

**CITY OF THOMASVILLE COUNCIL MEETING AGENDA**

**TUESDAY, June 20, 2023 – 6:00 P.M.**

**20 Stadium Drive, Thomasville, NC 27360**

**Mayor Raleigh York, Jr. ~ Mayor Pro Tem Lisa Shell**

1. Call to Order
2. Additions and Deletions to the Agenda
3. Public Forum – Please sign up in person to speak for two minutes on any topic. *The two-minute time limit will be enforced.*
4. Public Hearings
  - A. Request for Rezoning (Z-23-03) **APPEAL**  
Applicant: James Gardner  
Owner: JG Commercial Properties  
Location: 814 Unity Street  
Parcel Number: 16052000D0001  
Existing Zoning: C-2 Highway Commercial  
Requested Zoning: R-6 High Density Residential

*The Planning Board held a public hearing on May 30, 2023 and voted unanimously 4-3 to deny this request because:*

- *Changes need to be made to update the Land Development Plan.*
- *The rezoning would pose as no negative effect on adjacent properties.*
- *This would pose as a buffer between the M-2 and C-2 to the neighboring R-10 community.*
- *It poses as no safety risk as presented.*
- *Find that this rezoning is not reasonable and in the public interest due to its inconsistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.*

- B. Request for Rezoning (Z-23-04)  
Applicant: City of Thomasville  
Owner: Coltrane Properties of the Triad, LLC  
Location: 345 Hasty School  
Parcel Number: 1631400000013A  
Existing Zoning: R-10 Low Density Residential  
Requested Zoning: R-10M Low Density Residential & Mobile Home Parks

*The Planning Board held a public hearing on May 30, 2023 and voted unanimously 7-0 to approve this request because:*

- *Consistent with the use of the site, as it was annexed from the County.*
- *This rezoning does not conflict with the adjacent properties in any way.*
- *Rezoning would prohibit all activity of a commercial nature.*

- *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.*

5. Consent Agenda

- A. Consideration of Approval of Minutes – Briefing Meeting on 05/08/2023
- B. Consideration of Approval of Minutes – Council Meeting on 05/15/2023
- C. Consideration of Real Estate Transfer Agreement with Bob & Maureen DaCosta
- D. Consideration of Resolution to Amend the Personnel Policies of the City of Thomasville: Article XII, Section 12, Article XIII, Section 19 – Worker's Compensation
- E. Consideration of Resolution to Amend the Personnel Policies of the City of Thomasville: Appendix C - Dependent Health Insurance Coverage
- F. Consideration of Thomasville City School Athletic Field Usage Agreement
- G. Consideration of School Resource Officer Agreement with Thomasville City Schools

6. Regular Agenda

- A. Consideration of Fiscal Year 2024 Budget Ordinance and Rate Schedules
- B. Consideration of Fiscal Year 2022 – 2023 End-of-Year Budget Amendment # 2023-P12-01
- C. Consideration of Resolutions Awarding Badges and Service Side Arms to Retiring Law Enforcement Officers Sgt. James Shores and Lt. Jason Baity

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

8. Additional Items

9. Adjournment



**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 R-6 (High Density Residential) Zoning District as shown on the attached map (Z-23-03).

**SECTION 2.** 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 31, 2023  
Re: City Council Meeting, June 20, 2023

The following item has been before the Board of Planning & Adjustment on Tuesday, May 30, 2023.

1. Request for Rezoning (Z-23-03)

Applicant: James Gardner  
Owner: JG Commercial Properties  
Location: 814 Unity Street  
Parcel Number: 16052000D0001  
Existing Zoning: C-2 Highway Commercial  
Requested Zoning: R-6 High Density Residential

A public hearing was conducted, and the board voted 4-3 to deny the request for the following reason:

- Changes need to be made to update the Land Development Plan.
- The rezoning would pose as no negative effect on adjacent properties.
- This would pose as a buffer between the M-2 and C-2 to the neighboring R-10 community.
- It poses as no safety risk as presented.
- Find that this rezoning is not 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.

2. Request for Rezoning (Z-23-04)

Applicant: City of Thomasville  
Owner: Coltrane Properties of the Triad, LLC  
Location: 345 Hasty School  
Parcel Number: 1631400000013A  
Existing Zoning: R-10 Low Density Residential  
Requested Zoning: R-10M Low Density Residential and Mobil Home Parks

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

- Consistent with the use of the site, as it was annexed from the County.
- This rezoning does not conflict with the adjacent properties in any way.
- Rezoning would prohibit all activity of a commercial nature.
- 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.





The Board of Planning and Adjustment of the City of Thomasville has denied  
by a 4 to 3 vote the rezoning request (Z-23-03).

Applicant/Owner: James Gardner

Owner: JG Commercial Properties

Location: 814 Unity Street

Existing Zoning: C-2 Highway Commercial

Requested Zoning: R-6 High Density Residential

5 / 30 / 23

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 R-6 for the following reasons:

1 - Changes need to be made to update the Land Development Plan

2 - The rezoning would pose as no negative effect on adjacent properties.

3 - This would pose as a buffer between the M-2 and C-2 to the neighboring R-10

community.

4 - It poses as no safety risk as presented.

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.



**From:** James Gardner <jamesgardnerconstruction@gmail.com>

**Sent:** Wednesday, May 31, 2023 12:35 PM

**To:** George, Chuck W. <Chuck.George@thomasville-nc.gov>

**Subject:** 814 Unity Street

Hi Chuck,

James does wish to file an appeal from the decision made by the Planning Board last night.

What do we need to do?

Thanks!

Jane

--

*James*  
**GARDNER**  
**CONSTRUCTION**

**City of Thomasville**  
**Rezoning Case # Z-23-03**  
**Staff Report: Chuck George, Planning Director**

**Applicant:** Jeffrey Dowell

**Owner:** JG Commercial Properties, LLC

**Location:** 814 Unity Street

**Tax Parcel ID Number:** 16052000D0001

**Request:** Rezoning from C-2 to R-8

**Conditions:** NA

**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 R-6 high residential – This district is defined as medium to high density residential areas where single-family and multifamily dwellings are commingled and certain open areas where similar residential development will likely occur. The uses permitted in this district are designed to stabilize and protect the essential characteristics of the area and prohibit all activities of a commercial nature except certain home occupations controlled by specific limitations.

**Site Information**

<b>Size of Parcel</b>	1.02 Acres		
<b>Existing Land Use</b>	Highway Commercial		
<b>Proposed Land Use</b>	High Density Residential		
<b>Surrounding Property Zoning and Use</b>	<b>Direction</b>	<b>Zoning</b>	<b>Use</b>
	N	M-2	Heavy Industrial
	E	C-2	Commercial
	S	R-6	Residential
	W	C-2	Commercial
<b>General Site Information</b>	The site has two building and a gravel parking lot		
<b>Historic Properties</b>	NA		

**History of Denied Cases:**

NA

**Compatibility with Adopted Plans**

The 2035 Land Development Plan indicates the areas as Development and Re-development area (#5), National Highway Commercial Corridor. Encourage Re-development of vacant and underutilized existing commercial uses, maintenance of existing buildings, signage and lot area. Discourage used car lots.



## Staff Comment

The 1.02-acre subject property currently contains two one-story buildings with a gravel parking lot and a paved driveway for business use. The adjacent properties to the east and south are residential use, to the north are Industrial, and to the west, carwash, and barbershop. The applicant is requesting to reclassify the property for residential use. The request is inconsistent with the land use plan; it identifies the property part of the National Highway Corridor. Development or redevelopment in these areas should be encouraged, and as land development market changes occur, this plan should be updated to reflect the changing conditions.

## 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	May 16 & 23, 2023	June 6 & 13, 2023
Property Posted	May 19, 2023	June 6, 2023
Notification Letter Sent	May 19, 2023	June 9, 2023

## Zoning Board Recommendation

A public hearing was conducted, and the board voted 4-3 to deny the request for the following reason:

- Changes need to be made to update the Land Development Plan.
- The rezoning would pose as no negative effect on adjacent properties.
- This would pose as a buffer between the M-2 and C-2 to the neighboring R-10 community.
- It poses as no safety risk as presented.
- Find that this rezoning is not 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- 23-03

Date 4-27-23

Applicant James Gardner

Phone 252 646 2899

Applicant's Address 621 Hyde St, Thomasville NC 27360

Property Owner J B Commercial Properties LLC Phone 252 646 2899

Property Owner's Address 621 Hyde St, Thomasville NC 27360

Existing Zoning C2

Requested Zoning R6

Address or Location of Property to be Rezoned 814 Unity St, Thomasville

Description of Property See attached Exhibit "A"

Fee Received \$ 500 4-27-23 Map No 16-052000 D0001

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

Applicant's  
Signature

Owner's  
Signature

Planning Board Hearing Date May 30, 23 5:30

Planning Board Action ☐ Approved ☒ Denied Vote of: 4-3

City Council Hearing Date June 20, 23 6:00

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

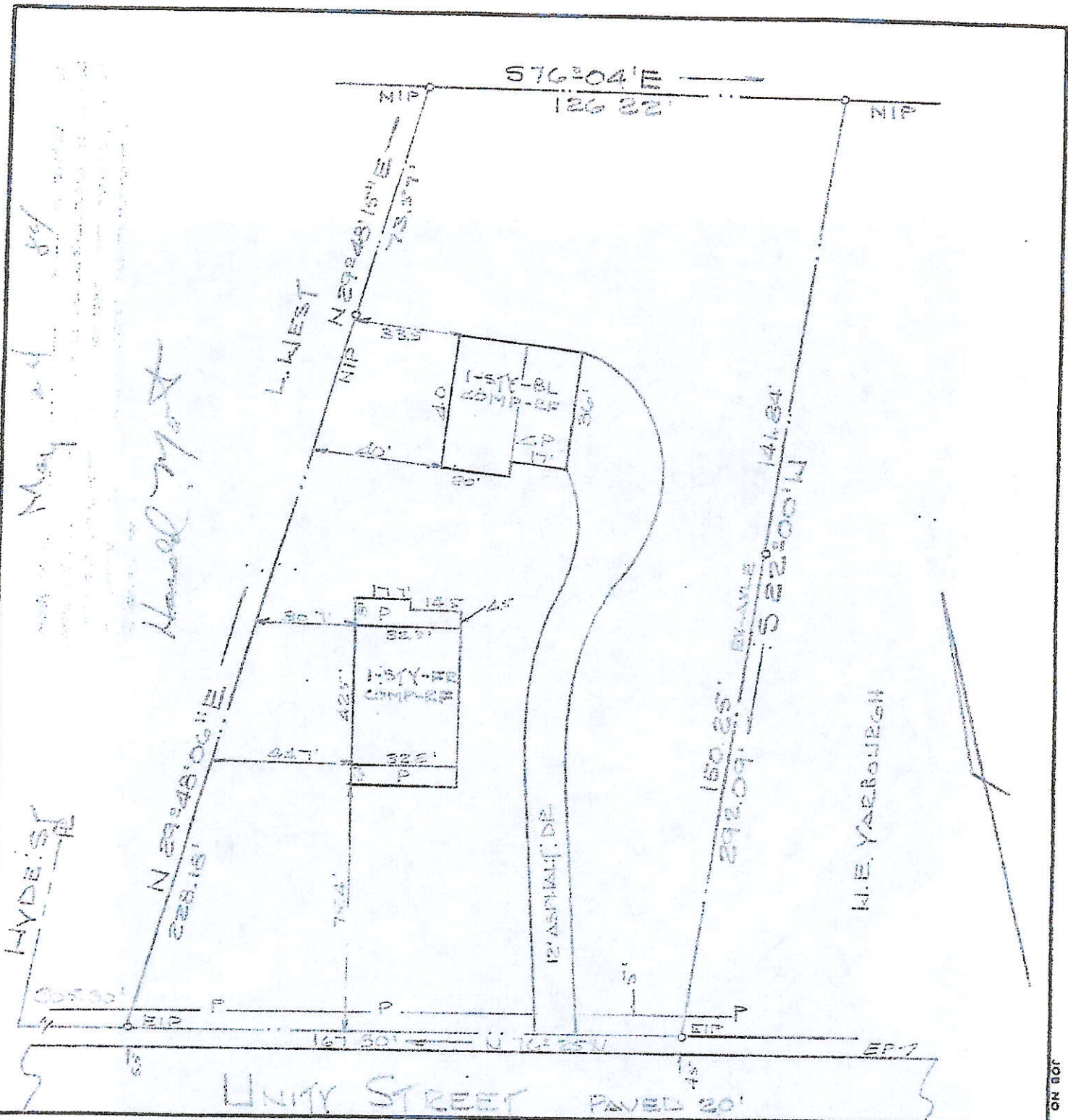
Signed \_\_\_\_\_

Secretary to Planning Board



# **EXHIBIT "A"**

**BEGINNING** at an existing iron pipe in the northern right of way line of Unity Street, said iron pipe being located 205.30 feet as measured along the northern right of way line of Unity Street from its intersection with the eastern right of way line of Hyde Street; thence from said beginning point North 29 degrees 48' 06" East 228.18 feet to a new iron pipe; thence North 29 degrees 48' 15" East 73.57 feet to a new iron pipe; thence South 76 degrees 04' East 126.22 feet to a new iron pipe, corner of W. E. Yarborough; thence South 22 degrees 00' West, crossing an existing axle at 141.84 feet, for a total distance of 292.09 feet to an existing iron pipe in the northern right of way line of Unity Street; thence with the northern right of way line of Unity Street North 76 degrees 25' West 167.80 feet to the point of **BEGINNING**, according to a plat of survey prepared by Davis-Martin-Powell & Assoc., Inc., dated 5/24/84, Job No. S-20181.



**SURVEYED BY**  
**DAVIS - MARTIN - POWELL & ASSOC., INC.**  
**ENGINEERING & LAND SURVEYING**  
**HIGH POINT, NORTH CAROLINA**  
**DATE 4-24-84 SCALE 1"=40' JOB NO. 8-2-84**  
**SURVEYED ME PLATTED BY JD**

**PROPERTY OF**  
**HUGH L. WEST, JR**  
**THOMASVILLE, N. C.**  
**DAVIDSON CO**



214 Unity Street







# Davidson County GIS



<b>Parcel Number :</b>	16052000D0001	<b>Land Units:</b>	1.02 AC
<b>Pin Id :</b>	6788-03-32-5847	<b>Deed Book:</b>	2534 Pg: 0478
<b>Owner :</b>	JG COMMERCIAL PROPERTIES LLC 621 HYDE ST THOMASVILLE NC 27360	<b>Deed Date:</b>	03/03/2022
<b>Property Address:</b>	814 UNITY ST	<b>Account Number:</b>	9243308
<b>Township:</b>	16	<b>Exempt Code:</b>	
<b>Building Value:</b>	\$36,920	<b>Other Building Value:</b>	\$1,630
<b>Land Value:</b>	\$155,510	<b>Market Value:</b>	\$194,060
<b>Assessed Value:</b>	\$194,060	<b>Deferred Value:</b>	\$0
<b>Legal Description :</b> P=2-80&3-74 BD L1 BK2534-478 UNITY ST			



814 Unity St

Thomasville, North Carolina  
Google Street View  
Feb 2023 See more dates

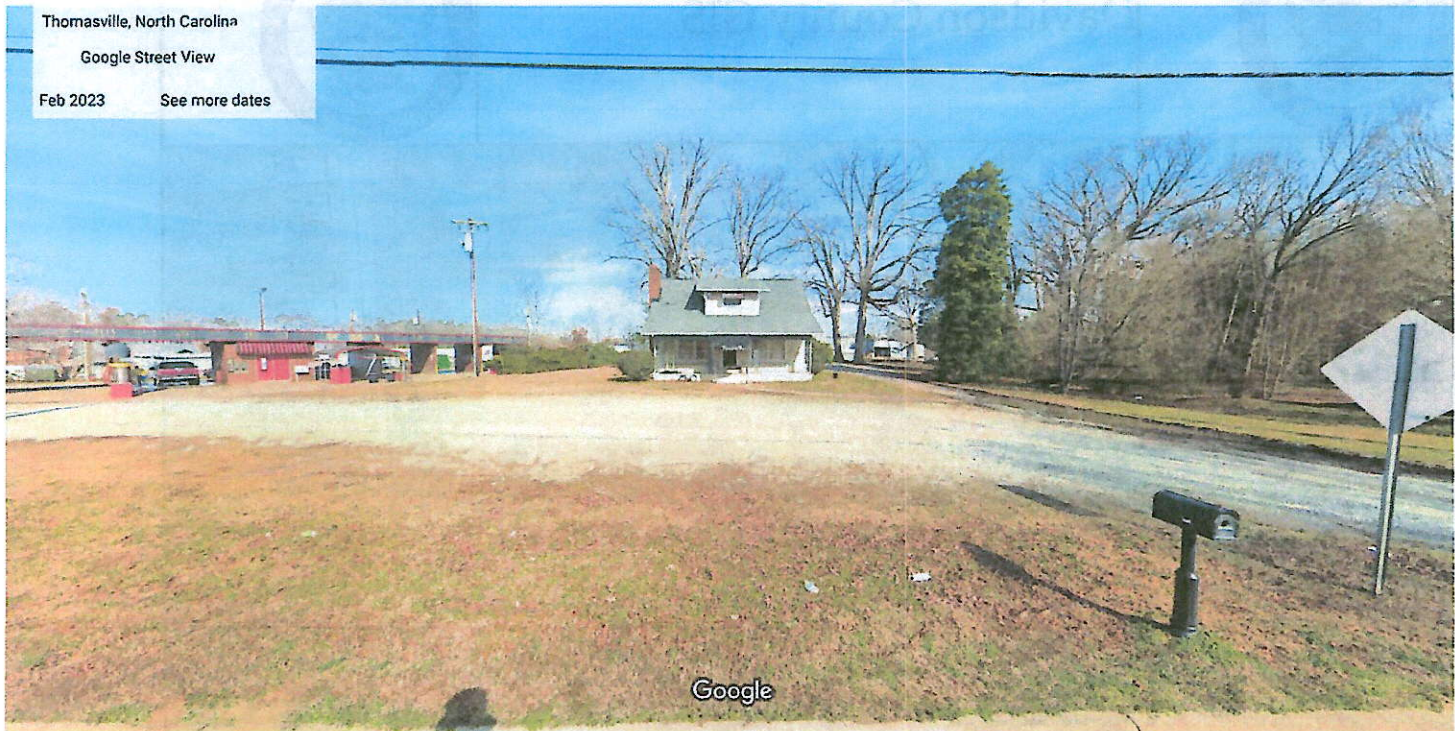
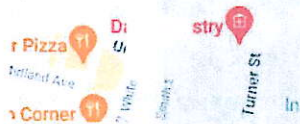
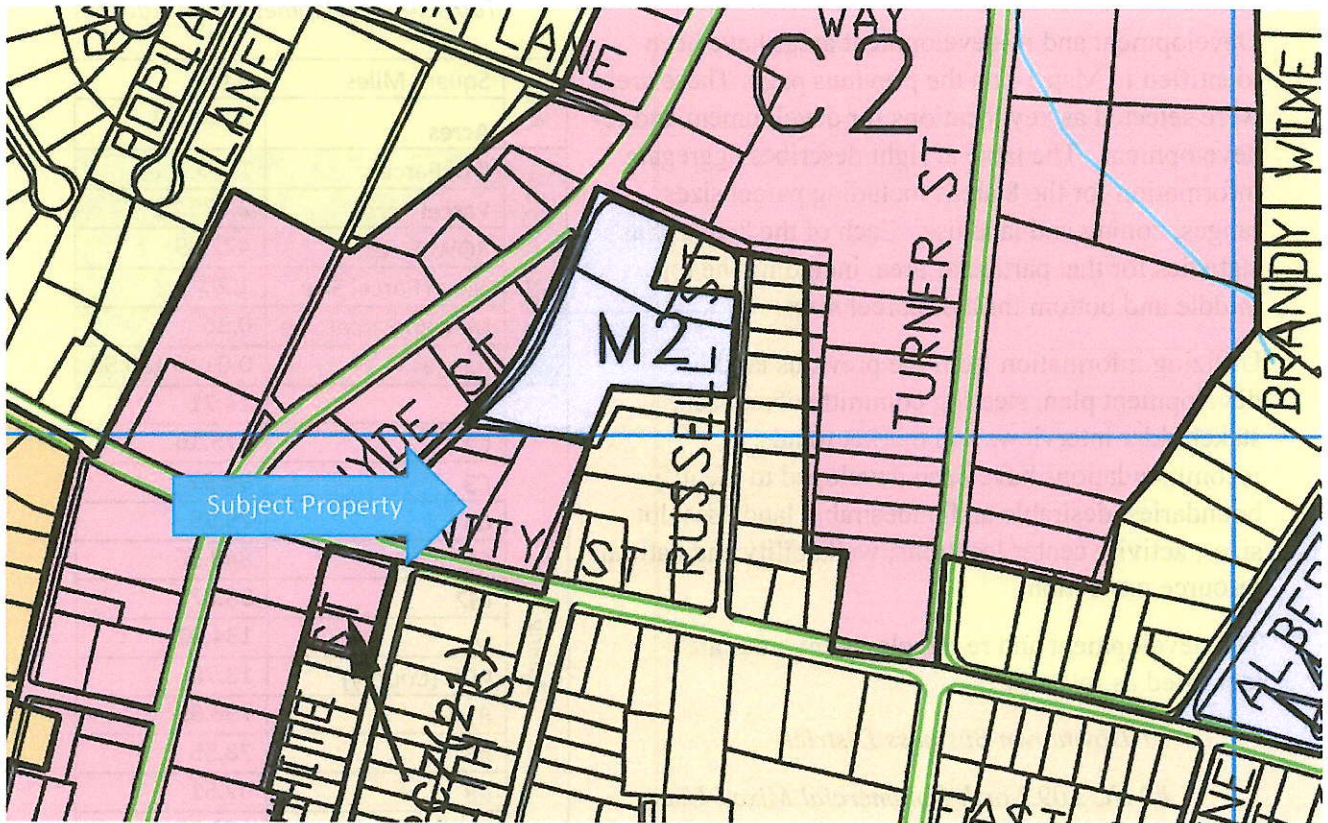


Image capture: Feb 2023 © 2023 Google





Zoning Map  
814 Unity Street  
Request to Rezone from C-2 to R-6



Zoning Map colors index:

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



## Development and Re-Development Area Recommendations

Development and re-development areas have been identified in Map 14 on the previous page. These areas were selected as key locations for development and re-development. The table at right describes aggregate information for the 8 areas including parcel sizes, ranges, zoning and land use. Each of the 8 areas has statistics for that particular area, including the top, middle and bottom third of parcel sizes.

Utilizing information from the previous land development plan, steering committee feedback, stakeholder interviews and market trends, recommendations have been developed to identify boundaries, desirable and undesirable land uses, lot sizes, activity center locations, walkability and natural resource protection.

The development and re-development areas are identified as follows:

- #1 Downtown Business District*
- #2 NC 109 North Commercial Mixed-Use*
- #3 NC 109 South Commercial Mixed-Use*
- #4 High Tech Boulevard Commercial & Mixed-Use*
- #5 National Highway Commercial Corridor*
- #6 Hamby Creek Industrial Corridor*
- #7 Industrial Park Area Near I-85*
- #8 Thomasville Hospital Area*

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

Table 24: Development Area Statistics

Area	Square Miles	4.69
	Acres	2,998.30
Parcels and Size	# of Parcels	1743
	Parcel Acres	2,575.81
	ROW Acres	422.49
	Mean Parcel Size	1.20
	Median Parcel Size	0.36
	Range	0.01 to 110.98
Zoning	C1	14.71
	C2	275.16
	C3	96.99
	C4	29.25
	M1	840.36
	M2	58.67
	O1	134.02
	PDH (County)	13.78
	R10	796.39
	R6	78.55
	R8	67.51
	RA3 (County)	170.32
	Unknown	0.32
	<b>TOTAL</b>	<b>2,576</b>
Land Use	Commercial	272.53
	Industrial	652.80
	Institutional	106.37
	MF	49.37
	MH	134.03
	MHP	19.98
	Office	102.28
	OS	13.31
	SF	575.91
	Utility	1.52
	Vacant	647.95
	<b>TOTAL</b>	<b>2,576</b>



## NATIONAL HIGHWAY COMMERCIAL CORRIDOR (#5)

**Summary:** This corridor is a gateway to Thomasville from High Point. There are mix of residential, commercial and institutional land uses. The commercial land uses include used car dealers, hotels, convenience stores, restaurants and other retail establishments. Old Dominion headquarters and some medical offices are also in this corridor. At the cross-roads of Unity Street and National Highway, there is a lot of activity.



Photo 15: Finch Field Entry Gate on Northern End of the Study Area

**Encourage:** Re-development of vacant and underutilized existing commercial uses, maintenance of existing buildings, signage and lot area.

**Discourage:** Used car lots.

**Lot Sizes:** Continue existing lot sizes that average a minimum of 100 ft of street frontage and 200 ft depth.

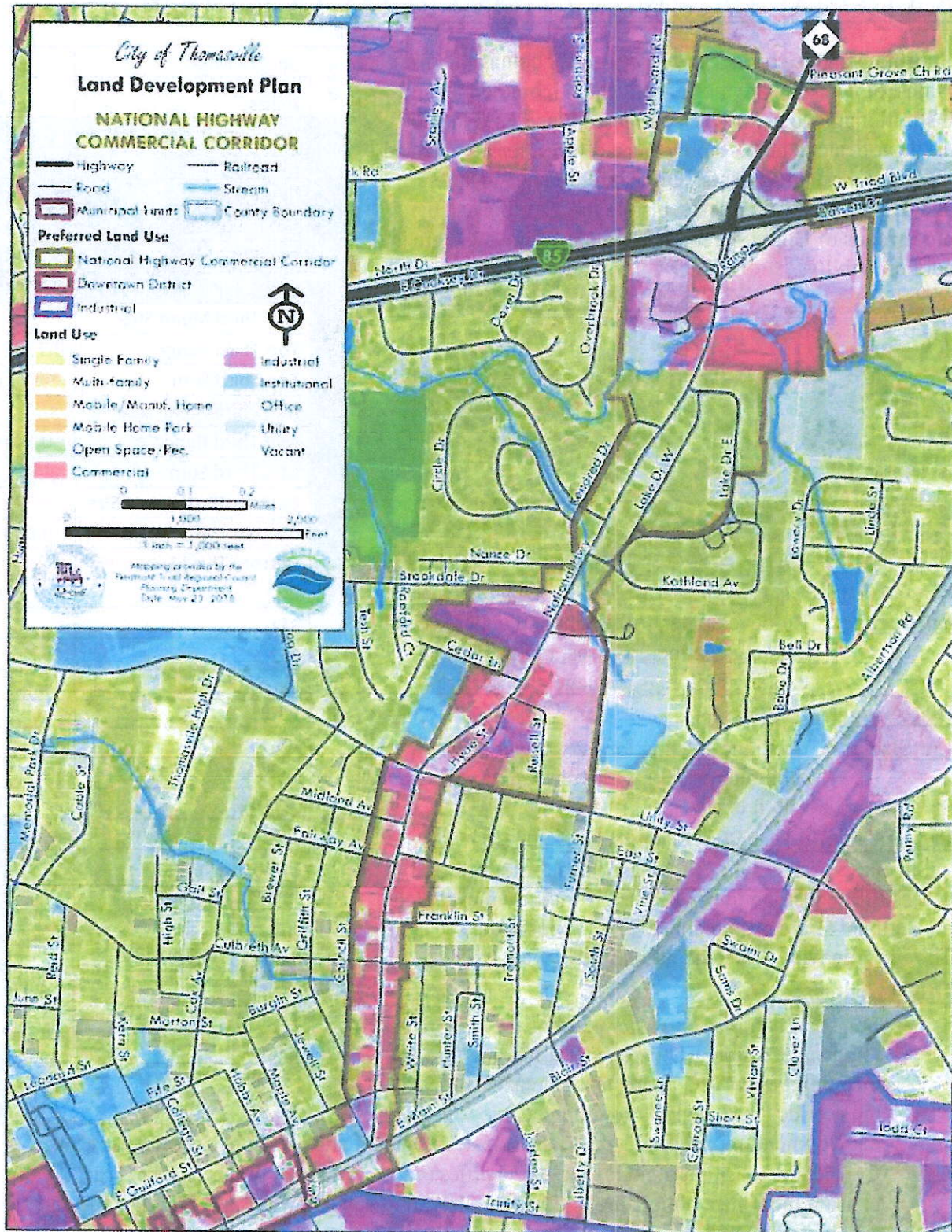
**Pedestrian and Bicycling Friendliness:** The sidewalk width and buffer should be increased to support safe and accessible pedestrian transportation. Provide a bicycle lane on National Highway to connect High Point and Thomasville with a safe and accessible bicycle route.

**Other Criteria:**

- Fund and complete a master plan for the National Highway Corridor. Utilize federal funding through the High Point MPO to create a plan and vision for the corridor that supports commercial re-development, mixed use, pedestrian scale development and safe and accessible streets.
- Consider acquisition of undesirable properties (e.g. commercial properties that are causing inordinate police, fire and EMS calls) along key gateways into Thomasville and around downtown.

Area	Square Miles	0.38
	Acres	241.28
Parcels and Size	# of Parcels	207
	Parcel Acres	196.70
	ROW Acres	44.58
	Mean Parcel Size	0.95
	Median Parcel Size	0.47
	Range	0.05 to 23.34
	Top Third Mean Size	2.13
	Top Third Range	0.73 to 23.34
	Top Third Sum	146.86
	Mid Third Mean Size	0.49
	Mid Third Range	0.34 to 0.73
	Mid Third Sum	34.26
	Bottom Third Mean Size	0.22
	Bottom Third Range	0.05 to 0.34
	Bottom Third Sum	15.91
Zoning	C2	125.83
	M1	0.68
	M2	19.13
	OI	3.92
	R10	40.21
	R6	6.79
	R8	0.37
	<b>TOTAL</b>	<b>196.92</b>
Land Use	C2	48.49
	Industrial	16.04
	Institutional	4.33
	MF	0.80
	MH	0.76
	Office	47.85
	OS	8.06
	SF	48.83
	Vacant	21.76
	<b>TOTAL</b>	<b>196.92</b>







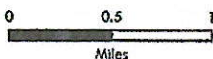


# City of Thomasville Land Development Plan

## DEVELOPMENT & RE-DEVELOPMENT AREAS



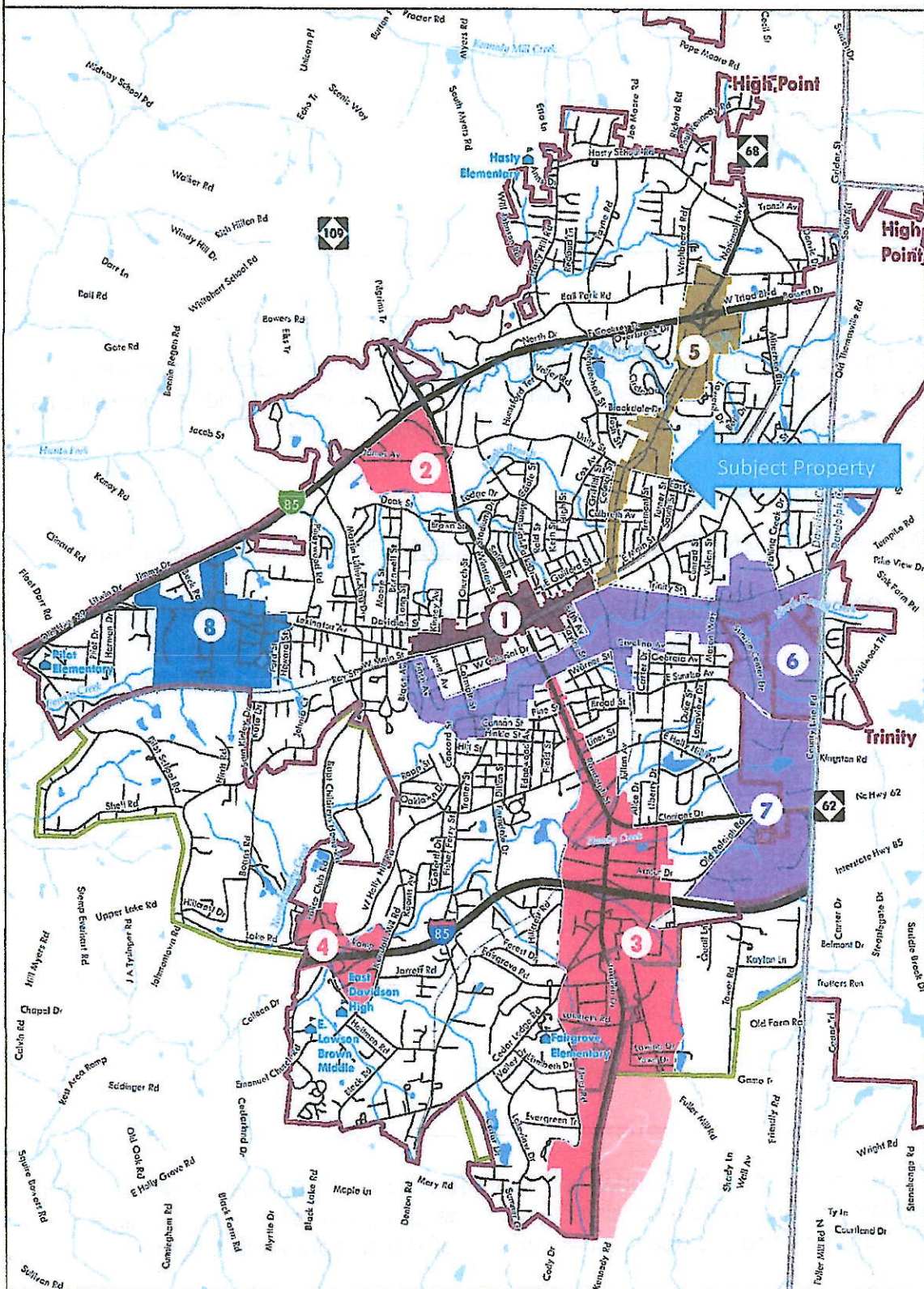
- |          |                  |                                      |                     |
|----------|------------------|--------------------------------------|---------------------|
| Highway  | Municipal Limits | Downtown Business District           | Industrial          |
| Road     | ETJ Boundary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



Mapping provided by the  
Piedmont Triad Regional Council  
Planning Department  
Date: May 14, 2016



1 inch = 3,000 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.

**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 R-10 (Low Density Residential) Zoning District to R-10M (Low Density Residential and Mobile Home Parks) Zoning District as shown on the attached map (Z-23-04).

**SECTION 2.** 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





The Board of Planning and Adjustment of the City of Thomasville has approved  
by a 7 to 0 vote the rezoning request (Z-23-04).

Applicant: City of Thomasville

Owner: Coltrane Properties of the Triad, LLC

Location: 345 Hasty School Road

Existing Zoning: R-10 Low Density Residential

Requested Zoning: R-10M Low Density Residential and Mobile Home Parks

5 / 30 / 23

Date

A handwritten signature in cursive script, reading "Jane Hill".

Jane Hill, Chairperson

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

I move to rezone the property from R-10 to R-10M  
for the following reasons:

1 - Consistent with the use of the site, as it was annexed from the County.

2 - The rezoning does not conflict with adjoining properties.

3 - Rezoning would prohibit all activity of a commercial nature.

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 Planning & Zoning**  
**Rezoning Case # Z-23-04**  
**Staff Report: Chuck George, Director**

**Applicant:** Staff, City of Thomasville

**Owner:** Coltrane Properties of the Triad, LLC

**Location:** 345 South Road

**Tax Parcel ID Number:** 1631400000013A

**Request:** Rezoning from R-10 to R-10M

**Requested Zoning District Characteristics:**

The current zoning is R-10 Low Density Residential – This district is defined as low density residential areas of mostly single-family dwellings plus open areas where similar residential development will likely occur. The uses permitted in this district are designed to stabilize and protect the essential characteristics of the area and to prohibit all activities of a commercial nature except certain home occupations controlled by specific limitations.

The proposed zoning is R-10M Low Density Residential and Mobile Home Parks – This district is defined as low density residential areas of mostly single-family dwellings, open areas where similar residential development will likely occur and mobile home parks. The uses permitted in this district are designed to stabilize and protect the essential characteristics of the area and to prohibit all activities of a commercial nature except certain home occupations controlled by specific limitations.

**Site Information**

<b>Size of Parcel for Flag Lot</b>	4.2 Acres		
<b>Existing Land Use</b>	Residential – Mobile Home Park		
<b>Proposed Land Use</b>	Residential – Mobile Home Park		
<b>Surrounding Property Zoning and Use</b>	<b>Direction</b>	<b>Zoning</b>	<b>Use</b>
	N	RA3	Residential
	E	RA3	Residential
	S	C-1	Neighborhood Commercial
	W	O-I	Elementary School
<b>Physical Characteristics</b>	The Site has tree located in the back section of the lot with the front section cleared for development.		
<b>Historic Properties</b>	NA		
<b>Analysis of Environmental and General Site Information</b>	Existing mobile home park		

**History of Denied Cases:**

None

## Compatibility with Adopted Plans

The 2035 Land Development Plan indicates the areas that have not been identified for development or redevelopment are suitable for infill development that is consistent with the existing surrounding land uses.

## Staff Comment

The site is currently a mobile home park. The property was annexed into the city in August 1988 at the request of the current property owner to correct the zoning to R-10M for Mobile Home Park. In my research, I tried to find where the property was reclassified after the annexation and was unsuccessful. As a result, the staff is requesting to change the zoning classification to Mobile Home Park as it was under county zoning. The 2035 Land Development Plan indicated the area suitable for development that is consistent with the existing surrounding land uses.

## Attachments

- Rezoning Application
- Legal description
- Site map
- Zoning map
- Davidson County GIS,
- 2035 Land use map
- Permitted use table
- Consistency statement to approve or deny request

## Public Notice

<i>Notification</i>	<i>Planning/Adjustment Board</i>	<i>City Council</i>
Public Hearing Notice	May 16 & 23, 2023	June 6 & 13, 2023
Property Posted	May 19, 2023	June 6, 2023
Notification Letter Sent	May 19, 2023	June 9, 2023

## Zoning Board Recommendation

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

- Consistent with the use of the site, as it was annexed from the County.
- This rezoning does not conflict with the adjacent properties in any way.
- Rezoning would prohibit all activity of a commercial nature.
- 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.



# CITY OF THOMASVILLE

Planning & Zoning Department

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

## REZONING APPLICATION

File No. **Z-** 23-04

Date 5/1/2023

Applicant Staff - City of Thomasville

Phone 336-457-4255

Applicant's Address 10 Salem Street

Property Owner Coltrane Properties of the Triad, LLC

Phone \_\_\_\_\_

Property Owner's Address 180 South Road

Existing Zoning R-10

Requested Zoning R-10M

Address or Location of Property to be Rezoned 345 Hasty School Road

Description of Property 4.2 Acres Mobile Home Park

Fee Received \$ N/A

Map No **16-** 1631400000013A

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

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

Owner's  
Signature \_\_\_\_\_

Planning Board Hearing Date 5/30/2023

Planning Board Action

☒ Approved

☐ Denied

Vote of: 7-0

City Council Hearing Date 6/20/23

City Council Action

☐ Approved

☐ Denied

Vote of: \_\_\_\_\_

Signed \_\_\_\_\_

Secretary to Planning Board

EXHIBIT "A"

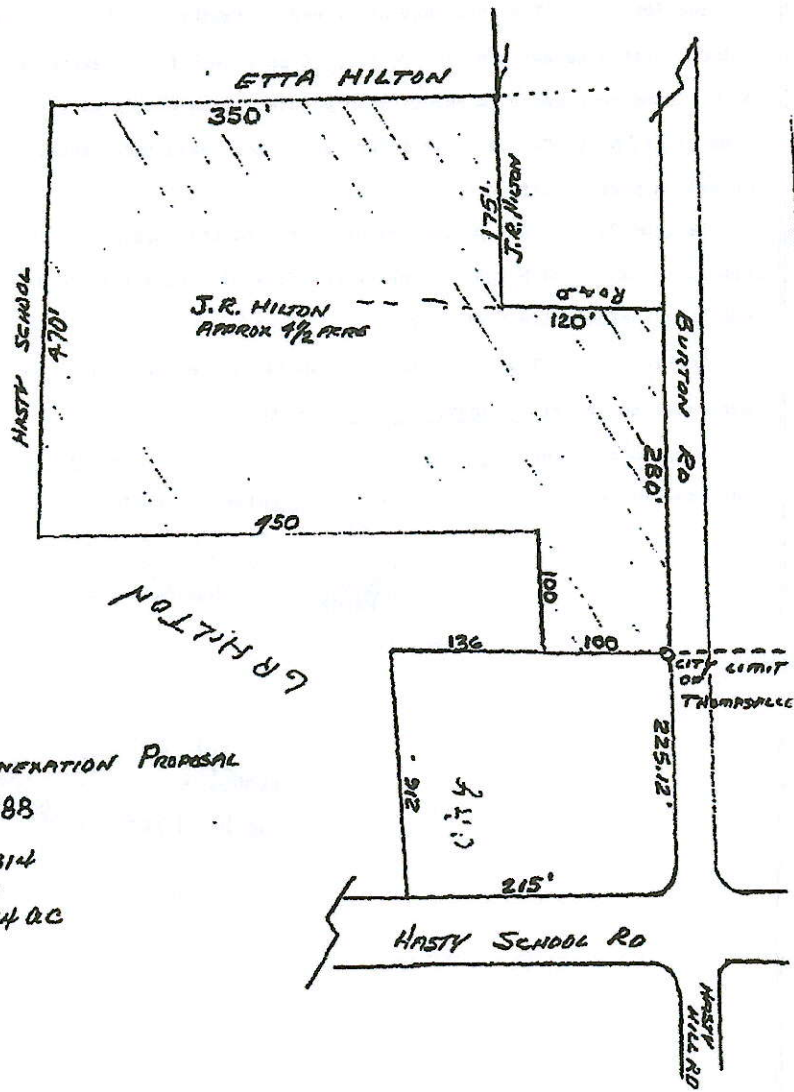
Attached to and constituting a part of Petition for Annexation of  
Territory to the City of Thomasville, dated July 6,  
1988.

ANNEXATION DESCRIPTION

BEGINNING: At a point located in the Western right of way line of Burton Road, said beginning point being located 225.12 feet measured along said right of way line from its intersection with the Northern right of way line of Hasty School Road, said beginning point also being located in the existing Thomasville City Limits line; running thence from said beginning point in a Western direction 100 feet to a point; running thence in a Northern direction 100 feet to a point; running thence in a Western direction 450 feet to a point in the Eastern line of the Davidson County Board of Education property (Hasty School site); running thence with the Eastern line of said Board of Education's property in a Northern direction 470 feet to a point in the Southern line of the Etta Hilton property; running thence with Hilton's Southern most line in an Eastern direction 350 feet to a point; running thence in a Southern direction 175 feet to a point on the edge of a roadway; running thence along the edge of said roadway in an eastern direction 120 feet to a point in the Western right of way line of Burton Road; and running thence with the Western right of way line of Burton Road in a Southern direction 280 feet to the point and place of beginning, containing 4-1/2 acres more or less.



EXHIBIT B



J.R. HILTON  
PROPERTY ANNEXATION PROPOSAL  
MAY 26, 1988

216' mp. 314  
#1.13  
13.94 AC

691-366

Mailed to:  
George Gaintsing 366  
PO Box 1136  
Thomasville, NC 27366

City of Thomasville  
Annexation Ordinance No. 88-5

AN ORDINANCE ANNEXING CONTIGUOUS  
TERRITORY

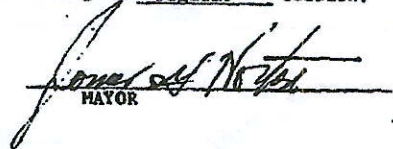
BE IT ORDAINED by the City Council of the City of Thomasville,  
North Carolina as follows:

Section 1. That the land described in Exhibit "A" hereto attached  
is incorporated herewith by reference just as though fully herein set  
forth, lying contiguous to existing corporate limits of the City of  
Thomasville, North Carolina, is hereby added to, taken into, annexed,  
and made a part of said City.

Section 2. That on the taking effect of this Ordinance the  
corporate limits and boundary line of the City of Thomasville shall  
hereafter include said territory.

Section 3, That this Ordinance shall take effect and be in  
force from and after AUGUST 15, 19 88.

Adopted this the 15 day of AUGUST, 19 88, by  
the Thomasville City Council meeting in regular session.

  
MAYOR

FILED 366  
BOONING  
Aug 16 1 58 PM '88 14.00  
CLERK OF SUPERIOR COURT  
THOMASVILLE, N.C.



EXHIBIT "A"

Legal description of real property referred to and made a part of  
Annexation Ordinance of the City of Thomasville, adopted AUGUST 15,  
19 88.

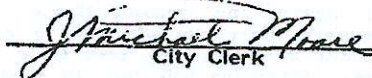
The same being lands lying in Thomasville Township, Davidson County,  
North Carolina and more particularly described as follows:

BEGINNING: At a point located in the Western right of way line of Burton Road, said beginning point being located 225.12 feet measured along said right of way line from its intersection with the Northern right of way line of Hasty School Road, said beginning point also being located in the existing Thomasville City Limits line; running thence from said beginning point in a Western direction 100 feet to a point; running thence in a Northern direction 100 feet to a point; running thence in a Western direction 450 feet to a point in the Eastern line of the Davidson County Board of Education property (Hasty School site); running thence with the Eastern line of said Board of Education's property in a Northern direction 470 feet to a point in the Southern line of the Etta Hilton property; running thence with Hilton's Southern most line in an Eastern direction 350 feet to a point; running thence in a Southern direction 175 feet to a point on the edge of a roadway; running thence along the edge of said roadway in an eastern direction 120 feet to a point in the Western right of way line of Burton Road; and running thence with the Western right of way line of Burton Road in a Southern direction 280 feet to the point and place of beginning, containing 4-1/2 acres more or less.

NORTH CAROLINA  
DAVIDSON COUNTY

I, J. Michael Moore, City Clerk of the City of Thomasville, N. C., a municipal corporation, do hereby certify that the foregoing, together with the attached exhibits, is a true and correct copy of the original Annexation Ordinance enacted by the Thomasville City council, meeting in regular session on Monday, August 15, 1988, and I further certify that the Mayor and a quorum of the Council were present.

This the 15th day of August, 1988.

  
City Clerk





## **MOBILE HOME PARKS**

### **THISTLE LANE**

**4 SPACES**

**197 / 198 / 235 / 267**

**RICKY L HEDRICK  
C/O FAIRGROVE MART  
213 CEDAR LODGE RD  
THOMASVILLE, NC 27360**

### **501 ALBERTSON ROAD**

**SPACES 1 - 26**

**\*SPACES 27 - 45**

**2 DIFFERENT OWNERS**

**TROY C & JANICE S PARRISH  
709 FLAT SWAMP LAKE RD  
DENTON, NC 27239  
\* TONYA CECIL  
501 ALBERTSON RD - LOT 41  
THOMASVILLE, NC 27360**

### **MARSHALL'S MOBILE HOME PARK**

**1589 FISHER FERRY ST**

**23 SPACES**

**DANNY MARSHALL  
1493 OLD THOMASVILLE RD  
WINSTON-SALEM, NC 27107**

### **HILTON MOBILE HOME PARK**

**151 HASTY HILL RD**

**19 SPACES**

**1 - 22 BUT 17, 18, & 19 MISSING**

**JAMES R & MYRTLE HILTON  
340 HASTY SCHOOL RD  
THOMASVILLE, NC 27360**

### **HILTON NO. 2 MOBILE HOME PARK**

**297 HASTY HILL RD**

**LOTS 31 - 39**

**BEHIND OLD MAHAN APPLIANCE  
REPAIR BUSINESS**

**DONALD L COLTRANE  
349 HASTY SCHOOL RD  
THOMASVILLE NC 27360**

### **BECK'S MOBILE HOME PARK**

**336 PLEASANT GROVE CHURCH RD**

**lots addressed on Pleasant Grove Ch Rd &  
North Albertson Rd**

**BILLY R. BECK  
361 LIGHT RD  
THOMASVILLE, NC 27360**

### **NORTHSIDE MOBILE HOME PARK**

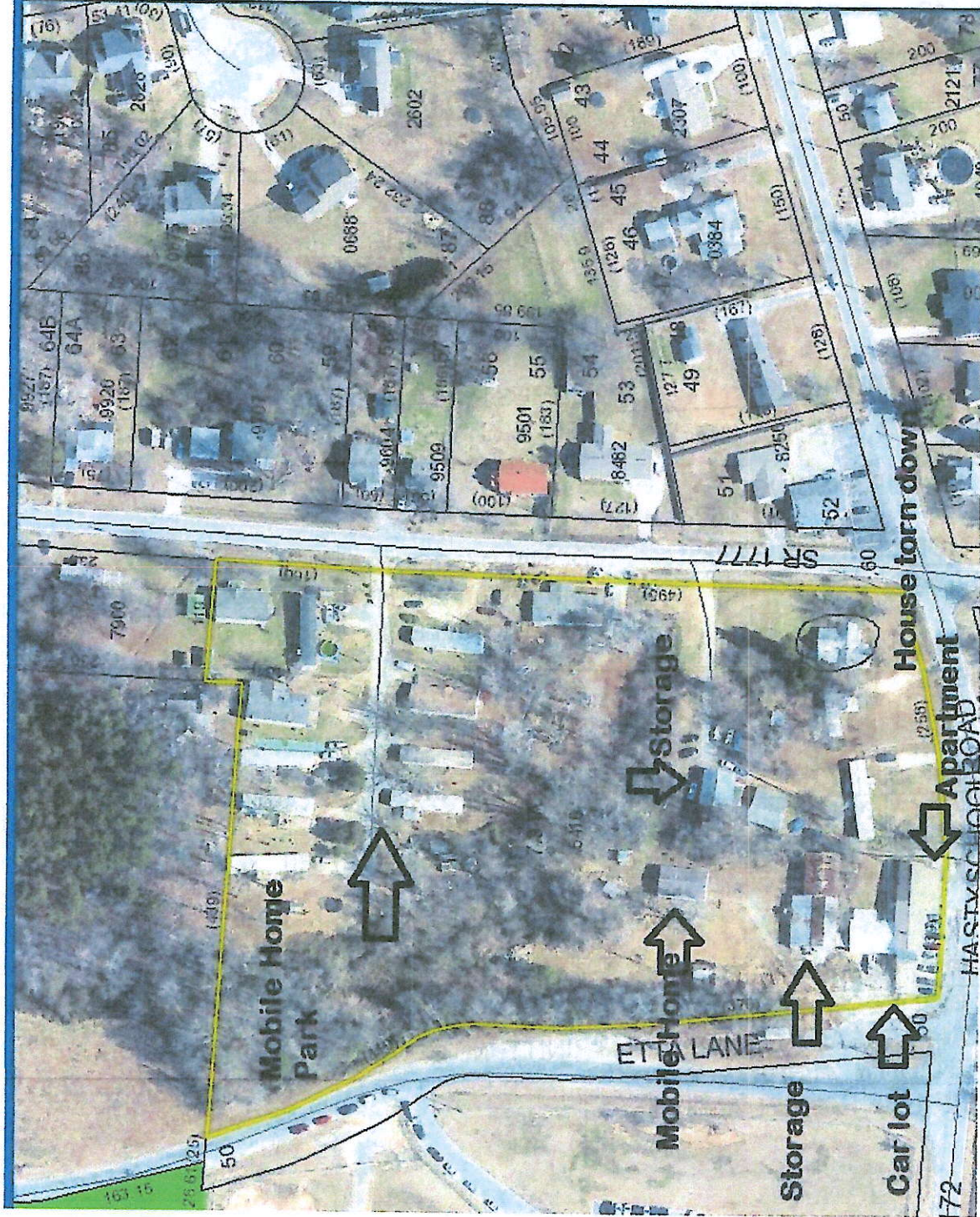
**456 PLEASANT GROVE CHURCH RD**

**SPACES 1 - 21 ON PLEASANT GROVE**

**722, 734, 742, 750 ON N. ALBERTSON RD  
DUPLEX & SFR ON THIS PARCEL ALSO**

**CLAYTON A. STONEMAN  
626 KENNEDY FARM RD NORTH  
TRINITY, NC 27370**



Adjoining ParcelsBuffer Parcel

Parcel Number: 1631400000013A

Pin Id : 6789-03-02-5416

Owner: COLTRANE PROP  
OF THE TRIAD LLC

180 SOUTH RD

HIGH

POINT NC 27262

345 HASTY

SCHOOL RD UNIT

A/B

Additional

Information: L13A BK2378-

Land Units: 1767 BURTON RD

Deed Book: 7.34 AC

Deed Date: 2378 Pg: 1767

Account

Number: 10/17/2019

Township: 9243557

Exempt Code: 16

Zoning: R10\*

Building Value: \$87,270.00

Other Building

Value: \$130,000.00

Land Value: \$232,530.00

Market Value: \$449,800.00

Assessed Value: \$449,800.00

Deferred Value: \$0.00

- [View Property Card](#)
- [View Tax Bills](#)
- [View Deed Book and Page](#)
- [Available Link](#)

Additional Attributes



10-600-1  
11-559-2224 No Address  
12-343 Hasty School Rd.  
13-351 Hasty School Rd.  
14-353 Hasty School Rd.

d#

COLTRANE PROPERTIES  
10/17/2019







## Davidson County GIS



<b>Parcel Number :</b>	1631400000013A	<b>Land Units:</b>	7.34 AC
<b>Pin Id :</b>	6789-03-02-5416	<b>Deed Book:</b>	2378 Pg: 1767
<b>Owner :</b>	COLTRANE PROP OF THE TRIAD LLC 180 SOUTH RD HIGH POINT NC 27262	<b>Deed Date:</b>	10/17/2019
<b>Property Address:</b>	345 HASTY SCHOOL RD UNIT A/B	<b>Account Number:</b>	9243557
<b>Township:</b>	16	<b>Exempt Code:</b>	
<b>Building Value:</b>	\$87,270	<b>Other Building Value:</b>	\$130,000
<b>Land Value:</b>	\$232,530	<b>Market Value:</b>	\$449,800
<b>Assessed Value:</b>	\$449,800	<b>Deferred Value:</b>	\$0
<b>Legal Description :</b>	L13A BK2378-1767 BURTON RD		



## DAVIDSON COUNTY, NC -

10/10/2022 5:34:15 PM

COLTRANE PROP OF THE TRIAD LLC  
345 HASTY SCHOOL RD UNIT A/B  
9243557Return/Appraisal Notes: Parcel: 16-314-0-000-0013-A  
PLAT: / UNIQ ID 290222  
ID NO: 6789-03-02-5416

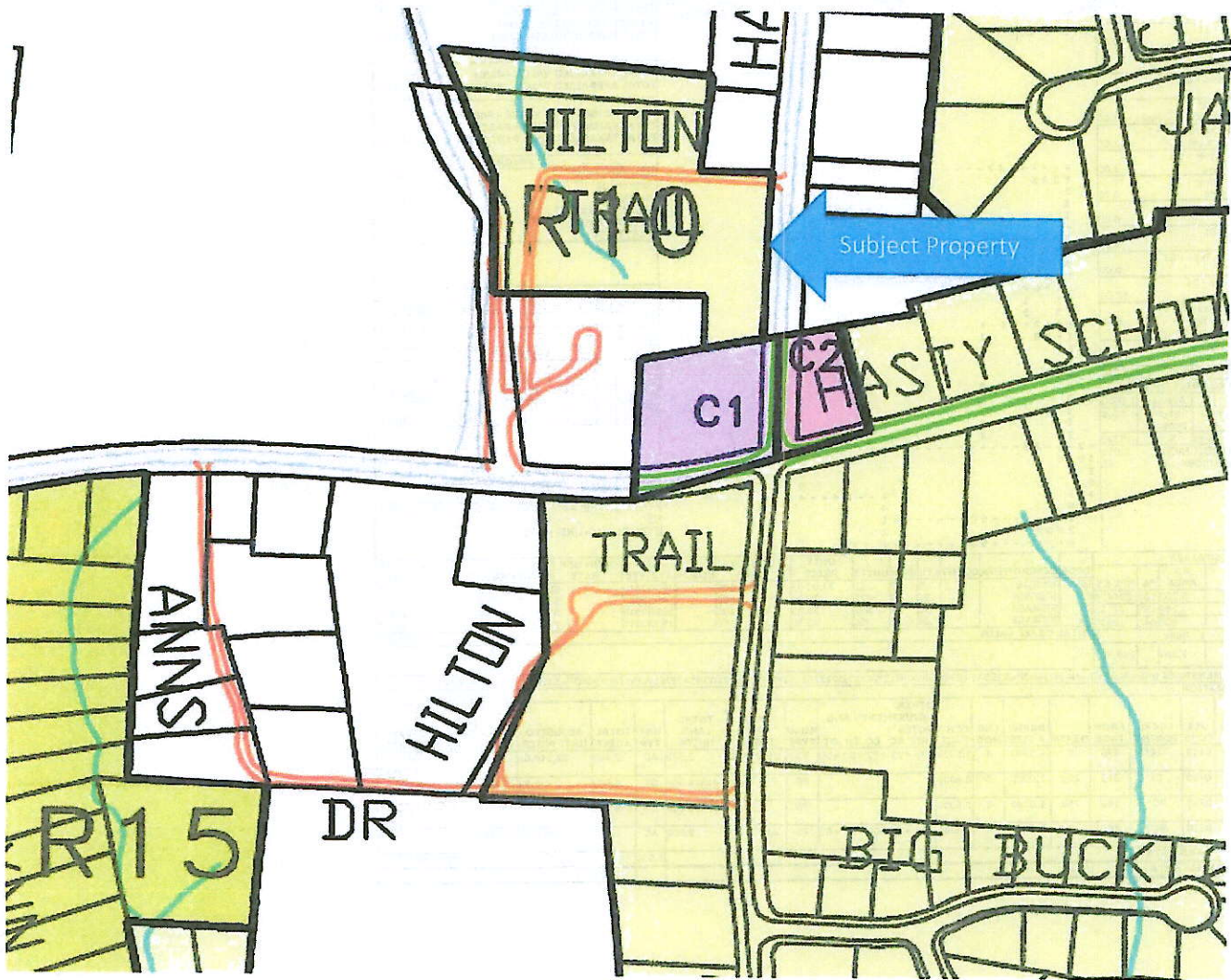
Owner: COLTRANE PROP OF THE TRIAD LLC

Reval Year: 2021 Tax Year: 2023  
Appraised by 19 on 01/01/2021 16108 THOMASVILLECITY OF TYVILLE (100), COUNTY WIDE (100)  
L13A BK2378-1767 BURTON RD  
CARD NO. 1 c 1  
7.3400 AC  
TW-16

SRC= AT- LAST ACTION 20220901

CONSTRUCTION DETAIL		MARKET VALUE		DEPRECIATION		CORRELATION OF VALUE																
Foundation - 3	Continuous Footing	4.00	USE MOD	AREA	QUAL	BASE RATE	RCN	EYE	AYE	Standard 0.70000	% GOOD	30.0	DEPR. BUILDING VALUE - CARD	87,270								
Sub Floor System - 2	Slab on Grade- Residential/Commercial	6.00	10	07	12,486	59	39.86	250907	1975	1969			DEPR. OB/XF VALUE - CARD	130,000								
Exterior Walls - 11	Concrete Block	10.00											MARKET LAND VALUE - CARD	232,530								
Exterior Walk - 01	Sliding Minimum/None	0.00											TOTAL MARKET VALUE - CARD	449,800								
Roofing Structure - 07	Wood Truss	8.00											TOTAL APPRAISED VALUE - CARD	449,800								
Roofing Cover - 03	Asphalt or Composition Shingle	3.00											TOTAL APPRAISED VALUE - PARCEL	449,800								
Interior Wall Construction - 1	Masonry or Minimum	2.00											TOTAL PRESENT USE VALUE - PARCEL	0								
Interior Floor Cover - 09	Pine or Soft Woods	3.00											TOTAL VALUE DEFERRED - PARCEL	0								
Interior Floor Cover - 03	Concrete Finished	0.00											TOTAL TAXABLE VALUE - PARCEL \$	449,800								
Heating Fuel - 01	None	0.00																				
Heating Type - 01	None	0.00																				
Air Conditioning Type - 01	None	0.00																				
Structural Frame - 04	Masonry	12.00																				
Ceiling & Insulation - 06	Not Suspended - Wall Insulated	5.00																				
Plumbing Fixtures		4.00																				
TOTAL POINT VALUE		55.000																				
BUILDING ADJUSTMENTS																						
Quality	3	Average	1.0000																			
Shape/Design	3	Slight Irregular	1.0200																			
Size	Size	Size	1.0300																			
TOTAL ADJUSTMENT FACTOR		1.0500																				
TOTAL QUALITY INDEX		58																				
SUBAREA																						
TYPE	GS	AREA	%	RPL	CLS	DR	MR	SITE	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	AYE	EYE	ANN DEP RATE	OVR	% COND	OB/XF DEPR. VALUE	
BAS		5,260	100	2044	01				25	27	675	7,000.00	100					1950	2014	S3	100	91000
FGR		1,204	155	725	01				32	28	896	23.00	100					1950	2010	S3	67	10400
FOP		900	043	1399	01				30	32	960	23.00	100					1950	2010	S3	67	14790
FIREPLACE	1 - None																					
TOTALS		7,364		290	907																	130,000
BUILDING DIMENSIONS BAS = V5GFGFGR = N43W14+OP = N150AS = E74N30W40N12W4 / S22W2520E155W17515E125W14543E285W25518E256FOP = S12E60N12W60SE60N4242N20.																						
LAND INFORMATION																						
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONT DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES	ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES						
RURAL AC	0120	R10*	670	0	1.5840	4	1.5500 +30 +25 +00 +00 +00	PS	9,000.00	2,570	AC	2,460	22,140.00	56900		TOTAL=						
COMMERCIAL	0700	C1	215	200	1.0000	0	0.8000	PS	1.00	41818.000	SF	0.800	0.80	33454		0.96AC						
COMMERCIAL	0700	RC*	140	250	1.0000	0	0.8000	PS	1.00	37026.000	SF	0.800	0.80	79621		0.85AC						
MH TR PARK	0210	R10	280	0	1.2710	4	1.3300 +08 +25 +60 +00 +00	PS	22,500.00	2,960	AC	1,690	30,025.00	112554								
TOTAL MARKET LAND DATA										5,530												
TOTAL PRESENT USE DATA																232,530						

345 Hasty School Road  
Zoning R-10



Zoning Map colors index:

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



Google Maps 301 State Rd 1777

Thomasville, North Carolina

Google Street View

Feb 2023

See more dates



Image capture: Feb 2023 © 2023 Google

Thomasville

NC

Hasty Bar

school

4100

▼

Hasty School

Public School



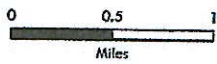


# City of Thomasville Land Development Plan

## DEVELOPMENT & RE-DEVELOPMENT AREAS



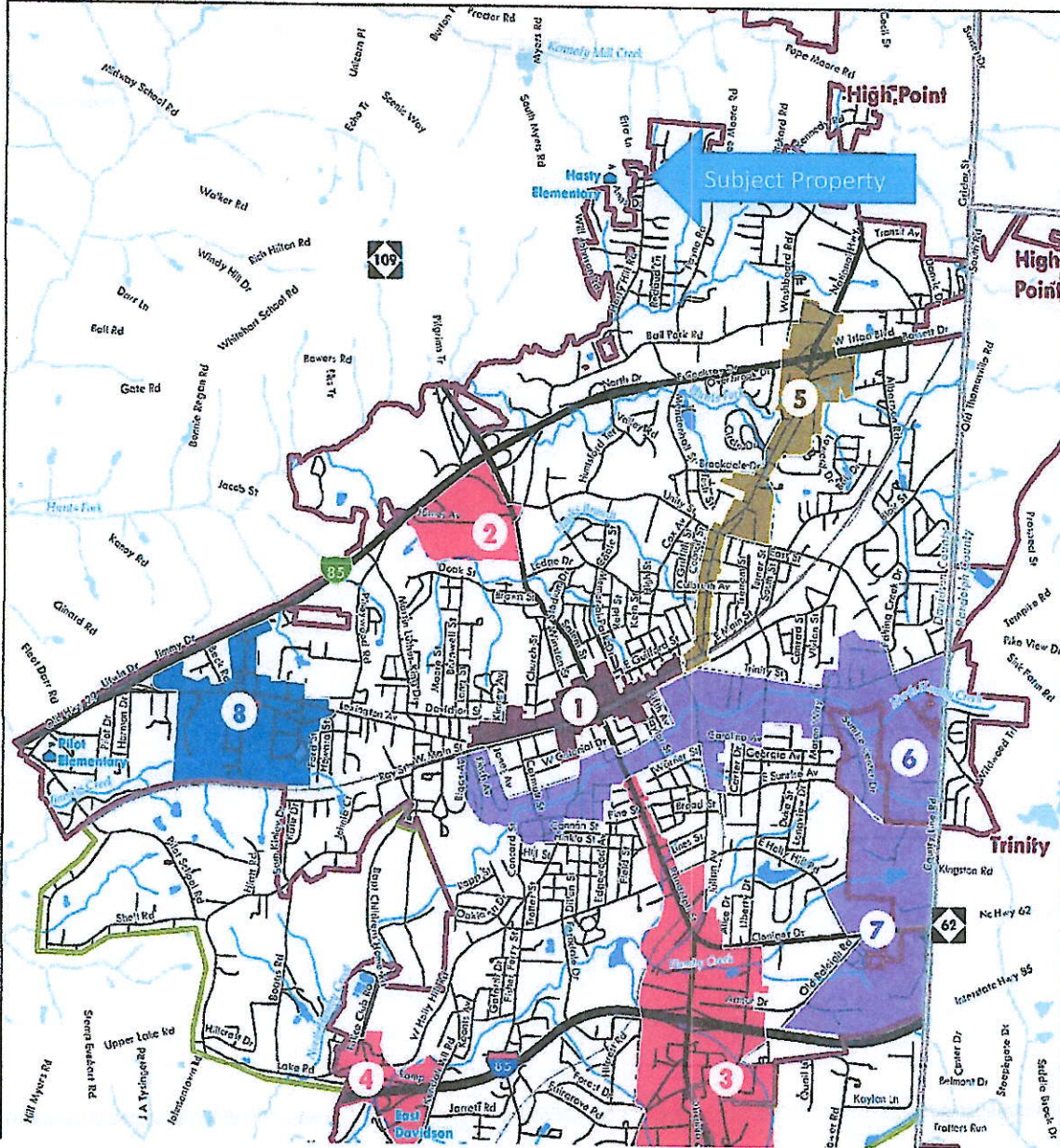
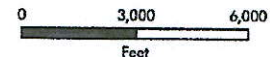
- Highway
- Road
- Railroad
- Stream
- Municipal Limits
- ETJ Boundary
- County Boundary
- Downtown Business District
- Commercial & Mixed-use
- National Highway Commercial Corridor
- Industrial
- Medical & Mixed-use



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



1 inch = 3,000 feet





**MOTION TO REZONE INCLUDING NCGS 160A-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 160A-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.

**MINUTES FOR THE THOMASVILLE CITY COUNCIL BRIEFING MEETING ON MONDAY, MAY 8, 2023 AT 4:00 PM AT 7003 BALLPARK ROAD, THOMASVILLE, NC.**

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

The following staff members attended the meeting: City Manager Michael Brandt, Assistant City Manager Eddie Bowling, City Attorney Misty Whitman, Recreation Director Cory Tobin, Finance Director Thomas Avant, Planning Director Chuck George, Human Resources Director Alisa Quick, Acting Police Chief Dustin Carter, and City Clerk Wendy Martin.

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 the following to the agenda:
  - 3.C. Proclamation – National Historic Preservation Month
  - 5.B. Closed Session on May 8, 2023 – Attorney/Client Issues
  - 5.C. Budget Discussion
  - 7.H. National Night Out Road Closure Ordinance

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

3. Recognitions and Presentations – to be presented on May 15, 2023
  - A. Proclamation – National Peace Officers Memorial Day (May 15) & National Police Week (May 15 – 21)
  - B. Proclamation – National Public Works Week (May 21 – 27)
  - C. Proclamation – National Historic Preservation Month (May)
4. Public Forum – A public forum will be held at the Council Meeting on May 15, 2023. Sign up sheets will be provided at the meeting.
5. Regular Agenda on May 8, 2023
  - A. Consideration of Approval of Contract with Hi-Toms Baseball Club, LLC for Use of City Facilities

City Attorney Misti Whitman advised Council that this contract included all the changes they requested at Committees, including:

- recategorized square footage of the office to not include the Clubhouse;



- the maintenance shed fee when NOT in exclusive use period, since the City maintains the field then;
- exclusive use period changed back to original dates;
- provision regarding negotiations was removed for next time; and
- allowed alcohol advertising signs during exclusive use period, which must be covered at other times.

Council Member Thrift moved to approve Contract with Hi-Toms for Use of City Facilities, if the contract was signed by Friday, May 12<sup>th</sup> at 3:00 P.M. Council Member Williams seconded. Motion approved 5 – 1 with Mayor Pro Tem Hunt voting against it.

B. Closed Session on May 8, 2023 – Attorney/Client Issues

Council Member Thrift moved to go into closed session for Attorney/Client issues. Council Member Hunt seconded. Motion unanimously approved 6 – 0.

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

C. Budget Discussion – Mayor York opened up the floor to any Council members for discussion regarding the proposed budget.

Mayor Pro Tem Hunt asked what would happen to the money budgeted to go to the EDC.

City Manager Brandt explained that it would stay in the budget, unless it got reallocated by Council. He said it would be transferred back into the Economic Development Fund Balance, since that's where those funds come from. He added, "A half-cent of our General Fund tax rate goes to Economic Development, and out of that we pay the fee. So, it more than likely would go back. You have the authority to allocate anywhere you want, but that's what we recommend."

There were no further questions.

*The following items were put on the Consent Agenda by the Council members for consideration on May 15, 2023:*

6. Consent Agenda

- A. Consideration of Approval of Minutes – Briefing Meeting on 04/10/2023
- B. Consideration of Approval of Minutes – Council Meeting on 04/17/2023
- C. Award of Contract – Demolition of 200 Kern Street
- D. Consideration of Grant Project Ordinance – CDBG Project NR (Neighborhood Revitalization – 11 Pine Street)
- E. Consideration of Budget Amendment 2023-P11-01

- F. Consideration of Revised Recreational Organizational Chart and Grades
- G. Consideration of Amendment to Personnel Policy Article III, Employment Standards: Section 3, Promotion. (This would eliminate any grandfathering of promotions without the current educational and experience requirements.)
- H. National Night Out Road Closure Ordinance

*The following items were put on the Regular Agenda by the Council members for consideration on May 15, 2023:*

7. Regular Agenda

- A. Consideration of Proposed Amendment to City Ordinance – Appendix A, Zoning, Article V, Section 3, Note 22 - Flea Markets/Open Air Sales (to ban the sale of dogs and cats at the flea market.)
- B. Presentation of Manager's Budget Message and Call for Public Hearing on June 5, 2023 at 20 Stadium Drive at 6:00 PM regarding the Proposed FY 2023/2024 Budget

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

9. Additional Items – N/A

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

---

Raleigh York, Jr., Mayor

---

Wendy S. Martin, City Clerk



## CITY OF THOMASVILLE COUNCIL MEETING MINUTES

**Monday, May 15, 2023 – 6:00 P.M.**

7003 Ball Park Road, Thomasville, NC 27360

Mayor Raleigh York, Jr. ~ Mayor Pro Tem Doug Hunt

Elected officials in attendance: Mayor Raleigh York, Jr.; Mayor Pro Tempore Doug Hunt; and Council Members Ron Bratton, Wendy Sellars, Lisa Shell, Jeannette Shepherd, 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 – City Manager Michael Brandt requested that Council:
  - Add 3. D. – Announcement of the new Police Chief
  - Remove item 5 G. – Consideration of Amendment to Personnel Policy Article III, Employment Standards: Section 3, Promotion – to send it back to the Personnel/Finance Committee for review; and
  - Add 8. Closed Session – for Attorney/Client matters.

Council Member Thrift moved to approve the agenda as amended. Mayor Pro Tem Hunt seconded. Motion unanimously approved 7 – 0.

### 3. Recognitions and Presentations

#### A. Proclamation – National Peace Officers Memorial Day (May 15) & National Police Week (May 15 – 21)

Council Member Bratton presented this Proclamation to Acting Police Chief Dustin Carter.

Council Member Bratton also listed the names of the Thomasville Police Officers who have given their lives in the service of Thomasville:

Mans Clodfelter	January 1, 1916
Chief J. E. Taylor	April 16, 1921
T. L. Reddick	February 2, 1928
Arnold Kemp	December 7, 1942
Robert G. Crawford	January 6, 1977
Dennis G. Spennett	January 8, 1977

Sgt. Fred Charles Ward passed away on July 8, 1960, not in the line of duty, but following a lifetime of service in the Thomasville Police Department.

Mayor Raleigh York, Jr. reported that a memorial service was held at the Police Department earlier that day.

Acting Police Chief Carter said that over 23,000 police officers have died in the line of duty in the United States since 1791. That's an average of one police officer every 58 hours.

He said, "Despite the dangers of this profession, law enforcement officers continue the call of duty of serving and protecting their communities... We must always remember the sacrifices these police officers have made and the bravery, heroism and dedication they exemplify every day while serving their communities... We are forever thankful for our officers and for the courage and bravery they display."

B. Proclamation – National Public Works Week (May 21 – 27)

Council Member Hunt read this Proclamation and said he was really impressed with Thomasville's Public Works Department. He said they are some great folks who do a great job and really get out into the community to try to help everybody out.

C. Proclamation – National Historic Preservation Month (May)

Council Member Shell presented this Proclamation to several members of the Thomasville Historic Preservation Commission and thanked them for all they do for the community.

D. Announcement of the New Thomasville Police Chief

City Manager Brandt announced that the City started a search for a new Police Chief with the assistance of Developmental Associates. The rigorous process included a personal screening of all the initial applications, public and media research, telephone interviews, an IQ test, and written, coaching, meeting and presentation exercises. The final candidates also underwent a panel interview with the Mayor, City staff and citizens.

City Manager Brandt said, "Throughout that whole process, there was one candidate that consistently outperformed everyone else. We had candidates from across the United States. The final candidates were from New Jersey, West Virginia and North Carolina. And after all that, I felt the best person to fill the Chief of Police is our Acting Chief of Police, Dustin Carter."

The swearing-in ceremony will be held in late May or early June.

Chief Carter thanked the City Managers, Mayor and City Council. He said, "It was a very rigorous and arduous process. It was very challenging, but I think it certainly measured the duties of what a police chief is... I look forward to serving such a wonderful group of men and women at the Police Department that sign up every



day to serve our community. So, for me, I'm honored, I'm humbled, and I'm grateful that I have that opportunity. I certainly look forward to serving our community and making Thomasville a safer place to live, work and visit. Thank you all."

4. Public Forum – No one came forward to speak.
5. Consent Agenda – City Manager Brandt spoke briefly about each of these items:

- A. Consideration of Approval of Minutes – Briefing Meeting on 04/10/2023

- B. Consideration of Approval of Minutes – Council Meeting on 04/17/2023

- C. Award of Contract – Demolition of 200 Kern Street

The City solicited bids for demolition of the Kern Street School building. The City received three bids, and staff recommends entering into a contract with EMR & DC Allen Company Partnership in the amount of \$197,500, which was the low bid on the project. Funding has been set aside from ARPA funds.

- D. Consideration of Grant Project Ordinance – CDBG Project NR (Neighborhood Revitalization – 11 Pine Street)

Approval of Grant Project Ordinance for 11 Pine Street CDBG-NR project in the amount of \$950,000. This Building Reuse Grant will provide funding for construction rehabilitation of the building.

- E. Consideration of Budget Amendment 2023-P11-01

The amendment appropriates necessary funding to comply with new GASB 96 requirements regarding an asset for the use of an IT/software agreement at the beginning of the subscription term of the Everbridge/Nixle subscription service. The amendment as appropriates contingency funding in the General fund for county contracted tax assessments and fund for legal services. In the Golf Course fund, it appropriates funds for HVAC system repairs at the clubhouse.

- F. Consideration of Revised Recreational Organizational Chart and Grades

City Council approved the combining of the Recreation Department and the Winding Creek Golf Course under one department manager. In addition, the organizational chart creates a new Recreation Program Director position that will oversee all programs, including athletics. If approved as presented, Appendix A of the Personnel Policy will be amended in that Recreation Program Director and Superintendent of Parks will be a Grade 31 in our salary grades, which is the same as the Golf Course Superintendent and Head Golf Professional.

- G. Consideration of Amendment to Personnel Policy Article III, Employment Standards: Section 3, Promotion

This item was sent back to committees for review.

H. National Night Out Road Closure Ordinance

National Night Out will be held at the Police Department on August 1, 2023 from 5:00 – 7:00 PM. West Main Street will be closed between Church Street and Kinney Avenue during this event.

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

6. Regular Agenda

A. Consideration of Proposed Amendment to City Ordinance – Appendix A, Zoning, Article V, Section 3, Note 22 - Flea Markets/Open Air Sales

Planning Director Chuck George said this Ordinance would ban the sale of cats and dogs at the flea market. The sale of livestock would still be permitted.

Council Member Bratton moved to adopt this Ordinance amendment. Mayor Pro Tem Hunt seconded. Motion unanimously approved 7 – 0.

B. Presentation of Manager's Budget Message and Call for Public Hearing on June 5, 2023 at 20 Stadium Drive at 6:00 PM regarding the Proposed FY 2023/2024 Budget

City Manager Brandt presented his Budget Message. This is available on the city website on the Finance Department's page at [Thomasville, NC \(thomasville-nc.gov\)](https://www.thomasville-nc.gov). He said:

The document serves as a resource allocation plan that meets the requirements of Section 159-11 of the North Carolina General Statutes by being balanced and prepared under the principles and rules of the Local Government Budget & Fiscal Control Act and the City's Fiscal Policy currently in effect.

The proposed budget meets the vision of City Council to "Build a Better Thomasville Together." The budget presented is balanced in the amount of \$49,526,223.

It is allocated as follows:

• General Fund	\$31,900,107
• Water/Sewer Enterprise Fund	\$14,625,083
• Winding Creek Golf Course Fund	\$965,952
• Storm Water Management Fund	\$103,380
• General Capital Reserve Fund	\$0



• Water/Sewer Capital Reserve Fund	\$0
• School Fund	\$1,772,201
• Police Restitution & Forfeitures Fund	\$100,400
• Beautification Fund	\$45,100
• Cemetery Fund	\$14,000
• Reservoir Fund	\$0

#### KEY HIGHLIGHTS:

There is no proposed property tax increase this year, keeping it unchanged at \$0.62 per hundred dollars of valuation.

The City school tax remains unchanged at \$0.195 per one hundred dollars of property valuation.

At the direction of City Council, the budget proposes a \$10 increase in the annual Vehicle Tax (\$20 total) to be allocated for public transportation and additional funds for street maintenance.

The proposed budget recommends an average water/sewer utility rate increase of 4.75% based upon the 2022 rate study recommendations.

#### OTHER AGENCIES THAT THE CITY FUNDS:

• PACE Group	\$33,000
• City Beautification Commission	\$45,000
• Davidson County Economic Development	\$50,000
• MLK Peace Conference	\$1,000

**CONCLUSION** The total combined recommended budget for fiscal year 2023-2024 for all City personnel, operations, equipment, capital improvements and debt service is \$49,526,223. This is the sum of 11 funds.

Thomasville is blessed with a strong and loyal workforce that truly wants to provide its citizens with quality services. The budget, if fully implemented, provides the resources necessary for them to maintain, and even expand, service levels our citizens have come to expect. I look forward to working with Council and staff as we serve the community and work toward meeting the vision of Building a Better Thomasville Together.

While this budget is the proposal of the City Manager, it is neither final nor necessarily a reflection of what will be approved by the City Council. Once adopted, the budget may be amended by City Council at any regular or special meeting.

The Mayor and Council will review the recommended budget and receive comments at a public hearing scheduled for Monday, June 5, 2023 at 6:00 PM at

the new City Council chambers at the Aquatic & Community Center, 20 Stadium Drive.

City Manager Brandt thanked the City Council, Department Managers, and staff for their hard work and support while developing this budget. He said, "I especially want to thank Thomas Avant, Finance Director, and Eric Krpejs, Assistant Finance Director, for the many hours of work they have undertaken to ensure the accuracy and completeness of this budget document."

The proposed budget is available for review at the City Hall with the City Clerk. The Budget Summary and Message are available on the City's website.

Council Member Thrift moved to approve the Manager's Budget Message and to Call for Public Hearing as referenced above. Council Member Shell seconded. Motion unanimously approved 7 – 0.

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

Mayor, Council and the City Managers were excited to report that the Thomasville Aquatic and Community Center had its ribbon cutting. It includes a splash pad and zero entry pool, as well as a marvelous facility for parties and meetings. The pool will open Memorial Day weekend.

Council Member Williams said, "It just makes me so happy to think about all the kids learning to swim there. Playing on the splash pad. Having birthday parties. It's really remarkable, and I know it was a labor of love that I think every single department in the City had their hand in in some way. Not only do we deserve nice things, but we can have nice things, because we have remarkable staff who makes it happen."

Council Member Thrift encouraged everyone to attend the spectacular Memorial Day events in Thomasville.

Mayor York thanked all the staff who prepared the budget.

He reported that the 7 W. Guilford Committee had a Public meeting to get input regarding uses for the building at 7 W. Guilford Street. He said the meeting was well attended, and they got a lot of good input for the committee to discuss.

City Manager Brandt mentioned that City offices would be closed for the Memorial Day holiday.

Assistant City Manager Eddie Bowling thanked Council for approving the Kern Street Demolition. He said, "That's going to be a huge improvement to our City with the demolition and subsequent redevelopment."

8. Closed Session – Attorney/Client Matter



Mayor Pro Tem Hunt moved that Council go into closed session for an attorney/client matter. Council Member Sellars seconded. Motion unanimously approved 7 – 0. No action was taken in closed session.

9. Additional Items – Council Member Thrift requested that Council subcommittees meet on June 6, 2023 at 20 Stadium Drive at 3:00 P.M., instead of in the morning, due to a conflict. Council agreed unanimously.
10. Adjournment – Council Member Sellars moved to adjourn. Council member Williams seconded. Motion unanimously approved 7 – 0.

---

Raleigh York, Jr., Mayor

---

Wendy S. Martin, City Clerk

NORTH CAROLINA  
DAVIDSON COUNTY

EXCHANGE AGREEMENT

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Robert J. DaCosta and spouse, Maureen M. DaCosta, citizens and residents of Davison County, North Carolina, hereafter collectively referred to as "DaCosta", and City of Thomasville, a Municipal Corporation, hereafter referred to as "City".

WITNESSTH:

WHEREAS, DaCosta is the owner of that property commonly known as 24 and 28 W Main Street, Thomasville, NC, Davidson County Tax Parcel 16084000A0008 and being a portion of that property described in Deed Book 2302, Page 373 of the Davidson County Registry, and;

WHEREAS, City is the owner of the property commonly known as 22 W Main Street, Thomasville, NC, Davidson County Tax Parcel 16084000A0006 and being all of that property described in Deed Book 599, Page 347 of the Davidson County Registry, and;

WHEREAS, there is a discrepancy as to the ownership of a portion of the property located off of Main Street and Trade Street, Davidson County Tax Parcel 16084000A0013A and being a portion of that property described in Deed Book 999, Page 895 of the Davidson County Registry, and;

WHEREAS, the Parties desire to resolve all issues related to the ownership of said property, and;

NOW THEREFORE, in consideration of the foregoing, and of the mutual benefits to the Parties herein, the Parties hereinafter agree:

1. The City shall execute a special warranty deed conveying the property shown on Exhibit "A" and highlighted in yellow, being a rectangular shaped parcel being approximately 419 square feet, more or less, to DaCosta, and;
2. DaCosta shall execute a quit claim deed conveying any interest they may own in the property shown on Exhibit "A" and outlined in red, being a rectangular shaped parcel being approximately 1,004 square feet, more or less, to the City, and;
3. The City shall install a 4 foot metal fence along the new property boundary within the pedestrian alley that shall be L shaped, approximately 60 feet in length and 8 feet in width. This fence shall run along the new eastern property line and shall become the sole and separate property of DaCosta. All maintenance of the fence shall be the responsibility of DaCosta, and;



4. The City shall remove the small area of mulch and dirt in the southeastern corner of the parcel it is conveying to DaCosta and shall install asphalt in this area, and;

5. The City shall prepare all legal documents related to this transaction and shall record the documents at the expense of the City, and;

6. DaCosta agrees to allow the City to patch cracks and seal coat the disputed tract prior to such time as the final transfer is complete in an effort to protect and maintain City property for use by the public, before the final transfer of property is complete.

7. It is understood and agreed that the Parties will use their best efforts to complete this transaction by June 30, 2023.

IN TESTIMONY WHEREOF, the parties have executed this Contract in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

\_\_\_\_\_  
Robert J. DaCosta (SEAL)

City of Thomasville  
\_\_\_\_\_  
Mayor (SEAL)

\_\_\_\_\_  
Maureen M. DaCosta (SEAL)

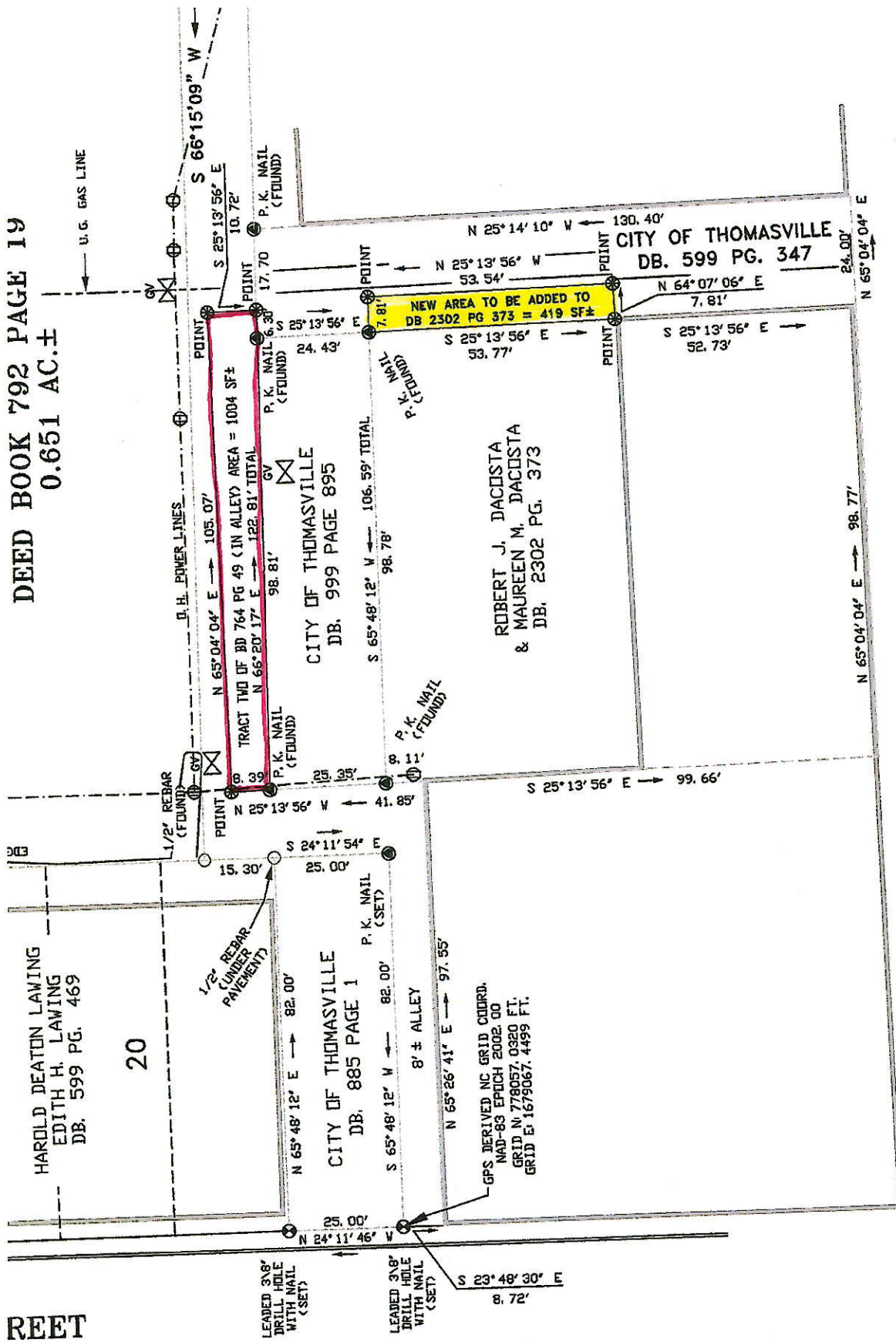
Attest  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Date of Execution

REET

DEED BOOK 792 PAGE 19  
0.651 AC.±



Preliminary Plat -  
Not for recordation,  
conveyances, or  
sales

SURVEYED BY  
CITY OF THOMASVILLE  
ENGINEERING DEPARTMENT  
10 SALEM STREET - 3<sup>RD</sup> FLOOR CITY HALL  
THOMASVILLE, NORTH CAROLINA 27360  
VOICE: 336-475-4257



# **CITY OF THOMASVILLE, NC**

**RESOLUTION NO. \_\_\_\_**

## **RESOLUTION TO AMEND THE PERSONNEL POLICIES OF THE CITY OF THOMASVILLE, NC**

**WHEREAS**, under the current personnel policy for the City of Thomasville, NC, there exists conflicting language regarding salary and benefits continuation and payment for the same in Article XII. Worker's Compensation and Accident Reporting (Section 12) and Article XIII. Worker's Compensation Leave (Section 19); and

**WHEREAS**, the City of Thomasville desires for its personnel policy to be clear and to reflect the usual and customary practices of the City; and

**WHEREAS**, in order to clarify the City's policies regarding worker's compensation, the Thomasville City Council recommends that its policies be amended; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Thomasville hereby deletes Article XII. Worker's Compensation and Accident Reporting (Section 12) and Article XIII. Worker's Compensation Leave (Section 19) and replaces the same with the following:

### **Article XII. Section 12. Worker's Compensation and Accident Reporting**

Personal safety is the responsibility of all concerned. The City Manager, department managers and supervisors share the responsibility for:

- 1) Providing safe work procedures and environments.
- 2) Implementing safety policies and programs.
- 3) Informing and training employees in safe work habits.
- 4) Detecting and correcting unsafe practices and conditions.
- 5) Investigating accidents and preparing accident reports.
- 6) Encouraging employees to report unsafe conditions and to submit safety suggestions.

Each City employee is responsible for:

- 1) Developing and maintaining safe work habits.
- 2) Promptly reporting all accidents and injuries to supervision.
- 3) Pointing out dangerous practices and working conditions to supervision.
- 4) Assisting with investigations of accidents.
- 5) Taking proper care of safety equipment.
- 6) Wearing proper clothing and avoiding loose sleeves, cuffs, rings, bracelets and long hair around moving machinery.
- 7) Knowing the location and use of fire extinguishers, the location of fire exits and the best method for reporting a fire or accident.

Safety on the job should be one of your most important personal concerns. The City considers safety a serious matter and safety rules and regulations will be strictly enforced.

City employees are protected by the North Carolina Workman's Compensation Act in the event of a job related injury or illness. Payments are made for medical expenses and salary for time lost from the job in accordance with provisions of the Act.

### **Continuation of Compensation and Benefits**

Employees shall receive salary replacement benefits after a mandatory 7 day waiting period pursuant to state guidelines (G.S. 97-28). Payments starting on the 8<sup>th</sup> day from injury will receive tax free payments directly from the insurance carrier. After 21 days of leave away from work, employees will be paid the income withheld during the initial 7 day waiting period. Salary compensation benefits will be calculated at sixty-six and two thirds percent (66 and 2/3%) of the employee's average weekly wages, pursuant state guidelines (G.S. 97-29).

Employees may use sick or vacation leave to make up the difference of their full weekly wages or to cover other payroll or benefit deductions. Employees shall not accrue additional sick or vacation leave while receiving workers compensation benefits.

To protect his or her interest under law, the employee has responsibility for promptly reporting all injuries resulting from on-the-job accidents in accordance with North Carolina Workmen's Compensation Act.

Such reports shall be made on North Carolina Industrial Commission Forms found in the Personnel Department. The department shall provide all necessary assistance in completing appropriate accident reports.

Employees injured in the performance of assigned duties also observe the City's accident reporting procedures. Employees must immediately report the accident to his/her immediate supervisor. The supervisor will complete an accident/injury report form. The supervisor shall report the accident and submit the accident report to the Personnel Director immediately.

If the accident involves damage to city-owned property, the accident report must also be submitted to the Finance Department. All accident reports involving City-owned vehicles must be reported to the City's insurance carrier within forty-eight (48) hours.



**Article XIII. Section 19. Worker's Compensation Leave**

An employee absent from duty because of sickness or disability covered by the North Carolina Worker's Compensation Act may receive Worker's Compensation benefits.

Upon reinstatement, an employee's salary will be computed on the basis of the last salary earned plus any increment or other salary increase to which the employee would have been entitled during the disability covered by Worker's Compensation.

Temporarily, employees will be placed on a leave without pay status and will receive all benefits for which they may be adjudged eligible under the Worker's Compensation Act. Employees will not receive and additional benefits outside of payment from the insurance carrier other than leave accrued prior to receiving Worker's Compensation.

Adopted this the \_\_\_\_ day of June, 2023.

CITY OF THOMASVILLE

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

Raleigh York, Jr., Mayor

Attest: \_\_\_\_\_

Wendy S. Martin, City Clerk

[SEAL]



## MEMORANDUM

**TO:** Michael Brandt, City Manager

**FROM:** Alisa Quick, Human Resources Director  
Thomas Manning, Risk Manager

**SUBJECT:** Worker's Compensation Policy Changes

**DATE:** May 19, 2023

**CC:** File

---

As societal, legal, or economic conditions change, it may be necessary to amend existing workers' compensation policies and procedures to adhere to new laws and or regulations. In order to ensure fair and effective coverage for employees, we are recommending updates to policies and procedures in accordance with the North Carolina Worker's Compensation Act (G.S. 97).

The existing and the proposed policies are attached for review. Proposed revisions include:

### **Article XII. Section 12. Worker's Compensation and Accident Reporting**

- Employees shall receive salary replacement benefits after a mandatory 7 day waiting period pursuant to state guidelines (G.S. 97-28);
- Employees will receive tax free payments directly from the insurance carrier;
- Salary compensation benefits will be calculated at sixty-six and two thirds (66-2/3%) of the employees' average weekly wages pursuant state guidelines (G.S. 97-29);
- Employees shall not accrue additional sick or vacation leave while receiving workers compensation benefits (Prior accrued sick or vacation leave may be utilized); and

### **Article XIII. Section 19. Worker's Compensation Leave**

- Temporarily, employees will be placed on a leave without pay status and will receive all benefits for which they may be adjudged eligible under the Worker's Compensation Act.

It is our intention to operate within guidelines and regulations as stated. We want to provide the best possible environment to ensure safety and efficiency for employees and the City. These changes will also help to encourage employees to participate in our Return-to-Work program (Article XIV of the Personnel Policy). This also lowers indemnity costs, increases productivity, and boosts morale of employees and co-workers.

The proposed policy would be effective July 1<sup>st</sup>, 2023, for new worker's compensation claims. This would not apply to pre-existing active worker's compensation claims. This policy is subject to periodic review and revision as appropriate in the future.



## Proposed Personnel Policies

### **Article XII. Section 12. Worker's Compensation and Accident Reporting**

Personal safety is the responsibility of all concerned. The City Manager, department managers and supervisors share the responsibility for:

- 1) Providing safe work procedures and environments.
- 2) Implementing safety policies and programs.
- 3) Informing and training employees in safe work habits.
- 4) Detecting and correcting unsafe practices and conditions.
- 5) Investigating accidents and preparing accident reports.
- 6) Encouraging employees to report unsafe conditions and to submit safety suggestions.

Each City employee is responsible for:

- 1) Developing and maintaining safe work habits.
- 2) Promptly reporting all accidents and injuries to supervision.
- 3) Pointing out dangerous practices and working conditions to supervision.
- 4) Assisting with investigations of accidents.
- 5) Taking proper care of safety equipment.
- 6) Wearing proper clothing and avoiding loose sleeves, cuffs, rings, bracelets and long hair around moving machinery.
- 7) Knowing the location and use of fire extinguishers, the location of fire exits and the best method for reporting a fire or accident.

Safety on the job should be one of your most important personal concerns. The City considers safety a serious matter and safety rules and regulations will be strictly enforced.

City employees are protected by the North Carolina Workman's Compensation Act in the event of a job related injury or illness. Payments are made for medical expenses and salary for time lost from the job in accordance with provisions of the Act.

#### **Continuation of Compensation and Benefits**

Employees shall receive salary replacement benefits after a mandatory 7 day waiting period pursuant to state guidelines (G.S. 97-28). Payments starting on the 8<sup>th</sup> day from injury will receive tax free payments directly from the insurance carrier. After 21 days of leave away from work, employees will be paid the income withheld during the initial 7 day waiting period. Salary compensation benefits will be calculated at sixty-six and two thirds percent (66 and 2/3%) of the employee's average weekly wages, pursuant state guidelines (G.S. 97-29).

Employees may use sick or vacation leave to make up the difference of their full weekly wages or to cover other payroll or benefit deductions. Employees shall not accrue additional sick or vacation leave while receiving workers compensation benefits.

To protect his or her interest under law, the employee has responsibility for promptly reporting all injuries resulting from on-the-job accidents in accordance with North Carolina Workmen's Compensation Act.

Such reports shall be made on North Carolina Industrial Commission Forms found in the Personnel Department. The department shall provide all necessary assistance in completing appropriate accident reports.

Employees injured in the performance of assigned duties also observe the City's accident reporting procedures. Employees must immediately report the accident to his/her immediate supervisor. The supervisor will complete an accident/injury report form. The supervisor shall report the accident and submit the accident report to the Personnel Director immediately.

If the accident involves damage to city-owned property, the accident report must also be submitted to the Finance Department. All accident reports involving City-owned vehicles must be reported to the City's insurance carrier within forty-eight (48) hours.

### **Article XIII. Section 19. Worker's Compensation Leave**

An employee absent from duty because of sickness or disability covered by the North Carolina Worker's Compensation Act may receive Worker's Compensation benefits.

Upon reinstatement, an employee's salary will be computed on the basis of the last salary earned plus any increment or other salary increase to which the employee would have been entitled during the disability covered by Worker's Compensation.

Temporarily, employees will be placed on a leave without pay status and will receive all benefits for which they may be adjudged eligible under the Worker's Compensation Act. Employees will not receive and additional benefits outside of payment from the insurance carrier other than leave accrued prior to receiving Worker's Compensation.



## Existing Personnel Policies

### **Article XII. Section 12. Worker's Compensation and Accident Reporting**

Personal safety is the responsibility of all concerned. The City Manager, department managers and supervisors share the responsibility for:

- 1) Providing safe work procedures and environments.
- 2) Implementing safety policies and programs.
- 3) Informing and training employees in safe work habits.
- 4) Detecting and correcting unsafe practices and conditions.
- 5) Investigating accidents and preparing accident reports.
- 6) Encouraging employees to report unsafe conditions and to submit safety suggestions.

Each City employee is responsible for:

- 1) Developing and maintaining safe work habits.
- 2) Promptly reporting all accidents and injuries to supervision.
- 3) Pointing out dangerous practices and working conditions to supervision.
- 4) Assisting with investigations of accidents.
- 5) Taking proper care of safety equipment.
- 6) Wearing proper clothing and avoiding loose sleeves, cuffs, rings, bracelets and long hair around moving machinery.
- 7) Knowing the location and use of fire extinguishers, the location of fire exits and the best method for reporting a fire or accident.

Safety on the job should be one of your most important personal concerns. The City considers safety a serious matter and safety rules and regulations will be strictly enforced.

City employees are protected by the North Carolina Workman's Compensation Act in the event of a job related injury or illness. Payments are made for medical expenses and salary for time lost from the job in accordance with provisions of the Act.

Salary will be continued with no charge against sick leave or vacation if a licensed physician gives a written certification or excuse of such absence from work or if the disability continues beyond six months. After that time, charges may be made against sick leave, vacation and then leave without pay.

To protect his or her interest under law, the employee has responsibility for promptly reporting all injuries resulting from on-the-job accidents in accordance with North Carolina Workmen's Compensation Act.

Such reports shall be made on North Carolina Industrial Commission Forms found in the Personnel Department. The department shall provide all necessary assistance in completing appropriate accident reports.

Employees injured in the performance of assigned duties also observe the City's accident reporting procedures. Employees must immediately report the accident to his/her immediate supervisor. The supervisor will complete an accident/injury report form. The supervisor shall report the accident and submit the accident report to the Personnel Director immediately.

If the accident involves damage to city-owned property, the accident report must also be submitted to the Finance Department. All accident reports involving City-owned vehicles must be reported to the City's insurance carrier within forty-eight (48) hours.

### **Article XIII. Section 19. Worker's Compensation Leave**

An employee absent from duty because of sickness or disability covered by the North Carolina Worker's Compensation Act may receive Worker's Compensation benefits.

Upon reinstatement, an employee's salary will be computed on the basis of the last salary earned plus any increment or other salary increase to which the employee would have been entitled during the disability covered by Worker's Compensation.

**Temporary** employees will be placed **in** a leave without pay status and will receive all benefits for which they may be adjudged eligible under the Worker's Compensation Act.



**§ 97-28. Seven-day waiting period; exceptions.**

No compensation, as defined in G.S. 97-2(11), shall be allowed for the first seven calendar days of disability resulting from an injury, except the benefits provided for in G.S. 97-25. Provided however, that in the case the injury results in disability of more than 21 days, the compensation shall be allowed from the date of the disability. Nothing in this section shall prevent an employer from allowing an employee to use paid sick leave, vacation or annual leave, or disability benefits provided directly by the employer during the first seven calendar days of disability. (1929, c. 120, s. 28; 1983, c. 599; 1987, c. 729, s. 5.)

## ARTICLE 1.

### Workers' Compensation Act.

#### Section

#### **§97-29. Rates and duration of compensation for total incapacity.**

(a) When an employee qualifies for total disability, the employer shall pay or cause to be paid, as hereinafter provided by subsections (b) through (d) of this section, to the injured employee a weekly compensation equal to sixty-six and two-thirds percent ( $66\frac{2}{3}\%$ ) of his average weekly wages, but not more than the amount established annually to be effective January 1 as provided herein, nor less than thirty dollars (\$30.00) per week.

(b) When a claim is compensable pursuant to G.S. §97-18(b), paid without prejudice pursuant to G.S. §97-18(d), agreed by the parties pursuant to G.S. §97-82, or when a claim has been deemed compensable following a hearing pursuant to G.S. §97-84, the employee qualifies for temporary total disability subject to the limitations noted herein. The employee shall not be entitled to compensation pursuant to this subsection greater than 500 weeks from the date of first disability unless the employee qualifies for extended compensation under subsection (c) of this section.

(c) An employee may qualify for extended compensation in excess of the 500-week limitation on temporary total disability as described in subsection (b) of this section only if (i) at the time the employee makes application to the Commission to exceed the 500-week limitation on temporary total disability as described in subsection (b) of this section, 425 weeks have passed since the date of first disability and (ii) pursuant to the provisions of G.S. §97-84, unless agreed to by the parties, the employee shall prove by a preponderance of the evidence that the employee has sustained a total loss of wage-earning capacity. If an employee makes application for extended compensation pursuant to this subsection and is awarded extended compensation by the Commission, the award shall not be stayed pursuant to G.S. §97-85 or G.S. §97-86 until the full Commission or an appellate court determines otherwise. Upon its own motion or upon the application of any party in interest, the Industrial Commission may review an award for extended compensation in excess of the 500-week limitation on temporary total disability described in subsection (b) of this section, and, on such review, may make an award ending or continuing extended compensation. When reviewing a prior award to determine if the employee remains entitled to extended compensation, the Commission shall determine if the employer has proven by a preponderance of the evidence that the employee no longer has a total loss of wage-



earning capacity. When an employee is receiving full retirement benefits under section 202(a) of the Social Security Act, after attainment of retirement age, as defined in section 216(l) of the Social Security Act, the employer may reduce the extended compensation by one hundred percent (100%) of the employee's retirement benefit. The reduction shall consist of the employee's primary benefit paid pursuant to section 202(a) of the Social Security Act but shall not include any dependent or auxiliary benefits paid pursuant to any other section of the Social Security Act, if any, or any cost-of-living increases in benefits made pursuant to section 215(i) of the Social Security Act.

(d) An injured employee may qualify for permanent total disability only if the employee has one or more of the following physical or mental limitations resulting from the injury:

(1) The loss of both hands, both arms, both feet, both legs, both eyes, or any two thereof, as provided by G.S. §97-31(17).

(2) Spinal injury involving severe paralysis of both arms, both legs, or the trunk.

(3) Severe brain or closed head injury as evidenced by severe and permanent:

- a. Sensory or motor disturbances;
- b. Communication disturbances;
- c. Complex integrated disturbances of cerebral function; or
- d. Neurological disorders.

(4) Second-degree or third-degree burns to thirty-three percent (33%) or more of the total body surface.

An employee who qualifies for permanent total disability pursuant to this subsection shall be entitled to compensation, including medical compensation, during the lifetime of the injured employee, unless the employer shows by a preponderance of the evidence that the employee is capable of returning to suitable employment as defined in G.S. §97-2(22). Provided, however, the termination or suspension of compensation because the employee is capable of returning to suitable employment as defined in G.S. §97-2(22) does not affect the employee's entitlement to medical compensation. An employee who qualifies for permanent total disability under subdivision (1) of this subsection is entitled to lifetime compensation, including medical compensation, regardless of whether or not the employee has returned to work in any capacity. In no



other case shall an employee be eligible for lifetime compensation for permanent total disability.

(e) An employee shall not be entitled to benefits under this section or G.S. §97-30 and G.S. §97-31 at the same time.

(f) Where an employee can show entitlement to compensation pursuant to this section or G.S. §97-30 and a specific physical impairment pursuant to G.S. §97-31, the employee shall not collect benefits concurrently pursuant to both this section or G.S. §97-30 and G.S. §97-31, but rather is entitled to select the statutory compensation which provides the more favorable remedy.

(g) The weekly compensation payment for members of the North Carolina National Guard and the North Carolina State Defense Militia shall be the maximum amount established annually in accordance with subsection (i) of this section per week as fixed herein. The weekly compensation payment for deputy sheriffs, or those acting in the capacity of deputy sheriffs, who serve upon a fee basis, shall be thirty dollars (\$30.00) a week as fixed herein.

(h) An officer or member of the State Highway Patrol shall not be awarded any weekly compensation under the provisions of this section for the first two years of any incapacity resulting from an injury by accident arising out of and in the course of the performance by him of his official duties if, during such incapacity, he continues to be an officer or member of the State Highway Patrol, but he shall be awarded any other benefits to which he may be entitled under the provisions of this Article.

(i) Notwithstanding any other provision of this Article, on July 1 of each year, a maximum weekly benefit amount shall be computed. The amount of this maximum weekly benefit shall be derived by obtaining the average weekly insured wage, as defined in G.S. §96-1, by multiplying such average weekly insured wage by 1.10, and by rounding such figure to its nearest multiple of two dollars (\$2.00), and this said maximum weekly benefit shall be applicable to all injuries and claims arising on and after January 1 following such computation. Such maximum weekly benefit shall apply to all provisions of this Chapter and shall be adjusted July 1 and effective January 1 of each year as herein provided."

(j) If death results from the injury or occupational disease, then the employer shall pay compensation in accordance with the provisions of G.S. §97-38. (1929, c. 120, s. 29; 1939, c. 277, s. 1; 1943, c. 502, s. 3; c. 543; c. 672, s. 2; 1945, c. 766; 1947, c. 823; 1949, c. 1017; 1951, c. 70, s. 1; 1953, c. 1135, s. 1; c. 1195, s. 2; 1955, c. 1026, s. 5; 1957, c. 1217; 1963, c. 604, s. 1; 1967, c. 84, s. 1; 1969, c. 143, s. 1; G.S. §971, c. 281, s. 1; c. 321, s. 1; G.S. §973, c. 515, s. 1; c. 759, s. 1; c. 1103, s. 1; c. 1308, ss. 1,



2; G.S. §975, c. 284, s. 4; G.S. §979, c. 244; 1981, c. 276, s. 2; c. 378, s. 1; c. 421, s. 3; c. 521, s. 2; c. 920, s. 1; 1987, c. 729, s. 6; 1991, c. 703, s. 4; 1999-456, s. 33(d); 2011; 2012; 2013, c. 2, s. 9.)

---

Return to [Table of Contents](#) page for **Chapter G.S. §97. Workers' Compensation Act.**

Display [Complete Text](#) of **Chapter G.S. §97. Workers' Compensation Act.**

---

N.C. Industrial Commission • 4340 Mail Service Center • Raleigh, NC 27699-4340

Main Telephone: (919) 807-2500 • Fax: (919) 715-0282

NCIC Home Page: <http://www.ic.nc.gov/>

# **CITY OF THOMASVILLE, NC**

**RESOLUTION NO. \_\_\_\_**

## **RESOLUTION TO AMEND THE PERSONNEL POLICIES OF THE CITY OF THOMASVILLE, NC**

**WHEREAS**, under the current personnel policy for the City of Thomasville, NC, there exists conflicting language regarding benefits contributions and payment for the same in Appendix C. Dependent Health Insurance Coverage; and

**WHEREAS**, the City of Thomasville desires for its personnel policy to be clear and to reflect the usual and customary practices of the City; and

**WHEREAS**, in order to clarify the City's policies regarding worker's compensation, the Thomasville City Council recommends that its policies be amended; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Thomasville hereby deletes the existing C. Dependent Health Insurance Coverage and replaces the same with the following:

### **Appendix C. Dependent Health Insurance Coverage**

The City will provide dependent care health insurance benefit options for active employees, eligible retirees and their families. When possible, the City will contribute a portion of dependent care benefit costs. The type of benefit options offered and the level of dependent care coverage provided is determined on an annual basis as the fiscal year budget allows.

Adopted this the \_\_\_\_ day of June, 2023.

**CITY OF THOMASVILLE**

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

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

[SEAL]





## MEMORANDUM

**TO:** Michael Brandt, City Manager  
**FROM:** Alisa Quick, Human Resources Director  
**SUBJECT:** Appendix C. Dependent Health Insurance Coverage Policy Changes  
**DATE:** May 23, 2023  
**CC:** File

---

The Thomasville City Council previously supported the idea of the City contributing funds towards dependent health care plans, in addition to our individual employee health care plan. This was done in an effort to enhance the City's employee benefits options to make them more affordable for recruiting and retention purposes. Dependents include the eligible family members of our employees.

Historically, the City did contribute to dependent coverage. However, effective July 1, 1997, they gradually reduced coverage. As of July 1, 1999, the City stopped contributing towards health premium costs for dependents of our employees. This revised policy would apply to both active employees as well as eligible retirees with more than twenty years of service, since they are enrolled under the same plan with different levels of coverage.

The existing and the proposed policies are attached for review. Proposed revisions include:

### **Appendix C. Dependent Health Insurance Coverage**

The City will provide dependent care health insurance benefit options for active employees, eligible retirees and their families. When possible, the City will contribute a portion of dependent care benefit costs. The type of benefit options offered and the level of dependent care coverage provided is determined on an annual basis as the fiscal year budget allows.

The proposed policy would be effective July 1, 2023, with the beginning of our health benefit plan year. This policy is subject to periodic review and revision as appropriate in the future.

## Proposed Policy

### **Appendix C. Dependent Health Insurance Coverage**

The City will provide dependent care health insurance benefit options for active employees, eligible retirees and their families. When possible, the City will contribute a portion of dependent care benefit costs. The type of benefit options offered and the level of dependent care coverage provided is determined on an annual basis as the fiscal year budget allows.



Existing Policy

**Appendix C. Dependent Heath Insurance Coverage**

The City will make contributions to provide a portion of dependent care coverage for employee's families should an employee elect to include coverage for his/her family. The amount of dependent care coverage provided is for a limited and specified period of time according to the following schedule:

<u>Fiscal Year</u>	<u>% of Dependent Cost</u>
July 1, 1997 – June 30, 1998	20 %
July 1, 1998 – June 30, 1999	10 %
July 1, 1999 Continuing	No Further Contributions

NORTH CAROLINA

LEASE AGREEMENT

DAVIDSON COUNTY

THIS LEASE AGREEMENT, made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Thomasville, a body politic, organized and existing under the laws of the State of North Carolina, hereinafter called Lessor, and Thomasville City Board of Education, a/k/a Thomasville City Schools, a body politic, organized and existing under the laws of the State of North Carolina, hereinafter called Lessee;

**WITNESSETH:**

That the Lessor, for an in consideration of the rents and other consideration as hereinafter stated, leases and lets to the Lessee for the following term and upon the following conditions, the premises known as Cushwa Stadium, and adjacent parking lots, 201 Stadium Drive, Thomasville, Davidson County, North Carolina; the premises known as Finch Field, and adjacent parking lots, 1220 National Highway, Thomasville, Davidson County, North Carolina; and the premises known as Doak Park, and adjacent parking lots, 301 W. Main Street, Thomasville, Davidson County, North Carolina, all hereinafter referred to as the "Premises".

1. The term of this lease shall be for three years beginning the 1<sup>st</sup> day of July 2023 and terminating on the 30<sup>th</sup> day of June 2026.

2. Lessee shall pay to the Lessor the following:

For annual use of these three facilities for regular season and Playoff Varsity Football, JV Football and Middle School Football (Cushwa Stadium) as well as Varsity and JV Baseball (Finch Field), and Girls Softball games (Doak Park). This also includes Graduation Ceremonies at Cushwa Stadium (if available).

Total cost of the Lease is \$16,000.00 for year one, \$18,000.00 for year two, and \$20,000.00 for year three. The Lease payments shall be made in 10 monthly installments each year (August – May). Year one, the 10 monthly installments will be \$1,600.00 each. Year two, the 10 monthly installments will be \$1,800.00 each. Year three, the 10 monthly installments will be \$2,000.00 each.



3. Lessor shall provide to Lessee upon the premises at Cushwa Stadium and Finch Field a verified working electronic scoreboard and a verified working public address system. The Lessor will provide verification to the Lessee prior to each use of aforementioned facilities by the Lessee.

4. Lessor shall mow and maintain the premises and all areas in and outside the premises.

5. Lessor shall clean all rest rooms prior to all football games, baseball games, softball games, and other events sponsored by Lessee.

6. Lessor shall clean the premises following each game and event sponsored by Lessee.

7. Lessor shall be responsible for all pest control on the premises.

8. Lessee shall be responsible for the staffing of the Cushwa Stadium area for all football games and events sponsored by Lessee. This includes at a minimum: Field Gate Supervisors, Gate Keepers and Off Duty Police Officers.

9. Lessee shall provide to Lessor a football, baseball, softball and other event schedules not less than thirty (30) days prior to the beginning of each football season, baseball season and softball season each year in which this lease is in effect. Lessor may use the premises during the term of this lease so long as said use shall not interfere with the football, baseball, softball and other event schedule provided to Lessor by Lessee.

10. Lessor shall have the exclusive right to operate and retain all proceeds received from, the concessions facilities from all food and drinks during all Thomasville City Schools sponsored football and baseball games (no such options exist at softball facilities). Lessor agrees that it shall not sell any alcoholic beverages in said concession facilities. Lessee shall not allow patrons to bring food, beverages, or coolers inside the outermost fence of the stadium (Cushwa) or baseball fields (Finch Field). Lessor shall provide all personnel and equipment to operate said concession facilities and shall be solely responsible for, and hold Lessee harmless from, any and all injury and/or damage to person or property occurring in said concession facilities or resulting from the consumption of said concessions.

11. Lessee shall have the exclusive right to retain all proceeds received from the sale of all novelties during games.

12. Lessee shall retain all proceeds from ticket sales from all football and baseball, and softball games and other events sponsored by Lessee.

13. Lessor shall retain all advertising proceeds generated by the scoreboard and fencing at Cushwa Stadium. Lessee may temporarily hang booster club and sponsors banners on the fence during events.

14. Lessee shall have the exclusive radio broadcast rights and privileges for football, baseball, softball and other events sponsored by Lessee.



15. The parties agree that there shall be no weapons allowed upon the premises during football or baseball, or softball games, or other events sponsored by Lessee, concealed or otherwise. Excepted from this ban are handguns brought into the parking lot or lots only, by concealed handgun permit holders, said weapons limited to handguns kept in a closed compartment or container within the person's locked vehicle, in compliance with North Carolina General Statutes §14-269 and §14-269.2. Lessor agrees to post, or to allow Lessee to post, in conspicuous locations and at all entrances into the premises that no weapons, concealed or otherwise, shall be allowed upon the premises during games or events sponsored by Thomasville City Schools except as set out above and in compliance with North Carolina General Statutes §14-269 and §14-269.2.

16. The parties agree that the use of tobacco products shall be prohibited according to North Carolina General Statute §115C-407 while facilities are under the use of the Lessee, a public school unit in North Carolina. The Lessee (Thomasville City Schools) agrees to provide signage ("sandwich board") to that effect in conspicuous locations at all entrances to the premises during games or events sponsored by Thomasville City Schools.

17. There shall be no parking lot activities prior to games and/or post game. Activities may be held in shelters surrounding the football stadium (Cushwa). Shelters can be reserved through Thomasville City Parks and Recreation Department. The lone exception will be for the game designated as HOMECOMING. Activities for this one specific game will be provided through the Thomasville Bulldog Booster Club in conjunction and collaboration with Thomasville City Schools.

18. Lessor shall pay all costs of utility services to the premises, including, but not limited to, water, electric, and gas services.

19. Lessor agrees to make all repairs required to the premises, said repairs are to be made in a good and workmanlike manner. Any areas deemed unsafe for use will be secured by the Lessor.

20. Lessee shall not assign this lease or sublet the premises in whole or in part without the prior written consent of Lessor, with the exception of any fees that Thomasville City Schools may access for those pre-game/tailgating activities associated with HOMECOMING in #17 above.

21. Lessee shall not make any alterations, additions, or improvements in or to the premises without Lessor's prior written consent. All alterations, additions, and improvements upon the premises made by either Lessor or Lessee shall become the property of Lessor and shall remain upon and become a part of premises at the end of the tenancy hereby created.

22. Lessee shall not remove any items of personal property or other items furnished by Lessor.

23. Lessee shall be responsible to insure all of its personal property located or stored upon the premises against the risks of damage, destruction, or loss resulting from theft, fire, storm, and all other hazards and casualties. Lessor shall not be responsible for such damage, destruction or loss unless caused by the negligent or intentional acts of Lessor or his agents.



24. Lessee agrees to release and indemnify Lessor from and against liability for injury to the person or property of Lessor or to any employees of Lessor resulting from the negligent or intentional acts of Lessee or its agents. Lessor agrees to release and indemnify Lessee from and against liability for injury to the person or property of Lessee, its employees, invitees, guests, game participants and customers resulting from the negligent or intentional acts of Lessor its agents and/or employees.

25. Lessee shall obtain a Certificate of Liability Insurance in the amount of \$1,000,000.00 naming Lessor as an additional insured and shall provide a copy of same to Lessor.

26. Upon any termination of the tenancy created hereby, Lessee shall vacate the premises removing therefrom all its personal property and return to Lessor all keys to the premises.

27. In the event Lessee shall fail to perform any of the promises, duties, or obligations agreed to in this lease agreement and such failure shall continue for a period of thirty (30) days after notice of such failure from Lessor to Lessee, then Lessor shall, in addition to all other rights and remedies provided by law, have the right, without further notice and with or without legal process, immediately terminate this lease agreement, and reenter the premises or to reenter and relet the premises without terminating this lease agreement and any future payments that may be due and payable from Lessee to Lessor shall be reduced by the amount of any lease payments Lessor may receive from a subsequent Lessee during the term of this lease agreement.

28. Upon any reentry pursuant to this paragraph, Lessor may, but shall not be obligated to, without liability to anyone for trespass or conversion, remove any personal property located in or about the premises and store such property at Lessee' expense. The personal property so removed shall be deemed abandoned if Lessee has not made a written demand therefor within thirty (30) days of Lessor's reentry. If Lessee makes such a demand, Lessor shall release such personal property to them upon payment by Lessee of the costs of removal and storage. If no demand is made, Lessor may discard the property without liability to anyone.

29. If Lessor employs an attorney to enforce its rights and remedies and Lessee hereby agrees to pay to the Lessor the reasonable attorney's fees, plus all other reasonable expenses incurred by it in exercising any of its rights and remedies in such event, should Lessor prevail.

30. If Lessor shall fail to perform any obligation imposed in this contract Lessee may employ an attorney to enforce its rights and remedies and Lessor hereby agrees to pay to the Lessee the reasonable attorney's fees, plus all other reasonable expenses incurred by it in exercising any of its rights and remedies in such event, should Lessee prevail.

31. The waiver of any breach of this Lease by either party shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or another provision of this contract.

32. If any portion or portions of this Lease shall be determined to be unenforceable, the remainder of this agreement shall nevertheless remain in effect and enforceable.

33. This Lease contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. Any and all changes, additions or deletions hereto must be made in writing and signed by all parties.

34. This Lease shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

35. This agreement shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Lessor and Lessee by and through their duly authorized representatives have hereunto set their hands and seals, the day and year first above written, in duplicate originals, a copy of which is retained by each party.

LESSOR:

THE CITY OF THOMASVILLE

\_\_\_\_\_(SEAL) Date \_\_\_\_\_  
Raleigh York, Jr., Mayor

ATTEST:

\_\_\_\_\_(SEAL) Date \_\_\_\_\_  
Wendy S. Martin, City Clerk

LESSEE:

THOMASVILLE CITY SCHOOLS

\_\_\_\_\_(SEAL) Date \_\_\_\_\_  
Dr. Chris Kennedy, Superintendent TCS

\_\_\_\_\_(SEAL) Date \_\_\_\_\_  
Kimberly Oliver, TCS Board of Education



ATTEST:

\_\_\_\_\_(SEAL) Date \_\_\_\_\_  
\_\_\_\_\_, Admin. Assistant to the Superintendent and Board of  
Education

(SEAL)

NORTH CAROLINA  
DAVIDSON COUNTY

I, \_\_\_\_\_, A Notary Public of said County and State, do hereby  
certify that Raleigh York, Jr. personally appeared before me this day and acknowledged that he  
is Mayor of the City of Thomasville, a body politic, and that he being authorized to do so,  
executed the foregoing on behalf of the City of Thomasville.

Witness my hand and notarial Seal/Stamp, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_(SEAL)  
Notary Public

My Commission Expires: \_\_\_\_\_

NORTH CAROLINA  
DAVIDSON COUNTY

I, \_\_\_\_\_, a Notary Public of said County and State, do hereby certify  
that \_\_\_\_\_ and \_\_\_\_\_ personally appeared before  
me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial Seal/Stamp, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_(SEAL)  
Notary Public

My Commission Expires: \_\_\_\_\_

## **SCHOOL RESOURCE OFFICER AGREEMENT**

**THIS AGREEMENT**, effective the 1<sup>st</sup> day of July, 2023 by and between the Thomasville City Schools Board of Education (hereinafter referred to as "TCSBE"), the governing body of the Thomasville City Schools (hereinafter referred to as "TCS") and Thomasville Police Department, (hereinafter referred to as "TPD"), and the Thomasville City Council (hereinafter referred to as "TCC") as follows:

### **WITNESSETH**

WHEREAS, the TCSBE has requested and the TCS and TPD have agreed to provide School Resources Officers (hereinafter "SRO" or collectively as "SROs") to be assigned along with supplies to certain schools in the Thomasville City Schools for which TCSBE has agreed to reimburse TPD for school year expenses in providing these officers; and

WHEREAS, the parties desire to set forth in this agreement the services to be performed by the SROs and the authority which each will have with respect to these SROs.

NOW THEREFORE, the parties hereto agree as follows:

### **ARTICLE I**

#### **Goals and Objectives**

We have defined a School Resource Officer as a sworn officer assigned to a school on a long-term basis trained to perform three major roles: law enforcement officer, law-related counsellor, and law-related educator. In addition, the officer works in collaboration with the school and the community as a resource for safety and security issues. It is understood and agreed that the parties share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the schools:

- To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies;
- The SRO assists the school administration in maintaining a safe and secure environment.
- A SRO's sworn duty to enforce the law does not contradict the need for the SRO to be a positive role model, but rather supports it. It is essential for an SRO to endorse high moral standards and use good judgment and discretion.
- SROs support school wide efforts to educate students on the consequences of unacceptable behavior, both in the school and in the community. In addition, the SRO works to educate students in crime prevention and personal safety.
- It is important to note that SROs are not school disciplinarians. SROs are not involved in investigating school rule violations,
- To encourage SROs to be visible by attending whatever possible extracurricular activities at schools, such as but not limited to: PTO meetings, athletic events, concerts, etc.;
- To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, riots, and other violations or noted reportable offense requiring law enforcement involvement;



- To make written reports of serious crimes that occur on campus, to conduct investigations, and to cooperate with other law enforcement officials in their investigation of crimes that occur at school;
- To cooperate with law enforcement officials in their investigation of criminal offenses which occur off campus;
- To build a trust relationship as well as an understanding of law and order with students, faculties and parents;
- To encourage SROs to provide traffic control at schools when deemed necessary for the safety and protection of students and the general public;
- To be a resource for other agencies in matters involving students and/or school personnel; and
- To provide immediate communication with the principal or principal's designee when an emergency happens on or around school grounds.
- Upon observing student cyber bullying and social media conflicts, the SRO shall notify the principal in order to provide a safe environment.

## **ARTICLE II**

### **Employment and Assignment of School Resource Officers**

1. Positions. The TCBE has authorized positions for two (2) SROs for the district, one (1) at the middle school and one (1) at the high school named herein. TPD agrees to employ not fewer than two (2) School Resource Officers (SROs) during the terms of this agreement. The SROs shall be employees of TPD and shall be subject to the administration, supervision, and control of TPD, except as such administration, supervision and control and subject to the terms and conditions of this agreement and personnel, benefits, and salary determined by TCSBE.

2. Salary of SROs. The TCSBE agrees to provide and to pay the SROs salary and employment benefits in accordance with the applicable salary schedules and employment practices of the TPD. The SROs shall be subject to all other personnel policies and practices of TPD except as such policies or practices may have to be modified to comply with the terms and conditions of this agreement and TCS/TCSBE policies and procedures.

3. Assignment of SROs. SRO positions shall be filled by the providing TPD's directives and selection process. SROs will not have prior serious performance issues in their work history to include documented evidence of harassment, discrimination, improper use of force, or other serious performance issues in their work history that would make the officer inappropriate for performing duties as a SRO. In addition, SROs should have positive experience working with youth and/or in a school setting and should be willing and able to serve as mentors for students. TCS may provide feedback to TPD regarding SRO selection and will be collaborative partners in the process. TPD shall ensure that all SROs participate in an orientation process conducted in collaboration between TPD and TCS to provide an overview of the School Resource Officer Program and review TCS policies and procedures. TPD, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs. The school principal and superintendent or designee will be a part of the interview team which will make a recommendation to TPD regarding the appointment of new SROs. Substitute



SROs shall be utilized, when possible, for extended leaves or absences. TPD shall hold the TCSBE free, harmless and indemnified from and against all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SROs.

Each individual SRO shall be assigned to each regular middle and high school as listed below:

Thomasville Middle School  
Thomasville High School

They shall also support, as needed, Liberty Drive Elementary School and Thomasville Primary School. Work at these schools will be based on specific need and weekly check-ins to build rapport and relationships with all district students. Such support shall not include traffic crossing duty.

4. Assignment of SRO Supervisor. TPD shall designate a regularly employed law enforcement officer to supervise the assigned SROs and to coordinate the functions of the SRO Program with the Superintendent or designee. The duties of the SRO Supervisor shall include coordinating work assignments of the SROs between various campuses; ensuring SRO compliance with directives and policies of TPD and TCS; coordinating SRO scheduling and work hours (vacation requests, sick leave, etc.); and addressing concerns and complaints regarding performance and conduct of SROs in collaboration with TCS and in accordance with TPD protocols. The duties of the SRO Supervisor will also include, but not be limited to, coordination of SRO activities between TCSBE and TPD; serving as liaison between school principals of the TCSBE and other SROs; advising other SROs regarding procedure; conducting school site assessments at all TCSBE schools pertaining to safe and secure school environments; communicating with the superintendent of the TCSBE or her designee on any situation deemed detrimental to the TCSBE or the schools by the SRO Supervisor; evaluation of all TCSBE safe school plans; assisting with TCSBE in the preparation and implementation for the crisis management plan; assisting on major incidents at any school within the TCSBE system; assisting in annual evaluation of SROs; reviewing incident reports; attending SRO seminars and conferences to assist the overall SRO program; and being available for the public speaking engagements regarding safe schools and the SRO program.

5. Chain of Command. The SRO is an employee of TPD and will follow established policies and procedures.

6. The SRO Supervisor will coordinate the daily activities of each assigned SRO. If the performance or working relationship is not to the principal's satisfaction, the principal will notify the SRO Supervisor and SRO Supervisor will remediate the SRO and if the problems persist, the SRO Supervisor will recommend to the Captain of the Division that the SRO be removed from the school or the SRO Division. If the SRO is removed from the school for any reason, TPD will have an obligation to replace that officer as soon as a suitable replacement is found. If the SRO is removed, a report of such removal shall be furnished to TPD and the TCSBE by the Captain of the Division.

### **ARTICLE III**

#### **Duties of Thomasville Police Department's Office (TPD)**

TPD shall provide SROs as follows:

1. Qualifications of the School Resource Officer. The Officer:
  - Shall be a commissioned officer and ideally, but not necessarily, have at least two years of law enforcement experience.



- Shall be able to work with students and serve as a good example.
- Shall be able to conduct in-depth criminal investigations.
- Shall possess even temperament and set a good example for students.
- Shall possess communication skills that will enable the officer to function effectively within the school environment.
- Shall successfully complete other requirements as may be stipulated by TPD.

2. SRO Trainings and Briefings. TPD shall ensure that its SROs maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in TPD in addition to any training and certification required under this Agreement. A representative from TPD can offer annual training for school administrators on identification of firearms and weapons as defined by law as well as issues related to school safety. The training will include policies and procedures pertaining to firearms and weapons on campus.

The summer schedule shall be established by TPD in conjunction with TCS. This schedule will include being on-site as needed during school sponsored events in the following months.

- June
- July
- August.

[Note: the schedule is flexible and will be determined prior to the end of the school year]

School Resource Officer Summer Training to be completed by TPD, (as needed):

Basic & Advanced School Resource Officer Training

Crisis Intervention Training (C.I.T.)

CPR/First Aid

Rapid deployment

Narcotics updates

Sex Offender Registry check

Yearly Mandated In-service Training

Cyber bullying and Social Media training

3. SRO Orientation and On-going Guidance Sessions. TPD shall collaborate with TCS to host an orientation and on-going guidance sessions of SROs and school administrators to discuss issues relevant to the School Resource Officer Program and operations. TPD shall require all SROs to attend TCS or TPD orientations and guidance sessions designed for SROs that may occur periodically during the school year during the SRO regular duty hours, so long as the scheduling of the guidance sessions offered by TCS do not conflict with assignments from TPD. Such guidance sessions shall be designed to provide resources to

SROs on topics relevant to the School Resource Officer Program, such as working with students with disabilities and special needs; student records and privacy issues; cultural competency and non-discriminatory administration of school discipline; positive behaviour interventions and supports; restorative justice and alternatives to incarceration programs; and mediation and conflict resolution processes with students. Repeated failure to attend TCS guidance sessions without a valid reason or proper notice may be grounds for the Superintendent to request removal of a SRO pursuant to **Article IV, Employment Status of School Resources Officer** herein.

4. SRO Work Schedule and Absences. When students are not in session in school for more than two (2) consecutive days, SROs may use appropriate procedures for utilizing sick leave, annual leave, or compensatory time. SROs may take accrued vacation time subject to the approval of the SRO Supervisor. TPD shall not utilize the SROs during the designated workday for duties other than set forth herein, except in emergency situations that necessitate removal of one or more SROs from their normal duties pursuant to the Agreement. In the event a SRO is temporarily unavailable on campus due to training, illness, approved leave, court hearing, or other reasons, TPD shall provide a replacement officer, whenever possible. TPD agrees to use all reasonable efforts to prioritize the assignment of replacement officers at the school campus sites.
5. Reporting. At least quarterly, TPD agrees to provide TCS reports of the aggregated number of referrals (reported by race, gender, and school assignment) of TCS students by the SRO to the adult criminal justice system, juvenile petitions, teen court referrals.
6. Weapons. TPD will provide standard issue weapons. Standard issue weapons will be worn by the SROs.

#### **ARTICLE IV**

##### **Employment Status of the School Resource Officers; Suspension or Reassignment**

Each individual SRO shall remain an employee of the Thomasville Police Department's Office, and shall not be an employee of the TCSBE. TPD shall provide their SROs with the same type benefits, equipment, supplies, and training as that provided to their regularly employed law enforcement officers.

If, in the discretion of the school principal, a SRO is not effectively performing his or her duties or responsibilities, and/or receives a complaint from a staff member, student or parent about actions of the SRO, the principal should report concerns to the SRO Supervisor to address the performance concerns. In the event concerns continue or persist, the principal or designee shall recommend to the Superintendent that the SRO be removed from the program and shall state the reasons in writing. After receiving the recommendation from the principal, the Superintendent or his/her designee, if s/he agrees, shall advise TPD of the request. TPD shall contact the Superintendent of his/her designee and shall agree to remove the SRO from serving TCS if, upon review by TPD, there is verifiable, documented evidence of on-going performance issues that has persisted despite the SRO being provided notice and an opportunity to improve.

In addition, if the principal documents SRO misconduct that threatens the health or safety of students or staff, TCS will immediately notify the SRO Supervisor and provide copies of such documentation, and TPD shall promptly remove the SRO from serving TCS until the completion of TPD's review of the misconduct, consistent with TPD's policies and ordinances and this agreement.



In the event of the resignation, dismissal, removal or reassignment of an SRO, TPD shall provide a replacement for the SRO within a reasonable period of time, to be discussed between the parties when a vacancy occurs. During such interim period, as much as reasonably possible, TPD shall assign an alternate law enforcement officer temporarily to carry out the duties of the SRO until a replacement can be secured.

Notwithstanding the foregoing, nothing in this agreement shall prohibit the Superintendent from preventing the access of any individual, including any assigned SRO, to TCSBE property if the Superintendent determines it is in the best interest of the health and safety of TCS students. Likewise, TPD reserves the right to suspend a SRO from duty with TCS. During any period of suspension under this section, TPD shall provide a replacement SRO pursuant to Article III, Section 4 herein.

## **ARTICLE V**

### **TPD Expectations of the SRO While Serving on Campus**

1. SRO Work Hours, Uniforms and Visibility on Campus. In the event any SRO is absent from work, the SRO shall notify both his/her supervisor in TPD and the principal of the school to which the SRO is assigned. SRO will be available on days' school is in session for students from 7:30 am until 3:30 pm and will be available for crisis and potential violent situations that may arise after school, at nights, and on weekends. The SRO will obtain authorization from the SRO Supervisor prior to working past 3:30 pm on school days, nights, and weekends. The SRO shall remain on the school grounds during normal school hours, except when necessary to attend to a law enforcement emergency, to attend any meetings or trainings described in this Agreement, or on limited occasions to attend to official law enforcement business off-campus. With the exception of emergency situations out of the SRO's control, the SRO shall give the SRO Supervisor and principal or designee reasonable advance notice of any times when the SRO is not expected to be on campus during normal school hours, and TPD will provide replacement officers to the extent possible in accordance with Article II, Section 6, of this Agreement. The SRO shall wear the official law enforcement uniform or other apparel issued by TPD at all times while serving on TCSBE.

2. SRO Mentoring and Outreach. Each SRO shall conduct himself or herself as a role model at all times and in all facets of the job; shall seek to establish a strong rapport with staff, faculty, students, and others associated with the school; and shall encourage students to develop positive attitudes towards the school, education, law enforcement officers, and positive living in general.

a. Interaction with parent and faculty groups. The SRO shall be strongly encouraged to attend meetings of parent and faculty groups to solicit their support and understanding of the School Resource Officer Program and to promote awareness of law enforcement functions during the SRO's regular duty hours.

b. Information on community resources. The SRO shall be familiar with community agencies that offer assistance to youths and their families, including but not limited to mental health clinics and drug treatment centers, and shall provide information on such agencies to students, parents, and/or school administrators when appropriate. In addition, the SRO shall provide information to the school principal, students, and parents regarding additional resources offered by community agencies providing afterschool and summer programs and opportunities for youth.

3. Law Enforcement Actions and Safety Interventions. The SRO may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and



security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonably calculated to protect the physical safety of members within the school community, while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and policies. Use of force may be implemented pursuant to TPD procedures and protocol as well as all applicable laws, if objectively reasonable based on the totality of the circumstances and shall not be excessive, arbitrary, or malicious. The SRO also shall, whenever possible, advise the principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety or security of those present on the school campus.

- a. Investigations and Arrests. Criminal investigations and arrests by SROs will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interrogations, searches, and arrests. The SRO shall promptly notify appropriate school authorities whenever a SRO asks a student questions of an investigative nature or takes any direct law enforcement action against a student; however, notifications may be withheld until deemed appropriate by the SRO if such notification would endanger a student or any other person or compromise an on-going criminal investigation. The appropriate school authorities shall promptly notify the parent(s) or guardian of any student suspended of criminal wrongdoing, whenever a SRO asks a student questions of an investigative nature or takes any direct action against any student suspected of criminal wrongdoing. SROs and school administrators shall collaborate and determine how such notice should be given in each individual circumstance. SROs shall comply with Miranda and juvenile Miranda rules whenever applicable in the course of questioning individuals suspected of criminal wrongdoing. If a SRO questions, searches, or arrests a student at school, all reasonable efforts will be made to remove the student from other students and bystanders or otherwise to not bring undue attention to the student.
- b. Searches. SROs shall be aware of and comply with all laws and standards regarding searches of persons and property while performing services pursuant to this agreement. In particular, SROs shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school administrators in connection with student discipline. At no time shall any SRO request that any TCS employee lead or conduct a search of a student for law enforcement purposes.
- c. Interrogations. In cases where the parent(s) or guardian cannot be reached and any questioning of a student is conducted without parental notification, the school principal or designee must be present during the questioning unless the SRO directs otherwise for safety or investigative reasons. Presence of the principal/designee does not in any way impact the SRO's duty, if applicable in the situation, to comply with the students Miranda or juvenile Miranda rights. At no time shall the SRO request that any TCS employee act as an agent of the SRO or law enforcement in any interrogation.
- d. Non-school Investigations. The SRO shall refrain from questioning students at school regarding non-school related matters unless the SRO has a warrant or unless questioning, searching or arresting a student on school property at that time is



necessary, in the discretion of the SRO, for the success of a law enforcement investigation or to prevent injury or crime.

4. School Discipline. The school administrator shall be solely responsible for implementing the student Code of Conduct and discipline policies. The school administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. The SRO shall refer any reports or concerns relating to student discipline to the principal or designee and shall not independently investigate or administer consequences for violations of the Student Code of Conduct or any school disciplinary rules. The SRO should generally not have any further involvement in routine disciplinary matters such as tardiness, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, and disrespectful behaviours and other similar minor infractions of school rules. School officials shall only request SRO assistance when necessary to protect the physical safety of staff, students, or others in the school environment.

- a. Searches. The SRO shall not conduct or participate in searches of students or their belongings in school disciplinary investigations, unless their assistance is requested by school personnel to maintain a safe and secure school environment.
- b. Interrogations. The SRO will not be involved in questioning of students initiated and conducted by school personnel in disciplinary matters unless requested by the school personnel to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his or her involvement to what is reasonably necessary to protect the safety and security of members of the school community and shall not lead the investigation or actively question students.

5. Joint Law Enforcement and School Discipline Investigations. In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety, it may be appropriate for school administrators and SROs to work in tandem. In such events, the criminal investigation takes precedence over school disciplinary issues. In such circumstances, the SRO shall be mindful of and clarify his or her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing. The SRO shall also adhere to all appropriate laws and standards governing law enforcement investigations and not assume that laws and standards that govern school disciplinary investigations will also apply to him or her in the course of conducting a criminal investigation.

6. Confidentiality; Access to Student Records. The SRO shall comply with all applicable laws, regulations, and TCSBE policies, including but not limited to laws, regulations and policies regarding access to confidential student records, provided that SROs shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The SRO may have access to confidential student records or to any personally identifiable information of a TCS student as defined in 34 CFR 99.3, only to the extent allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable TCSBE policies and procedures. SROs shall not automatically have access to confidential student records or personally identifiable information in those records simply because they are conducting a criminal investigation involving a student or for general non-specific purpose. School officials may, however, share relevant confidential student records and personally identifiable information contained in those records with SROs under any of the following circumstances:



- a. The SRO is acting as a "school official" (as it relates to accessing student records) as defined in 34 CFR 99.31 because he or she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed. For example, a SRO may be authorized to review the Behavior Intervention Plan of a student with a disability if the principal or designee has requested the SRO's assistance in deescalating physical conflicts and ensuring the physical safety of the student and others when the student becomes involved in interpersonal conflicts.
- b. The SRO has written consent from a parent or eligible student to review the records or information in question.
- c. The principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person's health or safety.
- d. The disclosure is made pursuant to a valid subpoena or court order, provided that advance notice of compliance is provided to the parent or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.
- e. The information disclosed is "directory information" as defined by TCSBE Policy 6.14, and the parent or eligible student has not opted out of the disclosure of directory information.
- f. The disclosure is otherwise authorized under FERPA, its implementing regulations, and applicable TCS policies and procedures.

7. Communication between SROs and Principals. The SRO is expected to meet with the school principal and members of the administrative team designated by the principal on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities.

8. Development of School Safety Plans. The SRO shall report any safety concerns to the school principal and or designee and shall confer with the school principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities. The school principal will contact any other school system personnel who should be involved in these discussions.

9. SRO Orientation, Annual SRO Summit and On-going Guidance Sessions. The SRO shall attend all orientations, meetings, summits, and information and guidance sessions scheduled during the SRO's regular duty hours as requested by TPD and/or TCS in accordance with Article III, Paragraph 3 herein.

## **ARTICLE VI**

### **Duties of TPD and TCS**

1. Provision of Office Space and Access to School Community. The TCSBE, Superintendent, and school principals agree to provide to each full-time SRO:



- a. Access to suitable accommodation at the school, which shall include a lockable room with limited access, telephone, desk, chair, computer and filing cabinet;
  - b. A radio for use on campus;
  - c. Keys to the assigned school; and
  - d. Reasonable opportunity to address students, teachers, school administrators, and parents about criminal justice, safety, and security issues relating to school-aged students.
2. Referrals to the SRO. Maintaining order in the school environment and investigating and responding to school discipline matters shall be the responsibility of the school administration. School administrators are expected to adhere to the student discipline procedures outlined in applicable state and federal law and Board policies. TCS shall refrain from involving the SRO in the response to student disciplinary incidents and the enforcement of disciplinary rules that do not constitute violations of law, except when necessary to support staff in maintaining a safe school environment. TCS shall provide training to school administrators regarding the role of the SRO and the appropriate involvement of the SRO in student matters that pose a threat to the safe school environment, at least on an annual basis. Such trainings shall include information on how to distinguish between the disciplinary infractions appropriately handled by school officials versus threats to school safety that warrant a referral to law enforcement.
3. Communications between SROs and Principals. School principals are expected to meet with SROs on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities. The TCSBE authorizes principals to report any crimes that occur on campus to the assigned SRO in compliance with all applicable state laws and TCSBE policies that require school officials to report criminal acts occurring on school grounds to law enforcement.
4. SRO Orientation, Annual SRO Summit and On-going Guidance Session. TCS shall coordinate an orientation for SROs to discuss an overview of the School Resource Officer Program and review TCS policies and procedures. TCS also shall host, in collaboration with TPD an annual summit of SROs and school administrators to discuss issues relevant to the School Resource Officer Program and operations. At least one administrator from each school with an assigned SRO shall attend the summit. In addition, TCS shall offer additional guidance sessions and resources to SROs on topics relevant to the School Resource Officer Program that may occur periodically during the school year, such as working with students with disabilities and special needs; student records and privacy issues; cultural competency and non-discriminatory administration of school discipline; positive behavior interventions and supports; restorative justice and alternatives to incarceration programs; and mediation and conflict resolution processes with students.
5. Data Collection and Reporting. TCS working in conjunction with SROs, shall maintain data listed in **Article III, Section 5** herein and other data on school-based discipline referrals that result in involvement with a SRO and/or law enforcement and review such data on an annual basis, including but not limited to the following information:
  - a. The name of the staff member taking the referral;
  - b. Detailed information to explain the circumstances that led to the referral, including a description of the conduct and the setting;
  - c. The name of the SRO or other law enforcement involved and any actions taken in the response to the incident;

- d. Names and roles of school staff members involved in the response to the incident;
- e. The date of the referral;
- f. The name, race, ethnicity, sex, age, disability status, English Language Learner (ELL) status, and grade level of the students being referred and all other students involved in the incident;
- g. Whether the referral to law enforcement was mandatory under G.S. 115C-228(g); and
- h. A summary of the actions taken as a result of the incident (e.g. based upon the school administrator's knowledge, whether the student was questioned, searched or arrested on campus by law enforcement).

In addition, principals are expected to maintain documentation of all notifications received pursuant to G.S. 7B-3101 regarding juveniles who are alleged or found to be delinquent and shall preserve the confidentiality of such documentation in accordance with G.S. 115C-404.

6. Review of SRO Program. The Superintendent or his/her designee shall collect feedback from principals at least annually regarding the SRO program and provide feedback to TPD regarding the SRO program and the performance of SROs on an annual basis.

## **ARTICLE VII**

### **Miscellaneous Provisions**

1. Sex Offender Registry Checks. The parties acknowledge that the requirements of G.S. 115C-332.1 apply to this Agreement. TPD shall conduct an annual check of all sworn law enforcement officers assigned as SROs on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. TPD certifies that no individual may provide services to TCSBE under this Agreement if he/she appears on any of the sex offender registries.

2. Relationship of Parties. TPD and TCSBE shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of any other party hereto. TPD maintains control over its personnel and any employment rights of personnel assigned under this Agreement shall not be abridged. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement to the extent permitted under North Carolina law.

3. No Third-Party Benefits. There are no third-party beneficiaries to this Agreement. Nothing in this Agreement shall create or give to third parties any claim or right of action against TPD or a SRO.

## **ARTICLE VIII**

### **Term of the Agreement**

The Agreement shall be for a term of three years. This Agreement **begins on July 1, 2023** and **ends on June 30, 2026**.



**ARTICLE IX**  
**Consideration**

1. TCSBE will pay the amount equal to the total salary and fringe salary allotment for two (2) SRO positions. This amount is currently \$190,507.34 and shall be paid over twelve months - \$94,323.13 for the High School SRO (Officer Harris) and \$96,184.19 for the Middle School SRO (Officer Jarrell). TCSBE understands that this amount is subject to adjustment based upon the actual Officer salaries including any replacement Officers that may be assigned to the SRO positions during the Term of this Agreement.

2. To comply with Executive Orders, States of Emergency, Acts of God or other local/state/federal decisions or mandates beyond school or TPD control, during the time in which students are not attending classes on campus for more than thirty days, SRO officers will not be assigned to the schools if TPD can utilize them elsewhere. TPD agrees to use its best efforts to utilize SRO officers in other TPD roles during such time. If TPD is able to use SRO officers in another capacity, the SRO officer payments will be prorated on a percentage basis. The amount of time that students are not attending class in person and officers are not assigned will be deducted from the total contract fees based on the amount of time SRO officers are not on site. TCSBE shall however remain responsible for the Ten Percent pay differential even if the SRO officers are utilized by TPD.

3. The Thomasville City Finance Department will send a financial statement each month to the finance officer of Thomasville City Schools to account for the SRO salary expenditures. The monthly statement for each of the twelve months will show the current month's salary expenditures and the total year-to-date SRO expenditures.

**ARTICLE X**  
**Insurance and Indemnification**

1. The City of Thomasville will purchase and maintain in full force and effect for the term of this agreement a general comprehensive liability insurance policy of no less than \$ 1,000,000 for any acts or omissions that occur or claims that are made during the term of the agreement. The Thomasville City Schools Board of Education shall be listed as an additional insured under such policy during the term of this Agreement.

2. TPD and TCS agree to hold the TCSBE its agents and employees free, harmless, and indemnified from risk against any and all claims suits, or causes of actions, including related costs or reasonable attorney fees, arising from or in any way out of the performance of the duties of the SROs or the SRO Program.

**Appendix A: Salary and benefits [effective July 1st, 2023]**

	Daniel Harris	Chet Jarrell	
Salary	\$ 62,518.98	\$ 62,992.50	
FICA	\$ 4,031.22	\$ 4,120.34	

Medicare	\$ 942.79	\$ 963.63	
Law Retirement	\$ 9,167.78	\$ 9,370.45	
Health Insurance	\$ 9,300.00	\$ 9,300.00	
Life Insurance	\$ 77.40	\$ 77.40	
401(k)	\$ 3,250.99	\$ 3,322.85	
Workers Comp	\$ 1,773.34	\$ 1,812.54	
Longevity	\$ 2,500.76	\$ 3,464.59	
Uniform Allowance	\$ 700.00	\$ 700.00	
Vision	\$ 59.88	\$ 59.88	
GRAND TOTAL	\$ 94,323.15	\$ 96,184.19	\$ 190,507.34
Per Month	\$ 7,860.26	\$ 8,015.35	\$ 15,875.61

**IN TESTIMONY WHEREOF**, the said parties have hereunto set their hands and seals to this Agreement, this the day and year first above written.

**Thomasville City Schools Board of Education**

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

\_\_\_\_\_  
Date

**Thomasville City Council**

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

\_\_\_\_\_  
Date

**Thomasville City Schools**

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

\_\_\_\_\_  
Date

**Thomasville Police Department**

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

\_\_\_\_\_  
Date



**Pre-Audit Certificates**

This agreement has been pre-audited by the City Finance Officer in the manner required by the Local Government Budget and Fiscal Control Act.

---

Date

This agreement approved on motion of Council, \_\_\_\_\_, seconded by Council, \_\_\_\_\_, and a vote of \_\_\_ in favour and \_\_\_ against.

## BUDGET ORDINANCE FOR FISCAL YEAR 2023-2024

Be it ordained by the City Council of Thomasville, N.C.:

SECTION 1. APPROPRIATIONS. The following amounts are hereby authorized for the operations of the City Government and its activities for the Fiscal Year beginning July 1, 2023, and ending June 30, 2024 according to the following schedules:

### SCHEDULE A. GENERAL FUND

010-4110	GOVERNING BODY/MAYOR & COUNCIL	1,430,887.00
010-4111	GOVERNING BODY/LEGAL	186,957.00
010-4114	GOVERNING BODY/ELECTIONS	18,000.00
010-4210	ADMINISTRATION/MANAGER & CITY CLERK	681,602.00
010-4410	FINANCE/ACCOUNTING	777,334.00
010-4411	FINANCE/TAX COLLECTION	156,000.00
010-4610	PERSONNEL/ADMINISTRATION	428,855.00
010-4710	MIS/ADMINISTRATION	883,667.00
010-4910	PLANNING/ADMINISTRATION	142,419.00
010-5020	CITY HALL/PUBLIC BUILDINGS	265,036.00
010-5110	POLICE/ADMINISTRATION	9,241,818.00
010-5310	FIRE/ADMINISTRATION	6,439,818.00
010-5410	INSPECTIONS/ADMINISTRATION	633,796.00
010-5510	ENGINEERING/ADMINISTRATION	245,451.00
010-5620	PUBLIC WORKS/BUILDING	432,979.00
010-5630	PUBLIC WORKS/STREETS	2,569,737.00
010-5640	PUBLIC WORKS/POWELL BILL	764,020.00
010-5660	PUBLIC WORKS/SOLID WASTE	3,079,615.00
010-5670	PUBLIC WORKS/FLEET SERVICES	444,588.00
010-5710	RADIO SERVICE/ADMINISTRATION	255,822.00
010-6210	RECREATION/ADMINISTRATION	222,186.00
010-6280	RECREATION/ORGANIZED PROGRAMS	568,836.00
010-6290	RECREATION/FACILITIES	1,399,626.00
010-9010	TRANSFER TO GOLF FUND	144,267.00
010-9010	GENERAL CAPITAL RESERVE	0.00
010-9010	CONTINGENCY	308,583.00
010-9010	NON-DEPARTMENTAL/ADMINISTRATION	178,208.00
	TOTAL EXPENDITURES	31,900,107.00



SCHEDULE G. POLICE RESTITUTION & FORFEITURE

041-5110	POLICE/ADMINISTRATION	100,400.00
	TOTAL EXPENDITURES	100,400.00

SCHEDULE H. STORMWATER FUND

032-7110	STORMWATER MANAGEMENT ADMINISTRATION	103,380.00
	TOTAL EXPENDITURES	103,380.00

SCHEDULE I. BEAUTIFICATION FUND

042-6410	BEAUTIFICATION/ADMINISTRATION	45,100.00
	TOTAL EXPENDITURES	45,100.00

SCHEDULE J. CEMETERY FUND

043-6510	CEMETERY/ADMINISTRATION	14,000.00
	TOTAL EXPENDITURES	14,000.00

SECTION 2. REVENUES. It is estimated that the following revenues will be available during the Fiscal Year beginning on July 1, 2023 and ending on June 30, 2024, to meet the foregoing appropriations, according to the following schedules and attached rate schedules:

SCHEDULE A. GENERAL FUND

010-301.0000	PROPERTY TAX - PRIOR YEARS	450,000.00
010-302.0000	PROPERTY TAX - CURRENT YEAR	14,495,238.00
010-303.0000	TAX PENALTIES AND INTEREST	175,000.00
010-310.0100	LOCAL OPTION SALES TAX	8,584,868.00
010-310.0300	OCCUPANCY TAX	225,000.00
010-310.0400	PAYMENT IN LIEU OF TAXES	25,000.00
010-310.0500	BUSINESS REGISTRATION	17,500.00
010-310.0700	SOLID WASTE DISPOSAL TAX	20,000.00
010-310.0800	ITINERANT MERCHANT PERMIT	300.00
010-320.0100	UTILITIES FRANCHISE TAX	1,835,000.00
010-320.0400	BEER & WINE TAX	116,000.00
010-322.0100	POWELL BILL STREET ALLOCATION	764,020.00
010-322.0200	POWELL BILL INTEREST	0.00
010-330.0100	BUILDING PERMITS	180,588.00
010-330.0200	FIRE PERMITS	3,400.00
010-331.0101	INSPECTION FEES - PLUMBING	49,000.00
010-331.0102	INSPECTION FEES - ELECTRICAL	51,000.00
010-331.0200	ZONING/SUBDIVISION	17,000.00
010-331.0500	DEMOLITIONS/LOT CLEANINGS	30,000.00
010-340.0100	SALE OF ASSETS	50,000.00
010-341.0100	RESIDENTIAL DISPOSAL FEE	952,232.00
010-340.0500	MOBILE GARBAGE TOTERS	7,000.00
010-340.0600	SALE - RECYCABLES	1,500.00
010-341.0201	RECREATION - CONCESSIONS	30,000.00
010-341.0202	RECREATION - PROGRAM FEES	55,000.00
010-341.0203	RECREATION - RENTALS	61,000.00
010-341.0204	RECREATION - SWIMMING	15,000.00
010-341.0300	RADIO/RENTALS	0.00
010-341.0301	CEMETERY SERVICE FEES	1,300.00
010-345.0100	LEASE REVENUE	150,000.00
010-350.0000	INTEREST EARNED ON INVESTMENTS	847,000.00
010-360.0200	OFFICER/ARREST FEES	3,600.00
010-370.0200	INSTALLMENT FINANCING	0.00
010-383.0100	INSURANCE PROCEEDS	0.00
010-385.0100	REIMBURSEMENT - WATER & SEWER FUND	1,369,600.00
010-385.0200	REIMBURSEMENT - SCHOOL RESOURCE OFFICER	183,665.00
010-385.3200	REIMBURSEMENT - STORMWATER MGMT. FUND	25,716.00
010-390.0000	ABC DISTRIBUTIONS	385,000.00
010-390.0100	CONTRIBUTION/DONATIONS	0.00
010-390.0109	MISCELLANEOUS	3,000.00
010-390.0300	POLICE BENEVOLENT	800.00
010-390.0900	MISCELLANEOUS	20,000.00
010-399.0600	RESERVED-ARPA	178,532.00
010-399.0200	APPROPRIATED POWELL BILL	0.00
010-399.0800	APPROPRIATED RECREATION RESERVE	0.00
010-399.0100	APPROPRIATED FUND BALANCE	521,248.00
	TOTAL REVENUES	31,900,107.00



# SCHEDULE B. GENERAL CAPITAL RESERVE FUND

020-380.1000	CONTRIBUTION FROM GENERAL FUND	0.00
020-390.0000	APPROPRIATED CAPITAL RESERVE	0.00
TOTAL REVENUES		0.00

# SCHEDULE C. UTILITY CAPITAL RESERVE FUND

021-380.3000	CONTRIBUTION FROM UTILITIES FUND	0.00
021-380-3001	CONTRIBUTION FROM WATER PLANT	0.00
021-390.0000	APPROPRIATED CAPITAL RESERVE	0.00
TOTAL REVENUES		0.00

# SCHEDULE D. WATER & SEWER FUND

030-332.0100	TAP & CONNECTION FEES	92,000.00
030-332.0200	RECONNECTION FEES	180,000.00
030-332.0300	PRETREATMENT CHARGES	9,000.00
030-332.0400	SURCHARGES	0.00
030-332.0500	MAINTENANCE CHARGES	18,000.00
030-340.0100	SALE OF ASSETS	20,000.00
030-343.0100	RETAIL WATER & SEWER	13,092,914.00
030-350.0000	INVESTMENT EARNINGS	80,000.00
030-370-0200	INSTALLMENT FINANCE	0.00
030-385-3200	REIMBURSEMENT STORMWATER FUND	0.00
030-390.0900	MISCELLANEOUS	5,000.00
030-390.0111	REIMBURSEMENT - CITY OF TRINITY	498,169.00
030-398.0100	APPROPRIATED RETAINED EARNINGS	630,000.00
TOTAL REVENUES		14,625,083.00

# SCHEDULE E. GOLF COURSE FUND

031-320.0700	FUEL TAX REFUND	500.00
031-340.0400	SPONSORSHIPS	7,300.00
031-341.0405	ANNUAL DUES	20,522.00
031-341.0401	GREEN FEES	456,285.00
031-341.0402	CART RENTAL FEES	267,138.00
031-341.0403	DRIVING RANGE FEES	63,440.00
031-341.0300	RENTALS	6,000.00
031-350.0000	INVESTMENT EARNINGS	0.00
031-370.0200	INSTALLMENT FINANCE	0.00
031-380.1000	TRANSFER FROM GENERAL FUND	144,267.00
031-390.0900	MISCELLANEOUS	500.00
TOTAL REVENUES		965,952.00

#### SCHEDULE F. CITY SCHOOL FUND

040-301.0000	PROPERTY TAXES - PRIOR YEAR	45,000.00
040-302.0000	PROPERTY TAXES - CURRENT YEAR	1,721,201.00
040-303.0000	PENALTIES	6,000.00
	TOTAL REVENUES	1,772,201.00

#### SCHEDULE G. POLICE RESTITUTION & FORFEITURE

041-321.0000	RESTITUTION	625.00
041-322.0700	FEDERAL FORFEITURES	50,450.00
041-322.0701	DEPARTMENT OF TREASURER	23,925.00
041-322.0800	CONTROLLED SUBSTANCE TAX	15,400.00
041-350.0000	INVESTMENT EARNINGS	0.00
041-380.1000	TRANSFER FROM GENERAL FUND	10,000.00
041-399.0100	APPROPRIATED FUND BALANCE	0.00
	TOTAL REVENUES	100,400.00

#### SCHEDULE H. STORMWATER FUND

032-335.0100	STANDARD FEE	103,380.00
	TOTAL REVENUES	103,380.00

#### SCHEDULE I. BEAUTIFICATION FUND

042-341.0300	RENTALS	0.00
042-350.0000	INVESTMENT EARNINGS	100.00
042-380.1000	CITY CONTRIBUTION TO BEAUTIFICATION	45,000.00
042-390.0900	MISCELLANEOUS	0.00
	TOTAL REVENUES	45,100.00

#### SCHEDULE J. CEMETERY FUND

043-380.1000	CITY CONTRIBUTION TO CEMETERY	10,000.00
043-390-0103	CONTRIBUTIONS - BUILDING	1,100.00
043-399-0100	APPROPRIATED FUND BALANCE	2,900.00
	TOTAL REVENUES	14,000.00



SECTION 3. TAXES LEVIED. There is hereby levied the following rates of tax on each one hundred dollars (\$100.00) valuation of taxable property, as listed for taxes on January 1, 2023 for the purpose of raising revenues as set forth in the foregoing estimates of revenues, and in order to finance the foregoing appropriations:

GENERAL FUND	0.6200
SCHOOL SUPPLEMENT FUND	0.1950
TOTAL TAX RATE	0.8150

Such rates of tax are based on an estimated total assessed valuation of property for the purposes of taxation of \$2,276,806,128.00 in the General Fund on an estimated rate of collection of 96.73% and \$1,000,529,655.00 for the School Fund on an estimated rate of collection of 88.22%. A Municipal Vehicle Tax for General Purpose as per NCGS 20-97(b1) in the amount of \$20.00 per registered motor vehicle is levied.

SECTION 4. DISTRIBUTION. Copies of this ordinance shall be furnished to the City Manager, Finance Director, and the Finance Department, to be kept on file by them for their direction in the disbursement of City Funds.

SECTION 5. ENCUMBRANCES AS OF JUNE 30, 2023. Funds appropriated in the FY 2022-2023 Budget and encumbered on June 30, 2023, shall be authorized as part of the Budget Appropriation by adoption of this Budget Ordinance.

SECTION 6. REAPPROPRIATION OF CONTINUING BALANCES AS OF JUNE 30, 2023

Unencumbered balances, as of June 30, 2023, of those continuing capital, grant, contracts, and other projects which were not completed in Fiscal Year 2022-2023, as well as certain operating account, contributions/donations, and special fund balances as of June 30, 2023, shall be reappropriated into the Fiscal Year 2023-2024 budget in order to allow for the completion of their original purposes. These funds shall be authorized as part of the Budget Appropriation by adoption of this Budget Ordinance.

This ordinance shall be in full force and effect upon its adoption.

---

Mayor

ATTEST:

---

City Clerk

The following Councilmembers voted in the affirmative:

The following Councilmembers voted in the negative:

Adopted this 20th day of June, 2023





Thomasville  
NORTH CAROLINA

## Fee Schedules

Effective 7/1/2023



**Public Records Requests**  
**Effective 7/1/2023**

**Duplication and Transmission Fees**

8.5" x 11" Single-Sided Hardcopy	\$0.10
8.5" x 11" Double- Sided Hardcopy	\$0.15
Compact Disk Read-Only Memory (CD-ROM)	\$0.49
Duplicated Site Plans, Architectural Drawings, Etc.	\$5.00 Each Printed Sheet
DVD Duplication of City Council Meeting	\$3.00

Copies of public records that are not otherwise collected or available in pre-printed form and that require an extensive use of clerical or information technology resources may be considered a special service and any request that requires labor in excess of 4 hours is subject to an hourly labor charge. The special service charge, if applicable, shall be \$18.50 per hour. This rate approximates the hourly rate of pay plus fringe benefits for the position of Office Support IV in the City's pay schedule (effective July 1, 2011). Charges under this provision shall be imposed for every 6 minute increment or fraction thereof, but shall not relate back to the first 10 minutes (i.e. \$1.85 / 6 minutes).

A fee of \$1.25 shall be charged for mailing copies of public records to any person, firm or corporation, unless the cost of postage exceeds \$1.00; in which case the fee for mailing shall be the actual postage plus \$1.22. The mailing fee shall be in addition to any other copying fee provided for herein.

**Distribution Media of GIS Databases Unit Cost**

11" x 17" map, black and white	\$4.00
11" x 17" map, color	\$10.00
18" x 24" map, black and white	\$5.00
18" x 24" map, color	\$20.00
36" x 48" map, black and white	\$6.00
36" x 48" map, color	\$25.00

Custom maps (with data analysis) are same price as above plus \$25.00 per hour for labor.

Compact Disk Read Only Memory (CD- ROM)	\$25.00
---	---------

In providing a response to a records request, the City will provide all audio tapes, DVDs, computer diskettes or other media requested.





Thomasville  
NORTH CAROLINA

**Thomasville Police Department**

**Effective 7/1/2023**

**Reports**

Accident Reports	\$1.00	
CAD Reports	\$1.00	
Arrest Reports	\$1.00	
Local Background Checks	\$1.00	City of Thomasville Only
Incident Report	\$1.00	

**Fingerprints**

Fingerprints (All Other)	\$10.00	1 or 2 Cards
Taxi Permits	\$25.00	Includes Picture ID
Event Permits	-	
ABC Permits	\$10.00	
Solicitors Permits	\$15.00	

**Animal Permits**

Breeding Animals	\$50.00
More than 3 dogs	\$25.00

**City Ordinance Violation / Parking Ticket**

Overtime Parking	\$3.00
Parking in Prohibited Zone	\$10.00
Improper Parking	\$10.00
Parking on Sidewalk	\$10.00
Fire Lane	\$25.00
Other Violations as Noted	\$10.00
Handicapped Parking	\$25.00
Civil Violations as Noted	\$50.00



**Thomasville Fire Department**  
**Effective 7/1/2023**

**Operational Permits Required**

Amusement Buildings	\$50.00
Carnivals & Fairs	\$50.00
Combustible Dust Producing Operations	\$75.00
Covered and Open Mall Buildings	\$50.00
Exhibits and Trade Shows	\$50.00
*Explosives - Fireworks	\$100.00
Flammable and Combustible Liquids	\$50.00
To operate tank vehicles, terminals, fuel-dispensing stations, etc.	-
To Place AGT and UST out of service - (for more than 90 days)	-
Change contents stored in flammable / combustible	-
Manufacture, process, etc. flammable/combustible tanks to greater hazard	-
Dispense liquid fuel into fuel tanks of motor vehicles at commercial	-
Utilizing a site to dispense fuel from tank vehicles	-
Fumigation and insecticidal fogging	\$50.00
High-Piled Storage	\$50.00
Liquid or gas fueled vehicles in Assembly Buildings	\$75.00
Places of Assembly Permit	\$20.00
Private Fire Hydrants	\$50.00
*Pyrotechnic Special Effects	\$100.00
Repair Garage	\$50.00
Spraying or dipping of combustible / flammable Liquids - comb powders	\$50.00
Temporary Membrane Structures and Tents	\$50.00
*Operational Review Fees	\$50.00

**Construction Permits Required**

** Automatic Fire-Extinguishing System	\$50.00
Battery Systems - Stationary Storage Battery Systems with a liquid capacity	\$50.00
Compressed gases - when amounts exceed Table 105.6.9	\$50.00
Cryogenic Fluids - exceeding Table 105.6.11	\$50.00
Emergency Responder Radio Coverage	\$50.00
** Fire Alarm and Detection Systems	\$50.00
** Fire Pumps & Related Equipment - generators, jockey pumps, etc.	\$50.00
** Flammable & Combustible Liquids - install, alter, repair, remove	\$50.00
Gates & Barricades across fire apparatus access roads	\$50.00





**Thomasville Fire Department**

Hazardous Materials - Exceeding Table 105.6.21	\$50.00
Industrial Ovens	\$100.00
LP - Gas - NC Dept. of Agriculture - Issued by Others	
Private Fire Hydrants	\$50.00
Smoke Control or Smoke Exhaust Systems	\$50.00
Solar Photovoltaic Power	\$50.00
Spraying or Dipping	\$75.00
** Standpipe Systems	\$75.00
Temporary Membrane Structures, Stage canopy & Tents - in excess of 800	\$50.00
** Construction Review Fees	\$50.00



**Planning and Inspections**  
**Effective 7/1/2023**

**Electrical Permit Fee Schedule**

**New Permit Fees**

60 AMP or Less	\$28.00
100 AMP	\$46.00
150 AMP	\$56.00
200 AMP	\$63.00
250 AMP	\$81.00
300 AMP	\$89.00
400 AMP	\$100.00
OVER 400 AMP	\$100.00 (\$0.26 per AMP)

**Rough Outlets, Switches or Lights** (Apply to Commercial, Industrial & Residential Additions, Alterations & Repairs)

1-20	\$12.00
21-40	\$17.00
41-60	\$20.00
61-80	\$25.00
81-100	\$30.00
Over 100	\$30.00 Plus \$0.10 each additional outlet or fixture

**Electric Heat, Heat Pump, or Gas Pack**

Per Circuit	\$8.00
-------------	--------



Mobile Home - Electric permit	\$58.00 (Must also get building permit)
Commercial Job Trailer - Electric Only	\$58.00

**Inspection Fee**

Residential	\$30.00
Commercial	\$50.00

**Miscellaneous**

Saw Service	\$8.00	
Service Inspection	\$9.00	
Panel Change	\$15.00	
Panel Change > 200 Amps	\$25.00	
Meter Base / Riser	\$15.00	
Serv Change - 200 AMPS	\$20.00 Residential	\$25.00 Commercial
Exhaust Fans	\$8.00	
Transfer Switch	\$15.00	
Generator up to 200 AMPS	\$27.00 (Over 200 AMPS, \$0.22 per AMP)	
Reconnect Moved House	\$15.00	
Other Mis. Use	\$8.00	
Household appliances	\$8.00	
Residential Temporary Power	\$30.00	
Commercial Temp Power	\$50.00	
Bonding - Swimming Pool	\$15.00	
Electric Motor	\$6.00	
Machinery Hookups	\$13.00	
Transformer	\$15.00	

**Solar Panels**

Residential Per Panel	\$10.00
Commercial Solar Panels	
1-25	\$10.00 Plus \$0.10 Each
26-50	\$250.00 Plus \$0.10 Each
51-75	\$400.00 Plus \$0.10 Each

76-100	\$550.00 Plus \$0.10 Each
101-1000	\$1,000.00 Plus \$0.10 Each
1001-2500	\$2,000.00 Plus \$0.10 Each
2501-5000	\$3,000.00 Plus \$0.10 Each
5001-7500	\$4,000.00 Plus \$0.10 Each
7500 Or More	\$5,000.00 Plus \$0.10 Each

### **Mechanical Permit Fee Schedule**

#### **New Installation or Change Out**

##### **Heat Pump / Gas Pack / Furnace**

Up to 100,000 BTU	30 KW	\$14.00
101,000 to 200,000	75 KW	\$17.00
201,000 to 300,000	100 KW	\$20.00
Over 300,000 BTU	100 KW	\$20.00

Each Additional BTU or Part thereof over 300,000 BTU: \$8.50

Through Wall Heat / Air	\$14.00
Duct Addition, Repair, Dampers	\$20.00
VAV Boxes	\$11.00
Spray / Paint Booth	\$17.00
Extra Trips	\$35.00

#### **Cooling Systems - Refrigeration**

Up to 5 Tons	5 HP	\$15.00
5.1 to 10 Tons	10 HP	\$19.00
10.1 to 15 Tons	15 HP	\$25.00
15.1 to 20 Tons	20 HP	\$29.00
20.1 to 30 Tons	30 HP	\$40.00
Over 30 Tons	30 HP	\$40.00

Each additional ton over 30 tons: add \$1.82 per ton

#### **Gas Appliances**

Gas Fired Appliances	\$11.00
Gas Logs	\$11.00



Gas Line	\$14.00
----------	---------

**Non-Residential Hood Systems - Face Area (Square Feet)**

0-25	\$19.00
25.1 - 50	\$29.00
50.1 - 75	\$37.00
75.1 - 100	\$45.00
Over 100	\$52.00

**Fuel Storage, Each Tank**

0 to 1,000 Gallons	\$13.00
1,001 to 5,000 Gallons	\$19.00
5,001 to 10,000 Gallons	\$28.00
Over 10,000 Gallons	\$33.00

**Inspection Fee**

Residential	\$30.00
Commercial	\$50.00

**Plumbing Permit Fee Schedule**

**Fixtures**

1	\$8.50
2	\$17.00
3	\$25.50
4	\$34.00
5	\$42.50
6	\$51.00
7	\$59.50
8	\$68.00
9	\$76.50
10	\$85.00
11	\$93.50

Additional Fixtures	\$8.50 Each
Sewer Connection- New Construction	\$8.50 Each
Water Connection- New Construction	\$8.50 Each
Inspection Fee - Residential	\$30.00
Inspection Fee - Commercial	\$50.00
Extra Trips	\$35.00
Residential Sprinkler System	\$75.00

12	\$102.00
13	\$110.50
14	\$119.00
15	\$127.50
16	\$136.00
17	\$144.50
18	\$153.00
19	\$161.50
20	\$170.00
21	\$178.50
22	\$187.00
23	\$195.50
24	\$204.00
25	\$212.50

#### **Plan Review, Permit, & Processing Fees**

##### **Zoning Fees**

Map Amendment - Processing and Advertising	\$500.00
Text Amendment - Processing and Advertising	\$500.00
Variance Interpretation - Processing and Advertising	\$350.00

##### **Development (Site) Plan Review (Multi-family / Non-Residential)**

New Structure	\$178.00	Plus \$37.00 @ Acre
Addition	\$109.00	Plus \$19.00 @ Acre
Accessory	\$74.00	

##### **Compliance Permit (Single-Family / Two-Family)**

New Structure, Addition, Accessory	\$25.00
------------------------------------	---------

##### **Certification Letter**

Zoning, Watershed, Flood Hazard	\$25.00
---------------------------------	---------



**Temporary Use**

See Itinerant Merchant Fees.

**Subdivision Fees** \$201.00

Subdivision Review Plus \$37.00 @ Lot  
(Includes Construction Plans, Preliminary Plats and Final Plats)

**Street Closing Fees**

Processing & Advertising \$831.00

**Stormwater Fees**

Engineering Review Fee (per device) \$1,250.00  
Low-Density Plan Review \$250.00  
Water Supply Watershed Plan Review \$250.00

**Voluntary Annexation Fees**

Processing & Advertising \$572.00

**Publications**

Zoning Ordinance \$15.00  
Subdivision Ordinance \$9.00  
Zoning Map \$25.00

**Social District Permits and Fees**

Sidewalk Dining Permit \$25.00

**Building Permit Fee Schedule**

0 - 1,000	\$30.00	30,000	\$175.00
1,001 - 3,000	\$40.00	31,000	\$180.00
3,001 - 5,000	\$45.00	32,000	\$185.00
6,000	\$50.00	33,000	\$191.00
7,000	\$55.00	34,000	\$196.00
8,000	\$61.00	35,000	\$201.00
9,000	\$66.00	36,000	\$206.00
10,000	\$71.00	37,000	\$211.00
11,000	\$76.00	38,000	\$217.00
12,000	\$81.00	39,000	\$222.00
13,000	\$87.00	40,000	\$227.00
14,000	\$92.00	41,000	\$232.00
15,000	\$97.00	42,000	\$237.00
16,000	\$102.00	43,000	\$243.00
17,000	\$107.00	44,000	\$248.00
18,000	\$113.00	45,000	\$253.00
19,000	\$118.00	46,000	\$258.00
20,000	\$123.00	47,000	\$263.00
21,000	\$128.00	48,000	\$269.00
22,000	\$133.00	49,000	\$274.00
23,000	\$139.00	50,000	\$279.00
24,000	\$144.00	51,000	\$284.00
25,000	\$149.00	52,000	\$288.00
26,000	\$154.00	53,000	\$293.00
27,000	\$159.00	54,000	\$298.00
28,000	\$165.00	55,000	\$302.00
29,000	\$170.00	56,000	\$307.00
57,000	\$312.00	85,000	\$443.00
58,000	\$316.00	86,000	\$447.00
59,000	\$321.00	87,000	\$452.00
60,000	\$326.00	88,000	\$457.00
61,000	\$330.00	89,000	\$462.00
62,000	\$335.00	90,000	\$466.00
63,000	\$340.00	91,000	\$471.00



64,000	\$345.00	92,000	\$476.00
65,000	\$349.00	93,000	\$480.00
66,000	\$354.00	94,000	\$485.00
67,000	\$359.00	95,000	\$490.00
68,000	\$363.00	96,000	\$494.00
69,000	\$368.00	97,000	\$499.00
70,000	\$373.00	98,000	\$504.00
71,000	\$377.00	99,000	\$508.00
72,000	\$382.00	100,000	\$513.00
73,000	\$387.00	101,000	\$518.00
74,000	\$391.00	102,000	\$522.00
75,000	\$396.00	103,000	\$527.00
76,000	\$401.00	104,000	\$532.00
77,000	\$405.00	105,000	\$536.00
78,000	\$410.00	106,000	\$541.00
79,000	\$415.00	107,000	\$546.00
80,000	\$419.00	108,000	\$550.00
81,000	\$424.00	109,000	\$555.00
82,000	\$429.00	110,000	\$560.00
83,000	\$433.00	111,000	\$564.00
84,000	\$438.00	112,000	\$569.00
113,000	\$574.00	141,000	\$705.00
114,000	\$579.00	142,000	\$710.00
115,000	\$583.00	143,000	\$714.00
116,000	\$588.00	144,000	\$719.00
117,000	\$593.00	145,000	\$724.00
118,000	\$597.00	146,000	\$728.00
119,000	\$602.00	147,000	\$733.00
120,000	\$607.00	148,000	\$738.00
121,000	\$611.00	149,000	\$742.00
122,000	\$616.00	150,000	\$747.00
123,000	\$621.00	151,000	\$752.00
124,000	\$625.00	152,000	\$756.00
125,000	\$630.00	153,000	\$761.00
126,000	\$635.00	154,000	\$766.00
127,000	\$639.00	155,000	\$770.00

128,000	\$644.00	156,000	\$775.00
129,000	\$649.00	157,000	\$780.00
130,000	\$653.00	158,000	\$784.00
131,000	\$658.00	159,000	\$789.00
132,000	\$663.00	160,000	\$794.00
133,000	\$667.00	161,000	\$798.00
134,000	\$672.00	162,000	\$803.00
135,000	\$677.00	163,000	\$808.00
136,000	\$681.00	164,000	\$813.00
137,000	\$686.00	165,000	\$817.00
138,000	\$691.00	166,000	\$822.00
139,000	\$696.00	167,000	\$827.00
140,000	\$700.00	168,000	\$831.00
169,000	\$836.00	197,000	\$967.00
170,000	\$841.00	198,000	\$972.00
171,000	\$845.00	199,000	\$976.00
172,000	\$850.00	200,000	\$981.00
173,000	\$855.00		
174,000	\$859.00		
175,000	\$864.00		
176,000	\$869.00		
177,000	\$873.00		
178,000	\$878.00		
179,000	\$883.00		
180,000	\$887.00		
181,000	\$892.00		
182,000	\$897.00		
183,000	\$901.00		
184,000	\$906.00		
185,000	\$911.00		
186,000	\$915.00		
187,000	\$920.00		
188,000	\$925.00		
189,000	\$930.00		
190,000	\$934.00		
191,000	\$939.00		



192,000	\$944.00
193,000	\$948.00
194,000	\$953.00
195,000	\$958.00
196,000	\$962.00

For all values exceeding \$200,000, fee is \$279.00 plus \$4.68 per \$1,000.00 of value over \$50,000.00

Modular Building - Use same pricing as above.

Permanent Sign - Per Building	\$50.00 Minimum Fee
Temporary Sign	\$30.00
Day Care - Child or Adult	\$100.00
Mobile Homes, Bldg. Permit Each Setup	\$50.00
(Requires Electrical Permit	
Swimming Pool - Residential	\$50.00
(Plus Electrical Permit)	
Swimming Pool - Commercial	Based on job value
(Plus Electrical Permit)	

Re-Inspection Fee Residential	\$35.00
Re-Inspection Fee Commercial	\$50.00
Not Obtaining Final Inspection	\$100.00
Demolition - Residential	\$50.00
Demolition - Commercial	\$100.00
Residential Occupancy Inspection	\$30.00
Commercial Occupancy Inspection	\$100.00
Temporary Certificate of Occupancy - Commercial	\$100.00
Commercial Construction Plans Review	\$200.00
Contractor Change Request - Building	\$50.00
Contractor Change Request - Subcontractors	\$25.00
Refund Request Administrative Fee	\$20.00
Home Owners Recovery Fee Code NC	\$10.00
(G.S. 87-15.6: Charge to General Contractors for Construction or Alteration to Single Family Dwellings Only)	

### Mowing Fee Schedule

#### Mowing & Trimming / Bush Hogging Prices

Up to .25 Acre	\$60.00
> .25 Acre up to .50 Acre	\$80.00
>.50 Acre up to 1 Acre	\$135.00

Original pricing for first acre of \$135.00  
plus per additional area  $(.25)(.25-.50)$   
(.50-1)

#### Extenuating Circumstances

Height of grass / vegetation in excess of 2 ft. over entire yard

Excessive trash / debris

Excessive trimming / weed eating

up to .50 acre \$25.00

more than .50 acre up to 1 acre \$50.00

(Before acceptance of content determined by staff)

#### Scale

.25 Acre (10,890 sq. ft.)

.50 Acre (21,780 sq. ft.)

.75 Acre (32,670 sq. ft.)

1 Acre (43,560 sq. ft.)

Administrative Fee \$25.00



**Itinerant Merchant Permit Fee Schedule**

Per Day	\$5.00
Per Week	\$10.00
Per Month	\$25.00
Per 3 Months	\$50.00
Per 6 Months	\$75.00
Per Year	\$100.00



**Recreation Fees**  
Effective 7/1/2023

**Program Fees**

Youth Sports	\$20.00 - Residents; \$25.00 - Non-residents; \$15.00 Late Registration Fee
Adult Sports	\$150.00 - \$450.00 Depending on League
After School	\$70.00 Per Month; \$20.00 Late Fee
Youth Camps	\$40.00 Per Week; \$20.00 Late Fee
Swimming Pool	\$2 - 18 & Under (2 & under: free); \$3 - Over 18; Season Summer Pass: \$50
Annual Craft Fair	\$20.00 Per Table Reservation
Classes	25% of total monthly revenue
Open Gym Membership (6 Months)	\$20 - Residents; \$25 - Non-residents
Community Special Programs	\$5 - \$25

<u>Rentals</u>	<u>Maintenance Deposit</u>	<u>4 Hours</u>	<u>Non-Resident</u>	<u>Add. Hour</u>	<u>Practices Only</u>	<u>All Day</u>	<u>Day Of</u>
Central Recreation Center							
Meeting Room	\$100.00	\$125.00	Add \$50.00	\$25.00/ Hour		\$225.00	\$50.00/Hour
Gym					\$30.00/Hour, \$15.00 for Supervisor		
Strickland Recreation Center	\$100.00	\$75.00	Add \$50.00	\$20.00/Hour		\$150.00	\$50.00/Hour
Ball Park Community Center	\$150.00	\$200.00	Add \$50.00	\$35.00/Hour		\$350.00	\$50.00/Hour
Thomasville Aquatic & Community Center							
Off-Season: Full Community Room	\$150.00	\$200.00	Add \$50.00	\$40.00/Hour		\$350.00	\$50.00/Hour
In-Season: Single Party Room					\$100.00 for 2 Hours, with 20 Swim Passes Included		
In-Season: Full Party Room					\$250.00 for 4 Hours , with 20 Swim Passes Included		
<i>All rentals will incur a \$50 late fee if not paid in full by the due date.</i>							
Exclusive Pool Rental		\$1,000.00 Access to Community Room and Pool for 4 Hours/time and Sessions Limited					
Farmer's Market/PACE Park	\$100.00	\$100.00		\$25.00/Hour			
Myers Park Ball Fields		1 Day/No Lights		1 Day w/Lights			
1 Field	\$100.00	\$150.00		\$200.00	\$15.00/Hour, \$15.00/Hour for lights		
2 Field	\$200.00	\$250.00		\$350.00			





**Recreation Fees**

**Effective 7/1/2023**

Finch Field Facility\*

Cushwa Stadium\*

\* Athletic Facility Usage and Contracts, if Schedule Allows

TCS School Agreement

Cushwa Stadium, Finch Field, Doak Park



**Schedule of Utility Fees (effective 7/1/2023)**

<b><u>Inside City Limits</u></b>		<b>WATER</b>	<b>SEWER</b>
Consumption Rate		\$ 5.58	\$ 7.43 per thousand Gallons a month
Customer Availability and equivalent fee (1)		\$ 10.75	\$ 20.94 per account a month
<b><u>Outside City Limits</u></b>		<b>WATER</b>	<b>SEWER</b>
Consumption Rate		\$ 12.56	\$ 16.72 per thousand Gallons a month
Customer Availability and equivalent fee (1)		\$ 24.20	\$ 47.12 per account a month
<b>BULK WATER</b>	(Tanker trucks)	\$ 10.40	per thousand gallons
<b>BULK SEWER</b>	(from approved sources)	\$ 14.76	per thousand gallons plus \$20.00 per load analytical fee
<b>Other Fees</b>		<b>Inside City</b>	<b>Outside City</b>
Temporary Utilities (10)		\$ 25.00	\$ 50.00
Account Transfer Fee		\$ 5.00	\$ 5.00
Returned Payment Fee		\$ 35.00	\$ 35.00
Late Penalty Fee		\$ 40.00	\$ 40.00
Meter locked		\$ 50.00	\$ 50.00
Meter Removal		\$ 75.00	\$ 75.00
Meter Exchange Fee (9)		\$ 60.00	\$ 60.00
Test Meter Fee (11)		\$ 150.00	\$ 150.00
Tampering Fee		\$ 150.00	\$ 150.00
Unauthorized Use of Water		\$ 150.00	\$ 150.00
<b>Utility Tap Permit and Inspection Fees</b>			
Water Tap Inspection		\$ 75.00	\$ 75.00
Sewer Tap Inspection		\$ 75.00	\$ 75.00
Reinspection Fee		\$ 50.00	\$ 50.00
<b>Deposits</b>			
Residential/Ownership (4)		\$ 25.00	\$ 50.00
Apartment/Rental Units (5)		\$ 50.00	\$ 100.00
Small Businesses (6)		\$ 50.00	\$ 100.00
Commercial/Industrial		\$ 100.00	\$ 100.00



<b>Fire Service Fee</b>	\$	76.11	Flat fee per month	\$	171.75	Flat fee per month
<b>Disposal Fee</b>	\$	7.25	Flat fee per month		\$7.25	Flat fee per month
<b>Garbage Carts</b>	\$	60.00	*subject to change if supplier rate changes			
<b>MONTHLY PRETREATMENT SAMPLING CHARGE</b>	\$	50.00	Application Fee			
Non-Significant Industrial User Permit	\$	64.00	per month			
Significant Industrial User Permit	\$	192.00	per month			
Significant Industrial User Permit, Categorical	\$	220.00	per month			
<b>SURCHARGE RATE FOR HIGH STRENGTH WASTE:</b>						
Biochemical Oxygen Demand	\$	100.00	per 1000 pounds per day			
Suspended Solids	\$	75.00	per 1000 pounds per day			

#### **Water & Sewer Availability Rates (effective 7/1/2023)**

##### **WATER**

<b><u>DESCRIPTION</u></b>	<b><u>RATE</u></b>
3/4" WATER INSIDE	\$ 10.75
1" WATER INSIDE	\$ 26.88
2" WATER INSIDE	\$ 86.00
3" WATER INSIDE	\$ 172.00
4" WATER INSIDE	\$ 268.75
6" WATER INSIDE	\$ 537.50
8" WATER INSIDE	\$ 860.00
10" WATER INSIDE	\$ 1,236.25
3/4" WATER OUTSIDE	\$ 24.20
1" WATER OUTSIDE	\$ 60.42
2" WATER OUTSIDE	\$ 193.36
3" WATER OUTSIDE	\$ 386.72
4" WATER OUTSIDE	\$ 604.26
6" WATER OUTSIDE	\$ 1,208.50
8" WATER OUTSIDE	\$ 1,933.60
10" WATER OUTSIDE	\$ 2,779.55

##### **SEWER**

<b><u>DESCRIPTION</u></b>	<b><u>RATE</u></b>
3/4" SEWER INSIDE	\$ 20.94
1" SEWER INSIDE	\$ 52.27
2" SEWER INSIDE	\$ 167.25
3" SEWER INSIDE	\$ 334.52
4" SEWER INSIDE	\$ 522.66
6" SEWER INSIDE	\$ 1,045.35
8" SEWER INSIDE	\$ 1,672.54
10" SEWER INSIDE	\$ 2,408.10
3/4" SEWER OUTSIDE	\$ 47.12
1" SEWER OUTSIDE	\$ 117.61
2" SEWER OUTSIDE	\$ 376.31
3" SEWER OUTSIDE	\$ 752.67
4" SEWER OUTSIDE	\$ 1,175.99
6" SEWER OUTSIDE	\$ 2,352.04
8" SEWER OUTSIDE	\$ 3,681.26
10" SEWER OUTSIDE	\$ 5,418.23

HYDRANT METER ASSEMBLY \$ 100.00  
INSIDE OR OUTSIDE

**Notation explanation from page 1 of fees:**

1. This value is equal to the customer availability fee plus the equivalents flow rating of the water meter. The equivalents factor is obtained by dividing the American Water Works Association (AWWA) standard for flow rating of water meters by the AWWA standard flow rating for a 3/4 inch water meter. 4. Residences shall include owner occupied single family dwellings and manufactured homes located on occupant owned land. 5. This category shall include apartments, homes, or any other rental units. Also included are mobile homes located on rental spaces regardless of ownership. 6. Shall consume less than 20,000 gallons per month and may include institutions. 9. Meter Exchange fee request by customer without reason or for meter damaged. 10. Temporary water & sewer service for residential clean-up or home inspection for sales. Service will be available for 10 days - includes first 1,000 gallons. Any consumption greater than 1,000 gallons used thereafter will be billed at normal rate. 11. Meter tested for accuracy by request of customer.

**CITY OF TRINITY - SEWER RATE**

<u>Meter Size</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
8" Availability Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consumption Rate	\$ 4.95	\$ 5.13	\$ 5.30	\$ 5.46	\$ 5.57	\$ 5.68	\$ 5.80	\$ 5.92	\$ 6.03	\$ 6.38	\$ 6.69
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Schedule of Recovery & Construction Charges (effective 7/1/2023)**

<u>Description</u>	<u>Replacement Cost</u>	<u>Explanation of Charge</u>
Broken Lock	\$ 20.00	
Broken Clamp	\$ 30.00	
Damaged Setter	\$ 250.00	
Damaged Meter Box and Lid	\$ 75.00	
Labor - Routine	\$ 30.00	per man per hour per day
Labor - After hours	\$ 60.00	per man per hour per day
Pickup Trucks	\$ 75.00	Base Charge up to 4 hrs.
Service Trucks	\$ 100.00	Base Charge up to 4 hrs.
Dump Trucks	\$ 200.00	Base Charge up to 4 hrs.



3" Trash Pump	\$ 42.00	Base Charge up to 4 hrs.
4" Trash Pump	\$ 65.00	Base Charge up to 4 hrs.
Backhoes	\$ 250.00	Base Charge up to 4 hrs.
Bobcat S220	\$ 135.00	Base Charge up to 4 hrs.
Air Compressors	\$ 60.00	Base Charge up to 4 hrs.
Jack Hammer	\$ 45.00	Base Charge up to 4 hrs.
Trackhoe Excavator	\$ 400.00	Base Charge up to 4 hrs.
Attachments:		
Hydraulic Hammer	\$ 165.00	Base Charge up to 4 hrs.
Articulated Thumb	\$ 100.00	Base Charge up to 4 hrs.
Pipe Chain Saw	\$ 95.00	Base Charge up to 4 hrs.
Concrete Saw	\$ 37.00	Base Charge up to 4 hrs.
Tamp	\$ 45.00	Base Charge up to 4 hrs.
Small Generator (120V)	\$ 38.00	Base Charge up to 4 hrs.
Hammer Drill	\$ 35.00	Base Charge up to 4 hrs.
Trencher	\$ 250.00	Base Charge up to 4 hrs.
Tractor	\$ 130.00	Base Charge up to 4 hrs.
Bushhog	\$ 50.00	Base Charge up to 4 hrs.
Dingo	\$ 95.00	Base Charge up to 4 hrs.
Vactor	\$ 300.00	Base Charge up to 4 hrs.
Sewer Jetter	\$ 250.00	Base Charge up to 4 hrs.
Sewer Tape	\$ 15.00	Base Charge up to 4 hrs.
Hand Tools	\$ 10.00	Base Charge up to 4 hrs.
Chainsaw	\$ 25.00	Base Charge up to 4 hrs.
Ladder	\$ 20.00	Base Charge up to 4 hrs.
Soil Pipe Cutter	\$ 20.00	Base Charge up to 4 hrs.
Trench Box	\$ 190.00	Base Charge up to 4 hrs.
Supplies & Materials on job	TBD	Actual Cost of items
Overhead Cost of Job	20%	on total job cost
Supplies & Materials-inventory sales	15%	restock fee of supply item purchased
Garbage Collection Containers	TBD	Current City Purchase Price



Thomasville  
NORTH CAROLINA

**EFFECTIVE 7/1/2023**  
**RECEIPT FOR FEES**  
**THOMASVILLE CITY CEMETERY**

Date Received \_\_\_\_\_ Name of Deceased \_\_\_\_\_  
Date of Death \_\_\_\_\_ Date of Interment \_\_\_\_\_  
Date of Deposit \_\_\_\_\_ Payment of Fees \$ \_\_\_\_\_  
Received From \_\_\_\_\_ Funeral Service \_\_\_\_\_  
Section \_\_\_\_\_ Lot # \_\_\_\_\_

- |  |           |                 |                      |
|--|-----------|-----------------|----------------------|
| <b>1 Plot (Vault or Liner)</b>   | \$        | 1,500.00        |                      |
| Time for Funeral Service + Filing Fee  | \$        | 75.00           |                      |
| Plot Layout Fee for Grave + Filing Fee   | \$        | 30.00           |                      |
| Layout Fee for Monument + Filing Fee   | \$        | 30.00           |                      |
| <b>Total</b>   | <b>\$</b> | <b>1,635.00</b> | <input type="text"/> |
| <b>2 Old Plot (with Deed from the City Only)</b>   | \$        | -               |                      |
| Time at Funeral Service + Filing Fee   | \$        | 75.00           |                      |
| Plot Layout Fee + Filing Fee   | \$        | 30.00           |                      |
| Layout Fee for Monument + Filing Fee   | \$        | 30.00           |                      |
| <b>Total</b>   | <b>\$</b> | <b>135.00</b>   | <input type="text"/> |
| <b>3 Permanent Marker Deposit (or Engraving)</b>   | \$        | 300.00          | <input type="text"/> |
| If family does not install marker within 60 days from interment, the City may install a permanent marker using the marker deposit. |           |                 |                      |
| <b>4 Marker Furnished by Other</b><br>(including VA) (2' X 1' X 4" granite-flat-one-piece)   |           |                 |                      |
| Layout Fee for Monument  | \$        | 30.00           |                      |
| Setting Monument Only - Foot or Head   | \$        | 75.00           |                      |
| Concrete   | \$        | 8.00            |                      |
| <b>Total</b>   | <b>\$</b> | <b>113.00</b>   | <input type="text"/> |
| <b>5 VA Upright Stone Marker</b>   |           |                 |                      |
| Set in concrete by the City; Marker furnished by VA  | \$        | 88.00           | <input type="text"/> |



**6 Bronze by VA Marker**

\$ 300.00

Set on granite installed by the City;  
Granite only - furnished by the City

**7 Cremation Garden - Section N**

Newborn \$ 400.00

Cremains \$ 400.00

Cremains - vault for newborns (Grave opening: 17" X 30"); Vault furnished by others.



### **Winding Creek Golf Course (effective 7/1/2023)**

	<b><u>Effective 7/1/2023</u></b>	<b><u>Effective 4/1/2024</u></b>
<b><u>Weekday</u></b>		
18 Holes w / Cart	\$28.00	\$29.00
18 Holes w / Cart - After 12 After 3pm until Dark	\$25.00 \$20.00	\$26.00 \$21.00
Senior - 18 Holes w / Cart	\$23.00	\$24.00
9 Holes w / Cart	\$18.00	\$19.00
Senior - 9 Holes w / Cart	\$17.00	\$18.00
18 Holes Walking	\$18.00	\$18.00
Senior - 18 Holes	\$15.00	\$15.00
9 Holes Walking	\$12.00	\$12.00
Senior - 9 Holes Walking	\$10.00	\$10.00
9 Hole League Rate	\$14.00	\$15.00
<b><u>Weekend</u></b>		
18 Holes w / Cart	\$34.00	\$36.00
18 Holes w / Cart - After 12 After 3pm until Dark	\$31.00 \$25.00	\$33.00 \$27.00
9 Holes w / Cart	\$21.00	\$22.00
<b><u>Privilege Cards</u></b>		
7 Day Regular	\$420.00	\$420.00
7 Day Senior	\$320.00	\$320.00
5 Day Regular	\$250.00	\$250.00
5 Day Senior	\$150.00	\$150.00
Annual Range Privilege	\$295.00	\$350.00



### **Winding Creek Golf Course (effective 7/1/2023)**

	<b><u>Effective 7/1/2023</u></b>	<b><u>Effective 4/1/2024</u></b>
Senior Weekday Privilege	\$17.00	\$18.00
Senior Regular Privilege	\$19.00	\$20.00
Senior Weekday - 9 Holes	\$12.00	\$13.00
Senior Regular - 9 Holes	\$13.00	\$14.00
Weekday Walking Privilege	\$8.00	\$8.00
Weekend Walking Privilege	\$12.00	\$13.00
<b><u>Range Balls</u></b>		
Small	\$6.00	\$6.00
Large	\$9.00	\$10.00
Half Day Tournament Fee	\$3,000.00	\$3,400.00
Weekend		

# Budget Amendment

**To:** City Manager

**From:** Finance Director

**Date:** 6/14/2023

**Council Budget Amendment Reference #:** 2023 – P12 - 01

**Re:** 2022-2023 End-of-Year Budget Amendment

---

The amendment appropriates insurance proceeds totaling \$6,311 for a police automobile accident on 4/24 and \$1,143 from the N.C. Dept. of Insurance to the fire Dept. as reimbursement for the cost of protecting state property in Thomasville. It also appropriates \$15,000 of surplus green fees revenue in the Golf Course Fund to cover additional payroll expenses to close out the fiscal year.

## GENERAL FUND

### INCREASE REVENUE

010-0000-383.01-00	Refunds/Insurance Proceeds	\$ 6,311.00
010-0000-330.02-00	Permits/Fire Permits	\$ 1,143.00
Total		\$ 7,454.00

### INCREASE APPROPRIATION

010-5110-522.15-04	Maintenance & Repairs/Vehicles	\$ 6,311.00
010-5310-522.33-00	Operations & Maintenance/Supplies	\$ 1,143.00
Total		\$ 7,454.00



**GOLF COURSE FUND**

**INCREASE REVENUE**

031-0000-341.04-01	Golf Course Services/Green Fees	\$ 15,000.00
--------------------	---------------------------------	--------------

**INCREASE APPROPRIATION**

031-6221-551.02-03	Salaries/Part Time	\$ 7,500.00
031-6291-551.02-02	Salaries/Overtime	\$ 7,500.00
Total		\$ 15,000.00

**CITY OF THOMASVILLE  
RESOLUTION AWARDDING BADGE AND SERVICE SIDEARM  
TO RETIRING LAW ENFORCEMENT OFFICER  
SGT. JAMES SHORES**

**WHEREAS,** North Carolina General Statutes 20-187.2 provides that retiring members of municipal law enforcement agencies may receive, at the time of their retirement, the badge worn or carried by them during their service with the municipality; and

**WHEREAS,** NCGS 20-187.2 further provides that the governing body of the municipal law enforcement agency may, in its discretion, award to a retiring member the service side arm of said member; and

**WHEREAS,** Sgt. James Shores has served the City of Thomasville Police Department for nearly 15 years.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Thomasville, North Carolina that the City Manager is hereby authorized, in accordance with the provisions of NCGS 20-187.2 to transfer to Sgt. James Shores the badge worn by him as well as his service side arm, a Sig Sauer P320, serial number 58J168663.

Duly adopted this 19<sup>th</sup> day of June, 2023 while in regular session.

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

ATTEST:

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





# City of Thomasville

North Carolina  
Police Department

Dustin W. Carter  
Interim Chief of Police



## Memorandum

**To:** Eddie Bowling, Assistant City Manager

**CC:** City Manager, Michael Brandt and Finance Director, Thomas Avant

**From:** Chief Dustin Carter

**Date:** 05/31/2023

**Re:** Retiring Law Enforcement Officer

---

As set forth by the Thomasville Police Department Policy, 30-03 section 3B and North Carolina GS 20-187.2 James Shores is a retiring law enforcement officer with this department and has been approved to receive his service weapon, Sig Sauer P320, Serial # 58J168663 and department issued badge for the purchase price of \$1.00.

I hereby further certify, under penalty of perjury, the above named individual does not have any convictions for crimes of violence, has not been convicted of any crime for which the penalty could have been longer than one year, regardless of the actual sentence imposed, that he/she is not subject to any restraining order restraining them him/her from harassing, stalking or threatening an intimate partner or child of such partner, and, that he or she has not been convicted in any court of a misdemeanor crime of domestic violence.

I further certify, under penalty of perjury, that a records check has been conducted on the above law enforcement officer who is receiving this firearm and reveals no convictions for crimes of domestic violence.

Dustin Carter  
Chief of Police  
Thomasville Police Department

*"Excellence in Community Oriented Policing"*

250 W. Main St. • P.O. Box 1669 • Thomasville, N.C. 27361-1669  
Police Administration Phone (336) 475-4274 • Fax (336) 475-5209  
Communications Phone (336) 475-4260 • Fax (336) 475-4277

**CITY OF THOMASVILLE  
RESOLUTION AWARDING BADGE AND SERVICE SIDEARM  
TO RETIRING LAW ENFORCEMENT OFFICER  
LT. JASON BAITY**

**WHEREAS,** North Carolina General Statutes 20-187.2 provides that retiring members of municipal law enforcement agencies may receive, at the time of their retirement, the badge worn or carried by them during their service with the municipality; and

**WHEREAS,** NCGS 20-187.2 further provides that the governing body of the municipal law enforcement agency may, in its discretion, award to a retiring member the service side arm of said member; and

**WHEREAS,** Lt. Jason Baity has served the City of Thomasville Police Department for nearly 30 years.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Thomasville, North Carolina that the City Manager is hereby authorized, in accordance with the provisions of NCGS 20-187.2 to transfer to Lt. Jason Baity the badge worn by him as well as his service side arm, a Sig Sauer 365XL, serial number 66B562307.

Duly adopted this 19<sup>th</sup> day of June, 2023 while in regular session.

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

ATTEST:

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





# City of Thomasville

North Carolina  
Police Department

**Dustin W. Carter**  
Interim Chief of Police



## **Memorandum**

**To:** Eddie Bowling, Assistant City Manager  
**CC:** City Manager, Michael Brandt and Finance Director, Thomas Avant  
**From:** Chief Dustin Carter  
**Date:** 05/31/2023  
**Re:** Retiring Law Enforcement Officer

---

As set forth by the Thomasville Police Department Policy, 30-03 section 3B and North Carolina GS 20-187.2 Jason Baity is a retiring law enforcement officer with this department and has been approved to receive his service weapon, Sig Sauer 365XL, Serial # 66B562307 and department issued badge for the purchase price of \$1.00.

I hereby further certify, under penalty of perjury, the above named individual does not have any convictions for crimes of violence, has not been convicted of any crime for which the penalty could have been longer than one year, regardless of the actual sentence imposed, that he/she is not subject to any restraining order restraining them him/her from harassing, stalking or threatening an intimate partner or child of such partner, and, that he or she has not been convicted in any court of a misdemeanor crime of domestic violence.

I further certify, under penalty of perjury, that a records check has been conducted on the above law enforcement officer who is receiving this firearm and reveals no convictions for crimes of domestic violence.

Dustin Carter  
Chief of Police  
Thomasville Police Department

*"Excellence in Community Oriented Policing"*

250 W. Main St. • P.O. Box 1669 • Thomasville, N.C. 27361-1669  
Police Administration Phone (336) 475-4274 • Fax (336) 475-5209  
Communications Phone (336) 475-4260 • Fax (336) 475-4277