CITY COUNCIL BRIEFING MEETING AGENDA
November 9, 2026
at 4:00 PM
20 Stadium Drive
Thomasville, NC 27360
Mayor Raleigh York, Jr.
Mayor *Pro Tem* Payton Williams

1. **Call to Order**
2. **Additions and Deletions to the Agenda**
3. **Public Forum** *on November 16, 2026* – Please sign up in person to speak for two minutes on any topic. The two-minute time limit will be enforced.
4. **Recognitions and Presentations** *on November 16, 2026*
   A. Proclamation: Hospice and Palliative Care Month (November)
   B. Proclamation: Small Business Saturday (November 28)
   C. Fiscal Year Audit Presentation by Martin Starnes & Associates
5. **Public Hearing** Regarding Economic Development Grant for Project Bagel on November 16, 2026 at 6:00 PM at 20 Stadium Drive, Thomasville, NC
6. **Consent Agenda** *on November 16, 2026*
   A. Consideration of Minutes of the Briefing/Committees Meeting: October 12, 2026
   B. Consideration of Minutes of the Council Meeting: October 19, 2026
7. **Regular Agenda** *on November 16, 2026*
   A. Consideration of Amendment to Pool Management Contract with AquaTech
   B. Consideration of Amendment to Personnel Policy Appendix A (Position Grades and Salaries)
   C. Consideration of Brownfields Agreement: Thomasville Furniture Plant B, 310 Fisher Ferry Street
   D. Consideration of Award of Bid to KRG Utility for Water Service Line Inventory Hydro-Excavation
8. **Council Reports and Appointments; Mayor's Report and Appointments; City Manager's Report; and City Attorney's Report** *on November 16, 2026*
9. **Closed Session for Personnel** *on November 9, 2026*
10. **Additions and Updates**
11. **Adjournment**

NATIONAL HOSPICE AND PALLIATIVE CARE MONTH PROCLAMATION

WHEREAS, Hospice and palliative care offer the highest quality services and support to patients and family caregivers facing serious and life-limiting illness; and

WHEREAS, Hospice and palliative care providers take the time to ask what's important to those they are caring for -- and listen to what their patients and families say; and

WHEREAS, Skilled and compassionate hospice and palliative care professionals – including physicians, nurses, social workers, therapists, counselors, health aides, and clergy – provide comprehensive care focused on the wishes of each individual patient; and

WHEREAS, Through pain management and symptom control, caregiver training and assistance, and emotional and spiritual support, allowing patients to live fully up until the final moments, surrounded and supported by the faces of loved ones, friends, and committed caregivers.

NOW, THEREFORE, Raleigh York, Jr., by virtue of the authority vested in him as Mayor of the City of Thomasville, North Carolina, does hereby proclaim November 2026 as

"NATIONAL HOSPICE AND PALLIATIVE CARE MONTH"

and encourages citizens to increase their understanding and awareness of care at the end of life and to observe this month with appropriate activities and programs.

This the 16th day of November, 2026.

BY:

_____

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

ATTEST:

_____

Wendy S. Martin, City Clerk

PROCLAMATION

SMALL BUSINESS SATURDAY

November 28, 2026

WHEREAS, the City of Thomasville celebrates our local small businesses and the contributions they make to our community, including creating jobs, boosting our local economy, and preserving our neighborhoods; and

WHEREAS, according to the United States Small Business Administration, there are 33.2 million small businesses in the United States, which represent 99.9% of all businesses with employees in the United States, and they employ nearly half of all private sector employees in the Country; and

WHEREAS, Thomasville joins advocacy groups and public and private organizations across the country in declaring the Saturday after Thanksgiving as "Small Business Saturday;" and

WHEREAS, November 28, 2026, is an opportunity for residents of Thomasville and surrounding communities to support small businesses and merchants throughout our city by shopping local;

NOW, THEREFORE, Raleigh York, Jr., Mayor of the City of Thomasville, hereby proclaims Saturday, November 28, 2026, as **SMALL BUSINESS SATURDAY** in Thomasville, North Carolina, and urges the residents of our community to support small businesses and merchants on this day and throughout the year.

ADOPTED this 16th day of November, 2026.

_____

Raleigh York, Jr., Mayor
City of Thomasville, North Carolina

ATTEST:

_____

Wendy S. Martin
Thomasville City Clerk

Agenda Item Cover Sheet

Admin. Use Only:

NOTE: Committee Meeting Held on Thursday, November 5.

Committee Name Personnel/Finance

Committee Date And Agenda # 11.5.2026 PF2

Item Name:

FY 2026 Audit Presentation

Description of Item:

Jill Vang from Martin Starnes & Associates, CPAs, will present the results of the annual audit of the City's finances

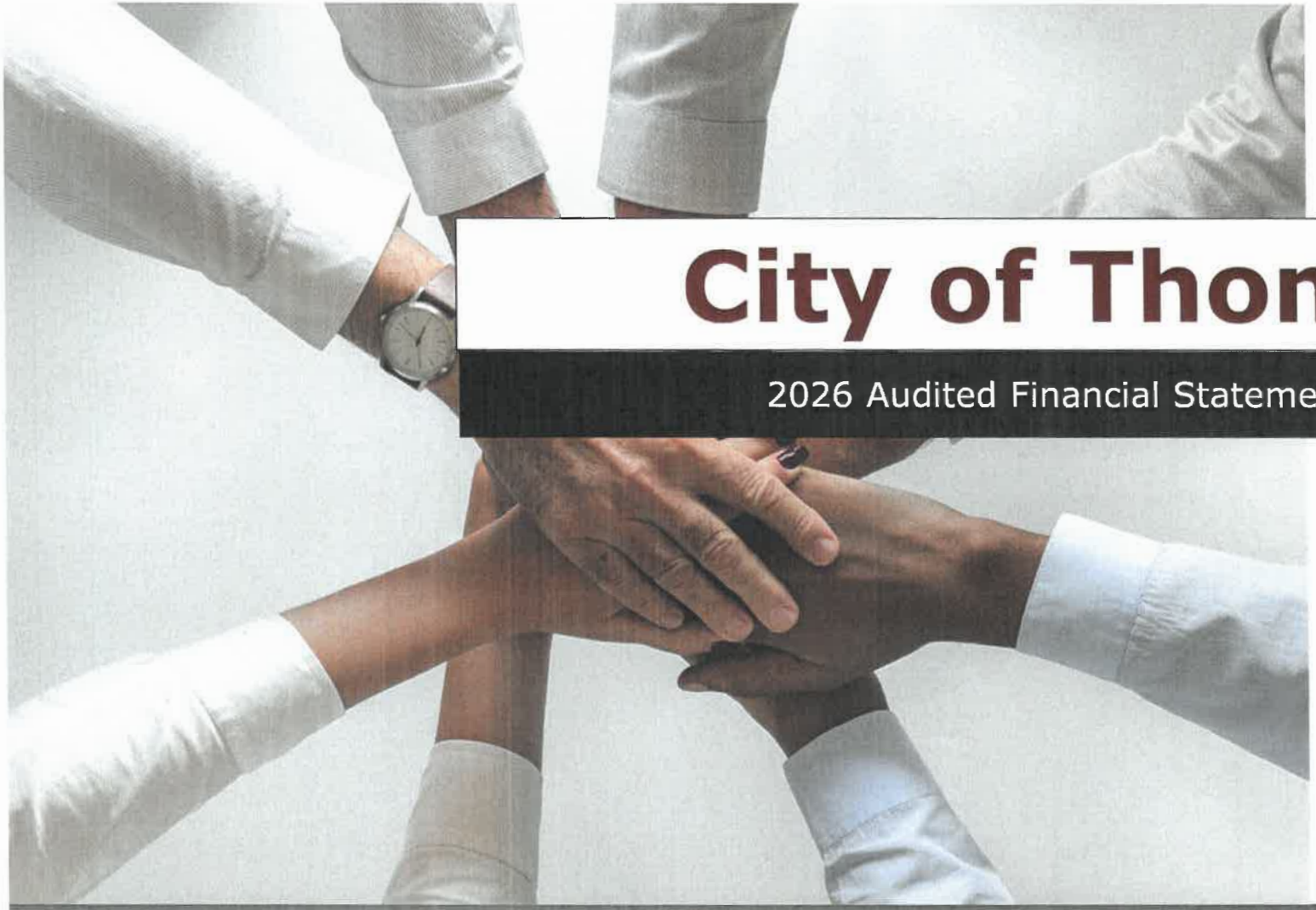
Back-Up Materials:

presentation slides, audit results summary memo. (including unassigned fund balance calculation/trending/chart)

Council Action Requested:

No formal action required

Requested By: T. Avant **Department:** Finance



City of Thomasville

2026 Audited Financial Statements

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

Audit Overview

OUR RESPONSBILITY

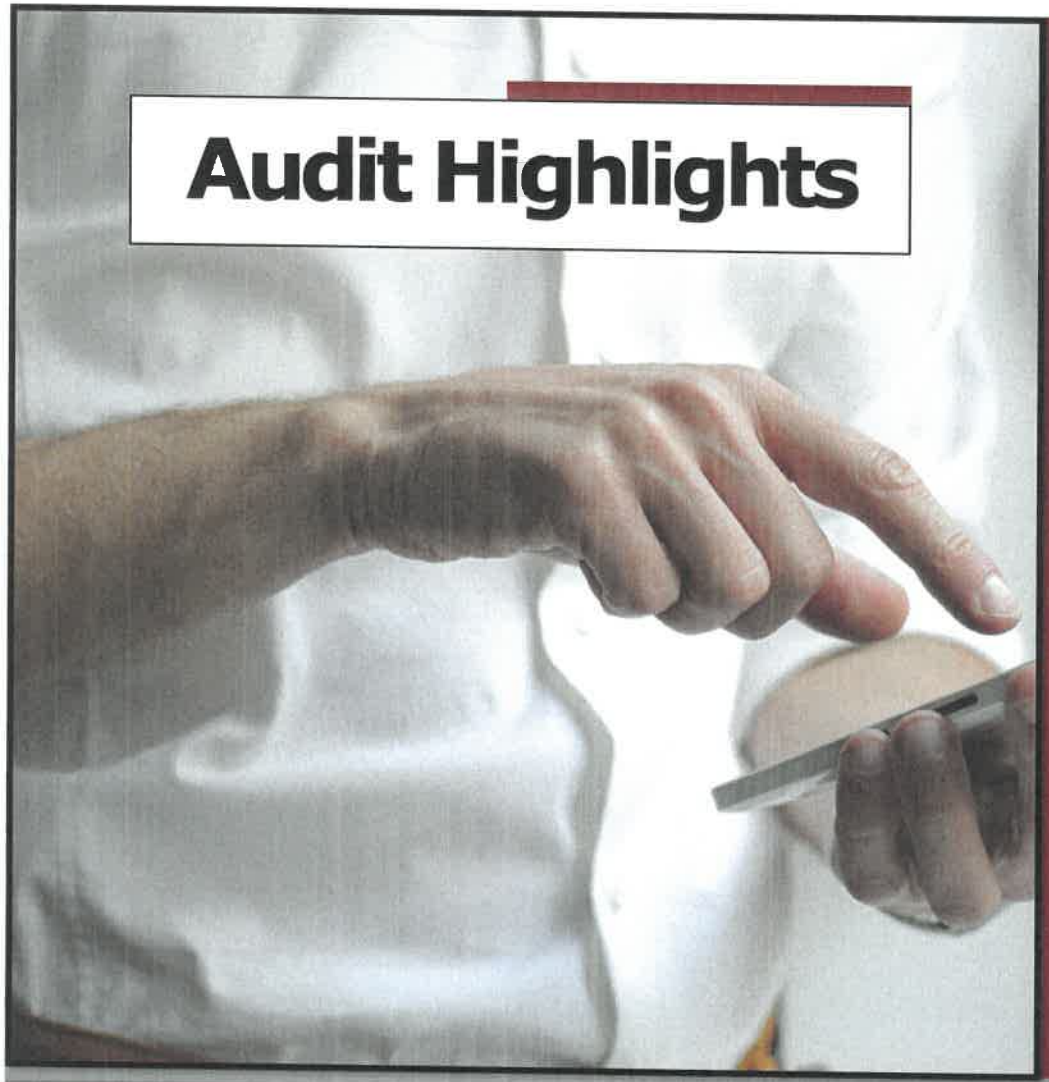
- ❑ EXPRESS OPINIONS
- ❑ OBTAIN REASONABLE ASSURANCE
- ❑ FOLLOW AUDITING STANDARDS
- ❑ EVALUATE ACCOUNTING POLICIES
- ❑ PEFORM AUDIT PROCEDURES
- ❑ REPORT FINDINGS

Audit Overview

YOUR RESPONSBILITY

- ❑ FINANCIAL STATEMENTS
- ❑ APPLYING ACCOUNTING STANDARDS
- ❑ INTERNAL CONTROLS
- ❑ COMPLIANCE WITH LAWS AND REGS

Audit Highlights



- Unmodified Opinion
- Single Audit Reporting
  - 2026 tested 2 programs
- No Findings

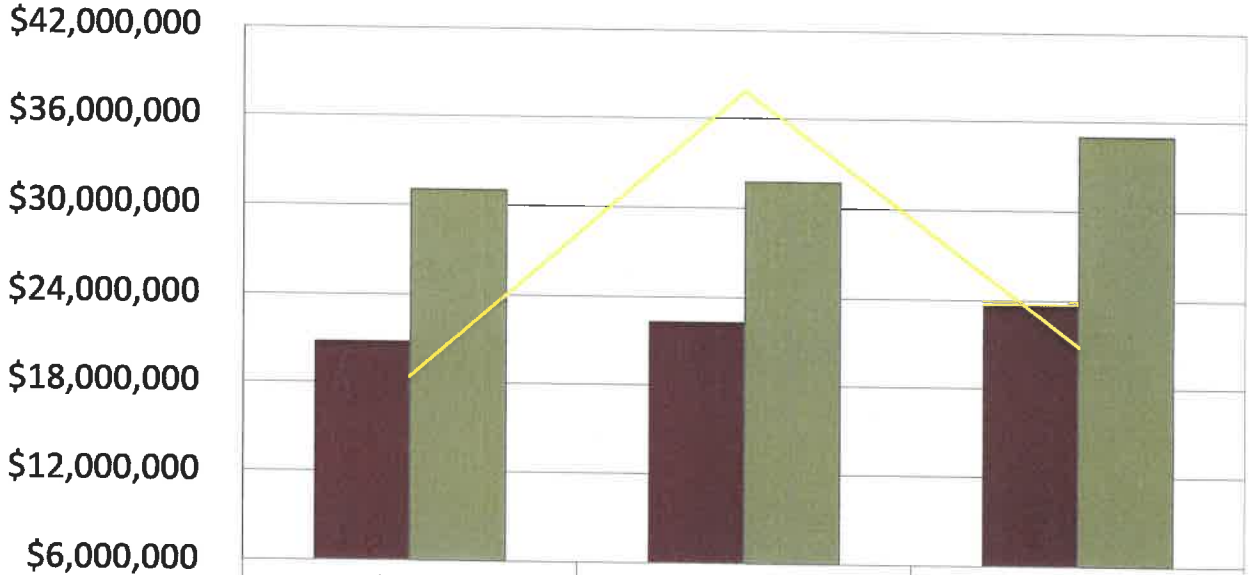
FUND BALANCE

- Serves as a measure of the City's financial resources available.
  - (Assets + Deferred outflows) - (Liabilities + Deferred inflows) = Fund Balance/Net Position

5 Classifications:

- **Nonspendable** - not in cash form
- **Restricted** - external restrictions (laws, grantors)
- **Committed** - internal constraints at the highest (Board) level-do not expire, require Board action to undo
- **Assigned** - internal constraints, lower level than committed
- **Unassigned** - no external or internal constraints

UNASSIGNED FUND BALANCE - GENERAL FUND



	2024	2025	2026
Unassigned Fund Balance	$20,811,253	$22,309,829	$23,602,205
Net Expenditures *	$31,029,513	$31,733,207	$34,975,576
Unassigned FB as a % of Net Expenditures	67.1%	70.3%	67.5%

*Net expenditures = Total expenditures + Transfers out – Debt proceeds

FUND BALANCE

Available fund balance as defined by the Local Government Commission (LGC) is calculated as follows:

Total Fund Balance

Less: Non spendable (not in cash form, not available)

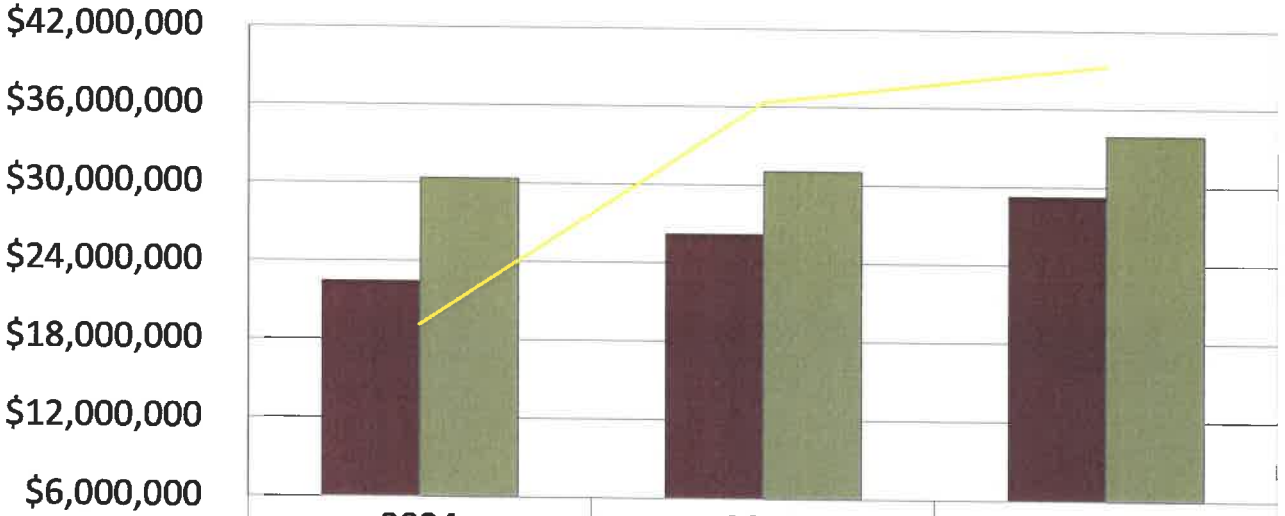
Less: Stabilization by State Statute (by state law, not available)

Available Fund Balance

This is the calculation utilized as the basis for comparing you to other units and calculating your fund balance percentages.



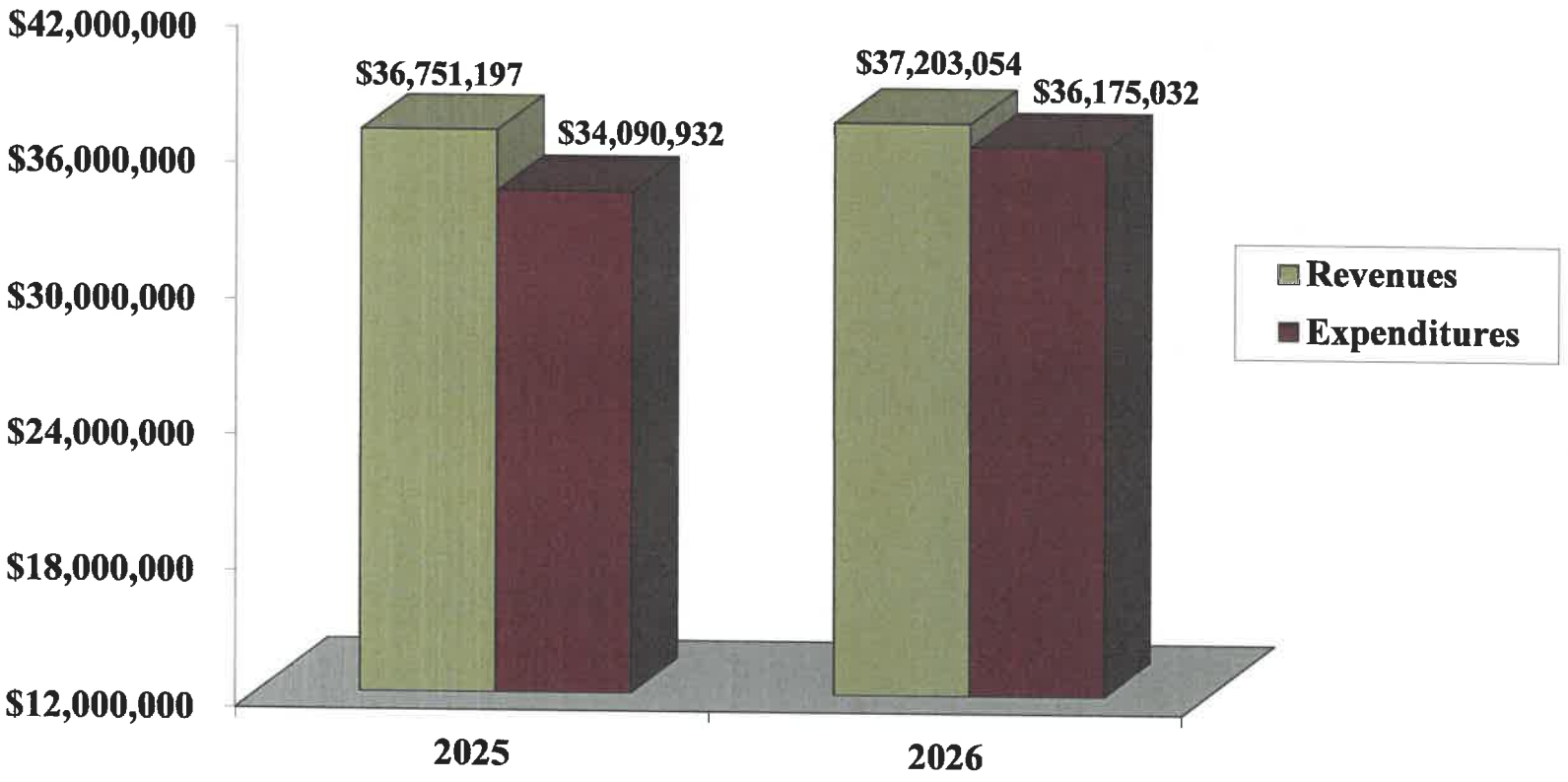
AVAILABLE FUND BALANCE - GENERAL FUND



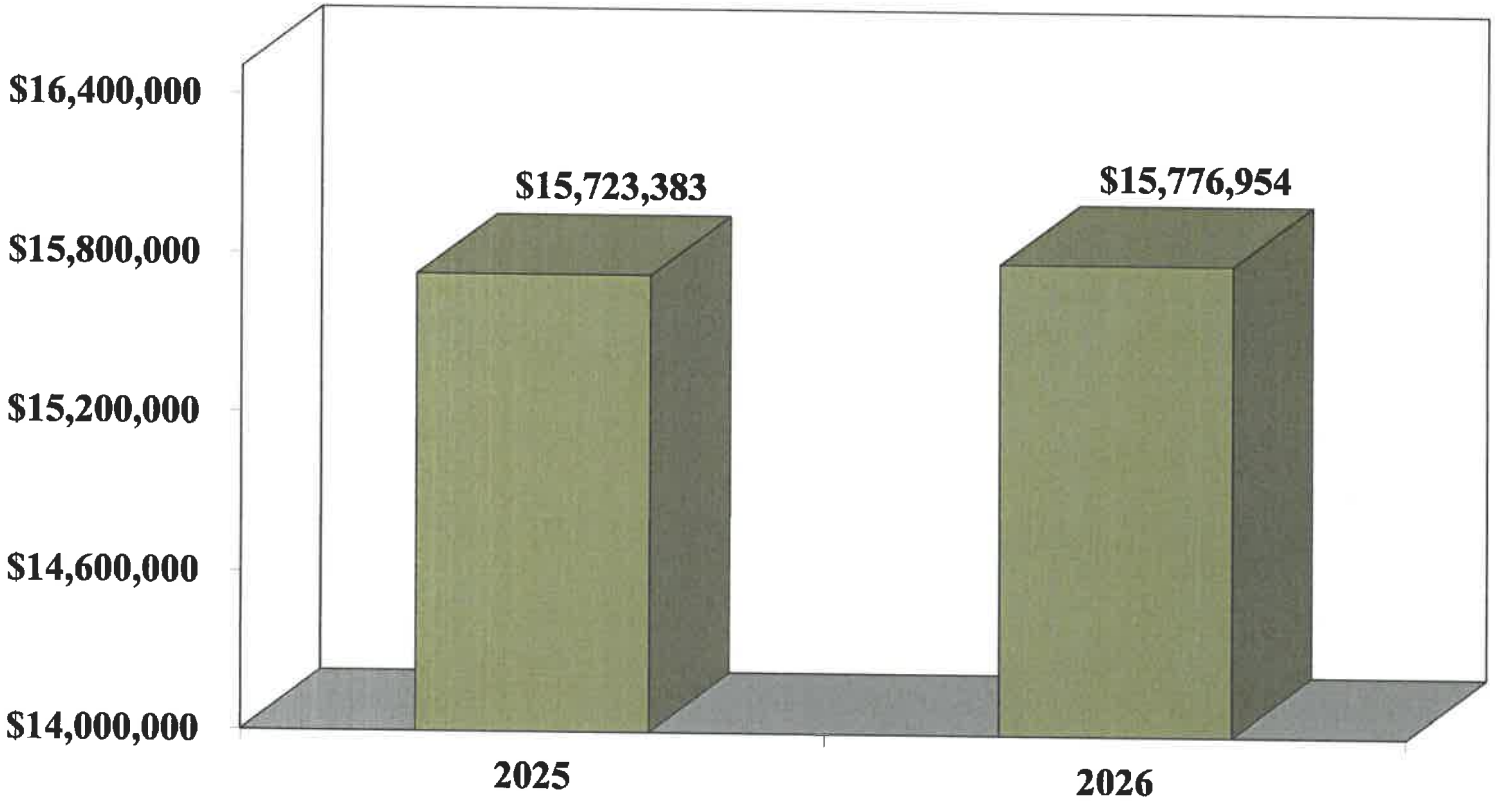
	2024	2025	2026
Fund Balance Available Excluding Powell Bill	$22,454,689	$26,221,534	$29,265,619
Net Expenditures*	$30,339,542	$31,021,038	$33,900,064
FBA as a % of Net Expenditures	74.0%	84.5%	86.3%

*Net expenditures = Total expenditures + Transfers out – Debt proceeds – Powell Bill

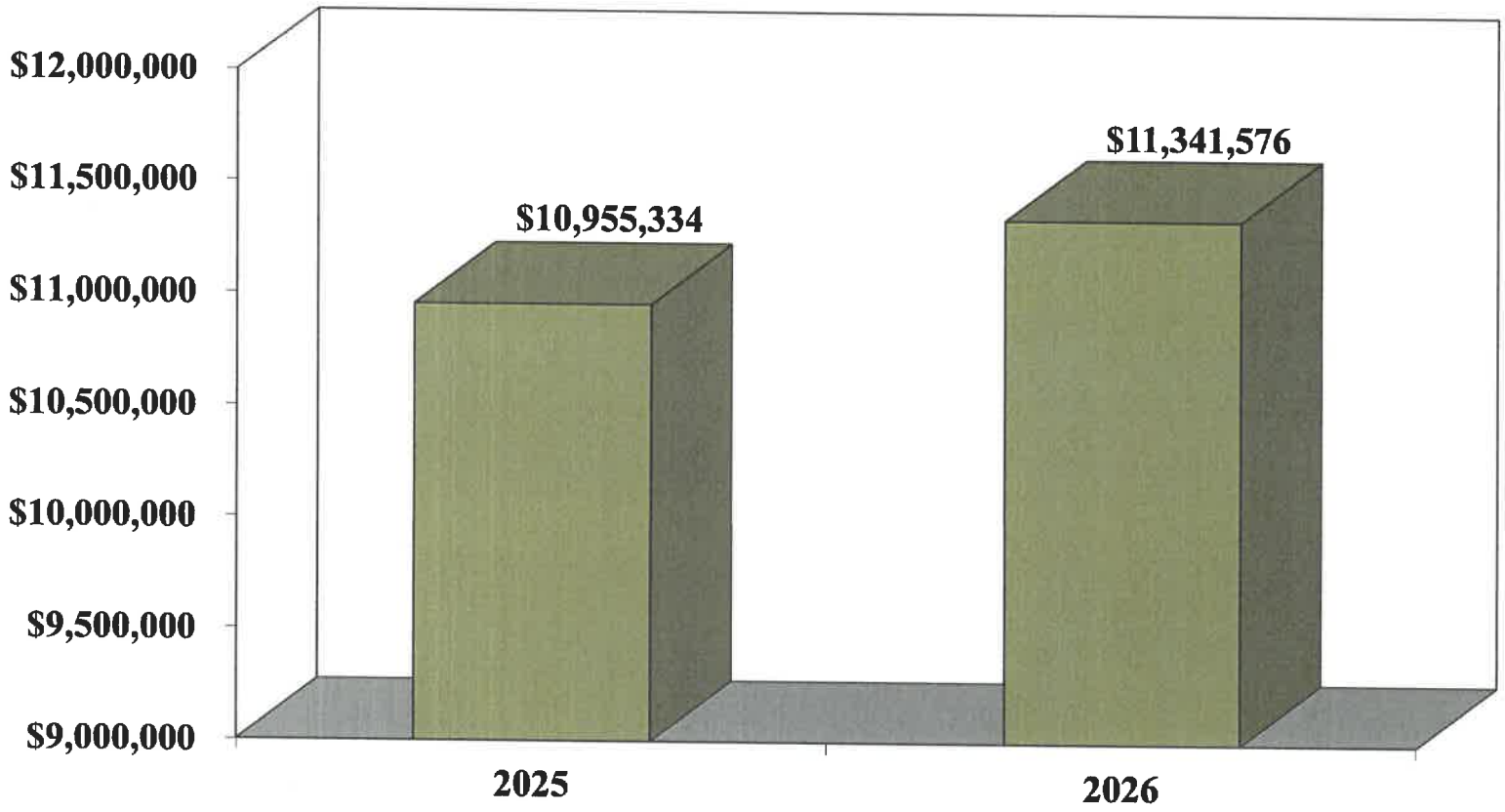
GENERAL FUND SUMMARY



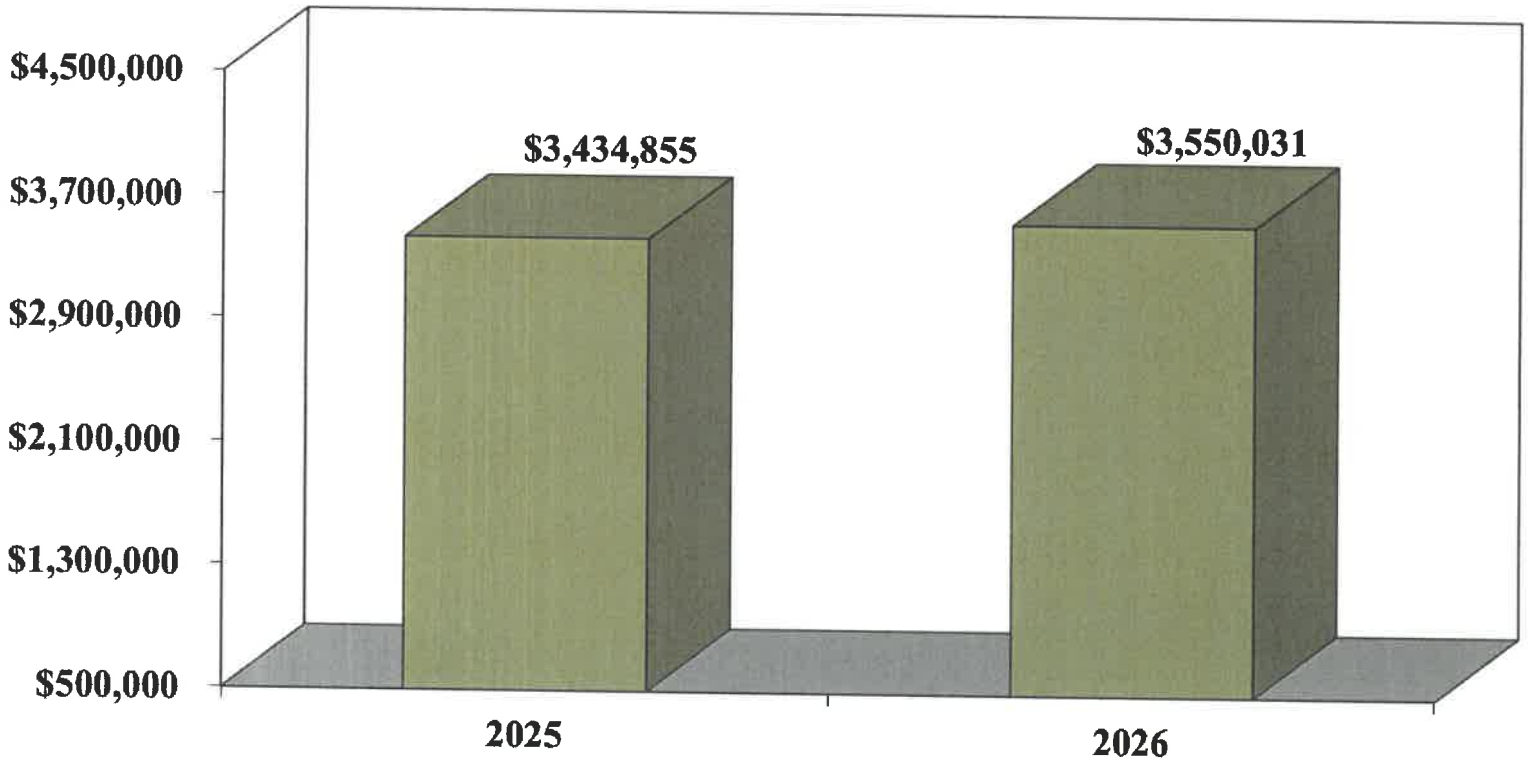
AD VALOREM TAXES



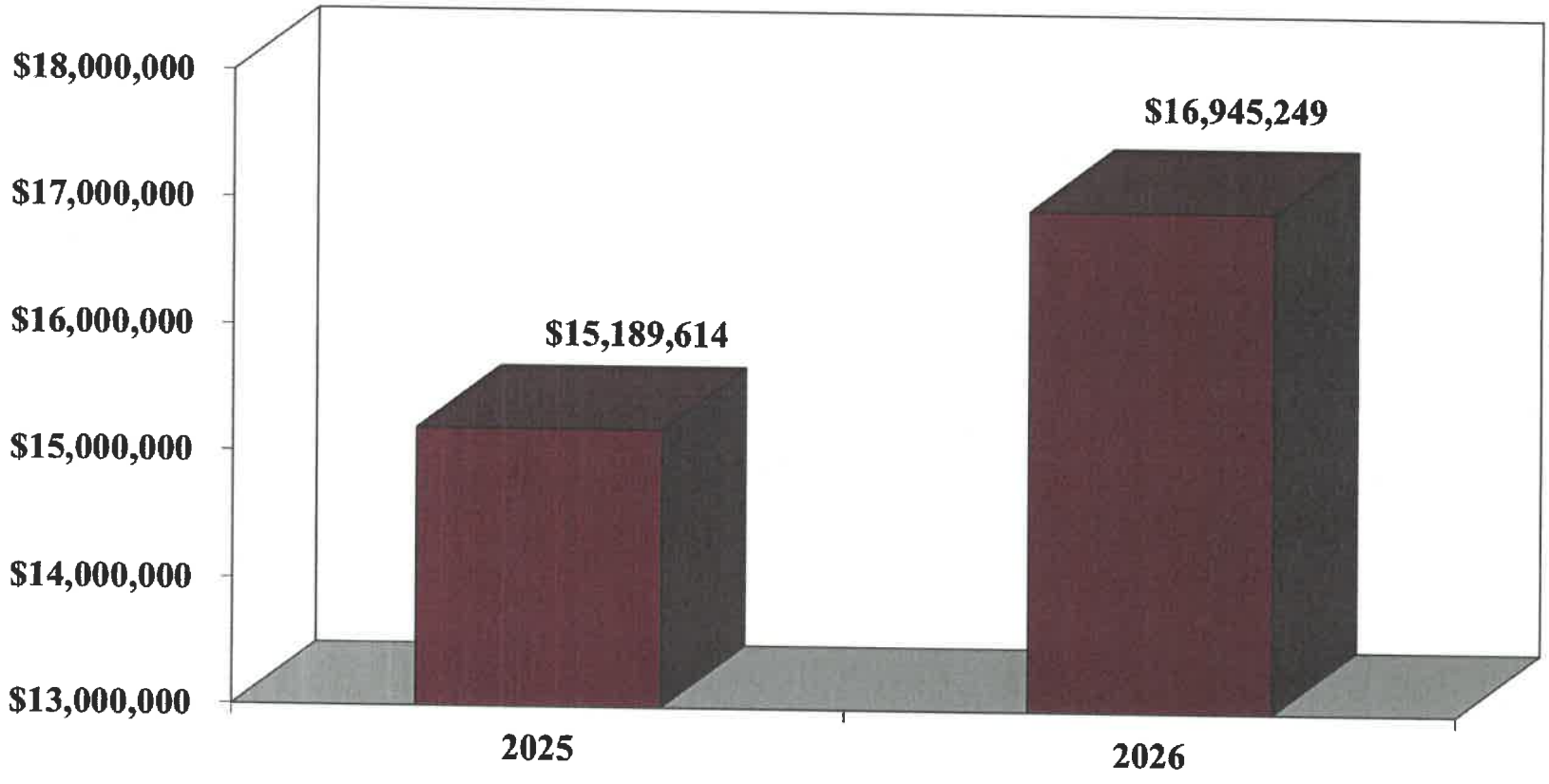
OTHER TAXES


$12,000,000
$11,500,000
$11,000,000
$10,500,000
$10,000,000
$9,500,000
$9,000,000
$10,955,334
$11,341,576
2025
2026

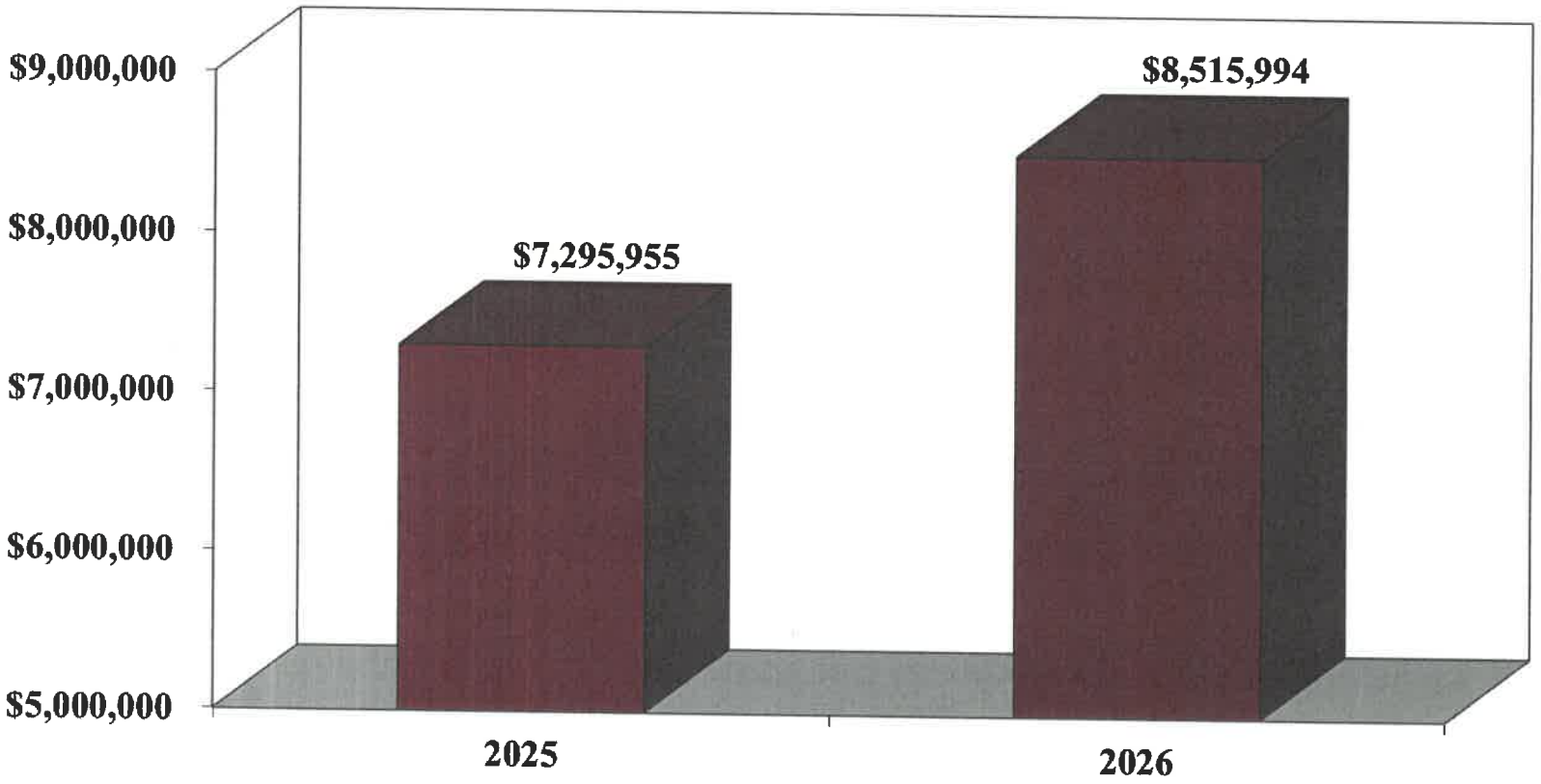
SALES AND SERVICES



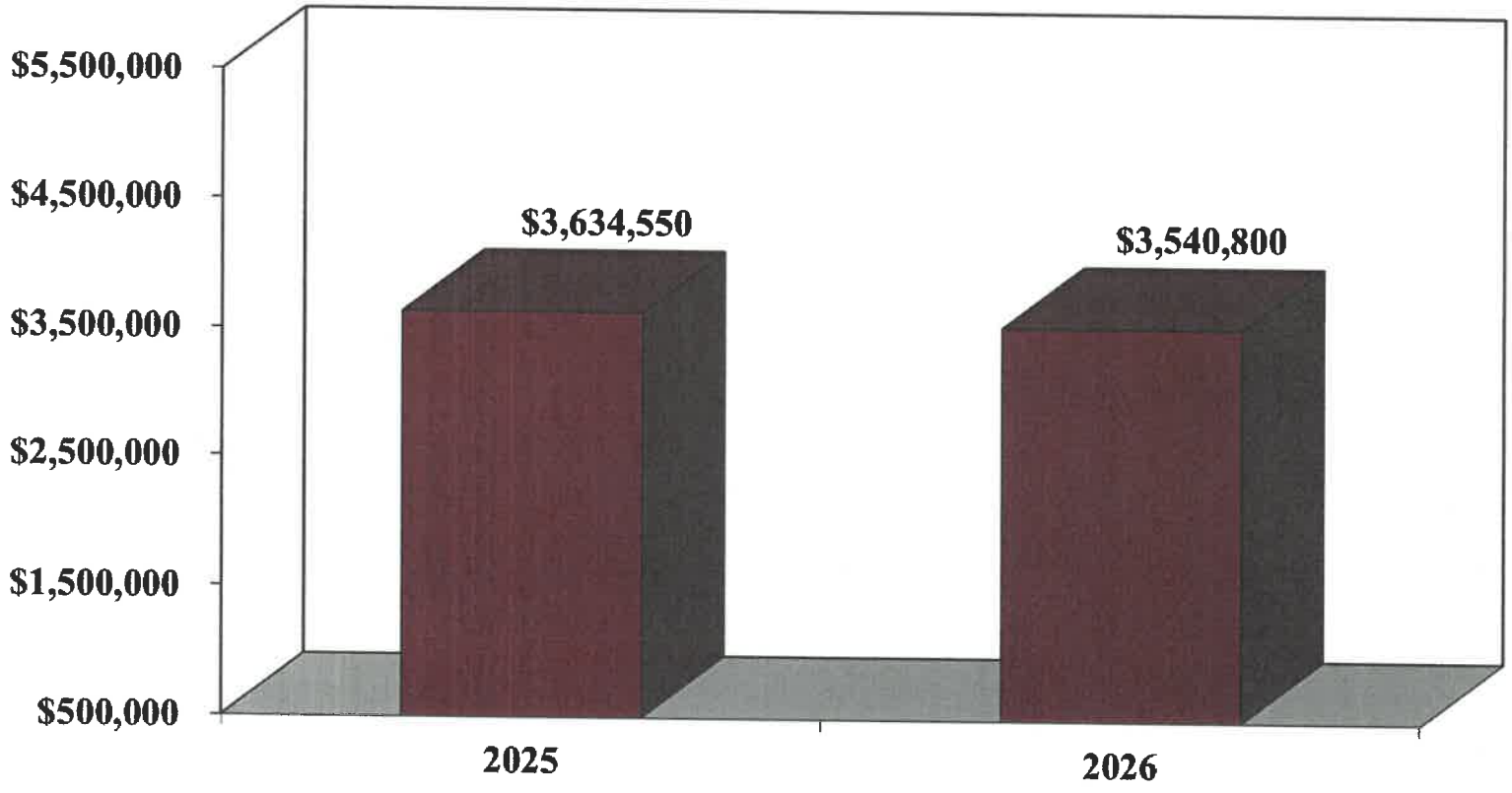
PUBLIC SAFETY



PUBLIC WORKS



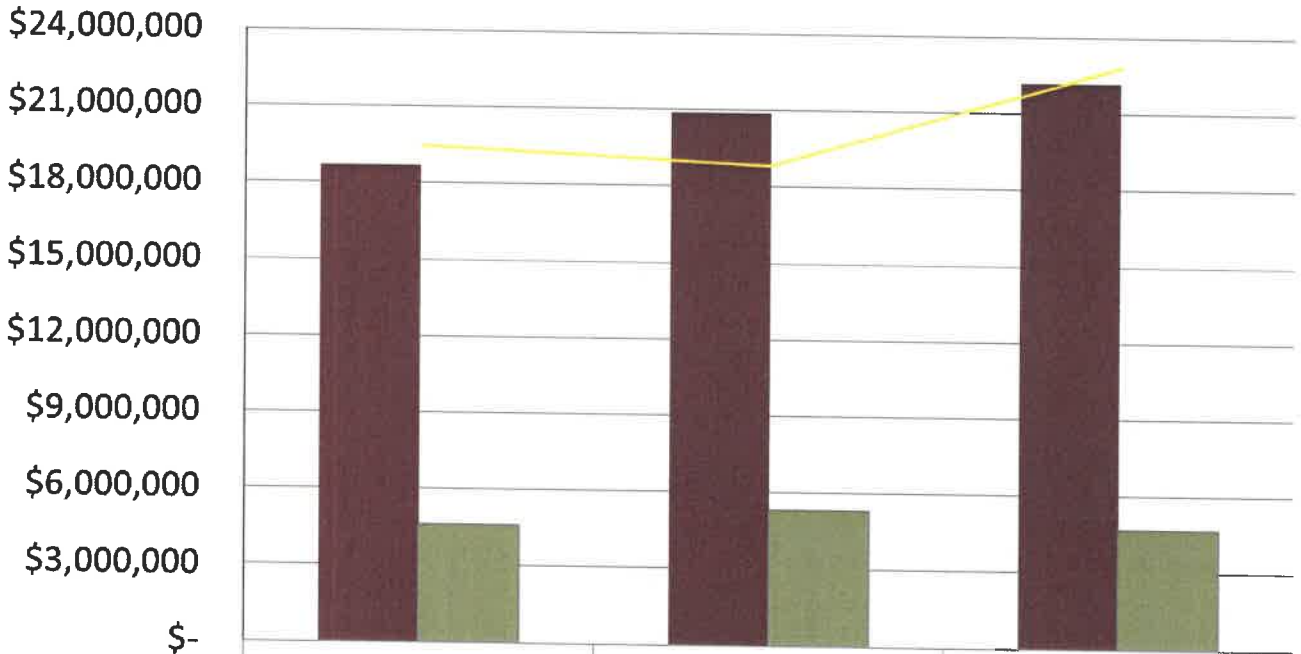
General Government



WATER & SEWER FUND

	2026	2025	$ Variance	% Variance
Revenues	$ 17,153,936	$ 15,811,997	$ 1,341,939	8.5%
Expenditures	$ 14,521,290	$ 14,298,689	$ 222,601	1.6%
Unrestricted Cash	$ 18,871,860	$ 15,844,277	$ 3,027,583	19.1%
Unrestricted Net Position	$ 18,718,265	$ 16,247,768	$ 2,470,497	15.2%

Quick Ratio – Water and Sewer



	2024	2025	2026
Current Assets	$18,660,514	$20,874,658	$22,195,456
Current Liabilities	$4,605,501	$5,324,399	$4,669,464
Quick Ratio	4.05	3.92	4.75

KEY PERFORMANCE INDICATORS

- Performance Indicators – Response Required
  - Water and Sewer Capital Asset Condition Ratio

KEY PERFORMANCE INDICATORS

- Positive performance indicators
  - Timely audit submission
  - No findings noted
  - GF available fund balance %
  - Water and Sewer Fund quick ratio
  - W&S operating net income and cash to expense ratio





Questions?

Jill Vang

(828) 327-2727

jvang@msa.cpa

www.msa.cpa

Finance Department

CITY OF THOMASVILLE
10 Salem Street / P.O. Box 368
Thomasville, North Carolina 27361-0368

Memo

To: City Manager, Mayor, and City Council

From: Finance Director

CC: Deputy City Manager

Re: FY 2026 – Audit Highlights

Greetings,

To supplement the FY 2026 audit presentation by Jill Vang of Martin Starnes & Associates (MSA), here's a brief summary of some key information and statistics for your reference.

MSA issued an unmodified/unqualified/clean opinion, meaning our financial statements are fully presented in all material respects in conformity with GAAP; statements are accurate and compliant with financial reporting standards and are a true and fair representation of the city's results for the year. Our statements are free from material misstatement.

We have no findings. We were able to account for every cent of the city's public funds and ensure fiscal accountability, responsibility, and transparency to our stakeholders, including the City Council and citizens of Thomasville. Thanks to Finance Department staff, and a special thanks to Eric Krpejs (Assistant Finance Director) and Angie Simerson (Accounting Operations Manager) for their time, effort, and diligence in leading our accounting operations and completing our annual audit work. Thanks, also, to all city departments and managers for the work done throughout the year to operate cost effectively and comply with all legal, statutory, and policy requirements and maintain appropriate documentation to help us meet our annual audit requirements.

MSA conducted single audits of 3 major federal/state programs: 1) Powell Bill; 2) Rains Road Pump Station Upgrade - ~$7.43 million capital grant (state ARPA)/SRF loan project, and 3) 2024 Waterline Replacement Project - ~$3.53 million state grant-funded project. Single audits are comprehensive, organization-wide examinations of an entity's financial activities and its compliance with federal/state award requirements.

Key Financial Performance Statistics:

- Total General Fund revenues exceeded budgetary estimates by 3% or $1,097,107: sales tax - +$406,306; building permits - +$200,259; golf course green/cart/driving range fees - +$88,148; solid waste disposal fees - +$65,978.
- Property tax revenues increased by less than .5%, or $53,751, over prior year. Sales tax revenue increased by 3.8%, or $406,306. Golf course total revenues increased by 8.7%, or $88,148, and have exceeded $1 million each of the last 2 years.
- Retail Water & Sewer Fund revenues (primary W&S Fund revenue source) increased by 7.9% or $1,153,691, due to a 4.3% increase in utility rates and ~$293,000 in additional sewer revenue from Nucor Corporation's steel micro mill and adjacent rebar fabrication facility in Davidson County.
- *Available fund balance* in the General Fund (as a percentage of net expenditures) increased by .4% (from 86.64% to 87.01%). *Available fund balance* totals $30,432,290 and is the measure of the financial resources available (not committed or restricted). It's the metric used to measure the financial standing of local governments in relation to other local governments. *Available fund balance* includes all spendable funds including those that are designated for specific purposes (i.e., tax reserve balances and fund balance appropriations in the subsequent budget year). Based on FY 2025 data, average *available fund balance* as a percentage of total expenditures for municipal units without electric systems was 61.52%. The LGC recommends a minimum of 25% for municipalities our size.
- *Unassigned fund balance* in the General Fund is the total fund balance remaining, with no internal constraints or commitments, which can be appropriated by Council during an emergency, to fund capital items, or for any purpose deemed necessary. This is the type of fund balance we include in our Fiscal Policies and is reported to Council routinely. **Our *unassigned fund balance* increased by $1,292,376 (now $23,602,205) but decreased 2.8% (from 70.3% to 67.48%) as a percentage of net expenditures. This marks the 6th consecutive year we've increased our nominal *unassigned fund balance***

(up $17,786,098 over a six-year period) but the first year since 2020 that our ratio (% of actual expenditures) has decreased (up 43.8% over a six-year period).

- **We will likely see this trend continue (decreasing ratio) until we begin, again, to balance annual General Fund budgets without the use of *unassigned fund balance*. To do so, we'll need to substantially increase recurring revenue sources such as property taxes and customer fees, reduce operational costs as much as possible, and limit fund balance spending for capital projects. Our auditors have noted that the continuation of using fund balance to offset losses - greater expenses than revenues – could result in deterioration of the city's fund balance available.** The first step is to ensure we attempt to balance the FY 2028 budget, or, if not yet possible, ensure we are taking steps to move toward a balanced budget in FY 2029.
- In FY 2026, $1.325 million in fund balance (total fund balance appropriation of $1,725,441) was used to balance the budget. In FY 2027, $968,268 in fund balance was used to balance the budget, but our total fund balance appropriation was $1,590,913 higher ($3,316,354 total) due to higher pay-as-you-go capital expenses and a $1,000,000 appropriation for the Palace Theater renovation project. Funds will also be needed to supplement state grant funding for the CDBG NR Strickland Center/Carver Park renovation project.
- Our *unrestricted net position* in the Water/Sewer Fund increased by $2,443,497 (now $18,718,265). **Our W/S Fund unrestricted cash and investments ($18,871,860) is 132% of total net expenditures (excluding depreciation), up from 111%, which means we have more than a full year of operational expenses held in retained earnings (only 16%, or 2 months, required by LGC).**
- Water & Sewer Fund *quick ratio* is 4.8 (up from 3.92) and exceeds the minimum requirement of 1. The ratio measures the ability to pay the fund's short-term liabilities using liquid assets such as cash, investment securities, and accounts receivable.
- We have one *Financial Performance Indicator of Concern (FPIC)* in the Water & Sewer Fund (not an audit finding): Our *W/S condition of assets ratio* is currently .26 (down from .29). In FY 2023, the LGC added a requirement that a system's remaining useful life of assets should meet or exceed a .50 threshold. The ratio is calculated as: [1 – (Total Accumulated Depreciation Costs/Gross Value of Assets)]. With aging assets, accumulated depreciation costs are higher,

as the gross value of assets decreases; resulting in a lower ratio. The FPIC indicates the need to replace water/sewer assets and increase the ratio in the near future. I'm required to inform Council and submit a response to the LGC stating a plan toward achieving the required ratio. My response is included in the agenda and must be signed by the required majority of Council.

Thanks to all city staff, departmental leadership, Mayor, City Council, and the Finance Department for the successful completion of another fiscal year in which we were able to fund Council/Administration priorities, safeguard public assets, ensure fiscal responsibility and transparency, deliver quality public services, preserve the city's financial health, and improve public service output.

The absence of audit findings indicates no significant issues with our internal control framework; public funds and resources are effectively and transparently reported and accounted; adequate controls are in place to protect public resources from misappropriation and misuse; financial operations are effectively managed; we have adequate policies, procedures, and safeguards in place to ensure operational efficiency and prevent fraud; and we are compliant with all legislative requirements and statutory regulations.

Sincerely,

Thomas Avant

General Fund (010)
Fund Balance Calculation
FY 2026

Financial Statements: Exhibit C	Total Fund Balance	$ 37,453,138.00
010-0000-140-00-00 (also Exhibit C)	Inventory	$ 118,903.00
Financial Statements: Exhibit C	Stabilization by State Statute	$ 6,901,945.00
	Available Fund Balance	**$ 30,432,290.00**
Financial Statements: Exhibit D	Actual Total Expenditures	$ 36,175,032.00
Financial Statements: Exhibit D	Other Financing Sources (Uses): Transfers to Other Funds	$ 1,199,456.00
	Total Uses	**$ 34,975,576.00**
	Available Fund Balance	**87.01%**
010-0000-291-01-00	Reserved Fund Balance/Powell Bill	$ (1,166,670.69)
	Powell Bill / Total Uses	3.34%
Financial Statements: Exhibit C	**Unassigned Fund Balance**	**$ 23,602,205.00**
	Unassigned Fund Balance	**67.48%**
	Unassigned + Powell Bill	70.82%
Financial Statements: Exhibit C	**Committed/Assigned Fund Balance**	**11.59%**

General Fund
Unassigned Fund Balance Trending (FY 2020-Present)

Year	Unassigned Fund Balance Amount	UFB Annual Increase/(Decrease)	% Increase/(Decrease)	*FB as a % of Actual Expenditures	Increase/(Decrease) as a % of Actual Expenditures	Total Uses (Expenses and Outflows)	Increase/(Decrease) in Total Uses	% Increase/(Decrease) in Total Uses
2020	$ 5,816,107.00			23.72%		$ 24,518,939.00		
2021	$ 9,009,706.00	$ 3,193,599.00	54.91%	37.50%	13.78%	$ 24,026,652.00	$ (492,287.00)	-2.01%
2022	$ 13,325,114.00	$ 4,315,408.00	47.90%	52.99%	15.50%	$ 25,144,532.00	$ 1,117,880.00	4.65%
2023	$ 17,425,781.00	$ 4,100,667.00	30.77%	59.80%	6.81%	$ 29,138,516.00	$ 3,993,984.00	15.88%
2024	$ 20,811,253.00	$ 3,385,472.00	19.43%	67.07%	7.27%	$ 31,029,513.00	$ 1,890,997.00	6.49%
2025	$ 22,309,829.00	$ 1,498,576.00	7.20%	70.30%	3.24%	$ 31,733,207.00	$ 703,694.00	2.27%
2026	$ 23,602,205.00	$ 1,292,376.00	5.79%	67.48%	-2.82%	$ 34,975,576.00	$ 3,242,369.00	10.22%

Note: $1,325,000 in unassigned fund balance was used to balance the FY 2026 budget to offset cost increases due to 12 new full-time positions, 3% COLAs, and first-year implementation of salary study recommendations (through FY 2028). In FY 2026, our unassigned fund balance increased by ~$1.3 million, but % of actual expenses decreased by 2.8%. If the $1.325 million was added back to unassigned fund balance, our % of actual expenditures would have increased by ~1% (71.27%).

*City of Thomasville Fiscal Policies require maintaining unassigned fund balance of ≥ 50%.

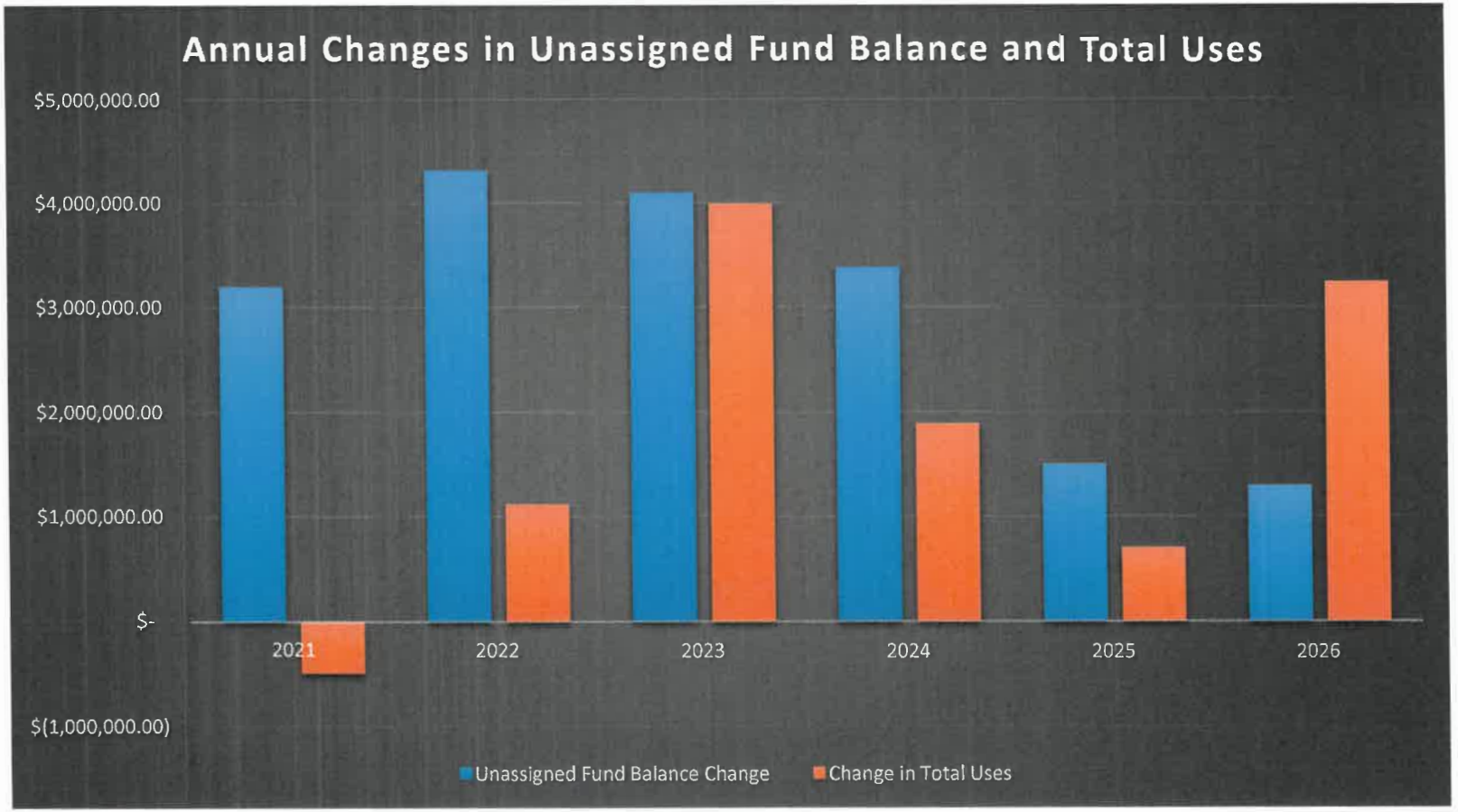
Example of calculation of fund balance as a percentage of annual expenditures (FY 2025):

Unassigned Fund Balance	$	23,602,205.00
Actual Expenditures	$	34,975,576.00
Fund Balance % of Actual Expenditures		67.48%

Based on FY 2026 actual expenditures, reducing unassigned fund balance by $1 million would reduce our FB % by 2.86% (from 67.48% to 64.62%)
Note: Annual expenditures increase annually.
Even if we add to fund balance, but at a lower proportion than our increase in actual expenditures, our fund balance percentage could decrease.
Therefore, it's critical to attempt to add as much to fund balance annually, if possible, to offset any reductions when fund balance is used to fund projects.
See model below:

Current Fund Balance	Actual Expenditures	*FB as a % of Actual Expenditures
$23,602,205.00	$ 34,975,576.00	67.48%

Addition to Fund Balance	Actual Expenditure Increase	*FB as a % of Actual Expenditures	Increase/Decrease in %
$ 1,000,000.00	$ 1,000,000.00	68.39%	0.90%
$ 1,000,000.00	$ 2,000,000.00	66.54%	-0.95%
$ 1,000,000.00	$ 3,000,000.00	64.78%	-2.70%
$ 1,000,000.00	$ 4,000,000.00	63.12%	-4.36%
$ (1,000,000.00)	$ 4,000,000.00	57.99%	-9.49%


Annual Changes in Unassigned Fund Balance and Total Uses
$5,000,000.00
$4,000,000.00
$3,000,000.00
$2,000,000.00
$1,000,000.00
$-
$(1,000,000.00)
2021
2022
2023
2024
2025
2026
Unassigned Fund Balance Change
Change in Total Uses

City of Thomasville
Fund Balance History

Year	Available Fund Balance	Powell Bill	Committed/ Assigned Fund Balance	Unassigned Fund Balance
2026	87.01%	3.34%	11.59%	67.48%
2025	86.64%	4.02%	6.95%	70.30%
2024	75.54%	2.72%	3.16%	67.07%
2023	67.87%	2.66%	5.40%	59.80%
2022	62.12%	4.51%	4.61%	52.99%
2021	45.25%	2.42%	5.32%	37.50%
2020	38.80%	.39%	14.69%	23.72%
2019	43.93%	.35%	18.78%	24.80%
2018	40.38%	.79%	10.45%	29.14%
2017	38.93%	1.58%	6.91%	30.49%
2016	41.63%	3.39%	8.13%	30.11%
2015	34.56%	3.71%	3.11%	27.74%
2014	30.01%	4.39%	3.70%	21.92%
2013	27.88%	3.72%	3.49%	20.67%
2012	29.17%	4.27%	3.37%	21.53%
2011	25.97%	5.54%	3.21%	17.21%
2010	27.70%	7.45%	3.13%	17.12%
2009	27.47%	6.66%	2.87%	17.94%
2008	24.81%	7.53%	2.83%	14.45%
2007	15.47%	7.00%	2.78%	5.69%

2006	9.71%	6.96%	2.56%	.19%
2005	7.64%	5.90%	2.56%	(.82%)
2004	11.73%	5.51%	2.14%	4.08%
2003	14.49%	7.58%	2.33%	4.58%
2002	25.54%	6.68%	2.24%	16.62%

Agenda Item Cover Sheet

Admin. Use Only:

NOTE: Committee Meeting Held on Thursday, November 5.

Committee Name Personnel/Finance

Committee Date And Agenda # 11.5.26 PF3

Item Name:

Public Hearing for Economic Development Project Bagel

Description of Item:

Space holder to place on regular agenda a public hearing for economic development

Back-Up Materials:

NA

Council Action Requested:

No Action Required

Requested By: M. Brandt **Department:** Administration

0900 LEGALS

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the Thomasville City Council will hold a Public Hearing for the Consideration of an Economic Development Incentive for Project Bagel. Said public hearing is scheduled for Monday, November 16, 2026 at 6:00 P.M. at 20 Stadium Drive, Thomasville, N.C. All residents of Thomasville shall be given the opportunity to be heard at such hearing. The meeting facilities of the City of Thomasville are accessible to people with disabilities. The City provides the opportunity to request in advance auxiliary aids and services if you need special accommodations. Please contact the City Clerk at (336) 475-4214 to request services or further information. This the 3rd day of November, 2026.

November 3, 2026

MINUTES FOR THE THOMASVILLE CITY COUNCIL BRIEFING MEETING ON MONDAY, OCTOBER 12, 2026 AT 4:00 PM AT 20 STADIUM DRIVE, THOMASVILLE, NC.

Elected officials in attendance: Mayor Raleigh York, Jr.; Mayor *Pro Tem* Lisa Shell; and Council Members Doug Hunt, JacQuez Johnson, Dana Lomba, Ericka Sanders, and Payton Williams. Council Member Hunter Thrift had an excused absence.

1. Call to Order – Mayor York called the City Council Briefing Meeting to order.

2. Additions and Deletions to the Agenda

   Mayor Pro Tem Lisa Shell asked Council to consider adding:

   6.B. Recognitions and Presentations: Proclamation for Domestic Violence Awareness Month

   Council Member Johnson asked Council to consider adding:

   6.C. Recognitions and Presentations: Proclamation for Learning Disability Awareness Month

   City Manager Michael Brandt asked Council to move the closed session scheduled for this evening to next week instead, because of Councilman Thrift's absence.

   Council Member Hunt made a motion to approve the agenda as amended. Council Member Johnson seconded and the motion carried 6-0.

3. Recognitions And Presentations *on October 12, 2026*

   Before the formal agenda business, Mayor York welcomed Thomasville Parks and Recreation Department’s young men's mentorship group and its leader, Evander Davis.

   Mr. Davis explained that the program, now in its second year, serves boys in grades 2 through 5. It meets at the Aquatic Center every Monday after school for about an hour. It focuses on character development, using real-life scenarios to prepare the boys for situations they will face now and later.

   Council members praised the program, and the group joined the Council for a photograph.

   A. Kern Street School Redevelopment Concept Plan Review

      Deputy City Manager Eddie Bowling presented three concept plans for the Kern Street redevelopment. The presentation covered ownership structure (HOA or individual lots), infrastructure burden (public or private streets), required zoning pathways, and long-term maintenance.

      Option 1 was a 24-unit, 900 – 1,500 sq. ft. condominium-style plan. It would yield the most homes, which would have private driveways, sidewalks, common areas, and a stormwater pond maintained by an HOA.

It would likely carry the highest HOA fees, though, which could undercut the goal of affordable homeownership. In addition, it would require zoning changes.

Deputy City Manager advised that comparable communities charge $50 to $100 per month for HOA fees, and that Option 1 would likely fall at the high end because the HOA would maintain exteriors, lots, sidewalks, and the stormwater pond.

Council Member Hunt cited Royal Manor on Highway 62, a 52-unit patio-home community. Its $100 monthly dues proved insufficient for maintaining exteriors and streets, and its covenants had to be amended to make homeowners responsible for exteriors. He cautioned that this was a consideration for any HOA-based plan.

Option 2 was an 18-unit traditional individual-lot plan, based on 1,200-square-foot homes, with a new city street from Kate's Avenue to Leonard Street. It produced the lowest number of homes and would require relief from the R-6 framework for rear setback and minimum lot size, through the Board of Adjustment or a PUD/cluster development.

Option 3 was a 20-unit moderate-density plan with individual homeownership and a public street. It would require cluster development to reduce lot sizes. Frontage would have to be reduced from 50 feet to about 35 feet, and setbacks would have to be reduced from 25 feet to 15–18 feet.

Planning and Adjustment Administrator Chuck George responded to Council Member Johnson that nine homes of about 900 square feet would face the new street, seven 1,200-square-foot homes would run across the back, and four would be adjacent to the stormwater pond.

Mr. George explained that the project would first go to the Planning Board for preliminary approval and then to full construction plans. Construction could be phased, but the pond and the high-density lower portion would likely come first. The timing would be a decision for the developer, McGill.

DCM Bowling replied to a question from Council Member Sanders, stating that the stormwater pond would collect runoff from the site only and would not help the drainage issue at the cemetery.

He advised Council that Options 2 or 3 would likely best meet Council's goals for homeownership and affordability. He thought they would like Option 3 for its cottage-style homes and 20 lots.

The Council Members preferred Option 3 because of its variety of housing sizes, its support for working families, and its 20 units. By a nod of heads, they directed staff to proceed with Option 3.

DCM Bowling advised that staff will work with McGill to begin development, with a goal of breaking ground in 12 months.

4. Regular Agenda on October 12, 2026

A. Consideration of Contract with CPL for Architectural and Engineering Design Services for the Reginald Strickland Community Center and Carver Park Project

City Manager Brandt explained that the contract covers detailed engineering design, based on the preliminary work Council previously approved, and construction management.

The contract amount is $365,480, about 8 percent of construction cost, which is in line with typical services of this type.

CPL has already performed phase 1 work, and the City has had success with the firm. They will work to meet the City's timeline, so that grant funds can be expended as quickly as possible. This cost will be paid from those grant funds.

Council Member Johnson made a motion to approve the contract with CPL for architectural and engineering design services for the Reginald Strickland Community Center and Carver Park Project, in the amount of $365,480. Council Member Hunt seconded, and the motion carried 6-0.

B. Consideration of Temporary Road Closure Ordinances for Chair City Christmas and Star of Bethlehem Drive-Thru Nativity

City Manager Brandt advised that the Star of Bethlehem and Chair City Christmas events are recurring, and the organizers requested the same street closures as in prior years. He asked for approval at this meeting, because the ordinances must be submitted to NCDOT, since state roads would be closed, and the timeline was becoming tight.

Council Member Williams made a motion to approve the temporary road closure ordinances for Star of Bethlehem Drive-Thru Nativity and Chair City Christmas. Council Member Hunt seconded, and the motion carried 6-0.

5. Public Forum *on October 19, 2026* – People can sign up in person to speak for two minutes on any topic. The two-minute time limit will be enforced.

6. Recognitions and Presentations *on October 19, 2026*

A. Resolution in Support of Green Light for Veterans (Nov. 3 – 10) – This will be presented by Council Member Hunt.

B. Domestic Violence Awareness Month Proclamation – This will be presented by Mayor Pro Tem Lisa Shell

C. Learning Disability Awareness Month proclamation – This will be presented by Council Member JacQuez Johnson.

Council discussed lighting City Hall in the appropriate colors for these observances.

7. Consent Agenda – Council Members placed the following items on the *October 19, 2026* consent agenda:

A. Consideration of Minutes of the Briefing/Committees Meeting: September 14, 2026

B. Consideration of Minutes of the Council Meeting: September 21, 2026

C. Consideration of Award of Service & Maintenance Contract for Sewer Line Cleaning and CCTV Inspection

D. Consideration of Amendment to Special Event Approval Process and Application

E. Consideration of Amendment to Loading Zone Ordinance

8. Regular Agenda – Council placed the following items on the *October 19, 2026* regular agenda:

   Finance Director Thomas Avant described Budget Amendment 2027-P4-01, which transfered $60,000 from general fund contingency for the government relations contractual agreement. It also appropriates $800 in contributions for the Light of the Holidays event in the beautification fund. Council Member Johnson asked that the two actions be considered separately, so that Council could approve the transfer even if it disagreed with the other item. Mr. Avant agreed to split the amendment into two items (A & B) on the regular agenda.

   A. Consideration of Budget Amendment 2027 - P4 – 01 (Beautification)

   B. Consideration of Budget Amendment 2027 - P4 – 02 (Government Relations)

   C. Consideration of Amendment to the Main Street Map

   D. Consideration of Vehicle Safety and Telematics Program Policy (re: In-Dash Cameras)

   E. Consideration of Street Naming and Address Assignment Ordinance

   F. Consideration of Amendment to Animal Control Ordinance

   G. Call for Public Hearing Regarding Economic Development Grant for Project Bagel on November 16, 2026 at 6:00 PM at 20 Stadium Drive, Thomasville, NC

9. Council Reports and Appointments; Mayor's Report and Appointments; City Manager's Report; and City Attorney's Report *on October 19, 2026*

10. Closed Session for Personnel – This was changed to *October 19, 2026.*

11. Additions and Updates – There were no additions or updates.

12. Adjournment – Council Member Johnson made a motion to adjourn. Council Member Lomba seconded, and the motion carried 6 – 0. The meeting was adjourned.

MINUTES FOR THE THOMASVILLE CITY COUNCIL MEETING ON MONDAY, OCTOBER 19, 2026 AT 6:00 PM AT 20 STADIUM DRIVE, THOMASVILLE, NC.

Elected officials in attendance: Mayor Raleigh York, Jr.; Mayor *Pro Tem* Lisa Shell; and Council Members Doug Hunt, JacQuez Johnson, Dana Lomba, Ericka Sanders, Hunter Thrift, and Payton Williams.

1. Call to Order

   Mayor Raleigh York Jr. called the Thomasville City Council Meeting to order. He welcomed all those present in the chambers, as well as those joining via the city's website and social media.

2. Additions and Deletions to the Agenda

   City Manager Brandt reported no additions or deletions.

   Council Member Johnson made a motion to add an item to move the November committee meeting from November 3 to Thursday, November 5. Council Member Thrift seconded, and the item was added to the agenda by a vote of 7 – 0.

   Council Member Thrift made a motion to approve the agenda as amended. Council Member Hunt seconded, and the motion carried 7 – 0.

3. Public Forum

   A. Joseph Guzman, owner of Average Joe's Bar & Tap, reported a trash collection issue. Public Utilities Director Daryl Poole would get with him to find a resolution.

   B. Karen Biscoe, Vice President of the South Davidson Family Resource Center Board, spoke in support of the KADE Foundation, which offers full services to domestic violence clients. She added that the Family Resource Center now serves clients from Thomasville, Midway, and Lexington.

4. Recognitions and Presentations

   A. Proclamation – Domestic Violence Awareness Month (October)

      Mayor Pro Tem Shell presented this proclamation to Melissa Crook, declaring October 2026 Domestic Violence Awareness Month in the City of Thomasville. It encouraged residents to support efforts to prevent domestic violence, help survivors access assistance, and promote safe, healthy relationships.

      Ms. Crook founded the KADE Foundation in memory of her daughter, Officer Caitlin Cook, who died last December as a result of domestic violence. She explained that KADE stands for "Know the signs, Acknowledge the abuse, Decide to leave, and End the violence."

      She reported that North Carolina lost 162 people to domestic violence homicide in 2025, a 4.5 percent increase over the previous year. She said the Foundation provides safety planning and home security improvements at its Denton location

and is working toward developing Hope Village, Katie's Law, and a safety band. She thanked the Council for the recognition.

B. Proclamation – Learning Disability Awareness Month (October)

Council Member Johnson presented the proclamation declaring October 2026 as Learning Disability Awareness Month to Thomasville City Schools Superintendent Dr. Savage and Board of Education Members Nancy Staton and Malcolm Richbourg. The proclamation encourages understanding and inclusion for individuals with learning disabilities.

C. Resolution in Support of Green Light for Veterans (Nov. 3 – 10)

Council Member Hunt presented a Resolution in Support of Operation Green Light for Veterans from November 3 through 10, 2026. The City will illuminate some buildings and monuments in green lights and encourages residents and businesses to do the same. The Resolution noted that the Davidson County Veterans Service Agency serves approximately 9,000 veterans. Council Member Hunt added that an estimated 22 veterans a day are lost to suicide and said support is needed. Mayor York asked veterans in attendance to stand to be recognized.

Council Member Hunt made a motion to adopt the Resolution as presented. Council Member Johnson seconded, and the motion carried 7 – 0.

5. Consent Agenda – City Manager Michael Brandt explained these items:

A. Consideration of Minutes of the Briefing/Committees Meeting: September 14, 2026

B. Consideration of Minutes of the Council Meeting: September 21, 2026

C. Consideration of Award of Service & Maintenance Contract for Sewer Line Cleaning and CCTV Inspection

Award contract to KGR Utilities, Inc. for cleaning about 56,000 linear feet of sewer line for $196,000.

D. Consideration of Amendment to Special Event Approval Process and Application

The special event approval process needed updating due to the downtown social district, requirements for closing NCDOT, and local streets. It also updated processes for approval for ALE permits, TPD involvement, etc.

E. Consideration of Amendment to Loading Zone Ordinance

This removes a loading zone near 31 Salem Street and creates a larger zone on J. Thomas Way at the intersection with Salem Street. It also reduces the size of a loading zone on J. Thomas Way near the former Police Station.

Council Member Thrift made a motion to approve the consent agenda as presented. Council Member Hunt seconded, and the motion carried 7 – 0.

6. Regular Agenda

A. Consideration of Budget Amendment 2027 - P4 – 01

City Manager Brandt explained that this amendment appropriates $800 in revenue from a donation for the Light Up the Holidays event, sponsored by the Beautification Committee.

Council Member Thrift made a motion to approve Budget Amendment 2027-P4-01. Council Member Sanders seconded, and the motion carried 7 – 0.

B. Consideration of Budget Amendment 2027 - P4 – 02

City Manager Brandt explained that this amendment was required before signing a contract with the government relations firm that the Council selected to assist with state and federal grants and other opportunities. It transfers $60,000 from Contingency to Professional Services in the General Fund and leaves $435,100 in Contingency.

Council Member Williams said the Council had deliberated at length. Although she is personally against lobbying, calling it "fundamentally anti-democratic" to have to pay someone to speak to a representative on a community's behalf, she did not want her opinion to cause the City to miss out on funding. Therefore, she was willing to try the contract. She noted that the Council could reevaluate at the end of the year.

Council Member Johnson stated he would vote no because the district's House and Senate representatives are supposed to represent the City's interests without having to pay a lobbyist, and they should be present in those spaces to hear local government's concerns.

Council Member Hunt made a motion to approve Budget Amendment 2027-P4-02. Council Member Williams seconded, and the motion carried 6-1, with Council Member Johnson voting no.

C. Consideration of Amendment to the Main Street Map

City Manager Brandt explained that two parcels were omitted from the original NC Main Street program map: 14 East Guilford Street (the Big Chair Lofts) and 110 West Guilford Street (the former Carolina Underwear facility). Both are immediately outside the current boundary but are part of Downtown, and the amendment would make them eligible for future Main Street opportunities.

He clarified that Downtown is identified in three ways:

- The Municipal Service District (MSD): the larger area eligible for city economic development grants;

- the Main Street map; and

- the Social District, which allows public drinking on public sidewalks under specific standards.

The amendment would not change the MSD or Social District, and any change to those would require a separate vote and process.

Council Member Thrift made a motion to approve the amendment to the Main Street map. Council Member Hunt seconded, and the motion carried 7 – 0.

D. Consideration of Vehicle Safety and Telematics Program Policy (re: In-Dash Cameras)

City Manager Brandt explained that the North Carolina League of Municipalities Risk Management Services (the City's property and liability insurer) is offering this pilot camera program. It would install AI-enabled cameras and telematics in city vehicles beyond the police department, including fire trucks and large vehicles (with 360-degree cameras). The system would flag maintenance needs and record events, such as hard breaking or speeding, so employees can be coached on safety. It would also provide recorded evidence for accidents and complaints about missed trash or speeding. This policy update is required to implement the program.

Council Member Williams commended Risk Manager Thomas Manning for bringing the program to the City's attention.

Council Member Johnson asked if the system would use audio, and City Manager Brandt confirmed it would not use audio, so conversations in vehicles will not be recorded. In addition, the system will report video only when a triggering event occurs, and the footage will go to the Risk Manager to determine whether the event was valid and why it occurred.

Council Member Hunt made a motion to approve the Vehicle Safety and Telematics Program Policy as presented. Council Member Williams seconded the motion, and it carried 5 – 2, with Mayor Pro Tem Shell and Council Member Lamba voting against it.

E. Consideration of Street Naming and Address Assignment Ordinance

Planning and Zoning Administrator Chuck George presented an ordinance amending Chapter 70, Article 5 of the Code of Ordinances by adding new Section 70-144, Street Name and Address Assignment.

The ordinance provides for the orderly assignment of addresses, including infill development and changes to street names and numbers within the City and its Extraterritorial Jurisdiction (ETJ) to protect public safety and help emergency responders.

It gives the Department of Planning and Community Development authority to assign and modify addresses and gives the Board of Adjustment decision-making authority on street name changes.

Council Member Thrift made a motion to approve the Street Naming and Address Assignment Ordinance. Council Member Johnson seconded, and the motion carried 7 – 0.

F. Consideration of Amendment to Animal Control Ordinance

Chief Carter of the Police Department presented amendments to Chapter 10, Article 2, Section 10-36 (domestic animals). The amendments:

- Remove "not for breeding purposes" from the section title.
- Leave the three-dog limit unchanged and add a clarification that breeding of dogs is governed by Section 10-37.
- Add new subsection (f) on livestock, which requires a minimum lot size of 2 acres, limits livestock to one animal per 2 acres of pasture with a maximum of five, and requires enclosures to be at least 200 feet from residential structures on other lots and 20 feet from any property line. Swine remain prohibited under Section 10-2.
- Add new subsection (g) on poultry, which limits keeping to hens only, with a maximum of five per dwelling, prohibits roosters and other male poultry, and prohibits poultry in multifamily structures.
- Add new subsection (h), a grandfather provision allowing livestock and poultry lawfully kept before October 19, 2026 to remain for their natural lives, provided owners do not add animals that increase or perpetuate noncompliance. It does not apply to animals prohibited under other ordinances.

Council Member Williams thanked staff for their efforts and research but said the ordinance was too restrictive, in her opinion, and she would be voting no.

Council Member Hunt made a motion to approve the amendment to the Animal Control Ordinance. Council Member Lomba seconded, and the motion carried 5 – 2, with Council Members Johnson and Williams voting no.

G. Call for Public Hearing Regarding Economic Development Grant for Project Bagel on November 16, 2026 at 6:00 PM at 20 Stadium Drive, Thomasville, NC

Council Member Thrift called for a public hearing regarding an economic development grant for Project Bagel on November 16, 2026 at 6:00 PM at 20 Stadium Drive, Thomasville, NC. Council Member Johnson seconded, and the motion carried 7 – 0.

H. Consideration of Change of next Committee Meeting Date to November 5

Council Member Johnson made a motion to move the committee meeting, normally held on the first Tuesday of the month, from November 3 to Thursday, November 5, due to Election Day.

Council Member Williams encouraged everyone to vote on or before November 3rd.

Council Member Shell seconded, and the motion carried 7 – 0.

7. Council Reports and Appointments; Mayor's Report and Appointments; City Manager's Report; and City Attorney's Report

Mayor Pro Tem Shell thanked those who attended Everybody's Day and Night and encouraged anyone in a domestic violence situation to reach out for help.

Council Member Sanders attended: ribbon cuttings for the bagel shop and Ginnie Mae Residence Care; the installation of the new superintendent at Thomasville City Schools; and the LAUNCH/AVANZA event at the Woman's Club. She thanked the domestic violence advocates and shared that the evening was emotional for her because of her mother's experience of abuse.

Council Member Williams thanked the KADE Foundation and praised the LAUNCH/AVANZA pitch competition for the economic mobility initiative. The program supports emerging and established small businesses, some of which will have pop-up shops on Salem Street over the holidays.

Council Member Thrift represented the Mayor at the Miss Thomasville pageant. He also welcomed Dr. Savage, who has been on the job about two weeks.

Council Member Hunt participated in the Party in the Park. He also spoke about the three constitutional amendments on the November 3 ballot, saying he supports the first two but opposes the one that would restrict local councils' ability to levy taxes, which he said amounts to state micromanagement. He encouraged residents to vote.

Council Member Johnson noted the many ribbon cuttings, the swearing-in of the school superintendent, and Breast Cancer Awareness Month. He thanked Blythe Leonard for again hosting the Pink Chair initiative.

Council Member Lamba advised the public that Christmas parade applications are available at the Tourism office. She added that items for the 250th anniversary time capsule must be dropped off at the Depot (44 West Main) by October 23rd. She also reported on the THB grand opening and serving as a LAUNCH/AVANZA judge.

Mayor York reported on the Mayor's Cup golf tournament, which raised over $26,000 for Habitat for Humanity to help build a second house on Fisher Ferry Street. He also attended the reception for Superintendent Dr. Savage and ribbon cuttings for: Naomi Ruth Bible Bookstore, The Collective Co., THB Bagelry and Deli, and Ginnie Mae Residence Care. He also attended the Thomasville Fire and Rescue Safety Fest, the LAUNCH/AVANZA pitch competition (winners had not yet

been announced), and the Farmers Market chili cook-off (as a judge.) He further attended the BRDG program rollout at Bethel Church on Fisher Ferry, organized by Pastor Calvin Smith of First Missionary Baptist Church to bring segments of the community together.

City Manager Brandt reported that Everybody's Day and Night opened the fall and winter events season. Upcoming events included:

- Parks and Recreation's Movie in the Park (The Nightmare Before Christmas) at PACE Park Amphitheater this Friday;
- Piedmont Pediatrics' trunk-or-treat Downtown next Thursday; and
- Pet costume contest at the Downtown gazebo on October 31 at 2 PM.

He described Operation Silver Rail on October 14, a full-scale emergency exercise simulating a rail derailment and vehicle rollover. It involved regional emergency agencies, Novant Health, 911 and EMS crews, and about 40 volunteers from the Senior Club who acted as victims. The exercise revealed some communication gaps, and he thanked Emergency Manager Sam Olshinski for the event.

He also noted that Eddie Bowling and Atalia Cardenas were attending an economic development conference in California, and he thanked Noah for running the voting.

City Attorney Whitman shared that a prospective downtown business owner from Charlotte said his company sees Thomasville as "ahead of the curve," and she urged the community to support downtown businesses.

She noted the recent passing of Dale Everhart, longtime owner of Forest Jewelers, and attorney Frank Green.

She thanked Thomasville Medical Center for subsidizing the meals provided to Meals on Wheels for those in need.

She also reported that the Quality Inn, under new ownership, has not been filing occupancy tax returns or paying occupancy tax. The City is working actively with the owners, and legal action may result if the matter is not resolved.

8. Closed Session for Personnel

Council Member Thrift made a motion to go into closed session for personnel. Council Member Hunt seconded, and the motion carried 7 – 0. Council went into closed session. When they returned to open session, Mayor York announced that no action was taken in closed session

9. Additions and Updates

Council Member Thrift made a motion to make the following appointments to the Historic Preservation Commission:

Full Seat: Melissa Hutton & Alternate Seat: Kinslee Furr

Council Member Johnson seconded the motion, and it was approved 7 – 0.

10. Adjournment – Council Member Johnson made a motion to adjourn. Council Member Lomba seconded, and the motion carried 7 – 0.

Agenda Item Cover Sheet

Admin. Use Only:

NOTE: Committee Meeting Held on Thursday, November 5.

Committee Name Personnel/Finance

Committee Date And Agenda # 11.5.2026 PF4

Item Name:

Approval of Extension of Aquatech Contract

Description of Item:

Aqua Tech has offered the City the opportunity to extend and lock in the current contracted pricing through 2029.

Back-Up Materials:

Ammendment

Council Action Requested:

Approval of Extension of Aquatech Contract

Requested By: C. Tobin **Department:** TP&R

AMENDMENT TO STAFFED POOL MANAGEMENT CONTRACT

This Amendment (the "Amendment") is made and entered into as of October 22, 2026, by and between **Aqua Tech Pool Management** (hereinafter "AQUA TECH") and Thomasville Aquatic Center (hereinafter "OWNER"), collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Staffed Pool Management Contract (the "Original Contract") dated November 21, 2023;

WHEREAS, the Parties desire to extend the term of the Original Contract and modify certain provisions as outlined herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Extension of Term:** The term of the Original Contract is hereby extended for an additional period of 1year commencing on January 1, 2028 and terminating on December 31, 2029, unless earlier terminated in accordance with the Original Contract.
2. **Scope of Services:** The services to be provided under the extended term shall remain consistent with the scope outlined in the Original Contract, subject to any mutually agreed modifications.
3. **Compensation:** Compensation for the extended term shall be **$146,828.00** plus any applicable taxes payable in accordance with the terms set forth in the Original Contract unless otherwise specified herein.
4. **Remaining Terms Unaffected:** Except as expressly modified by this Amendment, all other terms and conditions of the Original Contract shall remain in full force and effect.
5. **Entire Agreement:** This Amendment, together with the Original Contract, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior understandings or agreements, whether written or oral, relating thereto.
6. **Governing Law:** This Amendment shall be governed by and construed in accordance with the laws of the State of North Carolina.
7. **Terms of this extension agreement are valid only if executed prior to January 1, 2027.**

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

Service Provider:
AQUA TECH
Signature: Jeffrey Frey
Name, Title: COO
Date: 10.22.2026

Client:
THOMASVILLE AQUATIC CENTER
Signature: _____
Name, Title: _____
Date: _____

Memorandum

October 29, 2026

To: Mayor York, Jr.
Hunter Thrift, Chair Personnel/Finance Committee

From: Michael Brandt, City Manager
Alisa Quick, Human Resources Director

RE: Proposed Personnel Policy Amendment to Appendix A (Position Grade and Salary)

Over the past three years, the City Council has approved salary and classification studies to align employee salaries with comparable positions within our market area. As part of this review, staff identified concerns with salary "compression" within similar job classifications. Salary compression occurs when employees with less years of service, but within the same grade or in a lower grade, surpass employees with longer tenure or higher position when educational incentives and licensure are taken into account.

Unfortunately, this compression has continued to show up within departments. We believe that this is partly attributed to the initial salary/compensation review in which PTRC was not aware of our policy of providing a 5% probationary increase to all new hires and promotional opportunities. In order to address this, I have requested PTRC to review this issue for those departments that were studied the last two years, and to develop a plan to address this both for the previous reviews and the review underway now, with the caveat that funding is limited to address this. I expect to be able to present the results of this study for the previous cohorts in December, with a proposal for adjusting salaries for some employees affected by compression.

While we are in the process of reviewing our entire Personnel Policy, including pay and promotion policies, we are requesting that City Council adopt a new Appendix A that reduces all starting grades by 5% for new hires. In this manner, when a new employee is hired, they will still receive the 5% probationary increase, but it will be based on a lower starting salary and bring them to current Appendix A grade, which should be below any current employee, thereby not continuing to create compression issues.

APPENDIX A: CLASSES TO GRADES SCHEDULE

CITY OF THOMASVILLE

EFFECTIVE UPON ADOPTION NOVEMBER 16, 2026

Pay Grade	Classification of Job Title	Minimum Annual	Minimum Hourly	Maximum Annual	Maximum Hourly
17	Customer Service Golf (Part-time)	$ 27,952.47	$ 13.44	$ 47,519.16	$ 22.85
18	Assistant Golf Professional I Office Support I Parks & Recreation Worker I	$ 29,350.09	$ 14.11	$ 49,895.10	$ 23.99
19	Golf Greenskeeper I	$ 30,817.92	$ 14.82	$ 52,390.46	$ 25.19
20	Parks & Recreation Worker II Lead Operator Golf Office Support II	$ 32,358.47	$ 15.56	$ 55,009.38	$ 26.45
21	Golf Greenskeeper II Meter Reader Peak Time Collections Clerk Utilities Maint/Constr Laborer Public Works Laborer Sanitation Collector	$ 34,485.96	$ 16.58	$ 57,476.93	$ 27.63
22	Accounting Clerk I Assistant Golf Professional II Communication Clerk I	$ 36,210.45	$ 17.41	$ 61,557.18	$ 29.59
23	Administrative Specialist I Call Center Operator Collections Clerk Equipment Operator I Fleet Service Assistant Maintenance Mech/Cemetery Sanitation Equipment Operator W/S Plant Operator Apprentice/Trainee	$ 38,021.07 $ 38,021.07	$ 18.28 $ 18.28	$ 64,635.24 $ 64,635.24	$ 30.62 $ 30.62
24	Accounting Clerk II Assistant/Spray Technician (Golf) Auto Mechanic I Communication Officer II	$ 39,921.73	$ 19.19	$ 67,866.95	$ 32.63

	Equipment Operator II						
	Firefighter Trainee*	$ 39,921.73	$ 13.71	$ 67,866.95	$ 23.31		
	Meter Services Technician						
	Signs & Signals Technician	$ 39,921.73	$ 19.19	$ 67,866.95	$ 32.63		
	Streets Operator II						
	W/S Plant Operator I						
25	Accountant/Accounting Technician	$ 41,918.31	$ 20.15	$ 71,260.15	$ 34.26		
	Administrative Specialist II						
	Animal Control Officer						
	Equipment Operator III						
	Firefighter I*	$ 41,918.31	$ 14.40	$ 71,260.15	$ 24.47		
	Golf Greens Crew Leader						
	Golf Turf Mechanic						
	Parks & Recreation Crew Leader						
	Permits Specialist						
	Powell Bill Equipment Operator III						
	Recreation Center Supervisor						
	Recreation Specialist						
	Sanitation Equipment Operator, Senior						
	Underground Utility Locator						
	W/S Maintenance Technician						
	W/S Plant Relief Operator						
26	Auto Mechanic II	$ 44,013.74	$ 21.16	$ 74,823.65	$ 35.97		
	Billing Clerk						
	Human Resources Technician						
	Firefighter II*	$ 44,013.74	$ 15.11	$ 74,823.65	$ 25.69		
	Records/Communications Supervisor						
	Streets Crew Leader						
	W/S Plant Operator II/C						
27	Code Inspector I	$ 46,214.86	$ 22.22	$ 78,565.27	$ 37.77		
	Engineering Technician						
	Executive Assistant						
	Fire/Rescue Specialist*	$ 46,214.86	$ 15.87	$ 78,565.27	$ 26.98		
	Lead Billing Clerk						
	Lead Meter Reader						
	Maint/Constr Crew Leader						
	Park Officer						
	Recreation Program Manager						
	W/S Plant Operator III/B						
	W/S Plant Operator/Lab Technician						
28	Accounting Specialist	$ 48,525.61	$ 23.33	$ 82,492.85	$ 39.66		
	Auto Mechanic III						
	Business License Inspector						
	Code Enforcement Officer						
	Fire Engineer*	$ 48,525.61	$ 16.66	$ 82,492.85	$ 28.33		
	Police Officer Trainee						

	Purchasing/Inventory Specialist							
	Rescue Engineer*	$	48,525.61	$	16.66	$	82,492.85	$ 28.33
	Signs & Signals Supervisor							
	W/S Lead Plant Operator							
	W/S Plant Operator IV							
	W/S Plant Operator IV & A	$	48,525.61	$	23.33	$	82,492.85	$ 39.66
29	Athletic Director	$	50,951.84	$	24.50	$	86,618.12	$ 41.64
	Code Inspector II							
	Human Resources Analyst							
	PC Support Specialist							
	Police Officer I							
	Risk Manager							
30	Garage Supervisor	$	53,499.43	$	25.34	$	90,948.94	$ 43.08
	Police Officer II							
	Sanitation Supervisor							
	Streets Supervisor							
	W/S Plant Maintenance Chief							
31	Assistant Construction Superintendent	$	56,174.25	$	27.01	$	95,496.04	$ 45.91
	Code Inspector III							
	Customer Service Supervisor							
	Fire Captain*	$	56,174.25	$	19.29	$	95,496.04	$ 32.79
	Fire Inspector III							
	GIS Analyst							
	Golf Course Superintendent							
	Head Golf Professional							
	Master Police Officer I							
	Parks & Recreation Superintendent							
	Purchasing Officer							
	Recreation Program Manager							
	Rescue Captain*	$	56,174.25	$	19.29	$	95,496.04	$ 32.79
32	City Surveyor	$	58,983.16	$	28.36	$	100,271.18	$ 48.21
	Downtown Economic Development/Main St Program Director							
	Financial Analyst							
	Garage Superintendent							
	Master Police Officer II							
	Planning/Zoming Administrator							
	Street Superintendent							
33	City Clerk	$	61,932.03	$	29.78	$	105,284.15	$ 50.62
	Police Corporal							
	Laboratory Supervisor							

34	Accounting Operations Manager Director of Emergency Management Division Chief of Fire and Life Safety Division Chief of Training Division Chief/Fire Marshal Fire Battalion Chief* Master Sergeant Police Sergeant	$ 65,028.68	$ 31.26	$ 110,548.66	$ 53.15	$ 65,028.68	$ 22.33	$ 110,548.66	$ 37.96
35	Utilities Maint. and Construction Superintendent W/S Plant Superintendent Sanitation Superintendent	$ 68,280.11	$ 32.83	$ 116,076.20	$ 55.81				
36	MIS Assistant Director Police Lieutenant	$ 71,693.72	$ 33.96	$ 121,880.21	$ 57.73				
37	Assistant Finance Director Billing Services Director	$ 75,278.75	$ 35.65	$ 127,973.68	$ 60.62				
38	Police Major	$ 79,042.69	$ 37.44	$ 134,372.57	$ 63.65				
39	Director of Planning and Community Development Deputy Fire Chief Police Captain Police Captain of Community & Support Services	$ 82,994.93	$ 39.90	$ 141,101.02	$ 67.84				
40	Assistant City Manager MIS Director Parks & Recreation Director Peak Time City Attorney	$ 87,144.67	$ 41.90	$ 148,145.94	$ 71.22				
41	City Engineer Director of Finance Human Resources Director Public Works Director Utilities Director	$ 91,501.91	$ 43.99	$ 155,553.24	$ 74.79				
42		$ 96,077.00	$ 46.19	$ 163,330.90	$ 78.52				
43	Fire Chief Police Chief	$ 100,880.85	$ 48.50	$ 171,497.45	$ 82.45				
44		$ 105,924.90	$ 50.93	$ 180,072.32	$ 86.57				

45		$ 111,221.14	$	53.47	$ 189,075.94	$	90.90
46	Deputy City Manager	$ 116,782.17	$	56.15	$ 198,529.73	$	95.45
47		$ 122,621.30	$	58.95	$ 208,456.22	$	100.22
48		$ 128,752.37	$	61.90	$ 218,879.03	$	105.23
49		$ 135,189.99	$	65.00	$ 229,822.98	$	110.49
50	City Manager	$ 141,949.49	$	68.24	$ 241,314.13	$	116.02
51		$ 149,046.97	$	71.66	$ 253,379.84	$	121.82
52		$ 151,249.63	$	72.72	$ 257,124.37	$	123.62

All classified positions and pay grades reflect a base annual pay rate for each position.

* Hourly base pay rates vary according to the standard average annual work schedule of 2,080 hours or 2,912 hours for nonexempt fire protection positions (applicable positions indicated by asterisks).

Positions with a double underline were included in 2026 salary and classification study.

Agenda Item Cover Sheet

Admin. Use Only:

NOTE: Committee Meeting Held on Thursday, November 5.

Committee Name Personnel/Finance

Committee Date And Agenda # 11.5.2026 PF6

Item Name:

Discussion of Brownfields Program Application for Plant B Site

Description of Item:

The City-owned property known as "Plant B" is elligible as a Brownfields Site. This designation provides legal protections for the City from future claims of contamination and opportunities for grant program funds to redevelop the property. This process has been delayed due to waiting for NCDOT to purchase ROW for Fisher Ferry Realignment project.

Back-Up Materials:

Brownfields agreement

Council Action Requested:

Approval to move forward with Brownfield designation process

Requested By: M. Brandt **Department:** Administration

North Carolina Department of Environmental Quality
Brownfields Redevelopment Section

Exhibit A
Brownfields Agreement Template
April 2026

To enhance the Brownfields experience for all stakeholders and with the prime objective to prepare the brownfields documents as quickly as possible, the Brownfields Redevelopment Section (BRS) has modified its template language for the Brownfields Agreement, which forms Exhibit A to the Notice of Brownfields Property, and ultimately is recorded at the county register of deeds. Three documents have been prepared to share with external users to accomplish this goal and are attached: 1) a revised Brownfields Agreement (BFA) Template; 2) a menu of options for land use restrictions (LURs) that was used to develop the draft BFA and contains additional LURs that may apply to various brownfields properties; and 3) a menu of options for land use definitions (LUDs).

Brownfields Agreement Template

To enhance timeline efficiency, the BRS has instituted a number of changes with this template: 1) certain background information that is not required by statute has been removed from the template; 2) the involvement of the prospective developer section has been modified to focus on the eligibility of the prospective developer; 3) the report table is being replaced with the link to the Laserfiche file folder with the BF documents; 4) negotiation of the draft brownfields agreement prepared by BRS will be limited to discussion over the inclusion or not of specific land use restrictions or related to factual information that may be incorrect in the draft; 5) modifying the last paragraph related to public comment to provide more specific information after the public comment period has been completed and it is known whether a public meeting will or will not be held; 6) updates made in Oct/Nov 2025 related to amendments to the Brownfields Property Reuse Act effective July 2025 (Session Law 2025-53, Senate Bill 387); 7) revisions to reflect our new BRS Section Chief; and 8) revisions to address minor grammatical edits and update the names of various guidance documents to be used for brownfields sites.

With the exceptions noted above, most of the language in the attached BFA Template is statutory or has largely been long-vetted by DEQ, DOJ, and legal counsel for developers; therefore, proposed edits to this language will not be accepted on a per project basis. For paragraphs 1 through 9, proposed edits related to site-specific factual information and decisions on which LURs and land use definitions should be included are the only ones that we would consider accepting on a per project basis. Proposed edits not related to these subject areas, including paragraphs 10 through the end of the document, will be accepted by March 1st of each calendar year for consideration by the BRS and its legal counsel.

Land Use Restrictions Menu

The Land Use Restrictions (LURs) Menu provides the language LURs available for use in the BFA Template. LURs with a single version that DEQ is requiring will already be placed in the

BFA Template. For LURs where several options are available, these options have been included in the LUR Menu.

As with the BFA Template, these LURs are long-vetted in the program. Therefore, proposed edits to LUR language will not be considered on a per project basis unless they relate to site-specific factual information or are based on data-driven justification. Proposed edits to specific LUR language will be accepted by March 1st of each calendar year for consideration by the BRS and its legal counsel.

Land Use Definitions Menu

The Land Use Definitions (LUDs) Menu provides the language for land use definitions available for use in the BFA Template. Certain definitions may have a number of options available and these have been included in the LUD Menu.

As with the BFA Template, proposed edits to LUD language will not be considered on a per project basis unless they relate to site-specific factual information. Proposed edits to specific LUD language will be accepted by March 1st of each calendar year for consideration by the BRS and its legal counsel.

Brownfield Agreement Process

The Brownfields Agreement (BFA) process will entail the BF project manager producing the Brownfields Agreement using these three documents and sharing with the Prospective Developer, the draft BFA prepared with the BFA Template and the three supporting documents: 1) the BFA Agreement Template; 2) the LUR Menu; and 3) the Land Use LUD Menu. The PD team would review the chosen land uses, definitions, and LURs, provide comment as to the appropriate chosen land uses, definitions, and LURs, and provide edits related to site-specific factual matters and the inclusion of certain LURs or LUDs.

Based on our experience with a pilot project, we are confident that using this approach will provide PDs with completed agreements faster and with less labor resources for all stakeholders.

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF: City of Thomasville

UNDER THE AUTHORITY OF THE	)	BROWNFIELDS AGREEMENT
BROWNFIELDS PROPERTY REUSE ACT	)	Thomasville Furniture Plant B
OF 1997, NCGS § 130A-310.30, et seq.	)	Portion of 310 Fisher Ferry Street
Brownfields Project No. 19012-15-029	)	Thomasville, Davidson County

I. INTRODUCTION

This Brownfields Agreement (Agreement) is entered into by the North Carolina Department of Environmental Quality ("DEQ") and the City of Thomasville (collectively the "Parties") pursuant to the Brownfields Property Reuse Act of 1997, NCGS § 130A-310.30, et seq. (the "Act") for the approximately 8.02 acre portion of a property located at 310 Fisher Ferry Street, Thomasville, Davidson County, North Carolina, (1611200010001) that constitutes the "Brownfields Property", a map of which is attached hereto as Exhibit 1.

The Prospective Developer is the City of Thomasville, North Carolina, incorporated in 1857, whose business address is P.O. Box 368 in Thomasville, North Carolina. The City Manager is Mr. Michael Brandt.

The Brownfields Property Application (BPA) submitted for this Agreement and relevant information about the history, ownership, former and proposed uses of the Brownfields Property, including the project-specific DEQ-prepared Decision Memo, and assessment data used for risk-based decision making relevant to this Agreement may be viewed online at the DEQ public

record database, Laserfiche (or its successor in function), by entering the project number **19012-15-029** into the search bar at the following web address: https://edocs.deq.nc.gov/WasteManagement/, or by contacting DEQ at the notice address listed in subparagraph 28.a. of this Agreement.

The Exhibit 2 to this Agreement presents data tables of the Known Site Contaminants present at the Brownfields Property at concentrations at or above their applicable standards or screening levels for each media sampled.

The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Section IX (Certification), Section X (DEQ's Covenant Not to Sue and Reservation of Rights) and Section XI (Prospective Developer's Covenant Not to Sue), the potential liability of the City of Thomasville for contaminants at the Brownfields Property.

The Parties agree that the City of Thomasville 's entry into this Agreement, and the actions undertaken by the City of Thomasville in accordance with the Agreement, do not constitute an admission of any liability by the City of Thomasville for contaminants at the Brownfields Property.

The resolution of this potential liability, in exchange for the benefit the City of Thomasville shall provide, is a public benefit.

II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Agreement which are defined in the Act or elsewhere in NCGS § 130A, Article 9 shall have the meaning assigned to them in those statutory provisions, including any amendments thereto.

1. "Brownfields Property" shall mean the property which is the subject of this

Agreement, and which is depicted in Exhibit 1 to this Agreement.

2. "Prospective Developer" shall mean the City of Thomasville.

3. "Known Site Contaminants" shall mean those contaminants listed in Exhibit 2 to this Agreement.

4. "Period of Active Construction" shall mean the period beginning on the construction start date or the Period of Active Construction start date identified in the applicable DEQ-approved Environmental Management Plan (EMP) referenced in subparagraph 9.c. below, or another date approved in advance in writing by DEQ, and ending on the date of final construction set forth in the final Redevelopment Summary Report as referenced in subparagraph 9.d. below. If there is more than one phase of construction, there may be more than one Period of Active Construction on the Brownfields Property.

III. PROSPECTIVE DEVELOPER'S ELIGIBILITY

5. By means of the eligibility review process, DEQ represents that Prospective Developer was made eligible for this Agreement for the Brownfields Property and that based on their on-site activities, Prospective Developer has maintained that eligibility throughout the brownfields process. Prospective Developer has provided DEQ with information, or sworn certifications regarding that information on which DEQ relies for purposes of this Agreement, sufficient to demonstrate that:

a. Prospective Developer has a bona fide, demonstrable desire to develop or redevelop the Brownfields Property;

b. Prospective Developer did not cause or contribute to the contamination at the Brownfields Property;

c. Prospective Developer and any parent, subsidiary, or other affiliate has

substantially complied with federal and state laws, regulations and rules for protection of the environment, and with the other agreements and requirements cited at NCGS § 130A-310.32(a)(1);

d. As a result of the implementation of this Agreement, the Brownfields Property will be suitable for the uses specified in the Agreement while fully protecting public health and the environment instead of being remediated to unrestricted use standards;

e. Prospective Developer's reuse of the Brownfields Property will produce a public benefit commensurate with the liability protection provided Prospective Developer hereunder;

f. Prospective Developer has or can obtain the financial, managerial, and technical means to fully implement this Agreement and assure the safe use of the Brownfields Property; and

g. Prospective Developer has complied with all applicable procedural requirements.

IV. FEES

6. Prospective Developer has paid to DEQ the $2,000 fee to seek a brownfields agreement required by NCGS § 130A-310.39(a)(1), and shall make a payment to DEQ of $6,000 at the time Prospective Developer and DEQ enter into this Agreement, defined for this purpose as occurring no later than the last day of the public comment period related to this Agreement, and the Prospective Developer or, if the Prospective Developer does not own the Brownfields Property (or the portion of the Brownfields Property under active construction), the then-current owner, shall make a construction fee payment(s) as determined by DEQ on a case-by-case basis, up to of $10,000 paid annually, for each year in which the Brownfields Property is in a Period of

Active Construction as defined in Section II above. The Parties agree that such fees will suffice as the $2,000 fee to seek a brownfields agreement required by NCGS § 130A-310.39(a)(1), and, within the meaning of NCGS § 130A-310.39(a)(2), the full cost to DEQ and the North Carolina Department of Justice of all activities related to this Agreement, unless a change is sought to a Brownfields document after it is in effect, in which case there shall be an additional fee of at least $1,000. Future evaluation of uses, which are not defined in subparagraph 9.a. below and that modify the risk profile of the Brownfields Property, shall incur additional fees equal to the full cost to DEQ and the North Carolina Department of Justice within the meaning of NCGS § 130A-310.39(a)(2); provided, however, that such fees shall not exceed the then-current fees to obtain a brownfields agreement.

V. WORK TO BE PERFORMED

7. The guidelines within which the desired results under this Agreement are to be accomplished, including parameters, principles, and policies as to: field procedures, laboratory testing, Brownfields Redevelopment Section requirements, and remedial or mitigation measures are (each as embodied in its most current version):

a. the Guidelines of the Inactive Hazardous Sites Branch of DEQ's Superfund Section;

b. the Division of Waste Management Vapor Intrusion Guidance;

c. the Brownfields Redevelopment Section Minimum Site Assessment and Reporting Checklist;

d. the Brownfields Redevelopment Section Vapor Intrusion Assessment Work Plan & Report Checklist;

e. the Brownfields Redevelopment Section Vapor Intrusion Mitigation Design

Submittal Requirements;

f. the Division of Waste Management Minimum Mitigation and Sampling Requirements for Reuse;

g. the Brownfields Survey Plat Checklist;

h. the Brownfields Redevelopment Section Vapor Intrusion Mitigation System Operations and Maintenance Plan Checklist.

8. Based on the information in the aforementioned public repository for this Brownfields Property, other available information, and subject to imposition of and compliance with the land use restrictions set forth below, and subject to Section X of this Agreement (DEQ's Covenant Not to Sue and Reservation of Rights), DEQ is not requiring Prospective Developer to perform any active remediation at the Brownfields Property other than remediation that may be required pursuant to:

a. a DEQ-approved Environmental Management Plan (EMP) as specified in subparagraph 9.c. below; and/or

b. vapor intrusion mitigation requirements as specified in subparagraph 9.l. below.

VI. LAND USE RESTRICTIONS

9. By way of the Notice of Brownfields Property referenced below in paragraph 13, Prospective Developer shall impose the following land use restrictions under the Act, running with the land, to make the Brownfields Property suitable for the uses specified in this Agreement while fully protecting public health and the environment instead of remediation to unrestricted use standards. All references to DEQ shall be understood to include any successor in function.

Land Uses

a. No use may be made of the Brownfields Property other than for open space and

recreation. These land uses and their definitions below apply solely for purposes of this agreement, and do not waive any local zoning, rule, regulation, or permit requirements:

i. Open Space defined as land maintained in a natural or landscaped state and used for natural resource protection, buffers, greenways, detention facilities for stormwater.

ii. Recreation defined as indoor and outdoor exercise-related, physically focused, or leisure-related activities, whether active or passive, and the facilities for same, including, but not limited to, studios, swimming pools, sports-related courts and fields, open space, greenways, parks, playgrounds, walking paths, and picnic and public gathering areas.

Specific Prohibitions

b. The Brownfields Property may not be used for childcare centers, adult care centers, or schools without the prior written approval of DEQ.

Environmental Management Plan

c. Physical redevelopment of the Brownfields Property may not occur other than in accordance, as determined by DEQ, with an Environmental Management Plan ("EMP") approved in writing by DEQ in advance (and revised to DEQ's written satisfaction prior to each subsequent redevelopment phase) that is consistent with all the other land use restrictions and describes redevelopment activities at the Brownfields Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from use of the Brownfields Property during construction or redevelopment in any other form, including without limitation:

i. demolition of existing buildings, if applicable;

ii. issues related to known or potential sources of contamination, including without limitation those resulting from contaminants referenced in Exhibit 2 to this Agreement;

iii. contingency plans for addressing, including without limitation the testing of soil and groundwater, newly discovered potential sources of environmental contamination (e.g., USTs, drums, septic drain fields, oil-water separators, soil contamination); and

iv. plans for the proper characterization and DEQ approval of both fill soil before import to the Brownfields Property and the disposition of all soil excavated from the Brownfields Property during redevelopment.

Redevelopment Summary Report

d. No later than January 31of each calendar year after each one-year anniversary of the effective date of this Agreement for as long as physical redevelopment of the Brownfields Property continues (except that the final deadline shall fall 90 days after the conclusion of physical redevelopment), the then-owner of the Brownfields Property shall provide DEQ a report on environment-related activities since the last report, with a summary and drawings, that describes:

i. actions taken on the Brownfields Property in accordance with Section VI: Work to be Performed above;

ii. soil grading and cut and fill actions;

iii. methodology(ies) employed for field screening, sampling and laboratory analysis of environmental media;

iv. stockpiling, containerizing, decontaminating, treating, handling, laboratory analysis and ultimate disposition of any soil, groundwater, or other materials suspected or confirmed to be contaminated with regulated substances; and

v. removal of any contaminated soil, water, or other contaminated materials (for example, concrete, demolition debris) from the Brownfields Property (copies of all

legally required manifests shall be included).

Groundwater

e. Groundwater and surface water at the Brownfields Property may not be used for any purpose without the prior written approval of DEQ along with any measures DEQ deems necessary to ensure that the Brownfields Property will be suitable for the uses specified in subparagraph 9.a above while fully protecting public health and the environment. Should groundwater be encountered or exposed during any activity on the Brownfields Property, it shall be managed in accordance with the DEQ-approved EMP outlined in subparagraph 9.c, or a plan approved in writing in advance by DEQ.

f. Surface water at the Brownfields Property may not be used for any purpose, other than in connection with legally compliant storm water collection and reuse techniques, without the prior written approval of DEQ.

g. No use of North Hamby Creek located on the Brownfields Property for the uses defined above in subparagraph 9.a may occur until a work plan for the collection and analysis of a minimum of three annual sampling events of the on-site surface waters and sediment has been submitted to and approved by DEQ. Samples shall be collected no later than 90 days from the date of approval of the work plan. The work plan will include, at a minimum, details on a schedule and methodology for sampling and analysis of a minimum of three surface water and sediment samples within North Hamby Creek that is located on the Brownfields Property. The surface water and sediment samples will be analyzed for constituents detected in previous surface water, sediment, and groundwater samples above Method Detection Limits (MDLs). If the analytical results obtained from the surface water/sediment sampling following the third annual sampling event indicate to DEQ's satisfaction that detections are stable or consistent with

background concentrations, no further sampling will be required. However, should the analytical results obtained from the surface water/sediment sampling indicate exposures at the Brownfields Property that raise the risk to public health or the environment associated with the Brownfields Property beyond an acceptable range and in a manner or to a degree not anticipated in this Agreement, DEQ may require that the then owner(s) re-evaluate that risk for areas potentially subject to said risk and to take action to reduce said risk to make the Brownfields Property suitable for the uses authorized above in subparagraph 9.a while fully protecting public health and the environment.

Soil

h. Soil in the areas designated "Area of Possible Lead Soil Contamination" on the plat component of the Notice referenced in paragraph 13 below shall not be accessible to the public for any purposes unless and until a plan for its safe management or removal, as determined by DEQ, is approved in advance and in writing by DEQ. Additional areas of potentially impacted soil at the Brownfields Property identified during future redevelopment efforts shall be handled in accordance with a plan for its safe management, as determined by DEQ, and approved in advance and in writing by DEQ.

i. No activity that disturbs soil on the Brownfields Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Brownfields Property will be suitable for the uses specified in subparagraph 9.a above while fully protecting public health and the environment, except:

i. in connection with landscape planting to depths not exceeding 24 inches;

ii. mowing and pruning of above-ground vegetation;

iii. for repair of underground infrastructure, provided that DEQ shall be given written notice at least seven days in advance of a scheduled repair (if only by email) of any such repair, or in emergency circumstances no later than the next business day, and that any related assessment and remedial measures required by DEQ shall be taken; and

iv. in connection to work conducted in accordance with a DEQ-approved Environmental Management Plan (EMP) as outlined in subparagraph 9.c.

j. No use of the Brownfields Property may occur until the then owner of the Brownfields Property conducts representative final grade soil sampling, pursuant to a plan approved in writing by DEQ, of any area that is not covered by building foundations, sidewalks, or asphaltic or concrete parking areas and driveways within the Brownfields Property as delineated on the plat component of the Notice of Brownfields Property referenced in paragraph 13 of this Agreement.

k. Soil may not be removed from, or brought onto, the Brownfields Property without prior sampling and analysis to DEQ's satisfaction and the written approval of DEQ, unless conducted in accordance with an approved EMP as outlined in paragraph 9.c.

Vapor Intrusion

l. No enclosed building may be constructed on the Brownfields Property and no existing building, defined as those depicted on the plat component of the Notice of Brownfields Property referenced in paragraph 13 below, may be occupied until DEQ determines in writing that:

i. the building is or would be protective of the building's users and public health from the risk of vapor intrusion based on site assessment data, or a site-specific risk assessment approved in writing by DEQ; or

ii. a vapor intrusion mitigation system (VIMS) has been:

1. designed to mitigate the intrusion of subsurface vapors into building features in accordance with the most recent and applicable DWM Vapor Intrusion Guidance, Interstate Technology & Regulatory Council (ITRC) guidance, and American National Standards Institute (ANSI)/American Association of Radon Scientists and Technologists (AARST) standards, or alternative standards approved in writing in advance by DEQ, and that a professional engineer licensed in North Carolina, as evidenced by said engineer's professional seal, is satisfied that the system has been designed so as to be fully protective of public health within the meaning of NCGS § 130A-310.32 (a)(2), from known Brownfields Property contaminants, and shall include a performance monitoring plan detailing methodologies and schedule, both of which are subject to prior written DEQ approval;

2. installed and an installation report is submitted for written DEQ approval that includes as-built diagrams, photographs, and a description of the installation, with said engineer's professional seal confirming that the engineer is satisfied that the system has been designed and installed so as to be fully protective of public health within the meaning of NCGS 130A-310.32(a)(2), from known Brownfields Property contaminants. If any deviations from the system design were necessary during installation, then the report shall include details on said deviations, as well as the engineer's seal certifying the VIMS, as installed, was installed in such a manner so as to be fully protective of public health; and

3. confirmed to be effective through the implementation of a VIMS pre-occupancy confirmation sampling event pursuant to a plan approved in advance and in writing by DEQ.

m. When VIMS have been installed pursuant to subparagraph 9.l.ii. above, the VIMS shall be operated and maintained in accordance with a written VIMS Operations and

Maintenance (O&M) Plan approved in writing by DEQ. The O&M Plan shall be prepared in accordance with the most current versions of the documents listed in paragraph X above, signed and sealed by a NC-licensed Professional Engineer, and submitted to DEQ no later than 60 days following DEQ's issuance of written occupancy approval or an alternative schedule approved in advance by DEQ.

Property Access

n. Neither DEQ, nor any party conducting environmental assessment or remediation at the Brownfields Property at the direction of, or pursuant to a permit, order or agreement issued or entered into by DEQ, may be denied access to the Brownfields Property for purposes of conducting such assessment or remediation, which is to be conducted using reasonable efforts to minimize interference with authorized uses of the Brownfields Property.

Damage to Monitoring Points

o. The owner of any portion of the Brownfields Property where any existing, or subsequently installed, DEQ-approved monitoring well is damaged by the owner, its contractors, or its tenants, the owner shall be responsible for repair of any such wells to DEQ's written satisfaction and within a time period acceptable to DEQ, unless compliance with this Land Use Restriction is waived in writing by DEQ in advance.

Notifications upon Transfer

p. Any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: "This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Davidson County land records, Book _____, Page _____." A copy of any such instrument shall be sent to the persons listed in Section XVI (Notices and Submissions), though financial figures and other confidential

information related to the conveyance may be redacted to the extent said redactions comply with the confidentiality and trade secret provisions of the North Carolina Public Records Law. The owner conveying a leasehold interest may use the following mechanisms to comply with the obligations of this subparagraph: (i) If every lease or rider is identical in form, the owner conveying an interest may provide DEQ with a copy of a form lease or rider evidencing compliance with this subparagraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XVI (Notices and Submissions); or (ii) The owner conveying an interest may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XVI. The then-current owner of any portion of the Brownfields Property with any current lessee or sublessee as of the effective date of this Agreement shall provide a copy of this Agreement to any such lessee or sublessee within seven days of the effective date of this Agreement.

Separating Old from New Contamination

q. None of the contaminants known to be present in the environmental media at the Brownfields Property, as described in Exhibit 2 of this Agreement, and as modified by DEQ in writing if additional contaminants in excess of applicable standards are discovered at the Brownfields Property, may be used or stored at the Brownfields Property without the prior written approval of DEQ, except:

i. in *de minimis* quantities for cleaning and other routine housekeeping and maintenance activities; and

ii. in fluids in vehicles.

Land Use Restriction Update

r. During January of each year after the year in which the Notice referenced below in

paragraph 13 is recorded, the owner of any part of the Brownfields Property as of January 1st of that year shall submit a notarized Land Use Restrictions Update ("LURU") to DEQ, and to the chief public health and environmental officials of Davidson County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Davidson County Register of Deeds office and that the land use restrictions are being complied with. If ownership of any portion of the Brownfields Property is transferred, the grantor shall submit a LURU (as outlined above) which covers the period of time they owned such portion of the Brownfields Property during the calendar year of the transfer. The submitted LURU shall state the following:

i. the Brownfields Property address, and the name, mailing address, telephone number, and contact person's e-mail address of the owner**,** or board, association or approved entity**,** submitting the LURU if said owner, or each of the owners on whose behalf a joint LURU is submitted**,** acquired any part of the Brownfields Property during the previous calendar year;

ii. the transferee's name, mailing address, telephone number, and contact person's e-mail address, if said owner, or each of the owners on whose behalf a joint LURU is submitted**,** transferred any part of the Brownfields Property during the previous calendar year;

iii. whether any vapor barrier and/or mitigation systems installed pursuant to subparagraph 9.l. above are performing as designed, and whether the uses of the ground floors, including any tenant renovations that disturb the ground floor slab, of any buildings containing such vapor barrier and/or mitigation systems have changed, and, if so, how, and under which precautions so as not to interfere with the operation of said system.

10. The desired result of the above-referenced land use restrictions is to make the Brownfields Property suitable for the uses specified in this Agreement while fully protecting

public health and the environment.

11. The consequence of achieving the desired results will be that the Brownfields Property will be suitable for the uses specified in the Agreement while fully protecting public health and the environment. The consequence of not achieving the desired results will be that modifications to land use restrictions and/or remediation in some form may be necessary to fully protect public health and/or the environment.

VII. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

12. In addition to providing access to the Brownfields Property pursuant to subparagraph 9.n. above, while the Prospective Developer owns the Brownfields Property, Prospective Developer shall provide DEQ, its authorized officers, employees, representatives, and all other persons performing response actions under DEQ oversight, access at all reasonable times to other property controlled by Prospective Developer in connection with the performance or oversight of any response actions at the Brownfields Property under applicable law. Such access is to occur after prior notice and using reasonable efforts to minimize interference with authorized uses of such other property except in response to emergencies and/or imminent threats to public health and the environment. While Prospective Developer owns the Brownfields Property, DEQ shall provide reasonable notice to Prospective Developer of the timing of any response actions to be undertaken by or under the oversight of DEQ at the Brownfields Property. Except as may be set forth in the Agreement, DEQ retains all of its authorities and rights, including enforcement authorities related thereto, under the Act and any other applicable statute or regulation, including any amendments thereto.

13. DEQ has approved, pursuant to NCGS § 130A-310.35, a Notice of Brownfields Property ("Notice") for the Brownfields Property containing, inter alia, the land use restrictions

set forth in Section VI (Land Use Restrictions) of this Agreement and a survey plat of the Brownfields Property. Pursuant to NCGS § 130A-310.35(b), within 15 days of the effective date of this Agreement, Prospective Developer shall file the Notice in the Davidson County, North Carolina, Register of Deeds' Office. Within three (3) days thereafter, Prospective Developer shall furnish DEQ a copy of the documentary component of the Notice containing a certification by the register of deeds as to the Book and Page numbers where both the documentary and plat components of the Notice are recorded, and a copy of the plat with notations indicating its recordation.

14. This Agreement shall be attached as Exhibit A to the Notice. Subsequent to recordation of said Notice, any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: "This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Davidson County land records, Book _____, Page _____." A copy of any such instrument shall be sent to the persons listed in Section XVI (Notices and Submissions), though financial figures and other confidential information related to the conveyance may be redacted to the extent said redactions comply with the confidentiality and trade secret provisions of the North Carolina Public Records Law. Prospective Developer may use the following mechanisms to comply with the obligations of this paragraph as to leasehold interests: (i) If every lease or rider is identical in form, Prospective Developer may provide DEQ with copies of a form lease or rider evidencing compliance with this paragraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XVI (Notices and Submissions); or (ii) Prospective Developer may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XVI.

15. The Prospective Developer shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Brownfields Property within seven days of the effective date of this Agreement.

VIII. DUE CARE/COOPERATION

16. The Prospective Developer shall exercise due care at the Brownfields Property with respect to the manner in which regulated substances are handled at the Brownfields Property and shall comply with all applicable local, State, and federal laws and regulations. The Prospective Developer agrees to cooperate fully with any assessment or remediation of the Brownfields Property by DEQ and further agrees not to interfere with any such assessment or remediation. In the event the Prospective Developer becomes aware of any action or occurrence which causes or threatens a release of contaminants at or from the Brownfields Property while Prospective Developer owns the Brownfields Property, the Prospective Developer shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, shall comply with any applicable notification requirements under NCGS § 130A-310.1 and 143-215.85, Section 103 of CERCLA, 42 USC § 9603, and/or any other law, and shall immediately notify the DEQ Official referenced in subparagraph 28.a. below of any such required notification.

IX. CERTIFICATION

17. By entering into this Agreement, the Prospective Developer certifies that, without DEQ approval, it will make no use of the Brownfields Property other than that committed to in subparagraph 9.a. of this Agreement. Prospective Developer also certifies that to the best of its knowledge and belief it has fully and accurately disclosed to DEQ all information known to Prospective Developer and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any past use of regulated

substances or known contaminants at the Brownfields Property and to its qualification for this Agreement, including the requirement that it not have caused or contributed to the contamination at the Brownfields Property.

X. DEQ'S COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

18. Unless any of the following apply, Prospective Developer shall not be liable to DEQ, and DEQ covenants not to sue Prospective Developer, for remediation of the Brownfields Property except as specified in this Agreement:

a. The Prospective Developer fails to comply with this Agreement.

b. The activities conducted on the Brownfields Property by or under the control or direction of the Prospective Developer increase the risk of harm to public health or the environment, in which case Prospective Developer shall be liable for remediation of the areas of the Brownfields Property, remediation of which is required by this Agreement, to the extent necessary to eliminate such risk of harm to public health or the environment.

c. A land use restriction set out in the Notice of Brownfields Property required under NCGS § 130A-310.35 is violated while the Prospective Developer owns the Brownfields Property, in which case the Prospective Developer shall be responsible for remediation of the Brownfields Property to unrestricted use standards.

d. The Prospective Developer knowingly or recklessly provided false information that formed a basis for this Agreement or knowingly or recklessly offers false information to demonstrate compliance with this Agreement or fails to disclose relevant information about contamination at the Brownfields Property.

e. New information indicates the existence of previously unreported contaminants or an area of previously unreported contamination on or associated with the Brownfields

Property that has not been remediated to unrestricted use standards, unless this Agreement is amended to include any previously unreported contaminants and any additional areas of contamination. If this Agreement sets maximum concentrations for contaminants, and new information indicates the existence of previously unreported areas of these contaminants, further remediation shall be required only if the areas of previously unreported contaminants raise the risk of the contamination to public health or the environment to a level less protective of public health and the environment than that required by this Agreement.

f. The level of risk to public health or the environment from contaminants is unacceptable at or in the vicinity of the Brownfields Property due to changes in exposure conditions, including (i) a change in land use that increases the probability of exposure to contaminants at or in the vicinity of the Brownfields Property or (ii) the failure of remediation to mitigate risks to the extent required to make the Brownfields Property fully protective of public health and the environment as planned in this Agreement.

g. DEQ obtains new information about a contaminant associated with the Brownfields Property or exposures at or around the Brownfields Property that raises the risk to public health or the environment associated with the Brownfields Property beyond an acceptable range and in a manner or to a degree not anticipated in this Agreement.

h. The Prospective Developer fails to file a timely and proper Notice of Brownfields Property under NCGS § 130A-310.35.

19. Except as may be provided herein, DEQ reserves its rights against Prospective Developer as to liabilities beyond the scope of the Act.

20. This Agreement does not waive any applicable requirement to obtain a permit, license or certification, or to comply with any and all other applicable law, including the North Carolina

Environmental Policy Act, NCGS § 113A-1, et seq.

21. So long as these persons are not otherwise potentially responsible parties or parents, subsidiaries, or affiliates of potentially responsible parties, the liability protections provided in NCGS § 130A-310.33, the fee language provided in NCGS § 130A-310.39, and any statutory limitations in paragraphs 18 through 20 above apply to all of the persons listed in NCGS § 130A-310.33, including future owners of the Brownfields Property, to the same extent as Prospective Developer.

XI. PROSPECTIVE DEVELOPER'S COVENANT NOT TO SUE

22. In consideration of DEQ's Covenant Not To Sue in Section X of this Agreement and in recognition of the absolute State immunity provided in NCGS § 130A-310.37(b), and except for any challenges to a civil penalty or cost recovery for enforcement by DEQ in connection with this Agreement, the Prospective Developer hereby covenants not to sue and not to assert any claims or causes of action against DEQ, its authorized officers, employees, or representatives with respect to any action implementing the Act, including negotiating, entering, monitoring or enforcing this Agreement or the above-referenced Notice of Brownfields Property.

XII. PARTIES BOUND

23. This Agreement shall apply to and be binding upon DEQ, and on the Prospective Developer, its officers, directors, employees, and agents. Each Party represents that it is fully authorized to enter into the terms and conditions of this Agreement and that its signatory hereto is authorized to legally bind the Party for whom she or he signs.

XIII. DISCLAIMER

24. Prospective Developer and DEQ agree that this Agreement meets the requirements of the Act, including but not limited to the requirements set forth in NCGS § 130A-310.32(a)(2).

However, this Agreement in no way constitutes a finding by DEQ as to the risks to public health and the environment which may be posed by regulated substances at the Brownfields Property, a representation by DEQ that the Brownfields Property is fit for any particular purpose, nor a waiver of Prospective Developer's duty to seek applicable permits or of the provisions of NCGS § 130A-310.37.

25. Except for the land use restrictions set forth in paragraph 9 above, NCGS § 130A-310.33(a)(1)-(5)'s provision of the Act's liability protection to certain persons to the same extent as to a prospective developer, and NCGS § 130A-310.39.'s provisions regarding fees affecting the prospective developer and any owner of property subject to a recorded Notice of Brownfields Property, no rights, benefits or obligations conferred or imposed upon Prospective Developer under this Agreement are conferred or imposed upon any other person.

XIV. DOCUMENT RETENTION

26. The Prospective Developer agrees to retain and make available to DEQ all business and operating records, contracts, site studies and investigations, remediation reports, and documents generated by and/or in the control of the Prospective Developer, its affiliates or subsidiaries relating to storage, generation, use, disposal and management of regulated substances at the Brownfields Property, including without limitation all Material Safety Data Sheets or Safety Data Sheets, for six (6) years following the effective date of this Agreement, unless otherwise agreed to in writing by the Parties. Said records may be retained electronically such that they can be retrieved and submitted to DEQ upon request. At the end of six (6) years, the Prospective Developer shall notify DEQ of the location of such documents and shall provide DEQ with an opportunity to copy any documents at the expense of DEQ. By entering into this Agreement, Prospective Developer waives no rights of confidentiality or privilege provided by

the North Carolina Public Records Act or otherwise and, at the time DEQ requests to copy or inspect said documents, Prospective Developer shall provide DEQ with a log of documents withheld from DEQ, including a specific description of the document(s) and the alleged legal basis upon which they are being withheld. To the extent DEQ retains any copies of such documents, Prospective Developer retains all rights it then may have to seek protection from disclosure of such documents as confidential business information.

XV. PAYMENT OF ENFORCEMENT COSTS

27. If the Prospective Developer fails to comply with the terms of this Agreement, including, but not limited to, the provisions of Section V (Work to be Performed) and Section VI (Land Use Restrictions), it shall be liable for all litigation and other enforcement costs incurred by DEQ to enforce this Agreement or otherwise obtain compliance.

XVI. NOTICES AND SUBMISSIONS

28. Unless otherwise required by DEQ or a Party notifies the other Party in writing of a change in contact information or delivery method, all notices and submissions pursuant to this Agreement shall be sent by prepaid first-class U.S. Mail or courier service, or via a DEQ-designated virtual portal as follows:

a. for DEQ:

Brownfields Property Management Branch (or successor in function)
N.C. Division of Waste Management
Brownfields Redevelopment Section
Mail Service Center 1646
Raleigh, NC 27699-1646

b. for Prospective Developer:
Michael Brandt (or successor in function)
City of Thomasville
PO Box 368
Thomasville, NC 27361

Notices and submissions sent by prepaid first-class U.S. Mail shall be effective on the third day following postmarking. Notices and submissions sent by hand, via a DEQ-designated virtual portal, or by other means affording written evidence of date of receipt shall be effective on such date.

XVII. EFFECTIVE DATE

29. This Agreement shall become effective on the date the Prospective Developer signs it, after receiving the signed, conditionally approved Agreement from DEQ. DEQ's approval of this Agreement is conditioned upon the complete and timely execution and filing of this Agreement in the manner set forth herein. Prospective Developer shall expeditiously sign the Agreement in order to effect the recordation of the full Notice of Brownfields Property within the statutory deadline set forth in NCGS § 130A-310.35(b). If the Agreement is not signed by Prospective Developer within 45 days after such receipt, DEQ has the right to revoke its approval and certification of this Agreement, and to invalidate its signature on this Agreement.

XVIII. TERMINATION OF CERTAIN PROVISIONS

30. If any Party believes that any or all of the obligations under Section VII (Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of the Agreement, that Party may request in writing that the other Party agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the Party requesting such termination receives written agreement from the other Party to terminate such provision(s).

XIX CONTRIBUTION PROTECTION

31. With regard to claims for contribution against Prospective Developer in relation to the

subject matter of this Agreement, Prospective Developer is entitled to protection from such claims to the extent provided by NCGS § 130A-310.37(a)(5)-(6). The subject matter of this Agreement is all remediation taken or to be taken and response costs incurred or to be incurred by DEQ or any other person in relation to the Brownfields Property.

32. The Prospective Developer agrees that, with respect to any suit or claim for contribution brought by it in relation to the subject matter of this Agreement, it will notify DEQ in writing no later than 60 days prior to the initiation of such suit or claim.

33. The Prospective Developer also agrees that, with respect to any suit or claim for contribution brought against it in relation to the subject matter of this Agreement, it will notify DEQ in writing within 10 days of receiving said suit or claim.

XX. PUBLIC COMMENT

34. This Agreement has been subject to a public comment period of at least 30 days from the latest date of the following public notice tasks: publication of the approved summary of the Notice of Intent to Redevelop a Brownfields Property required by NCGS § 130A-310.34 in the *INSERT NAME OF NEWSPAPER*; conspicuous posting of a copy of said summary at the Brownfields Property; and mailing or delivery of a copy of the summary to each owner of property contiguous to the Brownfields Property, and mailing or delivery of the full Notice of Intent to local governments having jurisdiction over the Brownfields Property. The public comment period for this Agreement commenced on [INSERT DATE OF PUBLIC COMMENT START] and concluded on [INSERT DATE] OF THE 30TH DAY OF PUBLIC COMMENT]. A public meeting pursuant to NCGS § 130A-310.34(c) was not held for this Agreement. OR A public meeting pursuant to NCGS § 130A-310.34(c) was held on [INSERT DATE OF PUBLIC MEETING]. As a result of the public comment period, and if it was held, the public meeting for

this Agreement, and consistent with NCGS § 130A-310.34(d), DEQ has taken into account the comment(s) received, which did not disclose facts or considerations that indicate this Agreement is inappropriate, improper or inadequate.

IT IS SO AGREED:
NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY
By:

_____

Tracy Wahl Date
Chief, Brownfields Redevelopment Section

IT IS SO AGREED:
City of Thomasville
By:

_____

Michael Brandt Date
City of Thomasville

Exhibit 2

The following tables set forth, for contaminants present at the Brownfields Property above unrestricted use standards or screening levels as reported in the Environmental Reports in paragraph 4 of the Brownfields Agreement to which this is an exhibit, the concentrations found at each sample location, and the applicable standard or screening level. Screening levels and standards are shown for reference only and are not set forth as cleanup or mitigation levels for purposes of this Agreement.

GROUNDWATER

Groundwater contaminants in micrograms per liter (the equivalent of parts per billion), the standards for which are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L (2L), Rule .0202, or the 2L Groundwater Interim Maximum Allowable Concentrations (IMACS) (November 2025 version):

Groundwater Contaminant	Sample Location	Date of Sampling	Concentration Exceeding Standard (µg/L)	Standard (µg/L)
Arsenic	TMW-6/ TMW-Field Dup	1/9/20	14.7	10
Cadmium	TMW-4	1/8/20	10.4	2
	TMW-6/ TMW-Field Dup	1/9/20	39.1	
Chromium	TMW-1[1]	1/8/20	16	10
Lead	TMW-6/ TMW-Field Dup	1/9/20	299	15
Tetrachloroethylene	TMW-2	1/9/20	0.74	0.7

[1] Labeled on laboratory sheets as 'filtered,' however, based on lack of detection in unfiltered sample, assumed mislabel of samples and unfiltered result presented.

SOIL

Soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Residential Health- Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (July 2026 version):

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Residential Screening Level[1] (mg/kg)
Acenaphthylene	SB-1	0-2	1/6/20	0.1 J	NSE
	SB-3	0-2	1/6/20	0.17 J	
	SB-7	0-2	1/9/20	0.073 J	
	SB-9	0-2	1/8/20	0.45 J	

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Residential Screening Level[1] (mg/kg)
Arsenic	BG-1	0-2	1/7/20	5.49	0.68[2]
	SB-1	0-2	1/6/20	6.74	
	SB-2	0-2	1/6/20	1.48	
	SB-3	0-2	1/6/20	0.874	
	SB-4	0-2	1/6/20	2.28	
	SB-5	0-2	1/9/20	5.38	
	SB-6 / SB-Field Dup	0-2	1/8/20	0.873	
	SB-7	0-2	1/9/20	0.774	
	SB-8	0-2	1/8/20	28.8	
	SB-11	0-2	1/6/20	0.683	
	SB-9	0-2	1/8/20	28.1	
	SB-10	0-2	1/8/20	4.61	
	SB-14	0-2	1/6/20	1.27	
	SB-17	0-2	6/18/20	1.5	
	SED-1	Sediment	1/6/20	0.687	
	SED-2/ SED-Field Dup	Sediment	1/9/20	0.857	
Benzo(a) anthracene	SB-1	0-2	1/6/20	1.3	1.1
	SB-5	0-2	1/9/20	2.1	
	SB-9	0-2	1/8/20	3.1	
Benzo(a)pyrene	SB-1	0-2	1/6/20	1.1	0.11
	SB-2	0-2	1/6/20	0.14 J	
	SB-3	0-2	1/6/20	0.79 J	
	SB-4	0-2	1/6/20	0.17 J	
	SB-5	0-2	1/9/20	1.5	
	SB-6 / SB-Field Dup	0-2	1/8/20	0.19 J	
	SB-7	0-2	1/9/20	0.43 J	
	SB-9	0-2	1/8/20	3	
	SED-2/ SED-Field Dup	Sediment	1/9/20	0.14 J	
	SED-3	Sediment	1/9/20	0.15 J	
Benzo(b) fluoranthene	SB-1	0-2	1/6/20	1.4	1.1
	SB-5	0-2	1/9/20	3	
	SB-9	0-2	1/8/20	4.1	

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Residential Screening Level[1] (mg/kg)
Benzo(g,h,i) perylene	SB-1	0-2	1/6/20	0.71 J	NSE
	SB-2	0-2	1/6/20	0.14 J	
	SB-3	0-2	1/6/20	0.58 J	
	SB-4	0-2	1/6/20	0.13 J	
	SB-5	0-2	1/9/20	0.94	
	SB-6 / SB-Field Dup	0-2	1/8/20	0.16 J	
	SB-7	0-2	1/9/20	0.3 J	
	SB-8	0-2	1/8/20	0.045 J	
	SB-11	0-2	1/6/20	0.065 J	
	SB-9	0-2	1/8/20	2	
	SB-10	0-2	1/8/20	0.065 J	
	SB-14	0-2	1/6/20	0.056 J	
	SED-2/ SED-Field Dup	Sediment	1/9/20	0.1 J	
Cadmium	SB-4	0-2	1/6/20	2.62	1.4
	SB-14	0-2	1/6/20	2.66	
Dibenzo(a,h) anthracene	SB-1	0-2	1/6/20	0.18 J	0.11
	SB-9	0-2	1/8/20	0.42 J	
Indeno(1,2,3-cd) pyrene	SB-9	0-2	1/8/20	2.1	1.1
Lead (Total)	BG-1	0-2	1/7/20	232	200
	SB-2	0-2	1/6/20	2270	
	SB-2 North	0-2	6/18/20	580	
	SB-4	0-2	1/6/20	838	
	SB-14	0-2	1/6/20	624	
	SB-14 North	0-2	6/18/20	1200	
	SB-14 West	0-2	6/18/20	800	
Lead (TCLP)	SB-14 TCLP (0-2) / Dup-2 TCLP (0-2)	0-2	6/18/20	8.2	5[3]

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Residential Screening Level[1] (mg/kg)
Phenanthrene	SB-1	0-2	1/6/20	1.5	NSE
	SB-2	0-2	1/6/20	0.085 J	
	SB-3	0-2	1/6/20	1.3	
	SB-4	0-2	1/6/20	0.16 J	
	SB-5	0-2	1/9/20	0.3 J	
	SB-6 / SB-Field Dup	0-2	1/8/20	0.082 J	
	SB-7	0-2	1/9/20	0.68 J	
	SB-9	0-2	1/8/20	2.7	
	SB-10	0-2	1/8/20	0.063 J	
	SB-14	0-2	1/6/20	0.049 J	
	SED-1	Sediment	1/6/20	0.056 J	
	SED-2/ SED-Field Dup	Sediment	1/9/20	0.083 J	
	SED-3	Sediment	1/9/20	0.084 J	

[1]Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2. Screening levels displayed for carcinogens are for a 1.0E-6 lifetime incremental cancer risk.
[2]Arsenic, Cadmium, and Hexavalent Chromium concentrations are believes to be naturally occurring. However, lead impacts are believed to be a result of former on-site operations.
[3] Maximum Allowable Concentration (MAC) in mg/L
NSE – No screening level established

SURFACE WATER

Surface water contaminants (in micrograms per liter, the equivalent of parts per billion), the unrestricted use standards for which are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2B, Rule .0208 (June 10, 2019 version):

Surface Water Contaminant	Sample Location	Date of Sampling	Concentration Exceeding Standard (µg/L)	Chronic Standard (µg/L)	Acute Standard (µg/L)
Acetone	SW-1	1/9/20	7.3	2000	NSE
	SW-2/ SW-Field Dup	1/9/20	14		
	SW-3	1/9/20	12		
	SW-4	1/9/20	11		
Arsenic	SW-1	1/9/20	37.7	21000	NSE
	SW-2/ SW-Field Dup	1/9/20	37.6		
	SW-3	1/9/20	37.2		
	SW-4	1/9/20	35.6		
Silver	SW-3	1/9/20	0.0701 J	0.06[2]	1.96[1,2]

NSE – No screening level established
[1] Based on a calculated hardness of 75
[2] Dissolved metal standard

Agenda Item Cover Sheet

Admin. Use Only:

NOTE: Committee Meeting Held on Thursday, November 5.

Committee Name	**Public Services**	
Committee Date And Agenda #	11.5.2026	PServ2

Item Name:

Consideration of Award of Bid for Water Service Line Inventory Hydro-Excavation

Description of Item:

Award of bid for hydro-excavation of water service lines on both public and private side at approximately 350 sites. Data collected will be used for validation of the Predictive Model produced by BlueConduit based upon the 364 sites that were hydro-excavated last year during the first phase of this project.

Back-Up Materials:

Letter of Recommendation of Award

PServ2 - KRG Utility, Inc. SLI - Soft Digs Proposal.pdf (link only)

PServ2 - Dukes_SLI Soft Digs Proposal.pdf (link only)

Council Action Requested:

Award of Contract

Requested By: M. Huffman **Department:** Public Utilities

City of Thomasville

Thomasville, North Carolina 27360

Utilities Department

Thomasville City Council
City of Thomasville
10 Salem Street
Thomasville, NC 27360

October 12, 2026

Subject: Service Line Inventory
Exploratory Soft Digs
Statistical Analysis Confirmation

On September 17, 2026 nine (9) hydro-vacuum companies were contacted, provided the "Thomasville NC Service Line Inventory RFP-RFQ 09-17-26" document, and invited to bid on performing this service for the City of Thomasville at approximately 350 sites. Two companies chose to bid on the project, and those bids are as follows:

Contractor	Per Site Price	Base Bid
Dukes	$650	$227,500.00
KRG Utility, Inc.	$300	$105,000.00

After reviewing the submittals and conferring with the Purchasing Officer I recommend the project bid be awarded to KRG Utility, Inc.at a total base bid price of $105,000.00

Sincerely,

Morgan Huffman

Morgan D Huffman
Public Utilities Director
City of Thomasville