

THOMASVILLE CITY COUNCIL MEETING BRIEFING AGENDA

Monday, May 13, 2024 – 4:00 P.M.

20 Stadium Drive, Thomasville, NC 27360

Mayor Raleigh York, Jr. ~ Mayor *Pro Tem* Scott Styers

1. Call to Order
2. Additions and Deletions to the Agenda
3. Public Forum on May 20, 2024 – 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 May 20, 2024
 - A. Proclamation: Travel & Tourism Week (May 19-25)
 - B. Proclamation: Public Works Week (May 21-27)
 - C. Proclamation: Motorcycle Awareness Month (May)
 - D. Proclamation: National Historic Preservation Month (May)
5. Public Hearing on May 20, 2024

Request for Rezoning (Z-24-05)

Applicant/Owner: Maria Contreras
Location: 428 Triad Blvd.
PIN Number: 6788-02-78-2102
Existing Zoning: C-2 Highway Commercial
Requested Zoning: CZ-M-2 Heavy Industrial
Conditional Use: The property will be used exclusively for operation as a garage for semi-trucks, trailers, parking and small office space.

The Board of Planning & Adjustment held a public hearing on March, 2024 and voted 7 - 0 to approve this request because the conditional rezoning of this property allows for an acceptable use of the property without conflicting with neighboring properties; the conditional rezoning excludes all other uses, further protecting neighboring properties; and the rezoning is consistent with the surrounding properties.

*****To pass this rezoning, Council must find that this zoning amendment is reasonable and in the public's interest due the reasons stated by the Planning Director and due to its consistency with the Comprehensive Plan and its furtherance of the goals and objectives of the Comprehensive Plan.*****

6. Regular Agenda on **May 13, 2024**
 - A. Consideration of Revised Grant Project Ordinance – Nucor Water/Sewer Extension Project (State IDF Utility Account Grant)
 - B. Consideration of Revised Grant Project Ordinance – Nucor Water/Sewer Extension Project (Golden LEAF Grant)
7. Consent Agenda on May 20, 2024
 - A. Consideration of Approval of Minutes – Briefing Meeting on April 8, 2024

B. Consideration of Approval of Minutes – Council Meeting on April 15, 2024

8. Regular Agenda on May 20, 2024

A. Consideration of NC GHSP Local Government Grant Resolution for Traffic Safety Funding and Agreement of Conditions

B. Consideration of Discontinuation of Public Information Channel 13 Cable Service

C. Consideration of Special Called Meeting on June 3, 2024 at 20 Stadium Drive, Thomasville, NC at 6 PM for a Public Hearing regarding the proposed FY 2024/2025 Budget

D. Consideration of Resolution to Call for Public Hearing re: Annexation of “Emma’s Place” on June 17, 2024 at 20 Stadium Drive, Thomasville, NC at 6 PM

E. Consideration of First Amendment to School Resource Officer Agreement with Thomasville City Board of Education

F. Consideration of Amendment to the Thomasville Traffic & Vehicle Ordinances, Section 78-221, Off-Street Public Parking Lots

G. Consideration of National Night Out Road Closure Ordinance

9. Committee Reports and Appointments, Mayor’s Report and Appointments, City Manager’s Report, City Attorney’s Report on May 20, 2024

10. Additional Items

11. Adjournment



PROCLAMATION
FOR
NATIONAL TRAVEL & TOURISM WEEK
MAY 19-25, 2024

Whereas: National Travel and Tourism Week was established in 1983 to celebrate and highlight how travel and tourism improve the local economy by creating quality jobs, inspiring new businesses and elevating the quality of life in municipalities across the nation; and

Whereas: Travel and Tourism are essential to the success of Thomasville's economy, development, and workforce. They stimulate economic growth, benefit local businesses, and support vibrant and safe communities; and

Whereas: Travel and Tourism generate tax revenue to support essential local services, such as education, emergency response, public safety and more. This dynamic duo provides cities with an economic boost and also unites people and benefits society.

Therefore: I, Raleigh York, Jr., Mayor of the City of Thomasville, North Carolina, do hereby proclaim May 19-25, 2024 as the

NATIONAL TRAVEL & TOURISM WEEK

in Thomasville, North Carolina, and I urge the citizens to join me in recognizing the essential role these industries play.

PROCLAIMED this the 20th day of May, 2024.

Raleigh York, Jr., Mayor

ATTEST:

Wendy S. Martin, City Clerk



PROCLAMATION

FOR

NATIONAL PUBLIC WORKS WEEK 2024

- Whereas:** Public Works focuses on infrastructure systems, facilities, and services that are of vital importance to the health, safety, and comfort of this community; and
- Whereas:** These services could not be provided without the dedicated efforts of our Public Works professionals, who are responsible for the streets, public buildings and grounds, parks, solid waste collection, and other such essential services that affect the daily lives of Thomasville's residents, businesses, and visitors; and
- Whereas:** It is in the public's best interest for the citizens, civic leaders and children to gain knowledge and understanding of the importance of Public Works and Public Works programs in the City of Thomasville; and
- Whereas:** 2024 marks the 64th annual National Public Works Week, sponsored by the American Public Works Association. This year's theme of "Advancing Quality Life For All" shines a spotlight on the way Public Works professionals advance our quality of life and the numerous ways that they silently serve their communities.
- Therefore:** I, Raleigh York, Jr., Mayor of the City of Thomasville, North Carolina, do hereby proclaim the week of May 21-27, 2024 as:

NATIONAL PUBLIC WORKS WEEK

and I extend sincere appreciation and gratitude to our Public Works professionals for the vital contributions they perform in protecting our community's health, safety and quality of life, as well as their exemplary dedication to our community.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Thomasville, North Carolina, this 20th day of May, 2024.

Raleigh York, Jr., Mayor

ATTEST:

Wendy S. Martin, City Clerk



PROCLAMATION
FOR
MOTORCYCLE SAFETY AWARENESS MONTH
MAY 2024

Whereas: Motorcycling is a popular form of recreation and transportation for thousands of citizens across North Carolina and the United States; and

Whereas: Motorcycle Safety Awareness Month is designed to encourage the safe and proper use of motorcycles, to increase public awareness, and to promote safety measures for all motorists, as more riders travel the roadways; and

Whereas: Motorcycle driver safety is enhanced through a combination of training and experience, adhering to traffic laws and licensing requirements, and using personal protective gear; and

Whereas: The City of Thomasville ushers in the beginning of the summer road travel season by emphasizing the importance for all motorists to avoid distractions while driving, to remain attentive and alert to the presence of motorcycles on roadways; and to safely share the road with others.

Therefore: I, Raleigh York, Jr., Mayor of Thomasville, North Carolina, do hereby proclaim the month of May 2024 as:

MOTORCYCLE SAFETY AWARENESS MONTH

in the City of Thomasville, and I urge all citizens to safely share the roads with all other motorists and to “Look Twice and Save a Life.”

This the 20th day of May, 2024.

Raleigh York, Jr., Mayor

ATTEST:

Wendy S. Martin, City Clerk



PROCLAMATION

FOR

NATIONAL HISTORIC PRESERVATION MONTH

MAY 2024

Whereas:

It is important to celebrate the role of history in our lives and to preserve the tangible aspects of the heritage that has shaped us as a people; and

Whereas:

Historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds, as it is an effective tool for revitalizing neighborhoods, fostering local pride, maintaining community character, and enhancing livability; and

Whereas:

Historic preservation creates local jobs in the areas of tourism, construction, building materials, landscaping, and architecture, while enhancing local property values and tax bases and giving communities attractive, unique places to live, work, and enjoy life; and

Whereas:

Thomasville has three historic districts: Salem Street, Randolph Street and Colonial Drive School District. Contact the Thomasville Historic Preservation Commission for more information.

Therefore:

I, Raleigh York, Jr., Mayor of the City of Thomasville, North Carolina, do hereby proclaim May 2024 as:

NATIONAL HISTORIC PRESERVATION MONTH

in Thomasville, North Carolina, and I and call upon the people to join their fellow citizens across the United States in recognizing and participating in this special observance.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Thomasville, North Carolina, this 2nd day of May, 2024.

Raleigh York, Jr., Mayor

ATTEST:

Wendy S. Martin, City Clerk

Agenda Item Cover Sheet

Admin. Use Only:

Committee Name

Public Safety

Committee Date
And Agenda #

5.7.24

PSafe 3

Item Name:

Public Hearing for Rezoning Case Z-24-05

Description of Item:

Applicant/Owner: Maria Contreras

Location: 428 Triad Blvd.

PIN Number: 6788-02-78-2102

Existing Zoning: C-2 Highway Commercial

Proposed Zoning: CZ-M-2 Heavy Industrial

Conditional Use: The property will be used exclusively for operation as a garage for semi-trucks, trailers, parking, and small office space.

Back-Up Materials:

Rezoning Case Package

Council Action Requested:

Consideration of Approval or Denial of Rezoning Request

Requested By:

C. George

Department:

PIE

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES
OF THE CITY OF THOMASVILLE, NORTH CAROLINA**

BE IT ORDAINED, that the Code of Ordinances of the City of Thomasville be amended in the following respects:

SECTION 1. That the Official Zoning Map of the City of Thomasville, North Carolina as set out in Appendix A (Zoning), Article IV (Establishment of Districts), Section 2 (Location and Boundaries of Districts) be amended by changing certain property from C-2 (Highway Commercial) Zoning District to M-2CZ (Heavy Industrial Conditional Zoning) Zoning District as shown on the attached map (Z-24-05).

SECTION 2. That the City Council makes the following affirmative findings:

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

SECTION 3. That the Zoning Enforcement Officer is hereby authorized to issue the attached Conditional Use Permit.

SECTION 4. That this Ordinance shall become effective upon its adoption by the City Council of the City of Thomasville.

ADOPTED this the _____ day of _____, _____, by the City Council of the City of Thomasville.

Raleigh York, Jr., Mayor

ATTEST:

Wendy S. Martin, City Clerk

To: Michael Brandt, City Manager
From: Chuck George, Planning Director
Date: May 1, 2024
Re: City Council Meeting, May 20, 2024

The following items has been before the Board of Planning & Adjustment on Tuesday, March 30, 2024.

Request for Rezoning (Z-24-05)

Applicant/Owner: Maria Contreras

Location: 428 Triad Blvd.

PIN Number: 6788-02-78-2102

Existing Zoning: C-2 Highway Commercial

Proposed Zoning: CZ-M-2 Heavy Industrial

Conditional Use: The property will be used exclusively for operation as a garage for semi-trucks, trailers, parking, and small office space.

A public hearing was conducted, and the board voted 7-0 to approve the request for the following reason:

- The conditional rezoning of this property allows for an acceptable use of the property without conflicting with neighboring properties.
- The conditional rezoning excludes all other uses further protecting neighboring properties.
- The rezoning of the property is consistent with surrounding properties.

Further, the Planning Board finds that this rezoning is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.



The Board of Planning and Adjustment of the City of Thomasville has approved
by a 7 to 0 vote the rezoning request (Z-24-05).

Applicant/Owner: Maria Contreras

Location: 428 Triad Blvd.

PIN Number: 6788-02-78-2102

Existing Zoning: C-2 Highway Commercial

Proposed Zoning: M-2CZ Heavy Industrial

Conditional Use: The property will be used exclusively for operation as a garage for semi-trucks, trailers, parking, and small office space.

4, 30, 24

Date

Jane Hill

Jane Hill, Chairperson

MOTION TO REZONE INCLUDING NCGS 160D-604(d); -605(a); -701 LANGUAGE

I move to rezone the property from C-2 to M-2CZ Conditional Zoning
for the following reasons:

- 1 - The conditional rezoning of this property allows for an acceptable use of the property
without conflicting with neighboring properties.
- 2 - The conditional rezoning excludes all other uses further protecting neighboring properties.
- 3 - The rezoning of the property is consistent with surrounding properties.

Further, I move that the City Council find that this rezoning is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

MOTION TO DENY INCLUDING NCGS 160D-604(d); -605(a); -701 LANGUAGE

I move to deny the rezoning of the property from _____ to _____
_____ for the following reasons:

Further, I move that the City Council find that this rezoning is unreasonable and not in the public interest due to its inconsistency with the comprehensive plan and, as a result, is a hindrance to the goals and objectives of the comprehensive plan.

City of Thomasville
Rezoning Case # Z-24-05
Staff Report: Chuck George, Planning Director

Applicant/Owner: Maria L Contreras

Location: 428 Triad Blvd.

Tax Parcel ID Number: 16313G000000186A

Request: Rezoning from C-2 to M-2CZ

Conditions: The property will be used exclusively for operation as a repair garage for semi-trucks, trailers, parking, and small office space.

Requested Zoning District Characteristics:

The current zoning is C-2 highway commercial - This district defined as certain areas that primarily designed for citizens using the major highways that run through or around the city. The district customarily located along the major arterial highways. This district may also provide retailing and personal services for the benefit of residents in nearby areas and nonresidents. Included also are certain functions, such as warehousing, that are compatible with the primary uses.

The proposed zoning is M-2CZ Heavy Industrial – This district is identical to the M-2 heavy industrial district except that a conditional zoning permit is required as a prerequisite to any use or development, as provided for in this ordinance. This district is defined as certain lands so situated as to be suitable for industrial development, usually along railroad sidings or major thoroughfares, but where certain operations could adversely affect nearby properties. The purpose of this district is to permit the normal operations of almost all industries excepting those that would be detrimental to adjoining properties. Excluded from this district are those industries which are noxious by their emission of smoke, dust, fumes, glare, noise and vibrations and those industries which deal primarily in hazardous products such as explosives. Selected business uses are also appropriate in this district.

Site Information

Size of Parcel	3.05 Acres +/-		
Existing Land Use	Commercial		
Proposed Land Use	Heavy Industrial		
Surrounding Property Zoning and Use	Direction	Zoning	Use
	N	R-10	Residential
	E	C-2	Commercial
	S	M-1	Light Industrial
	W	C-2	Commercial
General Site Information	Undeveloped Land		
Historic Properties	NA		

History of Cases:

Compatibility with Adopted Plans

The 2035 Land Development Plan indicates the areas that have not identified for development or redevelopment are suitable for infill development that is consistent with the existing surrounding land uses. Development or redevelopment in these areas should not be discouraged, and as land development market changes occur, this plan should be updated to reflect the changing conditions.

Staff Comment

The 3-acre site is currently undeveloped. The proposed conditional zoning would allow the use of the property for semi-trucks, trailer parking, and a state-of-the-art truck garage, excluding all other uses listed in the permitted use table. The 2035 Land Development Plan encourages infill development consistent with surrounding properties. The area consists of commercial uses along the main corridors and intersections with a mix of single and multifamily development on secondary roadways.

Attachments

- Application
- Legal description
- Site map
- DC GIS Map
- Zoning map
- 2035 Land use map
- Table of permitted uses
- Consistency statement to approve or deny request

Public Notice

<i>Notification</i>	<i>Zoning Board</i>	<i>City Council</i>
Public Hearing Notice	4/16/2024 & 4/23/2024	5/7/2024 & 5/14/2024
Property Posted	4/19/2024	5/10/2024
Notification Letter Sent	4/19/2024	5/10/2024

Zoning Board Recommendation

A public hearing was conducted, and the board voted 7-0 to approve the request for the following reason:

- The conditional rezoning of this property allows for an acceptable use of the property without conflicting with neighboring properties.
- The conditional rezoning excludes all other uses further protecting neighboring properties.
- The rezoning of the property is consistent with surrounding properties.

Further, the Planning Board finds that this rezoning is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

CITY OF THOMASVILLE

Planning & Zoning Department

PO BOX 368 • THOMASVILLE, NC 27360 • (336) 475-4255

REZONING APPLICATION

File No. **Z-** 24-05

Date April 5, 2024

Applicant Maria L. Contreras

Phone (336) 561-9938

Applicant's Address 2 Thomasville High Dr. Thomasville, NC 27360

Property Owner Maria L. Contreras

Phone (336) 561-9938

Property Owner's Address 2 Thomasville High Dr. Thomasville, NC 27360

Existing Zoning C2

Requested Zoning CZM2

Address or Location of Property to be Rezoned 428 Triad Blvd. Thomasville, NC 27360

Description of Property Vacant Land

Fee Received \$ 500

Map No **16-** 3130 00000 186A

(PLEASE MAKE CHECK PAYABLE TO "CITY OF THOMASVILLE")

Applicant's
Signature

Maria L. Contreras

Owner's
Signature

Maria L. Contreras

Planning Board Hearing Date April 30, 2024

Planning Board Action

☒ Approved

☐ Denied

Vote of: 7-0

City Council Hearing Date May 20, 2024

City Council Action

☐ Approved

☐ Denied

Vote of: _____

Signed _____

Secretary to Planning Board

CITY OF THOMASVILLE

P O BOX 368 • THOMASVILLE, NC 27360 • (336) 475-4249

Planning & Zoning Department

APPLICATION FOR SPECIAL USE PERMIT

File No. Z-24-05 Date April 5, 2024
Applicant Maria L. Contreras Phone (336) 561-9938
Address 2 Thomasville High Dr Thomasville, NC 27360
Property Owner Maria L. Contreras Phone (336) 561-9938
Address 2 Thomasville High Dr. Thomasville NC 27360
Existing Zoning C2 Special Use Request CZ-M2

Location and Description of Property Within Request

428 Triad Blvd Thomasville, NC 27360
Vacant land. The property will be used exclusively for operation as a garage for
Semi-Trucks, Trailers, parking, and small office space.

Fee Received \$ 500 Map No 16 313G00000186A

Applicant's Signature Maria L. Contreras Owner's Signature Maria L. Contreras

Planning Board Hearing Date April 30, 2024

Planning Board Action Approved 7-0

City Council Public Hearing Date May 20, 2024

City Council Action _____

Special Conditions _____

Approved Denied Plans Amended- Attach Detail

Signed - Secretary to Planning Board

2024000684

DAVIDSON COUNTY NC FEE \$26.00
STATE OF NC REAL ESTATE EXT
\$220.00

PRESENTED & RECORDED

01/12/2024 02:53:11 PM

MICHAEL E. HORNE

REGISTER OF DEEDS

BY: NATASHA MCKENZIE

DEPUTY

BK: DE 2633

PG: 599 - 603

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax:	\$220.00
Parcel ID:	16313G0000186A
Mail/Box to:	Grantee
Prepared by:	Brinkley Walser Stoner, PLLC, North Carolina Licensed Attorneys Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.
Brief description for the Index:	Lots 183-185; 3.05 acres+; 428 W Triad Boulevard

THIS GENERAL WARRANTY DEED ("Deed") is made on the 12 day of January, 2024, by and between:

GRANTOR	GRANTEE
Joel Lee Fritts and wife, Kimberley Ann Carnell 117 Cool Creek Drive Willow Spring, NC 27592 and Nathan Ross Fritts and wife, Michelle Johnson Fritts 9021 Bud Smith Road Wake Forest, NC 27587	Tomas Antonio Contreras Ayala and spouse Maria Luisa Contreras 428 W Triad Boulevard Thomasville, NC 27360

FOR VALUABLE CONSIDERATION paid by Grantee, the receipt and legal sufficiency of which is acknowledged, Grantor by this Deed does hereby grant, bargain, sell and convey to Grantee, in fee simple, all that certain lot, parcel of land in, Davidson County, North Carolina and more particularly described as follows (the "Property"):

See EXHIBIT "A" attached hereto and incorporated herein.

All or a portion of the Property was acquired by Grantor by instrument recorded in DB 2383, PG 1000, Davidson County Registry.

All or a portion of the Property ☐ includes or ☒ does not include the primary residence of a Grantor.

A map showing the Property is recorded in PB 7, PG 32B of the Davidson County Registry.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple. Grantor covenants with Grantee that Grantor is seized of the Property in fee simple, Grantor has the right to convey the Property in fee simple, title to the Property is marketable and free and clear of all encumbrances, and Grantor shall warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

All easements and rights of way of record.

IN WITNESS WHEREOF, Grantor has duly executed this North Carolina General Warranty Deed, if an entity by its duly authorized representative.

BY Joel Lee Fritts (SEAL)
Joel Lee Fritts

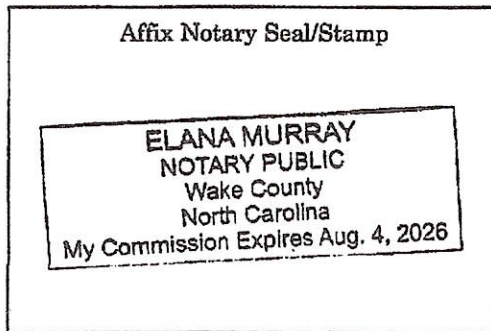
BY Kimberley Ann Carnell (SEAL)
Kimberley Ann Carnell

BY Nathan Ross Fritts (SEAL)
Nathan Ross Fritts

BY Michelle Johnson Fritts (SEAL)
Michelle Johnson Fritts

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I ELANA MURRAY, a Notary of the above state and county, certify that the following person(s) personally appeared before me on the 12 day of January, 2024 each acknowledging to me that he or she signed the foregoing document, in the capacity represented and identified therein (if any): Joel Lee Fritts

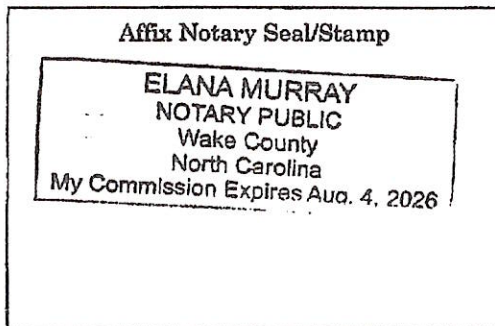


Elana Murray
Notary Public (Official Signature)

My commission expires:
August 4, 2026

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I ELANA MURRAY, a Notary of the above state and county, certify that the following person(s) personally appeared before me on the 12 day of January, 2024 each acknowledging to me that he or she signed the foregoing document, in the capacity represented and identified therein (if any): Kimberley Ann Carnell

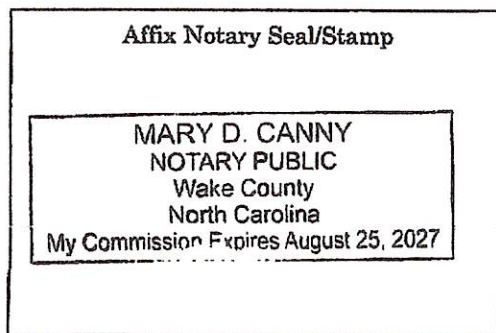


Elana Murray
Notary Public (Official Signature)

My commission expires:
August 4, 2026

STATE OF NORTH CAROLINA
COUNTY OF Wake

I Mary D. Canny, a Notary of the above state and county, certify that the following person(s) personally appeared before me on the 12th day of January, 2024 each acknowledging to me that he or she signed the foregoing document, in the capacity represented and identified therein (if any): Nathan Ross Fritts

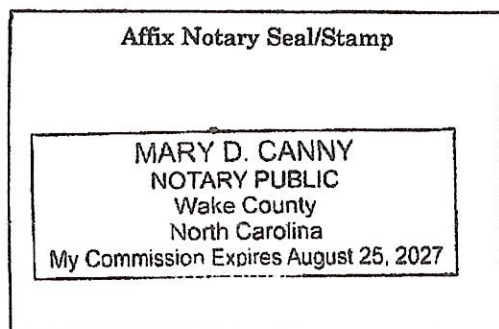


Mary D. Canny
Notary Public (Official Signature)

My commission expires:
8/25/2027

STATE OF NORTH CAROLINA
COUNTY OF Wake

I Mary D. Canny, a Notary of the above state and county, certify that the following person(s) personally appeared before me on the 12th day of January, 2024 each acknowledging to me that he or she signed the foregoing document, in the capacity represented and identified therein (if any): Michelle Johnson Fritts



Mary D. Canny
Notary Public (Official Signature)

My commission expires:
8/25/2027

Exhibit "A"

**Property of Tomas Antonio Contreras Ayala and Maria Luisa Contreras, a married couple
428 West Triad Boulevard**

BEGINNING: Being Lots Nos. One Hundred Eighty-Three (183), One Hundred Eighty-Four (184), One Hundred Eighty-Five (185) and One Hundred Eighty-Six (186) of the B.E. Kennedy Estate, Plat of which is duly recorded in Plat Book 7, Page 32B, office of the Register of Deeds for Davidson County, North Carolina.

Less that amount of land, which was conveyed to the North Carolina Highway and Public Works Commission as a right of way for said highway.

LESS AND EXCEPT: that 2.90 acre tract more particularly described in Deed Book 418, Page 475 and Deed Book 226, Page 232, Davidson County Registry.

FURTHER LESS AND EXCEPT: That portion of Lot No. One Hundred Eighty Six (186) of the B.E. Kennedy Estate, Plat Book 7, Page 32B that lies to the west of the 2.90 acre tract excepted hereinabove.

TOGETHER WITH: That Property more particularly described in Deed Book 378, Page 460, Davidson County Registry.

TOGETHER WITH: Any other additions to this property as provided in the public registry it being the intention of the Grantor to include all of what is now known as Davidson County Tax Parcel # 16313G0000186A, which contains approximately 3.05 acres, more or less.

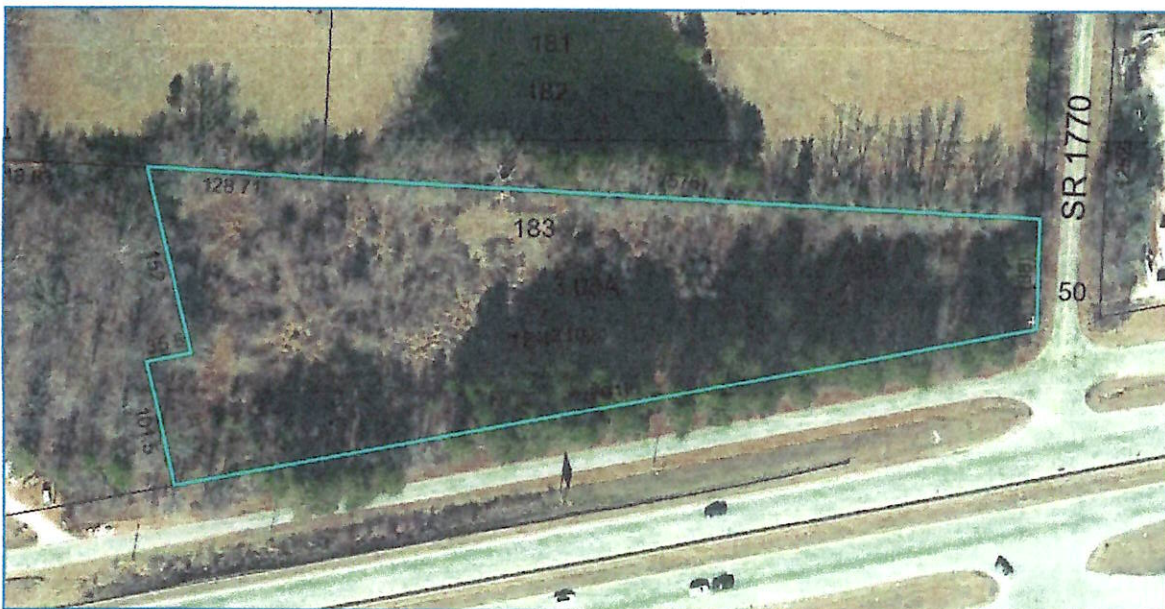
The subject property is part of that property described in Deed Book 2383, Page 1000, Davidson County Registry and is further designated as Tax Parcel Identifier Number 16-313-G-000-0186-A-0-0 on the Davidson County Tax Maps.

INTRODUCTION

This section identifies the property being appraised, including the location, ownership history, date(s) of the appraisal, property rights, intended user and use, and type(s) of value. This section also identifies the parameters of the report, including describing the sources and extent of research and any limitations to the opinion(s) of value.

PROPERTY IDENTIFICATION

The property appraised in this report includes a vacant land parcel with an address of 428 Triad Boulevard, Thomasville, Davidson County, North Carolina 27360. The property is identified as tax parcel(s) 021-011-03 in the Davidson County Tax Office. According to public records, the subject property contains approximately 3.05 total acre(s).



AERIAL OF SUBJECT PROPERTY

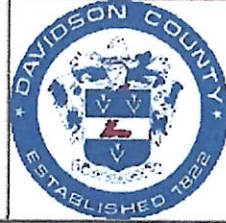
PROPERTY OWNERSHIP HISTORY

According to Davidson County public records, the property is held in the ownership name of Gwendolyn Imogene Garner Fritts, Et. Al. The current owner acquired the property by General Warranty Deed from Imogene G. Fritts as recorded in Deed Book 2383, Page 1000 of the Davidson County Register of Deeds Office on November 12, 2019. According to the deed, the current owner paid no consideration for the site. This appears to have been a related-party transaction of the subject property. There have been no other transfers of the subject property in the last three years.

The property is under a purchase agreement as will be discussed below. The contractual buyer intends to build a garage and storage building on the property for truck repair and associated parking.



Davidson County GIS



Parcel Number : 16313G0000186A

Pin Id : 6788-02-78-2102

Owner :

AYALA TOMAS ANTONIO CONTRERAS
CONTRERAS MARIA LUISA
428 W TRIAD BLVD
THOMASVILLE NC 27360

Property Address: 428 W TRIAD BV

Township: 16

Building Value:

Land Value:

Assessed Value:

Legal Description : P=7-32B L186A,183&184B BK2633-599

Land Units:

3.05 AC

Deed Book:

2633 Pg: 0599

Deed Date:

01/12/2024

Account Number:

9274242

Exempt Code:

\$0 Other Building Value:

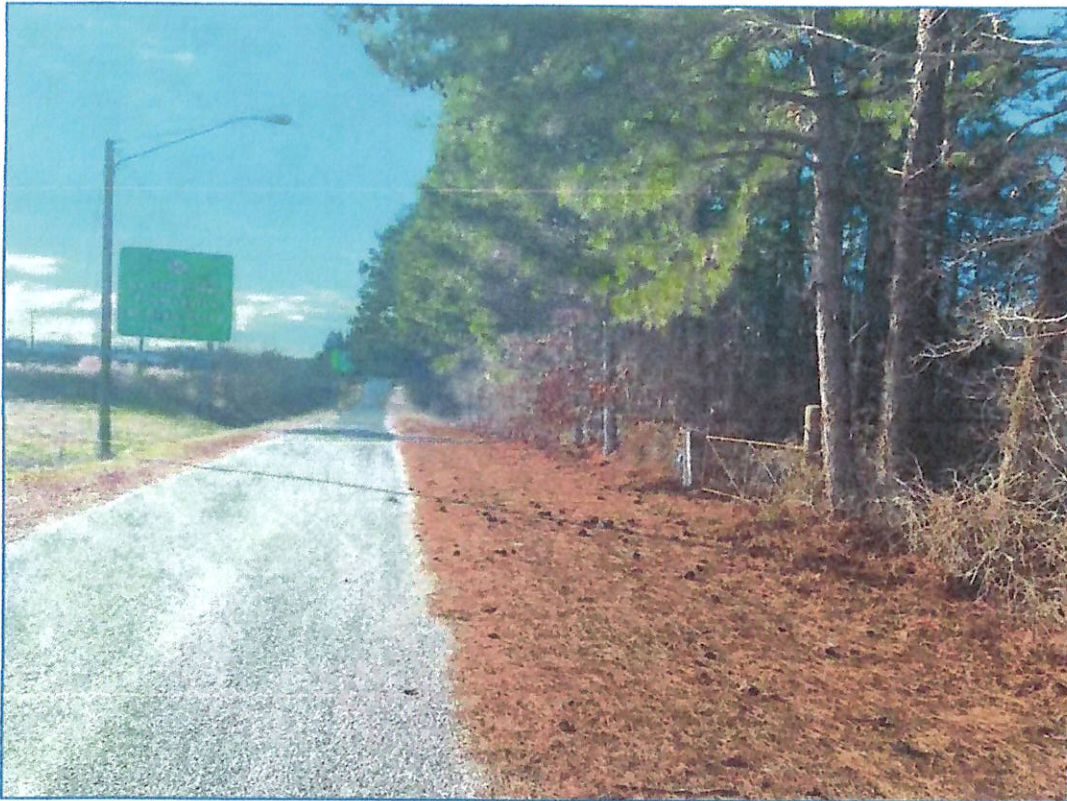
\$0

\$144,880 Market Value:

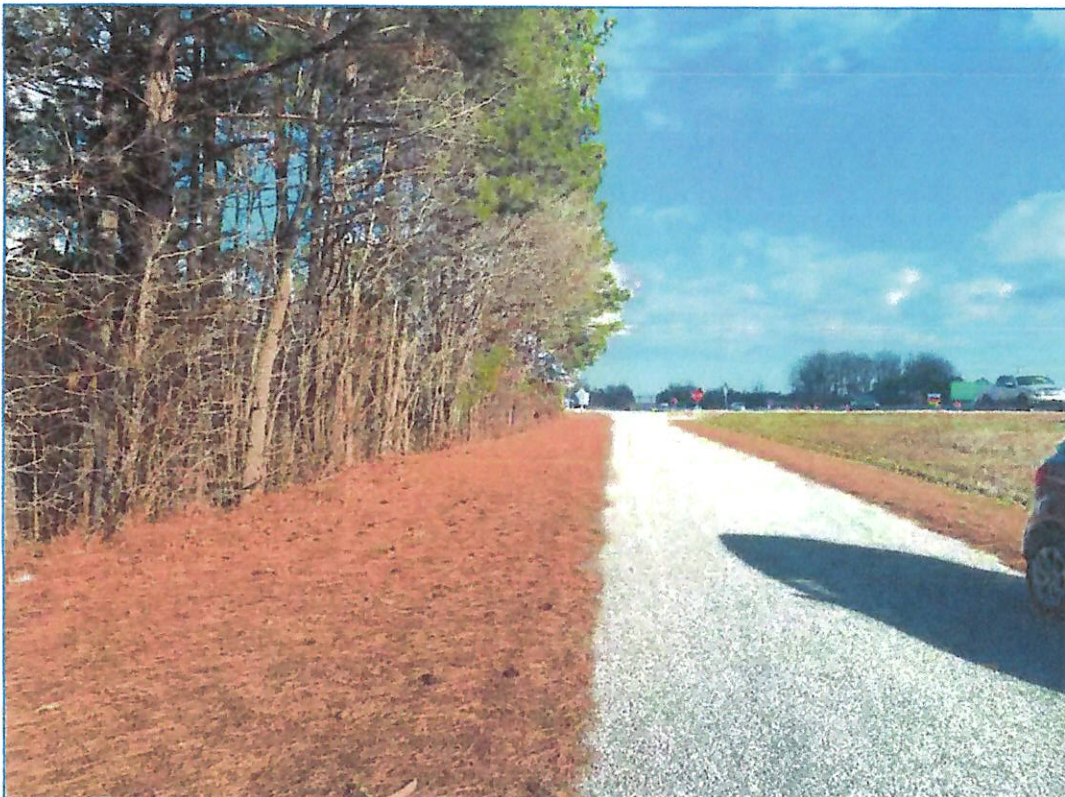
\$144,880

\$144,880 Deferred Value:

\$0



STREET SCENE



STREET SCENE



STREET SCENE



STREET SCENE



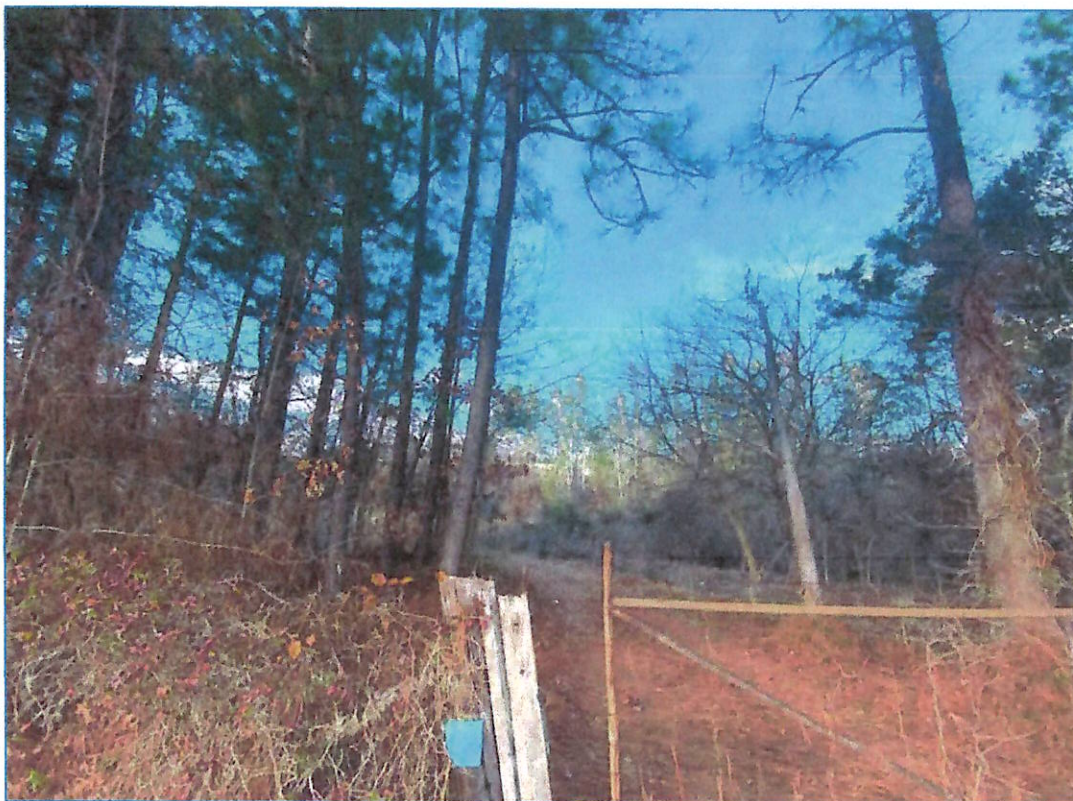
SUBJECT PROPERTY



SUBJECT PROPERTY



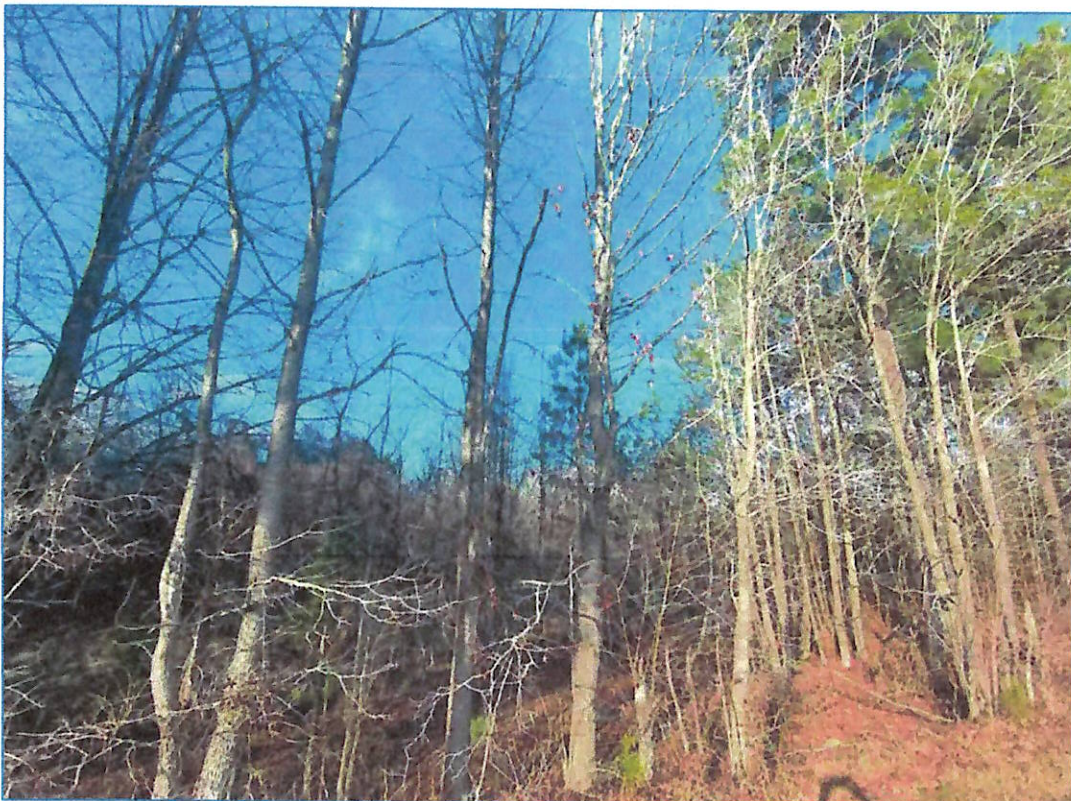
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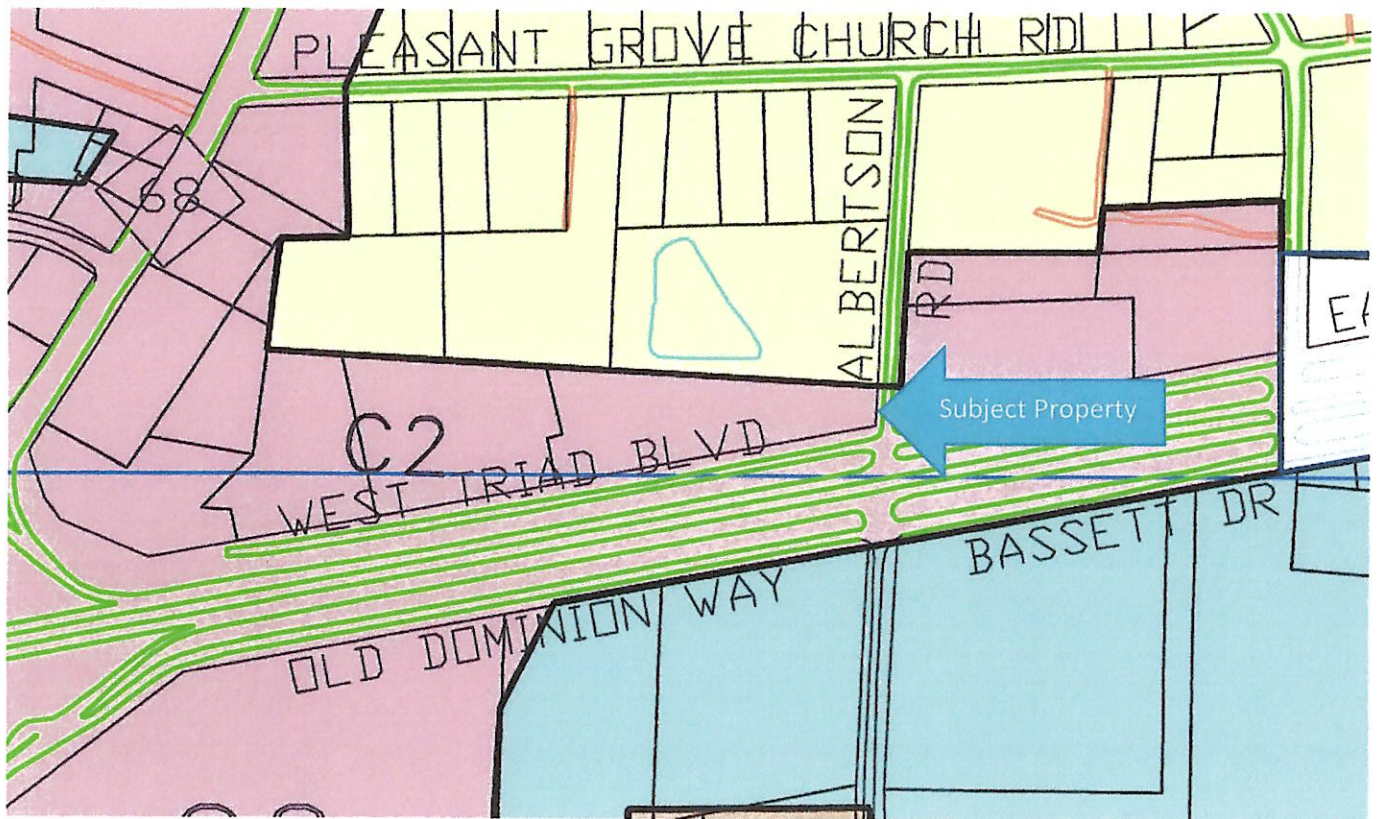


SUBJECT PROPERTY



SUBJECT PROPERTY

428 Triad Blvd.
PIN: 6788-02-78-2102
Parcel Number: 1631G0000186A
Zoning: C-2 Highway Commercial
Zoning Map



Zoning Map colors index:

Brown – R-6 High Density Residential District
Orange – R-8 Medium Density Residential District
Yellow – R-10 Low Density Residential District
Dark Orange – R-10M Mobile Home Park District
Light Green – O-1 Office and Institutional District
Dark Pink – C-1 Neighborhood Commercial District
Pink – C-2 Highway Commercial District
Light Orange – C-3 General Commercial District
Red – C-4 Central Commercial District
Light Blue – M-1 Light Industrial District
Purple – M-2 Heavy Industrial District



City of Thomasville

Land Development Plan

DEVELOPMENT & RE-DEVELOPMENT AREAS



- | | | | |
|------------|--------------------|--|-----------------------|
| — Highway | ▭ Municipal Limits | ▭ Downtown Business District | ▭ Industrial |
| — Road | ▭ ETJ Boundary | ▭ Commercial & Mixed-use | ▭ Medical & Mixed-use |
| — Railroad | ▭ County Boundary | ▭ National Highway Commercial Corridor | |
| — Stream | | | |

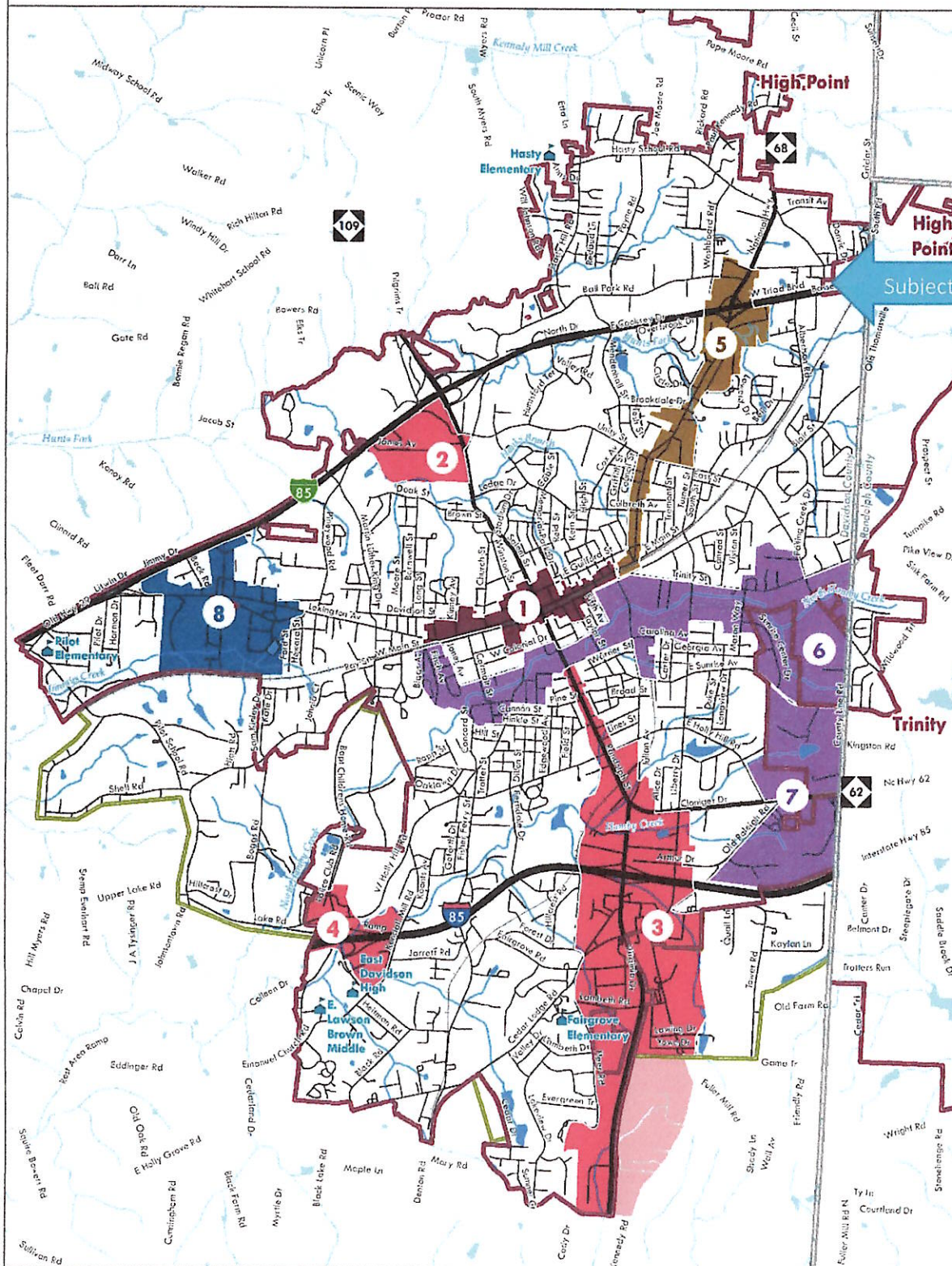
0 0.5 1
Miles

Mapping provided by the
Triad Regional Council
Planning Department
Date: May 14, 2018



1 inch = 3,000 feet

0 3,000 6,000
Feet



MOTION TO REZONE INCLUDING NCGS 160-383 LANGUAGE

I move to rezone the property from _____ to _____
for the following reasons:

1. _____

2. _____
_____ and
3. _____

Further, I move that the City Council find that this rezoning is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

MOTION TO DENY THE REZONING INCLUDING NCGS 160-383 LANGUAGE

I move to deny the rezoning of the property from _____ to _____
_____ for the following reasons:

1. _____

2. _____
_____ and
3. _____

Further, I move that the City Council find that this rezoning is unreasonable and not in the public interest due to its inconsistency with the comprehensive plan and, as a result, is a hindrance to the goals and objectives of the comprehensive plan.

Agenda Item Cover Sheet

Admin. Use Only:

Committee Name

Personnel/Finance

--

Committee Date
And Agenda #

5/7/2024

PF1

Item Name:

Consideration of Revised Grant Project Ordinance - Nucor Water/Sewer Extension Project - State IDF Utility Account Grant

Description of Item:

The IDF ordinance has been revised to ensure adequate budgeted funding for the required 75% (grant)/25% (Nucor) split for each construction invoice. Since the project is moving into the IDF phase, it is necessary to ensure adequate cost allocation for the local match (Nucor-funded) portion of the IDF project.

Back-Up Materials:

revised grant project ordinance

Council Action Requested:

Approval at Briefing on 5/13

Requested By:

Thomas Avant

Department:

Finance

CITY OF THOMASVILLE
Grant Project Ordinance

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

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

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

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

065-8910-322-0503	State Grants – Industrial Development	\$1,325,000.00
065-8910-390-0109	Contribution – Nucor	\$ 451,250.00
065-8910-390-0109	Contribution – Nucor	\$ 41,250.00
Total		\$1,817,500.00

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

065-8910-524-7300	Construction Improvements	\$1,300,000.00
065-8910-524-7300	Construction Improvements	\$ 451,250.00
065-8910-522-4501	Administrative	\$ 41,250.00
065-8910-522-4501	Administrative	\$ 25,000.00
Total		\$1,817,500.00

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

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

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

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

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

ADOPTED this 13th day of May, 2024

Mayor

ATTEST:

City Clerk

Agenda Item Cover Sheet

Admin. Use Only:

Committee Name

Personnel/Finance

--

**Committee Date
And Agenda #**

5/7/2024

PF2

Item Name:

Consideration of Revised Grant Project Ordinance - Nucor Sewer Extension Project - Golden LEAF grant

Description of Item:

The Golden LEAF grant project ordinance has been revised to add additional funding for easement/right-of-way costs that exceeded initial estimates.

Back-Up Materials:

revised grant project ordinance

Council Action Requested:

Approval at Briefing on 5/13

Requested By:

Thomas Avant

Department:

Finance

CITY OF THOMASVILLE
Grant Project Ordinance

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

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

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

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

061-7901-322-0509	State Grants/Miscellaneous State Grant	\$1,100,000.00
061-7901-390-0109	Contribution – Nucor	\$ 55,000.00
061-7901-390-0109	Contribution – Nucor	\$ 3,500.00
061-7901-390-0109	Contribution – Nucor	\$2,736,916.00
061-7901-390-0109	Contribution – Nucor	\$ 113,259.00
061-7901-390-0109	Contribution – Davidson County	\$ 15,276.00
061-7901-390-0109	Contribution – Davidson County	\$2,362,399.00
Total		\$6,386,350.00

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

061-7901-574-7300	Construction Improvements (Grant)	\$ 840,000.00
061-7901-574-7300	Construction Improvements (Davidson Co.)	\$2,362,399.00
061-7901-574-7300	Construction Improvements (Nucor)	\$2,736,916.00
061-7901-572-4501	Administrative (Nucor)	\$ 55,000.00
061-7901-572-4504	Engineering (Grant)	\$ 260,000.00
061-7901-572-4504	Engineering (CSX Review Fee – Nucor)	\$ 3,500.00
061-7901-572-5200	Right of Way (Davidson County)	\$ 15,276.00
061-7901-572-5200	Right of Way (Nucor)	\$ 113,259.00
Total		\$6,386,350.00

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

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

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

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

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

ADOPTED this 13th day of May, 2024

Mayor

ATTEST:

City Clerk

MINUTES FOR THE THOMASVILLE CITY COUNCIL BRIEFING MEETING ON MONDAY, APRIL 8, 2024 AT 4:00 PM AT 20 STADIUM DRIVE, THOMASVILLE, NC.

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

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

2. Additions and Deletions to the Agenda

City Manager Brandt asked that Council add a Closed Session for Attorney/Client matters for this meeting.

Mayor York added a Proclamation for Special Recognition on April 15, 2024.

Council Member Grimes moved to approve the agenda as amended. Council Member Hunt seconded. *Motion unanimously approved 6 – 0.*

3. Public Forum to be held on April 15, 2024. People can sign up to speak for two minutes on any topic.

4. Recognitions and Presentations on April 15, 2024

A. Proclamation – Public Health Month (April)

B. Proclamation – Special Recognition - Added by Mayor York

5. Public Hearings to be held on April 15, 2024

Consideration of Ordinance to Close the Alley on Clay Street

Planning Director Chuck George advised that he had received one opposition to this closure from the neighbor who said she wanted to open up that alleyway to her property.

He added, "There has been a dispute between these two neighbors for years now. But if she would open it up, it would only be a few feet from his doorsteps, so that wouldn't really be safe for any of the family there, because you're probably looking at 5-10 feet away from the foot of their house and this alleyway. I don't see where it's going to benefit the lady when she already has access from Lexington Avenue."

6. Regular Agenda on April 8, 2024

A. Consideration of Resolution of Support for the DHS SAFER Grant for Three Full-Time Firefighters

Fire Chief Jason Myers advised that the Department of Homeland Security Staffing for Adequate Fire and Emergency Response (DHS SAFER) Grant required action at this meeting, because the deadline for the application would fall before the regular Council meeting.

He informed Council that based on the 2022 Census, Lexington has a population of 19,679. They were able to get an additional 18 fire fighters, totaling 73 personnel, using this SAFER Grant. (They opened up an additional station, which takes at least 12 people.)

For comparison to other similarly sized cities, Chief Myers explained:

Asheboro:	population: 27,482	f/t personnel, including admin.: 65
Kernersville:	population: 27,763	f/t personnel, including admin.: 78
Matthews:	population: 30,124	f/t personnel, including admin.: 83
Statesville:	population: 29,681	f/t personnel, including admin.: 83
Thomasville:	population: 27,399	f/t personnel, including admin.: 62

With the additional 3 firefighters from this grant, Thomasville would have 65 total full-time staff members.

He said, “We are the lowest out of all of those, but this will be a step in the right direction. The reason we’re only asking for 3 is because we want to be able to retain those at the end. We know that’s a big ask. Figuring in all their salaries, payroll taxes, and all fringe benefits (including COLAs and including any kind of steps in the process of the career ladder, such as 5% steps that they would get,) this total 3-year amount that we’re asking for would be \$596,172 that would be reimbursed to the City for those 3 positions for 3 years...With our long-term goal of getting a total of 6 more personnel (3 now and 3 later) to get that Rescue Company full, that will put us much closer to where we need to be.”

Mayor York asked how the City would be reimbursed. Finance Director Avant said, “We would request for reimbursement monthly or quarterly, based on payroll expenses. We would get reimbursed for 3 years, and then they’d be on our books.”

Chief Myers said this is the first time the TFD has applied for this grant.

Council Member Grimes asked if Kernersville, Asheboro, Statesville and Lexington have their own built-in rescue. Chief Myers said Lexington and Asheboro do not currently have that, but they are working on adding specialty teams.

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

The following items were put on the Consent Agenda by the Council members for consideration on April 15, 2024:

7. Consent Agenda – City Manager Brandt briefly explained each of these items:

- A. Consideration of Approval of Minutes – Briefing Meeting on March 11, 2024
- B. Consideration of Approval of Minutes – Council Meeting on March 18, 2024
- C. Consideration of Resolution of Support for 2024 NC Accessible Parks Grant Program
- D. Consideration of Budget Amendment 2024-P10-01
- E. Consideration of Water Plant Operator Trainee/Apprentice Training and Employment Agreement
- F. Consideration of Contract with NC Rural Water Association Apprentice Program
- G. Consideration of Approval of Amendments to Appendix A of the Thomasville Personnel Policy:
 - i. Water/Sewer Plant Trainee/Apprentice (to put training program in place)
 - ii. GIS Analyst (for positions requested on next year's budget)
 - iii. Underground Utility Locator (for positions requested on next year's budget)
 - iv. Deputy City Manager (Assistant City Manager's title change)
- H. Consideration of Revisions to Police Trainee Contract

The following items were put on the Regular Agenda by the Council members for consideration on April 15, 2024:

8. Regular Agenda

- A. Consideration of Restructuring and Reclassifying the following PD Positions:
 - i. Major to Police Officer 1
 - ii. Lieutenant (Community Liaison) to Captain of Support and Community Service Bureau
- B. Consideration of Approval of Contract with WithersRavenel for Sewer AIA Engineering Services in the Amount of \$400,000
- C. Consideration of Resolution Directing City Clerk to Investigate Sufficiency of Petition for Voluntary Annexation
- D. Consideration of Appointment of New City Council Member to Fill Unexpired Term of Ronald Bratton

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

10. Closed Session – Personnel and Attorney/Client

Council Member Thrift moved to go into closed session for Personnel. Council Member Shell seconded. *Motion unanimously approved 6 – 0.*

Council came back into open session. No action was taken in closed session. Council Member Grimes moved to add an item for Special Recognition from Council honoring Ronald Bratton's life and service at the Council Meeting on April 15, 2024. Council Member Hunt seconded. *Motion unanimously approved 6 – 0.*

Council Member Thrift advised that over the next week, each Council member would submit nominations to City Attorney Misti Whitman for a replacement Council member to fill the empty seat of Ron Bratton. They would then vote on this matter at the Council Meeting on April 15, 2024. He moved to add that item to the agenda. Council Member Johnson seconded. *Motion unanimously approved 6 – 0.*

11. Additional Items – N/A

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

Raleigh York, Jr., Mayor

Wendy S. Martin, City Clerk

MINUTES OF THE THOMASVILLE CITY COUNCIL MEETING ON MONDAY, APRIL 15, 2024 AT 6:00 PM AT 20 STADIUM DRIVE, THOMASVILLE, NC.

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

1. Call to Order – Mayor York called the meeting of the Thomasville City Council to order and welcomed everyone in attendance in person and online.

2. Additions and Deletions to the Agenda – Mayor York added 4.C. Mayor's Presentation

Council Member Thrift moved to approve the agenda as amended. Council Member Hunt seconded. Motion unanimously approved 6 – 0.

3. Public Forum

A. Michelle Ratliff spoke regarding the need for changes in the Noise Ordinance. Her comments in their entirety are available upon request from the City Clerk.

B. Madelyn Kunow spoke on behalf of the High Point Regional Association of Realtors. She is looking forward to working with the City Council.

4. Recognitions and Presentations

A. Recognition of the passing of Councilman Ronald "Ron" Solicitor Bratton - Mayor York presented a Resolution to the Bratton family.

Mayor York addressed Mrs. Bratton, saying, "We're going to miss him greatly...We thank you so much for sharing Ron with us the way you have for all of these years and for the sacrifices you and the family have made."

B. Proclamation: Public Health Month - Council Member Thrift presented this to Lillian Koontz, Davidson County Public Health Director.

Ms. Koontz said it's important to remember that "Your health is your wealth." She added, "May we all strive to serve our community in the same way that (Ron Bratton) did. I hope we're doing that for you all at the Public Health Department. We're going to miss Ron a lot. He was a great man and a good advocate."

C. Proclamation in Support of the 55th Annual Professional Municipal Clerk's Week: May 5 - 11, 2024 – Mayor Pro Tem Johnson presented this to Wendy Martin, City Clerk

5. Public Hearing: Consideration of Ordinance to Close the Alley on Clay Street

Planning Director Chuck George presented the facts to Council. He said the alley currently divides two parcels owned by Milton and Elizabeth Pina Pacheco and ends at the back side of Lolita Enterprise at 611 Lexington Avenue. He added, "The alleyway is 9' wide and 200' long and approximately 5' to 8' off the back side of Pena's

residence.” He also advised that he the owner of Lolita Enterprises contacted him in opposition to this closure.

Mayor York opened the public hearing.

No one came forward to speak in favor of this closure.

Tessie Postek and Keandra Hardaway both spoke against the Closure.

Ms. Postek spoke on behalf of Lolita Enterprises against the closure of the alleyway. She said, “It is an alleyway that has multiple uses, so different businesses have access.” She advised that Lolita Enterprises has plans for this alley in the future, so they need to maintain access to it. She added, “Closing it off would present multiple fire hazards for the building, and that, unfortunately, would put some of the surrounding businesses at risk, as well, to catch fire, per the limited access. We also would like to use it in the future for loading and unloading products for the building, as later we have plans for other tenants...If this were to rule in favor of the closure, I just want to point out that it would set an unfavorable precedent for other businesses (in similar circumstances).”

Ms. Hardaway lives down the street from this alley. Her kids play there, and she just wants to keep it safe for them.

Mayor York closed the hearing.

Council Member Grimes asked Ms. Postek for further clarification of the relevance of the Lolita Enterprises business being opposed the closure of the alley in a residential area.

Ms. Postek said Lolita Enterprises owns the building that’s right in front of the alleyway. They want access to get in and out, if they have a lot of people inside, in case of a fire. Also, other people in the neighborhood would lose their right to enjoy it.

Council Member Grimes said the alleyway is just a grassy area with trees.

Council Member Hunt asked Planning Director George if the alleyway was set up to be a delivery road.

Ms. Postek said it isn’t set up that way yet, “but we can fit a truck back there...It’s very difficult, but we have plans to clear the trees out, so we can fit a small truck back there.”

Planning Director George said, “Basically, there’s no alley actually built in this area. It’s right now just an open yard with some trees in the back. There’s a creek at the top of the map, where it ends at Lolita’s property. There is a creek between the two parcels... It’s an unopened alley, basically.” He said he believes it was designated as an alley back in the 1920’s.

Council Member Williams asked if the alley were closed, how would it be split up. Mr. George said since the Pachecos own the property on both sides, he would get the whole alley. It would be 50/50 if there were separate owners on either side.

City Manager Brandt pulled up the GIS map for Council's reference. Mr. George showed how the Pachecos owned the property on three sides of the alleyway.

Council Member Grimes moved to approve this Ordinance. Council Member Hunt seconded.

Council Member Johnson spoke in favor of listening to the people who came to speak against the alley closure. He said, "Personally, I don't feel like this is something we should be moving forward as a Council, because it would set a bad precedent for other folks who might want forward in this direction."

Council Member Hunt didn't see how the alley could benefit the business. He said, "They can build a road there. There's not room for one."

Council Member Williams showed on the GIS map that the alley didn't touch the property where Ms Hardaway lives.

Ms. Hardaway explained that the Pachecos wanted to build a fence that extended to her property. That, however, was within his rights as the property owner.

Ms. Postek added, "Also, whenever we purchased the property, part of the reason we purchased it was for that access, that open access in the back. And so, everyone who invests in real estate knows that when you have multiple areas of access to a property, your value is higher. And by losing access to that, even though it has trees and that may be it, by having something built there, that will diminish the value of my commercial property."

Motion approved 4 – 2, with Council Members Johnson and Williams voting against it.

6. Consent Agenda

Assistant City Manager Eddie Bowling spoke briefly about items A - D:

A. Consideration of Approval of Minutes – Briefing Meeting on March 11, 2024

B. Consideration of Approval of Minutes – Council Meeting on March 18, 2024

C. Consideration of Resolution of Support for 2024 NC Accessible Parks Grant Program Application.

Thomasville Parks and Recreation requested this Resolution in support of a program that would develop enhancements to the Central Recreation campus. Upgrades are focused on providing accessibility for the site, including ADA upgrades, ramps, play surfaces, new fencing, walkways, etc. There's a matching portion of 20% local / 80% state, up to \$500,000.

D. Consideration of Budget Amendment 2024-P10-01

This amendment appropriates additional funding to:

- cover all occupancy taxes, to be collected and paid to the Thomasville Tourism commission through the end of the fiscal year;
- \$23,973 of insurance proceeds is appropriated to the TPD for the purchase of a new Dodge Charger to replace a totaled Dodge Charger;
- \$87,500 of General Fund Contingency is appropriated to expected payroll and operational shortfalls in several departments at year end;
- \$20,000 of surplus swimming revenue is appropriated to cover the anticipated part-time salary deficit in the Recreation Department;
- \$35,000 of surplus interest revenue is appropriated to the Water/Sewer Fund to cover protected payroll deficits by year end;
- \$18,000 of contingency is appropriated to the Golf Course Fund to cover a projected deficit for electricity costs in the purchase of an automated golf ball dispenser at the driving range; and
- \$55,000 is transferred from the MIS Department to the Fire Department to fund flooring replacements at Station 22's interior bay and living quarters.

City Manager Michael Brandt spoke briefly about items E - H:

E. Consideration of Water Plant Operator Trainee/Apprentice Training and Employment Agreement

This is for approval of the contract that an apprentice would sign with the City to learn the water plant operations to prepare them to get their operator's license. "We've had significant issues hiring individuals in that field."

F. Consideration of Contract with NC Rural Water Association Apprentice Program

This is a contract for Thomasville to enter into the 2-year apprenticeship program.

G. Consideration of Approval of Amendments to Appendix A (which sets the grades and positions within the City) of the Thomasville Personnel Policy:

- i. Water/Sewer Plant Trainee/Apprentice (described above)
- ii. GIS Analyst (new position in the City that is built into the FY 2025 budget)
- iii. Underground Utility Locator (new position in the Maintenance/Construction Division)
- iv. Deputy City Manager (f/k/a Assistant City Manager - title change only)

H. Consideration of Revisions to Police Trainee Contract

This removes the ability to get a *pro rata* back to the individual, if they leave the program early. It also changes the value of that program from \$3,000 to \$5,000, which is in keeping with our other training programs that we've now established.

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

7. Regular Agenda

A. Consideration of Restructuring and Reclassifying the following PD Positions:

i. Major to Police Officer 1

Police Chief Dustin Carter asked Council to consider reclassifying this position (Grade 43 to Grade 27) to allow for reallocation of resources and to expand TPD's service deliveries, such as providing a future School Resource Officer at Thomasville elementary schools. It would lead to a reduction in the Department's administrative costs for salaries and benefits and would result in an increase in officer retention through job rotation opportunities.

ii. Lieutenant (Community Liaison) to Captain of Support and Community Service Bureau

Chief Carter (Grade 34 to Grade 37) asked Council to consider reclassifying this position to lead to the development of a third bureau in the TPD, which would lead to fewer levels of upper management, improve the communication throughout the Department, leading to quicker decision making and greater horizontal career paths and cross-utilization.

The new Captain of Support and Community Service Bureau would be responsible for managing the Department's Personnel and Training Division, Records and Communications Division, Animal Control Unit, Accreditation Unit, and the Community Resource Officer, which will replace the Department's Desk Officer position.

Council Member Thrift moved to approve the restructuring and reclassifying of these positions. Council Member Shell seconded. Motion unanimously approved 6 – 0.

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

City Manager Brandt said this was a grant that awarded by NC Dept. of Water Resources. The project consists of building an asset management plan for Thomasville's sewer system. This plan would include inventory of assets with completed GIS mapping, a condition assessment, a 10-year capital improvements plan, and lifecycle modeling for the sewer system.

Council Member Hunt moved to approve this contract. Council Member Thrift seconded.

Council Member Williams reminded everyone that the money came from a grant. She thanked City staff for getting that funding for the City.

Motion unanimously approved 6 – 0.

C. Consideration of Resolution Directing City Clerk to Investigate Sufficiency of Petition for Voluntary Annexation of “Emma’s Place”

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

D. Consideration of Appointment of New City Council Member to Fill Unexpired Term of Ronald Bratton

City Attorney Misti Whitman said she was fortunate to get to work with Ron Bratton, and she respected him tremendously. Unfortunately, the City must face the task of moving forward with filling the open Council seat so they can continue the work that he was so dedicated in doing. She had collected nominations from each of the Council Members. Scott Styers and Cheraton Love were nominated.

Council Member Thrift moved to appoint Scott Styers to fill the remainder of Ronald Bratton’s term. Council Member Hunt seconded.

Mayor *Pro Tem* Johnson said, “We are making the decision to replace such a pillar in our community. Not only was he a pillar to the Bratton family, but he was a pillar to many families in this community. So, we have a duty and an obligation to the voters of this community to make sure that we are appointing a person who represents our community. Right now, we are not doing that. Previously, when we had the opportunity to appoint when Council Woman Shepherd stepped down, we decided to move forward with Councilman Grimes. I respect Councilman Grimes for that. Councilman Bratton came in 2nd in 2021 with 1,105 (9.8% of the vote.) According to the Census in 2021, we have here 67% of our population is white, 15.8% is African American, 10.1% is Hispanic, and 4.6% are other nationalities. We have an obligation as a Council people to make sure that we are doing our job in electing a person who’s able to fill Councilman Bratton’s seat. I know it’s very hard, but we have that obligation to do right by the people and the voters of this City. I do not feel that is the right decision to move forward with Councilman Styers, as much as I respect his leadership that he has done for our City.”

Council Member Williams added, “I loved working with Ron. He was so wonderful. He made me laugh. He would sit up here and scat. And me and Ron would kind of get into it sometimes, but then afterwards, he would start scatting, and I could help but laugh about it, because he just found so much joy in everything that he did. That is probably the thing I’ll take away from him the most – is finding the joy. So, thank you for sharing him with us.

We lost Ron this year. Jeannette (Shepherd) also stepped away. So I feel like I agree with everything JacQuez just said. I'll say I had the privilege of being on the first Council that was a majority female. We lost a female. So, I think it makes sense from that point of view, too."

Motion to appoint Scott Styers was approved 4 – 2, with Council Members Johnson and Williams voting against the motion.

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

Mayor Pro Tem Johnson said, "Losing Councilman Bratton was an immense loss for our community. He was not just a colleague but a pillar to our community. His contributions to our City will be felt for generations to come. As the first African-American police chief in our City, Councilman Bratton blazed trails, shattered barriers, and left an undeniable mark on our community. His leadership and dedication and its unwavering commitment to justice have touched the lives of countless individuals, and his legacy will continue to inspire us all."

He added that he will be attending the Winston-Salem 2024 NC League of Municipalities City Vision conference. He said, "City Vision is a dynamic gathering of leaders and innovators from around the State coming together to shape the future of our cities. I am committed to staying informed about the latest developments, best practices and initiatives to solutions for urban development and governance. I'm excited to engage with fellow leaders from across the State to learn about some of their experiences and explore new opportunities for collaboration and partnership. I also look forward to sharing the knowledge and inspiration gained from City Vision with my colleagues upon my return. Thank you for your support, as together we shape the future of our great City."

Council Member Williams thanked the City's Streets crew for responding quickly and fixing a leak that she discovered. She said, "From what I understand, those guys stayed out there until 2 AM, until it was fixed, and I just really appreciate that. It cannot be an easy job. So, thank you for that responsiveness!"

She added, "I'm really grateful to have learned from Ron and to have been up here with him. I will carry the things that he taught me forever."

Council Member Grimes said, "Ron was a great person. I really am honored and appreciate the friendship that we developed when he came on Council and during the years since then that we've been serving together. I'm very honored and very appreciative of that friendship. He was a great guy. We shall all miss him." He congratulated Councilman Styers on being appointed and said he looks forward to working with him again.

Council Member Thrift said, "I got to know Ron when I was in high school and I was interning with the Mayor. I learned a lot of things from Ron over the years, and I was so excited to be able to serve on Council with him when I was elected. I learned

numerous things from him. One thing that was the clearest was that he loved Thomasville and cared about what happened here. It was truly an honor to serve with Ron on this Council.”

Council Member Hunt said, “I knew Ron for about 40 years. He used to come into my ex-mother-in-law’s restaurant and pick at me all the time. He was always the jokester, but an upstanding man. He always kept his word and led by example. I am privileged to have known him and to have served with him. The way he used to pick at me and try to get me to laugh during meetings...There was always something going on with him. I do appreciate (the Brattons) sharing him with us. He was a gem.”

Council Member Shell said, “Ron was my Council husband. Ron was a very good friend. I’ve known Ron forever. I learned a lot from Ron. He encouraged me when I ran for City Council and said ‘If you need anything, you call me.’”

Mayor York thanked the Bratton family for allowing him to speak at Ron’s service. It meant a lot to him, and Ron meant a lot to him. He said, “We were colleagues on Council. He was one of our department heads while I was on Council. We were fellow employees back in the 1970’s...me with the fire department and him with the police department when he came on. So, we’ve covered a lot of ground here in the City together, and we had a good friendship. He was always looking for the bright spot in whatever he would see. He would make something good out of the bad sometimes. It goes without saying that he was a man of courage. He displayed that down at Home Savings that day, and I remember that day well. So all the accolades have been well-deserved, and we will greatly miss him on our Council here.”

He also mentioned the loss of Dixie Fincannon. He said, “She possibly was the longest employee in the history of the City.” He told of how, when he came to work for the fire department in 1970, Dixie ran the switchboard at City Hall. He called her the “Voice of the City” because all the departments were on the same frequency, so they would hear her on the radio all day long. Dixie worked 55 years for the City. She grew up at the Mills Home and came to work for the City around the time that she graduated. He added, “It has been my wife’s and my privilege over the last few years to have dinner with Dixie on occasion at Rosa Mae’s... We’ll certainly miss Dixie, as well.”

City Manager Brandt said, “Ron was a very important man to the City, but he was also very important to the staff. He, obviously, came up through the police force, so he understood what the staff was faced with. Everytime we would talk about anything that had to do with the employees, he would always want to make sure that the staff was taken care of at all levels – not just the police department. He cared for everyone in the Organization. That, more than anything, impressed me all the time, because it forced me to come up with ideas that would reach down into the Organization. That made me a better manager and, hopefully, a better staff that we have, because of that. He was such a joy. I can’t say enough good things about him.”

City Attorney Whitman advised that she works in the infamous Home Savings building (where Ron was so heroic and saved a hostage years ago.) She said she often hears stories about that event, each time with a little different twist. Since becoming the City

Attorney, she and Ron would kid each other about various things. “I enjoyed Ron immensely, and I will miss him terribly. Thank you for sharing him with all of us.”

She also spoke regarding City Clerk Wendy Martin, saying, “Our clerk is hands-down the most amazing city clerk there is out there. She does a phenomenal job and takes care of all of us and is always smiling and always happy and never argues when you send her something in the last two minutes of the day and say, “Can you do this?” She just does it and always does it amazingly. So, if you haven’t had the opportunity to work with other clerks, you may not realize how fortunate you are, but she is absolutely amazing. So, thank you for what you do.”

Deputy City Manager Eddie Bowling informed everyone that there was a controlled burn in the Southmont area, so they may see smoke. He advised that anyone with sensitivities to smoke take the necessary precautions.

He added that while he was Fire Chief, he had the opportunity to work with Ron Bratton. He said with all joking aside, Ron “always supported us and supported our employees and made sure that they were very well taken care of.”

DCM Bowling also had the opportunity to work with Dixie Fincannon. She taught him and all other City staff to pay attention to details and do what they were supposed to do regarding purchase orders and other paperwork that they turned in to her, and he was thankful for that.

He said, “It’s been a great opportunity to serve with both of those members.”

9. Additional Items – N/A.

10. Adjournment – Council Member Thrift moved to adjourn. Council Member Johnson seconded. Motion unanimously approved 6 – 0.

Raleigh York, Jr., Mayor

Wendy S. Martin, City Clerk

Agenda Item Cover Sheet

Admin. Use Only:

Committee Name

Personnel/Finance

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Committee Date
And Agenda #

5.7.24

PF3

Item Name:

Consideration of NC GHSP Local Governmental Grant Resolution for Traffic Safety Funding & Agreement of Conditions

Description of Item:

See Above

Back-Up Materials:

Resolution of Support; NC GHSP Agreement of Conditions.

Council Action Requested:

Approve Resolution for NC GHSP Traffic Safety Funding and Agreement of Conditions

Requested By:

Chief Carter

Department:

TPD

**North Carolina Governor's Highway Safety Program
Agreement of Conditions**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
 - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
 - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
 - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
 - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
 - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
 - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
 - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
 - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
 - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
 - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
 - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
 - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
 - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
 - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
 - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
 - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
 - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
 - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

14. Out-of-State Travel.

- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

15. Conditions for Law Enforcement. In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) **Certifications Required.**

- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.

- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. Conditions for Local Governmental Agencies.

- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

17. Seat Belt Policy and Use. Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

18. Text Messaging Policy. Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

19. Prohibited Interests. No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

20. Continued Federal and State Funding.

- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

- (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.
21. **Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
22. **Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
23. **Department Held Harmless.**
- (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
24. **Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
25. **Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
26. **Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

- (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.

27. Completion Date. Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

28. E-Verify requirements. If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

29. Certification of Eligibility Under the Iran Divestment Act. Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

30. Agency Fiscal Year. The end date for the Agency's fiscal year is June 30.

31. Signature. By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME <i>Tony Burgess</i>	TITLE <i>Sergeant</i>	ADDRESS <i>250 W. Main St. Thomasville, NC 27360</i>
SIGNATURE <i>Tony Burgess</i>	DATE 04/30/2024	TELEPHONE NUMBER <i>(336) 475-4205</i>
AGENCY AUTHORIZING OFFICIAL		
NAME <i>Dustin Carter</i>	TITLE <i>Chief of Police</i>	ADDRESS <i>250 W. Main St. Thomasville, NC 27360</i>
SIGNATURE <i>Dustin Carter</i>	DATE <i>04/30/2024</i>	TELEPHONE NUMBER <i>(336) 475-4274</i>
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME <i>Michael Brandt</i>	TITLE <i>City Manager</i>	ADDRESS <i>10 Salem St. Thomasville, NC 27360</i>
SIGNATURE <i>Michael Brandt</i>	DATE 4/30/2024	TELEPHONE NUMBER <i>(336) 475-5599</i>

North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the _____ (herein called the
"Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that _____
(The Governing Body of the Agency)

_____ (herein called the "Governing Body") has thoroughly considered the problem
identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE _____ IN OPEN
(Governing Body)

MEETING ASSEMBLED IN THE CITY OF _____, NORTH CAROLINA,

THIS _____ DAY OF _____, 20 _____, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That _____ is authorized to file, on behalf of the Governing
(Name and Title of Representative)
Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal
funding in the amount of \$ _____ to be made to the Governing Body to assist in defraying
(Federal Dollar Request)
the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ _____ as
(Local Cash Appropriation)
required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other
appropriate persons to furnish such information, data, documents and reports as required by the contract, if
approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by _____
(Chairperson/Mayor)

ATTESTED BY _____
(Clerk)

SEAL

DATE _____

Agenda Item Cover Sheet

Admin. Use Only:

Committee Name

Personnel/Finance

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**Committee Date
And Agenda #**

5.7.24

PF4

Item Name:

Discussion of Discontinuation Public Information Channel 13 Cable Service

Description of Item:

Staff is proposing that Council consider discontinuation of Channel 13 services due to the low viewership, alternative methods of communication, and cost of providing the service.

Back-Up Materials:

Memo

Council Action Requested:

No Action Required

Requested By:

E. Bowling/J. Trogon

Department:

MIS

04.30.2024

Memo

To
The City of Thomasville
Council

From
Justin Trogdon

CC
Eddie Bowling

Re
Channel 13

Comments:

I would like to request The City of Thomasville disconnect Channel 13.

In order for the customer to receive channel 13, a minimum service plan of \$77.69 plus tax if they do not subscribe to Internet service. The other option cost approx. \$39.99 plus tax but the customer has to subscribe to internet service, which is without introductory rates start at \$59.99 plus approx. \$107 installation for new service, plus \$7 per month for wireless router, in addition to the \$39.99 plus tax for 12 months of TV. Television customers must now choose Channel 13 as one of their channels to receive with the subscription.

Channel 13 cost The City of Thomasville for the next 5 years approx. \$20,345 per year, which does not include staff time.

The initial cost for build out (to move from one location to the other and put in the necessary fiber connections) at 20 Stadium Dr. is approx. \$3k, an install fee of \$250.

In order to provide live events to Channel 13, Thomasville is required to have a dedicated point-to-point fiber circuit (where one piece of fiber goes from 20 Stadium Dr. to Spectrum location) monthly cost approx. \$750 per month on going.

The CASTUS server (produces the feed) cost \$3695.00 for server support per year

The server and equipment was last updated in March of 2017 and will required new servers and equipment in order to upgrade applications. Approx. \$35k for about a typical 5 year span depending on technology changes. A cost of approx. \$7k per year

On average it cost MIS approx. 3 hrs. Per month for monthly events and approx... 4 > hours for big events in May, June, and December, which has never been factored into the cost of channel 13.

The site re-hosting project that began March 2023 has been delayed until July 2024 as of now.

There are potential concerns that Channel 13 will be required to implement Closed Captioning. Once required this potential increase could look like \$3999 for a block of 500 hours annually or a one-time "set and forget" server for \$69,995. Just like with any server, this will most likely be

The City of Thomasville

Tel 336.475.5535

250 West Main St.
Thomasville NC, 27360

Thomasville-nc.gov
Justin.trogdon@thomasville-nc.gov



based on a 5 to 7 year replacement schedule. Did not include these numbers with the yearly cost because we do not currently subscribe to this.

There has been calls of concern to MIS about channel 13. It seems to be the same few handful of people calling, or someone that was asked to call by one of the handful of people, so it does not seem like the majority of citizen miss that channel or even get the channel any longer.

MIS stills provide the old service that Channel 13 once did as a way to provide information to the citizens. The Internet has enabled the use of social media and other media content outlets. MIS continues to stream live events, such as council meetings, parades, other government and school events associated with Thomasville, as well as prerecorded content that is be handed in. The media outlets are located on our home webpage that include social media (Facebook) and Thomasville's Video on Demand (VoD) by CASTUS. With the increasing ability to reach out customer in other ways, I do not recommend continuing Channel 13 for such little viewership. We could host to other streaming devices like Roku \$3k, Firestick \$3K, mobile app \$2499 annually.

Thomasville receives approx. \$6,410.26 per quarter that goes into the general fund. Approx. \$25,641.04 yearly

Thank you,

Justin T Trogdon



Channel 13 Consumer Cost to subscribe		
Television Plan	\$77.69 plus tax	
Internet / TV	\$99.98 plus tax	
Customer must choose channel 13 as one of their choices		
Channel 13 Cost to City of Thomasville		
Initial Costs to build out	\$3,250	
Dedicated point to point fiber circuit	\$9,000	Annually
Castus Server Support	\$3,695.00	Annually
Server and Equipment	\$7,000	Annually
Staff Time	\$2,000	Annually
Closed Captioning, if required	\$3,999.00	Block of 500 hours
	\$28,944	Annually
General Fund Receipt for Channel 13	\$25,641.04	Annually
	\$3,302.96	Net expense

**NOTICE OF SPECIAL CALLED MEETING OF THE THOMASVILLE CITY COUNCIL
FOR THE PURPOSE OF A HEARING FOR PUBLIC COMMENTS
REGARDING THE PROPOSED FY 2024/2025 BUDGET**

June 3, 2024 at 6:00 PM

Thomasville Aquatic and Community Center, 20 Stadium Drive, Thomasville, NC

The City of Thomasville's proposed Annual Budget for fiscal year beginning July 1, 2024 was presented to the City Council on May 20, 2024 and is available for public inspection in the office of the City Clerk, 10 Salem Street, Thomasville, North Carolina.

A public hearing will be held at 6:00 P.M. on June 3, 2024 in the Council Chambers at the Thomasville Aquatic and Community Center at 20 Stadium Drive, Thomasville, North Carolina. At that time, persons who wish to be heard regarding the budget may speak.

The meeting facilities of the City of Thomasville are accessible to people with disabilities. The City provides the opportunity to request auxiliary aids and services in advance. If you need special accommodations, please contact City Clerk Wendy Martin at (336) 475-4214.

This the 21st day of May, 2024.

Wendy S. Martin, Thomasville City Clerk

Agenda Item Cover Sheet

Admin. Use Only:

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Committee Name

Personnel/Finance

Committee Date
And Agenda #

5.7.24

PF6

Item Name:

Consideration of Resolution to Call for Public Hearing regarding Petition for Annexation of "Emma's Place" at the June 17, 2024 Council meeting at 20 Stadium Drive, Thomasville, NC.

Description of Item:

Request by developer to annex a ~12 acre tract for residential development located along E. Hunting Ridge Road and NC 109.

Back-Up Materials:

Department Managers have provided a review of the the potential affect of this annexation on their department's provision of services to the new development for your consideration.

Council Action Requested:

Consideration of Resolution to Call for Public Hearing regarding Petition for Annexation of "Emma's Place" at the June 17, 2024 Council meeting at 20 Stadium Drive, Thomasville, NC.

Requested By:

W. Martin

Department:

Administration

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF
ANNEXATION PURSUANT TO G.S. 160A-31 AS AMENDED**

WHEREAS, a Petition requesting annexation of the area described herein has been received; and

WHEREAS, the Thomasville City Council has, by Resolution, directed the City Clerk to investigate the sufficiency thereof; and

WHEREAS, certification by the City Clerk as to the sufficiency of said petition has been made.

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

Section 1. That a public hearing on the question of annexation of the contiguous area described herein will be held at 6:00 PM on the 17th day of June, 2024 at 20 Stadium Drive, Thomasville, North Carolina.

Section 2. The area proposed for annexation is described as follows:

BEGINNING AT A 2½" EXISTING IRON PIPE IN THE SOUTHERN RIGHT OF WAY OF LAKE ROAD, SAID PIPE WITH THE NORTH CAROLINA GRID COORDINATES N: 768,120.59, E: 1,672,222 .18 AND SAID PIPE BEING A COMMON CORNER WITH THE G&S HOSPITALITY INC PROPERTY; THENCE WITH THE G&S HOSPITALITY PROPERTY S 86°58'06" E FOR A DISTANCE OF 322.99 FEET TO AN EXISTING CONCRETE MONUMENT, SAID MONUMENT BEING A COMMON CORNER WITH THE HCP DG LLC KAR TRUST DG LLC PROPERTY; THENCE WITH THE AFOREMENTIONED PROPERTY S 04°30'11" W FOR A DISTANCE OF 151.26 FEET TO A POINT; THENCE S 04°30'11" W FOR A DISTANCE OF 87.66 FEET TO A ¾" EXISTING IRON REBAR, SAID REBAR BEING IN THE NORTHERN MARGIN OF INTERSTATE 85; THENCE WITH THE RIGHT OF WAY OF INTERSTATE 85 S 64°41'23"W FOR A DISTANCE OF 22.63 FEET TO A ¾" EXISTING IRON REBAR; THENCE S 64° 45' 19" W FOR A DISTANCE OF 93.16 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE S 65°59'02" W FOR A DISTANCE OF 192.72 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1547.73 FEET AND A CHORD BEARING OF S 70°12'53" W FOR A DISTANCE OF 94.32 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE S 74°44'42" W FOR A DISTANCE OF 370.93 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE S 73°40'26" W FOR A DISTANCE OF 879.05 TO AN EXISTING CONCRETE MONUMENT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23068.23 FEET AND A CHORD BEARING OF S 70°46'50" W FOR A DISTANCE OF 1436.56 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE S 67°38'47" W FOR A DISTANCE OF 365.89 FEET TO A ¾" EXISTING IRON PIPE, SAID PIPE BEING

A COMMON CORNER WITH THE BRENDA H. WATERHOUSE PROPERTY; THENCE WITH THE WATERHOUSE PROPERTY N 37°55'52" W FOR A DISTANCE OF 345.40 FEET TO AN EXISTING RED OAK; THENCE N 15° 26' 58" W FOR A DISTANCE OF 78.71 FEET TO AN EXISTING CONCRETE MONUMENT, SAID MONUMENT BEING A COMMON CORNER WITH THE JERRY J. & MARTHA B. DOBY PROPERTY; THENCE WITH THE DOBY PROPERTY N 39° 14' 46" E FOR A DISTANCE OF 1321.18 FEET TO A DECAYED STUMP; THENCE N 51 °56' 22" W FOR A DISTANCE OF 473.58 FEET TO A POINT, SAID POINT IN THE CENTERLINE OF LAKE ROAD; THENCE WITH THE CENTERLINE OF LAKE ROAD S 64°28'27" E FOR A DISTANCE OF 179.12 FEET TO A POINT; THENCE S 65°16'47" E FOR A DISTANCE OF 103.60 FEET TO A POINT; THENCE S 66°24'24" E FOR A DISTANCE OF 38.91 FEET TO A POINT; THENCE S 72°09'31" E FOR A DISTANCE OF 147.03 FEET TO A POINT; THENCE S 80°21'01" E FOR A DISTANCE OF 98.25 FEET TO A POINT; THENCE S 81 °32'57" E FOR A DISTANCE OF 1080.10 FEET TO A POINT; THENCE LEAVING THE CENTERLINE OF LAKE ROAD S 07°29'18" W FOR A DISTANCE OF 25.64 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE S 15° 49' 13" W FOR A DISTANCE OF 36.34 FEET TO AN EXISTING CONCRETE MONUMENT, SAID MONUMENT BEING IN THE SOUTHERN RIGHT OF WAY OF LAKE ROAD; THENCE WITH THE RIGHT OF WAY OF LAKE ROAD S 81°58'24" E FOR A DISTANCE OF 200.08 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1492.39 FEET AND A CHORD BEARING OF N 84°20'40" E FOR A DISTANCE OF 728.82 FEET TO A POINT; THENCE N 70°12'40" E FOR A DISTANCE OF 239.83 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 54.59 ACRES MORE OR LESS.

Section 3. Notice of said public hearing shall be published in the High Point Enterprise, a newspaper having a general circulation in the City of Thomasville, at least ten (10) days prior to the date of said public hearing.

Adopted this 20th day of May, 2024.

Raleigh York, Jr.
Mayor

ATTEST:

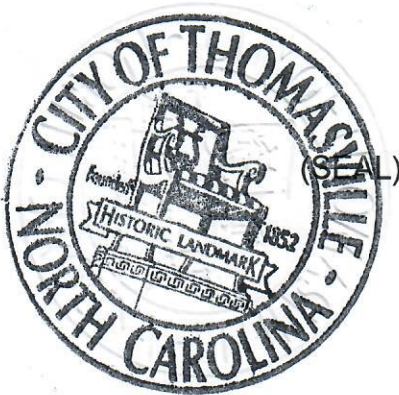
Wendy S. Martin
City Clerk


CERTIFICATE OF SUFFICIENCY

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Thomasville, this 26th day of April, 2024.




Wendy S. Martin
City Clerk

From: Carter, Dustin <Dustin.Carter@thomasville-nc.gov>

Sent: Thursday, April 25, 2024 4:23 PM

To: Martin, Wendy <Wendy.Martin@thomasville-nc.gov>; George, Chuck W. <Chuck.George@thomasville-nc.gov>; Brandt, Michael <Michael.Brandt@thomasville-nc.gov>; Avant, Thomas <Thomas.Avant@thomasville-nc.gov>; Bowling, Eddie <Eddie.Bowling@thomasville-nc.gov>; Trogon, Justin <justin.trogon@thomasville-nc.gov>; Quick, Alisa T. <Alisa.Quick@thomasville-nc.gov>

Subject: Re: Sufficiency re: Voluntary Annexation Petition - Emma's Place

Wendy,

In regards to the proposed voluntary annexation of Hunting Ridge, I have provided some information below related to your investigation:

1). A search of Computer Aided Dispatch (CAD) between May 7, 2023 to April 24, 2024 data showed 9 calls for Law Enforcement service for the Hunting Ridge area. Of these calls, most were lower priority calls-for-service with animal calls being the most prevalent followed by property checks. See chart below:

CallID	When Reported	Typ	Nature	P	Location	Cty
23-089897	20:08:57 05/07/23	I	TRAFFIC STOP	0	S NC HWY 109 & E HUNTING RIDGE DR	THA
23-091436	02:23:47 05/11/23	I	TRAFFIC STOP	0	S NC HWY 109 & E HUNTING RIDGE DR	THA
23-097416	16:07:39 05/23/23	I	ANIMAL	5	356 W HUNTING RIDGE DR	THA
23-098937	18:22:34 05/26/23	e	FALL/A	1	523 W HUNTING RIDGE DR	THA
23-099429	01:05:00 05/28/23	I	TRAFFIC STOP	0	S NC HWY 109 & E HUNTING RIDGE DR	THA
23-112280	05:43:21 06/25/23	I	WELFARE	1	S NC HWY 109 & E HUNTING RIDGE DR	THA
23-114485	13:35:25 06/29/23	I	ASSAULT/PAST	2	523 W HUNTING RIDGE DR	THA
23-115407	02:28:26 07/01/23	I	PUBLIC SERVICE	5	490 W HUNTING RIDGE DR	THA
23-128478	03:46:57 07/29/23	I	PROP/CHECK	4	535 W HUNTING RIDGE DR	THA
23-129225	21:12:59 07/30/23	I	PROP/CHECK	4	535 W HUNTING RIDGE DR	THA
23-130506	18:34:12 08/02/23	I	PROP/CHECK	4	523 W HUNTING RIDGE DR	THA
23-132506	15:35:31 08/07/23	I	ABAND VEH	5	E HUNTING RIDGE DR & S NC HWY 109	THA
23-134578	03:32:15 08/12/23	I	RES BURG ALARM	1	523 W HUNTING RIDGE DR	THA
23-143311	08:14:33 08/31/23	I	ANIMAL	5	E HUNTING RIDGE DR & S NC HWY 109	THA
23-166225	02:13:39 10/25/23	I	TRAFFIC STOP	0	E HUNTING RIDGE DR & CODY DR	THA
23-171165	00:19:20 11/05/23	i	911M	2	194 E HUNTING RIDGE DR	THA
24-002826	08:32:25 01/08/24	I	ANIMAL	5	222 E HUNTING RIDGE DR	THA
24-029459	00:43:59 03/10/24	I	TRAFFIC STOP	0	E HUNTING RIDGE DR & S NC HWY 109	THA
24-029696	16:32:38 03/10/24	lfe	MVA/INJ/B	1	S NC HWY 109 & E HUNTING RIDGE DR	THA
24-038938	10:39:25 04/01/24	I	ANIMAL	5	194 E HUNTING RIDGE DR	THA
24-039382	10:59:31 04/02/24	I	INVESTIGATE	5	200 E HUNTING RIDGE DR	
24-049461	12:24:18 04/25/24	I	C AND R	2	S NC HWY 109 & E HUNTING RIDGE DR	THA

1.

2). Based on this data, the department could certainly forecast similar calls-for-service in this area. The department could anticipate a slight increase in calls-for-service in this area related to animals and city ordinance violations due to a portion of this neighborhood being in the county vs. the area proposed for voluntary annexation.

3). The department could also forecast longer response times due to the increase of the geographical area for the zone officer. This could potentially have an impact on higher priority calls-for-service where the longer response times could result in a increased likelihood of injuries occurring for the victim. For example, research suggests that a 10% increase in response times (typically two minutes longer) increases the probability of injury by 1%. However; a review of the CAD

data only indicated one reported assault call that appeared to have occurred in the past but still required a law enforcement response.

4). The only concern for the PD at this point would be the potential for increased animal calls-for-service, increase in requested property checks, and longer response times. However; I do not believe this voluntary annexation would require additional requests for personnel to provide service for this area.

Sincerely,

Dustin Carter
Chief of Police

From: Myers, Jason <Jason.Myers@thomasville-nc.gov>

Sent: Friday, April 19, 2024 2:42 PM

To: Poole, Daryl <Daryl.Poole@thomasville-nc.gov>; Huffman, Morgan <Morgan.Huffman@thomasville-nc.gov>; Martin, Wendy <Wendy.Martin@thomasville-nc.gov>; CoT Department Managers <DepartmentManagers@thomasville-nc.gov>

Subject: Re: Sufficiency re: Voluntary Annexation Petition - Emma's Place

Wendy,

From the fire department point of view, the annexation of this area would pose very little burden to our department. As Daryl mentioned, it appears this subdivision is contiguous to the city limits. Our apparatus already responds to Commercial Park Dr. and to the Fair Grove Box Site and this property butts up to it. It appears we would become responsible for one to two hydrants that already exist. From Station 22 to the cul-de-sac of this subdivision is approximately 2 miles.

This was brought to my attention while Chief Carter was doing his own research of the PD.

This is a copied excerpt from the UNC School of Government Textbook:

"Contracts with Fire Departments

If an area being annexed under the involuntary procedure is served by a volunteer fire department, the annexing city must make a good-faith effort to negotiate a contract with the fire department for the latter to continue to provide fire protection in the annexation area for five years. The statute defines what constitutes a good-faith effort and permits the fire department, if its officials think it has not received a good-faith offer, to appeal the matter to the state's Local Government Commission.²⁶ If the commission agrees with the fire department, it must delay the annexation until the city makes the necessary offer. If a city annexes property under the voluntary procedures, however, or if the annexation is effected by legislative act, there is no statutory requirement to contract with a volunteer fire department.

Fire Department Debt

If a city has annexed territory under any of the statutory procedures, voluntary or involuntary, and has not contracted with a volunteer fire department, or if it has contracted with a volunteer fire department and the contract has expired, the city may be responsible for a portion of the outstanding indebtedness of the volunteer department.²⁷ The city's responsibility extends to any fire department debt that existed when the city began the annexation proceeding. The city's share of the debt repayment obligation is determined by the assessed valuation of the area annexed and served by the fire department in relation to the assessed valuation of the total area served by the fire department. Thus, if the city's annexation area represents 5 percent of the valuation of the fire district served by the fire department, the city must pay 5 percent of the department's debt obligation. This requirement does not apply to legislative annexations."

End of quote.

I am going to need to conduct some more research on this topic. However, the PRELIMINARY numbers are as follows.

The tax value for this piece of property as it currently sits is \$108,550

The 2023 property tax bill on this property is \$694.72

Fair Grove currently operates on an approximate budget of \$1.2 million annually.

The best I can calculate, the current property tax income would calculate to be less than one-tenth of one percent of Fair Grove's overall tax income. If this is all correct, the amount owed to Fair Grove would be a miniscule amount but would may still be some documentation that would have to occur.

Speaking for our department, we have no reservations about this area being encompassed into the City.

Sincerely,

Jason D. Myers | Fire Chief

P 336-475-5524 | F 336-475-5562

[City of Thomasville](#)

712 E. Main Street, Thomasville, NC 27360

P.O. Box 368, Thomasville, NC 27361-0368



From: Poole, Daryl <Daryl.Poole@thomasville-nc.gov>

Sent: Thursday, April 18, 2024 1:32 PM

To: Huffman, Morgan <Morgan.Huffman@thomasville-nc.gov>; Martin, Wendy <Wendy.Martin@thomasville-nc.gov>; CoT Department Managers <DepartmentManagers@thomasville-nc.gov>

Subject: Re: Sufficiency re: Voluntary Annexation Petition - Emma's Place

Wendy,

If I am seeing this map correctly, this tract is contiguous with the city limits line in the very back corner. Rolling services from day one which include Sanitation Services and Streets, would have to travel approximately 2.5 one miles one way from where our service stops now, to serve this one cul de sac street. This would be multiple trucks per week for sanitation services, along with street services vehicles for regular inspections and Maintenance, and ROW maintenance along this street.

In my opinion, the cost of services mentioned above far outweigh short term or long-term benefits to annexing this area. Not to mention from a Public Safety standpoint for our emergency responders and communications officers. This tends to be very confusing when calls for emergency services come in, as to whether the caller is in city or the county. We do have a similar situation now with Millstone Manor, where the majority of the neighborhood is in the city limits and a few lots are still county.

Daryl Poole | Public Works Director

P 336-475-4239 | F 336-475-5546

[City of Thomasville](#)

525 Turner Street, Thomasville, NC 27360

P.O. Box 368, Thomasville, NC 27361-0368



From: Poole, Daryl <Daryl.Poole@thomasville-nc.gov>

Sent: Thursday, April 18, 2024 5:16 PM

To: Martin, Wendy <Wendy.Martin@thomasville-nc.gov>

Subject: Re: Sufficiency re: Voluntary Annexation Petition - Emma's Place

Sorry, the last line of my response where it touches on emergency services, also should say it has created and still creates confusion in Millstone Manor when people call for services rather it be public works or other services.

Don't know if that is worth adding or what I said paints a clear enough picture

Daryl

From: Huffman, Morgan <Morgan.Huffman@thomasville-nc.gov>
Sent: Thursday, April 18, 2024 11:50 AM
To: Martin, Wendy <Wendy.Martin@thomasville-nc.gov>; CoT Department Managers <DepartmentManagers@thomasville-nc.gov>
Subject: Re: Sufficiency re: Voluntary Annexation Petition - Emma's Place

Wendy,

There is currently existing sanitary sewer capacity to accept flow from what I understand to be a plan of ~24 residential structures. Financially, it is more beneficial to the utility for the development to remain outside of city limits, especially if the sewer infrastructure added in the development is to be publicly maintained by the city rather than privately maintained under and HOA.

Hope this is helpful,

Morgan Huffman | Public Utilities Director
P 336-475-4220
[City of Thomasville](#)
10 Salem Street Thomasville, NC 27360
PO Box 368 Thomasville, NC 27361

Pursuant to North Carolina General Statutes, Chapter 132, Public Records, this e-mail and any attachments, as well as any e-mail messages(s) that may be sent in response to it, may be considered public records and therefore are subject to public records requests for review and copying.

Re: Sufficiency re: Voluntary Annexation Petition - Emma's Place

Tobin, Cory <Cory.Tobin@thomasville-nc.gov>
Fri 4/19/2024 2:55 PM
To: Martin, Wendy Wendy.Martin@thomasville-nc.gov

Wendy,

From a P&R stand point I see no reason not allow this annexation. It will add more residents to our southern city limits but our master plan has identified needed park expansion towards this area already.

Thank you and have a great weekend!

Cory Tobin, CPRP | Parks and Recreation Director
O 336-475-4281 | M 336-689-5358
[City of Thomasville](#)
1 E. Main Street, Thomasville, NC 27360
P.O. Box 71, Thomasville, NC 27361-0368

"Our Mission is to provide quality recreational opportunities to better our community through people, parks and programs."

From: Avant, Thomas <Thomas.Avant@thomasville-nc.gov>
Sent: Wednesday, April 24, 2024 12:12 PM
To: George, Chuck W. <Chuck.George@thomasville-nc.gov>; Martin, Wendy <Wendy.Martin@thomasville-nc.gov>
Cc: Krpejs, Eric <Eric.Krpejs@thomasville-nc.gov>; Brandt, Michael <Michael.Brandt@thomasville-nc.gov>; Bowling, Eddie <Eddie.Bowling@thomasville-nc.gov>
Subject: Re: Sufficiency re: Voluntary Annexation Petition - Emma's Place

Thanks, Chuck.

Figures, revised, yet again, are included below.

From: George, Chuck W. <Chuck.George@thomasville-nc.gov>
Sent: Wednesday, April 24, 2024 9:36 AM
To: Avant, Thomas <Thomas.Avant@thomasville-nc.gov>; Martin, Wendy <Wendy.Martin@thomasville-nc.gov>
Cc: Krpejs, Eric <Eric.Krpejs@thomasville-nc.gov>; Brandt, Michael <Michael.Brandt@thomasville-nc.gov>; Bowling, Eddie <Eddie.Bowling@thomasville-nc.gov>
Subject: Re: Sufficiency re: Voluntary Annexation Petition - Emma's Place

Thomas,

The error in my email was that it was 12 units, but it's 24 units. It is 12 acres with 2 dwelling units per acre.

My apology,

Chuck George, CZO | Planning & Zoning Administrator
P 336-475-4255 | F 336-4754258
[City of Thomasville](#)

10 Salem Street, Thomasville, NC 27360
P.O. Box 368, Thomasville, NC 27361-0368

From: Avant, Thomas <Thomas.Avant@thomasville-nc.gov>
Sent: Wednesday, April 24, 2024 9:06 AM
To: Martin, Wendy <Wendy.Martin@thomasville-nc.gov>
Cc: Krpejs, Eric <Eric.Krpejs@thomasville-nc.gov>; Brandt, Michael <Michael.Brandt@thomasville-nc.gov>; Bowling, Eddie <Eddie.Bowling@thomasville-nc.gov>; George, Chuck W. <Chuck.George@thomasville-nc.gov>
Subject: Re: Sufficiency re: Voluntary Annexation Petition - Emma's Place

Based on the attached information from Chuck, I've revised the worksheet based on 12 units and a total average value of \$375,000. The revised totals are in red below.

From: Avant, Thomas <Thomas.Avant@thomasville-nc.gov>
Sent: Wednesday, April 24, 2024 9:06 AM
To: Martin, Wendy <Wendy.Martin@thomasville-nc.gov>
Cc: Krpejs, Eric <Eric.Krpejs@thomasville-nc.gov>; Brandt, Michael <Michael.Brandt@thomasville-nc.gov>; Bowling,

Eddie <Eddie.Bowling@thomasville-nc.gov>; George, Chuck W. <Chuck.George@thomasville-nc.gov>

Subject: Re: Sufficiency re: Voluntary Annexation Petition - Emma's Place

Based on the attached information from Chuck, I've revised the worksheet based on 12 units and a total average value of \$375,000. The revised totals are in red below.

From: Avant, Thomas <Thomas.Avant@thomasville-nc.gov>

Sent: Wednesday, April 24, 2024 8:39 AM

To: Martin, Wendy <Wendy.Martin@thomasville-nc.gov>

Cc: Krpejs, Eric <Eric.Krpejs@thomasville-nc.gov>; Brandt, Michael <Michael.Brandt@thomasville-nc.gov>; Bowling, Eddie <Eddie.Bowling@thomasville-nc.gov>

Subject: Re: Sufficiency re: Voluntary Annexation Petition - Emma's Place

Hi Wendy et al,

Based on the information I received from Chuck - on potential number of residential units (24) and average home valuation (\$325,000) - and Morgan - on utility usage (Davidson Water; only city sewer service would be provided) - I've attached the analysis showing an annual net loss of ~~\$317,973~~ ~~\$343,877~~ **\$310,533** if annexed.

The cost estimate assumes solid waste equipment (cost of garbage truck) and payroll costs (1 crew) to serve the area and the loss on outside city sewer fees if annexed. While the solid waste costs may be overstated, this is the best estimate Finance can provide at this time. If we did not consider the solid waste overhead and equipment costs, there would be a slight gain of ~~\$59,248~~ ~~\$33,344~~ **\$66,688** (tax revenue less cost differential of inside/outside sewer). Since this is such a small annexation, it may be best to not consider the solid waste costs. I'll defer to Michael on that.

□

Row 28 shows both totals.

Thanks.

Thomas,

The developer came by the office yesterday and stated that home prices will range from 350,000 to 400,000. Plan to construct 12 dwelling units. I want to be sure we give a fair tax assessment.

Thank you,

Chuck George, CZO | Planning & Zoning Administrator

P 336-475-4255 | F 336-4754258

[City of Thomasville](#)

10 Salem Street, Thomasville, NC 27360

P.O. Box 368, Thomasville, NC 27361-0368

City of Thomasville
Annexation Proposal

Income

Property Tax Revenue

Valuation on 24 residential units	\$375,000	24	9,000,000	0.62	\$55,800
-----------------------------------	-----------	----	-----------	------	----------

Sales Tax	\$8,964,548	27,399	327.19	72	\$23,557
Utility Franchise Tax	\$1,835,000	27,399	66.97	72	\$4,822
Solid Waste Disposal Fee		24	7.25		\$2,088

Total Revenue \$86,267

Expense

Solid Waste - 1 Crew	\$	35,583.00	1	\$ 35,583.00	1.0765	\$ 38,305.10
	\$	29,180.00	2	\$ 58,360.00	1.0765	\$ 62,824.54
						\$ 101,129.64
					1.1291	\$ 114,185.48
						\$ 9,345.00
					3	\$ 28,035.00
						\$ 142,220.48

Garbage Truck \$ 235,000.00

Total Expenses \$ 377,220.48

Gain/(Loss) if annexed \$ (290,953.07)
Water/Sewer fees lost if annexed \$19,580
Net Gain/(Loss) if annexed \$ (310,532.75) Annually

\$66,688 If not considering cost of garbage truck and crew;
doesn't account for any public safety costs (PD and FD) or public service costs (Streets or Sanitation)

Water Availability Fees					
Inside	24	10.26	12	\$2,955	
Outside	24	23.1	12	\$6,653	
		Difference		\$3,698	
Sewer Availability Fees					
Inside	24	20.94	12	\$6,031	
Outside	24	47.12	12	\$13,571	
		Difference		\$7,540	
Water Consumption based on 4500 gallons per household each month					
Inside	108,000	1,000	5.33	12	\$6,908
Outside	108,000	1,000	11.99	12	\$15,539
		Difference			\$8,631
Sewer					
Inside	108,000	1,000	7.43	12	\$9,629
Outside	108,000	1,000	16.72	12	\$21,669
		Difference			\$12,040
Inside			Outside		
Water Availability	\$0		Water Availability	\$0	
Sewer Availability	\$6,031		Sewer Availability	\$13,571	
Water Consumption	\$0		Water Consumption	\$0	
Sewer Consumption	\$9,629		Sewer Consumption	\$21,669	
Total Increase	\$15,660		Total Increase	\$35,240	

Amount lost on water/sewer fees if annexed \$19,580

Water cost will not be affected on this project, as the customers will be using Davidson Water if annexed or not. The city will not provide water to these customers, so water is removed from the equation.

From: Trogdon, Justin <justin.trogdon@thomasville-nc.gov>
Sent: Wednesday, April 24, 2024 11:57 AM
To: Martin, Wendy <Wendy.Martin@thomasville-nc.gov>
Subject: Re: Sufficiency re: Voluntary Annexation Petition - Emma's Place

wont affect MIS

Have a good day

Justin T. Trogdon, CGCIO | MIS Director

P 336-475-5535 | M 336-793-7804 | F 336-475-4283

[City of Thomasville](#)

250 West Main Street, Thomasville, NC 27360
P.O. Box 368, Thomasville, NC 27361-0368



From: Bowling, Eddie <Eddie.Bowling@thomasville-nc.gov>
Sent: Wednesday, April 24, 2024 9:29 AM
To: Martin, Wendy <Wendy.Martin@thomasville-nc.gov>
Subject: Re: Sufficiency re: Voluntary Annexation Petition - Emma's Place

I have no additional commentary at this time. I believe staff has covered the topic well.

Thanks

Eddie Bowling, MPA, CFO, CEM |Deputy City Manager
P 336-475-4222 | F 336-475-5562 | C 336-847-8707

[City of Thomasville](#)

10 Salem Street, Thomasville, NC 27360
P.O. Box 368, Thomasville, NC 27361-0368

From: Quick, Alisa T. <Alisa.Quick@thomasville-nc.gov>

Sent: Friday, April 26, 2024 10:47 AM

To: Carter, Dustin <Dustin.Carter@thomasville-nc.gov>; Martin, Wendy <Wendy.Martin@thomasville-nc.gov>; George, Chuck W. <Chuck.George@thomasville-nc.gov>; Brandt, Michael <Michael.Brandt@thomasville-nc.gov>; Avant, Thomas <Thomas.Avant@thomasville-nc.gov>; Bowling, Eddie <Eddie.Bowling@thomasville-nc.gov>; Trogdon, Justin <justin.trogdon@thomasville-nc.gov>

Subject: RE: Sufficiency re: Voluntary Annexation Petition - Emma's Place

Good Morning Wendy,

This change does not have a direct significant impact on the function of the Human Resources Department. The impact would be indirect, depending upon any increased need for administrative and supportive services for additional employees working in other departments.

Thank you,

Alisa T. Quick, MPA, SHRM-SCP | Human Resources Director

P 336-475-4229 | M 336-528-9018 | F 336-475-4283

[City of Thomasville](#)

10 Salem Street, Thomasville, NC 27360

P.O. Box 368, Thomasville, NC 27361-0368



Pursuant to North Carolina General Statutes, Chapter 132, Public Records, this e-mail and any attachments, as well as any e-mail messages(s) that may be sent in response to it, may be considered public records and therefore are subject to public records requests for review and copying.

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

DATE: 3/7/2024

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

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

NOTE:

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

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

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

EXHIBIT A

State of North Carolina
County of Davidson

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

Review Officer: _____

Owner's Certification

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

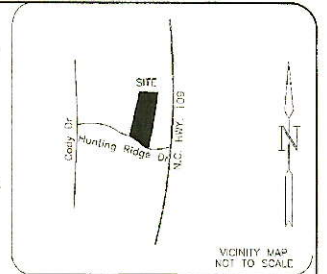
Owner: Thomas A. Furr & wife
Kimberly W. Furr
3 JW Thomas Way
Thomasville, NC 27360
338-345-3877

EGW Holdings, LLC
22 Winston Street
Thomasville, NC 27360

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

LEGEND

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



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

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

Signed: _____ Date: _____

Annexation Ordinance # _____

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

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

Surveyor Certification
for Subdivision

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

W. Lee Comer
Surveyor

3598
Registration Number

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

W. Lee Comer
SURVEYOR
REG. NO.



Revised 3/25/2024: Add Exempt Plat Certificate

Annexation Plat - City of Thomasville

Emma's Place

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

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

COUNTY: Davidson TOWNSHIP: Thomasville STATE: NC

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

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

Existing Thomasville City Limits

Final Map 2 HUNTING RIDGE SUBDIVISION PB 21 PG 8

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

Tract A ± 12.600 Acres

D.B. 2632 PG. 580
PIO PB. 21 PG. 8 (Tract 2)
EGW Holdings, LLC &
Furr & Company, Inc.

D.B. 2195 PG. 529
PIO PB. 21 PG. 8 (Tract 2)
Thomas A. Furr & wife
Kimberly W. Furr
See Incorporated Map by
Charles C. Whicker
2018 04-14-2019

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

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

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

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

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

Deed Book 2195 Page 529, Deed Book 2632 Page 080

Curve	Radius	Tangent	Length	Delta	Chords	Chord Bear
C1	245.00	54.41	116.29	27°00'00"	113.44'	N 32°00'00" W
C2	245.00	67.67	133.27	27°10'24"	131.96'	N 82°00'00" W

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

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

C-1106

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

Total Area To Be Annexed = 12.600 Acres



2024000244

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

This instrument prepared by: Samantha N. Smith of Citrin & Whitman, PA, a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

MAIL TO: Grantee

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

NORTH CAROLINA
DAVIDSON COUNTY

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

ADMINISTRATOR'S AND BENEFICIARY DEED

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

WITNESSETH:

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

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

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

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

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

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

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

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


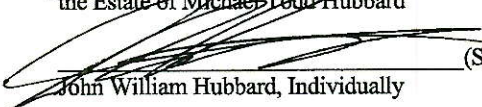
This conveyance is subject to easements, rights of way and restrictive covenants of record, if any, and to ad valorem taxes for the current year, which will be prorated on the date of closing.

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

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

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

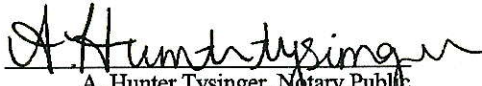
IN WITNESS WHEREOF, Grantor has hereunto set, or cause to be set, their hands and seals the day and year first above written.

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

NORTH CAROLINA
DAVIDSON COUNTY

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

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


A. Hunter Tysinger, Notary Public

My Commission Expires: 03/28/2024

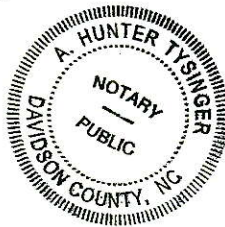


Exhibit "A"

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

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

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

Exhibit "B-2"

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

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: -0-

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

Mail/Box to: GRANTEE:

This instrument was prepared by: MISTI BOLES WHITMAN

Brief description for the Index: _____

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

GRANTOR

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

A 1/2 Undivided Interest

GRANTEE

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

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

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

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

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

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

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

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

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple. And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

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

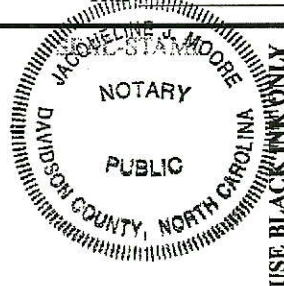
(Entity Name)

By: _____ (SEAL)
Title: _____

By: _____ (SEAL)
Title: _____

By: _____ (SEAL)
Title: _____

USE BLACK INK ONLY



State of North Carolina - County of DAVIDSON

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

My Commission Expires: 05/24/2020

JACQUELINE J. MOORE

Notary Public

SEAL-STAMP

State of North Carolina - County of _____

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

My Commission Expires: _____

Notary Public

SEAL-STAMP

State of North Carolina - County of _____

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

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

My Commission Expires: _____

Notary Public

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

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

EXHIBIT "A"

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

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

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

Exhibit "C"

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

Agenda Item Cover Sheet

Admin. Use Only:

Committee Name

Public Safety

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Committee Date
And Agenda #

5.7.24

PSafe 4

Item Name:

Consideration of Approval of Amendment to School Resource Officer Contract with Thomasville City School Board

Description of Item:

Amendment to School Resource Officer Agreement allowing SROs access to school surveillance cameras to include both live view and playback view

Back-Up Materials:

Amended Contract

Council Action Requested:

Consideration of Amendment

Requested By:

Chief Carter

Department:

TPD

**FIRST AMENDMENT TO
SCHOOL RESOURCE OFFICER AGREEMENT**

THIS FIRST AMENDMENT to that certain School Resource Officer Agreement previously entered into between the Thomasville City Board of Education and the Thomasville Police Department, and the Thomasville City Council effective the 1st day of July, 2023, is entered into on this the 9th day of April, 2024, between the Thomasville City Board of Education, and the Thomasville Police Department, and the Thomasville City Council.

WITNESSETH:

The parties hereto have agreed to amend Article V., TPD Expectations of the SRO While Serving on Campus, Paragraph 6a. Confidentiality; Access to Student Records, of the School Resource Officer Agreement, to include the following language:

The Thomasville City Schools and the Thomasville Police Department shall jointly operate and monitor school surveillance cameras to anticipate, prevent, or monitor possible violations of applicable law and school board policies, with the SRO having live view and playback view access to surveillance camera footage as maintained by the individual schools of the Thomasville City School system. The Thomasville City Schools shall own, place and maintain the surveillance cameras placed in or upon school system property. The Thomasville City Schools agrees to provide the Thomasville Police Department, via their assigned SRO, with access to school surveillance cameras for the purpose of investigating or prosecuting criminal misconduct. In the event a surveillance video recording is used or intended for use as evidence in a student disciplinary proceeding or as evidence in a Thomasville City Schools' personnel matter or proceeding, the video recording may be considered a confidential student or personnel record and shall not be shared by the Thomasville Police Department unless pursuant to a properly issued subpoena or applicable court order.

In the event said video(s) is an education record, educational agencies and institutions may not turn over videos to the police upon request without having first either obtained the written consent of the parent or eligible student or determined that the conditions of an exception to the general requirement of consent have been met, such as if the disclosure is made in connection with a health or safety emergency or the law enforcement officer has presented the educational agency or institution with a judicial order or a lawfully issued subpoena.

Except as modified or amended herein, the parties to the School Resource Officer Agreement do hereby ratify and affirm the remaining provisions of the School Resource Officer Agreement entered into and effective the 1st day of July, 2023.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals to this First Amendment to School Resource Officer Agreement, as set forth below.

Thomasville City Board of Education

By: 

Date: 04/19/2024

Thomasville Police Department

By: Dustin Carter

Date: 05/01/2024

Thomasville City Council

By: _____

Date: _____

Agenda Item Cover Sheet

Admin. Use Only:

Committee Name

Public Safety

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Committee Date
And Agenda #

5.7.24

PSafe 5

Item Name:

Consideration of Amendment to Thomasville City Ordinance, Chapter 78, Traffic & Vehicles, Article III, Division 3

Description of Item:

The City is adding two new public parking lots, Trade Street and East Main Street. In order to have the ability to enforce parking regulations these lots need to be included in the City Ordinance. In addition, staff can find no record of the Salem Street lot leased by the City being included in the off-street parking regulations.

Back-Up Materials:

Amended Ordinance

Council Action Requested:

Consideration of Amendment to Thomasville City Ordinance, Chapter 78, Traffic & Vehicles, Article III, Division 3

Requested By:

Chief Carter

Department:

TPD

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

The City Council finds that the City of Thomasville Code of Ordinances Chapter 78 Article III, Section 78-221, Division 3: Off-Street Public Parking Lots, should be amended to include the red subsections, as follows:

Sec. 78-221. Applicability of division.

The provisions of this division shall apply:

- (a) The territory lying between the southern boundary of East Main Street and the team track of the Norfolk Southern Railway and between Salem Street and Memorial Park Drive, known as Main Street parking lot.
- (b) The off-street parking area located at the intersection of Commerce Street and East Guilford Street at the city-owned water tank.
- (c) The off-street parking areas located at the police department building directly off of Thomas Street and Trade Street, and commonly known as the police department parking lot.
- (d) The off-street parking area adjacent to the Historic Railway Depot located on West Main Street, and between the boundary of West Main Street and the team track of Norfolk Southern Railway, commonly known as the Depot parking lot.
- (e) The off-street parking area located at 52 East Main Street adjacent to the corner of Memorial Park Drive and East Main Street.
- (f) The off-street parking area located beside Lumos, formerly NorthState, located at 25 Salem Street.
- (g) The off-street parking area located at 6 Trade Street directly off Trade Street and south of JW Thomas Way.

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

This Ordinance shall be effective May 20, 2024.

CITY OF THOMASVILLE

By: _____
Raleigh York, Jr., Mayor

Attest: _____
Wendy S. Martin, City Clerk

[SEAL]

Agenda Item Cover Sheet

Admin. Use Only:

Committee Name Public Safety

Committee Date And
Agenda #

5.7.24	PSafe 7
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Item Name:

Consideration of National Night Out Road Closure Ordinance

Description of Item:

National Night out for Thomasville Police Road Closure Ordinance

Back-Up Materials:

Ordinance for Narional Night Out

Council Action Requested:

No Action Required

Requested By: Chief Dustin Carter

Department: Police Department

NATIONAL NIGHT OUT ROAD CLOSURE ORDINANCE

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

The Code of Ordinances, City of Thomasville, North Carolina, is hereby amended by adding Sec. 78-25. National Night Out Road Closure, and it shall read in its entirety as follows:

Article I. In General

Sec. 78-25. National Night Out Road Closure

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

Date: August 6, 2024, the first Tuesday in August

Time: 4:00 P.M. to 9:00 P.M.

Streets to be closed as follows:

- West Main Street from Church Street to Kinney Avenue

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

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

Adopted this 20th day of May, 2024.

Raleigh York, Jr., Mayor

ATTEST:

Wendy S. Martin, City Clerk