technologies prepares for end user training based on End User Training Prep checklist.	0.5 hrs	Wed 11/17/21	Wed 11/17/21
End User Training	CentralSquare will train all end users during the coordinated timeframes. By completion of training, all end users will be utilizing their upgraded version of TRAKIT.	24 hrs	Thu 11/18/21	Tue 11/23/21
End User Training - Citizen Engagement		2 hrs	Tue 11/23/21	Tue 11/23/21
End User Training - Fusion		10 hrs	Tue 11/23/21	Wed 11/24/21
Project Closure		3.13 days	Thu 11/25/21	Tue 11/30/21
Go Live	CentralSquare resource(s) onsite to complete end-user training and take TRAKIT live.	3.13 days	Thu 11/25/21	Tue 11/30/21
Transition to Live	CentralSquare will process data for Go Live and deliver back to the Client's environment as outlined in the Go Live Readiness	1 hr	Fri 11/26/21	Fri 11/26/21
Go Live Support - Project Management		1 day	Mon 11/29/21	Tue 11/30/21
Go Live Support - Onsite		16 hrs	Thu 11/25/21	Mon 11/29/21
Go Live Support - GIS	GIS consultant will provide remote support to assist with any issues or questions during go live	2 hrs	Mon 11/29/21	Mon 11/29/21
End User Training and Go Live - Followup	Consultant/Trainer completes the End User Training Followup checklist.	1 hr	Tue 11/30/21	Tue 11/30/21

Implementation Statement of Work

Project: Thomasville, NC NaviLine Cloud Modernization

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning document, not the detailed requirements or design of the solution.

Project Start Date

Parties agree the Project Kickoff Meeting will be scheduled within thirty (30) days from the Effective Date of the Agreement.

Scope of Project

The project includes NaviLine Cloud Modernization, as detailed in Appendix A.

Out of Scope

Any request to add any tasks not listed in Appendix A will incur additional costs. All services will be provided remotely.

Services Scope

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation of the contracted products, with all components delineated in the Agreement. Details related to the activities for each application included in this project can be found in Appendix A.

Project Teams

Project teams from all parties will include functional experts, technical resources, and decision makers. Resource management is critical to success, for all parties. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met.

Change Requests and Changes to this Scope of Work

The Customer and CentralSquare may request a change to this scope of work by following the process outlined in the Agreement.

Either party may request changes in scope. Such a request is honored by the parties only if it becomes a formal Change Order. Customer will work with CentralSquare to document all requested changes in a change request form ("Change Order Form").

The change order will provide sufficient detail including the following.

- Detailed description of resources (both Customer and CentralSquare) required to perform the change.
- Specifications if applicable
- Implementation plans
- Schedule for completion
- Verification and approval criteria
- Impact on current milestones and payment schedule
- Additional milestones (if applicable)
- Impact on project goals and objectives
- Price

Either CentralSquare or Customer management may propose a change by submittal of a Change Request to the other party. The other party has seven (7) business days (or as mutually agreed upon) to determine whether it agrees to the Change Request. If both parties agree to the Change Request, the change will become a Change Order documented and

signed by both parties. If agreement to pursue a Change Order does not occur in seven (7) business days of the initiation of the Change Request (or as mutually agreed upon), it is assumed that the Change Request has been rejected and any remaining issues will be identified on the Issues Log and/or follow the above-mentioned dispute resolution process.

APPENDIX A: THOMASVILLE, NC NAVILINE CLOUD MODERNIZATION

Overview:

To begin, we jointly perform a comprehensive analysis of your current state processes related to core system functionality. In this stage we also begin the process of data conversion by analyzing your legacy data. Significant tasks include:

<i>Major Task</i>	<i>Description</i>
<i>Kick Off</i>	Remote meetings with customer project manager and IT staff, to review current environment and integrations. Complete the Technical Requirements Checklist in preparation for migration to hosted environment.
<i>New Cloud Hosted Environment</i>	
<i>Installation</i>	CentralSquare Technical Resource installs Customer licensed CentralSquare software in new hosted environment. This will include NaviLine core modules, C2G3, Fusion and Cognos Analytics.
<i>Go Live Preparedness</i>	CentralSquare will stand up the new cloud environment and will conduct a test to verify that CentralSquare applications have been installed and operating properly. The Customer will participate in planning activities (conference calls, email) and test the new environment.
<i>Transition to New Hosted Environment</i>	Transition will occur when has been installed and fully tested.

GO LIVE:

CentralSquare offers a variety of Go-Live services to augment the Customer's staff during the transition from the legacy product to the CentralSquare solution. Included in this project, the Project Managers will work together to create a Go-Live Plan to include a schedule of events, resource allocation, communications plan, and issue log. Additionally, CentralSquare will support the Go-Live with the following services:

Type of Resource; Role	Number of Days/Hours	Remote
Project Manager; Go Live Preparation Meeting		Remote
Technical Consultant; Go Live Support	2 Days	Remote

Implementation Statement of Work

Project: Thomasville NC, Enterprise Asset Management (EAM)

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning and general guidance document, not the detailed requirements or design of the solution (which will occur after contract signing).

Project Start Date

Parties agree the Project Kickoff Meeting will be scheduled within sixty (60) days from the Effective Date of the CentralSquare Solutions Agreement.

Services Scope

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation.

Functional Groups

The Enterprise Asset Management solution will be implemented for the City for the following functional groups:

- Water Distribution
- Sewer Collection
- Treatment Plants
- Stormwater Drainage
- Streets
- Parks
- Facilities
- Sanitation
- Fleet
- Warehouse Inventory

Project Teams

Project teams from all parties will include functional experts, technical resources, and decision makers. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met. CentralSquare uses a RACI (Responsible, Accountable, Consulted, and Informed) chart to outline the expectations from each member of the team, from all parties. A sample RACI Chart can be found below.

Project Management Methodology

The implementation is conducted by a cross-functional team of experts from several departments within CentralSquare led by the assigned Project Manager. A phased approach to project management is followed to ensure the critical services are consistent and results are achieved. Phases include:

Initiation: This phase includes the contract execution and transition to the Service Delivery team. CentralSquare may schedule an all-team meeting to kick off the project. The kickoff meeting will include time for the project managers from both teams to review all contractual documentation and begin the process of finalizing the integrated project schedule.

Planning: During the planning phase, the project managers from both teams will meet to discuss all tasks and resources necessary to successfully complete implementation. The project team from CentralSquare will be finalized, project governance will be established, and a communications plan will be drafted and shared with the parties.

Deliverables during the planning phase include the integrated baseline project schedule, communications plan, resource plan, and governance plan.

Monitor and Control: Throughout the project, the project managers will work together on monitoring and controlling the overall project health. This includes regular status meetings/reports, quality reviews, managing risks/issues, and managing resources. Project managers will work together to manage the overall timeline, scope and respective budgets, as well as ensuring the customer's objectives are being met along the way. Any items determined to be out of scope will be immediately address by Central Square and customer Project Manager.

Deliverables during this phase include regular status reports, risk/issue log, regular stakeholder meetings, and all project schedule updates.

Project Close Out: The final stage of the project includes an introduction and transition to the Customer Support team and the Customer Success team. During transition, the project managers will work together to conduct an audit of tasks and deliverables associated with the project. Any mutually agreed upon delayed deliverables will be scheduled for post go-live and documented. Any contracted post go-live activities will be reviewed and scheduled as necessary before transition to Customer Support.

Implementation Methodology

CentralSquare Professional Service Consultants and Project Manager follow a standard implementation approach divided into stages throughout the course of the project. Several types of services and resources (defined herein) will be used during each stage to complete the necessary steps for successful deployment of the contracted services.

Installation:

CentralSquare Cloud Services team will deploy the EAM environment in the appropriate Amazon Web Services (AWS) region and generate the City's master configuration profile. This configuration includes the various backend account information the EAM uses, accounts for the City to remote to the "Desktop Utilities Machine", and the EAM software version to be used. This information is stored in a secure, client-specific storage "bucket" that only the EAM automated provisioning system can access.

CentralSquare will execute an AWS Cloud-formation script that takes all configuration information and automates the creation of the Customer's entire environment (network, firewall rules, hosts, database, load balancers, etc.) to best optimize the hosting environment for the EAM. Once the environment is up, CST will perform connectivity tests to ensure the environment is functioning properly.

Participation in the Installation task will include CST Project Manager, CST Cloud Specialist and the City's IT Subject Matter Expert.

Analysis:

During this stage of the implementation, CentralSquare Consultants will meet with the Customer's functional experts to review the current workflows of key functions impacted by this project and the contract software. In this stage we also begin the process of data conversion by analyzing your legacy data. Significant tasks include:

<i>Major Task</i>	<i>Description</i>
<i>Business Process Review</i>	Workshop meetings with different areas of EAM reviewing and analyzing all key business processes. All sessions will be discussions on processes relating to that area within EAM.
<i>Workflow setup</i>	The consultant will use a work-bookings process to gather the required inputs for all possible workflow combinations within the Work modules. Categories help organize work by organizational division and asset type, Problems define the reason work is being done, Tasks identify the actions taken and Causes capture the reason the Problem occurred.
<i>GIS Integration</i>	The technical consultant will configure a basic GIS View to track X-Y coordinates associated to a work order. GIS Asset synchronization setup is not included.

Major Task	Description
<i>Data Migration Mapping</i>	The process of mapping legacy data to the destination module in the CentralSquare EAM system. This includes vertical asset data migration as well as core Workflow setup configuration data.

Configuration:

Finalizing the EAM configuration will be a collaborative process driven by the functional requirements discovered during the business process review and through consultative engagements between CentralSquare staff and the customer's Subject Matter Experts. Significant tasks include:

Major Task	Description
<i>System Configuration</i>	The consultant will build the initial configuration based on the Business Process Review and Workflow Setup activities. Further refinement of the system configuration will be performed collaboratively with subject matter experts from each functional group.
<i>Vertical Assets</i>	A workbook process will be used to gather all vertical assets to be loaded into EAM. Hierarchy definitions by park and / or facility location will be assigned through this process to allow for easy drill-down navigation of the assets. The EAM Import & Update tool will then be used to load the vertical assets and hierarchy relationships into the respective modules.
<i>Configuration Validation</i>	The consultant will work with the system administrator to develop an Acceptance Test Plan to verify the configured EAM meets the stated functional requirements.
<i>Admin Skills Workshops</i>	Training classes, designed as hands-on workshops, include building code tables, picklists, system settings, and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority. Please see below for more details.

Admin Skills Workshops:

The System Administrator training classes are designed as hands-on workshops, include building code tables, picklists, system settings, web dashboard / form / view configuration and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority, these workshops help define the application configuration process for designated project committee members. These classes should be attended by those responsible for maintaining user information and code tables, as well as by subject-matter experts in the specific application area. Class time focuses on configuration under the guidance of the assigned CentralSquare trainer, as well as to discuss CentralSquare recommendations regarding potential configuration options as identified. Details on the training agenda will be defined in the Training Plan.

Class Title	Training Type	Intended Audience	Topics	Location
System Admin Training	Instructor-led	System Admins	System Settings Web Configuration Work Flow Setup Security Import & Update GIS Map Setup	Remote

Data Conversion

The data conversion process is a one-time import of data from the customer's current system of record into EAM. The Import & Update tool is used for loading data into the EAM from ODBC, OLE, ASCII-delimited text, and XML sources. CST will evaluate data for suitability for migration.

Data conversion contracted for this project includes:

**Data Types To be
Converted** **Definition of Data Types**

Work Orders	<i>Legacy work order data for Fleet from the customer's current system of record, Naviline. Generally, this data represents the detailed tracking of work tasks, organizational assignments, resource cost tracking, and asset / location information.</i>
Warehouse	<i>Legacy warehouse and parts inventory information from the customer's current system of record. Generally, this data represents the detailed tracking of parts inventory costing and on-hand quantities in specific warehouse locations</i>

Integration / Interfaces:

Integrations are addressed on a case-by-case basis; we develop Integration Design Documents that define how systems should communicate and share information. These documents are used to prepare detailed scopes to develop, test, and implement designed integrations based on the City's defined requirements. Integrations and/or interfaces contracted for this project include:

Integration/ Interface	Use of System	Type / Frequency	Import/ Export	Interface Method
Naviline Service Orders	Interface to import Naviline Service Orders to EAM Work Orders and update the Service Order Status in Naviline when the Work Order is closed in EAM.	Daily / Weekly / Monthly / As needed	Import / Export	EAM Import & Update Tool / Naviline Fusion API
Naviline Water Meters	Interface to import Meter Locations from Naviline to EAM Water Meter Set Locations, and push updates from EAM to Naviline when Meters are installed using the EAM 'Install Meter' toolkit and when Meter Devices are replaced using the EAM 'Replace Meter' toolkit.	Daily / Weekly / Monthly / As needed	Import / Export	EAM Import & Update Tool / Naviline Fusion API
ESRI GIS	Includes configuration of a basic GIS View for X-Y coordinate tracking on work orders. GIS Asset sync to EAM not included.	N / A	N / A	Web services

Testing:

Testing will assess your team's readiness for Go Live. It is an iterative process, conducted by the client, to verify the configured EAM meets the stated functional requirements. This phase is especially important to ensure a smooth transition at go-live. Significant tasks include:

Testing Tasks	Definition
Planning	CST will work with the System Administrator to develop an Acceptance Test Plan to verify the configured EAM meets the stated functional requirements. This Plan will include user test scripts covering the various EAM functions
Issue Tracking	CST will collaborate with the System Administrator to maintain a log of issues, configuration problems, and software malfunctions identified during testing
Issue Resolution	CST will work collaboratively to resolve all such issues, problems and malfunctions to the customer's satisfaction
Acceptance Testing	System Administrator will perform acceptance testing to ensure acceptance criteria items have been addressed, and certify EAM is ready for "go-live"

Training:

CentralSquare will ensure the preparation, documentation, and delivery of training is effective across all of CentralSquare branded core applications, add-ons, and interfaces. CentralSquare Consultants work with customer administration and subject matter experts to establish a training plan to include the course objectives, schedule, location(s), and participants.

End-User Training:

End-user training provides hands-on, process-based instruction focusing on key tasks related to users' job responsibilities. A CentralSquare instructor provides materials and facilitates training on the chosen contracted solutions. End-user classes incorporate extensive activities based on realistic scenarios focusing on processes and tools within the applications for productive use of the system at and after Go-Live. Topics in end-user classes will include data entry, searching, reporting, and application navigation. End-user training will be delivered in a Train-the-Trainer approach. Details on the training agenda will be defined in the Training Plan.

Core Solution	Training Type	Intended Audience	Topics	Location
Overview Training	Instructor-led Training	System Administrators SMEs End Users	EAM Overview Dashboards Forms / Views Document Control	Remote
Work Requests	Instructor-led Training	System Administrators SMEs End Users	Customer Information Request Information	Remote
Work Orders	Instructor-led Training	System Administrators SMEs End Users	Status Tracking Workflow Setup Resource Tracking Assets / Locations	Remote
Preventive Maintenance	Instructor-led Training	System Administrators SMEs	Workflow Setup Scheduling Resource Cost Estimates Work Templates Assets / Locations	Remote
Assets	Instructor-led Training	System Administrators SMEs End Users	Attribute editing	Remote
Asset Inspections / Readings	Instructor-led Training	System Administrators SMEs End Users	Condition Assessment Readings / Monitoring	Remote
Pavement Analysis	Instructor-led Training	System Administrators SMEs	Pavement Setup Pavement Inspections Street Maintenance Model Runs	Remote
GIS	Instructor-led Training	System Administrators SMEs End Users	Show in Map Create Request in Map Create Work Order in Map Add XY from Map	Remote

Deployment:

Once the project passes the Go-Live readiness assessment, final planning for Go-Live takes place. This will include completing the staging of the production environment, defining a communications plan for Go-Live, and defining a Go-Live schedule that is mutually accepted significant tasks include:

Major Task	Description
Configure Production Environment	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.
Plan Cutover Schedule and Communications	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.
Execute Go Live	The transition from the legacy system to the EAM system. Conducts normal day-to-day business with the new system.
Go Live Support	This session will be used to provide support for Go Live. The topic will be determined by client needs.

Sample RACI Chart

- **Responsible** (Who is/will be doing this task?)
- **Accountable** (Who is the decision maker?)
- **Consulted** (Anyone/stakeholders that can talk about it.)
- **Informed** (Whose work depends on this task/needs to be kept up to date?)

- **Responsible** (Who will be doing this task?)
- **Accountable** (Who is the decision maker?)
- **Consulted** (Anyone/stakeholders that can talk about it.)
- **Informed** (Whose work depends on this task/needs to be kept up to date?)

	Sales	Project Management			PMO	Service Delivery							GIS	Cloud Services		Cost Success	Support	Customer			
Account Executive	PMO Senior Leadership	PM Manager	Project Manager	PMO Leadership	Resource Planner	SD Senior Leadership	SD Manager	Trainer	Consultant	Validation Specialist	Data Conversion Specialist	GIS Manager	GIS Specialist	Cloud Team Leadership	Cloud Team	Cost Success Manager	Support Analyst	Customer Sponsor	Customer PM	Customer Functional Leads	Customer SMEs
Phase 1: Initiation																					
Assigning a Project Manager			R, A	I			I														
Sending Introductory Email to Customer				R, A			I														
Performing Contract / Project Setup and Intelligence Review			C	R, A			I														
Sizing a Project for Velocity			C	R, A			C														
Requesting an Implementation Guide			C	R, A																	
Building Project Folder				R, A																	
Building Initial Draft of Project Artifacts			C	R, A																	
Initially Contacting Third Party Vendors				R, A																	
Requesting Work From the Cloud Team				R, A			I							I	I						
Sending Welcome Package to Customer				R, A					I												
Conducting Sales to Service Transition Call	C		C	R, A			C	I	I	I	I	C	I		I				I	I	I
Initially Calling Customer				R, A					I										I	C	I
Drafting Initial Project Timeline				R, A	I		C		I										I	C	C
Completing Project Initiation Checklist				R, A															I	C	C
Phase 2: Planning																					
Performing Project Kickoff	I	I	C	R, A			I	C	C	C	C	C	C	I	I				C	C	C
Scheduling Resources			I	C	C	R		A, C	I	I	I	C	I		I						
Reviewing Project Plan with Customer				R, A					I										I	C	C
Receiving Project Plan Customer Signoff		I	I	R, A	I	I	I	I	I	I	I	I	I	I	I				C	C	C
Completing Project Planning Checklist				R, A															I	C	C
Phase 3: Monitor & Control																					
Conducting Cadenced Status Meetings				R, A					C	C	C	C		C		C				C	C
Completing Monthly Status Reporting		I	I	R, A			I	I	C	C	C	C	C	I	C				I	I	
Performing Issue Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			I	C	C
Performing Risk Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			C	C	C
Performing Change Control Management				R, A															C	C	C
Performing Change Management				C															R, A	R	R
Performing Project Health Management		I	C	R, A			I	C	C	C	C	C	C	I	C				I	C	C
Performing Executive Stakeholder Management		I	C	R, A			I	C	C	C	C	C	C	I	C				C	C	I
Preparing for Go-Live		I	C	R, A			I	C	C	R	R	C	C	C	C		I		I	C	C
Conducting Go-Live	I	I	C	R, A			I	C	C	R	R	R	C	R		R			I	C	C
Stage 1: Analytics																					
Workflow Analysis			I	I			I	C	C	R	A	C	C	C					I	C	C
Analyze Technical and Functional Requirements			I	I			I	C	C	R	A	C	C	C					I	C	C
Data Migration Mapping			I	I			I	C	I	A	C	R	C	C					I	C	I
Stage 2: Integration																					
Build Environment				I			I	I	I	A	R		C	C					I	I	C
Configure Environment									C	R	C		C	C					I	I	C
Unit Testing				A					R	C			C	C					I	I	C
Administrative Workshops									R	C			I	I					I	I	C
Data Conversion				I			I		A	C	R	I	C						I	I	I
Stage 3: Testing																					
Testing				I			I			R	C									I	C
Fix Issues and Retest				I				C		R	A	C								C	C
System Sign-Off				A			I			R	C		I	C					I	C	C
Knowledge Transfer/User Training				I					R												
Go-Live Readiness				A			I			R										I	I

Stage 4: Deployment																						
Configure Production Environment			I	I			I	I		C	R										C	C
Plan Outover Schedule and Communications				R					C		C	C								I	C	C
Pre-Launch Testing									I		R	C										
Go-Live + Communication			I	C	R				C		C	C								I	I	I
Phase 4: Closeout																						
Completing Transition to Support and CSM			I	I	R, A			I	I	I	I	I	I	I			R	R			C	C
Delivering Post Go-Live Items				R, A					R	R	R	R		R								
Performing Post Go-Live Issue Resolution				R, A					R	R	R	R		R			R					
Conducting Closeout Meeting with Customer				R, A																I	C	C
Performing Contract Reconciliation				R, A																		
Completing Lessons Learned			I	C	R, A	I	C		I	C	C	C	C	C	C	I	C	I	I			
Archiving Project Folder				R, A																		
Performing Management Review				C	R, A																	
Closing Project in OpenAir				R, A																		
Completing Project Closeout Checklist				R, A																		

**AN ORDINANCE AMENDING
TRAFFIC AND VEHICLES ORDINANCES OF THE CITY
BY THE CITY COUNCIL OF THE CITY OF THOMASVILLE**

- The City Council finds that the City of Thomasville Code of Ordinances **Chapter 78-468, Schedule 8: Stop intersections**, should be amended as follows:

Add the following intersections at which a stop is required before entering, as provided in sections 78-124 and 78-125:

**Fisher Ferry Rd from Brooke Ridge Dr.
Freemont Dr from Freemont Court.
Harmon Dr. from Hazy Ln.**

- The City Council finds that the City of Thomasville Code of Ordinances **Chapter 78-470, Schedule 10: Parking prohibited at all times** should be amended as follows:

Add: Cates Av, West Side; from a point 152' south of E. Guilford St to a point 216' south of E. Guilford St.

- The City Council finds that the City of Thomasville Code of Ordinances **Chapter 78-490, Schedule 30, Twenty-five miles per hour** speed zones on streets in the State Highway System should be amended as follows:

Add the following street or portions thereof shall be subject to the 25-mile per hour speed limit provided by [section 78-74](#):

Freemont Court to terminus

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

This Ordinance shall be effective September 19, 2022.

CITY OF THOMASVILLE

By: _____
Raleigh York, Jr., Mayor

Attest: _____
Wendy S. Martin, City Clerk

[SEAL]

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

SECTION 6. Order of Business (This section revised 01/18/22)

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

Discussion/Adjustment of Agenda

Items that have been placed on the agenda through the Committee and Briefing meeting process may not be removed during this portion of the agenda, with the exception that the City Manager may request adjustments to the agenda to add items where a delay may cause operational issues or remove items due to changed circumstances. City Council votes to accept the agenda as is or as modified.

Proclamations and Recognitions

Public Comments

Public Hearings

Consent Agenda (to include Approval of the Minutes)

Consent agenda allows for a single vote of the Council to approve multiple items of which the City Council has determined that they are all in agreement. Consent agenda is generally established at the Briefing Meeting. At the beginning of the Consent Agenda, any Council member may request the removal of any item on the consent agenda. If this request is made, the item shall be placed at the end of the Regular Agenda for action.

Regular Agenda

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

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

An item on regular agenda may be tabled to a future meeting or sent back to Committee for further review and discussion. This requires a majority vote of the Council. This may be done either before the item is heard for discussion or after discussion, but before a vote to approve or deny the item.

LIGHT UP THE HOLIDAYS ROAD CLOSURE ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF THOMASVILLE that the following section is adopted as the Light Up The Holidays Road Closure Ordinance, to be included in the Code of Ordinances, City of Thomasville, Section 78. Traffic and Vehicles, Article I. In General.

The Code of Ordinances, City of Thomasville, North Carolina, is hereby amended by amending Sec. 78-22. Light Up The Holidays Road Closure, and it shall read in its entirety as follows:

Article I. In General
Sec. 78-22. Light Up The Holidays Road Closure

The City Council of the City of Thomasville, pursuant to the authority granted by G.S. 20-169, does hereby declare a temporary road closure during the date and time set forth below on the following described portion of a State Highway System route:

Date: November 19, 2022, the Saturday before Thanksgiving
Time: 2:00 P.M. – 9:00 P.M

Streets to be closed:

- East Main Street from Salem Street to Intersection at Memorial Park Drive; and
- All of Commerce Street.

This ordinance shall be in effect when signs are erected giving notice of the limits and times of the celebration and implementation of adequate traffic control to guide through vehicles around the celebration area.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Adopted this 19th day of September, 2022.

CITY OF THOMASVILLE

By: _____
Raleigh York, Jr., Mayor

ATTEST:

Wendy S. Martin, City Clerk

THOMASVILLE CHRISTMAS PARADE ROUTE ROAD CLOSURE ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF THOMASVILLE that the following section is adopted as the Thomasville Christmas Parade Route Road Closure Ordinance, to be included in the Code of Ordinances, City of Thomasville, Section 78. Traffic and Vehicles, Article I. In General.

The Code of Ordinances, City of Thomasville, North Carolina, is hereby amended by adding Sec. 78-21. Thomasville Christmas Parade Route Road Closure, and it shall read in its entirety as follows:

Article I. In General

Sec. 78-21. Thomasville Christmas Parade Route Road Closure

The City Council of the City of Thomasville, pursuant to the authority granted by G.S. 20-169, does hereby declare a temporary road closure during the date and time set forth below on the following described portion of a State Highway System route:

Date: December 10, 2022

Time: 9:00 A.M. – 2:00 P.M

Roads closed: Julian Avenue from Main Street to Sunrise Avenue;
East and West Main Street from Underpass to MLK; and
East Main Street Southside from Morrison to Underpass

This ordinance shall be in effect when signs are erected giving notice of the limits and times of the celebration and implementation of adequate traffic control to guide through vehicles around the celebration area.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Adopted this 19th day of September, 2022.

Raleigh York, Jr., Mayor

ATTEST:

Wendy S. Martin, City Clerk

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The City of Thomasville has need for and intends to construct, plan for, or conduct a study in a project described as Sewer Asset Inventory and Assessment to video and analyze the condition of sewer mains and other sewer infrastructure within the City of Thomasville and conduct flow analysis on the sewer system; and a Sewer Rehabilitation project on sewer outfalls, collectors, manholes, and laterals that discharge to the North Hamby Creek Outfall, the Rains Road Pump Station, and the Northside pump station, and

WHEREAS, The City of Thomasville intends to request State loan and/or grant assistance for the project,

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

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

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

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

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

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

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

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

Adopted this the 19th of September, 2022 at Ball Park Community Center, Thomasville, North Carolina.

(Signature of Chief Executive Officer)

(Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Thomasville does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City of Thomasville duly held on the 19th day of September 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of September 2022

(Signature of Recording Officer)

(Title of Recording Officer)

CONTRACT FOR PURCHASE AND SALE OF PROPERTY

THIS CONTRACT FOR PURCHASE AND SALE OF PROPERTY (this "Contract") is made and entered into as of the Effective Date (as defined in Section 19(l) below), by and between **John & Jeff Schwarz, LLC**, a North Carolina limited liability company ("Seller"), and **City of Thomasville**, a municipal corporation, of Davidson County, State of North Carolina (together with its assigns, "Buyer").

RECITALS:

A. Seller is the owner of that certain tract of land (the "Land") located in Davidson County, North Carolina and more particularly described on the survey attached hereto as Exhibit "A" incorporated herein by this reference and being commonly known as 305 East Main Street, Thomasville, NC 27360, and identified as Parcel Number 16119000A0001.

B. Buyer desires to purchase the Property (as hereinafter defined) from Seller on the terms and conditions set forth in this Contract.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the sum of **Three Hundred and Twenty-Five Thousand and No/100 Dollars (\$325,000.00)**, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

SECTION 1. Description of Property. The property now owned by Seller that is the subject of this Contract is as follows:

- (a) See attached Exhibit A for a more particular description.
- (b) All rights, privileges and easements appurtenant to the Land, including all rights of view, light and air, mineral and subsurface rights, development rights, zoning rights, water rights, sewer and drainage rights, rights of way, rights of ingress and egress, roadways, parking areas, roadbeds, alleyways and reversions or other appurtenances used in connection with the beneficial use and ownership of the Land (collectively, the "Appurtenances").
- (c) All improvements, buildings, structures, amenities and fixtures now or hereafter located on the Land, if any, together with all apparatus and equipment used in connection with the operation and occupancy thereof, if any (collectively, the "Improvements").

The Land, the Appurtenances and the Improvements are hereinafter sometimes collectively called the "Property".

SECTION 2. Sale of Property. Seller hereby agrees to sell, and Buyer hereby agrees to purchase the Property subject to and in accordance with the terms and conditions set forth in this Contract. The purchase price (the "Purchase Price") to be paid by Buyer for the Property shall be

Three Hundred and Twenty-Five Thousand Dollars and No/100. The Purchase Price shall be paid at Closing.

SECTION 3. Closing Date. Closing shall occur within sixty days of the expiration of the Inspection Period.

SECTION 4. Survey; Subdivision; Title.

(a) Buyer may obtain a physical and boundary survey of the Land (the "Survey"), which shall accurately state the total number of acres in the Land and within all rights-of-way, roads, easements and any flood plains or flood hazard areas. The cost of the Survey shall be borne by Buyer.

(b) At the Closing, Seller shall deliver, or cause to be delivered, to Buyer a special warranty deed in form and content reasonably satisfactory to Buyer's counsel with documentary or other required stamps to be affixed thereto at Seller's expense, conveying to Buyer good, indefeasible, fee simple, marketable and insurable title to the Property, such title to be insurable both as to fee and marketability at regular rates by a title insurance company of Buyer's choice (the "Title Company"), subject only to the Permitted Exceptions (as defined below).

(c) The Property shall be conveyed by Seller to Buyer free and clear of all liens, encumbrances, claims, rights-of-way, easements, leases, restrictions and restrictive covenants, except for the Permitted Exceptions. For purposes of this Section, the term "Title Exceptions" shall mean any defects in, interests in, exceptions to, or conditions, liens, encumbrances or other matters of record relating to the title to the Property, whether evidenced by written instrument, disclosed on a survey or otherwise evidenced; any encroachments upon or by the Property; any boundary disputes regarding the boundaries of the Property; and the terms, provisions and conditions set forth in any instruments evidencing or referring to any such defects, exceptions, conditions, liens, encumbrances, overlaps, encroachments or boundary disputes or other matters. During the Inspection Period, Buyer shall have the right to study and investigate the title to the Property (including the Survey) to the extent it deems necessary. Buyer shall have the right to make objections to any Title Exception (collectively, the "Objections") on or prior to the end of the Inspection Period. In the event Buyer notifies Seller of any Objections (such notice hereinafter referred to as the "Title Notice"), then Seller shall have fifteen (15) days after the receipt of the Title Notice within which to notify Buyer as to whether Seller will cure any or all of the Objections. If Seller does not respond within such fifteen (15) day period to the Objections listed in the Title Notice, then Seller shall be deemed to have elected to cure all of the Objections listed in the Title Notice. In the event Seller elects to cure any of the Objections (or is deemed to have elected to cure), then Seller, at Seller's sole cost and expense, shall do so on or before the Closing Deadline. In the event Seller elects not to cure any of the Objections, then Buyer shall have the right (exercisable within ten (10) days after receipt of notice of Seller's election) to either (i) terminate this Contract and receive a refund of the Deposit or (ii) waive the uncured Objections and close under the terms of this Contract. In the event Seller does not cure any Objection which it has elected to cure (or is deemed to have elected to cure) by the Closing Deadline, then Buyer shall have the right to either (i) terminate this Contract and receive a refund of the Deposit or (ii) waive the uncured Objections and close under the terms of this Contract or (iii) waive the uncured Objections and extend the Closing Date for a reasonable period of time to enable Seller to cure any Objections that Seller is attempting to cure. Those Title Exceptions to which Buyer has not objected or which

Buyer accepts in writing shall herein collectively be referred to as the "Permitted Exceptions". Notwithstanding anything set forth herein to the contrary, in no event shall Buyer have any obligation to object to any judgment, mechanic's lien, materialman's lien, mortgage or deed of trust lien or any Title Exception arising on or after the Effective Date and unless specifically consented to in writing by Buyer, such items shall in no event be Permitted Exceptions.

SECTION 5. Inspection Period.

(a) For purposes hereof, the "Inspection Period" shall be the period commencing on the Effective Date and ending at 5:00 p.m. ninety (90) days after the Effective Date.

(b) Buyer, with Seller's reasonable cooperation, shall have the right to make all such inspections of the Property as Buyer deems desirable prior to Closing. Buyer is authorized to conduct customary environmental inspections of the Property (including soil borings). Notwithstanding anything set forth herein to the contrary, Buyer shall in no event be liable to Seller or any other party for any reduction in the value of the Property caused by Buyer's discovery of any condition or state of facts affecting the Property, such as the existence of any hazardous substances or materials on the Property. Buyer shall provide Seller copies of all inspection reports obtained regarding the Property within five (5) days of receipt of said inspection reports. Following Buyer's inspection of the Property, Buyer shall promptly restore the Property to the condition in which it existed prior to Buyer's inspection, at Buyer's sole cost and expense. Buyer hereby agrees to indemnify, defend and hold harmless Seller from and against any and all claims, demands, losses, costs, damages, expenses or liabilities (including, but not limited to, personal injury or property damage claims, mechanic's or other liens) including reasonable attorneys' fees caused by or incurred in connection with Buyer's inspection of the Property. Buyer's obligations under this Paragraph shall survive Closing or earlier termination of this Agreement.

(c) On or before the date that is five (5) business days after the Effective Date, and thereafter immediately upon Buyer's request, Seller shall provide Buyer copies of title insurance policies and/or or attorney opinions, surveys, site plans, environmental reports and zoning information.

(d) Prior to the expiration of the Inspection Period, Buyer may, for any reason or for no reason, elect to terminate the Contract by giving written notice of such decision to Seller. In the event such notice of termination is given at any time prior to the expiration of the Inspection Period, then the entire amount of the Deposit shall be returned to Buyer, and after any such termination, neither party hereto shall have any remaining obligation or liability to the other except as to the indemnity provisions set forth in Section 5(b) above.

SECTION 6. Closing Costs. Seller shall prepare the deed to the Property at Seller's cost, which deed shall be subject to the approval of Buyer. Seller shall pay for the transfer tax/documentary stamps and the cost of discharging any mortgage, lien or title encumbrance other than those permitted hereunder. Buyer shall be responsible for the cost of recording the deed and any other instruments to be recorded under the terms of this Contract. Buyer shall pay for the cost of any title insurance Buyer elects to purchase. Buyer shall bear the cost of any escrow/closing fees charged by the Escrow

Agent at Closing. Except as otherwise provided herein, each party shall bear its own costs and expenses, including its own attorneys' fees.

SECTION 7. Settlement Adjustments. Unless otherwise specified in this Contract, all income, expenses and costs related to the Property shall be prorated as of the Closing Date, as follows:

(a) Seller shall pay all ad valorem property taxes respecting the Property for that portion of the calendar year through the day before the Closing Date (the Purchase Price to be reduced by such amount), and Buyer shall pay the remaining portion of the ad valorem property taxes; in the event either the tax assessment or tax rate for the year in which the Closing occurs is not known as of the Closing Date, the parties shall prorate at Closing on the basis of the last known values and rates and adjust the prorations once such values and rates become known for the year of Closing. If, however, actual ad valorem taxes for the year are determined to be higher or lower, then Seller and Buyer agree that an adjustment shall be made within thirty (30) days after the date on which either party hereto makes a request for such adjustment. Seller shall be responsible for all rollback, deferred and other similar ad valorem or real estate taxes with respect to the Property, which Seller agrees to pay in full at the Closing from the portion of the Purchase Price paid to Seller in cash at Closing.

(b) Any income from the Property accruing or relating to the period through the day before the Closing Date shall be paid or belong to Seller. Any income of the Property accruing or relating to the period commencing on the Closing Date and thereafter shall be paid or belong to Buyer. The parties shall prorate at Closing on the basis of the best estimates available with respect to such income. If, however, the actual amount of income is determined to be higher or lower, then Seller and Buyer agree that an adjustment shall be made within thirty (30) days after the date on which either party hereto makes a request for such adjustment.

(c) All other expenses relating to the Property that have accrued but have not been paid by Closing shall be prorated between Buyer and Seller as of 11:59 p.m. on the day before Closing, except that deposits held by utility companies and fees for governmental permits and licenses shall not be apportioned.

(d) To the extent that the amount of any of the items above shall not be available for exact proration as of the Closing Date, Seller or its representative and Buyer or its representative shall meet as soon as possible after the Closing and compute and settle and adjust or readjust the closing prorations between the parties as of the Closing Date and this provision shall survive the Closing.

SECTION 8. Covenants of Seller. Between the Effective Date and the Closing Date, (i) Seller shall continue to maintain the Property in good condition and repair, ordinary wear and tear alone excepted, and shall not cause or permit any waste respecting the Property and (ii) Seller shall not take any action that would adversely affect the value or title to the Property or place, consent or permit any lien, judgment or other encumbrance to affect title to the Property.

SECTION 9. Brokerage Commission. Buyer and Seller each represent and warrant to the other that they have not dealt with any agent, realtor or broker in connection with this transaction and each party agrees to indemnify and hold the other harmless from and against any and all claims and demands and the costs and expenses thereof, including reasonable attorneys' fees, arising out of any

other brokerage commission, fee or other compensation due or alleged to be due in connection with the transaction contemplated by this Contract based upon an agreement alleged to have been made or other action alleged to have been taken by the indemnifying party.

SECTION 10. Eminent Domain. If, prior to the Closing Date, all or any part of the Property is taken by eminent domain or if condemnation proceedings are commenced, Buyer shall have the option, by giving written notice to Seller, to terminate this Contract and receive an immediate refund of the full amount of the Deposit. If Buyer does not so elect to terminate this Contract, the Contract shall remain in full force and effect and Seller shall assign, transfer and set over to Buyer at the Closing all of Seller's right, title and interest in and to any awards that may be made for such taking.

SECTION 11. Representations and Warranties of Seller and Buyer. In addition to the other warranties and representations set forth herein, Buyer and Seller hereby makes the following representations and warranties to Buyer, each of which shall be deemed material:

- a) Buyer hereby represents to the best of its knowledge to Seller, which representations shall be true and shall be deemed to be restated at and to survive the Closing:
- b) The Buyer has full power and authority to execute this Agreement and to perform the obligations of Buyer hereunder.
- c) There are no violations of any federal, state or local law, ordinance, rule, regulation, statute or governmental code or ordinance known to the Buyer that would prohibit Buyer's performance of its obligations under this Agreement, and Buyer or any party under the control of Buyer has received no notifications of any such violations.
- d) There is no litigation or administrative proceeding, pending, or threatened, which would affect Buyer's performance of its obligation under this Agreement.
- e) The execution and delivery of this Agreement and consummation of the transaction contemplated hereby will not (i) constitute a default under any instrument, document or obligation to which Buyer is now, or may become a party, or by which Buyer may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which Buyer is a party.
- f) The Buyer has the financial ability to pay the Purchase price at Closing or, prior to the expiration of the Inspection Period, will have obtained a firm commitment for financing necessary for the Buyer to fulfill its obligations at Closing.
- g) The execution, delivery and performance of this Contract and the closing documents by Seller and the execution, delivery and performance by each individual and/or entity signing this Contract on behalf of Seller has been duly authorized and approved by all requisite action on the part of Seller.
- h) To the best of Seller's knowledge, the Property now is, and at Closing will be, in full compliance with applicable zoning and land use laws and other local, state and federal laws

and regulations; and Seller does not have knowledge of any proposed change in any such code, law or regulation that would interfere with the intended use of the Property.

- i) To the best of Seller's knowledge, there is no pending, threatened or contemplated condemnation or similar proceeding affecting the Property or any portion thereof and there are no uncured notices that have been served by any governmental authority of violations of law, rules or regulations that would affect the Property or any portion thereof or its proposed development.
- j) To the best of Seller's knowledge, water, sanitary and storm sewer, gas, electric, telephone and drainage facilities and other utilities are now and at the time of Closing will be available at the boundaries of the Property under valid permits or agreements.
- k) Seller currently owns, and will own at the Closing Date, marketable and insurable fee simple title to the Property, subject only to the Permitted Exceptions and free and clear from all liens and other monetary encumbrances.
- l) Seller has entered into no lease or other agreement, oral or written not referred to herein that will be binding upon Buyer or the Property and, to the best of Seller's knowledge, neither Seller nor the Property is subject to any claim, demand, suit, unfiled lien, proceeding or litigation of any kind, pending, outstanding, threatened or likely to be made or instituted that would in any way be binding upon Buyer or its successors or assigns or that would limit or restrict in any way Seller's right or ability to enter into this Contract and consummate the sale and purchase contemplated hereby.
- m) There are no taxes, charges or assessments of any nature or description arising out of the conduct of Seller's business or the operation of the Property that would constitute a lien against the Property and that will be unpaid at the Closing Date or not paid from Seller's closing proceeds, except for the lien of ad valorem property taxes for the year in which the Closing occurs. There are no rollback taxes or similar taxes applicable to the Property.
- n) No person, firm or entity has any rights to acquire or to lease all or any portion of the Property or otherwise to obtain any interest therein and there are no outstanding options, rights of first refusal or negotiation, rights of reverter or rights of first offer relating to the Property or any interest therein.
- o) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

If any of the representations contained herein are untrue or incorrect, Seller shall at all times before the Closing use Seller's good faith best efforts to take such necessary action to make such representations true and correct. If any of the representations contained herein are untrue or incorrect at the Closing, Buyer shall be entitled to terminate this Agreement by written notice to Seller on the Closing Date, upon which termination the Deposit shall be returned to Buyer.

SECTION 12. Conditions to Buyer's Obligations. In addition to the other conditions set forth herein, the obligations and liabilities of Buyer hereunder shall in all respects be conditioned upon the satisfaction of each of the following conditions precedent prior to or simultaneously with the Closing, any of which may be waived by notice from Buyer to Seller:

(a) Seller has complied with and otherwise performed each of the covenants and obligations of Seller set forth in this Contract and Seller is not in default of its obligations and covenants under this Contract.

(b) There has been no change to the title to the Property that has not been cured since the effective date of the title commitment obtained by Buyer.

(c) There has been no material, adverse change to the existing topography and landscaping (including, without limitation, trees) located upon the Property and no material waste has occurred thereon.

(d) If any of the representations contained herein are untrue or incorrect, Seller shall at all times before the Closing use Seller's good faith best efforts to take such necessary action to make such representations true and correct. If any of the representations contained herein are untrue or incorrect at the Closing, Buyer shall be entitled to terminate this Agreement by written notice to Seller on the Closing Date, upon which termination the Deposit shall be returned to Buyer.

SECTION 13. Environmental Matters. Seller represents and warrants that, to the best of Seller's knowledge, no portion of the Property consists of filled land and the Property does not contain any hazardous wastes, hazardous substances, hazardous materials, toxic substances, hazardous air pollutants or toxic pollutants as those terms are used in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act, and in any amendments thereto, or in any regulations promulgated pursuant thereto, or in any applicable state or local law, regulation or ordinance.

SECTION 14. Closing Documents.

(a) At Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

(i) a duly executed and acknowledged special warranty deed in recordable form conveying good, fee simple and marketable title to the Land and Improvements subject only to the Permitted Exceptions.

(ii) a duly executed lien affidavit warranting and holding Buyer and the Title Company harmless against unpaid laborers' and materialmen's liens;

(iii) such other documents as Buyer's counsel or the Title Company may reasonably request to evidence Seller's authority to execute and perform under this Contract and to execute and deliver all documents conveying the Property to Buyer;

(iv) a certificate given under penalty of perjury and on a form approved under temporary regulations promulgated under Section 1445 of the Internal Revenue Code of 1986, as amended, that Seller is not a foreign person;

(v) possession of the Property free of the rights and claims of others;

(vi) all other documents required by this Contract to be delivered by Seller hereunder;

(vii) a certificate from Seller stating that all of the representations and warranties of Seller set forth herein are true and correct as of the Closing Date subject to Section 12 (h) above; and

(viii) such other documents and papers that may be necessary to the consummation of the transaction described in this Contract or may be reasonably requested by Buyer or Buyer's counsel.

(b) At Closing, Buyer shall deliver to Seller:

(i) any outstanding balance of the Purchase Price due at Closing; and

(ii) such other documents and papers that may be necessary to the consummation of the transaction described in this Contract or may be reasonably requested by Seller or Seller's counsel.

SECTION 15. Escrow of Deposit. Buyer and Seller acknowledge that an earnest money deposit of \$10,000.00 (the "Deposit") shall be deposited with Citrin & Whitman, P.A. (the "Escrow Agent") within five (5) calendar days of the Effective Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon herein. In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or

attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

SECTION 16. Assignment. This Contract shall not be assigned by Seller subject to Section 19 (j) below This Contract shall not be assignable by Buyer, without the consent of Seller.

SECTION 17. Default and Remedies.

(a) In the event Seller defaults or fails to perform any of the conditions or obligations of Seller under this Contract or in the event any of the representations and warranties set forth herein are not true and correct as of the Effective Date and as of the Closing Date, Buyer shall have the right to enforce an action in equity for specific performance, sue for damages available at law or terminate this Contract by giving written notice to Seller and receive an immediate refund of the entire Deposit. In any such action by Buyer, Buyer shall be entitled to recover its reasonable attorneys' fees and court costs. The rights and remedies of Buyer under this Contract are cumulative.

(b) In the event of a default or breach by Buyer of any of the covenants or conditions or obligations of Buyer under this Contract, Seller's sole and exclusive remedy shall be to give written notice thereof to Buyer and to retain the Deposit as full liquidated damages, actual damages being difficult if not impossible to ascertain and the parties having made a bona fide effort to estimate Seller's damages.

SECTION 18. Entry. Buyer and Buyer's agents shall have the right to enter upon the Property at any time after the Effective Date for any purpose, including, but not limited to, site planning and environmental inspections. Such entry right shall be exercised so as not to unreasonably interrupt any business activities of Seller.

SECTION 19. Miscellaneous.

(a) Survival of Provisions. All the warranties, representations and indemnities set forth herein shall, as applicable, survive the Closing and the delivery of the deed and other documents for a period of one (1) year.

(b) Notices. Any notice pursuant to this Contract shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) legible electronic mail (e-mail) transmission, sent to the intended addressee at the address set forth below. Any notice may be given by a party or a party's attorney. If a notice is given by certified or registered mail, it shall be deemed given when deposited in the United States mail. If a Notice is given by overnight delivery, it shall be deemed given when delivered to the applicable overnight courier. Any notice given by personal delivery shall be deemed given on actual receipt by the addressee thereof (or upon refusal to accept delivery). If a notice is given by electronic mail (e-mail) transmission, it shall be deemed given on the date of recipient's written acknowledgment of the transmission, provided that a copy of such transmission is also sent to the intended addressee by means described in clauses (a) or (b) above. The addresses for notices given pursuant to this Contract shall be as follows:

SELLER: John & Jeff Schwarz, LLC
585 Cross Creek Trail
Gibsonville, NC 27249

Copy to:

BUYER: City of Thomasville
Misti Boles Whitman, Esquire
22 Winston Street
Thomasville, NC 27360
Facsimile: (336) 476-4503
E-mail: misti@citrinandwhitman.com

Either party may, from time to time, by notice as herein provided, designate a different address to which notices shall be sent.

(c) Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of North Carolina in which the Property is located.

(d) Entire Agreement. This Contract and the Exhibit(s) hereto contain the entire understanding and agreement by and between the parties and all prior or contemporaneous oral or written agreements or instruments are merged herein, and no amendment to this Contract shall be effective unless the same is in writing and signed by the parties hereto.

(e) Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

(f) Severability. If any term or provision, or any portion thereof, of this Contract, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or

circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

(g) Captions and Headings. The captions and headings throughout this Contract are for convenience and reference only and the words set forth herein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Contract.

(h) Counterpart Originals. This Contract may be executed in counterparts, each of which shall constitute an original and all of which when taken together shall constitute but one original. PDF or facsimile copies of signatures on this Contract shall be effective as originals.

(i) Memorandum of Agreement. Upon the request of either party hereto, the other shall execute and acknowledge a memorandum of this Contract in recordable form sufficient to identify the parties hereto, the Property and the Closing Date. If a party fails to execute and acknowledge such memorandum upon request, the other is authorized to execute, acknowledge and record same on its behalf as attorney-in-fact for such limited purpose.

(j) 1031 Exchange. Seller acknowledges and agrees that Buyer may be acquiring the Property in exchange for other property and as a part of a 1031 tax deferred exchange. In that regard, Seller agrees to cooperate with Buyer in connection with any such tax deferred exchange and shall execute any and all documents and instruments reasonably necessary in connection therewith; provided, however, Seller shall not be obligated to incur any expense, cost or liability arising out of such cooperation.

Buyer acknowledges and agrees that Seller may be selling the Property as a part of a 1031 tax deferred exchange. In that regard, Buyer agrees to cooperate with Seller in connection with any such tax deferred exchange and shall execute any and all documents and instruments reasonably necessary in connection therewith; provided, however, that Buyer shall not be obligated to incur any expense, cost or liability arising out of such cooperation.

(k) Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach or default in connection with any of the provisions of the Contract, the prevailing party or parties shall be entitled to recover reasonable paralegal and attorneys' fees and other costs incurred in that action or proceeding, including those related to appeals, in addition to any other relief to which it or they may be entitled.

(l) Effective Date. The "Effective Date" shall be the last date this Contract is executed by Seller or Buyer.

(m) Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday. The last day of any period of time

described herein shall be deemed to end at 5:00 p.m. Eastern Standard Time, unless otherwise expressly provided for herein.

() Defined Terms. Defined terms are indicated herein by initial capital letters. Defined terms shall have the meanings set forth herein, whether or not such terms are used before or after the definitions are set forth.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the Effective Date.

SELLER:

John & Jeff Schwarz, LLC

By: _____

Date of Execution: _____

BUYER:

City of Thomasville

By: _____
Mayor

Attest

City Clerk

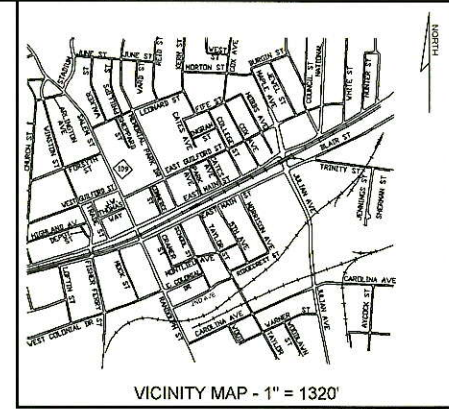
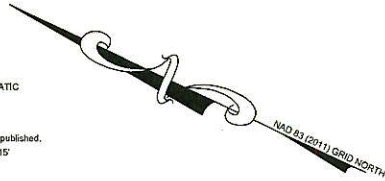
Date of Execution: _____

EXHIBIT A

GPS Survey Certification:

"I, Tommy R. Hutchens, certify that this map was drawn under my supervision from an actual GPS survey made under my supervision and the following information was used to perform the survey.

- (1) Class of survey: Class A
- (2) Positional accuracy: <0.10' HORIZONTAL - COMPUTED FROM OPUS STATIC
- (3) Type of GPS field procedure: RTK
- (4) Dates of Field survey: August 8-10, 2022
- (5) Datum/Epoch: NAD 83(2011)(EPOCH2010.0000)
- (6) Published/Fixed-control use: TCHR (Thomasville City Hall Roof mount) not published.
 - a. North = 778329.7405', East = 1678047.2885', and ARP elevation = 907.915'
 - (NAVD 83), Lat. = 35°53'00.8058"N, Lon. = 82°04'56.9254"W.
- (7) Geoid model: GEOID 18
- (8) Combined grid factor(s): 0.9999024021
- (9) Units: US SURVEY FEET
- (10) ALL DISTANCES SHOWN ARE HORIZONTAL GROUND



NO APPROVAL REQUIRED
THIS PLAN IS NOT REQUIRED TO BE APPROVED
BY THE CITY OF THOMASVILLE PLANNING BOARD
AS PER ARTICLE 1 OF THE SUBDIVISION ORDINANCE.

SIGNED: _____

DATE: _____

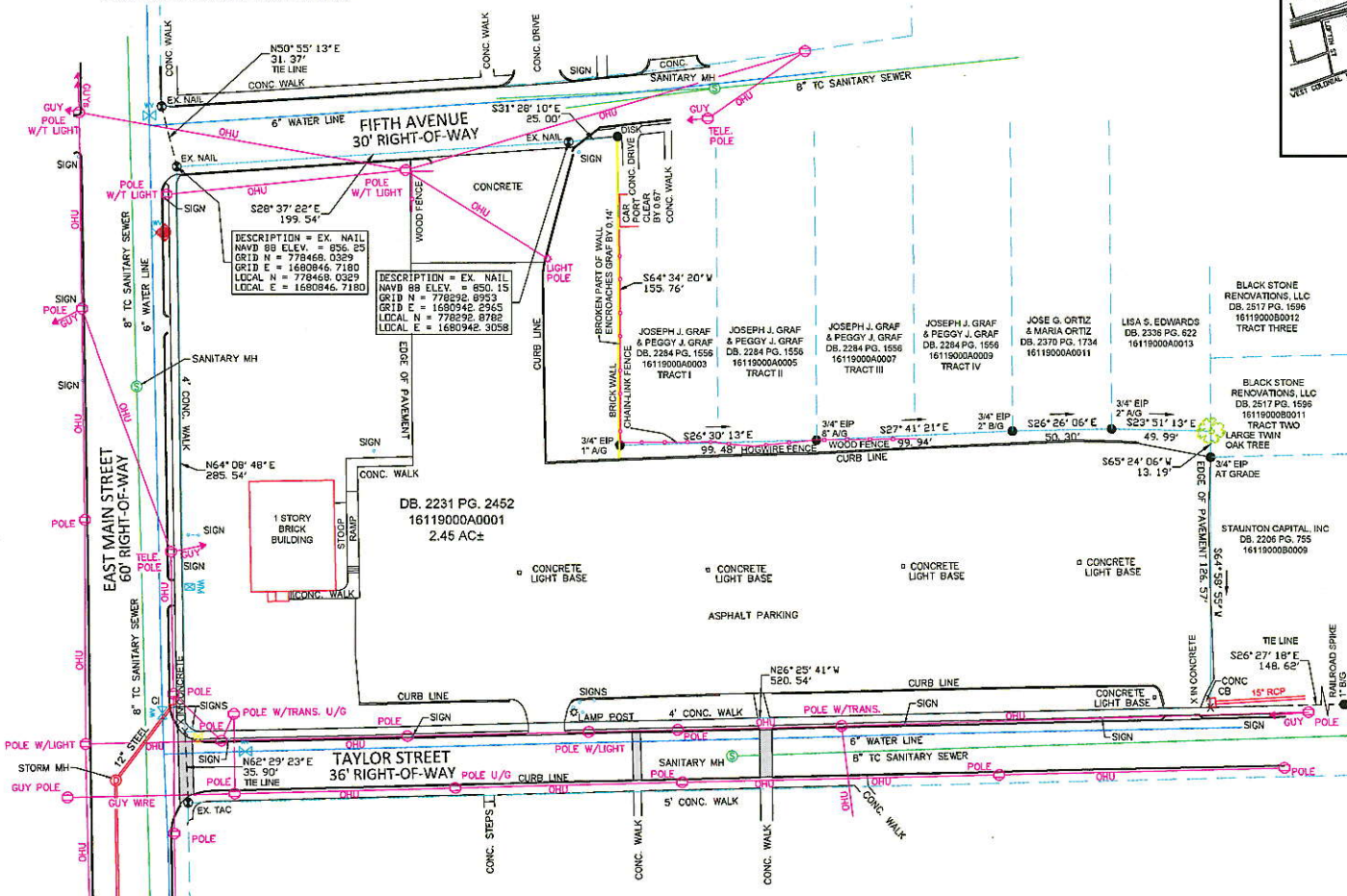
"I, Tommy R. Hutchens, certify that this plan was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Deed Book _____ page _____, etc.) (other) that the boundaries not surveyed are clearly indicated as drawn from information found in Book _____ page _____ that the relative precision of positional accuracy as calculated is <0.10' that this plan was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 18th day of August, A.D., 2022.

Certificate of Purpose of Plat

c. I, this survey is of an existing parcel or parcels of land or one or more existing easements and does not create a new street or change an existing street. For the purposes of this subsection an "existing parcel" or "existing easement" is an area of land described in a single legal description or legally recorded subdivision that has been or may be legally conveyed to a new owner by deed in its existing configuration.

Professional Land Surveyor Seal or Stamp
NC L-4094

THIS DOCUMENT ORIGINALLY ISSUED BY
TOMMY R. HUTCHENS, NC - L-4094,
ON AUGUST 18, 2022. THIS MEDIA SHALL
NOT BE CONSIDERED A CERTIFIED DOCUMENT.



I, _____ REVIEW OFFICER OF DAVIDSON COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: _____

NORTH CAROLINA, DAVIDSON COUNTY

THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION AND RECORDED IN PLAT BOOK _____

PAGE _____ THIS _____ DAY OF _____, 20____

AT _____ (AM / PM)

REGISTER OF DEEDS _____ BY: ASSIST. REGISTER OF DEEDS _____

SURVEYED BY: CITY OF THOMASVILLE ENGINEERING DEPARTMENT 10 SALEM STREET - 3RD FLOOR CITY HALL THOMASVILLE, NORTH CAROLINA 27460 PHONE: 336-478-4257

ACAD FILED: ENG-02 8-18-2022 PROJECT: 305 EAST MAIN STREET/305 EAST MAIN STREET, INC

LEGEND

- = 1/2" REBAR SET
- = EXISTING IRON PIPE
- X = EXISTING X IN CONCRETE
- = CONCRETE MONUMENT
- = P. K. OR CONCRETE NAIL
- = UTILITY POLE
- = NGS CONTROL MONUMENT OR CITY GPS CONTROL POINT
- = POINT - NO IRON SET
- = WATER VALVE OR BLOWOFF
- = WATER METER
- = REINFORCED CONCRETE PIPE
- R/W = RIGHT-OF-WAY
- P/L = PROPERTY LINE
- = FIRE HYDRANT
- = TREE OR BUSH (TYPE AS NOTED)
- = PROPOSED SANITARY SEWER MANHOLE
- = SANITARY SEWER MANHOLE
- = CONTROL POINT
- = CLEAN OUT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- SAN. = SANITARY

SURVEY FOR
CITY OF THOMASVILLE, NC
305 EAST MAIN STREET
THOMASVILLE TOWNSHIP, DAVIDSON COUNTY
NORTH CAROLINA
DATE OF FIELD SURVEY - AUGUST 8-10, 2022
DATE OF PLAT: AUGUST 18, 2022 - SCALE: 1" = 40'
GRAPHIC SCALE

