AGENDA

Personnel/Finance Committee Meeting
Thursday, November 5, 2026, 8:30 A.M.
Thomasville Aquatic and Community Center
20 Stadium Drive
Thomasville, NC 27360

Committee Members: Chairman D. Hunter Thrift, Payton Williams, Doug Hunt

Call to Order **Chairman D. Hunter Thrift**

1. **Approval of Minutes from the Personnel Finance Committee Meeting October 6, 2026 (City Clerk Wendy Martin)**
2. **Fiscal Year Audit Presentation by Martin, Starnes (Finance Director Thomas Avant)**
3. **Public Hearing for Economic Development Project Bagel (City Manager Michael Brandt)**
4. **Approval of Extension Aquatic Contract (Director of Parks and Recreation Cory Tobin)**
5. **Consideration of Adoption of Revised Personnel Policy Appendix A (City Manager Michael Brandt, Director of Human Resources Alisa Quick)**
6. **Discussion of Brownfields Program Application for Plant B Site (City Manager Michael Brandt)**
7. **Committee Reports (City Council)**
8. **Additions and Updates**
9. **Adjournment**

A quorum of the City Council may be in attendance and may participate in the discussion, but only committee members may vote.

Agenda Item Cover Sheet

Admin. Use Only:

NOTE: Committee Meeting Held on Thursday, November 5.

Committee Name Personnel/Finance

Committee Date And Agenda # 11.5.2026 PF1

Item Name:

Consideration of Approval of Meeting Minutes

Description of Item:

Meeting minutes from the previous meeting.

Back-Up Materials:

Draft Minutes

Council Action Requested:

Approval of Minutes.

Requested By: W. Martin **Department:** Administration

THOMASVILLE CITY COUNCIL
PERSONNEL/FINANCE COMMITTEE
MEETING MINUTES
October 6, 2026 at 8:30 AM
20 Stadium Drive, Thomasville, NC

Committee Members Present: Chairperson D. Hunter Thrift, Payton Williams, Doug Hunt

Other Elected Officials Present: Mayor Raleigh York, Jr., Mayor Pro Tem Lisa Shell, and Council Members JacQuez Johnson, Dana Lomba, and Erica Sanders

A quorum of the City Council was in attendance and participated in discussion. Only committee members were eligible to vote.

1. Approval of Minutes from the Personnel Finance Committee Meeting September 9, 2026

   Committee Member Hunt made a motion to approve these minutes. Committee Member Williams seconded, and the minutes were approved.

2. Presentation on State Law Changes from Legislative Session

   City Manager Michael Brandt advised that staff had worked to track recent legislative changes. He characterized the overarching themes of the 2026 legislative session as, "*The continued erosion of local control and the imposition of unfunded mandates that will directly affect future budgeting*."

   A. Property Tax and Revenue Impacts

      Finance Director Thomas Avant presented three pieces of legislation with significant *fiscal* implications for the City:

      i. House Bill 1089 — Constitutional Amendment for Property Tax Levy Limit

         This Bill, already ratified by the General Assembly in May 2026, places a referendum on the November ballot for voters to approve a constitutional amendment authorizing the Legislature to cap annual increases in municipal property tax levies. Current polling indicates approximately 80% support for passage of this Bill.

         Mr. Avant noted that during the previous budget cycle, the City had anticipated a 32% increase in its property tax levy following revaluation, which was delayed by Senate Bill 889. This proposed amendment could permanently eliminate the City's ability to capture that revenue growth, as the legislature is expected to set a cap — likely near the revenue neutral rate or between 5–10% — without any clarity on the final rule prior to the City's budget process.

         He described this as a potential "knockout blow" to revenues the City had been planning to rely upon. The timing created additional concern, as the

Legislature's deadline for establishing the cap rule may not align with the City's budget planning calendar.

Council Member Williams expressed frustration that the City would be required to plan a budget without knowing the applicable rules, and she raised questions about the legal consequences of adopting a tax rate at a required public hearing that is later revised.

City Manager Brandt acknowledged that these consequences remain unclear.

Council Member Johnson urged the Committee and Council to actively educate the community about the local impact of this amendment prior to the November election, emphasizing that it is not a partisan issue but one of local governance.

ii. Senate Bill 992 — Truth in Taxation

This Bill, which has passed the Senate with bipartisan support and is pending in the House, would require local governments in a revaluation year to publish notice of intent to exceed the revenue neutral tax rate, hold a separate public hearing dedicated specifically to the tax rate prior to the annual budget hearing, and mail detailed notices to all individual taxpayers. The notices must include the revenue neutral rate, the proposed tax rate, and estimated year-over-year tax comparisons for each property owner.

Finance Director Avant estimated the cost to the City of contracting with Davidson County to produce and distribute these notices would be approximately $50,000–$100,000, an unfunded mandate with no state funding source.

He noted he had already spoken with the Davidson County Interim Manager and Tax Administrator regarding options for producing the notices. He also flagged the need for the Council to identify a recommended tax rate early — around February or March — to allow sufficient time for the required calculations and notice production.

Council Member Williams highlighted the irony that this transparency requirement would cost taxpayers a significant sum for information already publicly available.

iii. House Bill 376 — Water and Wastewater Affordability and Capacity Act

This Bill, signed into law in July 2026, restricts outside-city utility rates to no more than 125% of inside-city rates.

Finance Director Avant noted that the City has historically charged outside-city customers approximately 225% of inside-city rates.

Rather than triggering the Bill's required public hearing process, the City's strategy will be to hold outside-city rates constant while gradually increasing inside-city rates over several years through the ongoing five-year utility rate study.

The rate study consultant confirmed that the 1.25x differential could be justified.

The outside-city customer base represents approximately 4% of total customers, and no public hearing would be required, as long as outside rates are not increased.

B. Planning and Zoning Impacts

Planning & Zoning Administrator Chuck George presented several legislative changes affecting *land use and development regulations*.

i. Local Parking Minimums

Effective January 1, 2027, municipalities will no longer be permitted to require minimum parking for new development. The City will, however, retain authority to regulate landscaping and stormwater in affected areas.

ii. Home-Based Businesses (GS 168-205.8)

Effective July 7, 2026, cities are prohibited from restricting certain home-based businesses that produce no increase in foot traffic and are not visible from the street.

City Manager Brandt elaborated that cities cannot require a permit application to pre-screen whether a home-based business meets the state's "no impact" criteria, leaving enforcement reactive and complaint-driven.

He expressed concern that the law also appears to permit outdoor business activity in fenced areas, potentially opening the door to previously prohibited uses such as unlicensed automotive repair. The practical enforcement path would be complaint-based, potentially requiring board of adjustment proceedings.

iii. Fee Disclosure (GS 160D-402.1)

Cities are now required to provide written estimates of development-related fees within ten days of a request. Mr. George noted the City is largely already compliant with posting fee schedules online and will formalize the estimate process.

iv. Stormwater (GS 143-214.7)

Pre-existing impervious surfaces may now be credited in stormwater calculations for redevelopment projects. Mr. George noted the City has already been following this practice.

v. Vested Rights (GS 160D-108)

The period for established vested rights on development projects has been extended from two years to five years, effective August 11, 2026.

Challenge Period: The timeframe to challenge development regulation decisions has been extended from one year to three years.

City Attorney Misti Whitman added that recent legislative changes also make planning board decisions more easily challengeable by allowing appellants to bypass the Board of Adjustment and proceed directly to Superior Court. The attorney's fees in such appeals are now automatically awarded to the prevailing party, removing judicial discretion. She cited the Town of Denton's experience as an illustrative example of the financial exposure this creates.

She also noted that legislation to eliminate the extraterritorial jurisdiction (ETJ) is in the legislative pipeline, having passed one chamber, with an effective date potentially as early as October 1, 2027 for smaller jurisdictions.

C. Water and Wastewater

In addition to the HB-376 rate structure provisions covered by Finance Director Avant, additional legislative items were presented including:

i. Amendment to GS 162A-19.1 -- Sale of public utilities to private entities (not currently applicable to Thomasville);

ii. Environmental Management Commission to study flow rate standards used in sewer design;

iii. Water and wastewater utility professionals added to the statutory definition of First Responders under GS 138-485

City Manager Brandt questioned what the implications of this change could mean for our water and wastewater utility staff.

iv. New Class 1 Misdemeanor for Unauthorized Possession of Nonferrous Metals associated with critical utility infrastructure. It was not known why they didn't include ferrous materials.

D. Police Department Legislation

Police Chief Dustin Carter outlined several legislative changes affecting law enforcement:

i. Session Law 2026-41 — Traffic Stop Reporting

The traffic stop reporting requirement to the SBI has been repealed, and the Department will discontinue that reporting process.

ii. Session Law 2026-41 — Law Enforcement Officer Bonus

A $1,750 bonus for sworn law enforcement officers is to be disbursed on or before October 15, 2026. Coordination with Finance and HR is underway.

City Manager Brandt noted that the bonus does not extend to other city employees, creating internal equity concerns the City lacks funds to address.

iii. Session Law 2026-33 — Special Separation Allowance

Revisions were made to continuous service requirements to allow officers who retire and return to employment to retain future separation allowance eligibility.

iv. Session Law 2026-41 — Automatic License Plate Readers (ALPRs)

ALPR placement on NCDOT rights-of-way is now permanently authorized, potentially expanding camera placement opportunities for the Police Department.

v. Session Law 2026-41 — Law Enforcement Performance and Wellness Grant

The City received this grant last year and has reapplied for the current year.

vi. Session Law 2026-37 — Criminal Gang Laws

Effective December 1, 2026, this law substantially revises gang definitions, increases penalties for certain gang recruitment offenses, extends protections involving minors to persons under 18, and creates new gang-related firearm offense enhancements.

vii. Session Law 2026-41 — Nonferrous Metal Crimes

Strengthens criminal offenses for theft, damage, or unlawful possession of nonferrous metals associated with critical infrastructure.

viii. Session Law 2026-46 — Default Speed Limit

Effective December 1, 2026, unmarked or unpaved roadways without center lines default to a 25 mph speed limit.

City Manager Brandt advised that identifying affected roads and determining whether to post signage or paint center lines on collector streets will require coordination between Public Works and the Police Department prior to the effective date.

ix. Session Law 2026-46 — Electric Assisted Bicycles

Establishes three classification tiers for e-bikes with corresponding operating requirements. Municipalities retain authority to regulate e-bike use on sidewalks and multi-use paths.

E. Fire Department and Emergency Management Impacts

Fire Chief Myers presented items affecting the Fire Department and emergency management functions.

i. Access Widths/Pavement Thicknesses:

Chief Myers noted that pending legislation would prohibit municipalities from requiring fire apparatus access widths or pavement thicknesses beyond DOT standards, which would affect the City's current practice of confirming adequate turning radius in new developments. He confirmed that staff will need to adjust accordingly once the legislation takes effect.

ii. Emergency Management Act

Chief Myers reported that the amendments provide clearer statutory authority for voluntary acquisition or demolition of repeatedly flood-damaged structures.

He noted that Thomasville's relationship with Davidson County Emergency Management remains strong and that any buyout program would flow through the County.

He also reported that debris removal at Jimmy's Creek is actively underway.

iii. Special Separation Allowance for Public Safety

Chief Myers addressed the growing statewide momentum for a voluntary special separation allowance for firefighters and police, modeled on the existing law enforcement separation allowance that bridges the gap between retirement income (51–55% of salary) and full salary until age 62.

He noted that cities such as Greensboro, High Point, and Kannapolis have adopted the program and are using it aggressively for recruitment and retention.

He acknowledged that if water and wastewater professionals are now classified as first responders, pressure to extend the benefit beyond sworn public safety personnel may increase.

Council Member Williams requested that the topic of the separation allowance be added to the agenda for the upcoming budget workshop, and Chief Myers agreed to prepare the relevant cost figures.

F. Sales Tax Risk

City Manager Brandt introduced an additional concern stemming from federal changes to SNAP benefit administration. Under new federal rules, states that exceed a 5% error rate in SNAP benefit determinations are subject to claw back of federal funds.

North Carolina has structured its response to distribute the financial liability across all counties, and counties may in turn reduce municipal sales tax distributions to cover the penalty.

Because Davidson County uses a method of sales tax allocation that could expose municipalities, the City could face a reduction of $60,000–$70,000 in sales tax revenue through no fault of its own.

The NC League of Municipalities is actively lobbying for a legislative correction to ensure any penalty is borne solely by the county, since SNAP administration is a county-delivered state service.

3. Presentation of Main Street Annual Report

Main Street Director Tammy Joyce presented the City's first annual report as a North Carolina Main Street community. The report covers the 17-block downtown district, encompassing 146 parcels, 188 units, and 782 parking spaces. Key highlights included 9 restaurants operating within the district, a total City investment of $855,000 in the downtown area (including $125,000 for the Pace Park car wash acquisition), and $108,000 in volunteer hours contributed exclusively by community volunteers — not counting staff or chamber contributions.

Director Joyce requested committee approval to expand the Main Street district map to include two additional parcels: the Carolina Underwear building (where a small manufacturing tenant is in discussion) and the Big Chair Lofts (134 apartment units). The rationale for inclusion was to accurately reflect the residential population in the downtown core, which strengthens the district's statistics and grant eligibility.

Chairman Thrift clarified that inclusion in the Main Street community map is different from the Municipal Service District (MSD) and does not extend social district alcohol privileges to those properties.

Committee Member Hunt made a motion to forward the Main Street District Map Expansion, adding the Carolina Underwear building and Big Chair Lofts, to the City Council Briefing meeting. Committee Member Williams seconded, and the motion carried.

Update of Downtown Development Prospects

Director Joyce noted that a candy and gift shop — operated by local residents Kathy and Olivia Bradford, has secured a lease at the old candy store. Significant interior renovation work is anticipated, with an opening likely in spring 2027. She mentioned the possibility of a holiday pop-up event in the interim.

Council Member Johnson raised the issue of buildings with long-standing construction on Main Street, expressing concern about the impact on neighboring businesses and asking about permit status and enforcement options.

Director Joyce confirmed that both affected property owners retain active permits and that she maintains regular contact with them.

City Attorney Whitman noted that while there are limited regulatory tools available, some land-use-based options may exist, and she offered to provide a more detailed legal analysis.

Council Member Williams suggested adding a discussion of building façade and vacancy policies to the agenda for the budget workshop.

Wayfinding Signage

Director Joyce noted that NCDOT has approved the wayfinding sign locations, stakes have been placed in the ground, and installation is imminent.

She expressed a desire to develop a secondary set of smaller pedestrian-scale wayfinding signs on light posts as a future phase.

4. Monthly Update from Economic Mobility Office

Economic Mobility Program Manager Atalia Cardenas presented the monthly update, beginning with a brief overview of the three components of upward economic mobility:

- economic success;
- power and autonomy; and
- dignity and belonging.

and that the City's investment in this function matters because of declining intergenerational economic mobility nationally.

Key program updates included:

- Launch AVANSA Entrepreneurship Program

  Currently in Session 2. A fourth class session is scheduled for the coming Thursday at the Thomasville Aquatic Center. Thirteen of the 22 participants across both cohorts are eligible to pitch for grants in the upcoming competition, having met attendance requirements. Grant awards totaling $24,000 will be distributed, ranging from $2,500 to $5,000. Pitch preparation sessions are scheduled for October 13 at the Aquatic Center and October 15 at the Thomasville Women's Club. Council members were invited to attend.

- Resident Co-Design Process

  A third community conversation session is scheduled for October 14, followed by a fourth in November. Two working group sessions will follow, bringing together approximately ten community organizations to map available resources against resident-identified barriers. Ms. Cardenas noted that many residents are unaware of existing resources and that improving information access is a core near-term goal.

- Business Spotlight

  Pan de Fe Bakery, a Launch AVANSA graduate business, has been selected to participate in the Shops in Salem holiday season and was named Business of the Month by the Beautification Committee.

- Partnerships

  New connections have been established with BNI and the Pratt Institute. The office continues participating in ICMA and NLC monthly meetings. Ms. Cardenas and Deputy City Manager Eddie Bowling will attend the ICMA Annual Conference in Long Beach, California, October 16–21.

- Housing

  The office is continuing to review lien-related property information to identify opportunities for housing-related interventions.

Ms. Cardenas emphasized that the true measure of the program's impact will be assessed at the two-year mark, when long-term data on business sustainability, hiring, and resource connections will be available.

Committee Member Williams noted that Ms. Cardenas presented Thomasville's economic mobility work at the Lexington City Council meeting during Hispanic Heritage Month, generating broader regional interest.

Council Member Johnson commended Ms. Cardenas's direct engagement with business owners, noting positive feedback from the community.

5. Update on IT Pilot Projects

Deputy City Manager Bowling presented updates on three technology pilot programs being funded by insurance proceeds from a prior cyber-attack, administered through the City's Technology and Innovation Committee.

A. Gov.AI

This is a government-specific AI platform selected to replace unmonitored, individual employee use of public AI tools such as ChatGPT. The platform provides a closed, secure environment for AI-assisted research and writing, with built-in protections against the accidental release of personally identifiable information (PII).

It also generates an auditable record of AI usage, enabling compliance with Freedom of Information Act (FOIA) requests. The goal is 75% employee adoption within six months. Annual cost: $24,000.

Council members and elected officials will also have access for governmental research purposes.

Committee Member Williams expressed support for the closed-loop nature of the platform, citing attorney-client privilege concerns with open AI tools.

Council Member Johnson commended the City's proactive stance on AI governance, noting the City was among the first in the state to adopt a formal AI use policy.

B. Threefold AI: A resident service and operational automation platform deployed as a pilot in the Billing and Collections division and the Sanitation and Streets division. The system functions as an intelligent call management tool to:

- take resident service requests by phone,
- create work tickets in the City's Central Square software system,
- route them to the appropriate department, and
- provide customers with status updates.

Residents may opt out and speak directly with a staff member at any time.

Five use cases have been established for each of the two divisions.

The 90-day success metric is a 20% reduction in inbound phone calls to those departments. Annual cost: $20,000.

C. Marketplace.City

This is a procurement research platform providing access to government contract data, enabling staff to benchmark pricing on technology contracts and RFP/RFQ processes against comparable cities.

The platform is currently being used to develop an RFP for a citywide timekeeping system.

Target: 80% departmental adoption, with monthly usage reports provided by the vendor. Annual cost: $24,000.

Deputy City Manager Bowling noted that these are pilot programs that will be reevaluated at 90-day, 6-month, 9-month, and 12-month intervals. If retained beyond the pilot period, the costs would be absorbed into the operating budget in future years.

6. Discussion and Approval of NCLM Grant Opportunity for In-Vehicle Cameras for City Vehicles

Risk Manager Thomas Manning presented a proposal for a 12-month pilot program for in-vehicle camera and telematics systems for city fleet vehicles, offered at no cost to the City through the NC League of Municipalities (NCLM).

The program is funded entirely by the NCLM and its reinsurer, Safety National, and will cover hardware, software, and installation for approximately 85–90 vehicles across multiple departments, including Sanitation, Fire, Police, and Public Works.

The NCLM selected Thomasville as a pilot city due to its representative profile among mid-sized municipalities statewide.

The system encompasses dual-facing cameras, selective 360-degree cameras (with interior monitors for sanitation trucks and fire apparatus), GPS tracking, driver behavior monitoring, fuel consumption analysis, idle time reporting, vehicle utilization tracking, and infrastructure monitoring (including pothole detection and sign condition identification). Audio recording will not be enabled.

Mr. Manning emphasized that the primary purpose is safety coaching and behavioral change, not punitive surveillance.

Triggered events such as speeding, hard braking, cell phone use, or seat belt violations will be reviewed by a vendor analyst before being flagged to the risk manager, who then routes clips to supervisors for coaching.

Standard footage is retained on a rolling loop and overwritten after approximately 400 hours.

Committee members raised questions about FOIA access to footage, the potential for public records requests, and employee reaction.

City Attorney Whitman confirmed that footage could be subject to public records requests, though events must be triggered to generate a retrievable clip.

Mr. Manning acknowledged that this technology is standard practice among more progressive municipalities and noted that four other risk managers from the NCLM advisory committee contributed to the policy development.

City Manager Brandt noted that if the pilot results in a decision to continue, the annual cost for the ongoing subscription would be approximately $30,000–$40,000 per year.

Committee Member Williams made a motion to forward the In-Dash Camera Use Policy to Briefing for consideration by City Council. The motion was seconded. The motion carried.

7. Discussion of In-Dash Camera Use Policy

Risk Manager Thomas Manning presented the draft In-Vehicle Camera Use Policy, an approximately eight-page document governing the NCLM pilot program and any future continuation.

The policy addresses program administration, technology specifications, employee notification requirements, GPS and location data use, authorized access, monitored driving behaviors, safety event review procedures, a classification framework for responses (no action, coaching, corrective action, or disciplinary action), data retention (90 days for non-event footage), and employee rights during coaching and review processes.

Driving behaviors covered under the policy include speeding, rapid acceleration, hard braking, hard cornering, following distance, unsafe lane changes, distracted driving, cell phone use, seat belt compliance, unsafe backing, collision and near-miss events, and equipment tampering.

City Attorney Whitman noted that video footage could potentially be subject to public records requests, with some limitations.

Committee Member Williams made a motion to forward the In-Dash Camera Use Policy to the full City Council briefing. Committee Member Hunt seconded the motion.

8. Consideration of Approval of Special Event Approval Process and Application

City Manager Brandt presented a revised Special Event Approval Process and Application, reworked in response to committee feedback from the prior month. The process chart establishes distinct pathways based on event type and venue:

- State street closures require 90 days' notice and must go to City Council for a street closure ordinance; law enforcement presence is mandatory.
- City street closures require 60 days' notice; law enforcement requirements depend on event size and location.
- Public parking lot closures and public parks (other than Pace Park) require 45 days' notice; administrative review may be streamlined for simple events.
- Pace Park events without alcohol require 45 days' notice; events with alcohol require 60 days' notice due to ABC permit and insurance timelines.

All events involving a public space require at least $1,000,000 in general liability insurance with the City named as an additional insured, plus relevant riders for alcohol or animals.

Special considerations in the application include tent inspection requirements for structures over 800 square feet, food truck health inspection certificates, animal waste management plans, portable handwashing stations, event management certification for events exceeding 1,000 attendees, and portable restroom ratios.

Discussion focused on whether a specific attendance threshold should trigger mandatory law enforcement presence for events without alcohol.

City Manager Brandt indicated that police discretion — based on location, size, and event character — would govern, rather than a fixed number, in order to maintain flexibility and equity across different event types and organizers.

Council Member Johnson expressed support for staff discretion, noting that a fixed numerical threshold may not be equitable across diverse events.

Chairman Thrift raised concerns about potential inconsistency in application and indicated a preference for a defined threshold.

Committee Member Hunt identified a discrepancy between the flowchart (which lists only Pace Park and the Farmers Market as alcohol-permitted venues) and the application (which also lists Finch Field, Winding Creek Golf Course, and social district events). City Manager Brandt acknowledged the need to reconcile those documents.

Alcohol service at golf tournament events at Winding Creek Golf Club was also discussed. Parks & Recreation Director Tobin indicated this is typically managed through the golf course's existing on-site alcohol license under the pro's authority, and he agreed to investigate the specific concern raised regarding complimentary beer distribution at tournaments.

Committee Member Hunt made a motion to forward the Special Event Approval Process and Application with corrections to insurance language and venue references to the full City Council briefing. Committee Member Williams seconded, and the motion carried.

9. Consideration of Setting Dates for FY2028 Budget Workshop

City Manager Brandt recommended a restructured budget workshop process for FY2028, citing the complexity of pending legislative changes and the need for stronger alignment among council members prior to the detailed budget deliberations. His recommendations included:

- Engaging a third-party facilitator such as the School of Government or the Piedmont Triad Regional Council (PTRC) to conduct a council trust-building and goal-alignment session, preferably in November.
- Holding an initial budget workshop in December to begin framing the fiscal picture.
- Conducting a more detailed budget session in mid-January to allow time to respond to outstanding legislative questions, including the property tax levy cap rule.

Council Member Williams expressed strong support for this approach.

Chairman Thrift noted that shorter, more focused sessions are more productive than extended all-day meetings.

City Manager Brandt said he would research facilitation options and distribute a proposed schedule following the meeting.

10. Consideration of Award of Contract to CPL for Engineered Plans and Construction Management for Carver Park

Parks & Recreation Director Cory Tobin presented a fee proposal he received that day from CPL and their architectural team for design, schematic development, construction documentation, and construction management services for the Carver Park Strickland Center project.

The total fee proposal was $365,480, which Director Tobin noted was less than the approximately $385,000 spent on similar services for the Thomasville Aquatic Center in 2021.

He advised that funding is available within the existing project ordinance, to be drawn from fund balance and supplemented by savings within the grant administration line. The state funding of $2,200,000 must be fully expended by August 2027, with closeout documentation completed by November 2027, necessitating an accelerated timeline.

To meet that timeline, CPL proposed overlapping the schematic and design phases, saving approximately eight weeks. Construction is now projected to begin in February, rather than the previously discussed April start.

Finance Director Avant confirmed that the $365,480 fee is within the current project ordinance and that available fund balance will cover the gap. He noted that additional fund balance will be needed for construction costs beyond the state grant funds.

Council Member Lomba sought clarification on whether the fee was included in the previously presented $4.6 million total project cost estimate; Director Tobin confirmed it was not. The $4.6 million reflected site and building construction costs only, and design and construction management fees ("soft costs") are separate and additional.

Director Tobin also shared that historic photos and 35mm film footage from Carver Park's history have been uncovered through community outreach. A history wall is planned as part of the facility, and a community committee is being formed to guide that effort.

Committee Member Williams made a motion to forward the CPL contract for engineered plans and construction management for Carver Park to Briefing for action. Committee Member Hunt seconded, and the motion carried.

11. Closed Session – Discussion of Contracts

Committee Member Williams made a motion to go into closed session to discuss contracts. Committee Member Hunt seconded, and the Committee went into closed session.

When they returned to open session, Chairman Thrift noted that no action had been taken in closed session.

12. City Council Discussion of Contracting with a Government Relations Group

Committee Member Williams made a motion to move the contract with Electus for state and federal representation to Briefing. Committee Member Hunt seconded, and the item was moved to Briefing.

14. City Council Liaison Reports from Various Committees

Chairman Thrift noted that tickets are available for the upcoming Murder and Mayhem event sponsored by the Historic Preservation Commission. The remainder of the reports were skipped due to the long length of the meeting.

15. Additions and Updates

A. Call for Public Hearing – Economic Development “Project Bagel”

Committee Member Williams moved to set a public hearing regarding Economic Development Project Bagel at the Council meeting on October 19, 2026 at 20 Stadium Drive, Thomasville, NC at 6 PM. Committee Member Hunt seconded.

(Note: This was later changed to a call for public hearing at the October Council meeting for a public hearing to be held at the November 16, 2026 Council meeting.)

B. Reallocation of $10,000 in Unspent Funds

City Manager Brandt raised the question of what to do with $10,000 in funds previously designated for lighting up the water tower, which would cost much more than the budgeted amount.

Options discussed included allowing the funds to revert to fund balance, applying them toward mural restoration or a new downtown public art installation, or reserving them for the government relations contract.

Council Member Johnson expressed a preference for directing the funds toward mural restoration.

Committee Member Williams requested cost estimates for both mural restoration and a potential statue before a final decision.

City Manager Brandt agreed to gather quotes and return with options.

C. Community of the Year Recognition

Deputy City Manager Bowling announced that Thomasville has been selected by the national publication *Community Playmaker* as one of its Community of the Year honorees from among 100 applicants!

Recognition will be announced later in October, and two representatives have been invited to present a 15-minute TED Talk–style presentation at the organization's conference on December 8–9.

The selection was attributed to a range of initiatives across multiple departments, including the Economic Mobility program, the Main Street program, Pace Park improvements, the Carver Park redevelopment, and housing-focused efforts.

14. Adjournment

Committee Member Hunt made a motion to adjourn. Committee Member Williams seconded, and the meeting was adjourned.

Agenda Item Cover Sheet

Admin. Use Only:

NOTE: Committee Meeting Held on Thursday, November 5.

Committee Name Personnel/Finance

Committee Date And Agenda # 11.5.2026 PF2

Item Name:

FY 2026 Audit Presentation

Description of Item:

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

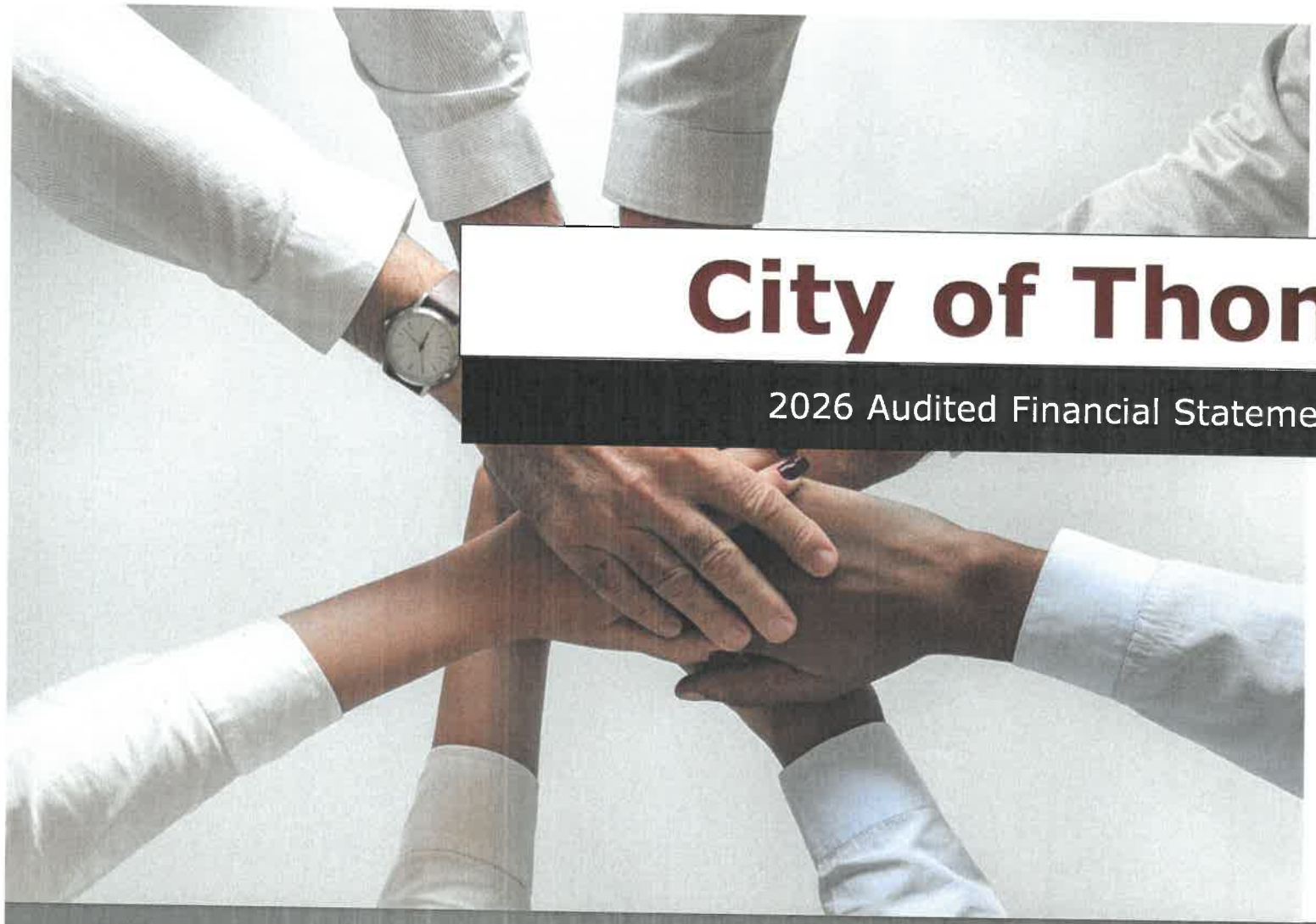
Back-Up Materials:

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

Council Action Requested:

No formal action required

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



City of Thomasville

2026 Audited Financial Statements

CITY OF THOMASVILLE • NORTH CAROLINA •
Founded 1852
HISTORIC LANDMARK

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

Audit Overview

OUR RESPONSBILITY

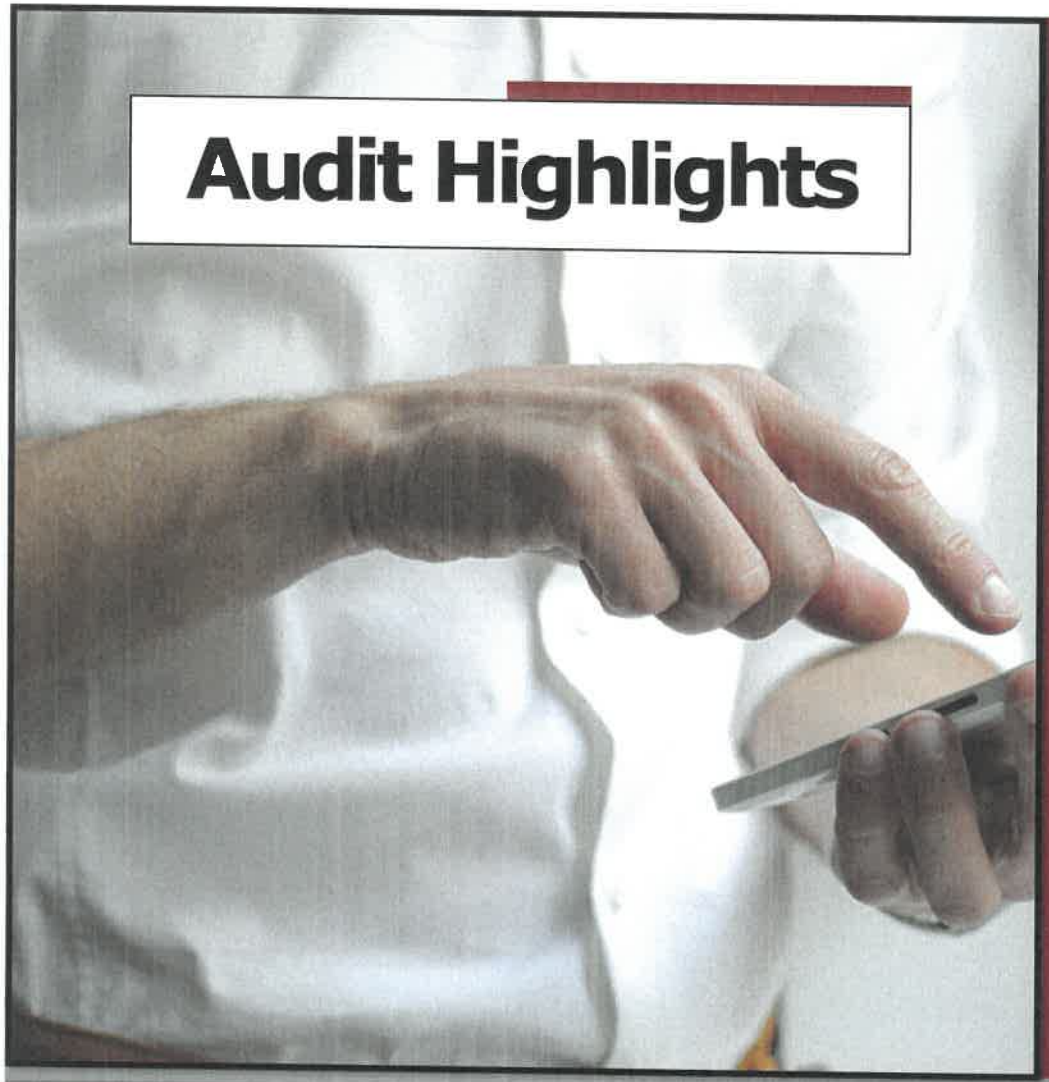
- ❑ EXPRESS OPINIONS
- ❑ OBTAIN REASONABLE ASSURANCE
- ❑ FOLLOW AUDITING STANDARDS
- ❑ EVALUATE ACCOUNTING POLICIES
- ❑ PEFORM AUDIT PROCEDURES
- ❑ REPORT FINDINGS

Audit Overview

YOUR RESPONSBILITY

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

Audit Highlights



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

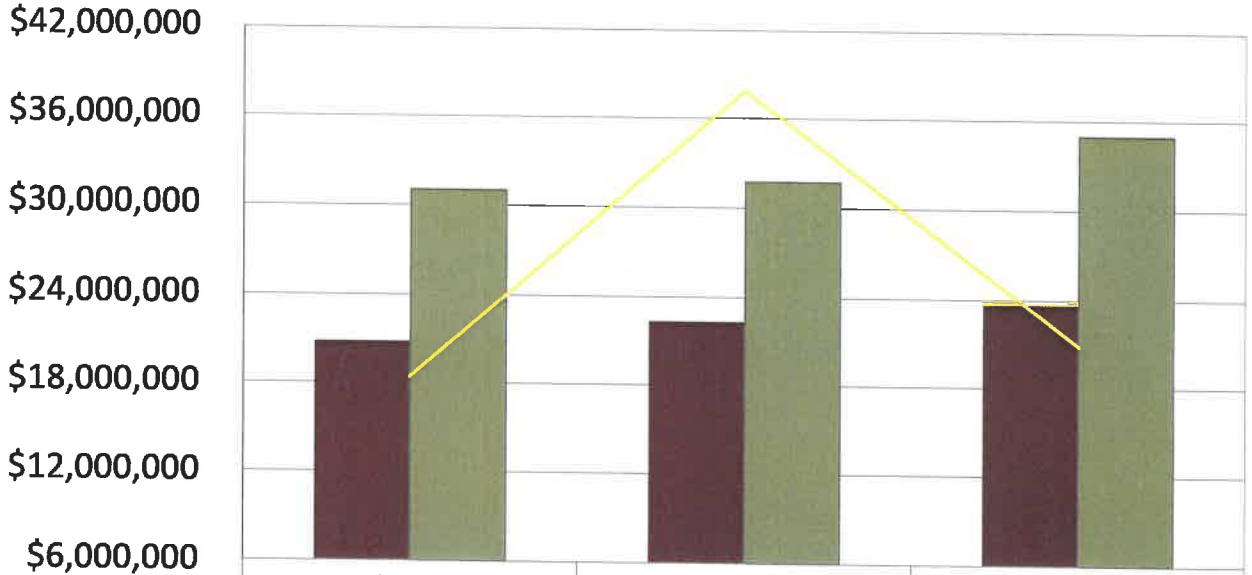
FUND BALANCE

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

5 Classifications:

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

UNASSIGNED FUND BALANCE - GENERAL FUND



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

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

FUND BALANCE

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

Total Fund Balance

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

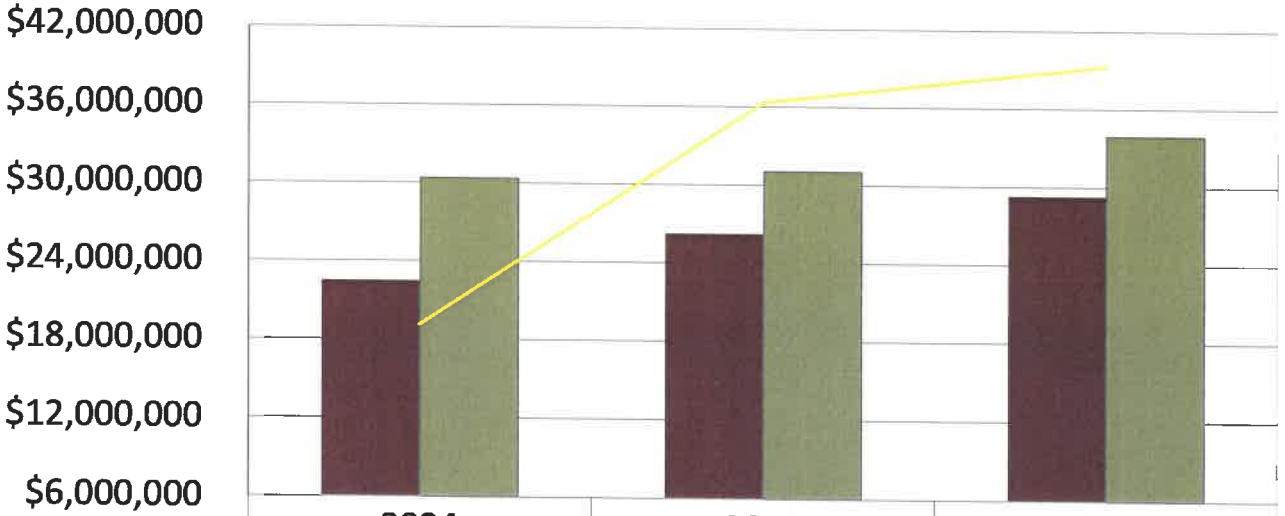
Less: Stabilization by State Statute (by state law, not available)

Available Fund Balance

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



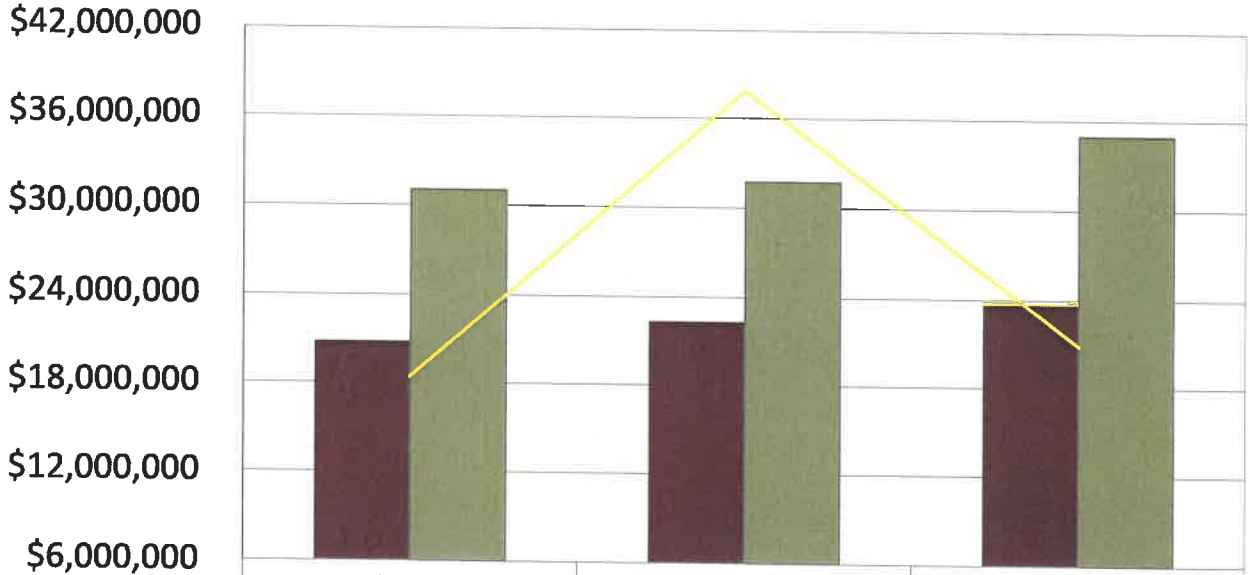
AVAILABLE FUND BALANCE - GENERAL FUND



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

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

UNASSIGNED FUND BALANCE - GENERAL FUND



	2024	2025	2026
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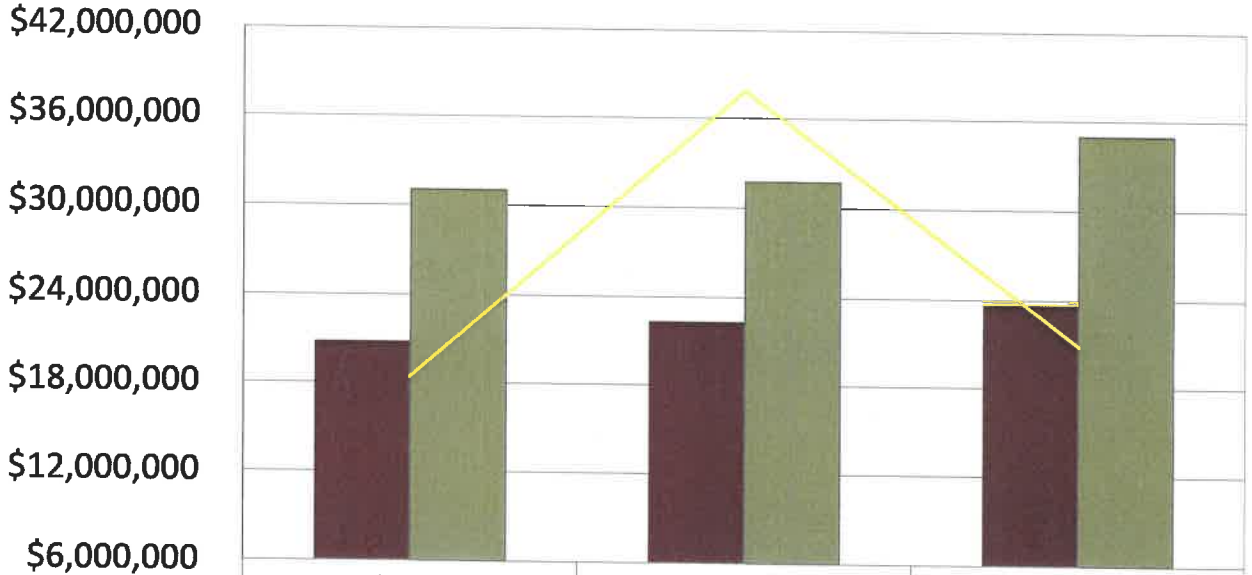
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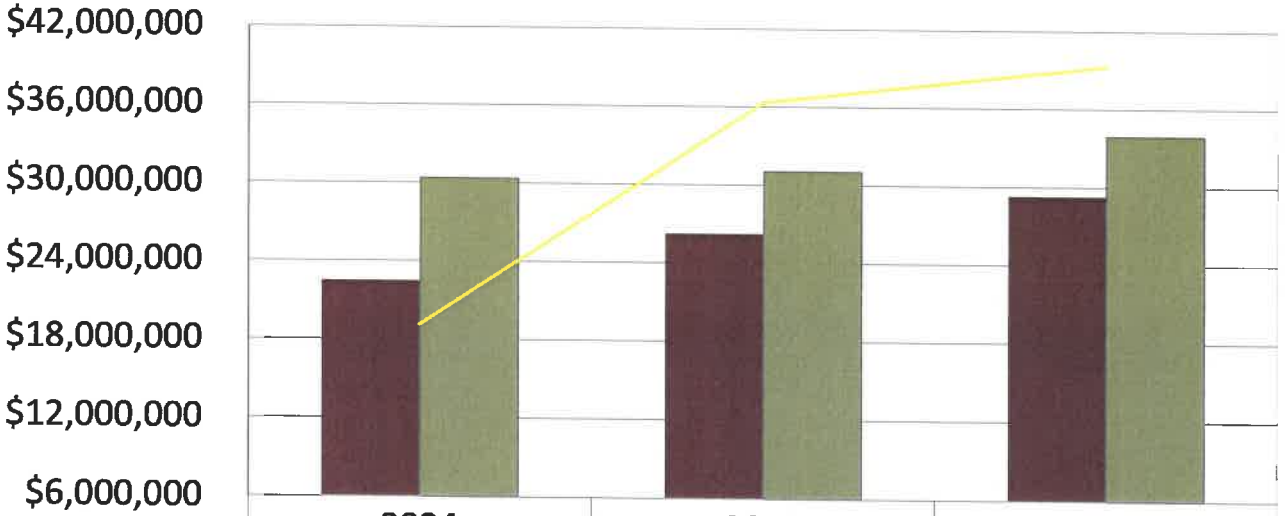
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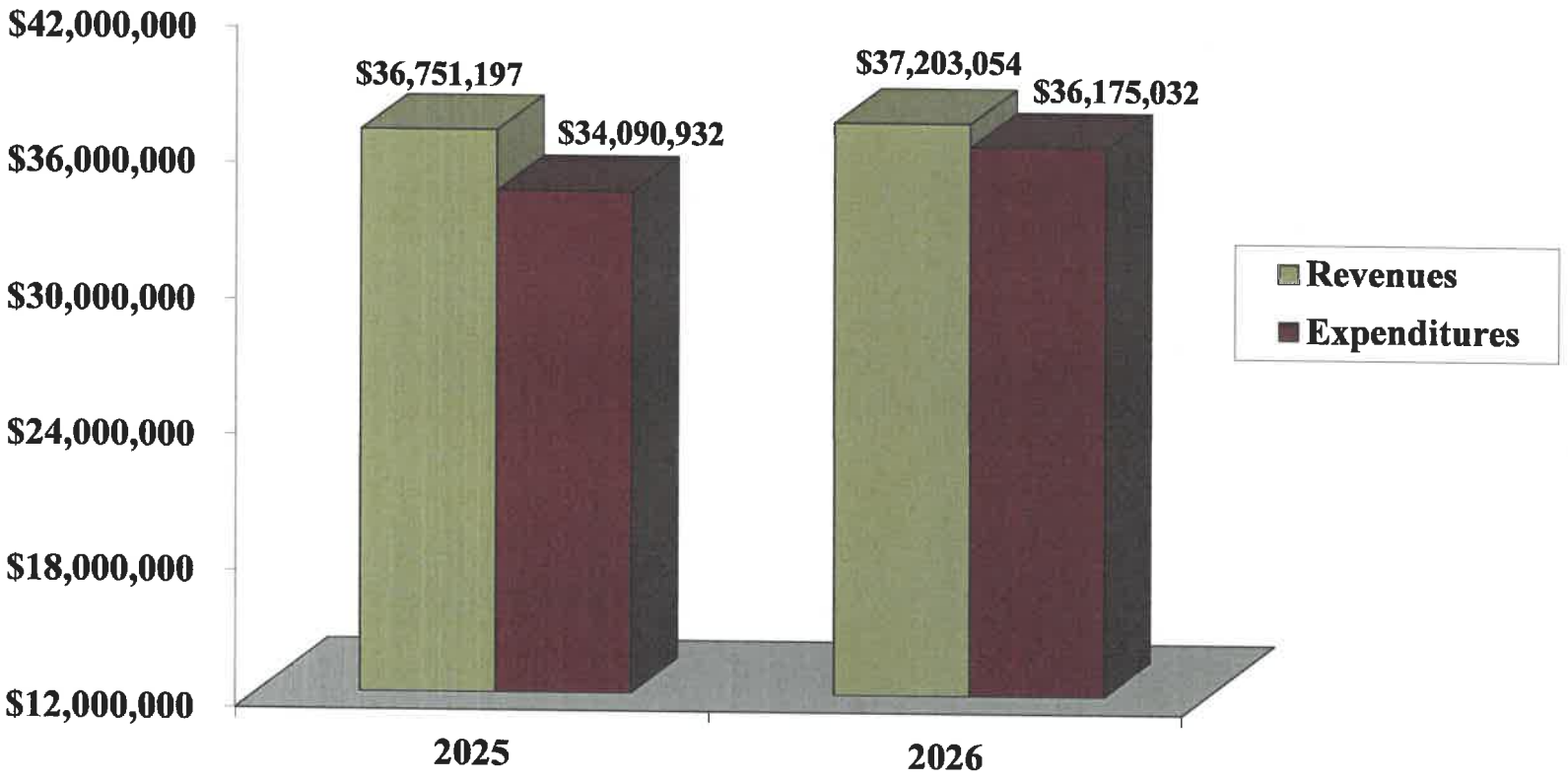
AVAILABLE FUND BALANCE - GENERAL FUND



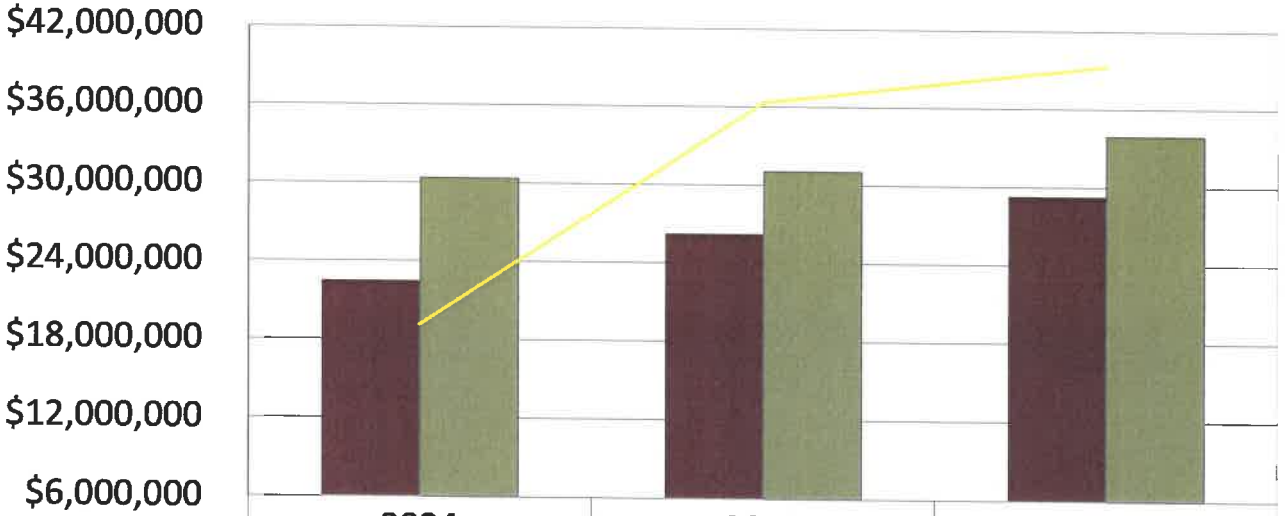
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GENERAL FUND SUMMARY



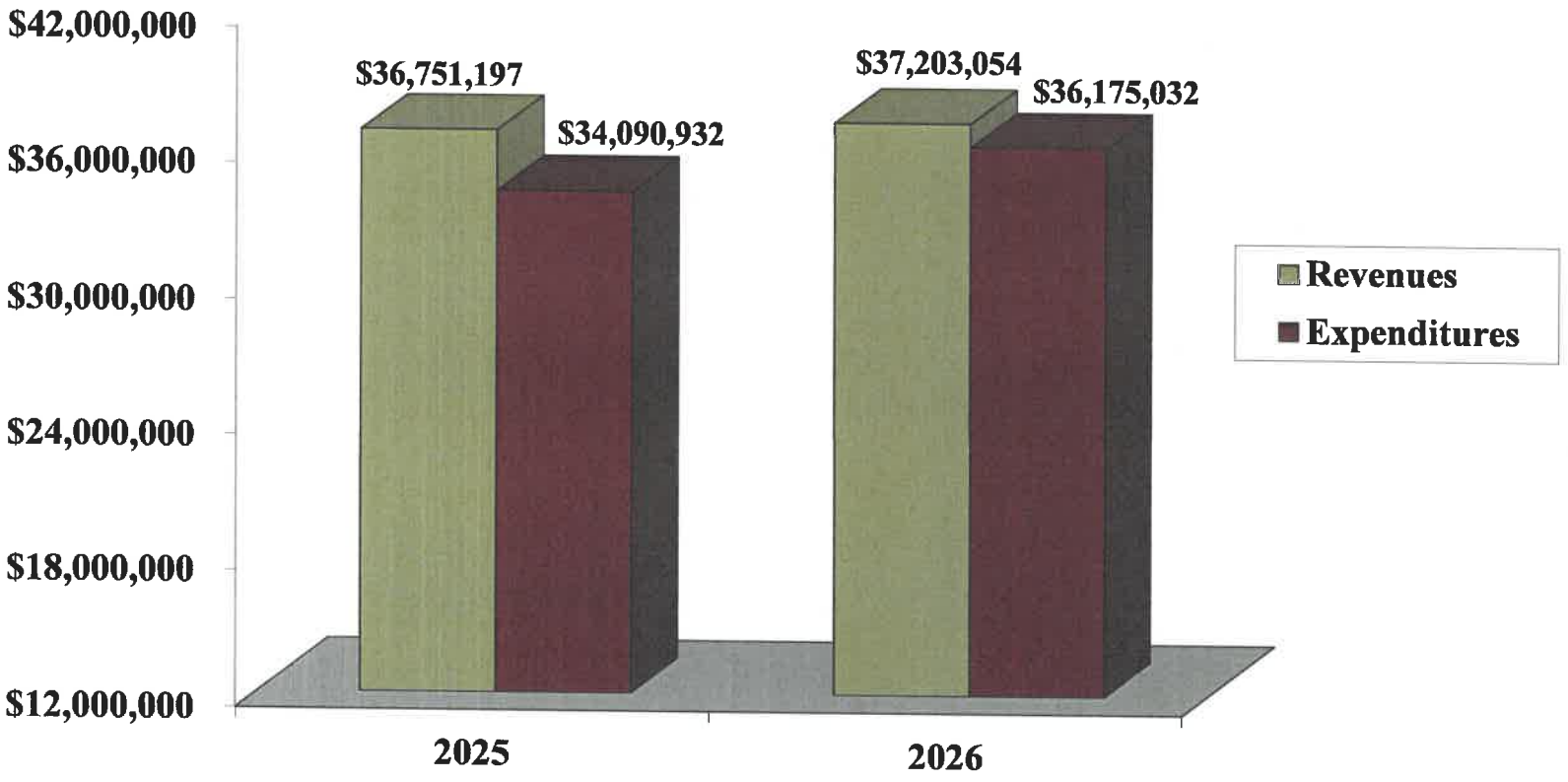
AVAILABLE FUND BALANCE - GENERAL FUND



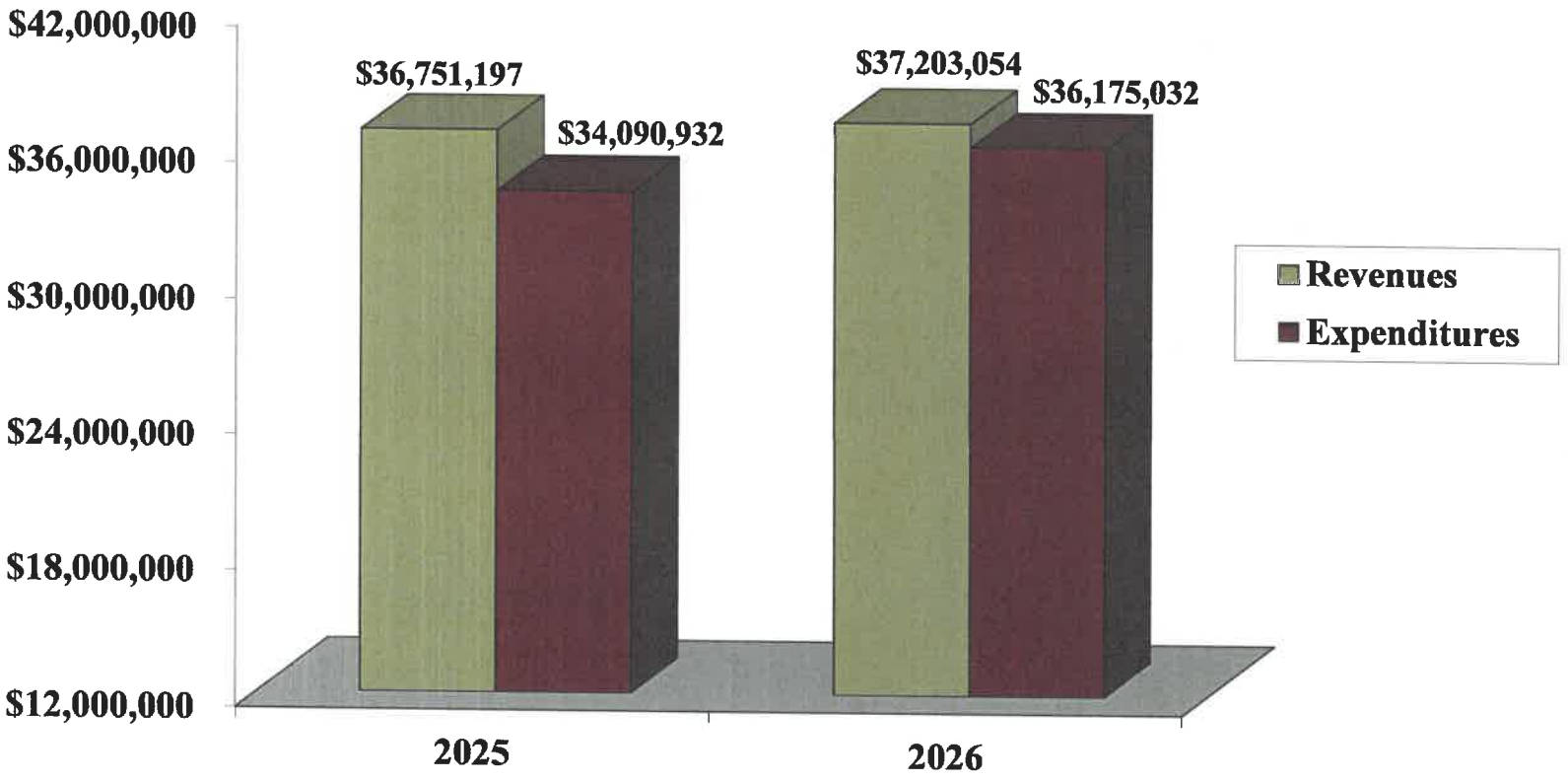
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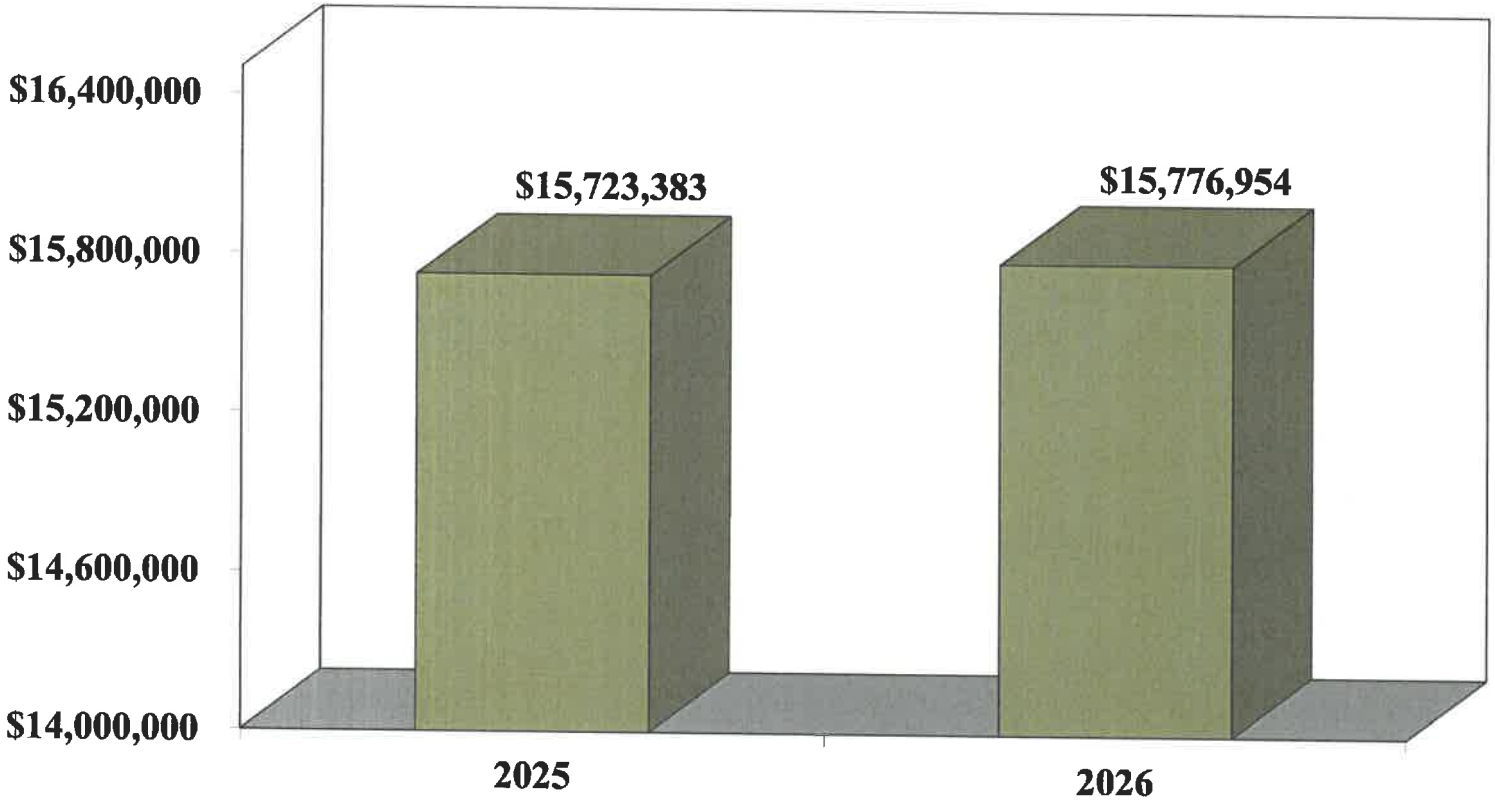
GENERAL FUND SUMMARY



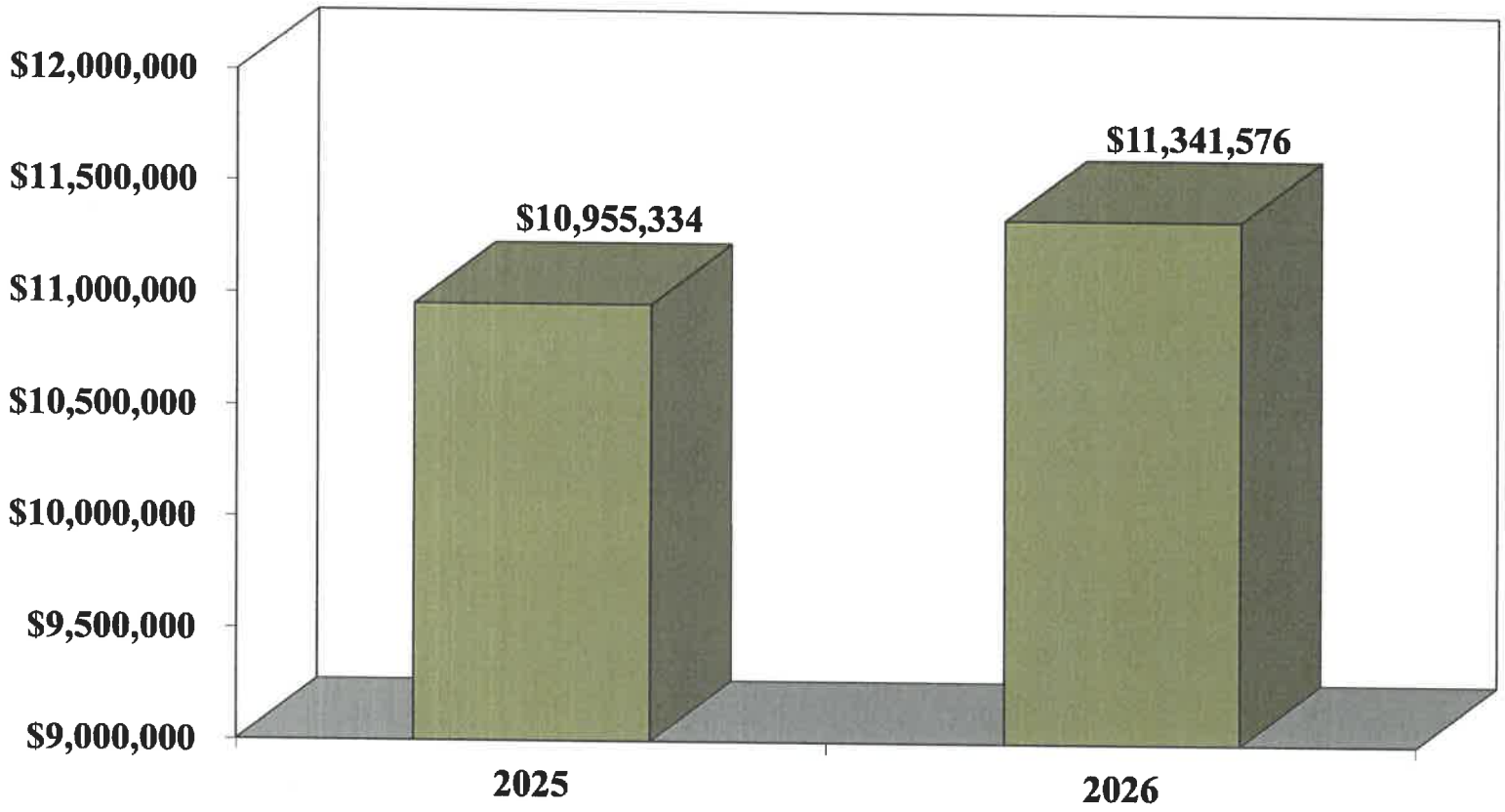
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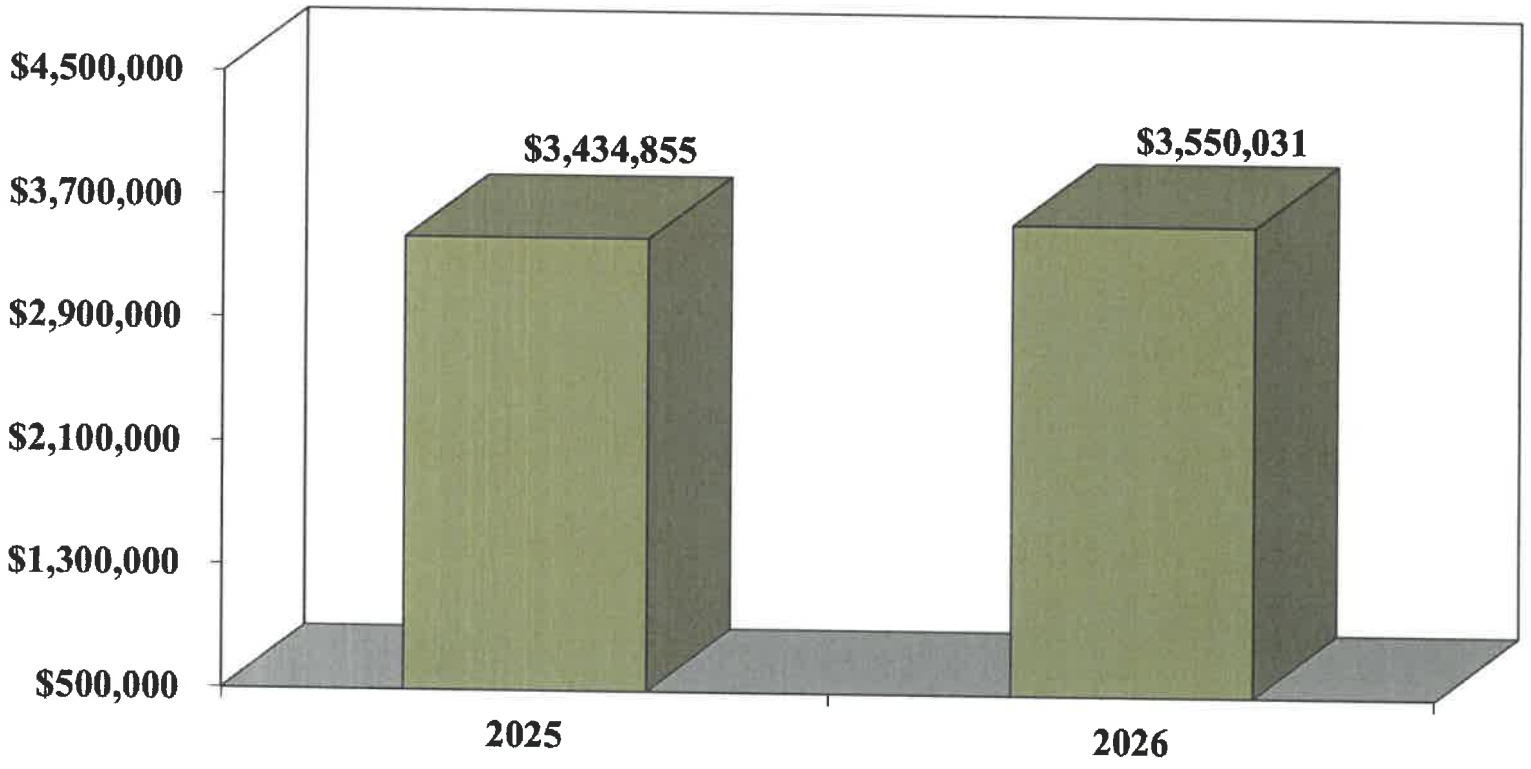
AD VALOREM TAXES



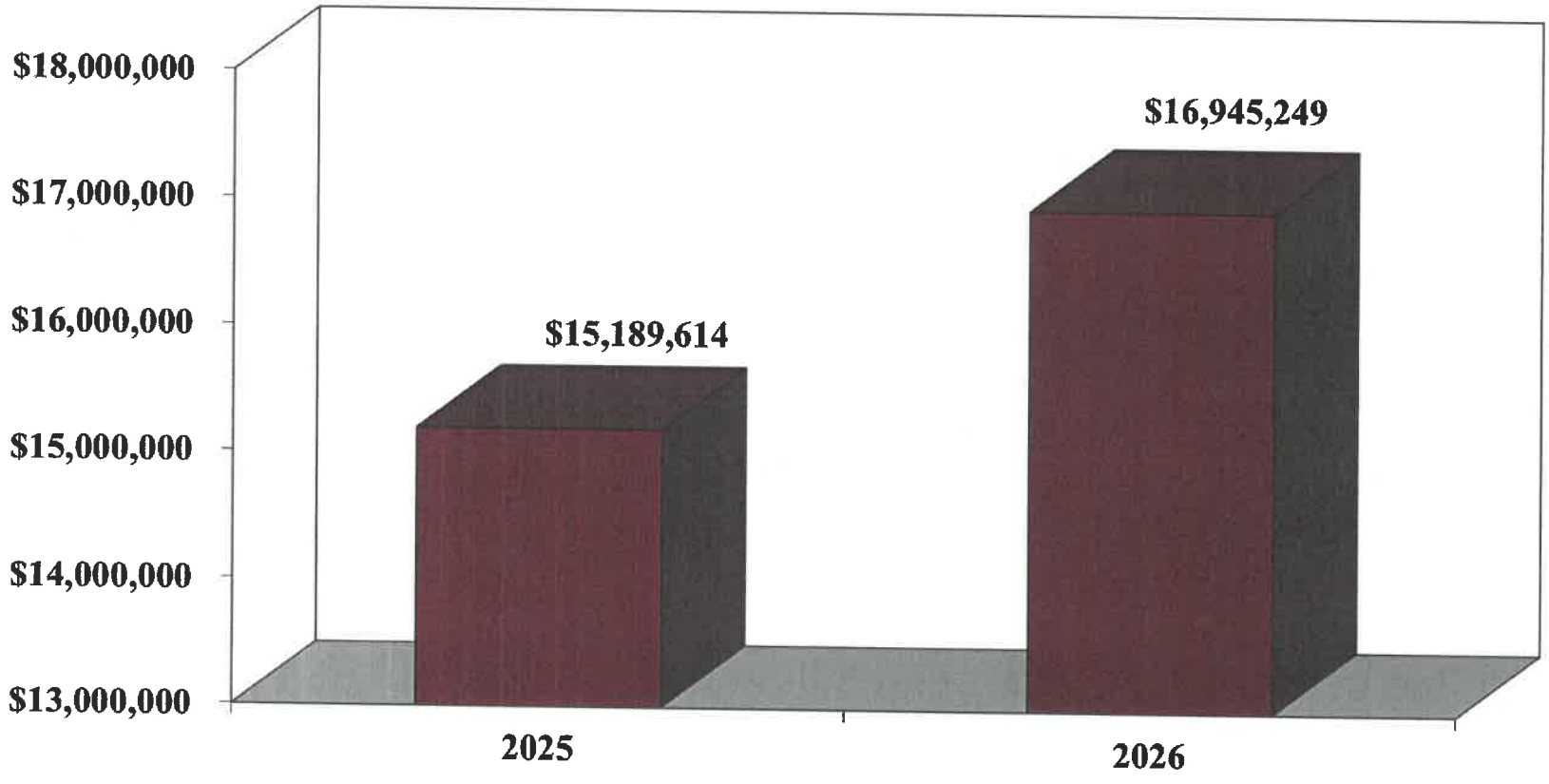
OTHER TAXES


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

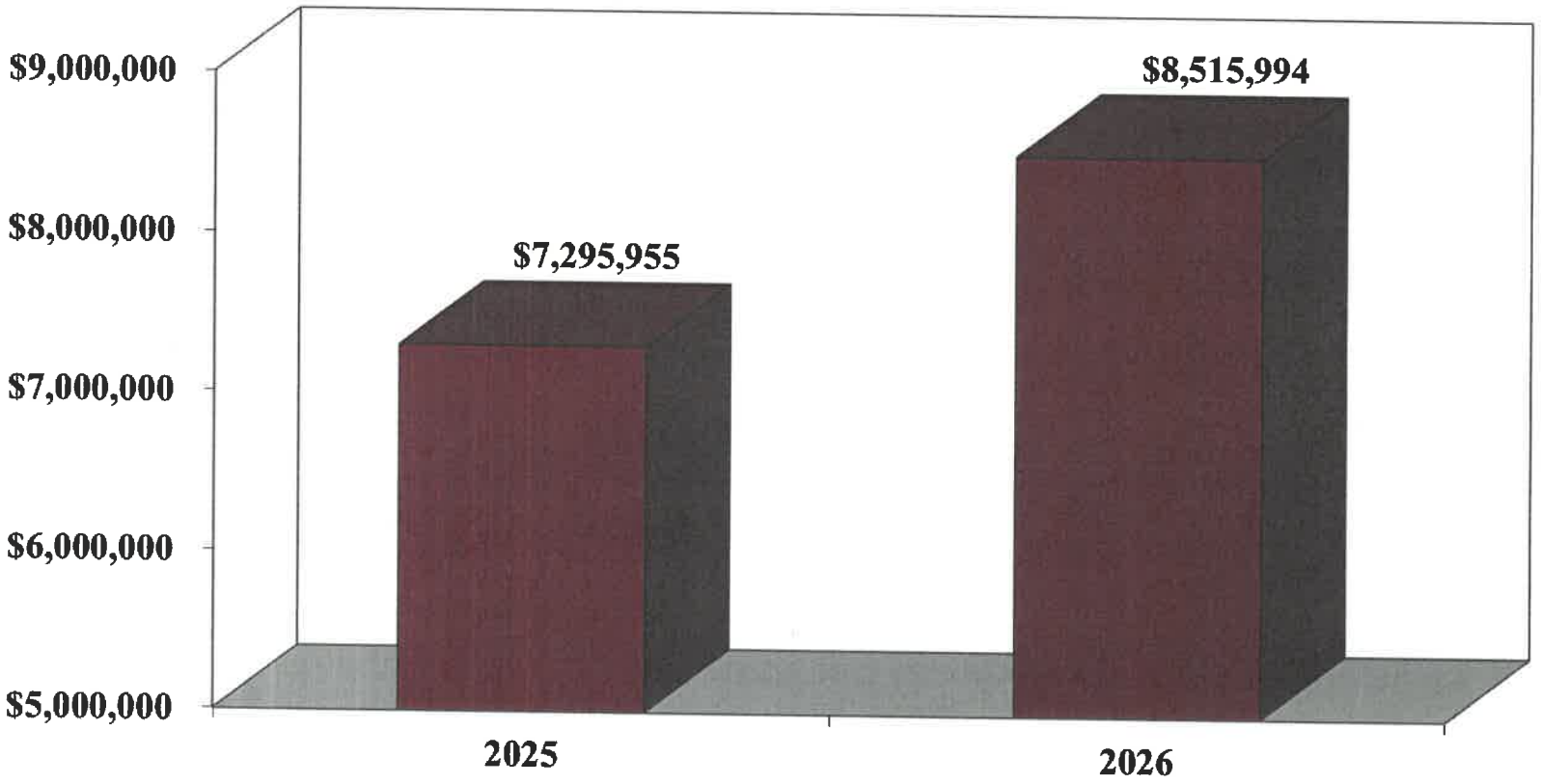
SALES AND SERVICES



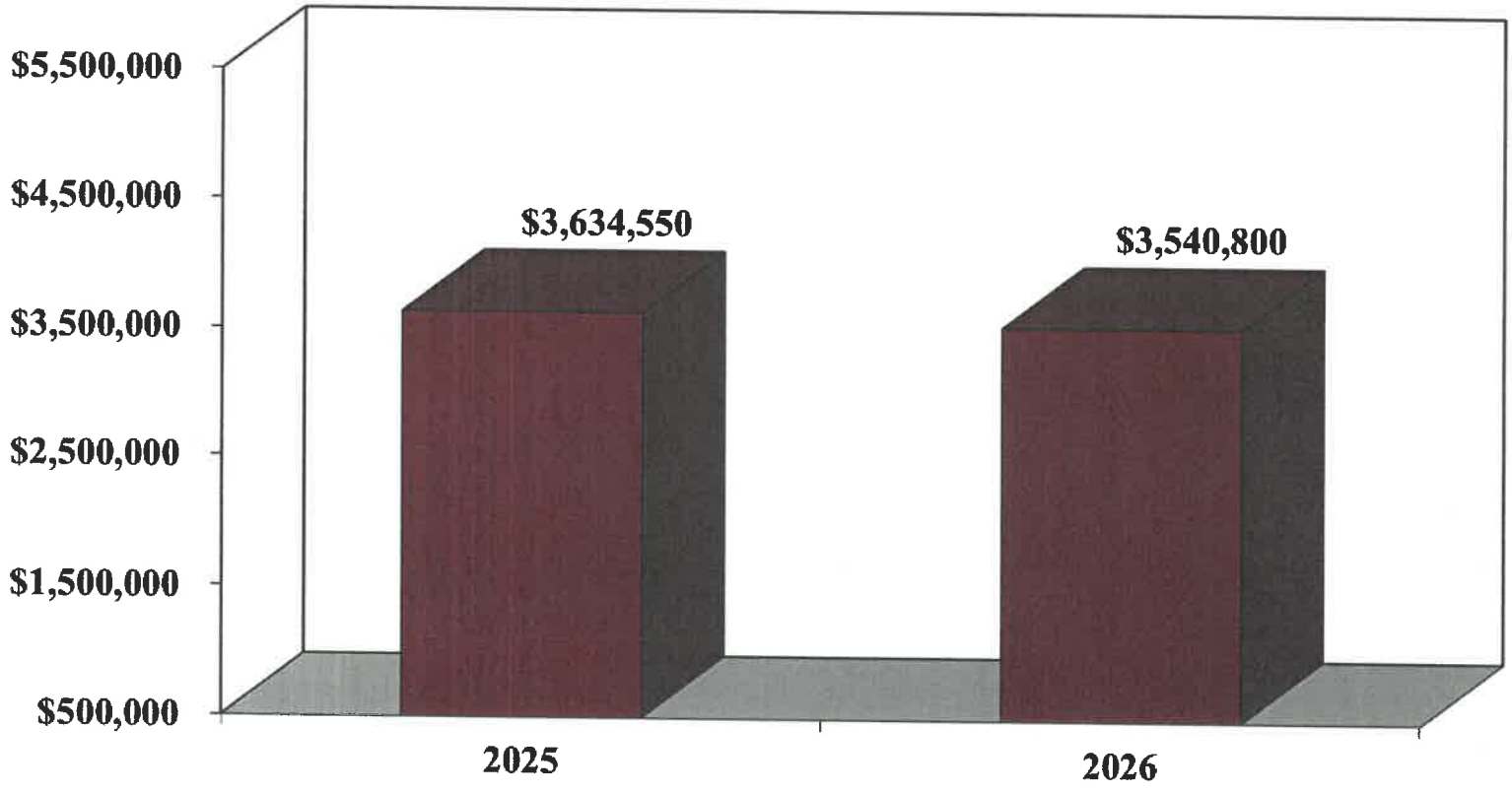
PUBLIC SAFETY



PUBLIC WORKS



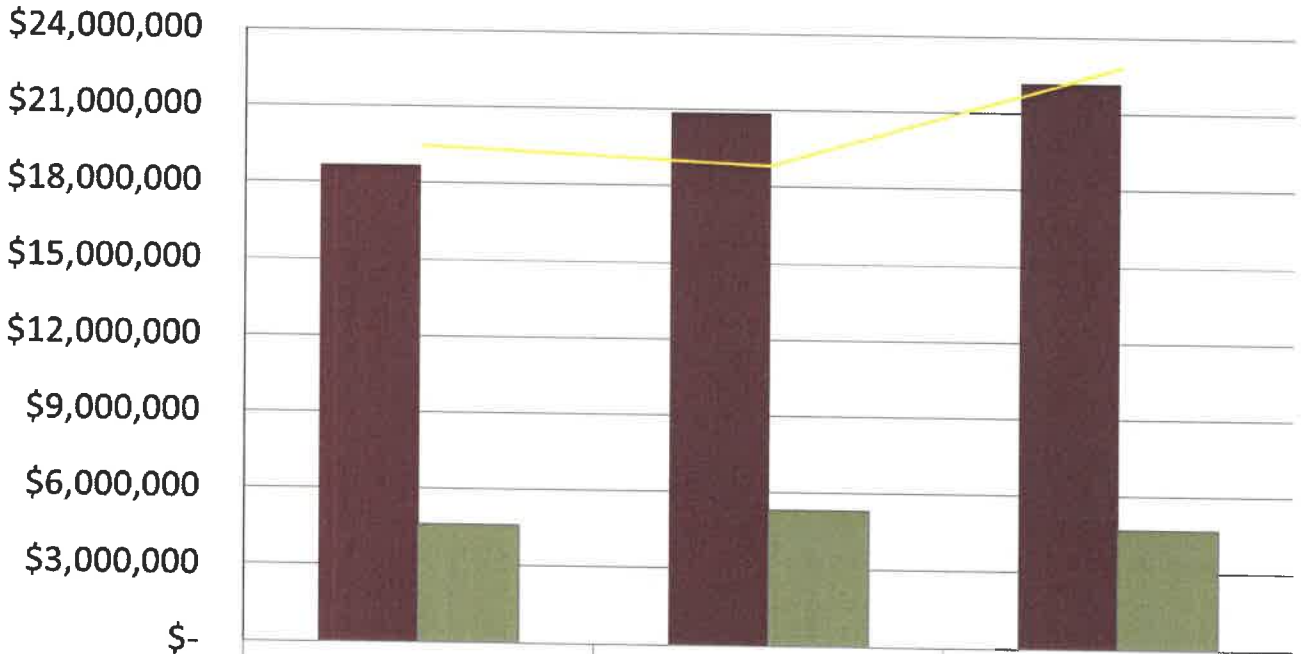
General Government



WATER & SEWER FUND

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

Quick Ratio – Water and Sewer



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

KEY PERFORMANCE INDICATORS

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

KEY PERFORMANCE INDICATORS

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





Questions?

Jill Vang

(828) 327-2727

jvang@msa.cpa

www.msa.cpa

Finance Department

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

Memo

To: City Manager, Mayor, and City Council

From: Finance Director

CC: Deputy City Manager

Re: FY 2026 – Audit Highlights

Greetings,

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

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

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

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

Key Financial Performance Statistics:

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

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

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

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

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

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

Sincerely,

Thomas Avant

General Fund (010)
Fund Balance Calculation
FY 2026

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

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

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

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

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

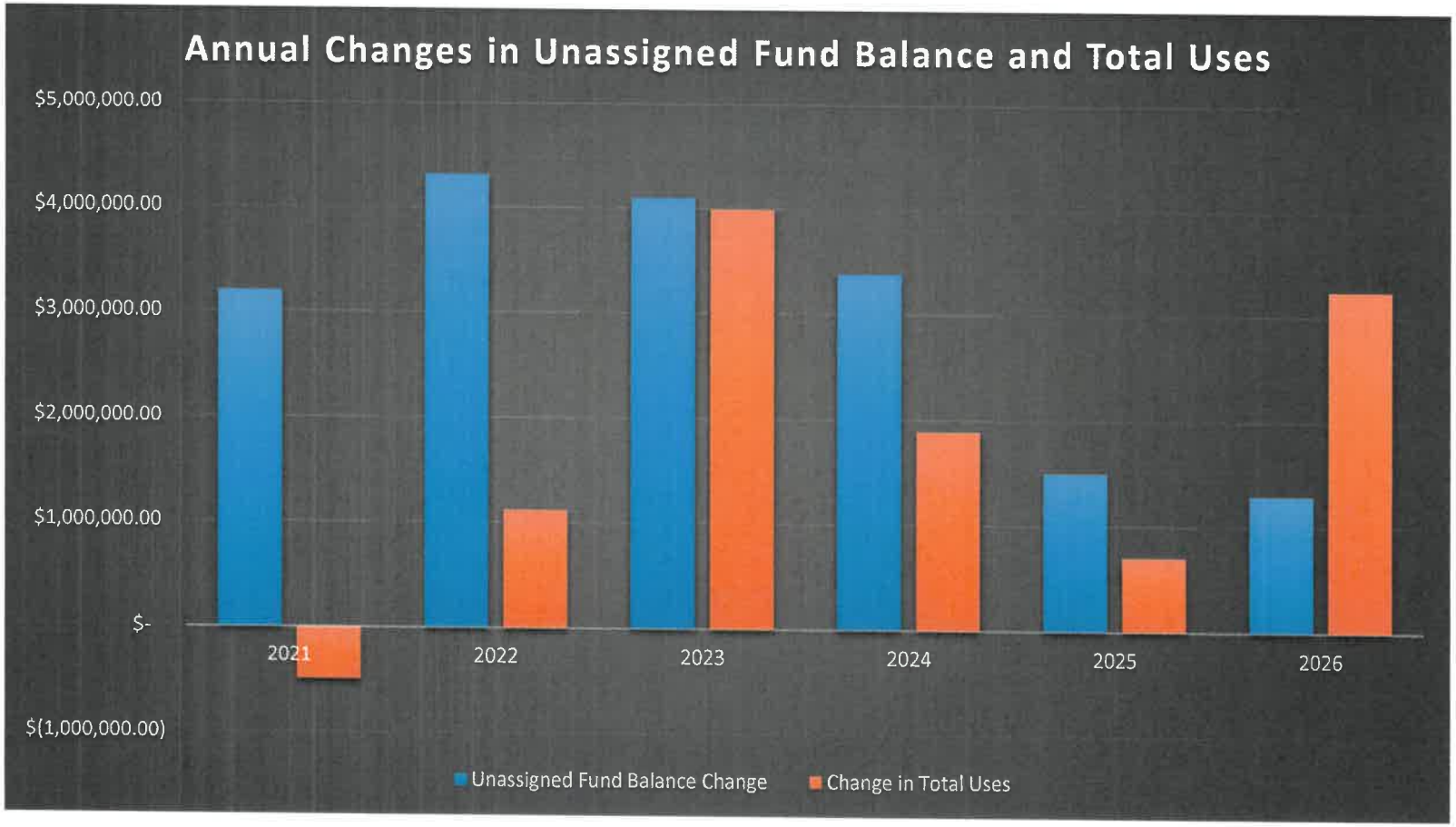
Example of calculation of fund balance as a percentage of annual expenditures (FY 2025):

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

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

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

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


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

City of Thomasville
Fund Balance History

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

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

Agenda Item Cover Sheet

Admin. Use Only:

NOTE: Committee Meeting Held on Thursday, November 5.

Committee Name Personnel/Finance

Committee Date And Agenda # 11.5.26 PF3

Item Name:

Public Hearing for Economic Development Project Bagel

Description of Item:

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

Back-Up Materials:

NA

Council Action Requested:

No Action Required

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

Agenda Item Cover Sheet

Admin. Use Only:

NOTE: Committee Meeting Held on Thursday, November 5.

Committee Name Personnel/Finance

Committee Date And Agenda # 11.5.2026 PF4

Item Name:

Approval of Extension of Aquatech Contract

Description of Item:

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

Back-Up Materials:

Ammendment

Council Action Requested:

Approval of Extension of Aquatech Contract

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

AMENDMENT TO STAFED POOL MANAGEMENT CONTRACT

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

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

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

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

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

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

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

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

Agenda Item Cover Sheet

Admin. Use Only:

NOTE: Committee Meeting Held on Thursday, November 5.

Committee Name Personnel/Finance

Committee Date And Agenda # 11.5.2026 PF5

Item Name:

Consideration of Adoption of revised Personnel Policy Appendix A

Description of Item:

After internal review of concerns regarding compression amongst staff, staff and PTRC has identified an issue regarding our current pay policies and the Position Classification System for grades. Staff is recommending that Council adopt a new Appendix A that lowers the starting pay in each grade by 5%. See the attached memo for more information regarding process and result.

Back-Up Materials:

Memo (sent under separate cover)

Council Action Requested:

Consideration of Adoption of revised Personnel Policy Appendix A

Requested By: M. Brandt/A Quick **Department:** Administration/HR

APPENDIX A: CLASSES TO GRADES SCHEDULE

CITY OF THOMASVILLE

EFFECTIVE UPON ADOPTION NOVEMBER 16, 2026

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

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

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

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

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

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

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

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

Agenda Item Cover Sheet

Admin. Use Only:

NOTE: Committee Meeting Held on Thursday, November 5.

Committee Name Personnel/Finance

Committee Date And Agenda # 11.5.2026 PF6

Item Name:

Discussion of Brownfields Program Application for Plant B Site

Description of Item:

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

Back-Up Materials:

Brownfields agreement

Council Action Requested:

Approval to move forward with Brownfield designation process

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

North Carolina Department of Environmental Quality
Brownfields Redevelopment Section

Exhibit A
Brownfields Agreement Template
April 2026

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

Brownfields Agreement Template

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

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

Land Use Restrictions Menu

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

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

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

Land Use Definitions Menu

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

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

Brownfield Agreement Process

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

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

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF: City of Thomasville

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

I. INTRODUCTION

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

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

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

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

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

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

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

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

II. DEFINITIONS

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

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

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

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

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

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

III. PROSPECTIVE DEVELOPER'S ELIGIBILITY

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

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

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

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

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

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

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

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

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

IV. FEES

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

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

V. WORK TO BE PERFORMED

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

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

b. the Division of Waste Management Vapor Intrusion Guidance;

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

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

e. the Brownfields Redevelopment Section Vapor Intrusion Mitigation Design

Submittal Requirements;

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

g. the Brownfields Survey Plat Checklist;

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

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

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

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

VI. LAND USE RESTRICTIONS

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

Land Uses

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

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

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

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

Specific Prohibitions

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

Environmental Management Plan

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

i. demolition of existing buildings, if applicable;

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

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

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

Redevelopment Summary Report

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

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

ii. soil grading and cut and fill actions;

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

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

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

legally required manifests shall be included).

Groundwater

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

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

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

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

Soil

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

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

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

ii. mowing and pruning of above-ground vegetation;

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

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

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

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

Vapor Intrusion

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

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

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

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

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

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

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

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

Property Access

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

Damage to Monitoring Points

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

Notifications upon Transfer

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

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

Separating Old from New Contamination

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

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

ii. in fluids in vehicles.

Land Use Restriction Update

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

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

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

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

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

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

public health and the environment.

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

VII. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

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

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

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

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

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

VIII. DUE CARE/COOPERATION

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

IX. CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. PROSPECTIVE DEVELOPER'S COVENANT NOT TO SUE

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

XII. PARTIES BOUND

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

XIII. DISCLAIMER

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

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

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

XIV. DOCUMENT RETENTION

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

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

XV. PAYMENT OF ENFORCEMENT COSTS

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

XVI. NOTICES AND SUBMISSIONS

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

a. for DEQ:

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

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

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

XVII. EFFECTIVE DATE

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

XVIII. TERMINATION OF CERTAIN PROVISIONS

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

XIX CONTRIBUTION PROTECTION

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

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

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

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

XX. PUBLIC COMMENT

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

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

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

_____

Tracy Wahl Date
Chief, Brownfields Redevelopment Section

IT IS SO AGREED:
City of Thomasville
By:

_____

Michael Brandt Date
City of Thomasville

Exhibit 2

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

GROUNDWATER

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

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

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

SOIL

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

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

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

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

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

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

SURFACE WATER

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

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

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

Agenda Item Cover Sheet

Admin. Use Only:

NOTE: Committee Meeting Held on Thursday, November 5.

Committee Name Personnel/Finance

Committee Date And Agenda # 11.5.2026 PF7

Item Name:

City Council Liasion Committee Reports

Description of Item:

Council will provide updates from their assigned committees to the rest of Council.

Back-Up Materials:

NA

Council Action Requested:

No Action Required

Requested By: Mayor York Jr.

Department: City Council

Agenda
Public Safety Committee Meeting
Thursday, November 5, 2026, 9:00 A.M.
Thomasville Aquatic & Community Center
20 Salem Street
Thomasville, NC 27360

Committee Members: Chairwoman Lisa Shell, Doug Hunt, Ericka Sanders

Call to Order **Chairwoman Lisa Shell**

1. **Approval of Minutes from the Public Safety Committee Meeting October 6, 2026 (City Clerk Wendy Martin)**
2. **Monthly Fire Department Update (Fire Chief Jason Myers)**
3. **Monthly Police Department Update (Police Chief Dustin Carter)**
4. **Code Enforcement Report (Planning and Community Development Director Chuck George)**
5. **Additions / Updates**
6. **Adjournment**

A quorum of the City Council may be in attendance and may participate in the discussion, but only committee members may vote.

Agenda Item Cover Sheet

Admin. Use Only:

NOTE: Committee Meeting Held on Thursday, November 5.

Committee Name Public Safety

Committee Date And Agenda # 11.5.2026 PSafe1

Item Name:

Consideration of Approval of Meeting Minutes

Description of Item:

Back-Up Materials:

Minutes

Council Action Requested:

Approval of minutes

Requested By: W. Martin **Department:** Administration

THOMASVILLE CITY COUNCIL
PUBLIC SAFETY COMMITTEE
MEETING MINUTES
October 6, 2026 at 9:00 AM
20 Stadium Drive, Thomasville, NC

Committee Members Present: Chairperson Lisa Shell and Committee Members Doug Hunt and Ericka Sanders.

Other Elected Officials Present: Mayor Raleigh York, Jr. and Council Members JacQuez Johnson, Dana Lomba, Hunter Thrift and Payton Williams

A quorum of the City Council was in attendance. Only committee members voted.

1. Call to Order – Chairperson Shell called the Public Safety Committee meeting to order.

2. Approval Of Minutes from the Public Safety Committee September 9, 2026

   Committee Member Hunt made a motion to approve the minutes of the September 9, 2026 Public Safety Committee meeting. Committee Member Sanders seconded, and the minutes were approved.

3. Monthly Fire Department Update

   Chairperson Shell stated that Fire Chief Jason Myers' written report would stand as submitted. No further discussion took place.

4. Monthly Police Department Update

   Chairperson Shell stated that Police Chief Dustin Carter's written report would stand as submitted. No further discussion took place.

5. Fire Marshal and Code Enforcement Updates on Commercial and Residential Properties

   Planning and Zoning Administrator Chuck George reported that code enforcement officers handled 89 cases in September. Some closed and some were still active.

   He reported that the property at 619 Salem Street had finally been cleaned up, which he described as a welcome improvement next to the Aquatic Center.

   On the 30 Salem Street property, a hearing had been set for the owner, Francis Leak, who did not appear. Mr. George sent a Findings of Fact to the owner by certified and first-class mail and filed a *lis pendens* with the Davidson County Clerk of Court, so that any future purchaser would remain obligated. The owner must provide an engineer's letter addressing removal of the second floor and making the building safe and compliant with North Carolina code, including the safety concerns cited by the Fire Marshal. Mr. George gave the owner until November 16. If he receives no response, he will return in December for the Committee to decide on

further action. He noted the owner had recently opened the blinds and moved items, suggesting some activity toward compliance.

A safety concern regarding the North State property across the street from City Hall caused City staff to require North State to install safety barriers, and a sidewalk was created in the parallel parking area to provide safe access.

Council Member Hunt asked whether anyone was living at 100 Brown Street, where the water meter had been removed. Mr. George said he would check, and he later indicated that no one was living there. City Manager Brandt noted that removal of water service alone does not make a residence condemnable. Council Member Hunt noted that removal of power as well would change that, and Mr. George confirmed that when power is also removed, the city normally gives occupants a letter they can take to the housing authority to seek housing.

6. Consideration of Approval of Property Addressing Policy

Mr. George explained that a recent address-change dispute revealed the city had no written addressing policy. Staff used the City of High Point's policy as a model. Under the proposed policy, the Planning and Zoning Department would be responsible for assigning addresses and processing changes caused by infill development, which also supports 9-1-1 and first responders. He said the draft would be revised to include the extraterritorial jurisdiction (ETJ). He proposed placing the policy in Chapter 70, Article 5, Section 70 (streets and sidewalks), where change of address is already briefly addressed. Addresses would be assigned every 50 feet so infill lots could receive an address without disrupting neighboring properties, an issue that has caused hardship for neighbors in recent years.

City Manager Brandt stated that the item should move to Briefing, and he asked Mr. George to work with the City Clerk on an ordinance to be attached.

Committee Member Hunt made a motion to move this item to Briefing. Committee Member Sanders seconded.

7. Consideration of Approval of Street Closure Ordinances for Chair City Christmas and Star of Bethlehem Drive-Thru Nativity

City Manager Brandt reported that the organizers requested the same regular street closures as in prior years.

He noted that the city understood this would likely be the final Star of Bethlehem event.

Because the closures involved state streets, the ordinance needed to move forward as soon as possible.

Committee Member Hunt made a motion to move this item to Briefing. Committee Member Sanders seconded.

8. Consideration of Amendment to Animal Control Ordinance

Police Chief Carter reviewed the proposed amendment to Section 10-36 of the city's domestic animals ordinance, which was continued from the prior month. At that meeting, the committee's primary concern was the effect on residents already lawfully keeping animals, such as horses and donkeys on lots under two acres. The committee also considered written public comments about horses, donkeys, and pet pigs, including pot-bellied pigs. Because the original draft had no grandfather provision, the item was continued for legal review and revision.

Chief Carter summarized the provisions:

- Title: The phrase "not for breeding purposes" is removed, and the title will read "Number of animals permitted."

- Subsection (a), dogs: The limit of three dogs aged four months or older on a residentially zoned lot is unchanged. A sentence is added stating that dog breeding remains subject to Section 10-37.

- Subsections (b) through (d) and (e): These are unchanged, including the existing dog grandfather provision for dogs lawfully kept before the August 21, 2023 amendment.

- Subsection (f), livestock: Livestock may not be kept on lots smaller than two acres. Structures housing livestock must be at least 200 feet from a residential structure on another lot and 20 feet from any property line. The limit is one animal per two acres of pasture, with a maximum of five. Swine prohibited under Section 10-2 are expressly excluded, and the amendment does not create an exception to that section. Poultry is excluded because it is regulated separately.

- Subsection (g), poultry: Only hens are permitted, and roosters and other male fowl are prohibited. A maximum of five birds is allowed per dwelling house, and poultry is not permitted at multifamily dwellings. Poultry is separated from livestock because the city's definition of livestock includes chickens, which would otherwise subject backyard hen keepers to the two-acre requirement.

- Subsection (h), grandfathering: Livestock or poultry lawfully kept before October 19, 2026 may remain for the remainder of the animal's natural life. No new or additional animals may be added if doing so would increase or perpetuate noncompliance. The protection does not permanently exempt the property, and it does not legalize any animal already prohibited under another section of city code.

If approved by council, the effective date would be October 19, 2026.

Committee Member Hunt made a motion to move this item to Briefing. Committee Member Sanders seconded.

9. Presentation of Flock License Plate Reader Cameras Policy and Usage by Police Department Staff

Chairperson Shell had asked for this item to be added to address the concerns of members of the public who are opposed to the Flock cameras.

City Manager Brandt explained that staff compiled questions from council members and from public comment at the prior council meeting, and that the Police Department prepared a presentation and memo in response. He noted that the legal landscape is still evolving, citing a news report of a court ruling that a particular use of Flock data was probably unconstitutional.

Chief Carter, assisted by Lieutenant Christopher Leonard, presented responses to 18 questions. The key points were as follows.

- Cameras and placement. Thomasville operates eight Flock Falcon ALPR cameras under contract and is testing two others from another vendor. Command staff determine placement under General Order 101-16, based on major entry and exit points, high-traffic corridors, retail areas, high-crime areas, and known flight routes (toward High Point via National Highway or US 29/70, and toward Charlotte or Greensboro via I-85).

- Data collected. The cameras capture only license plate numbers, date and time, camera location, and visible vehicle characteristics. They do not collect driver identity, facial images, interior images, or biometric data, and they do not use facial recognition.

- Storage and retention. Data is encrypted from capture through cloud storage on Amazon Web Services. Under department policy, data is deleted after 30 days. It may be kept longer only when tied to a documented investigation with a case number, and then no more than 90 days unless preserved by court order or statutory exception. Chief Carter cited G.S. 20-183.32, which makes ALPR data confidential, limits retention, and allows preserved data to be kept up to one year.

- Access and sharing. ALPR data is not a public record. It may be shared only with authorized law enforcement or prosecutorial agencies on written or electronic request, with approval from the chief or designees. Chief Carter identified himself and Captain Annas as the only persons able to approve sharing requests.

- Internal access. Access is tiered under General Order 101-16:

  - Patrol officers (29 users) receive alerts only.
  - Detectives (11) and supervisors (11) may conduct manual searches after additional training.
  - Administrators (6) have audit and compliance tools.
  - All users must complete training and sign a policy acknowledgment.

- Misuse safeguards. The department prohibits personal, curiosity, and discriminatory searches. All activity is logged, Flock can lock out users who show suspicious behavior, and command staff and the professional standards division conduct audits. Unauthorized access is a Class 1 misdemeanor under G.S. 20-183.33 and may be a felony under G.S. 14-454.1. An August 11, 2026 professional standards audit found no misuse. In response to a question from Council Member Williams, Chief Carter said audits are intended to occur quarterly (every four months), with continuous command-level oversight in the interim.

- Verification and accountability. Alerts are treated as investigative leads only. Officers must visually confirm the plate image, and communications staff must verify the hit through NCIC, DCI, or the department hot list before enforcement action. Supervisors oversee related stops, and responsibility rests with the officer and chain of command.

- Costs. The initial cost was $28,034, paid October 29, 2025, covering the platform, eight cameras, and installation. The annual recurring cost is $24,000, covering hardware lease, connectivity, cloud storage, software, and maintenance. The contract has a 24-month term that renews for 24 months unless canceled with 30 days' notice before the renewal date.

- Public records. Policies, contracts, invoices, camera counts, and audit summaries are public records, while ALPR capture data is not.

- Investigative value. The system is most useful in cases involving a vehicle, including stolen vehicles, violent crimes, missing or endangered persons, hit-and-runs, and drug trafficking. Because of a recent cyber-attack, full before-and-after crime statistics are unavailable. Chief Carter cited documented outcomes, including recovery of missing persons, a solved home invasion and shooting, recovered stolen vehicles and property, and assistance in regional homicide investigations, including the capture of a Georgia homicide suspect in Davidson County and a Gaston County double homicide.

- Other technology. The department also uses drones, body-worn cameras, a Faro 3D scanner, mobile fingerprint scanners, a community camera registry, and night vision optics for SWAT.

- Liability. Under the master services agreement, Flock is responsible for securing its systems and carries $5 million in cyber and professional liability insurance. Its liability is generally capped at the prior 12 months' fees, absent gross negligence or willful misconduct. The city is not liable for breaches within Flock's systems.

- Public comment responses. On Carpenter v. United States, the chief stated that ALPRs capture single point-in-time observations of vehicles on public roads rather than the long-term comprehensive tracking at issue in that case. The cameras generate no revenue because they are not used for traffic enforcement. Department policy and state law prohibit use of ALPRs to monitor churches or First Amendment activity.

Council Member Williams asked whether data could be accessed if a camera were stolen, citing online bounties on Flock cameras. Chief Carter answered that data on the device is encrypted from capture until upload.

Council Member Williams asked what alerts look like, and the chief explained that patrol officers receive a mobile, desktop, or email alert showing the vehicle image, tag, camera location, and alert type, such as stolen vehicle or Amber Alert. He described how a supervisor might search by time and direction of travel after a crime.

Council Member Williams said a friend and his fiancée were wrongly stopped and detained for about two hours in Davidson County after their tag was erroneously flagged as stolen and said she valued the required human verification in Thomasville's policy.

City Manager Brandt noted that misidentified stops occurred before Flock and that the verification process may reduce them. Chief Carter agreed and said such verification steps are routine practice and noted that the system's audit capability had uncovered officer misuse in the past.

City Manager Brandt and several Council members praised the presentation as thorough and informative.

Council Member Thrift asked whether anyone had responded directly to the residents who raised questions and was told no.

Mr. Brandt offered that staff could present the information at a council meeting or hold a forum. Council Members Thrift, Johnson, and Williams favored a presentation, possibly condensed, at a council meeting, with Council Member Williams expressing concern that an open forum could "go off the rails."

Council Member Johnson also suggested involving the community resource officer in public education.

Council Member Williams said she learned a great deal and recommended explaining how alerts work and that Thomasville's policies apply locally regardless of other jurisdictions' practices.

At Council Member Hunt's request, Lieutenant Leonard described a recent missing person case. An elderly man left Thomasville for Greensboro and did not return. The department entered his tag into NCIC and the ALPR system, then received hits near Asheville traveling west and later east. He was stopped in North Wilkesboro by an officer alerted by that agency's LPR camera and was later found to have an undiagnosed brain tumor.

Chief Carter explained that previously, regional BOLOs relied on officers remembering the alert as time passed and described a similar recent case in which an elderly woman who was lost was located through a camera alert and reunited with her husband.

Chairperson Shell indicated the item could be scheduled for the December council meeting for further public presentation and questions. No formal motion was recorded.

10. Consideration of Approval of Loading Zone Removal Ordinance Amendment

Main Street Director Tammy Joyce asked the Committee to move the double-long loading zone in front of the Palace Theater to J Thomas Way near the intersection of Salem Street (in front of the Pepsi mural.) In addition, she requested that they make the double-space loading zone near the center of J Thomas Way a single-space loading zone.

Committee Member Hunt made a motion to move this item to Briefing. Committee Member Sanders seconded.

11. Additions / Updates

Deputy City Manager Eddie Bowling advised that he and Chuck George met with McGill & Associates regarding an update on the Kern Street School project. He asked that they be allowed to present three options to Council at the Briefing meeting.

Committee Member Hunt made a motion to move this item to Briefing. Committee Member Sanders seconded.

12. Adjournment

Chairperson Shell called for a motion to adjourn. Committee Member Hunt made a motion to adjourn. Committee Member Sanders seconded, and the meeting was adjourned.

These minutes were created by the Thomasville City Clerk using HeyGov ClerkMinutes.

Agenda Item Cover Sheet

Admin. Use Only:

NOTE: Committee Meeting Held on Thursday, November 5.

Committee Name **Public Safety**

Committee Date And Agenda # 11.5.2026 PSafe2

Item Name:

Fire Department Monthly Update

Description of Item:

Monthly Update of Fire Department Activities

Back-Up Materials:

Monthly Update

Council Action Requested:

No Action Required

Requested By: Chief Myers **Department:** Fire

Thomasville Fire & Rescue
712 East Main Street
Thomasville, North Carolina 27360
Telephone 336-475-5524

Office of the Fire Chief
Jason D. Myers

Wednesday, October 28, 2026

Administration Report:

- All full-time staff positions are currently filled. We continue to have vacancies for a part-time fire inspector and part-time firefighter positions.
- We have submitted our application for our Swift Water Rescue Team to become a State deployable resource through NC Emergency Management. We are waiting to see if our team is accepted.
- The new Ladder 22 has been delayed for approximately two weeks due to installation of on-scene lighting and programming delays. It is currently at Atlantic Coast Fire in Denver, NC and will be delivered to Thomasville when this lighting delay is completed.
- Rhinehart Fire Services completed our annual flow testing of all of our air packs. This ensures our air packs meet all certification standards and are functioning as they should.

Training Summary:

- All shifts conducted an annual confined space refresher over the last month. Davidson County 911 Center participated by sending multiple telecommunicators each day for interagency training.
- Six members attended the UNC School of Government – Fundamentals of Leadership class offered through Davidson-Davie Community College.
- Five members attended the NCLEAP / RAI – Critical Incident Stress Management training to better assist our own and those departments around us.
- Crews participated in facilities training at Rowan-Cabarrus Community College's Fire Academy Training Grounds. Topics were left to the captain's discretion and involved live fire training, as well as forcible entry and ventilation props.
- C-shift crews participated in realistic hose advancement exercises at Hedrick, Inc. on Myrtle St.
- Multiple personnel attended Instructor Upgrade as required by Office of State Fire Marshal (OSFM) for 2026.
- Two personnel attended Durham Dirty Work – a hands-on seminar for extensive live fire and victim rescue training.

- Two personnel attended the NC Extrication School at Sandhills Community College. These firefighters participated in extensive extrication drills involving everything from small passenger cars to large commercial vehicles in a variety of positions.
- We have several other individuals participating in Advanced Thermal Imaging classes and Emergency Vehicle Driver classes.

Emergency Management Division:

- Participated in a tabletop scenario with Novant Health Thomasville Medical Center.
- Hosted the Hazardous Materials Emergency Preparedness grant exercise on 10/14/2026. This exercise involved more than 150 participants.
- Continued working with the contractor to produce an Emergency Operations Plan for the City of Thomasville.
- The stream remediation work on Jimmy's Creek, through the StRAP grant is wrapping up. All earth moving work is complete.
- The Thomasville radio system recorder, located at Davidson County 911, is being replaced, fulfilling a capital improvement project.
- Assisted Davidson County Emergency Management with a multi-day, land search operation on Beck's Church Rd.

Fire Incidents Summary:

- The department responded to 149 calls for service from September 29th, 2026, through October 27th, 2026.
    - Sixteen medical assist calls for service.
    - Eighteen traffic accidents with injuries.
    - Seven traffic accidents with property damage only.
    - One traffic accident with a pin-in/entrapment.
    - Two structure fires during this period.
        - 10/02/2026 - 172 Hasty School Rd. - Commercial Structure Fire. Assisted Hasty Fire Department.
        - 10/26/2026 - 108 Forest Dr. - Residential Structure Fire. ~ $150,000 in damages. Several pets lost their lives in this structure fire.
    - Additional fire related responses.
        - Seven brush/trash/rubbish fires.
        - One appliance fire.
        - Three vehicle fires.
        - One dumpster fire.
    - Eighteen fire alarm activation calls.
    - Utility Emergencies:
        - Six electrical emergencies.
        - Four Gas / Carbon Monoxide emergencies.
    - Multiple other calls for services listed as service calls, lift assists, or good intent calls.

Fire Marshal Reports:

- Inspections completed: 61
- Attended multiple meetings with other City inspectors, NCICIE meetings, TRC meetings, development meetings, and multiple meetings with business owners.

Public Education and Fire Prevention Efforts:

- B-shift Ladder 21's crew setup at Thomasville Primary School for ~145 kindergarten students for a show and tell of firefighters and their trucks.
- C-shift provided a station and fire truck tour to five children and two adults. Firefighters demonstrated donning their bunker gear and air pack.
- B-shift Engine 23's crew visited Honey Bunch of Kids Daycare and spoke about fire safety and gave the children an opportunity to see the fire truck. ~45 children
- Safety Fest at Sechriest-Davis Funeral Home was a huge success. We are grateful for our partnering agencies for assisting in making this a great event for our community.
- C-shift Ladder 21's crew, along with some of the administrative staff, participated in the Hispanic Heritage Parade & Celebration at Thomasville Middle School. This was partnership with TMS and the Latino Association of Davidson County.
- B-shift Ladder 21's crew visited Bella Friend's Preschool and gave the children an opportunity to see the fire truck. ~6 children
- Members of our fire prevention team and C-shift Engine 23's crew, along with Chief Myers and Deputy Chief Wilson, attended the inaugural BRDG Community Event at Bethel Global Methodist Church. This was a great time of fellowship and introducing community members to resources within their community, as well as showing solidarity between faith-based organizations and City leadership.
- Crews participated in the Fall Festival at Memorial United Methodist Church. Ladder 21 was setup for tours and crews handed out fire prevention materials.

Respectfully submitted,

Jason D. Myers

Jason D. Myers
Fire Chief

Agenda Item Cover Sheet

Admin. Use Only:

NOTE: Committee Meeting Held on Thursday, November 5.

Committee Name **Public Safety**

Committee Date And Agenda # 11.5.2026 PSafe3

Item Name:

Police Department Monthly Update

Description of Item:

Monthly Update of Police Department Activities

Back-Up Materials:

Monthly Update

Council Action Requested:

No Action Required

Requested By: Chief Carter **Department:** Police

Thomasville Police Department Monthly Report

October 2026 | City Council | Data current through October 27, 2026

Executive Snapshot

Measure	October / Current
Calls for Service (Oct. 1–27)	1,712
Calls for Service (YTD)	20,317
Overdoses (YTD)	28
Sworn Vacancies	5 (3 open; 2 frozen)
Civilian Vacancies	0
DWI Arrests	5

KEY TAKEAWAY The department maintained service delivery, advanced hiring and field training, and participated in multiple community events.

1. Community Engagement & Partnerships

TPD partnered with Parks and Recreation for Party in the Park and National Night Out at Memorial Park; participated in Safety Fest at Sechrest Funeral Home, including a bicycle rodeo and helmet distribution; and attended the domestic violence vigil at Davidson-Davie Community College with The Hattie House (formerly Family Services of Davidson County).

Officers and Parks and Recreation provided hot dogs at the BRDG Program at Bethel Global Church; attended Trunk or Treat events at Thomasville Primary School, the YMCA, and Thomasville Pediatrics; participated in the downtown merchants' meeting at the Aquatic Community Center; and supported Communities in Schools reading activities at Thomasville Primary School.

KEY TAKEAWAY Outreach spanned traffic and bicycle safety, domestic violence awareness, youth engagement, and partnerships with schools, community organizations, and downtown merchants.

2. Staffing & Recruitment

Category	Status
Sworn vacancies	5 total: 3 open; 2 frozen
Civilian vacancies	0
BLET trainees	0
Field training	3 officers progressing
New hire	Van Tran, Randolph Community College BLET graduate; began administrative training while awaiting NC Training and Standards certification

KEY TAKEAWAY Recruitment produced one new police officer hire, while three officers continued field training. Five sworn vacancies remain as reported.

3. Calls for Service

Reporting Period	Calls
August 2026	2,138
September 2026	2,219
October 1–27, 2026	1,712
Year-to-Date 2026	20,317

KEY TAKEAWAY TPD handled 1,712 calls through October 27, bringing year-to-date calls for service to 20,317.

4. Drug Overdose Response

Period	Overdoses	Narcan Used	Suspected Deaths	Transports
September 2026	2	1	0	2
October 2026	3	3	0	2
2025 Total	40	22	2	21
YTD 2026	28	19	0	20

KEY TAKEAWAY Three overdose incidents were reported in October, with Narcan used three times and two transports. No suspected overdose deaths have been reported in 2026 year-to-date.

5. Traffic Safety Activity (October 1–27)

Total crashes investigated: 58

Primary Crash Types

Crash Type	Crashes	Percent	Property Damage
Backing Up	10	17%	$173,700
Angle	9	16%	$73,200
Fixed Object	7	12%	$57,650

Primary Contributing Circumstances

Reported Circumstance	Incidents	Percent
Failure to Reduce Speed	15	13%
Failure to Yield Right of Way	14	12%
Inattention	12	10%

Percentages reflect the reported share of overall crashes involving each primary contributing violation.

Intersections with Two Reported Crashes Each

Intersection	Crashes
US 29 / National	2
Guilford / Winston	2
Cloniger / Liberty	2
Julian / Randolph	2
Culbreth / Unity	2

KEY TAKEAWAY Backing collisions were the most frequently listed crash type. Speed reduction, right-of-way, and driver attention remain important enforcement and education priorities.

6. Governor’s Highway Safety Program / DWI Activity

DWI arrests: 5 | Traffic and criminal charges issued: 61

At the October 1 GHSP/MADD Awards Banquet, Officers Gallimore and Mascunana received MADD awards recognizing their DWI enforcement efforts.

KEY TAKEAWAY DWI enforcement continued during the reporting period, with two officers recognized for their contributions to impaired-driving enforcement.

7. Crime Trends & Significant Incidents

• Daniel McCrosky was arrested on Sharon Drive in connection with 30 outstanding felony warrants from Virginia, with full extradition; the warrants related to child sex crimes.

• TPD participated in a multi-agency operation targeting narcotics distribution and illegal firearms in Thomasville and Davidson County, alongside the NCSBI, Greensboro PD, Lexington PD, and Davidson County Sheriff’s Office.

• Patrol officers conducted proactive enforcement in areas associated with narcotics activity, alcohol and firearms violations, and violent crime, resulting in several felony drug-related arrests.

• TPD SWAT assisted the Davidson County Sheriff’s Office in executing a search warrant connected to an investigation of child sex crimes.

KEY TAKEAWAY Targeted patrol activity and coordination with regional law enforcement partners supported investigations involving narcotics, firearms, and serious offenses.

8. Technology & Strategic Initiatives

Mark43 Records Management System: The department completed approximately one month of use of the new system. Trained personnel continue using Mark43 while remaining integrations and data migrations are underway.

NC Highway 109: Speed enforcement continued between Ball Park Road and Doak Street in response to complaints. TPD plans to coordinate with NCDOT on installation of a radar feedback sign in the corridor.

Albertson Road: A speed study was completed in response to complaints. Staff will review the findings and consider time-specific enforcement if the data identifies a speeding problem.

KEY TAKEAWAY Mark43 implementation is progressing through post-launch integration work, while complaint-driven traffic initiatives combine enforcement, data collection, and potential roadway feedback measures.

9. Training & Professional Development

Department-wide in-service driver training (DDCC Mocksville); K-9 seminar (GTCC); Comprehensive Roadside Interdiction (GTCC); General Instructors School (GTCC and RCCC); Basic Radar School (RCCC); Advanced Field Training Officer School (GTCC); Basic Narcotics Investigation Training (GTCC); K-9 Training School for New Handlers (Sanford); Intoximeter School (Cabarrus County Sheriff’s Office); and the NC Animal and Rabies Control Association Conference (Carolina Beach).

KEY TAKEAWAY Personnel pursued training in driving, impaired-driving enforcement, narcotics, K-9 operations, field training, instruction, and animal control, supporting both operational readiness and specialized capabilities.

Agenda Item Cover Sheet

Admin. Use Only:

NOTE: Committee Meeting Held on Thursday, November 5.

Committee Name Public Safety

Committee Date And Agenda # 11.5.2026 | PSafe 4

Item Name:

Code Enforcement Report

Description of Item:

Fire Marshal and Code Enforcement will update Council on Commercial and Residential properties.

Back-Up Materials:

Code Enforcement Report

Council Action Requested:

No Action Required

Requested By: C. George

Department: Planning & Comm Dev.

Cases Opened by Type and Officer

City of Thomasville

Date Range Between 9/27/2026 and 10/27/2026

CASE NUMBER	OFFICER	ADDRESS	
OPENED DATE	CASE TYPE	PARCEL NUMBER	OWNER NAME
CLOSED DATE	CASE SUBTYPE	STATUS	RESIDENT NAME
DESCRIPTION			
DETAILS			

CE26-0543	Michael Markham	110 PARKDALE DRIVE	
9/28/2026	NUISANCE	16159B0000009	HOLDEN CARROLLE REGINA
10/23/2026	HIGH GRASS	CLOSED	
110 Johnia Ct-2026-2			

CE26-0545	Michael Markham	217 PINE STREET	
9/29/2026	NUISANCE	16157000A0153	
10/8/2026	HIGH GRASS	CLOSED	
217 Pine Street-2026-NOV			
Owner mowed			

CE26-0546	Michael Markham	109 PARKDALE DRIVE	
9/29/2026	NUISANCE	16159B0000004	CARTER KENDALL
10/9/2026	HIGH GRASS	CLOSED	
109 Parkdale-2026-1			
The property owner borrowed a lawnmower from Neighborhood Toolbox and mowed the property.			

CE26-0547	Michael Markham	712 HARDEMAN STREET	
9/29/2026	NUISANCE	16171000B0006	MANTZ CLARENCE
10/8/2026	HIGH GRASS	CLOSED	
712 Hardeman St-2026-1			
Owner cleaned and mowed the property.			

CE26-0548	Michael Markham	401 TURNER STREET	
9/29/2026	NUISANCE	16054000A0126	CUELLAR EUGENIO SANTOS
	HIGH GRASS	ACTIVE	
401 Turner St-2026-1 Verbal			
Spoke with owner on the phone. He stated the grass will mowed.			

Cases Opened by Type and Officer

City of Thomasville

Date Range Between 9/27/2026 and 10/27/2026

CE26-0550	Michael Markham	906 TRINITY STREET	
9/30/2026	NUISANCE	16121000C0002	NECJ HOLDINGS LLC
10/8/2026	HIGH GRASS	CLOSED	
906 Trinity St-2026- Grass			
Owner mowed.			

CE26-0551	Michael Markham	619 LIBERTY DRIVE	
9/30/2026	NUISANCE	1617900000001	HILL DUSTIN RYAN
10/21/2026	HIGH GRASS	ABATEMENT	
619 Liberty Drive-2026-5			
Ronnie mowed			

CE26-0552	Michael Markham	405 AYCOCK STREET	
9/30/2026	NUISANCE	16134000A0076	PUTNAM GARY WALTER
10/7/2026	HIGH GRASS	CLOSED	
405 Aycock St-2026-Vacant Lot- Verbal			
Left owner a voicemail- He always mows, when I call.			

CE26-0553	Michael Markham	221 LIBERTY DRIVE	
9/30/2026	NUISANCE	1613000I0006	GONZALES LEOPOLDO B MIRANDA
	HIGH GRASS	ACTIVE	
221 Liberty Drive-2026-Verbal			
I had Wendy speak to the lady on the phone. She stated the grass would be mowed this weekend.			

CE26-0554	Michael Markham	402 BARNWELL STREET	
9/30/2026	NUISANCE	16036000A0061	ROYAL TIFFANI S
10/26/2026	HIGH GRASS	CLOSED	
402 Barnwell St-2026- NOV			
Owner mowed.			

CE26-0556	Michael Markham	103 KENDALL MILL ROAD	
10/1/2026	NUISANCE	16338C00A0004	Reliance Investments Properties LLC
10/15/2026	HIGH GRASS	CLOSED	
103 Kendall Mill Rd-2026-1			

Cases Opened by Type and Officer

City of Thomasville

Date Range Between 9/27/2026 and 10/27/2026

CE26-0557	Michael Markham	7 MARIPAT CIRCLE	
10/1/2026	NUISANCE	1602800000041A	MEANS LACARDO A
10/27/2026	HIGH GRASS	ABATEMENT	
7 Maripat CIR-2026-3- grass,Trash and debris			
Ronnie Mowed.			

CE26-0558	Michael Markham	6 WOODFON DRIVE	
10/1/2026	NUISANCE	16347T0000007	Bull Investments Properties LLC
10/5/2026	HIGH GRASS	CLOSED	
6 Woodfon-2026-2			
Josh sent letter earlier this year. Spoke with the new owner, Jacob Mitchell. Grass was mowed this weekend.			

CE26-0559	Michael Markham	708 MARTIN LUTHER KING DRIVE	
10/1/2026	NUISANCE	1602900000004	CLEAN WATER TECHNOLOGIES LLC
	JUNK_TRASH AND DEBRIS	ACTIVE	
708 MLK-2026-1- Trash & dust			
Spoke with Andrew at front desk. Also, spoke with Lucy about the trucks.			

CE26-0560	CODE BUCKET	508 CONCORD STREET	
10/5/2026	NUISANCE	16159A0000049	
10/5/2026	HIGH GRASS	CLOSED	

CE26-0561	CODE BUCKET	508 CONCORD STREET	
10/5/2026	NUISANCE	16159A0000049	
	HIGH GRASS	ABATEMENT	

CE26-0562	Michael Markham	146 BAPTIST CHILDRENS HOME ROAD	
10/6/2026	NUISANCE	16103000A0013	MCGUIRE ABRAHAM SR ESTATE
10/20/2026	HIGH GRASS	ABATEMENT	
146 Baptist Children Road-2026-3			
Ronnie Mowed.			

Cases Opened by Type and Officer

City of Thomasville

Date Range Between 9/27/2026 and 10/27/2026

CE26-0563	CODE BUCKET	810 OAKLAWN DRIVE	
10/6/2026	NUISANCE	1616200020065	
10/6/2026	HIGH GRASS	CLOSED	

CE26-0565	Michael Markham	1410 SUMNER ROAD	
10/6/2026	NUISANCE	16347N0000043	Opendoor property J LLC
10/6/2026	HIGH GRASS	CLOSED	
1410 Sumner Road-2026-1- Grass			
Neighbor complaining so I mailed the letter. Later that day owner had someone to come and mow.			

CE26-0566	Michael Markham	213 FOREST DRIVE	
10/6/2026	NUISANCE	16338G0000026A	TRUITT AMIEL
10/8/2026	HIGH GRASS	CLOSED	
213 Forest Dr-2026-Grass			
Owner mowed.			

CE26-0568	Michael Markham	215 FOREST DRIVE	
10/6/2026	NUISANCE	16338G0000026	THREE IN ONE INV LLC
10/7/2026	HIGH GRASS	CLOSED	
215 Forest Dr-2026-1			
Owner mowed- Saw me taking pictures.			

CE26-0569	Michael Markham	704 BROOKDALE DRIVE	
10/7/2026	NUISANCE	1604900000003B	VILLA ALEXIS FERNANDO
	JUNK_TRASH AND DEBRIS	ACTIVE	
704 Brookdale-2026-sediment from property next door			
Dirt sediment washing from property of 720 National Highway, to 704 Brookdale. Spoke with Zack Sprinkles. He said they would take care of the erosion. Just gave a courtesy notice.			

CE26-0570	CODE BUCKET	306 POLK STREET	
10/7/2026	NUISANCE	16170000A0199	
10/7/2026	HIGH GRASS	CLOSED	

Cases Opened by Type and Officer

City of Thomasville

Date Range Between 9/27/2026 and 10/27/2026

CE26-0571	Michael Markham	32 WEST GUILFORD STREET	
10/7/2026	NUISANCE	16087000C0008	MEJIA EVER
10/14/2026	HIGH GRASS	CLOSED	
32 W Guilford St-2026-2 Courtesy			
Chuck called in. Owner mowed.			

CE26-0572	Joshua Parks	306 POLK STREET	
10/7/2026	NUISANCE	16170000A0199	OCTAVIO J REYNA URBINA
	HIGH GRASS	ACTIVE	

CE26-0573	Michael Markham	710 EDGEWOOD AVENUE	
10/7/2026	NUISANCE	16171000A0428	YANEZ-GUTIERREZ CONCEPCION
10/27/2026	HIGH GRASS	ABATEMENT	
710 Edgewood Ave-2026-Grass			
Ronnie mowed.			

CE26-0575	Michael Markham	115 CHARLES STREET	
10/7/2026	NUISANCE	16103000A0005B	VAROLINA LLC
10/13/2026	HIGH GRASS	CLOSED	
115 Charles St-2026-1			
Owner mowed.			

CE26-0577	Michael Markham	208 FIELDCREST STREET	
10/8/2026	NUISANCE	16089000D0003B	THOMPSON SAMUEL H
10/27/2026	HIGH GRASS	ABATEMENT	
208 Fieldcrest St- Vacant Lot-2026			
Ronnie mowed.			

CE26-0578	Michael Markham	210 FIELDCREST STREET	
10/8/2026	NUISANCE	16089000D0003C	MCKOY JAMES HOWARD
10/27/2026	HIGH GRASS	ABATEMENT	
210 Fieldcrest St-2026-2			
No address on the GIS. Mailed to the street address. Ronnie mowed.			

Cases Opened by Type and Officer

City of Thomasville

Date Range Between 9/27/2026 and 10/27/2026

CE26-0579	Michael Markham	200 LEONARD STREET	
10/8/2026	NUISANCE	16073000D0001A	DEVINCENTE JOSE MIGUEL GOMEZ
	HIGH GRASS	ACTIVE	
200 Leonard St-2026-1- Clean			

CE26-0580	Michael Markham	606 RANDOLPH STREET	
10/8/2026	NUISANCE	16173000A0015	BOYLES JENNIFER M
10/15/2026	HIGH GRASS	CLOSED	
606 Randolph St-2026-Verbal			
Called realtor, she stated it would be mowed. Allred Realtors Owner mowed.			

CE26-0581	CODE BUCKET	141 MEADOW WOOD DRIVE	
10/9/2026	NUISANCE	16323I0000033	
10/9/2026	HIGH GRASS	CLOSED	

CE26-0582	Joshua Parks	141 MEADOW WOOD DRIVE	
10/9/2026	NUISANCE	16323I0000033	POLLETT LISA D
	HIGH GRASS	ACTIVE	

CE26-0583	Michael Markham	417 MORTON STREET	
10/9/2026	NUISANCE	16071000A0005B	ANGULO JOSE EMILIO RODRIGUEZ
	HIGH GRASS	ACTIVE	
417 Morton St-2026-2			

CE26-0584	Michael Markham	4 WHITE STREET	
10/9/2026	NUISANCE	16069000F0002	VALDES SARAI
	HIGH GRASS	ACTIVE	
4 White St-2026-Courtesy			
Courtesy Letter- they have always mowed in the past.			

Cases Opened by Type and Officer

City of Thomasville

Date Range Between 9/27/2026 and 10/27/2026

CE26-0585	Michael Markham	207 BROWN STREET	
10/12/2026	NUISANCE	16040000A0016B	HACKLEY FILETHA
10/27/2026	HIGH GRASS	ABATEMENT	
207 Brown St-2026-4			
Ronnie mowed.			

CE26-0586	Michael Markham	7 FISHER FERRY STREET	
10/13/2026	NUISANCE	16113000E0005	SPEAR CHRISTOPHER W
	JUNK_TRASH AND DEBRIS	ACTIVE	
7 Fisher Ferry-2026-Junk vehicles, Trash			

CE26-0587	Michael Markham	321 FISHER FERRY STREET	
10/13/2026	NUISANCE	161560001O009	GAVILLA YOLANDA SANCHEZ
10/20/2026	HIGH GRASS	CLOSED	
321 Fisher Ferry-2026-Verbal			
Yard wasn't mowed. Writing a NOV.			

CE26-0589	Michael Markham	23 CEDAR LODGE ROAD	
10/13/2026	NUISANCE	16337A0000012A	INVEST 888 LLC ET ALS
	HIGH GRASS	ACTIVE	
23 Cedar Lodge-2026-Verbal			
Called realtor and left message.			

CE26-0590	Michael Markham	30 CEDAR LODGE ROAD	
10/13/2026	NUISANCE	1633700000017	ROTHROCK STEPHEN CLYDE
	HIGH GRASS	ACTIVE	
30 Cedar Lodge-2026- Verbal			
Spoke with the owner, Stephan Rothrock, and the demo contractor, Bob. Bob stated that he would mow the overgrown weeds. Stephan- 803-285-6156 Pam- Mobile # 803-804-2858 Bob Demo guy- 704-239-6146			

CE26-0591	Joshua Parks	221 BARNWELL STREET	
10/14/2026	NUISANCE	16036000A0009	BENAMON JAMES J
	HIGH GRASS	ACTIVE	

Cases Opened by Type and Officer

City of Thomasville

Date Range Between 9/27/2026 and 10/27/2026

CE26-0600	Michael Markham	1216 NATIONAL HIGHWAY	
10/16/2026	NUISANCE	1631300000024	AYERS PAUL IRVIN
10/23/2026	HIGH GRASS	CLOSED	
1216 National Hwy-2026- Courtesy			
Owner mowed.			

CE26-0601	Michael Markham	1212 NATIONAL HIGHWAY	
10/16/2026	NUISANCE	16313D00A0036	BOILEAU DOUGLAS ALAN
10/23/2026	HIGH GRASS	CLOSED	
1212 National Hwy-2026-Verbal			
Spoke with owner. Owner mowed.			

CE26-0602	Michael Markham	701 RANDOLPH STREET	
10/16/2026	NUISANCE	1617400070015	O'REILLY AUTOMOTIVE INC #1300
10/16/2026	HIGH GRASS	CLOSED	
701 Randolph St-2026-Verbal			
Spoke with store manager. Property was mowed 2 hours later.			

CE26-0603	CODE BUCKET	587 KOONTZ AVENUE	
10/16/2026	NUISANCE	16338D00J0033B	
10/23/2026	HIGH GRASS	CLOSED	
gave verbal to Rob Russell to mow yard.			

CE26-0604	Michael Markham	112 FISHER FERRY STREET	
10/1/2026	NUISANCE	16113000B0005	HABITAT FOR HUMANITY OF
10/16/2026	HIGH GRASS	ACTIVE	
112 Fisher Ferry-2026-Verbal			

CE26-0605	Michael Markham	1015 TRINITY STREET	
10/19/2026	NUISANCE	16129000K0001	CUSTOM DRUM SERVICES INC
	HIGH GRASS	ACTIVE	
1015 Trinity St-2026-1			

Cases Opened by Type and Officer

City of Thomasville

Date Range Between 9/27/2026 and 10/27/2026

CE26-0606	Michael Markham	101 LIBERTY DRIVE	
10/19/2026	NUISANCE	16130000G0001	REYNOLDS W CALVIN TRUSTEE
	HIGH GRASS	ACTIVE	
101 Liberty Drive-2026-1			

CE26-0607	Michael Markham	104 SCHOOL STREET	
10/19/2026	NUISANCE	16115000B0010	DE CAMEROS YERLINE RUIZ
10/22/2026	HIGH GRASS	CLOSED	
104 School St-2026-1			

CE26-0610	CODE BUCKET	321 FISHER FERRY STREET	
10/20/2026	NUISANCE	16156000I0009	GAVILLA YOLANDA SANCHEZ
10/23/2026	HIGH GRASS	CLOSED	
321 Fisher Ferry-2026-NOV			
Owner mowed.			

CE26-0611	Michael Markham	200 POLK STREET	
10/20/2026	NUISANCE	16170000A0242	State Employees Credit Union
	HIGH GRASS	ACTIVE	
200 Polk St-2026-1- Grass			

CE26-0612	Michael Markham	801 MARY JAMES AVENUE	
10/20/2026	NUISANCE	16026000B0001	CRADDOCK TIMOTHY N
10/21/2026	HIGH GRASS	CLOSED	
801 Mary James-2026-2			
Owner mowed.			

CE26-0613	Michael Markham	801 MARTIN LUTHER KING DRIVE	
10/20/2026	NUISANCE	1602700000005	BROADIE ROBERT A
	HIGH GRASS	ACTIVE	
801 Martin Luther King-2026-1			

Cases Opened by Type and Officer

City of Thomasville

Date Range Between 9/27/2026 and 10/27/2026

CE26-0614	Michael Markham	1140 RANDOLPH STREET	
10/21/2026	NUISANCE	1633700000016D	7-ELEVEN INC
	HIGH GRASS	ACTIVE	
1140 Randolph St-2026- Verbal			
Spoke with manager. she is going to let them know.			

CE26-0615	Michael Markham	806 RAY STREET	
10/21/2026	NUISANCE	16105A0000001	KESS FRANCES
	HIGH GRASS	ACTIVE	
806 Ray St-2026-1- grass			

CE26-0616	Michael Markham	814 RAY STREET	
10/21/2026	NUISANCE	16105A0000005	HENDERSON BOBBY JOE
	HIGH GRASS	ACTIVE	
814 Ray St-2026-5			

CE26-0617	Michael Markham	509 SALEM STREET	
10/21/2026	NUISANCE	1604100110005	ARGUETA IMELDA ARACELY ROMERO
10/26/2026	HIGH GRASS	CLOSED	
509 Salem St-2026-1			
Wendy, spoke with man- Spanish. Owner mowed.			

CE26-0618	Michael Markham	12 JONES AVENUE	
10/22/2026	NUISANCE	16107000B0043	OSBORNE SHENANDOAH ET ALS
	HIGH GRASS	ACTIVE	
12 Jones Ave-2026-vacant lot behind house			

CE26-0619	Michael Markham	401 WEST MAIN STREET	
10/22/2026	NUISANCE	16107000A0040	WEBB ROSCOE DILMUS HEIRS
	HIGH GRASS	ACTIVE	
401 W Main St-2026-5			

Cases Opened by Type and Officer

City of Thomasville

Date Range Between 9/27/2026 and 10/27/2026

CE26-0621	Michael Markham	109 CAROLINA AVENUE	
10/23/2026	NUISANCE	16155000B0014	GRIFFIN JIMMY LOUIS
10/26/2026	HIGH GRASS	CLOSED	
109 Carolina Ave-2026			

CE26-0622	Michael Markham	507 HASTY SCHOOL ROAD	
10/23/2026	NUISANCE	16314A0000019	BOWMAN CHARMIN MONIQUE
	HIGH GRASS	ACTIVE	
507 Hasty School-2026-1			

CE26-0624	Michael Markham	708 HASTY SCHOOL ROAD	
10/23/2026	NUISANCE	1631200000016A	CARLIN THOMAS R JR
	HIGH GRASS	ACTIVE	
708 Hasty Sch Rd-2026-5			

CE26-0626	Michael Markham	102 HARMON DRIVE	
10/26/2026	NUISANCE	1632500000065B	OXENDINE ANTHONY
	HIGH GRASS	ACTIVE	
102 Harmon St-2026-1			

CE26-0627	Michael Markham	141 LAKEVIEW CIRCLE	
10/27/2026	NUISANCE	1619300000044	OVERMAN KELLY SUE W
	JUNK_TRASH AND DEBRIS	ACTIVE	
141 Lakeview Circle-2026-1			
Anonymous neighbor called in, complaining about trash and debris.			

CE26-0628	Michael Markham	104 HARMON DRIVE	
10/27/2026	NUISANCE	1632500000065C	HENDERSHOT DREW
	HIGH GRASS	ACTIVE	
104 Harmon Drive-2026-1- Verbal			

Cases Opened by Type and Officer

City of Thomasville

Date Range Between 9/27/2026 and 10/27/2026

CE26-0629	Michael Markham	103 HARMON DRIVE	
10/27/2026	NUISANCE	1632500000064C	CLUBB WHITNEY B
	HIGH GRASS	ACTIVE	
103 Harmon Drive-2026-Left card- Verbal			

CE26-0630	CODE BUCKET	510 DILLON STREET	
10/27/2026	NUISANCE	16170000A0096	
	HIGH GRASS	ACTIVE	

MH26-0038	Michael Markham	12 WEST GUILFORD STREET	
9/28/2026	MINIMUM HOUSING	16087000C0005C	HE CARES INCORPORATED
10/8/2026	SUBSTANDARD	CLOSED	
12 W Guilford St-2026-Building maintenance			
Spoke with Michael Turner, the owner. He is aware of the problems with the roof and is planning on replacing it soon. The damage to the front of the building has been this way for many years, you can see it in the pictures on google maps.			

MH26-0039	Michael Markham	5 JONES AVENUE A	
10/5/2026	MINIMUM HOUSING	16109000B0008	RUSSELL JAMES R SR
	SUBSTANDARD	ACTIVE	
5 Jones Ave-2026- Substandard			

The Fire Department was called to the property regarding a water leak and a collapsed ceiling in Unit B.

Elsie Joiner, a resident of the apartment, called 911 after a portion of the ceiling collapsed. Upon arrival, the Fire Department observed a significant water leak originating from the ceiling.

The Fire Department shut off the water supply to Units B and C. Unit A is currently unoccupied; the water supply to that unit was also shut off and secured.

The Fire Marshal also ordered the electrical power disconnected due to water entering the light fixtures, creating a potential electrical hazard.

Due to several observed building safety hazards, I am temporarily condemning the structure. The inspection revealed exposed floor joists with damaged and missing sections. In addition, the steps leading to the upper Unit C appear to be unsafe and present a potential hazard.

The owner is required to keep the structure unoccupied until all required permits have been obtained and the necessary repairs have been completed to bring the building into compliance with applicable building and safety codes.

The structure shall remain unoccupied until it has been inspected and determined to be safe for occupancy.

Gave copy of NOV, to Mark, tenant from Unit C. - Per Chuck.

Cases Opened by Type and Officer

City of Thomasville

Date Range Between 9/27/2026 and 10/27/2026

MH26-0040	Michael Markham	5 JONES AVENUE A	
10/5/2026	MINIMUM HOUSING	16109000B0008	RUSSELL JAMES R SR
	SUBSTANDARD	ACTIVE	
test notice			

MH26-0041	Joshua Parks	202 SALEM STREET	
10/19/2026	MINIMUM HOUSING	16081000B0014	LEONARD LARRY E
	DELAPIDATED	ACTIVE	
shed Delapidated			
left card to call about dilapidated shed in back of property.			

ZE26-0012	Michael Markham	1 NATIONAL HIGHWAY	
10/9/2026	ZONING	16069000F0007A	NATIONAL HWY AUTO SERVICE LLC
10/23/2026		ACTIVE	
1 National HWY-2026-Junk vehicles- Verbal			
I spoke with the owner, who stated that the vehicles belonged to 3 National Hwy. I then went to that location and spoke with the owners, who agreed to have the vehicles removed. They were given 10 days to comply. If the vehicles are not removed within that time frame, they will be tagged for towing. Vehicles have been removed.			

Total Number of Cases: 78

Agenda
Public Services Committee Meeting
Thursday, November 5, 2026, 9:30 A.M.
Thomasville Aquatic & Community Center
20 Salem Street
Thomasville, NC 27360

Committee Members: Chairman Doug Hunt, D. Hunter Thrift, Dana Lomba

Call to Order **Chairman Doug Hunt**

1. **Approval of Minutes from the Public Service Committee Meeting October 6, 2026 (City Clerk Wendy Martin)**

2. **Consideration of Award of Bid for Water Service Line Inventory Hydro- Excavation (Director of Public Utilities Morgan Huffman)**

3. **Adjournment**

A quorum of the City Council may be in attendance and may participate in the discussion, but only committee members may vote.

Agenda Item Cover Sheet

Admin. Use Only:

NOTE: Committee Meeting Held on Thursday, November 5.

Committee Name **Public Services**

Committee Date And Agenda # 11.5.2026 PServ1

Item Name:

Consideration of Approval of Meeting Minutes

Description of Item:

Back-Up Materials:

Minutes

Council Action Requested:

Approval of minutes

Requested By: W. Martin **Department:** Administration

PUBLIC SERVICES COMMITTEE MEETING
Meeting Minutes
October 6, 2026, 9:00 AM
20 Stadium Drive, Thomasville, NC 27360

Committee Members Present: Chairman Doug Hunt and Committee Members Hunter Thrift and Dana Lomba.

Other Elected Officials Present: Mayor Raleigh York, Jr.; Mayor Pro Tem Lisa Shell; and Council Members JacQuez Johnson, Ericka Sanders and Payton Williams.

A quorum of the City Council was in attendance. Only committee members voted.

Call to Order – Chairman Hunt called the Public Services Committee Meeting to order.

1. Approval of Minutes from the Public Services Committee on September 9, 2026

   Committee Member Thrift made a motion to approve the minutes from the September 9, 2026 Public Services Committee meeting. Committee Member Lomba seconded, and the motion carried.

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

   Utilities Director Morgan Huffman proposed doing a piggyback on a bid for sewer line cleaning and CCTV inspection for about 56,000 linear feet of sewer line with KRG Utility. This would save us about $70,000 off the cooperative purchasing price.

   City Manager Michael Brandt explained that there are three types of legal purchasing bids in North Carolina:

   A. Open Bids – Asking companies to submit bids that are specific to your project or need. These are formal, competitive bids that are publicly advertised so any qualified vendor can respond.

   B. Cooperative Purchasing – Using an existing contract that the City is already a member of or has access to, such as a state contract or a purchasing cooperative. This is commonly used for Parks & Recreation equipment like playgrounds and shelters because the pricing has already been competitively obtained.

   C. Piggyback Bids – Using an existing competitive bid awarded by *another* government entity in North Carolina, as long as the product or service is identical and the original bid allows piggybacking. This lets you purchase under the same terms without conducting your own full bid process. This requires advertising, which Mr. Huffman advised has been done.

   He added that we've used this company many times before and trust them.

   Mr. Huffman said we've used piggyback bids in the past to purchase garbage trucks.

Committee Member Thrift made a motion to move this item to Briefing. Committee Member Lomba seconded, and the motion carried.

3. Additions / Updates – City Manager Michael Brandt advised that the Rains Road Pump Station is now open and in operation! Developers have already submitted applications to add housing to that area, now that sewer is available.

4. Adjournment - Committee Member Thrift made a motion to adjourn. Committee Member Sanders seconded, and the motion carried unanimously.

These minutes were created by the Thomasville City Clerk.

Agenda Item Cover Sheet

Admin. Use Only:

NOTE: Committee Meeting Held on Thursday, November 5.

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

Item Name:

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

Description of Item:

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

Back-Up Materials:

Letter of Recommendation of Award

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

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

Council Action Requested:

Award of Contract

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

City of Thomasville

Thomasville, North Carolina 27360

Utilities Department

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

October 12, 2026

Subject: Service Line Inventory
Exploratory Soft Digs
Statistical Analysis Confirmation

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

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

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

Sincerely,

Morgan Huffman

Morgan D Huffman
Public Utilities Director
City of Thomasville

Agenda
Transportation Committee Meeting
Thursday, November 5, 2026, 10:00 A.M.
Thomasville Aquatic & Community Center
20 Salem Street
Thomasville, NC 27360

Committee Members: Chairwoman Payton Williams, Lisa Shell, JacQuez Johnson

Call to Order **Chairwoman Payton Williams**

1. **Approval of Minutes from the Transportation Committee Meeting September 9, 2026 (City Clerk Wendy Martin)**

2. **Discussion of Salem Street and Randolph Street Traffic Concerns from Citizens (City Manager Michael Brandt)**

3. **Discussion of NCDOT v Local Street Identification on Signage (Chairwoman Payton Williams)**

4. **Additions / Updates**

5. **Adjournment**

A quorum of the City Council may be in attendance and may participate in the discussion, but only committee members may vote.

Agenda Item Cover Sheet

Admin. Use Only:

Committee Meeting moved to Thursday, Nov. 5, 2026.

Committee Name **Transportation**

Committee Date And Agenda #

11.5.2026	Tran1

Item Name:

Approval of Meeting Minutes from Previous Meeting

Description of Item:

Back-Up Materials:

Minutes

Council Action Requested:

Approval of Meeting Minutes from Previous Meeting

Requested By: W. Martin **Department:** Administration

TRANSPORTATION COMMITTEE MEETING
Meeting Minutes
September 9, 2026, 9:00 AM
20 Stadium Drive, Thomasville, NC 27360

Committee Members Present: Committee Members Lisa Shell and JacQuez Johnson. Chairperson Payton Williams had an excused absence.

Other Elected Officials Present: Mayor Raleigh York, Jr.; Mayor Pro Tem Hunter Thrift; and Council Members Doug Hunt, Dana Lomba, and Ericka Sanders.

A quorum of the City Council was in attendance. Only committee members voted.

Call to Order – Committee Member Lisa Shell called the Transportation Committee Meeting to order.

1. Approval of Minutes from the Transportation Committee Meeting on August 4, 2025

   Committee Member Johnson made a motion to approve the minutes of the August 4, 2025 Transportation Committee meeting. Committee Member Shell seconded, and the motion carried.

2. HPMPO Agency Report

   Planning and Zoning Administrator Chuck George reported that the HPMPO is working on getting new projects funded. He will share more information as it becomes available.

   Ongoing projects include:

   - The bridge replacement at 109/64 is 43% completed;
   - NC Railroad and Norfolk Southern train separation at Turner Street. They're working with engineers and are trying to get that funded, so they can bridge over Liberty to Turner;
   - Bridge replacement at Fisher Ferry (at Plant B) will hopefully begin by May 2027. They're working with CSX Railroad on that project;
   - Bridge to Kanoy Road is also in the works and improvements on 109 there should begin on July 2029.

3. Additions / Updates – N/A

4. Adjournment - Committee Member Johnson made a motion to adjourn. Committee Member Shell seconded, and the meeting was adjourned.

These minutes were created by the Thomasville City Clerk.

Agenda Item Cover Sheet

Admin. Use Only:

Committee Meeting moved to Thursday, Nov. 5, 2026.

Committee Name **Transportation**

Committee Date And Agenda # 11.5.2026 Tran2

Item Name:

Discussion of Salem Street and Randolph Street Traffic Concerns from citizens

Description of Item:

Staff requested NCDOT to review three concerns along Salem and Randolph Streets that are impacting the community. 1) Speeding on Salem Street from Food Lion to Doak Street; 2) Storm water inlets near TACC; 3) parking spaces in the 1st block of Randolph Street south of Main Street. Staff is requesting discussion on items 1 and 3, for guidance moving forward.

Back-Up Materials:

Email from NCDOT.

Council Action Requested:

No Action Required

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

Outlook

RE: [External] Re: Randolph and Salem Street concerns

From Rhyne, John P <jprhyne@ncdot.gov>
Date Fri 10/16/2026 2:22 PM
To Brandt, Michael <Michael.Brandt@thomasville-nc.gov>; Poole, Daryl <Daryl.Poole@thomasville-nc.gov>
Cc Bowling, Eddie <Eddie.Bowling@thomasville-nc.gov>; Elbertson, David <David.Elbertson@thomasville-nc.gov>; Tucker, Mezak <mtucker1@ncdot.gov>

*****EXTERNAL SENDER ALERT*** This email is not sent from The City of Thomasville, NC, and its authenticity has not been independently verified. Be vigilant and do not disclose sensitive information, click on unfamiliar links, or download attachments unless you are certain of the sender's identity and intentions.**

Michael,

Thank you for your patience while we reviewed the items you identified on NC 109.

Regarding the parking concerns on Randolph Street near 17 Randolph Street, I had our traffic staff evaluate the location. Based on a preliminary review, the roadway cross-section appears to be very constrained. The existing parallel parking spaces appear to be near 7 feet wide in some locations. For comparison, 8 feet is generally considered the recommended minimum width for on-street parallel parking spaces, and additional width is often desirable along more heavily traveled roadways to provide greater separation between parked vehicles and passing traffic. In addition, the adjacent travel lanes are also relatively narrow, leaving motorists with little room for error when passing parked vehicles, especially when driving larger vehicles. This section of NC 109 carries approximately 11,000 vehicles per day, which further increases the potential for conflicts between parked vehicles and passing traffic. The combination of narrow parking spaces, constrained travel lanes, and relatively high traffic volumes likely contributes to the mirror strikes and parking behavior that you have observed.

At this time, we do not see a straightforward engineering solution that would significantly improve the situation while maintaining the existing parking arrangement. Removal or restriction of on-street parking would likely be the most effective measure from a traffic operations standpoint, although we recognize the impacts that could have on nearby businesses and the church.

Regarding the catch basin repairs on Salem Street, I spoke with our Davidson County Maintenance staff and understand that the newly fabricated concrete lids are expected to be delivered within the next couple of weeks. Once those materials are received, our forces will schedule installation as soon as practical. Staff have also been in communication with local sanitation personnel regarding the issue. Based on our review, repeated impacts from sanitation vehicles running over the structures appear to have contributed to the failure of the existing lids. We are hopeful that increased awareness of the issue will help prevent similar damage in the future.

Regarding speeding concerns along Salem Street, our traffic engineer reviewed the corridor and agrees that the roadway's width contributes to driver speeds. While traffic calming measures such as flexible delineator posts are generally not appropriate for a principal route such as NC 109 and can create long-term maintenance concerns, there may be opportunities to visually narrow the roadway through pavement markings. Specifically, there appears to be sufficient pavement width to consider restriping portions of the corridor to create bicycle lanes/paved shoulders while maintaining 11-foot travel lanes. This treatment could help provide a narrower visual roadway environment and potentially encourage lower operating speeds.

The most feasible section for this type of treatment would be from south of Ball Park Road to Doak Street, where it could potentially be implemented without major modifications to the existing centerline. More extensive changes farther south would require removal and replacement of existing pavement markings and would be more involved, possibly affecting some on street parking the further south we go. Since the roadway remains in good condition and was resurfaced relatively recently, there are no plans to resurface the roadway which would provide the most flexibility in restriping. However, the more limited striping option may be something we can evaluate further if there is interest from the City.

I appreciate you bringing these concerns to our attention and sharing your observations. If you would like to discuss any of these items in more detail, we would be happy to meet with you and your staff.

Sincerely,
John P. Rhyne, P.E.
Division Engineer
N.C. Department of Transportation
Division 9
336-747-7800
jprhyne@ncdot.gov

From: Brandt, Michael <Michael.Brandt@thomasville-nc.gov>
Sent: Thursday, October 8, 2026 2:27 PM
To: Rhyne, John P <jprhyne@ncdot.gov>; Poole, Daryl <Daryl.Poole@thomasville-nc.gov>
Cc: Bowling, Charles E <eddie.bowling@thomasville-nc.gov>; Elbertson, David <David.Elbertson@thomasville-nc.gov>
Subject: Re: [External] Re: Randolph and Salem Street concerns

Agenda Item Cover Sheet

Admin. Use Only:

Committee Meeting moved to Thursday, Nov. 5, 2026.

Committee Name **Transportation**

Committee Date And Agenda # 11.5.2026 Tran3

Item Name:

Discussion of NCDOT v Local Street identification on signage

Description of Item:

Councilwoman Payton Williams has requested a discussion regarding how to mark street signage so that citizens know if they are located on a State maintained street or a locally maintained street.

Back-Up Materials:

State Statute regarding street name signs
Federal Manual on Uniform Traffic Control Devices: Street Name sign regulations.

Council Action Requested:

No Action Required

Requested By: P. Williams **Department:** City Council

[TE-PS-5] STREET NAME SIGNS

a. Street name signs are the sole responsibility of the municipality. If such signs are installed on the State Highway System rights of way they must be in substantial conformance with the *Manual on Uniform Traffic Control Devices* and may not be erected in such a manner as to interfere with standard highway signing.
b. Street Name Signs (State Rural Secondary System)
   The Board of County Commissioners or developers and property owners can request permission for the appropriate street name signs and, upon approval by the Traffic Engineering and Safety Systems Branch as to type, design, and location of said signs, they may be erected and will be maintained by those responsible for the placing of the signs.
c. The NCDOT reserves the right to remove all street name signs that are not properly maintained or that hamper the maintenance of the streets by the NCDOT.

NOTE: Refer also to the Code of Federal Regulations, Chapter 23, Part 655, Subpart C.
G.S. 136-18(5);
19A NCAC 02B.0216

STREET NAME AND PARKING SIGNS

Section 2D.45 Street Name Signs (D3-1 and D3-1a)

Support:

01 Street Name signs at intersections and along roadways provide road users with important navigation information. Section 2H.10 contains information about signs used to identify the names of grade-separated streets, railways, bikeways, or other transportation facilities.

Guidance:

02 *Street Name (D3-1 or D3-1a) signs (see Figure 2D-14) should be installed in urban areas at all street intersections regardless of other route signs that might be present and should be installed in rural areas to identify important roads that are not otherwise signed.*

03 *To minimize wrong-way movements onto freeway or expressway exit ramps, Street Name signs should not be used at the intersection of a freeway or expressway exit ramp with the crossroad to display the name of the freeway or expressway to traffic on the crossroad.*

Option:

04 For streets that are part of a U.S., State, or county numbered route, a D3-1a Street Name sign (see Figure 2D-14) that incorporates a route shield may be used to assist road users who might not otherwise be able to associate the name of the street with the route number.

Standard:

05 **The lettering for names of streets and highways on Street Name signs shall be composed of a combination of lower-case letters with initial upper-case letters (see Section 2A.08).**

Guidance:

06 *The determination of letter heights to be used on Street Name signs should be based on, but not limited to, the following considerations:*

A. Use of Advance Street Name signs (see Section 2D.46);
B. Number of lanes on the intersection approach;
C. Length of turn lanes;
D. Distance the Street Name sign is located across the intersection (if a sign is not provided on the near side of the intersection).

07 *Letter heights on street name signs should be as shown in Table 2D-6.*

Figure 2D-14. Street Name and Parking Signs

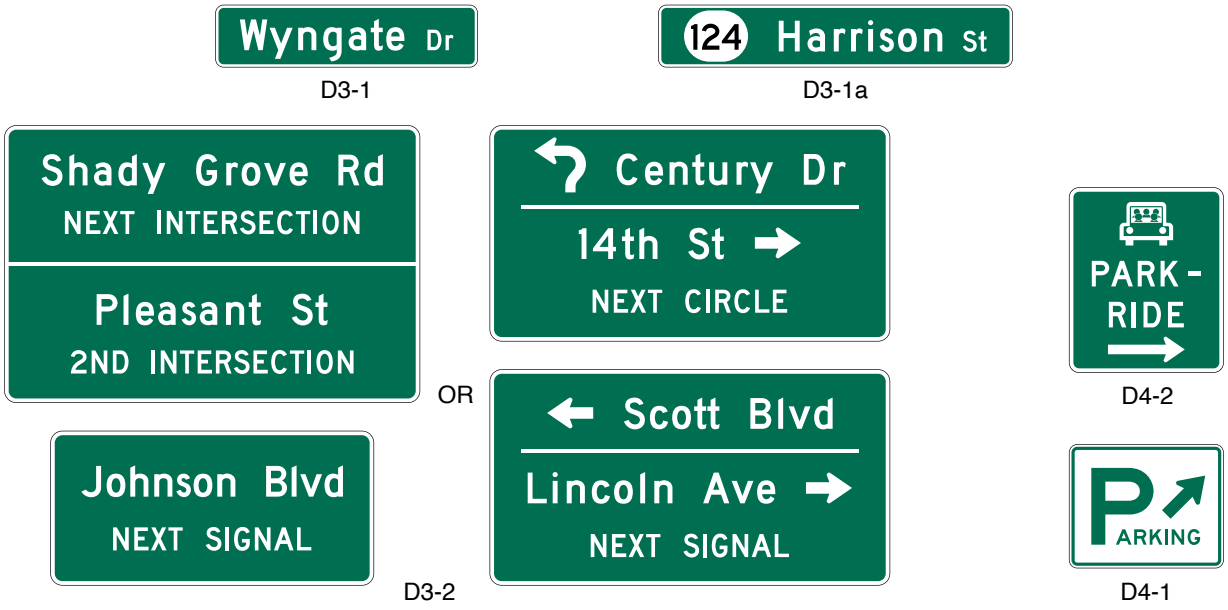


Table 2D-6. Minimum Letter Heights on Street Name Signs

Type of Mounting	Type of Street or Highway	Speed Limit	Recommended Minimum Letter Height *	
			Initial Upper-Case	Lower-Case
Overhead	All types	All speed limits	12 inches	9 inches
Post-mounted	Multi-lane	More than 40 mph	8 inches	6 inches
Post-mounted	Multi-lane	40 mph or less	6 inches	4.5 inches
Post-mounted	2-lane	All speed limits	6 inches**	4.5 inches**

* Letter heights shown are for the street name. Descriptors or other supplementary legend may be displayed in smaller lettering of at least 3 inches.

** On two-lane local streets with speed limits of 25 mph or less, 4-inch initial upper-case letters with 3-inch lower-case letters may be used.

Option:

08 For two-lane local roadways with speed limits of 25 mph or less, the lettering on post-mounted Street Name signs may be composed of initial upper-case letters at least 4 inches in height and lower-case letters at least 3 inches in nominal loop height.

Support:

09 The recommended minimum letter heights for Street Name signs are summarized in Table 2D-6. The speed limits specified and the recommended minimum letter heights provided in this Section apply to the roadway that each Street Name sign faces rather than to the street that has its name displayed on the Street Name sign. The letter heights specified in Table 2D-6 are the combination of lower-case letters with the initial upper-case letter of a mixed-case legend. Rev. 1

10 A minimum upper-case letter height of 12 inches with a lower-case nominal loop height of 9 inches is recommended for all overhead Street Name signs regardless of posted speed limit as Street Name signs generally require greater legibility distances for road users to properly react.

Option:

11 Each Street Name sign in a sign assembly may use different letter heights determined by the speed limit of the street that each sign faces.

12 The letter height of the street name descriptor (such as St, Ave, or Rd), the directional legend (such as NW), or any other supplemental legend (such as block or house numbers) on the D3-1 and D3-1a signs may be smaller than that of the street name itself.

Guidance:

13 *The letter height of the street name descriptor, the directional legend, or any other supplemental legend on the D3-1 and D3-1a signs should be at least two-thirds of the letter height of the street name itself, but not less than 3 inches for the initial upper-case letters and not less than 2.25 inches for the nominal loop height of the lower-case letters.*

14 *Conventional abbreviations (see Section 1D.08) should be used except for the street name itself. Acceptable abbreviations for street name descriptors such as "Ave" for Avenue and "Blvd" for Boulevard should be as provided in Table 2D-3 (see Section 2D.07). The street name descriptors that are provided in Table 2D-4 should not be abbreviated (see Section 2D.07).*

Option:

15 Block or house numbers may be displayed as a supplemental legend on a Street Name sign to aid emergency responders and road users in locating addresses.

Guidance:

16 *If block or house numbers are displayed on a Street Name sign where only a single Street Name sign is provided for the crossroad, the block or house numbers for the left and right blocks should be positioned at the left and right sides of the sign, respectively.*

17 *If block or house numbers are displayed on a Street Name sign where two Street Name signs are provided for the crossroad, such as on diagonally opposite corners of an intersection, each Street Name sign should display only the block or house numbers associated with that block of the crossroad.*

Option:

18 A pictograph (see definition in Section 1C.02) representing the municipality, in accordance with the provisions of Section 2A.04, may be used on a D3-1 sign. For street networks under the primary jurisdiction of another governmental-approved entity, such as within a college or university campus, within a military base, or within a transportation facility (such as an airport or port), a pictograph representing that entity, in accordance with the provisions of Section 2A.04, may be used on a D3-1 sign within the jurisdictional boundaries of that entity.

Standard:

19 **Pictographs shall not be displayed on D3-1a or Advance Street Name (D3-2) signs (see Section 2D.46).**

20 **If a pictograph is used on a D3-1 sign, the height and width of the pictograph shall not exceed the upper-case letter height of the principal legend of the sign.**

Guidance:

21 *The pictograph should be positioned to the left of the street name.*

22 *Pictographs should not be used on a D3-1 sign that contains directional arrows.*

Standard:

23 **The Street Name sign shall be retroreflective or illuminated in accordance with the provisions of Section 2A.21.**

Option:

24 The border may be omitted from a post-mounted Street Name sign.

Guidance:

25 *The decision to omit the border from a post-mounted Street Name sign should be based on such factors as the visual complexity of the environment and the degree of conspicuity needed to provide for adequate recognition of the sign by the road user.*

Option:

26 An alternative background color (see Paragraph 28 of this Section) other than the standard guide sign color of green may be used for Street Name (D3-1 or D3-1a) signs where the highway agency determines this is necessary to assist road users in determining jurisdictional authority for roads.

Standard:

27 **Alternative background colors shall not be used for Advance Street Name (D3-2) signs (see Section 2D.46).**

28 **The only acceptable alternative background colors for Street Name (D3-1 or D3-1a) signs shall be blue, brown, or white. Regardless of whether green, blue, or brown is used as the background color for Street Name (D3-1 or D3-1a) signs, the legend (and border, if used) shall be white. For Street Name signs that use a white background, the legend (and border, if used) shall be black.**

Guidance:

29 *An alternative background color for Street Name signs, if used, should be applied to the Street Name (D3-1 or D3-1a) signs on all roadways under the jurisdiction of a particular highway agency.*

30 *In business or commercial areas and on principal arterials, Street Name signs should be placed at least on diagonally opposite corners. In residential areas, at least one Street Name sign should be mounted at each intersection. Signs naming both streets should be installed at each intersection. They should be mounted with their faces parallel to the streets they name.*

31 *Where used, Street Name signs should display their legends on both the front and back sides of the sign to facilitate navigation for pedestrians.*

Option:

32 To optimize visibility, Street Name signs may be mounted overhead. Street Name signs may also be placed above a regulatory or STOP or YIELD sign with no required vertical separation.

Guidance:

33 *In urban or suburban areas, especially where Advance Street Name signs for signalized and other major intersections are not used, the use of overhead Street Name signs should be strongly considered.*

Option:

34 At intersection crossroads where the same road has two different street names for each direction of travel, both street names may be displayed on the same Street Name (D3-1) sign along with Type D directional arrows, except where one arrow would point in a direction opposing the flow of traffic on a one-way street or where a turn in the direction of the arrow is not allowed.

35 On lower-speed roadways, historic street name signs within locally identified historic districts that are consistent with the criteria contained in 36 CFR 60.4 for such structures and districts may remain in service without complying with the provisions of Paragraphs 5, 7, 8, 13, 14, 20, 21, 23, and 28 through 30 of this Section. Rev. 1

Guidance:

36 *Streets or segments of a street that have been memorialized or dedicated should not use a second Street Name sign to display the memorial or dedication name (see Section 2D.56). When signed, the Memorial or Dedication sign should be located to minimize its conspicuity and potential for confusion.* Rev. 1

Support:

37 Information regarding the use of street names on supplemental plaques for use with intersection-related warning signs is contained in Section 2C.65.

38 Information regarding the identification of overcrossing and undercrossing roadways at grade separations is contained in Section 2H.10.

Section 2D.46 Advance Street Name Signs (D3-2 Series)

Support:

01 Advance Street Name (D3-2) signs (see Figure 2D-14) identify a downstream intersection. Although this is often the next intersection, it could also be several intersections away in cases where the next signalized intersection is referenced.

Standard:

02 **Advance Street Name (D3-2) signs, if used, shall supplement rather than be used instead of the Street Name (D3-1 or D3-1a) signs at the intersection.**

Option:

03 Advance Street Name (D3-2) signs may be installed in advance of signalized or unsignalized intersections to provide road users with advance information to identify the name(s) of the next intersecting street to prepare for crossing traffic and to facilitate timely deceleration and/or lane changing in preparation for a turn.

Guidance:

04 *On arterial highways in rural areas, Advance Street Name signs should be used in advance of all signalized intersections and in advance of all intersections with mandatory turn lanes.*

05 *In urban areas, Advance Street Name signs should be used in advance of all signalized intersections on major arterial streets, except where signalized intersections are so closely spaced that advance placement of the signs is impracticable.*

06 *The heights of the letters on Advance Street Name signs should comply with the provisions of Section 2D.05.*

Standard:

07 **If used, Advance Street Name signs shall have a white legend and border on a green background. Alternative background colors shall not be used on Advance Street Name signs.**

08 **If used, Advance Street Name signs shall provide the name(s) of the intersecting street(s) on the top line(s) of the legend and the distance to the intersecting streets or messages such as NEXT SIGNAL, NEXT INTERSECTION, NEXT CIRCLE, or directional arrow(s) on the bottom line of the legend.**

09 **Pictographs shall not be displayed on Advance Street Name signs.**

Option:

10 Directional arrow(s) may be placed to the right or left of the street name or message such as NEXT SIGNAL, as appropriate, rather than on the bottom line of the legend. Curved-stem arrows may be used on Advance Street Name signs on approaches to circular intersections.

11 For intersecting crossroads where the same road has a different street name for each direction of travel, the different street names may be displayed on the same Advance Street Name sign along with directional arrows.

12 In advance of two closely-spaced intersections where it is impracticable to install separate Advance Street Name signs, the Advance Street Name sign may include the street names for both intersections along with appropriate supplemental legends for both street names, such as NEXT INTERSECTION, 2ND INTERSECTION, or NEXT LEFT and NEXT RIGHT, or directional arrows.

Guidance:

13 *If two street names are used on the Advance Street Name sign, the street names should be displayed in the following order:*

- *A. For a single intersection where the same road has a different street name for each direction of travel, the name of the street to the left should be displayed above the name of the street to the right; or*
- *B. For two closely-spaced intersections, the name of the first street encountered should be displayed above the name of the second street encountered, and the arrow associated with the second street encountered should be an advance arrow, such as the arrow shown on the W16-6P arrow plaque (see Figure 2C-16).*

Option:

14 An Advance Street Name (W16-8P or W16-8aP) plaque (see Section 2C.65) with black legend on a yellow background, installed to supplement an Intersection (W2 series) or Advance Traffic Control (W3 series) warning sign may be used instead of an Advance Street Name guide sign.