



AGENDA
REIDSVILLE CITY COUNCIL
MEETING
6:00 PM
Tuesday, March 12, 2024

1. Call to Order.
2. Invocation by the Reverend Ryan Burris, Pastor of Baptist Temple Church, 729 Wentworth Street, Reidsville.
3. Pledge of Allegiance.
4. Approval of Consent Agenda.
 - (A) Approval of February 13, 2024 Regular Meeting Minutes.
 - (B) Approval of the February 15-16, 2024 Council Retreat Minutes.
 - (C) Approval of the Penn House Apartment Lease Agreement.

- End of Consent Agenda -
5. Public Hearings:
 - (A) Consideration of an application to rezone the following property fronting on South Scales Street and Freeway Drive, Rockingham County Plat Book 97, Page Number 66, from Residential-20 (R-20) and Highway Business (HB) to Highway Business (HB). Chad E. Abbott of C3 Design and Engineering submitted the application. (Docket No. Z 2024-02) (Enclosure #1) - *Jason Hardin, Planning & Community Development Director*

- End of Public Hearings -
6. Plans & Projects:
 - (A) Consideration of City of Reidsville Economic Development Strategic Plan. (Enclosure #2) - *Summer Woodard, City Manager*
 - (B) Consideration of Recommended Engineering Firm for Piedmont Street & Annie Penn Outfall Rehabilitation Project. (Enclosure #3) - *Josh Beck, Public Works Director*

- (C) Consideration of Engineering Contract Amendment for Wastewater Treatment Plant Biological Nutrient Removal (BNR) Project. (Enclosure #4) - *Josh Beck, Public Works Director*
 - (D) Consideration of Contract with Allumia/Duke Energy for lighting replacement at Water Treatment Plant. (Enclosure #5) - *Josh Beck, Public Works Director*
 - (E) Consideration of updated Procurement Plan and Policy for the City's CDBG-Infrastructure Project and corresponding Resolution. (Enclosure #6) - *Josh Beck, Public Works Director*
7. Human Resources:
- (A) Consideration of Marketing/Economic Development Restructuring. (Enclosure #7) - *Summer Woodard, City Manager*
 - (B) Consideration of Changes to the City's Personnel Policy held over from last month's meeting for additional updates. (Enclosure #8) - *Leigh Anne Bassinger, Human Resources Director*
 - (C) Consideration of Citywide Bilingual Certification Salary Increase Program. (Enclosure #9) - *Leigh Anne Bassinger, Human Resources Director*
8. Public Comments.
9. City Manager's Report:
- (A) Month of March. (Enclosure #10)
10. Council Members' Reports.
11. Miscellaneous:
- (A) For Information Only.
12. Move to the First-Floor Conference Room for a closed session to preserve the attorney-client privilege between the attorney and public body pursuant to G.S. 143-318.11(a)(3).
13. Adjourn.

**MINUTES OF THE REGULAR MEETING
OF THE REIDSVILLE CITY COUNCIL
HELD TUESDAY, FEBRUARY 13, 2024
REIDSVILLE CITY HALL, COUNCIL CHAMBERS**

This meeting was livestreamed on the City of Reidsville's YouTube Channel.

CITY COUNCIL MEMBERS PRESENT: Mayor Donald L. Gorham
Mayor Pro Tem Harry L. Brown
Councilman Shannon Coates
Councilwoman Barbara J. DeJournette (*attended via Zoom due to medical reasons*)
Councilman William Martin
Councilmember Terresia Scoble

COUNCIL MEMBERS ABSENT: Councilman William Hairston

CITY STAFF PRESENT: Summer Woodard, City Manager
Angela G. Stadler, City Clerk
William F. McLeod, City Attorney
Josh Beck, Public Works Director
Leigh Anne Bassinger, Human Resources Director
Jason Hardin, Planning & Community Development Director
Ronnie Ellison, Police Major
Shirrell Williams, IT Director
Gilbert Noetzel, IT
Steve Eastwood, IT

CALL TO ORDER.

Mayor Gorham called the meeting to order.

INVOCATION BY POLICE MAJOR RONNIE ELLISON.

In the absence of the scheduled pastor, Major Ronnie Ellison, a Deacon at Shiloh Baptist Church, provided the invocation.

PLEDGE OF ALLEGIANCE.

Mayor Gorham and Council members led in the Pledge of Allegiance.

PROCLAMATIONS & RECOGNITIONS:

RECOGNITION OF BLACK HISTORY MONTH.

Mayor Gorham read aloud the Black History Month proclamation, which follows:

PROCLAMATION

WHEREAS, February has been designated as Black History Month and will be observed in our community with a series of special presentations and exhibits, with this observance affording the special

opportunity for local residents to become more knowledgeable about black heritage and to honor the many black leaders who have contributed to the progress of our nation; and

WHEREAS, such knowledge can only serve to strengthen the insight of all of our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers to equality for minority groups, and the continuing struggle against racial discrimination and poverty;

NOW, THEREFORE, I, Donald L. Gorham, Mayor of the City of Reidsville, on behalf of the Reidsville City Council, do hereby proclaim the month of February to be

Black History Month

in Reidsville and further urge all citizens to join together in making this a period of rededication to the principles of justice and equality for all people.

This the 13th day of February, 2024.

/s/ _____
Donald L. Gorham
Mayor

RECOGNITION OF THE CITY'S INFORMATION TECHNOLOGY DEPARTMENT AS THE CITY'S FIRST "TEAMWORK AWARD" WINNERS, DIRECTOR SHIRRELL WILLIAMS, GILBERT NOETZEL AND STEVE EASTWOOD.

Mayor Gorham then presented the City's first "TEAMWORK Award" certificate to the City of Reidsville's Information Technology Department, Director Shirrell Williams, Gilbert Noetzel and Steve Eastwood. This award, the Mayor noted, recognizes employees from any division or department who have worked together in an exceptional manner to perform an assigned task as a team. Recipients of the award can be nominated by their peers or their supervisor, with nominations reviewed and selected by the Employee Engagement Committee before the annual Employee Holiday Luncheon. He thanked them for their contribution to the City.

Williams thanked her team, the City Manager, City Council and the whole team here at the City. The Mayor said, as his granddaughter would say, "thank you, thank you, thank you."

APPROVAL OF CONSENT AGENDA:

Mayor Gorham asked if Council wanted to pull any items from the Consent Agenda?

Councilmember Scoble asked that the lease agreement for the Penn House apartment be pulled for further evaluation. It was decided the lease agreement would be discussed further at the Council Retreat.

With the third item pulled, the Council approved the other Consent Agenda items by a motion made by Mayor Pro Tem Brown, seconded by Councilmember Scoble and unanimously approved by Council in a 6-0 vote.

CONSENT AGENDA ITEM NO. 1 - APPROVAL OF THE JANUARY 9, 2024 REGULAR MEETING MINUTES.

With the approval of the Consent Agenda in a 6-0 vote, the Council approved the January 9, 2024 Regular Meeting Minutes.

CONSENT AGENDA ITEM NO. 2 - APPROVAL OF THE 2023-2024 AUDIT CONTRACT WITH CHERRY BEKEART, LLP.

With the approval of the Consent Agenda in a 6-0 vote, the Council approved the 2023-2024 Audit Contract with Cherry Bekeart, LLP, as outlined in Finance Director Chris Phillips' memo, which follows:

MEMORANDUM – 2023-2024 AUDIT CONTRACT

To: Mayor Donald Gorham and the Reidsville City Council
From: Chris Phillips, Assistant City Manager
Date: February 2, 2024

Attached to this memo is the annual audit contract and engagement letter. This is the City's eighth year with Cherry Bekeart, LLP. There are no local firms qualified to complete the City's annual audit that has capacity to do such. Cherry Bekeart, LLP is a leading firm in NC governmental audits.

The audit fee has increased from \$63,000 to \$66,000. In addition, the federal and state funding required single audit has a fee of \$7,000 and there will be a \$5,000 fee for each additional program. With the grant funds that the City has received, there will be 2 or 3 additional programs tested each year for the next few fiscal years. These fees are unchanged from the previous year.

This contract will be included in the February Consent Agenda so that the Mayor can be authorized to execute the contract.

Thank you for your attention to this matter. Please let me know if you need any further information. *(END OF MEMO) (THE CONTRACT AS APPROVED IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)*

CONSENT AGENDA ITEM NO. 4 - CONSIDERATION OF NAMING AND DEDICATION OF THE PENN HOUSE EVENT CENTER.

With the approval of the Consent Agenda in a 6-0 vote, the Council approved the naming and dedication plans for the event center at the Penn House as outlined in the following memo:

Date: February 5, 2024
To: Mayor Donald Gorham
City Council Members
From: Summer Woodard, City Manager
Subject: New Event Venue at Penn House Name & Dedication

The City of Reidsville has been working on a name for the new event venue at the Penn House. The name that is proposed for the new event venue at the Penn House is "The Carriage House."

It is also recommended that this new event venue building be dedicated to the late Judy Yarbrough for her unwavering support and dedication to the Penn House and construction of this event venue. It

is recommended that a picture of Mrs. Yarbrough, along with a dedication plaque, be placed inside "The Carriage House."

If the Council is amenable with this suggestion, we will contact the Chamber about a joint ribbon cutting and dedication service in the near future. (END OF MEMO)

- End of Consent Agenda -

PULLED CONSENT AGENDA ITEM NO. 3 - CONSIDERATION OF A RESIDENTIAL LEASE AGREEMENT FOR THE PENN HOUSE APARTMENT.

The pulled item included the accompanying memo from the City Manager, which follows:

Date: February 5, 2024
To: Mayor Donald Gorham
City Council Members
From: Summer Woodard, City Manager
Subject: Lease Agreement for the Apartment at the Penn House

Please see the attached lease agreement between the City of Reidsville and Mr. Harvey Yarbrough. This lease agreement is recommended since Mr. Yarbrough is a City of Reidsville employee and currently resides in the apartment located on the Penn House property. This lease agreement is for one year with an automatic renewal option each year. (END OF MEMO) (ALSO INCORPORATED INTO THESE MINUTES IS A COPY OF THE PULLED LEASE AGREEMENT.)

PUBLIC HEARINGS:

CONSIDERATION OF AN APPLICATION TO REZONE THE FOLLOWING PROPERTIES: 129 E. MOREHEAD STREET/150 S. HARRIS STREET, ROCKINGHAM COUNTY TAX PARCEL #182011; 101 NE MARKET STREET, ROCKINGHAM COUNTY TAX PARCEL #154991; 112 HALL STREET, ROCKINGHAM COUNTY TAX PARCEL #154943; A VACANT PARCEL LOCATED ON HALL STREET, ROCKINGHAM COUNTY TAX PARCEL #182009; AND A LANDLOCKED VACANT PARCEL, ROCKINGHAM COUNTY TAX PARCEL #154948 FROM INDUSTRIAL (I-1 & I-2) TO GENERAL BUSINESS (GB). CITY STAFF SUBMITTED THE APPLICATION. (DOCKET NO. Z 2024-01.)

In making the staff report, Planning & Community Development Director Jason Hardin reviewed his January 25th memo, which follows:

MEMORANDUM

TO: The Honorable Mayor Gorham, Members of the Reidsville City Council, and Summer Woodard, City Manager
FROM: Jason Hardin, Planning & Community Development Director
DATE: January 25, 2024
RE: Docket No. Z 2024-01

The City of Reidsville is petitioning to rezone the following 6 parcels of land: 129 E Morehead St./150 S Harris St., Rockingham County Tax Parcel #182011; 101 NE Market St. Rockingham County Tax Parcel #154991; 112 Hall St. Rockingham County Tax Parcel #154943; a vacant parcel located on Hall St., Rockingham County Tax Parcel #154947; a vacant parcel located on Hall St., Rockingham County Tax Parcel #182009; and a landlocked vacant parcel, Rockingham County Tax Parcel #154948. These parcels encompass

a total combined area of 2.7388 acres. There are no current existing land uses. On these parcels, commercial uses are limited, and no residential uses are currently permitted in the I-1 or I-2 districts.

These properties are located in Growth Management Area 2 - Urban which encompasses the area immediately outside of the Central Business District. GMA 2 prioritizes the expansion of housing stock alternatives, rehabilitation of existing housing stock, preservation of significant historic structures and provides provisions for expanding retail and commercial services. In GMA 2 there is an identified lack of neighborhood-scale retail services, as well as an existing infrastructure network sufficient to support growth. Therefore, we determine the proposed rezoning to be consistent with the 2022 Reidsville Land Development Plan. The Planning Staff finds this rezoning reasonable and in the public interest based on the information provided in this report and the attached statements of reasonableness and consistency.

The Planning Staff recommends the proposed rezoning application be approved.

PLANNING BOARD RECOMMENDATION

The Planning Board unanimously recommended the proposed rezoning be approved.

DRAFT MOTIONS TO APPROVE/DENY

Included are suggested motions to either approve or deny the proposed zoning map amendment depending on the position Council wishes to take on the case. *(END OF MEMO)*

As he reviewed the rezoning application submitted by City Planning Staff, Hardin noted that all of the properties are contiguous and located on the east side of the City across the railroad tracks. The request is to rezone these properties, several of which are currently zoned heavy industrial with one light industrial, to General Business, the Planning & Community Development Director explained, which are proposed to be part of the Depot District. Referencing an article in the *Triad Business Journal* and on a City Facebook page, he said the Depot District is a concept at this point of revitalizing that eastern part of the City into a livable mixed use district with walkable living, etc. He said around 2020, the City commissioned the plan for the proposed Depot District Plan, but he stressed that this is still a concept at this point since the Depot District plan hasn't been adopted yet.

Therefore, the current plan is subject to change, the Planning & Community Development Director said. Hardin said staff is not asking for adoption of the plan but wanted to provide context as to why we are requesting this rezoning. He referenced the photos shown on the monitors in Council Chambers about what people would like to see in the area, etc. He mentioned walkability and outdoor dining as possible kinds of concepts, etc., but he noted that someone would have to come in and do this. This is just a concept of what we'd like to see here, he stressed.

The map shown outlines some of the desired land uses people would like to see, including neighborhood shopping, a beer garden, artist spaces, a dog park and new townhomes, the Planning & Community Development Director said. To the right, in the rectangle outlined on the screen, Hardin pointed out that Mackin Investments plans to turn the former Adams Electric building into incubator space and apartments. The former armory is also one of the areas to rezone, he said, and the owners of the building off of Hall Street that once housed the Chicken Shack would like to reopen that at some point, he continued. The owner of the armory, he continued, would like to use it for some kind of commercial use so what this will be doing is opening the door to commercial development, kind of a "phase zero" or maybe a Phase 1 or 1½. Hardin said this is what he described as a "vanilla" General District with no conditional use or design standards, not a planned district. He said if

Council would like it to be a planned district, staff is working on the Unified Development Ordinance (UDO), and he said this could be put into a planning district in the new UDO, including design standards for the new area. He discussed these possible options and talked of how crucial the railroad was to the City of Reidsville and its founding. A large portion of this area has been abandoned and we'd like to see this former industrial district revitalized into a commercial district, which he said is not unique to Reidsville. Hardin then finished reviewing the remainder of his memo, ending that Planning staff and the Planning Board recommend approval of this rezoning.

Mayor Gorham opened the public hearing at 6:17 p.m. by asking if anyone wished to speak for the rezoning of the six parcels?

An unidentified member of the audience asked if it would include mixed housing, to which Hardin replied residential has been mentioned.

Mayor Gorham asked if anyone else wished to speak for or against the rezoning? With no one coming forward, the public hearing was closed at 6:18 p.m.

Councilmember Scoble noted that the City has been looking at this area for a while, and it would be pretty exciting if it comes to fruition. Mayor Gorham said this would give our small town a "big town look".

Councilman Coates asked Hardin if the Hart family is planning to re-open the Chicken Shack? Hardin replied that is what he understands from conversations and telephone calls he has had. The Mayor said from what he understands, that is definite. Councilman Coates said it is a historical spot.

Councilmember Scoble then read the following prepared motion, "I make a motion to recommend the proposed rezoning be APPROVED for the specified parcels to the requested zoning district based upon the CONSISTENCY AND REASONABLENESS DETERMINATION statements that are included in the Council agenda packet, submitted during the rezoning presentation and as may be amended, as incorporated into the motion, to be included in the minutes." The motion was seconded by Councilwoman DeJournette and unanimously approved by Council in a 6-0 vote.

- End of Public Hearings -

BUDGETARY ITEMS:

CONSIDERATION OF REPAIRS TO COMMUNITY SWIMMING POOL AND ACCOMPANYING BUDGET ORDINANCE AMENDMENT.

Reidsville YMCA Executive Director Heather Whitsett came forward to provide a report to Council based on the following January 25th letter:

January 25, 2024

Summer Woodard, City Manager
City of Reidsville
230 W. Morehead St.
Reidsville, NC 27320

Dear Summer,

Thank you for allowing me to speak with the City Council regarding the Reidsville Community Pool. The pool is beginning to show a little of its age and requiring more repairs. In the past year, we have replaced light contactors, repaired the AAON dehumidification unit, replaced entrance doors and replaced the sand in the pool filters with glass. These repairs cost nearly \$50,000 and were paid for by the YMCA. I have provided these invoices for your review.

At this time, the roof needs to be replaced. I would like to request partial funding from the City and have included 3 bids for replacement. It would be my preference to move forward with Affordable Roofing. We have worked with them successfully in the past and have been happy with their service and product.

I also wanted you to be aware that there is \$24,493 currently in the Community Pool reserve account. We could also consider using a portion of those funds as well. Again, thank you for allowing me to present this request.

Sincerely,

Heather Whitsett

Executive Director *(END OF LETTER) (ALSO INCORPORATED INTO THESE MINUTES ARE THE BIDS PROVIDED BY MS. WHITSETT)*

In speaking to Council, Ms. Whitsett thanked the Mayor, Council and City Manager for giving her this opportunity to come and speak on behalf of the YMCA and the Reidsville Community Pool. She noted that the community pool will reach 27 years in June and is starting to show its age. She listed several repairs done in the last year, including electrical repairs, replacing some of the entry doors into the swimming pool area, a \$20,000 repair to the AAON unit that takes the chloramines and the humidity out of the pool, and they just changed the sand in the filters to glass, which is more economical, etc. The YMCA Executive Director said the facility is in need of roof repair, and she had sent three bids to Council. She said the reserve fund amount did go up a little since the memo went out, to \$24,781.

Ms. Whitsett said she was suggesting two possible plans. Plan A would be for the City to help pay 50% of the cost of the \$71,325 roof replacement or \$35,662.50 split between the YMCA and the City of Reidsville. Plan B would be to use \$20,000 of the reserve account, leaving a balance there of about \$4,700, and then asking \$25,663 each from the City and Y for the replacement. She asked Council for any questions they might have.

Councilman Martin questioned if we use \$20,000 of the reserve money, what is the rest of the money used for? He asked if we would find them coming back asking for money for something else? Ms. Whitsett explained that the reserve account consists of a percentage of all the income that comes into the swimming pool so the reserve account will replenish itself. She said we have not dipped into that account, she believes, in the past four years. If it is a smaller repair, she typically would come to the City Manager and ask for permission to use that reserve account, but it is never used without permission, the YMCA Executive Director said. Again, she said she expected that reserve account to increase because they have seen an

increase in programming, i.e., a water aerobics class, a grant to teach free swim lessons for the community for the past three years has been renewed, etc.

Councilmember Scoble asked how many members does the YMCA have right now?

Regarding membership, there are different ways to look at it, Ms. Whitsett said. She said we currently have over what she described as 7,000 “units”, adding that the YMCA submits quarterly usage information to the City. She said she has contacted their corporate office to check on this because it is hard to quantify because they have Reidsville residents who will purchase pool passes, others who purchase water aerobics, swim lessons, etc., who are getting discounted City rates. However, they also have Reidsville YMCA members who are also residents so it’s hard to pull those two apart, Ms. Whitsett stressed. She said she has been told if she could get a listing of the streets in Reidsville City Proper as well as the house numbers that are included in the City, they could give the City more detailed information, not just City vs. member, but members who live in the City, etc. Ms. Whitsett said they have seen an increase in usage as she discussed those numbers. She added that the pool is back to pre-2020 usage levels.

Councilman Coates asked what is the cost for non-members to come swim? Ms. Whitsett said if you are a Reidsville City resident and an adult, the cost is \$5 and a child is \$4. He asked if there are certain hours each day? The only restrictions between members and non-members, Ms. Whitsett added, is when our youth are having swim lessons or during water aerobics and other programming in the pool.

Councilwoman DeJournette said she noticed that Affordable Roofing’s prices were the lowest. She asked if that business would do everything that some of the others would do or would they cut back on certain things? Ms. Whitsett said the YMCA has had success with Affordable Roofing on their work and product. She said the company had just reroofed the entire middle portion of the YMCA, the oldest portion of the roof, and had a really good return on their investment. The product they use was actually created to be the lining of indoor swimming pools but they saw that it had such a good retention and repelling of water, that they’ve made the product into a roof covering, she continued. After researching it and working with her maintenance director on it, the YMCA Executive Director said they had felt very comfortable based on their past history with Affordable Roofing and the quality of the product although it is the lowest bid.

Councilman Martin asked about the cost of the additional five-year warranty and whether that was included in the roof bid? Ms. Whitsett said the additional five years would be covered by the YMCA.

Upon a request by Mayor Gorham, Ms. Whitsett reiterated the numbers for the two proposed plans again to Council, which includes using some of the reserve funds or leaving them in the reserve account. The Mayor said it looks like they have a Plan A and a Plan B with the Budget Ordinance Amendment No. 15.

Mayor Gorham noted that the provided Budget Ordinance Amendment includes the City paying its portion without going into the reserve monies.

Mayor Pro Tem Brown made the motion to approve the Budget Ordinance Amendment No. 15 in the amount of \$36,000, which was seconded by Councilmember Scoble.

Councilman Martin asked if the motion was proposing to use some of the reserve funds? The Mayor said no, they wouldn't be a part of it.

The Councilman asked why wouldn't we use some of those reserve funds on this project since they haven't been touched in four years and is constantly replenishing itself? He questioned why we wouldn't utilize it on such a major project and save the taxpayers some money? He asked since it appears we are splitting that, it would save us both about \$10,000 each, correct? Ms. Whitsett agreed. He then asked Ms. Whitsett, you have no future plans to use that funding, correct? She said no, just in the same way we have used them in the past, which is to serve as a buffer for any large asks that we could offset with part of the reserve. Councilman Martin again said he would like to utilize some of this funding.

Councilman Martin asked what else would we be saving that reserve monies for? The replenishing of the fund was discussed again, with Ms. Whitsett noting that approximately \$3,000 to \$4,000 is expected to come in each year based on the programming, etc. He asked the YMCA Executive Director, with the fund replenishing itself to current levels in about three years, is there anything the money would need to be saved for? She added that the AAON unit she had mentioned repairing may need to be replaced in the foreseeable future, but not the immediate future. Councilman Martin asked when she thought it might need to be replaced, and she said they hoped not for another 4-5 years. He said the fund should be replenished by then and then some. Ms. Whitsett agreed it would almost be replenished.

Councilman Martin said he would like to use some of the reserve funding for this because it is just sitting there.

City Manager Woodard asked Ms. Whitsett if this reserve fund is not for emergencies? The City Manager explained that this reserve is for unexpected needs, not projects. She said it is a reserve for any emergency repairs, which Ms. Whitsett would notify her of and then she would notify Council. If the pool did have an emergency type repair, it would take a while to build this fund back up, the City Manager stated. Mayor Gorham agreed, noting that with the age of the pool, it is wise to keep monies in reserve in case something comes up. Councilman Martin said he does not disagree now, but that was not how it was explained. He said he had specifically asked what are we using this for. He indicated it made sense the way the City Manager explained it. The Mayor said it was a good question.

The motion was approved in a 6-0 vote.

The Budget Ordinance Amendment as approved follows:

BUDGET ORDINANCE AMENDMENT NO. 15

WHEREAS, the Mayor and City Council of the City of Reidsville adopted a budget ordinance on June 13, 2023 which established revenues and authorized expenditures for fiscal year 2023-2024; and

WHEREAS, since the time of the adoption of said ordinance, it has become necessary to make certain changes in the City's budget to appropriate Fund Balance for swimming pool repairs;

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Reidsville that the budget ordinance as adopted on June 13, 2023 is hereby amended as follows;

Section 1. That revenue account number 1-3991-0000, Parks and Recreation Appropriated Fund Balance, be increased by \$36,000.00;

Section 2. That expense account number 11-6123-7300, Swimming Pool Contributions, be increased by \$36,000.00.

This the 13th day of February, 2024.

/s/ _____
Donald L. Gorham
Mayor

ATTEST:

/s/ _____
Angela G. Stadler, CMC/NCCMC
City Clerk

CONSIDERATION OF ACCEPTANCE OF A \$300,000 STATE BUDGET ALLOCATION FOR PARKS AND RECREATION FACILITIES AND ACCOMPANYING BUDGET ORDINANCE AMENDMENT.

In the absence of Assistant City Manager of Administration/Finance Director Chris Phillips, City Manager Summer Woodard reviewed his February 2, 2024 memo, which follows:

MEMORANDUM – STATE BUDGET ALLOCATION FOR PARKS AND RECREATION FACILITIES

To: Summer Woodard, City Manager
From: Chris Phillips, Asst. City Manager/Finance Director
Date: February 2, 2024

The City of Reidsville was fortunate to receive a State Budget appropriation for \$300,000 to make some facility improvements. The money is to be spent as follows: a new gym floor for \$135,000, tennis court refurbishment for \$100,000 and the preparation of new pickleball courts (near the existing Jaycee Park courts) for \$65,000.

An official scope of work was completed related to this appropriation and the signed contract was in turn generated. The proceeds were received by the City on January 22, 2024. No additional City funds are anticipated to complete these projects.

At this time, the City Council needs to accept this award and approve the attached budget ordinance amendment so that the projects can be completed.

In addition, the City staff would like to officially thank Senator Phil Berger and Representative Reece Pyrtle for securing these funds on behalf of the Citizens of Reidsville. (END OF MEMO)

Mayor Gorham asked Council for a motion to accept the \$300,000, which was made by Councilmember Scoble, seconded by Mayor Pro Tem Brown and unanimously approved by Council in a 6-0 vote.

Councilmember Scoble then made the motion, seconded by Councilman Coates and unanimously approved by Council in a 6-0 vote to approve the Budget Ordinance Amendment.

The Budget Ordinance Amendment as approved follows:

BUDGET ORDINANCE AMENDMENT NO. 16

WHEREAS, the Mayor and City Council of the City of Reidsville adopted a budget ordinance on June 13, 2023 which established revenues and authorized expenditures for fiscal year 2023-2024; and

WHEREAS, since the time of the adoption of said ordinance, it has become necessary to make certain changes in the City's budget to accept a State Budget Appropriation for Parks and Recreation Improvements and to appropriate same funds for those purposes;

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Reidsville that the budget ordinance as adopted on June 13, 2023 is hereby amended as follows:

Section 1. That revenue account number 11-3431-9003, State Budget Appropriation, be increased by \$300,000.00;

Section 2. That expense account number 11-6123-5800, Athletics Capital Improvements, be increased by \$300,000.00.

This the 13th day of February, 2024.

/s/ _____
Donald L. Gorham
Mayor

ATTEST:

/s/ _____
Angela G. Stadler, CMC/NCCMC
City Clerk

CONSIDERATION OF ACCEPTANCE OF AN \$1.6 MILLION STATE BUDGET ALLOCATION FOR THE ANNIE PENN SEWER OUTFALL AND ACCOMPANYING CAPITAL PROJECT ORDINANCE AND BUDGET ORDINANCE AMENDMENT.

In the absence of Assistant City Manager of Administration/Finance Director Chris Phillips, City Manager Summer Woodard reviewed his February 2, 2024 memo, which follows:

**MEMORANDUM – STATE BUDGET ALLOCATION FOR
THE ANNIE PENN SEWER OUTFALL**

To: Summer Woodard, City Manager
From: Chris Phillips, Asst. City Manager/Finance Director
Date: February 2, 2024

The City of Reidsville was fortunate to receive a State Budget appropriation for \$1,600,000 for rehabilitation of a 1,630 linear foot section of sewer outfall. These lines service the Piedmont Street area and includes service to Annie Penn Hospital. This area was listed as a high-risk priority in the City's 2019 Sewer System Asset Inventory.

While the funds were a direct appropriation, the attached Request for Funding was required to be filed with the NC Department of Environmental Quality Division of Water Infrastructure. Additionally, DEQ is retaining 3% of the appropriation, \$48,000, as an administrative fee. This will reduce the actual receipt of funds to \$1,552,000. The City's Sewer Reserves will be needed to replenish these funds for the project along with additional Engineering and Administrative costs of \$50,000, for a total use of \$98,000.

At this time, the City Council needs to accept this award and approve the attached Capital Project Ordinance so that the project can begin. A Capital Project Ordinance is being used because this project will be completed over multiple fiscal years. The attached Budget Ordinance Amendment will also need to be approved to appropriate the necessary transfer of Sewer Reserves to the project.

In addition, the City staff would like to officially thank Senator Phil Berger and Representative Reece Pyrtle for securing these funds on behalf of the Citizens of Reidsville. *(END OF MEMO)*

Mayor Gorham asked for a motion to accept the award, which was made by Mayor Pro Tem Brown, seconded by Councilmember Scoble and unanimously approved by Council in a 6-0 vote.

Councilmember Scoble made the motion, seconded by Mayor Pro Tem Brown and unanimously approved by Council in a 6-0 vote, to approve the Capital Project Ordinance.

The Capital Project Ordinance as approved follows:

**ANNIE PENN OUTFALL
CAPITAL PROJECT ORDINANCE**

WHEREAS, North Carolina General Statute 159-13.2 authorizes the establishment of a Capital Project Fund to account for expenses and revenues that are likely to extend beyond a single fiscal year; and

WHEREAS, it is the desire of the Mayor and the City Council of the City of Reidsville to set up accounts to accept a State Budget Appropriation and to record the transfer of Sewer Reserve Funds and to appropriate funds and set up accounts for sewer line rehabilitation;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Reidsville that:

Section 1 That the following revenue accounts for this project is hereby established:

| | | |
|--------------|----------------------------|--------------|
| 43-3612-1000 | State Budget Appropriation | \$ 1,552,000 |
| 43-3988-0062 | Transfer from Sewer Fund | \$ 98,000 |

Section 2. The following line items of expenditures are hereby established:

| | | |
|--------------|-------------------------|--------------|
| 43-7120-1990 | Professional Services | \$ 202,675 |
| 43-7120-1991 | Administrative Services | \$ 20,000 |
| 43-7120-5800 | Construction | \$ 1,303,025 |
| 43-7120-9911 | Contingency | \$ 124,300 |

Section 3. The City Manager and Finance Director are hereby granted all necessary authority to carry out this project, including the approval of payment requests as earned under approved contracts, to approve change orders in each contract as long as said change orders amount to less than \$25,000 each, to transfer funds from the established Contingency Fund to cover such change orders and cost overruns. The Finance Director is authorized to make temporary loans to this capital project from the Sewer Fund in order to cover costs before receipt of revenues and to establish an acceptable cash flow.

This the 13th day of February, 2024.

/s/ _____
Donald L. Gorham
Mayor

ATTEST:

/s/ _____
Angela G. Stadler, CMC/NCCMC
City Clerk

Councilmember Scoble then made the motion, seconded by Councilman Coates and unanimously approved by Council in a 6-0 vote, to approve Budget Ordinance Amendment No. 17.

Councilmember Scoble again expressed appreciation to Representative Pyrtle and Senator Berger. The Mayor said it was like Christmas in February.

The Budget Ordinance Amendment as approved follows:

BUDGET ORDINANCE AMENDMENT NO. 17

WHEREAS, the Mayor and City Council of the City of Reidsville adopted a budget ordinance on June 13, 2023 which established revenues and authorized expenditures for fiscal year 2023-2024; and

WHEREAS, since the time of the adoption of said ordinance, it has become necessary to make certain changes in the City's budget to appropriate Sewer Fund Reserves to be transferred to the Annie Penn Outfall Capital Project;

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Reidsville that the budget ordinance as adopted on June 13, 2023 is hereby amended as follows;

Section 1. That revenue account number 62-3991-0000, Sewer Fund Reserves, be increased by \$98,000.00;

Section 2. That expense account number 62-4120-0043, Transfer to Capital Project Fund, be increased by \$98,000.00.

This the 13th day of February, 2024.

/s/ _____
Donald L. Gorham
Mayor

ATTEST:

/s/ _____
Angela G. Stadler, CMC/NCCMC
City Clerk

CONSIDERATION OF FISCAL YEAR 2024-2025 BUDGET CALENDAR AND WORK SESSIONS.

In making the staff report, City Manager Summer Woodard reviewed her memo, which follows:

Date: January 26, 2024
To: Mayor Donald Gorham
City Council
Cc: Management Team and Department Supervisors
From: Summer Woodard, City Manager
Subject: Fiscal Year 2024-2025 Budget Calendar and Work Sessions

Please see the proposed budget calendar for the 2024-2025 budget year listed below.

| | |
|-----------------------|-------------------------------------------------------------------------|
| February 13, 2024 | Present budget calendar to City Council |
| February 15, 2024 | City Council Annual Retreat 8:00 a.m. to 1:00 p.m. |
| February 16, 2024 | City Council Annual Retreat 8:00 a.m. to 1:00 p.m. |
| March 4, 2024 | Budget detail presented to Management Team and Department Supervisors |
| March 22, 2024 | Finance Department completes initial revenue projections |
| April 4, 2024 | All budgets submitted to City Manager by 5:00 p.m. |
| April 8-19, 2024 | Budget review meetings with Management Team |
| April 23, 2024 | Budget work session with the City Council at 5:30 p.m. |
| April 24-May 10, 2024 | Preparation of proposed Fiscal Year 2024-2025 budget |
| May 14, 2024 | Present proposed budget to City Council |
| May 21, 2024 | Additional Budget work session if needed with City Council at 5:30 p.m. |
| June 11, 2024 | Public Hearing and Adoption of proposed budget (<i>END OF MEMO</i>) |

After reviewing the dates, City Manager Woodard asked Council to accept the budget calendar.

With no questions from Council, Councilman Coates made the motion, seconded by Councilman Martin and unanimously approved by Council in a 6-0 vote, to approve the budget calendar.

GRANTS:

CONSIDERATION OF BIDS FOR CDBG-NR HOUSING REHABILITATION.

In making the staff report, Planning & Community Development Director Jason Hardin reviewed his memo, which follows:

M E M O R A N D U M

TO: The Honorable Mayor Gorham, Members of the Reidsville City Council, and Summer Woodard, City Manager
FROM: Jason Hardin, Director of Planning & Community Development
DATE: January 23, 2024
RE: CDBG-NR Housing Rehabilitation Bid Awards

I have attached the proposed bid award packages to rehabilitate three houses as a part of our CDBG-NR Housing Rehabilitation Project. Enclosed is the bid tabulation sheet along with the contract award and liability insurance certification for each contractor.

1. 322 Irvin St. – Tucker’s Home Repair (\$142,250). Low Bidder
2. 1342 McGehee St. – Brookdelnc Environmental (\$86,600) Low Bidder
3. 710 Vance St. – Brookdelnc Environmental (\$91,400) Low Bidder.

All bids received have exceeded our budget projections from the project grant application in 2019. This is due to the substantial increase in construction costs post-pandemic. NC Department of Commerce has approved substantial rehab for these houses as all bids exceeded the \$72,000 limit. No budget adjustment is necessary for these bid awards as funds are already present. I recommend the proposed bids be awarded to the respective contractors and ask for council approval on these items. *(END OF MEMO)(A COPY OF THE AWARD SUMMARY SHEET IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)*

Following Hardin’s review of his memo, Councilman Coates asked when this project started? The Planning & Community Development Director responded that funding was awarded in late 2019 but in the spring of 2020, everything shut down at the State level due to COVID. Although he didn’t get here until 2022, Hardin said he understood things got tied up with the State Preservation Office for a long time. He briefly reviewed that it took a while to work through the process, including the applications, plus these projects have to meet HUD low-income standards, title searches, etc. Last fall, only one bidder responded so we had to go through that process twice, Hardin said, adding that since we were able to get more bidders, we didn’t have to go through the sole source procurement process, whereby only one bid can be accepted, etc.

Councilman Coates confirmed that the homeowners are the occupants, which Hardin noted that the homes have to be owner occupied. The Councilman asked if the City has to keep up with the work being done? The Planning & Community Development Director explained that the City has contracted with the Piedmont Triad Regional Council (PTRC) as our housing rehab consultant, which does an independent assessment to determine the scope of work, which we would bid out. Hardin briefly discussed the process after the bids are awarded, including the securing of permits by the contractors. He said we do make sure everything is done according to Code. He added that he

believes the home has to be owner occupied for at least five years or a certain amount of time by HUD rules before the owners can sell the property or move out of it. Councilman Martin asked who is the project manager? Hardin replied it is PTRC. The Councilman asked about the bid dates. Hardin replied that the date mentioned by Councilman Martin was the second bid while the first was done in the fall of 2023 before Christmas.

Mayor Gorham asked the City Attorney whether a separate vote is needed on each? McLeod answered in the affirmative.

Councilman Martin made the motion, seconded by Mayor Pro Tem Brown and unanimously approved by Council in a 6-0 vote, to accept the bid for 322 Irvin St. of Tucker's Home Repair.

Councilman Coates made the motion, seconded by Councilwoman DeJournette and unanimously approved by Council in a 6-0 vote, to accept the bid for 1342 McGehee St. of Brookdelnc Environmental.

Councilmember Scoble mad the motion, seconded by Mayor Pro Tem Brown and unanimously approved by Council in a 6-0 vote, to accept the bid for 710 Vance Street of Brookdelnc Environmental.

ORDINANCES:
CONSIDERATION OF AMENDMENTS TO CHAPTER 9, HEALTH AND
SANITATION, ARTICLE II - NUISANCES, SECTIONS 9-20 THROUGH 9-26, OF THE
CITY'S CODE OF ORDINANCES.

In making the staff report, Planning & Community Development Director Jason Hardin reviewed his memo, which follows:

M E M O R A N D U M

TO: The Honorable Mayor Gorham, Members of the
Reidsville City Council, and Summer Woodard, City Manager
FROM: Jason Hardin, Director of Planning & Community Development
DATE: January 31, 2024
RE: Code of Ordinances Amendment – Nuisances

Staff is requesting to amend Chapter 9, Health and Sanitation, Article II – Nuisances, Sections 9-20 through 9-26 of the City of Reidsville Code of Ordinances. This portion of the code added in 1985 needs a few updates including: the process of noticing property owners, department name (we are no longer the department of planning and code enforcement), clarifies the lien is placed on the property through the Rockingham County Tax Department, and notes that nuisance may be abated by a contracted representative and not only the City's Public Works Department.

These updates make no change to current practice. The purpose of the amendment is to update the ordinance to what our procedure has been for 20+ years and make clarifications in the code. Staff recommends the proposed amendment be approved. *(END OF MEMO)*

Following are the changes shown with either strikethroughs or highlights:

ORDINANCE REVISIONS

ARTICLE II. - NUISANCES

Sec. 9-20. - Nuisances prohibited; enumeration.

The following enumerated and described conditions are hereby found, deemed, and declared to constitute a detriment, danger, and hazard to the health, safety, morals, and general welfare of the inhabitants of the city and are found, deemed, and declared to be public nuisances wherever the conditions may exist and the creation, maintenance, or failure to abate any nuisances is hereby declared unlawful:

- (1) Any condition which constitutes a breeding ground or harbor for rats, mosquitos, harmful insects, or other pests;
- (2) Is a place of dense growth of weeds or other noxious vegetation over twelve (12) inches in height;
- (3) Is an open place of concentration of combustible items such as mattresses, boxes, paper, automobile tires and tubes, garbage, trash, refuse, brush, old clothes, rags, or any other combustible materials or objects of a like nature;
- (4) Is an open place of collection of garbage, food waste, animal waste, or any other rotten or putrescible matter of any kind;
- (5) Hides, dried or green, provided the hides may be kept when thoroughly cured and odorless;
- (6) Any furniture, appliances, or metal products of any kind or nature openly kept which have jagged edges of metal or glass, or areas of confinement;
- (7) Any condition which blocks, hinders, or obstructs in any way the natural flow of branches, streams, creeks, surface waters, ditches, or drains, to the extent that the premises are not free from standing water.
- (8) Any other condition specifically declared to be a danger or prejudicial to the public health, safety and general welfare of inhabitants of the city and declared to be a public nuisance by a code enforcement officer official and affirmed to be a public nuisance by the city council. The code enforcement officer official may declare a nuisance and provide notice to abate the violations) prior to the nuisance declaration by the city council. Such notice shall state the condition existing, the location of the violation and that the city council will be requested, after public hearing at which the person notified may appear and be heard, to declare that the condition(s) existing constitute a danger to the public health, safety, morals or general welfare of the city inhabitants and a public nuisance. After such declaration by the city council, in the form of an ordinance, the condition shall be abated as provided in this chapter.

(Code 1985, § 13-51; Ord. of 2-11-20)

Cross reference— Abatement of nuisance from debris at construction sites, § 16-62(c); "nuisance vehicle," § 17-103.

Sec. 9-21. - Notice to abate unlawful condition, abatement by city where condition of matter admits of no delay.

If any person shall violate the provisions of section 9-20, it shall be the duty of the code enforcement officer official for the plan and code enforcement department City Of Reidsville's Department of Planning and Community Development or the officer's official's designee to give notice to the owner or to any person in possession of the subject property, as provided by section 9-22 directing that all unlawful conditions existing thereupon be abated within ten (10) days from the date of such notice; provided, that if, in the opinion of the code enforcement officer official or the officer's official's designee, the unlawful condition is such that it is of imminent danger or peril to the public, then any authorized public works representative or the City of Reidsville's contracted services representative for nuisance abatement may, without notice, proceed to abate the unlawful condition, and the cost thereof shall be charged against the property as is provided in section 9-24.

(Code 1985, § 13-52)

Sec. 9-22. - Service of notice.

- (a) ~~The owner of subject property shall be notified of violation by personal delivery~~ the posting of the notice subject property ~~or and by delivery or attempted delivery of the notice by registered or certified mail, return receipt requested. If such owner refuses to accept notice of the violation, then the property shall be posted with notice. If the name of the owner cannot be ascertained, then the notice shall be served on any person in possession of the subject property, or, if there is no person in possession of it, by posting the notice on the subject property. If any such property is owned by a corporation, the notice shall be served upon the registered agent or, in the absence thereof, notice shall be served upon the corporation.~~
- (b) Any such notice may be served by any authorized representative of the ~~planning and code enforcement department~~ City of Reidsville's Department of Planning and Community Development or by any police officer of the city.

(Code 1985, § 13-54)

Sec. 9-23. - Defect in notice not to affect lien.

Any defect in the method of giving the notice required by section ~~9-24~~ 9-22, or in the form thereof, or the giving of such notice to an improper person, shall not prevent the city, in any case where the work of abating an unlawful condition upon any property is caused by the city, from collecting the cost thereof from the owner, nor shall it affect the validity of the lien on the property for such cost.

(Code 1985, § 13-56)

Sec. 9-24. - Abatement by city where owner fails to abate unlawful condition.

- (a) Upon the failure of the property owner ~~or person in possession of any premises~~ to abate any unlawful condition existing thereupon within the time prescribed by section ~~9-23~~ 9-21, it shall be the duty of an a code enforcement official for the City of Reidsville's Department of Planning and Community Development to authorize the City of Reidsville's contracted services representative for nuisance abatement ~~authorized public works representative~~ to cause the removal and abatement of such unlawful condition therefrom.
- (b) Upon the completion of such removal and abatement, ~~the~~ a code enforcement officer official for the City of Reidsville's Department of Planning and Community Development ~~for the planning and code enforcement department~~ or the officer's official's designee shall deliver to the city tax collector a statement showing the actual cost of the abatement of the unlawful condition including administrative fees, according to the fee schedule adopted by city council. The city tax collector shall thereupon mail to the owner of the subject property a bill covering the cost, if with reasonable diligence the name and address of such owner can be ascertained, and the amount of the bill shall become a lien upon the subject property and, if not paid within thirty (30) days or by May 31st of the current year, whichever is later, shall be collected as in the manner provided for the collection of delinquent taxes through the Rockingham County Tax Department.

(Code 1985, § 13-53)

Sec. 9-25. - Abatement procedure not to prohibit additional remedies.

The abatement procedure set forth in this article shall be in addition to any other remedies that may now or hereafter exist under law for the abatement of public nuisances, and this article shall not prevent the city from proceeding in a criminal action against any person violating the provisions of this article, as provided in G.S. 14-4.

(Code 1985, § 13-55)

Sec. 9-26. - Appeal.

The ~~planning and code enforcement department~~ City of Reidsville's Department of Planning and Community Development is hereby given full power and authority to enter upon the premises involved for the purpose of abating the nuisance found to exist as set out in this article. Within the ~~ten-day~~ (10) day period mentioned in section ~~9-22~~ 9-21, the owner of the property where the nuisance exists may appeal the findings of such department to the city council by giving written notice of appeal to the city clerk, such appeal to stay the abatement of the nuisances by the department until a final determination by the council is made. If no appeal is taken, the department may proceed to abate the nuisance.

(Code 1985, § 13-57) *(END OF REVISIONS)*

After a question from the Mayor, Hardin explained the process for issuing nuisance violations, including the posting of property, etc. He said staff has always sent the notices by certified mail, but going from the date of the notice is the fairest way, when the timeline starts.

Councilmember Scoble asked if all of these nuisances are visible? Hardin replied that nothing in the definition of nuisances has changed, only the process and terminology updates.

Councilman Martin made the motion, “so moved”, seconded by Councilman Coates and unanimously approved by Council in a 6-0 vote, to approve the amendments to Chapter 9, Health and Sanitation, Article II - Nuisances, Sections 9-20 through 9-26.

The amended Ordinance follows:

AN ORDINANCE AMENDING THE CITY OF REIDSVILLE CODE OF ORDINANCES: CHAPTER 9, HEALTH AND SANITATION, ARTICLE II “NUISANCES,” SECTION 9-20 TO 9-26

WHEREAS, the City of Reidsville desires to update its regulations pertaining to public nuisances;

THEREFORE, BE IT ORDAINED BY THE REIDSVILLE CITY COUNCIL:

That Chapter 9, Health and Sanitation, Article II “Nuisances,” Section 9-20 to 9-26 be amended as follows:

ARTICLE II. - NUISANCES

Sec. 9-20. - Nuisances prohibited; enumeration.

The following enumerated and described conditions are hereby found, deemed, and declared to constitute a detriment, danger, and hazard to the health, safety, morals, and general welfare of the inhabitants of the city and are found, deemed, and declared to be public nuisances wherever the conditions may exist and the creation, maintenance, or failure to abate any nuisances is hereby declared unlawful:

- (1) Any condition which constitutes a breeding ground or harbor for rats, mosquitos, harmful insects, or other pests;
- (2) Is a place of dense growth of weeds or other noxious vegetation over twelve (12) inches in height;

- (3) Is an open place of concentration of combustible items such as mattresses, boxes, paper, automobile tires and tubes, garbage, trash, refuse, brush, old clothes, rags, or any other combustible materials or objects of a like nature;
- (4) Is an open place of collection of garbage, food waste, animal waste, or any other rotten or putrescible matter of any kind;
- (5) Hides, dried or green, provided the hides may be kept when thoroughly cured and odorless;
- (6) Any furniture, appliances, or metal products of any kind or nature openly kept which have jagged edges of metal or glass, or areas of confinement;
- (7) Any condition which blocks, hinders, or obstructs in any way the natural flow of branches, streams, creeks, surface waters, ditches, or drains, to the extent that the premises are not free from standing water.
- (8) Any other condition specifically declared to be a danger or prejudicial to the public health, safety and general welfare of inhabitants of the city declared to be a public nuisance by a code enforcement official and affirmed to be a public nuisance by the city council. The code enforcement official may declare a nuisance and provide notice to abate the violations prior to the nuisance declaration by the city council. Such notice shall state the condition existing, the location of the violation and that the city council will be requested, after public hearing at which the person notified may appear and be heard, to declare that the condition(s) existing constitute a danger to the public health, safety, or general welfare of the city inhabitants and a public nuisance. After such declaration by the city council, in the form of an ordinance, the condition shall be abated as provided in this chapter.

Cross reference— Abatement of nuisance from debris at construction sites, § 16-62(c); "nuisance vehicle," § 17-103.

Sec. 9-21. - Notice to abate unlawful condition, abatement by city where condition of matter admits of no delay.

If any person shall violate the provisions of section 9-20, it shall be the duty of a code enforcement official for the City of Reidsville's Department of Planning and Community Development or the official's designee to give notice to the owner of the subject property, as provided by section 9-22 directing that all unlawful conditions existing thereupon be abated within ten (10) days from the date of such notice; provided, that if, in the opinion of the code enforcement official or the official's designee, the unlawful condition is such that it is of imminent danger or peril to the public, then any authorized public works representative or the City of Reidsville's contracted services representative for nuisance abatement may, without notice, proceed to abate the unlawful condition, and the cost thereof shall be charged against the property as is provided in section 9-24.

Sec. 9-22. - Service of notice.

- (a) The owner of subject property shall be notified of violation by the posting of the subject property and by delivery or attempted delivery of the notice by certified mail, return receipt requested.
- (b) Any such notice may be served by any authorized representative of the City of Reidsville's Department of Planning and Community Development or by any police officer of the city.

Sec. 9-23. - Defect in notice not to affect lien.

Any defect in the method of giving the notice required by section 9-21, or in the form thereof, or the giving of such notice to an improper person, shall not prevent the city, in any case where the work of abating an unlawful condition upon any property is caused by the city, from collecting the cost thereof from the owner, nor shall it affect the validity of the lien on the property for such cost.

Sec. 9-24. - Abatement by city where owner fails to abate unlawful condition.

- (a) Upon the failure of the owner to abate any unlawful condition existing thereupon within the time prescribed by section 9-21, it shall be the duty of a code enforcement official for the City of Reidsville's Department of Planning and Community Development to authorize the City of Reidsville's contracted services representative for nuisance abatement to cause the removal and abatement of such unlawful condition therefrom.
- (b) Upon the completion of such removal and abatement, a code enforcement official for the City of Reidsville's Department of Planning and Community Development or the official's designee shall deliver to the city tax collector a statement showing the actual cost of the abatement of the unlawful condition including administrative fees, according to the fee schedule adopted by city council. The city tax collector shall thereupon mail to the owner of the subject property a bill covering the cost, if with reasonable diligence the name and address of such owner can be ascertained, and the amount of the bill shall become a lien upon the subject property and, if not paid within thirty (30) days or by May 31st of the current year, whichever is later, shall be collected as in the manner provided for the collection of delinquent taxes through the Rockingham County Tax Department.

Sec. 9-25. - Abatement procedure not to prohibit additional remedies.

The abatement procedure set forth in this article shall be in addition to any other remedies that may now or hereafter exist under law for the abatement of public nuisances, and this article shall not prevent the city from proceeding in a criminal action against any person violating the provisions of this article, as provided in G.S. 14-4.

Sec. 9-26. - Appeal.

The City of Reidsville's Department of Planning and Community Development is hereby given full power and authority to enter upon the premises involved for the purpose of abating the nuisance found to exist as set out in this article. Within the (10) day period mentioned in section 9-21, the owner of the property where the nuisance exists may appeal the findings of such department to the city council by giving written notice of appeal to the city clerk, such appeal to stay the abatement of the nuisances by the department until a final determination by the council is made. If no appeal is taken, the department may proceed to abate the nuisance.

Adopted and Approved, this the _____ day of February, 2024.

/s/ _____
Donald L. Gorham, Mayor

ATTEST:

/s/ _____
Angela G. Stadler, CMC/NCCMC
City Clerk

HUMAN RESOURCES:

CONSIDERATION OF CHANGES TO THE CITY'S PERSONNEL POLICY.

In making the staff report, Human Resources Director Leigh Anne Bassinger reviewed her memo, which follows:

Memorandum

To: Summer Woodard, City Manager
City of Reidsville
From: Leigh Anne Bassinger, Director

Human Resources Department

Date: February 5, 2024

Re: Proposed Changes to the Personnel Policy

Attached are proposed changes to the Personnel Policy approved and adopted by City Council on August 16, 2022.

Article VIII: Holidays and Leave; Section 26: Paternity Leave and Section 27: Maternity Leave are new policies to be added to Article VIII: Holidays and Leave. The City has long provided these types of leave to our employees with new born or newly adopted children. But this formalizes the past practice with a written policy. This adoption aligns well with our designation as a Family Forward Certified Employer.

There are revisions to three previously adopted policies, to provide better clarification in the application of these policies.

Article IV: The Pay Plan; Section 12: Call-Back Pay has been revised to change the reference from Street/Line employees to Public Services Employees. The changes include a listing of which departments are included in Public Services, to provide further clarity. Additionally, the reference to overtime pay for call-backs occurring on City-observed holidays has been removed, as this is no longer a practice with the City of Reidsville.

Article IX: Employee Benefits; Section 1: Insurance Benefits has been revised to clarify that retirement requirements for post-retirement health insurance benefits with the City of Reidsville may be different that retirement requirements from the Local Government Retirement System. The policy has also been clarified regarding retiree payment for premiums for dependent coverage and for buy-ups of dental and vision insurance to avoid cancellation of coverage. Lastly, language was added to identify when a retiree's eligibility for post-retirement health insurance benefits will cease.

Article VIII: Holidays and Leave; Section 5: Vacation Leave has been modified to allow higher vacation accrual rates for employees hired with local or municipal government service from out-of-state. Previously, only service in North Carolina was recognized. In addition, wording was added to clarify that the maximum vacation payout for an employee separating from service with the City of Reidsville will be 240 hours. The exception to this policy is also defined.

With the approval of these recommended changes, the changes will be communicated to all employees via email and through interoffice memorandums. The Personnel Policy available to all employees on the Share Network Drive will be updated to the newest version which will contain these changes. When the next printing of the policy for new hires is needed, it will include these recommended changes. *(END OF MEMO) (A COPY OF THE FULL PROPOSED PERSONNEL POLICY CHANGES ARE HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)*

Bassinger noted that in August of 2022, Council approved a complete revision of the City's Personnel Policy. However, she said we found there were some areas we still needed to make changes. Citing a survey done as part of our certification as a Family Friendly Employer, the HR Director noted that a parental leave policy had come up. She said the City does have a paternal leave policy, but it was accidentally excluded when the personnel policy was revised. She said while such a policy wasn't written down, we have been doing it. She said it would be put back in along with the maternal leave policy, etc.

She continued to review the other changes as stated in her memo:

- The Call-back Pay section included old departmental terminology, which was updated, and a list of all of those divisions that are eligible for such pay was added. She said we also took out the reference to being paid double time for coming in on an observed holiday, which is a practice that hasn't been done for a number of years here.
- Under the insurance benefits section as it relates to our employees, language is included as to what happens if you don't pay your premiums once retired, etc. She explained that process.
- For Vacation Leave, we wanted to give employees coming from other municipal/local governments recognition for their sick leave service and their vacation. She explained this in greater detail. She did add that we can't give those from Virginia sick leave credit, but we can allow them to accrue vacation at a higher rate than a new employee with no municipal experience.

Bassinger asked if there were any questions? Councilman Coates asked, going back to the changes to call-back pay which only affects the Police Department and Public Works, why Police only gets \$50 while Public Works gets \$100? He said in his opinion, it should be even across the board because you are doing the same thing, being called out. Bassinger said she did not disagree, but it was adopted as it has been for years. She noted that had been talked about, adding they had heard from other departments like the Fire Department, which is \$50 on-call pay for fire inspectors/fire marshal going out to investigate an arson, etc. In the great revision of 2022, the Management Team decided not to make that change, but it was something that had been considered, Bassinger stated. She said she would be happy to make it \$100 for everyone across the City, who is on call. Councilman Coates reiterated that his stand on it was that it should be \$100 across the board for those on call.

Councilman Martin said he would make the motion to amend it to \$100 across the board, which was seconded by Councilman Coates, who stated however they needed to do it.

City Manager Woodard said staff doesn't have an issue with that, and it had been discussed. She said it had just been in place for an antiquated amount of time. She said that was a very generous gesture of Mayor and Council if you want to bring that up to date.

Bassinger said she would be happy to make those changes and bring them back in March. Mayor Gorham agreed then, saying we will wait until March.

BOARD & COMMISSION APPOINTMENTS:

Ballots were distributed for the February Board and Commission appointments based on the following memos:

MEMORANDUM

TO: Summer Woodard, City Manager
FROM: Angela G. Stadler, CMC, City Clerk
SUBJ: Board/Commission Appointments for February 13, 2024
DATE: February 6, 2024

The following application has been received for appointment to the board listed below:

Planning Board

James A. Motley of 1324 US 29 Business has applied for the ETJ 5-year term vacancy on this board. If he is approved by the Council, his application will be submitted to the County Commissioners for their approval, as is done in the case of Extraterritorial Jurisdiction positions on the Planning Board.

Main Street Advisory Board

Under the new Memorandum of Understandings, the City Council approves the members of the Main Street Advisory Board. Please see the attached memo from Main Street Manager Robin Yount with the Reidsville Downtown Corporation's recommendations for the board.

ADDITIONAL VACANCIES

The following openings on other boards and commissions of the City will be advertised for consideration at the next City Council meeting:

- One 5-year term position on the New Reidsville Housing Authority (Mayoral Appointment).
- Five 3-year term positions open currently and one position becoming open in March on the Parks and Recreation Advisory Commission
- Three 3-year term positions on the Reidsville Community Pool Association
- One 3-year term student position on the Reidsville Human Relations Commission

Applications to be considered at the March 12, 2024, Council meeting will need to be turned in by 5 p.m. on Friday, March 29, 2024.

AGS/lw
Attachments (2) (*END OF MEMO*)

The attached memo referenced in the Clerk's memo follows:

TO: Summer Woodard, City Manager
FROM: Robin Yount, Main Street – Market Square Manager
DATE: 1/24/24
RE: February 6, 2024 City Council Agenda

Summer,

The RDC Board of Directors requests the endorsement from the City of Reidsville Council of the following new board members to serve on the Main Street Advisory Board of Directors. Please let me know if you have any questions.

Thanks,
Robin Yount

Ross Apple
Saunders Hardware
202 Piedmont Street
Reidsville, NC

W.E. "Skeeter" Coates
Coates Collectibles & Antiques
239 S. Scales. Street
Reidsville, NC

Eric Smith
Amos Welding/Lucky City Brewing
144 Benton Rd.
Reidsville, NC (*END OF MEMO*)

PUBLIC COMMENTS.

No one came forward for public comments.

CITY MANAGER'S REPORT:
MONTH OF FEBRUARY.

City Manager Summer Woodard reviewed her February City Manager's Report, which follows:

Date: February 5, 2024
To: Mayor Donald Gorham
City Council Members
From: Summer Woodard, City Manager
Subject: City Manager's Monthly Report

City Events:

- Annual City Council Retreat – The Retreat will be Thursday, February 15th, and Friday, February 16th from 8:00 a.m. to 1:00 p.m. both days in the new venue at the Penn House.
- Lunch and Learn - There is an attached Lunch and Learn schedule behind the Miscellaneous tab in the agenda packet.

Projects & City Updates:

- **Splash Pad** – Currently several subcontractors are onsite working, including the plumber and locksmith. Duke Energy installed a new utility pole and pulled all necessary wire to provide permanent power to the project. An electrical inspection recently passed releasing temporary power to be energized. Once activated, the contractor plans to utilize the heating systems to maintain appropriate temperatures so that the flooring subcontractor can epoxy the floors. There is still a significant amount of work to be completed, and an updated project schedule currently shows a completion date of March 11, 2024. A breaker to power the grinder pump station is still four weeks out, which will delay startup and testing of the project.
- **Penn House Building Project** – Permanent HVAC has been installed, and the equipment was started up at the end of last month. We are currently operating under a TCO or temporary certificate of occupancy. Contractors were onsite replacing the tile in the bathrooms that both the owner and architect had concerns with. Testing and balancing will begin the week of 1/29/24 and the mechanical, electrical, and plumbing punch list inspection is scheduled for

February 7th. We also expect to obtain our final C.O. by February 1st. Appliances purchased outside the project were recently installed and started on January 26th.

- **Settle Street Streetscape Project** - Crews have been battling both the rain and cold weather to continue moving the project forward over the past couple of weeks. Currently the north side is roughly 50% complete as we've completed all necessary installations from Scales Street down to Pick's Beauty and Barber Shop. The week of January 28th we hope to progress down to the alleyway between the two buildings, but we have a lot of utility work to complete in this particular section and several entry points to contend with. This will leave 2-3 more sections of work to be completed before the concrete curbing and sidewalks for this particular project will be complete.
- **Reidsville Downtown Cooperation** - Behind the Miscellaneous tab in the agenda packet, please see a revised and signed MOU agreement between the City of Reidsville and the Reidsville Downtown Cooperation.

Events/Meetings Attended:

- 1/3 - Rural Ready Project Meeting
- 1/9 - City Council Meeting
- 1/10 - Management Team Meeting
- 1/11 - New Employee Orientation & Assessor for Rockingham High School Senior Projects
- 1/19 - Anne Penn Hospital Foundation Board Meeting
- 1/23 - RDC Annual Board Retreat
- 1/25 - Anne Penn Hospital Foundation Board Meeting (*END OF REPORT*)

COUNCIL MEMBERS' REPORTS.

Mayor Pro Tem Brown – The Mayor Pro Tem reported attending the following: 1/15, Black History Program at Elm Grove Baptist Church; 1/16, YMCA Board of Directors' meeting; 1/24, Council 2-on-2s; and 2/5, participated in the McLaurin Good Neighbor Association meeting.

Councilman Coates – No Report.

Councilmember Scoble – The Councilmember reported the following: 1/11, Judged senior projects at Rockingham County High School; 1/11, Kiwanis Club; 1/12, her husband, Jim Scoble, became a US citizen in a ceremony in Charlotte; 1/18, Kiwanis Club; 1/23, RDC Retreat at the Penn House; 1/25, ABC Board; 2/1, Kiwanis Club; 2/6; RDC Zoom Meeting. She announced the Reidsville Kiwanis Club Pancake Supper will be held on March 15 at Reidsville High School, for \$8 all you can eat for adults and children 10 and under eat free. Mayor Gorham said that he will be doing some of the cooking at the pancake supper.

Councilman Martin – The Councilman reported attending the Saturday before last, the NRA banquet, which is a nonprofit that raises money to benefit Youth Day, including outdoor activities, shooting, hunting, etc. for youth, and Council 2-on-2 meetings.

Councilwoman DeJournette – The Councilwoman reported attending the following events: today's advisory committee meeting for RDC, at which time they gave them updates on a lot of new restaurants. She thanked everyone for allowing her to do Zoom while she was recovering and for everyone's support.

Mayor Gorham – Due to the closed session, the Mayor submitted his written report instead of reading it aloud: 1/10, taped greetings for MLK Breakfast at Zion Baptist; 1/10, met with City Manager and Judy Yarbrough’s sister; 1/10, attended a Reidsville Recreation Basketball game; 1/10, attended MLK event on the RPD steps; 1/15, attended MLK event at Elm Grove Church; 1/17, Planning Board Meeting; 1/18, Battle of the Cup (Volleyball); 1/19, Reidsville vs. Morehead basketball game; 1/19, 2-on-2s; 1/19, RDC Retreat; 1/26, Reidsville vs. North Forsyth basketball game; 1/30, Walkertown vs. Reidsville basketball game; 1/31, Madison vs. Reidsville basketball game; 2/1, Black History Living Wax Museum - Students of the New Reidsville Housing Authority; 2/6, Reidsville vs. West Stokes basketball game; 2/7, Chamber Luncheon; 2/8, Kiwanis Club Meeting; 2/9, Reidsville vs. Madison basketball game.

Chamber Report:

Mayor Gorham called upon Chamber President Diane Sawyer to give the Chamber Report. She apologized for not being able to attend last month with all the sicknesses and thanked everyone for the prayers for her father-in-law, who came home today. She said the Chamber annual awards ceremony was so beautiful at the event center at the Penn House, and she has only heard good things about it with no complaints about the parking. etc. The Reidsville Night at the Swarm will be March 22 while the Staff Appreciation Celebration is April 24. A lot of new members have joined the Chamber, she noted.

Ms. Sawyer also reported that Turtle Creek Bakery will have limited hours for their first day tomorrow; March Coffee & Connections will be hosted by Reidsville Orthodontics, 1429 Front Street, from 9-10 a.m.; and the Member of the Month was Sassy Southern Boutique.

Mayor Gorham thanked Ms. Sawyer for all she does.

ANNOUNCEMENT OF BOARD & COMMISSION APPOINTMENTS.

City Clerk Angela G. Stadler announced the following board and commission appointments: Mr. James Motley of 1324 US 29 Business, Reidsville, for the Extraterritorial Jurisdiction seat on the Planning Board, which will be sent to the County Commissioners for approval; and the three recommendations for the Main Street Advisory Board from the Reidsville Downtown Corporation: Ross Apple, Saunders Hardware, 202 Piedmont Street; W.E. “Skeeter” Coates, Coates Collectibles & Antiques, 239 S. Scales Street; and Eric Smith, Amos Welding/Lucky City Brewing, 144 Benton Road. *(A COPY OF THE BALLOTS ARE HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)*

MOVE TO THE FIRST-FLOOR CONFERENCE ROOM FOR A CLOSED SESSION TO DISCUSS A REAL ESTATE MATTER AND PERSONNEL PURSUANT TO NCGS 143-318.11(A)(5) & (6).

Councilmember Scoble made the motion, seconded by Mayor Pro Tem Brown and unanimously approved by Council in a 6-0 vote, to go into closed session under NCGS 143-318.11(a)(5) and (6) for real estate and personnel.

Mayor Gorham informed the public that there were no plans to return to Council Chambers. He asked everyone to have safe travels home.

MOTION TO ADJOURN.

Mayor Pro Tem Brown made the motion, seconded by Councilman Coates and unanimously approved by Council in a 6-0 vote, to adjourn at approximately 7:40 p.m.

Donald L. Gorham, Mayor

ATTEST:

Angela G. Stadler, CMC/NCCMC, City Clerk

**MINUTES OF THE 2024 RETREAT
OF THE REIDSVILLE CITY COUNCIL
HELD FEBRUARY 15-16, 2024
THE CARRIAGE HOUSE AT THE PENN HOUSE
First Day of Two-Day Retreat**

CITY COUNCIL MEMBERS PRESENT:

Mayor Donald L. Gorham
Mayor Pro Tem Harry L. Brown
Councilman Shannon Coates
Councilwoman Barbara J. DeJournette
(attended via Zoom)
Councilman William Martin
Councilmember Terresia Scoble

COUNCIL MEMBERS ABSENT:

Councilman William Hairston

CITY STAFF PRESENT:

Summer Woodard, City Manager
Angela G. Stadler, City Clerk
Haywood Cloud Jr., Assistant City Manager of
Community Services
Josh Beck, Public Works Director
Josh Farmer, Fire Chief
Ray Gibson, Police Chief
Leigh Anne Bassinger, HR Director
Shirrell Williams, IT Director
Mac Williams, Interim Economic Development
Director
Jason Hardin, Planning & Community
Development Director

CALL TO ORDER

Mayor Gorham called the meeting to order and turned the discussion over to City Manager Summer Woodard. She reviewed the guidelines for today's meeting. *(A COPY OF THE GUIDELINES ARE HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)*

AUDIT/SPECIAL PROJECTS:

FISCAL YEAR 2023-2024 AUDIT & FINANCIAL OVERVIEW

In the absence of Assistant City Manager/Finance Director Chris Phillips, City Manager Summer Woodard briefly reviewed the provided PowerPoint Presentation. *(A COPY OF THE POWERPOINT IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)* Among the items the City Manager pointed out:

- Under General Fund Lines of Revenue, she noted that investment revenues are expected to be smaller next year as interest rates continue to go down.
- On the Top Taxpayers listing, #5 is Global Textile Alliance, which has announced a massive layoff. It was also noted that GTA is #10 on the City's Top Utility Users.
- While it has grown for the first consecutive year, Sales Tax is declining back to pre-Pandemic levels and most likely will not continue at its unsustainable rate.
- In response to a question, the City Manager said our General Fund expenditures are comparable to other cities with similar-sized operations as is our Fund Balance.
- Asked about ABC Board revenues, it was noted that for the past two years they have been relatively the same except for the first year when the second store was built. Councilmember Scoble added that such revenues typically drop at the beginning of the year.

Update on Unified Development Ordinance.

Assistant City Manager of Community Services Haywood Cloud Jr. reviewed his February 5th memo, which follows:

MEMORANDUM

To: Summer Woodard
From: Haywood Cloud, Jr., Assistant City Manager of Community Services
Date: 2/5/2024
Re: Unified Development Ordinance Update

This is an update on the status of the City of Reidsville developing a current Unified Development Ordinance (UDO). I am pleased to say that over the last year, staff has done the proper research and has chosen Code Wright Planners, LLC. to develop and write our UDO. They were procured by a request for proposal and subsequently chosen by staff. As we stated over a year ago, in order for us to remain competitive in the development market, the city must be proactive and take the necessary steps to make sure that our ordinances are updated and reflect current industry standards.

2 | February 15-16, 2024

A Unified Development Ordinance is a document in which traditional zoning and subdivision regulations are combined with other desired city regulations, such as design guidelines and water management, into a single document that serves as a policy instrument.

As you know, we have been discussing going through the process of developing UDO for the City of Reidsville. Reidsville's zoning and subdivision ordinances were last updated and adopted in 1986 and 1989 respectively and need updates. In the absence of an overall update, staff has processed a series of text amendments to try and keep pace with current planning practices.

Staff will provide a progress update and next steps in this process at your annual retreat.

Please let me know if you have any questions. - Haywood N. Cloud, Jr. (*END OF MEMO*)

Assistant City Manager Cloud noted that some of the public meetings have been held. It was noted that the Council will hold a special meeting on the UDO from 2-4 p.m. on Wednesday, March 6, 2024. Councilman Martin asked how these meetings are advertised, and Planning & Community Development Director Jason Hardin explained the process used. He discussed how the Planning Board is acting as a standing committee with Chad Meadows of CodeWright providing the board with 2-3 articles per meeting for them to consider. Once the entire UDO has been compiled, the Planning Board will review and submit a formal recommendation to Council, Hardin stated.

Hardin also discussed what Council could expect from their Special Meeting in March, noting that the consultant would be expecting to get direction from Council. City Manager Woodard asked the Planning & Community Development Director to provide a possible example. He cited as a potential topic something like pool halls in Reidsville. Councilman Martin expressed an interest in whether staff could be given the authority to apply their discretion on certain things instead of requiring the issue to go before Council, such as approval of a text amendment, for example. The Councilman talked of the need to shorten the time necessary to give people an answer in some situations. Cloud said there are some situations now where staff can provide answers but, in some other situations, a text amendment is needed.

Hardin gave some history of what a Unified Development Ordinance is, combining the three documents (Zoning Ordinance, Subdivision Ordinance and Flood Plain Ordinance). He briefly explained the differences between the three. Councilman Martin asked how does CodeWright come up with some of its recommendations and does it look at other towns? Hardin outlined the consultant's qualifications.

Hardin stressed that the UDO will not be a short document. He noted that defined ordinances help protect the City legally, by giving definitions of what things are, citing boardinghouses as

an example. He said, in his opinion, it is better to have legal fights over the ordinances themselves than over the interpretations of ordinances that are too vague.

Councilmember Scoble asked how are changes made to the UDO once it is completed? Staff replied that changes are done by text amendments. Hardin said it could be that text amendments must be done by staff applying for them because we don't want to derail the ordinances just created as part of the UDO and want to be able to protect our investment. Councilman Martin said it is not always "one shoe size fits all". The Planning & Community Development Director briefly discussed the possibility of alternative methods, which could be approved by staff if they meet the intent of the ordinance. He stressed that staff does not have that ability in the current ordinances.

PRESENTATION ON CIP PLAN.

In the agenda packets was the following February 5th memo from Public Works Director Josh Beck:

MEMORANDUM

TO: Summer Woodard, City Manager
FROM: Josh Beck, Public Works Director
RE: Capital Improvement Plan Update
DATE: February 5, 2024

At last year's retreat, we presented on the need for a City-wide Capital Improvement Plan (CIP). Since then, staff have issued an RFQ, evaluated the responses to that posting and recommended McGill Associates to City Council in August 2023. After awarding them with the project, we have met with numerous McGill staff members on several occasions and have provided extensive data to them including GIS files, work order logs, financial records, and Asset, Inventory, and Assessment (AIA) reports for their evaluation. While this plan is not finalized at this time, we felt that the financial modeling was far enough along that McGill could share their current progress and make some initial recommendations for City Council's consideration. This also gives Council the opportunity to provide feedback so that those comments can be incorporated into the final results. Doug Chapman & RJ Mozeley with McGill Associates will present at the retreat with their findings and recommendations. *(END OF MEMO) (ALSO INCLUDED WITH THIS MEMO WAS A TECHNICAL MEMORANDUM FROM MCGILL ASSOCIATES DATED FEBRUARY 5TH CALLED "WATER/SEWER CIP AND FINANCIAL ANALYSIS", WHICH IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)*

City Manager Woodard prefaced this Capital Improvements Plan discussion by noting that there might be some scary numbers, etc. included in this presentation. Public Works Director Josh

Beck followed, pointing out that Slide #13 of the Finance Director's presentation shows a deficit on the water and sewer side. One of the reasons, he cited, was rising costs like that of chlorine, which has tripled in the last five years. Beck stressed that these numbers are not about an expansion of our system but are truly figured to maintain and replace some of the existing equipment, which is at the end of its life.

Beck then turned the discussion over to McGill Associates' Doug Chapman and R.J. Mozeley, who went through the PowerPoint presentation. *(A COPY OF THE POWERPOINT IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)* Mr. Chapman explained that they are working on where the City should be headed, but they are not finished yet with the CIP. The City of Reidsville has two separate funds, the Water & Sewer Enterprise Funds, he noted. Mr. Mozeley noted that these funds are separate from the General Fund and were created to be self-supporting. Over 6,000 retail and wholesale customers receive water and sewer from the City of Reidsville, and the combined fund value is \$10 million annually, he explained. As he discussed the processes involved, Mr. Mozeley presented the Financial Analysis and the resulting assumptions. For example, they assume 1% of organic growth although this analysis is not looking at the expansion of the system, he continued. Reidsville, like others across the State, are seeing rising expenses. He cited rising electricity costs as one such expense. Mr. Mozeley explained that the Fund Balance should be adequate to cover any emergencies with the system, but he said how long would the City be able to operate is a question.

Capital Improvement Planning is the single most influential way you can impact your utility systems, Mr. Mozeley continued. He said projects don't make it onto the list unless they fit into one of four categories: viability; efficiency; regulatory needs; and growth mindset. He said regulatory needs are built into the Reidsville CIP and that growth is also not included in this plan. Mr. Chapman explained that the Bulk Nutrient Removal (BNR) project is in there because of regulatory needs, but the City is not expanding capacity but putting in a whole plant generator at the Water Treatment Plant. The Headworks project, he cited, addresses aging equipment, etc. He noted that such projects and CDBG projects are listed on the two slides labeled "Water System CIP" and "Sewer System CIP" because they are a debt incurred by the City.

In reviewing the slide on "Comparison to Neighbors", Mr. Chapman noted that the City's last rate increase was 2019-2020. He noted that the "Finance Model Results" slide is still in the draft stage. He stressed that commodity items change from time to time, and by and large, everything is costing more. He said the City is playing "catch up" on these price changes. As he reviewed the slide, he explained what some of the line items, such as capital and operating expenses, include. Currently it is expected that a significant rate adjustment will be needed, especially on the water side, the consultant said, to cover costs. He referenced the 1.2 operating ratio, the

industry standard, which is something that the City likes to try and attain. However, he noted that such a ratio is a long reach for funds that combined only reach \$10 million.

Mr. Chapman discussed this “snapshot” of year one and said the City will see ebbs and flows because capital ebbs and flows. He said this will look at where the City will be next year and in ten years. He said some of their clients look at this every 3-5 years while others look at it every year. As he talked about the rate adjustment, he noted that a 40% increase may be needed on the water side and 20% on the sewer side, meaning an average of about 30%. For the average customer, they would see their monthly bill increase from \$51.82 to \$67.08, he said.

The next step will most likely be a special meeting of City Council for them to give the Council the firm’s recommendations, Mr. Chapman said.

Councilmember Scoble asked if the CDBG grant projects are included in the revenues? Mr. Chapman said yes, saying they are accounted for in the financial model as grants. He briefly discussed cash vs. financing options.

Councilman Martin asked about the Fund Balances listed on the Financial Model Results slide. Mr. Chapman said again, these are just a snapshot in time, but his company looked at five years of audits and projected the Fund Balances to build up to those amounts (\$4,230,670 in Water and \$5,450,282 in Sewer) for FY 25. He stressed that this is “if” everything held true, based on what is in the Fund Balances now, which he said was \$3.5 million and \$3.75 million. The Councilman expressed some confusion because the information listed didn’t include the current Fund Balance levels. Public Works Director Josh Beck explained that the Fund Balances are mentioned because some projects will be larger than the capital shown on that slide. As an example, Beck discussed the possibility of the City moving from chlorine to bleach at its Water Treatment Plant because we are down to only one chlorine provider. He said that would be a larger project. Fund Balance was discussed further. Mr. Mozeley noted that it is a “balancing act” and that the City can’t borrow for everything. Councilman Martin said that when people see that \$4-\$5 million, they think it’s a lot of money in Fund Balance. Mr. Chapman said of the projected \$67.08 monthly bill, about \$36-\$37 of it is sewer. When the funds are treated separately, the sewer is usually shown to be higher than the water, he added.

Councilman Martin, noting he had asked the City Manager about this, asked the consultants if the City could categorize different industries and give them differing rates? It was noted that there is a graduated scale already, but Mr. Chapman said it sounded like Councilman Martin was talking about surcharges. Public Works Director Beck pointed out though that only a few industries are hit by surcharges. Mr. Chapman said they could look into that. He did note, for

example, that those industries with pre-treatment permits, you typically don't want them to exceed their limits and have to pay the surcharges. The consultant added that it is easier to attract businesses with attractive rates. Councilman Martin indicated the need to have industries that are more desirable for the City than those who may have a negative impact on the City. Mr. Chapman said in some instances, increased surcharges may make sense.

Mayor Gorham called for a 10-minute break.

PRESENTATION OF ECONOMIC DEVELOPMENT STRATEGIC PLAN.

Interim Economic Development Mac Williams with Sanford Holshouser reviewed his PowerPoint presentation on the City of Reidsville Economic Development Strategic Action Plan. *(A COPY OF THE POWERPOINT PRESENTATION AND THE DRAFT PLAN ARE ALSO INCORPORATED AND MADE A PART OF THESE MINUTES.)* He began by stressing that this is an economic development plan, not a City Comprehensive Plan. He reviewed slides, including introducing his firm and providing his personal credentials, and outlining the Engagement and Plan Development Process his company had undertaken for Reidsville. He provided several slides on historical context before reviewing challenges and opportunities. Williams elaborated briefly on some of the challenges listed: a limited industrial product inventory, adding that the graded site at the industrial park has been of interest but once it goes, we don't really have anything else; Downtown CBD and Depot District in need of continued reinvestment/redevelopment, adding that some strategic planning is needed by the private sector; Population/housing growth needed with "Retail follows rooftops", he noted, adding how do we take advantage of Reidsville's proximity to Greensboro and Danville; Community Aesthetics – "Curb appeal", noting that visitors to a community look at it differently than those who see it every day and that investors would ask why should they invest in a community that isn't interested in investing in themselves?; Turfism between the City and County has been an issue in the past but appears not to be as much now, he added.

Williams then reviewed the possible Opportunities, citing the following: possible land options near the industrial park; some unique existing building/spaces available such as the former American Tobacco Plant, cannery plant, etc.; proximity and access to Greensboro; promotion of Lake Reidsville and the City Parks system, which could be marketed for population growth; downtown building stock; land for residential and commercial development, i.e. Barnes Street/I-785 interchange including the former Horse Park property; I-785 designation and Danville casino; and the TEAM REIDSVILLE spirit and inter-agency cooperation, citing as a particular example the "Place Your Bet on Reidsville" held recently among cooperating agencies, including the City.

Williams then reviewed the Recommendations slide:

- Cooperation with Rockingham County EDC regarding industrial recruitment process
- Identify and secure land for future industrial use
- Consider development of speculative industrial building
- Support a more formalized and sustained Business Retention / Expansion program
- Update Downtown (including Depot District) Redevelopment Plan
- Identify, prioritize, and lead efforts on community Quality of Life initiatives

Williams ended his presentation and received the thanks of several Council members for his work.

DISCUSSION ON ECONOMIC DEVELOPMENT DIRECTOR AND CITY MARKETING DIRECTOR POSITIONS.

Manager Woodard had included the following memo about a possible reorganization in Council members' packets:

Date: February 7, 2024
To: Mayor Donald Gorham
City Council Members
From: Summer Woodard, City Manager
Subject: Director of Marketing and Economic Development

The City of Reidsville has been actively recruiting for an Economic Development Director since July, 2023. We have received very few inquiries for this position. Administration interviewed two (2) candidates in Fall, 2023, with an offer being extended to one (1) candidate. However, the City and the candidate could not agree on terms of pay or work schedule.

The City has been contracting with Sanford Holshouser for bridge management services since March, 2023. Sanford Holshouser has also been conducting our search for an Economic Development Director. The size of our City is a deterrent for many applicants. Seasoned applicants are looking for larger municipalities.

The City also has an opening for our City Marketing position. This position oversees our City-wide marketing campaign. This position also has two (2) direct reports. One direct report is the Main Street Manager position and the other is the Penn House Manager position.

I would like to propose combining the Economic Development Director position and the City Marketing Director position into one (1) position, which would be titled Director of Marketing and Economic Development. This position would be a direct report to the City Manager.

I would also like to propose taking the savings from combining these two (2) positions and creating a new position titled "Business Development Manager." This position would report to

the Director of Marketing and Economic Development. The primary purpose of this position would be to assist new and existing businesses with navigating through the business process. For example, if an individual is interested in starting a bakery in the City, their point of contact would be the Business Development Manager. This employee could walk them through a step-by-step process on who they need to speak with and what paperwork or grants would be available to assist their business.

If City Council is in favor of this restructuring and creating a new position titled Business Development Manager, the next step would be for Administration to work with Human Resources and create job descriptions for a Director of Marketing and Economic Development and a job description for a Business Development Manager.

Please see attached a new proposed organizational flow chart. (*END OF MEMO*)

City Manager Woodard then asked Williams to discuss the recruitment done for the Economic Development Director position. He noted that his firm advertised on the platforms of the state and national associations since this past July, as well as in Virginia and a regional organization for the southeastern US. He said those efforts ended in late December/early January after City Marketer Judy Yarbrough passed, and it was decided to possibly reorganize.

Manager Woodard said if the City is looking for a straight Economic Development Director position, it appears we will probably only see people who are either new in their careers or on the verge of retirement. She said she does not think we will get that top, mid-career candidate because in Rockingham County, the County ED Director is the main contact for industrial/commercial prospects. What has been a hindrance to us in the past with such prospects is the lack of a unified front when talking with prospective businesses, the City Manager said. Williams discussed how industrial recruitments are handled in the State in greater detail. In the past, sometimes the State was getting double submittals from both the County and the City, which led them to question who they should be working with, he noted. It also indicated the entities involved were not talking to each other, Woodard said, which Williams agreed was a basis for some of the tension. The City previously had been concerned that the County might not submit Reidsville locations to such prospects, but Williams asserted that it doesn't help County officials not to provide all possible locations. The Economic Development consultant said they are recommending that the County ED official be the initial point of contact in the process.

In advertising the Economic Development Director position, they noted in the advertisement that this position would be complimentary to the County position. Manager Woodard said she felt they made the right decision in doing that because she didn't believe someone would have stayed if they got here and found this out later. She said she felt we have a good relationship right now with the County, and the County ED Director has been doing a lot of industrial efforts. She also

said she didn't feel like under this structure that the City ED Director was a full-time job and said she felt there could be better saving of taxpayer dollars through this restructure.

Manager Woodard then reviewed her organizational chart, which follows:



Manager Woodard said she would propose that we take the savings realized by merging the Marketing Director and Economic Development Director positions and create a Business Development Manager position. This person would be the one point of contact for anyone looking to open a business, the City Manager explained, and would walk potential business owners through the process instead of having to send people to various City staff. This position could also help business owners by alerting them to grant opportunities as well, she added.

Mayor Gorham said that, like the Uniform Development Ordinance (UDO), it puts it all in one good package and helps walk people through the process. Councilmember Scoble agreed, saying that she likes the position would help all of Reidsville, not just the downtown businesses.

Councilmember Martin asked who would be working with Leigh Cockram in the County? Staff said it would be the Marketing & Economic Development Director position. He questioned if the starting salary should be raised. In terms of succession planning, Manager Woodard said this Business Development Manager position might be a good stepping stone into the Director of

Marketing & ED position, which in turn, could progress into an Assistant City Manager position one day, etc.

As discussion ensued about the new position, etc., Manager Woodard said she didn't want to go too far down the rabbit hole about the position at this point but wanted to make sure that Council was in consensus for her to continue working with Human Resources and staff on this reorganization. Councilman Martin thanked the City Manager for putting this thought into it, especially since business owners have to deal with a lot of red tape, etc. Councilman Coates asked what would be the next step? The City Manager said if Council agreed with this direction, staff would get together a job description, etc. and present it to Council again at some two-on-twos and then, perhaps, the March meeting.

It was the consensus of Council for staff to continue working on this restructuring.

Mac Williams added that this change would not require any amendment to the Economic Development Strategic Plan.

UPDATE AND DISCUSSION ON SPLASH PAD.

Public Works Director Josh Beck came forward to give Council an update on construction of the new splashpad at lower Jaycee Park as outlined in the following memo:

MEMORANDUM

TO: Summer Woodard, City Manager
FROM: Josh Beck, Public Works Director
RE: Lower Jaycee Park Splashpad Project
DATE: January 26, 2024

The splashpad originally had a completion date of December 27, 2023. At our most recent construction meeting this week, a new project schedule was provided pushing the completion date out to March 11, 2024. These delays are a combination of many factors including some change order work due to insufficient coordination between designers, material procurement issues, and subcontractor manpower.

Currently, the plumbers are onsite finalizing the installation of their supply lines and setting fixtures and other bathroom accessories. The locksmith was also recently observed onsite installing all necessary door hardware. While Duke Energy ran primary power to the project just after the New Year, the project has only recently passed the electrical inspection for Duke Energy to energize and provide temporary power. Some larger tasks to complete the project, include MEP completion and inspections, installation

of epoxy flooring and perimeter fencing, final grading, and start-up of both the grinder pump and splashpad equipment. Once these items are all finalized, our architects and engineers can begin their punch list for necessary repairs and touch-ups.

Public Work's Plant Maintenance staff is attending pool certification training to better understand maintenance and repairs of the equipment in February. Quintin and Haywood also recently connected with Paul Moore, Recreation and Parks Director for Davie County, to better understand daily operations. Paul was also instrumental in providing us with local chemical providers to source and properly treat the water.

It should be noted that the splashpad equipment was originally received in December 2022 and early January 2023 but has never been tested. If this project schedule continues to slip and we have any significant start-up issues, it could potentially impact the opening of this facility. *(END OF MEMO)*
(INCORPORATED INTO THESE MINUTES ARE PHOTOS ACCOMPANYING BECK'S MEMO, WHICH HE REFERENCED DURING HIS PRESENTATION.)

During his presentation, Beck noted that the City had received a lot of support in discussions with Davie County, which staff appreciated. He discussed the tasks and equipment left to be completed/installed. Near the end, the construction fencing will be taken down and a 4- to 5-foot metal fence will be installed around the splashpad, the Public Works Director explained. The fencing will be partially open to allow access to six of the eight bathrooms by others utilizing Jaycee Park. He estimates that construction should be completed by the first of March, leaving only the punch list of items to be done. He also discussed the need to test the equipment to ensure there are no leaks, etc. He referenced the accompanying photos to show the status of the facility, including the splashpad itself, the bathrooms, concession stand and manifold system.

Assistant City Manager of Community Services Haywood Cloud Jr. then referenced his memo on operations and procedures, which follows:

MEMORANDUM

To: Summer Woodard
From: Haywood Cloud, Jr., Assistant City Manager of Community Services
Date: 2/5/2024
Re: Splash Pad Update

This memo is to provide you an update on the status of the proposed staffing and plan of operation of our new splash pad. After consulting with multiple people inside and out of the organization, this proposal recommends that the splash pad be staffed by at least two parks and recreation part-time employees during hours of operation. Under this proposal, one staff

12 | February 15-16, 2024

member would be designated as the supervisor, and the other just a standard athletic rover. At least one of the two employees present would need to be a Certified Pool Operator. (CPO) It should be noted that either employee could double as the Supervisor/CPO, or Athletic Rover non-supervisor /CPO. If none of our staff members are able to obtain the certified pool operator certificate, we will seek to secure those services through a private contractor. Below are the proposed staff positions and seasonal budget.

The following staff positions and budget operation represents the yearly cost of a sixty-hour (60) work week for two supervisors (30 hrs. each), and six athletic rovers (10 hrs. each) for fourteen weeks. This should be sufficient to operate the splash pad efficiently.

Also attached is the proposed hours of operation and procedures for the facility.

| <u>Personnel</u> | <u>Hours</u> | <u>Max Salary</u> | <u>Wages</u> | <u>Benefits</u> | <u>Total</u> |
|--------------------------------------------------------|-------------------------------------|-------------------|--------------|-----------------|--------------------|
| PT-Athletic Rover/Supervisor/CPO | 30 (2) | \$13.00 | \$390.00 | \$80.22 | \$940.40 |
| PT-Athletic Rover/CPO | 10 (6) | \$12.00 | \$120.00 | \$9.18 | \$775.08 |
| Total | | | | | \$1,715.52 |
| Weeks of Operation | | | | X 14 | |
| | | | | | \$24,017.28 |
| <u>Other Expenditures</u> | | | | | |
| Permitting | | | | | \$150.00 |
| Service Contractor-CPO | Estimate If Applicable (TBD) | | | | \$12,897.00 |
| Chemical Supplies | | | | | \$1,198.00 |
| Parts/Replacements/Supplies | | | | | \$2,433.00 |
| Maintenance | | | | | \$2,000.00 |
| Concession Stand | | | | | <u>\$1,500.00</u> |
| Expenditure Totals Including | | | | | \$44,195.28 |
| Expenditure Totals Minus Service Contractor | | | | | \$31,298.28 |

Please let me know if you have any questions.

Haywood N. Cloud, Jr. (END OF MEMO)

Also included are the operational procedures suggested for the splashpad, which follow:

City of Reidsville Splash Pad 2024 Season

Daily Entry Fee: TBD (Children and Adults)-Children 12 & under must be accompanied by an adult.

Hours & Time Slots:

Monday – Thursday 10:00 a.m. – 12:00 p.m.
12:30 – 2:30 p.m.
3:00 – 5:00 p.m.
5:30 – 7:30 p.m.

Friday – Saturday 10:00 a.m. – 12:00 p.m. (for exclusive rentals only)
12:30 – 2:30 p.m.
3:00 – 5:00 p.m.
5:30 – 7:30 p.m. (for exclusive rentals only)

Sunday 12:30 – 2:30 p.m.
3:00 – 5:00 p.m. (for exclusive rentals only)

Opening Procedures

- 1) Unlock both entrance/exit gates for Splashpad.
- 2) Place out both sandwich board signs for the day.
- 3) Unlock the code locks on the bathrooms and set to open.
- 4) Go to mechanical room to complete a visual inspection (see procedures).
- 5) Arrange tables and chairs needed for the day. Adjust wind shades at the base and secure them properly.

Closing Procedures

- 1) Lock both entrance/exit gates for Splashpad.
- 2) Take up both sandwich board signs for the night and lay against the brick wall right before going back inside.
- 3) Go to mechanical room to complete a visual inspection (see procedures).
- 4) Take down any umbrellas needed for the day and place them near a meeting room exit door.
- 5) Straighten up and secure tables, chairs and wind shades around the wet area.

Daily Mechanical Room Inspection Procedures

Visual inspections inside the mechanical room should be done periodically throughout each day of operation.

- Check PH and Chlorine levels and see if "Red" alarm light is on (Beck's System).
- Check pressure gauges on the sand filters.
- Check to see if Chlorine is feeding through tubing.
- Check to see if Muratic Acid is feeding through tubing.
- Check for leaks on the floor.

Inclement Weather

Staff should be aware of potential thunderstorm percentages while on duty. It is highly recommended to pull up Weather Channel or AccuWeather radar at the front desk computer and monitor periodically.

PLEASE NOTE: Be vigilant when you know potential rain or storms are approaching as winds usually increase before a storm. **If winds are picking up, quickly go out to the splashpad and lower the picnic umbrellas to avoid damage to umbrellas and avoid any potential injuries to patrons that may be near umbrellas.**

If lighting or thunder are seen/heard, the Splashpad will need to be shutdown. Staff will need to go to the pump room to manually turn off (See Directions in Pump Room).

The State of North Carolina and DHHS dictate that the Splashpad must be closed for a **minimum of 30 minutes from the hearing thunder or seeing lighting. This 30 minutes clock resets with each occurrence.**

Refund Policy-(If Applicable)

Your account will be issued one Splashpad credit to be used at any time during our operating season if inclement weather or operational issues interfere with one or more hours of your time slot. Refunds will not be issued to any individual who received an hour or more of playtime.

Registration Process

2024 Season: max 100 people

For pre-registration: Use Active Net's activities for registration on the correct day and time slot. Make sure all visitors (observers and playing) register. Each of these participants must have an account in Active.

Day of "drop-in": Use Active Net's POS. Make sure that the payer has an account in Active with use and link them to do the sale. Add the correct number of adults and child(ren). Take the correct payment, then click Finish. On each attendance sheet, add the Drop-in's names and add POS to know that is how they registered/pay.

Daily Attendance Sheet

- Go to Reports tab at the top, Under Registration Reports – Click "Activity Attendance Sheet"
- Click "Activity", search correct Splashpad Day then check the checkbox by the correct time-slot.
- Click "Run Report"

Rental Information

Add-on with Facility Rental- (Shelter at Lower Jaycee Park)

Full-time Parks and Recreation staff will approve these rentals and communicate the rental information, see what is available, and create the add-on in Active Net "tentatively".

We allow one add-on per Splashpad time-slot for customers who rent shelter (additional \$75). This guarantees access to the splashpad for up to 30 people.

*Day of Responsibilities: Staff will see the printed "Reservation Master Report" with the notes schedule providing the splashpad access timeslot.

The max number has been changed in active. Daily Attendance Sheet will provide number of spots available that day for pre-registration and POS Drop-ins.

Exclusive Rental

Exclusive Rentals are available for \$200 on Fridays and Saturdays from 10:00 a.m.-12:00 p.m. and 5:30 – 7:30 p.m., Sundays, from 3:00 p.m.- 5 p.m. These rentals can be booked by any staff member as all can see if it is available by the facility name "Splashpad-Exclusive Rental".

*Day of Responsibilities: These rentals are allowed food/drinks in a designated area. Only their guest is allowed in the Splashpad area. *(END OF PROVIDED PROCEDURES)*

Cloud explained that Davie County, which has a splashpad facility about the same size as ours, etc., has been used by staff as a model for our facility. He said he had also discussed staffing with Human Resources, Public Works, etc. HR Director Leigh Anne Bassinger had calculated the salaries used in his memo, he added. The Assistant City Manager said they had looked at Davie County's expenses as well. He said the \$44,195.28 in expenses listed in his memo does not include water and sewer utilities, WIFI, etc., but these can all be added in later. Regarding the Certified Pool Operator, Davie County contracts that out, but we plan to have some of our employees certified as CPOs, Cloud said. He added that if that doesn't work out, we will need to get a private contractor as well.

Cloud told Council that one of the biggest questions is whether or not to charge those using the facility. City Manager Woodard reminded Council that originally, they had wanted not to charge, but she said we have some options. She said we still have rental fees for those wanting to book birthday parties, etc., which could help offset operational costs. For example, private parties could rent the facility exclusively for \$200 for a two-hour period from 10 a.m. until 12 noon and from 5:30-7:30 p.m. on Fridays and Saturdays and from 3-5 p.m. on Sundays. Or, rentals could also be done throughout the week, staff noted. Cloud also explained that there is a 30-minute

cleanup period in between every two hours, which not only provides staff time to cleanup the facility but also clears the facility of people.

Councilman Martin questioned whether exclusive rentals could not be opened up to three families at a time to allow for more revenue, possibly up to \$1,000 to \$1,200. He explained how things were done at the trampoline park in Greensboro. A donation box was also mentioned. The Councilman also asked how much they are making at the concession stand? City Manager Woodard said she is not opposed to dual rentals, etc., but all you are receiving along with the exclusiveness is a picnic table. Beck discussed the covered shelter between the two buildings, which plans had been to provide two picnic tables to a party. Cloud added that there is also the option of using the Jaycee Park shelter as well. Councilman Martin said these areas could be included in the rental as proposed, but another option might be to provide food from the concession area rather than people having to bring in their own food. He stressed that this would not have to be mandatory; however, by including this option of feeding up to a certain number of people, this would increase revenue.

Manager Woodard again said Council initially had been concerned about charging people to use the splashpad. She said there are some facilities that do not charge. Councilmember Scoble expressed concern about others coming from outside the County, which could potentially limit those from inside Reidsville and Rockingham County from using the splashpad. Councilman Martin said he thinks the City of Eden charges a \$1.00 entry fee. He said he felt like people could be allowed in free, but the City could still make money with the rentals. Councilwoman DeJournette asked if more staff would be needed with additional families? Cloud said additional recreational rovers may need to be added. Councilman Martin questioned why more staff people would be needed since they would not need to be catering to the parties there? Councilwoman DeJournette said extra personnel might be needed for crowd control.

City Manager Woodard asked if it was the consensus of Council for staff to look at the following options:

- 1) not charging for entry to the splashpad, making it free to the public;
- 2) not charging for local residents but charging those out-of-county; and
- 3) out-of-county rentals may be higher.

Council agreed by consensus to not charge residents and have staff look both into the logistics involved and into rental options, including rentals for one or more families.

DISCUSSION ON STREET, SIDEWALK AND PARKING LOT CLOSURE REQUESTS.

City Manager Woodard then reviewed her memo dealing with Street, Sidewalk and Parking Lot closure requests, which follows:

Date: February 6, 2024
To: Mayor Donald Gorham
City Council Members
From: Summer Woodard, City Manager
Subject: Policy for Street, Sidewalk, Parking Lot and Parking Space Closures

City Staff has been working for the past year on developing a policy for street, sidewalk, parking lot and parking space closure requests. The City receives several closing requests throughout the year.

It is extremely important that City Council is aware of the various closing requests we receive because the requests impact City staff, equipment, time and resources. The purpose of Streets, Sidewalks, Parking Lots and Parking spaces is to move people and vehicles. Therefore, any time closures occur, there are significant impacts along with legal ramifications to the City of Reidsville and our citizens.

Attached please find a proposed policy that looks at closure requests for City streets, sidewalks, parking lots and parking spaces. This proposed policy also looks at financially charging the applicant requesting the closure. *(END OF MEMO) (A COPY OF THE PROPOSED APPLICATION IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)*

City Manager Woodard stressed that this would not take effect until July 1 and could be discussed in greater detail during 2-on-2s with Council. The biggest change, she said, is charging for these closures, starting with a \$25 application fee. She asked Council to give it some thought, noting that it takes several hours of staff time to review these applications. She pointed out the \$35 an hour pay rate for off-duty police officers, with a minimum of three hours, runs \$105.00 per officer. She said this could dramatically affect the Christmas parade event. Police Chief Ray Gibson noted that such events are continually increasing the department's overtime budget, which is taxing to our taxpayers. Currently his department has already used over two-thirds of its overtime budget, he added, but he stressed that some of this is also due to officers being on sick leave, etc., in addition to event coverage. It was acknowledged that such events are the number one way some of our local nonprofits make money. Councilman Coates asked about the number of officers that might be needed, to which Chief Gibson replied, perhaps 6-7 officers to cover the major intersections.

City Manager Woodard said while such events are a popular concept, she reminded Council that the purpose of roads, etc., is to move traffic, not to put people at a standstill. She said the retreat was an opportunity to introduce this new proposed application for Council approval.

DISCUSSION ON FUNERAL ESCORTS.

Police Chief Ray Gibson then reviewed his memo on funeral escorts, which follows:

M E M O R A N D U M

To: Summer Woodard, City Manager
From: Ray Gibson, Chief of Police
Date: February 5, 2024
Subject: **Funeral Escorts**

In 2023, the Reidsville Police Department provided 205 funeral escorts for the various funeral homes within the City of Reidsville and Rockingham County.

While conducting the Employee Relations Committee meetings, employee surveys and in general conversations with members of the department, I have been asked repeatedly by officers why we continue to provide funeral escorts. Detailed below are pros and cons for you and the City Council to consider regarding police escorts for funeral processions.

PROS

- A benevolent service provided for the community.
- A public relations image and effort to establish and maintain goodwill.

CONS

- A potential liability for the city
 - A google search revealed numerous lawsuits across the nation against funeral homes, police departments, and funeral escort services for collisions arising as a result of a funeral procession.
- Time consuming
 - Each funeral procession takes anywhere from ½ hour to 1 hour to complete. Some require more time. Takes time away from proactive policing.
- Cost Factor
 - At an average of 45 minutes per escort and at a rate for POI, the city spent approximately \$3,675.00 in 2023 to provide escorts for funeral homes. It is rumored that some funeral homes charge families for a funeral escort.
- Business Equality
 - This is a service that is not provided to any other for-profit business in the City of Reidsville.

I have surveyed all law enforcement agencies within Rockingham County. All of the agencies continue to provide funeral escorts at no charge.

Additionally, I completed a survey from the North Carolina Association of Chiefs of Police. There were thirteen (13) agencies across North Carolina that responded. All of the responding agencies still provide funeral escorts with the exception of one (1) agency that provides the service on a limited basis and has a policy defining same.

Please let me know if you have any questions. *(END OF MEMO)*

Chief Gibson admitted he was personally torn on funeral escorts, but some of his officers had asked him about it so he wanted to be able to give them some closure on this issue. Councilmember Scoble agreed that this is a nice gesture, but when you look at the costs, she said the City is a business. Chief Gibson said he has also heard supposedly that at least one funeral home charges for police escort, but that money never comes to his department. Councilman Martin expressed some concerns that if officers are not escorting the funeral procession and someone runs a red light, causing an accident, would we be creating any liability for the City because we are not providing an escort? He also asked if we could charge the funeral homes to recoup some of that money back. The Police Chief said State law allows us not to provide escort so he doesn't think there is any liability if we don't do it. He said he checked with other cities, and of the 13, only one did not provide it. He added that there were certain criteria involved as well. Chief Gibson said the majority of departments are still doing it, and he said he is not aware of any collisions. He also noted that there is no way we can have an officer at every intersection along the route.

Councilman Martin questioned if this was more of a staffing issue? Chief Gibson said most of his officers don't want to do them but, again, he is 50/50 personally on it. Councilman Coates added that there is also a technique to providing escort, including if the procession moves from within the City to the County, etc. The key is keeping the line tight, he asserted. Councilman Martin said if the City were to stop doing funeral escorts, we should expect a public backlash from it. Mayor Pro Tem Brown acknowledged the costs, but he said our citizens are accustomed to the service, agreeing that the Police Department would take a hit on it. He also expressed concerns if there are no escorts and something happens. Councilman Martin briefly shared the Sheriff's funeral escort policy, noting that the escort is abandoned in the case of emergencies. Chief Gibson said he was not sure of any specific policy but he believed his department would also have to abandon the escort if additional manpower was needed elsewhere.

Councilman Martin again asked if this was a staffing issue? Chief Gibson said he just wanted to put the question to rest for his officers. He said he would follow up on the question about funeral homes charging for police escorts. Councilman Martin said that since Chief Gibson is the Police Chief, he felt Council should respect his experience. Although the Chief had acknowledged he was on the fence about this particular issue, the Councilman said he felt Chief Gibson should

decide and give Council the guidance. Mayor Gorham said, having served as a funeral attendant himself, he agreed that there would be a backlash from the community. He agreed with Councilman Coates that there is definitely a correct way to handle a funeral procession. He said he never had any problems and that those in the procession typically followed the guidelines.

City Manager Woodard said it sounded like Chief Gibson had reached out to his peers, and it appears many still provide this public service to their communities. Several Council members did want the Chief to follow up on whether the funeral homes were charging for a police escort. Councilman Martin said there are a lot of variables in this, and it is a tough decision to make. He said he felt as a Council, they should allow staff to make those tough decisions and then support them.

Chief Gibson said the department will probably stick with the present procedures, but he would reach out to the funeral homes. Councilmember Scoble commented that she had more of a problem with people outside of Reidsville and Rockingham County being buried here because it is cheaper.

Mayor Gorham then called for a 15-minute break.

DISCUSSION ON BILINGUAL PAY.

Chief Gibson then reviewed his memo on Police Interpreter Policy (Bilingual Pay), which follows:

M E M O R A N D U M


To: City Manager Summer Woodard
From: Chief of Police Ray Gibson
Date: February 5, 2024
Subject: **Police Interpreter Policy**

In an effort to increase recruitment and retention, I would like to propose a new incentive for our current officers, future officers and members of this department. Often times, we need interpreters for victims or suspects who are challenged with the English language. Having members in the department who are fluent in other languages is a huge benefit for the Reidsville Police Department and the citizens of Reidsville. I would like to offer a pay incentive of \$50.00 per pay period or \$1,300.00 annually for members who pass certification on languages other than English. I have attached a draft policy for you to review and consider.

I have been working closely with Human Resources Director Leigh Anne Bassinger on this proposal. I would like to implement this policy as soon as possible. Funding for the remainder of the 2023/2024 fiscal year will not present a problem to our current budget.

Any consideration will be greatly appreciated. If you have any questions, please do not hesitate to give me a call. (END OF MEMO)

The proposed Police Interpreter Policy follows:

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------|
|  <p style="text-align: center;"> Reidsville Police Department <small>Reidsville, North Carolina 27320</small> DIRECTIVE </p> | Issued Date | DIRECTIVE |
| | ??? | ?? |
| | Revision Date | |
| | Approved by: | |
| | Ray Gibson, Chief of Police | |
| Subject | CALEA Reference | |
| Police Interpreter | Index/Tag | |
| | | |

I. PURPOSE

To establish guidelines for Reidsville Police Department personnel to follow when providing services to, or interacting with, individuals with Limited English Proficiency (LEP) and to establish guidelines for the use of interpreters and translators.

II. POLICY

The Reidsville Police Department will take reasonable steps to provide timely and meaningful access for LEP individuals to the services and benefits it provides. Reidsville Police Department personnel may provide language assistance services to LEP individuals whom they encounter or whenever an LEP individual requests language assistance services. Reidsville Police Department personnel will inform the public that language assistance services are available to LEP individuals when needed.

III. DEFINITIONS

A. Primary Language: An individual's native tongue or the language in which an individual most effectively communicates.

B. Limited English Proficiency: Designates individuals whose primary language is not English and who have an actual or perceived limited ability to read, write, or speak, or understand English.

C. Interpretation: The act of listening to a communication in one language and orally converting it to another language while retaining the same meaning.

D. Translation: The replacement of written text from one language into an equivalent written text in another language.

E. Bilingual: The ability to use two languages proficiently. For Reidsville Police Department employees this means they have successfully completed the foreign language testing procedure, in accordance with the procedure set forth below.

F. Police Interpreter: A police department employee who translates from a non-English language into English on behalf of the police department.

IV. Procedure

A. To become a police interpreter, a Reidsville Police Department employee must be tested by an approved certified language testing center. Language incentive pay of \$1,300.00 annually, paid at a rate of \$50.00 per pay period, is available to all Reidsville Police Department employees who meet the above criteria. The pay incentive is also available for certified sign language interpreters who meet the minimum criteria.

B. Required Testing

1. Reidsville Police Department employees will complete a "Language Incentive-Request for Consideration" form and then submit the form to the Administrative Lieutenant who will administer and proctor testing.

2. Testing will be completed through an approved testing center contracted by the police department and the City of Reidsville Human Resources Director. The test is a listening and speaking test which consists of conversation questions in the target language.

3. Applicants must score within the acceptable range as indicated by the approved testing center. This information will be provided to the applicant prior to the day of testing. The approved level will indicate the following:

A person at this level can successfully handle in-depth conversations in the target language, on a broad range of subjects and at a normal rate of speech. He/She has difficulty understanding some slang or idioms or some advanced grammatical structures, but can figure out what is said by the context of the discussion. He/She may have a noticeable accent and will make grammatical errors, for example with advanced tenses, but the errors will not cause misunderstanding to a native speaker.

4. If an employee fails their initial test, or any test thereafter, the employee will be required to wait 12 months before re-testing.

5. Police interpreters are subject to retesting at any time as directed by the Chief of Police or his designee.

C. Reidsville Police Department Police Interpreter Expectations

1. Police interpreters will respond and assist with interpreting/assistance at the direction of their supervisors.
2. Employees receiving secondary language incentive pay will be required to record their language interpreting/assistance by completing an entry in the Police Interpreter Log.

D. Supervisors of Police Interpreters

Supervisors will be responsible for ensuring that police interpreters respond as needed for interpreting/assisting purposes.

E. Police Interpreter Requirements

1. Police interpreters will be expected to respond to requests for assistance while on-duty, whether that request comes from another officer, victim, witness, tele-communicator, or other member of the public requiring police assistance. Police interpreters may occasionally be requested to assist members of other city departments.
2. Police Interpreters are required to inform their supervisors of any change to their language status.
3. Police Interpreters are expected to assist with communication/translation and not to take over the police action, call for service, investigation, or case report unless otherwise directed by a supervisor, or where necessary due to evolving circumstances.
4. Language services may be expected during non-duty hours on an emergency basis at the discretion of the on-duty supervisor. If an interpreter is not available, requests for language services will be made using the Language Line.
5. The Chief or his designee may allocate police interpreter resources as needed. Accordingly, while not anticipated, police interpreters are subject to assignment based on department needs, including allocation of language resources to under or unrepresented shifts.

**Language Incentive Program
Request for Consideration**

Acknowledgement and Request for Evaluation:

I have read and understand that in order to be considered for language incentive pay as a police interpreter, I must meet the requirements of Directive ??? Police Interpreters. I

24 | February 15-16, 2024

understand the purpose of this program, and the expectations and responsibilities of those participating in the program.

Applicant Name (Printed) Supervisor Name (Printed)

Applicant Signature Supervisor Signature (*END OF POLICY*)

In reviewing his memo, Chief Gibson said he believed the department could accommodate any costs through the end of this fiscal year if the Council approved this new incentive. City Manager Woodard noted that Chief Gibson has included a preliminary policy, which would include the participants logging the activities they do, whether they are called out after hours, etc. Councilman Martin asked about their pay for being called out at night. Chief Gibson explained the officer would get paid time and a half. He added that to qualify, each officer would be tested and would have to meet certain qualifications, showing their proficiency in the language.

Councilmember Scoble asked what other languages are needed? Chief Gibson noted that, in addition to Spanish, they are seeing more instances where the officers may need interpretation for Chinese and other Asian groups. Chief Gibson noted he had reached out to Chapel Hill to check out testing standards, etc. Councilmember Scoble asked Chief if this is a good recruitment tool, to which he responded in the affirmative. Councilman Martin asked about the pay. Chief Gibson said Chapel Hill does \$1700 annually so we are in line with them while other departments do a percentage. Councilman Coates asked if this could be done Citywide? HR Director Leigh Anne Bassinger said yes, but it would start with the Police Department.

After further discussion, it was agreed that staff would bring back a Citywide policy at the Council's March meeting.

Councilmember Scoble said this might also be a marketing tool, etc., to help recruit people from other nationalities. Mayor Gorham said this might help as the schools have seen an influx of migrants, citing Williamsburg Elementary School as an example. Councilman Coates said it makes sense to do this.

DISCUSSION ON ANIMALS AND WEAPONS AT CITY EVENTS.

Human Resources Director Leigh Anne Bassinger with Police Chief Ray Gibson reviewed the following memos on animals and weapons at City events:

Memorandum

To: Summer Woodard, City Manager
From: Leigh Anne Bassinger, Human Resources Director
Ray Gibson, Chief of Police
Date: February 1, 2024
Re: Dogs at Public Events

Several conversations have been held regarding the City of Reidsville's authority to restrict or prohibit dogs at public events. Consultations have been held with the North Carolina League of Municipalities (NCLM), our general liability insurance agent, the University of North Carolina School of Government (UNC SOG), and Smith Rodgers and Aldridge, Attorneys at Law.

There are three essential items to consider before moving forward with banning or restricting dogs at public events in Reidsville.

1. The Americans with Disabilities Act (ADA) provides that persons with a disability be allowed to bring a service animal with them, even to public events. A service animal may be any animal that has been individually trained to assist a person with a disability. The tasks it performs must directly relate to the person's disability. Service animals don't need identification cards or vests, don't have to complete specific training programs, and can be trained by anyone to assist with tasks related to a person's disability. There are no restrictions on the size or breed of service animals.

Under federal law, service animals are allowed to enter and be present in public places. This includes government buildings, businesses, and places that offer services to the public like stores, hotels, theaters, restaurants, and medical facilities. Typically, service animals are allowed anywhere their handler is allowed.

When a person with a service animal enters a business, City-owned building, or public event, and the person using the service animal has a disability, the City or public event sponsor is allowed to ask only two questions:

- Is the animal needed because of a disability?
- What tasks or skills is the animal trained to perform?

The City cannot ask about the person's disability, demand proof of the animal's training, or request that the service animal demonstrate the tasks it has been trained to perform.

2. UNC SOG has a blog post that indicates dogs may be prohibited at public events by City Ordinance. Currently our ordinance does not specifically prohibit dogs at public events. With the ongoing work on the UDO, this may be the appropriate time to update the ordinances to include language prohibiting dogs and other pets at public events. Even with changes to the ordinance, we may still have residents and visitors who claim their dog is a service animal and should therefore be allowed to attend the public event. Samples of such ordinances from the City of Hickory, from Raleigh and from the Town of Cary can be made available upon request.
3. Enforcement of prohibition of animals at public events can be challenging. If the City of Reidsville's ordinance is updated to prohibit dogs from public events, someone will need to be held responsible for enforcing the ordinance. Careful consideration should be given to who will enforce the prohibition. Is it the event sponsor? Or the Reidsville Police Department? Or someone from Code Enforcement?

If animals are to be prohibited at public events, does access to the event need to be limited to only one of two entrances? If we limit the entrances to these events to only a couple of locations, staff will need to be posted at those locations to advise anyone entering the event that animals are prohibited. In addition, we may need to have other staff members at locations where the general public may attempt to enter the event, even if those locations are not marked as entrances. This would result in determine if the City of Reidsville has sufficient staff on duty to monitor residents, visitors and guests as they enter the public event.

Prohibiting dogs at public event is a very complex issue. While there is liability to the City should a dog or other animal in attendance at a public event bite or otherwise harm a resident or visitor, enforcement of a prohibition may be more complex than the return on the effort will provide. We are available to provide any additional information needed on this matter. (END OF MEMO)

As she reviewed her memo regarding dogs at public events, HR Director Bassinger reviewed the three things Council needed to be aware of as stated in her memo: ADA provisions; a possible City ordinance; and how enforcement of such prohibitions can be challenging for staff. She stressed that if a person declares a dog to be a service animal, no documentation, etc. can be required. The only questions that can be asked of the service animal's owner is 1) is the animal needed because of a disability?; and 2) what tasks/skills is the animal trained to perform?

Discussion centered around enforcement-related issues, including appropriate signage at every entranceway to the event and the perception of the public if one dog is not allowed and another dog is. Also mentioned was the possibility of turning off possible visitors to our events because pets are not allowed. Bassinger acknowledged that as a risk manager, she has concerns about an animal biting a child. However, if the City tries to prohibit, the liability issue goes up as we have to decide whether we are in more trouble if we have a policy or not. It is just a slippery slope, she asserted. Mayor Gorham asked if we did not at one time prohibit them? Bassinger said some cities have been successful in prohibiting such animals. She cited as an example the Autumn Leaves Festival in Mt. Airy, but she added that event only had two entrances/exits into the festival so it was easier to manage.

Councilman Martin said again that he felt the City Manager should make these decisions. City Manager Woodard explained that Council, not staff, sets policy for the City. Mayor Gorham asserted that there are more people against animals at such events due to safety concerns. It was noted that for some people, their pets are their children. Manager Woodard commented that she saw an officer tell someone at the FAB Festival that the animal would have to leave, but then there were other animals there as well. Again, she noted it can be a perception issue.

Councilman Martin explained further about his assertion that staff should make these decisions. He said he wants staff's opinion on such issues and what gives them, staff, the most relief.

Councilman Coates said some people may be turned away. Mayor Gorham again stated that there are far more people without dogs at these events so he doesn't feel like we will be destroying events by prohibiting animals.

Further discussion ensued about public perception, etc. Chief Gibson commented that more and more people are also looking for lawsuits these days. Councilman Coates indicated it appears the best way to prohibit pets is to post signage at every single entrance into the event. Several discussed how pets and weapons had been brought to City events last year, such as the Halloween event, etc.

Councilman Martin asked whether signs could be put up but not addressed by staff? City Manager Woodard said staff could do more legal research, but she stressed that we don't want to put the Police Department in an awkward situation. Councilman Martin said we can ask people to abide by the signs and any animals must be a service dog. Mayor Pro Tem Brown said he believes the Police Department has more to do than enforce this.

Councilman Martin likened it to the situation of No Parking signs on South Park Drive where staff had told residents there that they would not be ticketed. Mayor Gorham said that was because staff is continuing to look into it. The Councilman said it seemed to be a similar concept. Mayor Gorham said it was different in that a pit bull could possibly bite someone. Councilman Martin suggested the problem could be cut down somewhat with signage.

Mayor Gorham suggested Council hold 2-on-2s on this issue as well. Councilman Martin said he would like to know if the City puts up such signs, are we liable if we ignore the signs and don't enforce them? Chief Gibson said he will follow up on some of these liability questions, including what happens if a police officer tells someone their animal is not allowed and the person keeps walking.

Bassinger then briefly touched on open carry of firearms at City-sponsored events as outlined in the following memo:

Memorandum

To: Summer Woodard, City Manager
From: Leigh Anne Bassinger, Director of Human Resources
Ray Gibson, Police Chief
Date: February 5, 2024
Re: Openly Carrying Firearms at City-Sponsored Events

The issue as to whether or not the City of Reidsville can prohibit citizens, residents and visitors from openly carrying a firearm in public is a complex issue. Both Federal and North Carolina State Law support the rights of the individual to own and openly carry a firearm in many public places. There is a sizable library of case history where courts have continued to protect the rights of a citizen to openly carry in public.

There are some very specific provisions under North Carolina law regarding where and how a municipal government may "by ordinance regulate, restrict, or prohibit the discharge of firearms at any time or place within the city except when used in defense of person or property or pursuant to lawful directions of law-enforcement officers, and [to] regulate the display of firearms on the streets, sidewalks, alleys, or other public property." NC GS 160A-189.

Under the Constitution of the State of North Carolina, a number of state laws limit the scope of the right to open carry, such as:

- the ban on guns on school grounds, G.S. 14-269.2,
- the ban on guns in “any assembly where a fee has been charged for admission . . . or into any establishment in which alcoholic beverages are sold and consumed,” G.S. 14-269.3,
- the ban on guns in courthouses and certain state buildings, G.S. 14-269.4,
- and the ban on guns at parades and demonstrations, G.S. 14-277.2.

After consultation with the North Carolina League of Municipalities, the UNC School of Government, the Piedmont Triad Regional Council of Governments, and Smith Rogers Aldridge PLLC, it is our recommendation that we:

1. Regulate the display of firearms in “public owned buildings, on the grounds or parking areas of those buildings, or in public parks or recreation area,” pursuant to GS 14-409.40(f). We are already doing this, and appropriate signage is visible at all of our buildings, parks and recreation areas.
2. Prohibit the display of firearms on public roads, sidewalks and other public property, pursuant to GS 160A-189. This is something we should include in the current work being managed under the revisions to our UDO.

While we don’t like the appearance of our residents openly carrying a firearm at a City-sponsored event, without changes to the existing ordinance, and a willingness to fairly and consistently apply the consequences of violation, we are in a position that we will need to continue to allow open carry. If you have any additional questions or concerns, we will be happy to address them. *(END OF MEMO)*

Bassinger reviewed the two recommendations cited in the memo. She noted that the first regarding the display of firearms in public buildings and/or parking areas and in public parks/recreation areas is already being done with appropriate signage. Another recommendation is to prohibit open carry as part of the Unified Development Ordinance (UDO) process, she explained. Councilman Martin said this might could be discussed in Council 2-on-2s as well. He noted that he is a huge proponent of the ability to carry weapons but not necessarily open carry.

Recap of Today’s Actions.

City Manager Woodard recapped today’s issues and follow-up:

- Audit completed
- UDO – Special Meeting planned for March 6
- CIP – Discuss again as part of budget process
- ED Strategic Plan – Approval planned for March Council meeting
- Marketing/ED Director Restructuring – Approval in March

- Splashpad – Discuss in 2-on-2 meetings and possibly approve in March
- Street Closing Policy – Discuss in 2-on-2s with approval possibly at April Council meeting
- Funeral Escorts – Leave as is
- Bilingual Pay – Consider Citywide policy in March
- Animals/Weapons at City events – Discuss in 2-on-2 meetings

Councilmember Scoble asked the status of the Sister Cities International process, which Manager Woodard said is now being handled by Emerald Stone and Robin Yount. She also asked for an update on the Lindsey Street house, which was briefly discussed.

Councilman Martin asked that they be given a list of what food will be sold at the concession stand at the Splashpad. He also asked about what would be the seating capacity at the tables there and could a ninth table be added?

The Councilman also said he was aware of someone who is interested in an indoor firing range and whether that would be in the UDO? Staff said they didn't think it was currently a permitted use, but the Councilman could ask the consultant at the special March meeting.

Several Council members expressed their appreciation for staff's work on the retreat. Mayor Gorham blessed the food and asked for a motion to recess until 8 a.m. on Friday, Feb. 16?

Councilmember Scoble made the motion, seconded by Mayor Pro Tem Brown and unanimously approved by Council in a 6-0 vote, to recess until 8 a.m. Friday.

Second Day of Two-Day Retreat

CITY COUNCIL MEMBERS PRESENT:

Mayor Donald L. Gorham
 Mayor Pro Tem Harry L. Brown
 Councilman Shannon Coates
 Councilwoman Barbara J. DeJournette
(attended via Zoom) (left at 11:15 a.m.)
 Councilman William Martin *(left at 12 noon)*
 Councilmember Terresia Scoble

COUNCIL MEMBERS ABSENT:

Councilman William Hairston

CITY STAFF PRESENT:

Summer Woodard, City Manager
Angela G. Stadler, City Clerk
Haywood Cloud Jr., Assistant City Manager of
Community Services
Josh Beck, Public Works Director
Josh Farmer, Fire Chief
Ray Gibson, Police Chief
Leigh Anne Bassingcr, HR Director
Shirrell Williams, IT Director

Mayor Gorham called the recessed meeting back to order at 8:30 a.m. following breakfast from 8-8:30 a.m., and welcomed everyone. He said he hoped to continue and have another successful day like yesterday.

PROPOSED CITY PROJECTS FOR FY 24-25

PROPOSAL FOR DOWNTOWN CONSULTING SERVICES.

City Manager Summer Woodard reviewed her memo, which follows:

Date: February 6, 2024
To: Mayor Donald Gorham
City Council Members
From: Summer Woodard, City Manager
Subject: Downtown Development Consulting Proposal

Administration reached out to Small Town Soul, which is a marketing and business development firm located in Rutherfordton, NC. The owner of this firm is Leniece Lane. Her firm is currently under contract with the City of Reidsville to provide promotional marketing services for the City. Her firm has worked with the City since 2018.

The purpose of soliciting a downtown development consultant is to have a completed inventory of all our buildings and businesses located in our Main Street District. Oftentimes, a business will be more open to talk to a third party instead of someone from local government. The projected cost for this proposal is \$19,000.00 and would be completed within six (6) months.

The attached proposal includes the following:

- Meet with every business and building owner individually.
- Gather feedback about plans for their business and/or building. What's holding them back? What resources or support do they need to move forward? What will motivate them to act?
- Provide a summary of findings from these interviews and present suggestions for next steps.

- Work with the City of Reidsville to develop a strategic plan that can be implemented in the next 1-3 years.
- Assist in reassessment of the roles and responsibilities of the key positions that will be responsible for the implementation of this plan such as Economic Development Director, City Marketer and Main Street Director.
- Consult on other areas and opportunities as requested and identified during this assessment. *(END OF MEMO) (A COPY OF SMALL TOWN SOUL'S PROPOSAL IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)*

During her presentation, Manager Woodard discussed in greater detail the City's working relationship with Leniece Lane of Small Town Soul. She added that Ms. Lane is also heavily involved in the State Main Street program and will be speaking on downtown business development at the upcoming Main Street Conference.

The City Manager, in discussing this proposal, stated that we could send City staff into buildings, but there is legality involved. She said she felt a third party talking to property owners might be better than City staff. While the City already has a downtown inventory for our Municipal Service District (MSD), Manager Woodard said she felt it was lacking and could be better. She added that she believes staff has done what it can, but she thinks it could be better with some outside help. She said she would like to try this approach if Council is interested.

Manager Woodard also referenced a non-residential maintenance code, which was adopted by the Town of Rutherfordton. She stressed that this code, which relies heavily on code enforcement, is a pretty strong approach. The biggest concern, she noted, is that if buildings that are deteriorating continue to do so, they may have to be torn down and leave a hole in our downtown. Again, she said the City has a good inventory list of vacant versus unoccupied buildings. Councilmember Scoble shared that similar efforts had been made in the past but had always been dropped. She cited the RCC Woodworking building as an example of what can be done. The Councilmember asked if there are any buildings that were of concern as possible "holes" in the downtown? Councilman Coates expressed concerns about a building adjacent to Market Square, which has a hole in the roof and is collapsing on the back side. He indicated he was worried it might fall into the Market Square parking lot.

The City Manager provided additional details of the Rutherfordton code, which is complaint driven and businesses have to register whether they are owner-occupied or non-occupied. The registration fee is \$50 annually, she added. Councilman Martin said some of the problems can't be seen from the outside, and the property owners don't want to be forced to spend money on the buildings. Some want them to be empty, he asserted. He questioned if aerial photos could be used to look for such problems with buildings? Chief Gibson, noting the Police Department has three certified drone operators, said one of the rules of certification is you can't take such photos to use against anybody.

City Manager Woodard asked Council if they were open to getting Small Town Soul to do this business inventory? She also read aloud from the Rutherfordton ordinance about the registration

requirement. She said this may be a way to tackle vacant buildings, internally with an administrative search warrant. She said this was just “food for thought”. Fire Chief Josh Farmer talked about fire inspections of downtown buildings. He said his department must make an attempt to do a fire inspection and will leave a door hanger. However, after 10 days without hearing anything back from the property owner, the building is considered “inspected”, he noted.

After further discussion, Councilman Coates suggested that buildings on the east side be added to the proposal. It was suggested that the buildings in the proposed Depot District be added as well. Councilman Martin asked what was considered the Municipal Service District, which the Manager outlined for him by streets. Councilman Coates said he felt we should take an aggressive approach on this, and stating that he has met Ms. Lane, she has a good personality for this project.

Councilman Martin asked if the Council would need to give the City Manager some discretion for this since the price of the proposal could be up to \$30,000 due to the added area. Manager Woodard said she would put it in the budget process and so it would roll out July 1st. Councilmember Scoble said she thought it was a good idea.

Councilman Coates asked if staff could check to see if any downtown businesses are delinquent on their taxes as well? City Manager Woodard reiterated that she felt staff has done as good a job as they can on the inventory, but we are in a “rut” and could use a different perspective. Councilman Martin suggested that Ms. Lane let the property owners know that the City is looking to change some of its processes. While campaigning for Council, several property owners told him they would rather let the buildings sit empty than talk with the City, etc., Councilman Martin said. He talked about things, like the requirement for engineered drawings, which can cost property owners up to \$300,000.

It was the consensus of Council to put the proposal through the budgetary process.

City Manager Woodard said she will email the Rutherfordton ordinance to Council.

DISCUSSION ON UTILITY RATES.

The following memo on Utility Rates was provided in Council members’ budget books:

UTILITY RATES

To: Summer Woodard, City Manager
From: Chris Phillips, Asst. City Manager/Finance Director
Date: 2/5/2024

When discussing utility rates, there are any number of ways to make comparisons. The Environmental Finance Center of the UNC School of Government has created a rates dashboard for residential rates in NC that allows comparisons based on all NC utilities, similar sized systems,

geographically, and other groupings. The information is updated each year in January and is fairly accurate; each government unit is asked to verify their information each year as well.

A comparison that is not a subgroup on the dashboard is by County, although the information is presented for each utility. Below is a chart showing a comparison of the currently reported rates:

| Utility | Fixed Rate | Variable Rate | Gallons of Consumption | | | | | |
|------------|------------|---------------|------------------------|----------|----------|----------|------------------|-----------|
| | | | 0 | 1,000 | 2,000 | 3,000 | 4,000 | 5,000 |
| Reidsville | \$ 29.65 | \$ 7.41 | \$ 29.65 | \$ 37.06 | \$ 44.46 | \$ 51.87 | \$ 59.27 | \$ 66.86 |
| Eden | \$ 24.07 | \$ 11.59 | \$ 25.07 | \$ 37.66 | \$ 50.25 | \$ 62.84 | \$ 75.43 | \$ 88.02 |
| Mayodan | \$ 47.26 | \$ 13.50 | \$ 47.51 | \$ 47.51 | \$ 50.89 | \$ 64.39 | \$ 77.89 | \$ 91.39 |
| Madison* | \$ 28.31 | \$ 13.50 | \$ 28.31 | \$ 41.81 | \$ 55.31 | \$ 68.81 | \$ 82.31 | \$ 95.81 |
| Stoneville | \$ 36.64 | \$ 18.32 | \$ 36.64 | \$ 36.64 | \$ 45.80 | \$ 64.12 | \$ 82.44 | \$ 100.76 |
| Rock Co | \$ 31.00 | \$ 19.65 | \$ 31.00 | \$ 50.65 | \$ 70.30 | \$ 89.95 | \$ 109.60 | \$ 129.25 |

***NOTE: Madison’s rates presented are from their website as the dashboard had not been updated.**

As can be seen in the chart, there is a variety of rates being charged within Rockingham County's utility systems. Reidsville’s fixed monthly rate is forth lowest with only Madison and Eden at less and Reidsville has the lowest variable rate. (It should be noted that Reidsville is the only utility that bills in units rather than 1,000 gallons and the rate presented has been adjusted for comparison purposes.) At zero consumption there are two bills cheaper than Reidsville. Stoneville is cheaper at 1,000 gallons of consumption because they include the first 1,000 gallons in their base rate (as does Mayodan), but once consumption reaches 2,000 gallons, Reidsville has the lowest residential bill in the county. At 4,000 gallons, which is the normal usage for most homes, Reidsville has the lowest rate at \$16.16 behind Eden, the next closest.

With a 20% rate increase, Reidsville would remain the lowest bill once usage reaches 3,000 and with a 30% rate increase, Reidsville would still be the lowest bill at usage of 4,000 gallons and above. The other systems could also be looking at rate increases that are currently unknown as well. For residential impact at 20% rate increase would result in the 4,000 gallon user’s bill increasing by \$11.85 a month, or \$142.25 a year; with a 30% increase those customers would see an increase of \$17.78 a month and \$213.37 a year.

While monthly cost to customers is of concern another factor presented by the rate dashboard is affordability with the utility bill shown as a percentage of median household income (MHI). For Reidsville that calculation at 4,000 gallons is 2.08%. Across the county the rate ranges from a low of 1.81% to a high of 2.96%. A 20% increase in rates would move Reidsville’s affordability percentage to 2.49% and a 30% increase would move it to 2.70%. An industry standard for this calculation is not set because there are many more community factors to consider including access to public assistance. The target number used most often when discussing rates is 2.50%.

The industry standard relating to operating a public utility is a cost recovery operating ratio of 1.20. That means that for every dollar of operating expense, a utility should bring in \$1.20 in revenue. The extra \$.20 will be used for capital and/or debt so that the utility can reinvest in the system. On the rate dashboard, Reidsville at 1.02 and Mayodan at 1.48, were the only two systems in the county to show a positive ratio for the 2022 fiscal year. (The Reidsville ratio dropped to 1.00 for fiscal year 2023.) The other four systems had negative operating ratios as low as .81 an indication that those utilities need to approve rate increases. Holding the operating expenses flat, which is not possible, the rate dashboard shows that Reidsville could reach a ratio of 1.15 with a 20% rate increase and would reach the industry standard of 1.20 with a 30% increase. Knowing that operating costs will rise as well, the ratio would probably be closer to 1.10 with a 20% increase and maybe 1.15 with a 30% increase. Regular small increases that keep pace with normal inflation keep this operating ratio sound.

It is to be expected that Greensboro's rates would be of interest when talking about Reidsville. The Greensboro utility system is so much larger than Reidsville and the other systems in Rockingham County that this comparison does not result in any usable data. Greensboro's residential bills are half of Reidsville's at low consumption and only about 75% of Reidsville's at the 4,000 gallon consumption. Greensboro has a lower variable rate for low user to encourage conservation, a trait found in larger systems. Greensboro also has a 1.06% affordability rate along with a 1.29 operating ratio. These calculations confirm that Greensboro is not a comparable utility. (END OF MEMO)

Due to the absence of Assistant City Manager of Administration/Finance Director Chris Phillips, Manager Woodard asked that a more in-depth utility rates discussion be brought to Council members during 2-on-2 sessions. Councilmember Scoble asked if the rates reflected combined commercial and residential, which the City Manager answered in the affirmative.

Councilman Martin asked when any rate increases would become effective? Manager Woodard explained the rates would be included in this year's budget and with the budget's approval, would take effect July 1, 2024. He asked about whether McGill's work would be included, and she said staff should have the engineering firm's report next month. Public Works Director Josh Beck noted that among the firm's recommendations will be system development fees, etc. He added that the chart provided by McGill includes some projects, does not include others and includes some that Beck doesn't think are needed.

Discussion centered briefly on rates, including fixed versus variable. Manager Woodard said the rate dashboard that Phillips will share with Council will answer a lot of Council's questions. In response to question from Councilman Martin, she said these increases would be across the board. Public Works Director Beck said, for example, if McGill says we need a 30% increase to maintain our current facilities, etc., we look to City Council on how to make that happen.

Councilmembers expressed concern about raising residents' rates. City Manager Woodard agreed, but she stressed the City cannot operate in the red either. Councilman Martin, noting that

sometimes there is not a “one shoe size that fits all”, asked about increasing rates by levels. He cited as an example, \$10 increase for residents; \$20 increase for businesses; and \$30 increase for industries. Public Works Director Beck noted that industries typically pay a higher variable rate already.

Discussion continued briefly before Council went onto the next item on the agenda.

DISCUSSION ON CITY OF REIDSVILLE PROPERTY REVALUATION.

Council members had been provided the following memo on Property Tax Revaluation:

PROPERTY TAX REVALUATION

To: Summer Woodard, City Manager

From: Chris Phillips, Asst. City Manager/Finance Director

Date: 2/5/2024

2024 is a revaluation year for Rockingham County and in-turn for the City of Reidsville. Per State statute, property values must be updated at least every 8 years. Rockingham County was on a 4-year cycle until 2008 when the planned revaluation was postponed to 8 years, making 2012 a reval year. The next reval was 8 years later in 2020. As everyone is aware, housing prices have grown tremendously since 2020. When the sales to value ratios decrease, in that sale prices are higher than the tax value, the State of will begin to reduce the amount of taxes paid by public utilities. The dropping of this ratio has led to Rockingham County preparing a revaluation for 2025, three years earlier than expected.

A few points to remember during budget planning in a revaluation year:

- A revenue neutral rate has to be published – it does not have to be adopted.
- The revenue neutral calculation considers a natural growth rate.
- Real growth – new construction – can be easily lost in the process.
- Revenue neutral does not mean that everyone’s bill will stay the same.
- Properties will increase or decrease at different percentages.

There are several articles related to revenue neutral rates from the School of Government attached to this memo.

The remainder of this memo is for example purposes only because Rockingham County has not released any detailed information at this time.

The initial “best guess” from the County on the increase in values is 50% to 60%. This is for real estate, not personal property or vehicles. Residential sales have driven the increases in value; so, it is reasonable to assume homes will increase at a rate above the 60% estimate because commercial real estate will be at a lower rate of increase. The chart on the next page takes some of this information into account in giving examples of potential tax rates and the impact on

taxpayers with different home values. Again, this is for informational purposes and is not based on any specific data at this point. (END OF MEMO) (A COPY OF THE ACCOMPANYING TAX RATE EXAMPLES IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)

City Manager Woodard reminded Council members of the brief overview of the revaluation given by the County at a recent Council meeting. She said the County is projecting property values to increase by 50-60%. She added that the City would need to publish a revenue neutral tax rate during a revaluation year. Manager Woodard said the City can't keep 73 cents per \$100 valuation, but she noted that we won't need as much value to get to that tax rate.

It was agreed that this presentation would wait until Assistant City Manager of Administration/Finance Director Chris Phillips could present to Council during 2-on-2s.

PUBLIC SAFETY RADIOS.

Fire Chief Josh Farmer reviewed his memo, which follows:

To: Summer Woodard, City Manager
From: Josh Farmer, Fire Chief
Date: February 1, 2024
Subject: FD & PD Radio Project

We have been informed that a future upgrade to the state 800mhz. Viper radio system will render our mobile and portable radios inoperable effective July 1, 2025. This upgrade will affect all portable and mobile radio units within our Police and Fire Departments.

This system has been a valuable resource among agencies because it addresses inoperability between emergency service agencies throughout all counties in North Carolina. The simplification of the state 800mhz. radio system has allowed all emergency service agencies across the state to communicate with each other on one common radio band.

Although the radio's that are required to operate on the system are expensive, local agencies are not responsible for major maintenance or repair of VIPER infrastructure—the system is maintained by the state. However, users must ensure equipment is compatible when infrastructure changes are made.

Considering this is a very expensive project and a necessity to provide emergency services, Representative Kathy Manning has requested federal funding for this project. Although federal funding is not promised, we have explored other financing options. Motorola is offering a 3, 4 or 5 year term with respective interest rates – 5.12%, 4.94%, 4.80%. Our current radios were purchased through a 15-year USDA loan which included a 10% grant. We will contact the USDA to see if there could be another financing option for these radios.

Attached to this memo, you will find a cost break down for the two different radio options.

Josh Farmer, Fire Chief (*END OF MEMO. See ATTACHMENT BELOW.*)

| Radio Project for FD & PD | | | |
|--------------------------------------|----------------------------|------------------------|---------------------------------------|
| Radio Type & Model | Single or Dual Band | Number of units | Quoted Price (Expires 3/29/24) |
| Portable APX6000 | Single | PD-60 & FD-22 | \$ 979,278.26 |
| Portable APX8000 | Dual | PD-60 & FD-22 | \$ 1,169,823.34 |
| Mobile APX6500 | Single | PD-60 & FD-16 | Included in the quoted prices above. |

- *Mobile Radios are installed/mounted in vehicles/stations.
- *Portable radios are distributed to staff to maintain communication in the field.
- *Single band radios only allow for the VIPER 800 system to be programmed in the radio.
- *Dual band radios allow for the VIPER 800 system & the backup UHF system to be programmed in the radio. (*END OF ATTACHMENT*)

As he reviewed his memo, Chief Farmer pointed out that Reidsville doesn't have to cover maintenance costs because that is handled by the State. The City is responsible for ensuring our equipment is compatible, he stressed, by July 1, 2025. He discussed the financing options as noted in his memo.

The Fire Chief explained that the VIPER system is our main communication platform with 9-1-1 and other agencies. He also discussed single vs. dual band radios. If the current radios were to go down, the City would have to use the Police Department's single-band radios from the 1990s if they are still operational, Chief Farmer noted.

Discussion turned to single band vs. dual band radios and portable versus mobile. Chief Farmer said we could save some money and only utilize the portable radios. Councilmember Scoble said it wasn't a question of saving money but keeping our citizens and staff safe, adding she would go with the dual band radios. The Fire Chief also noted that Motorola has some financing options as well. The current radios, he said, were purchased with a USDA loan, which is scheduled to be paid off in 2025. As financing options were briefly touched on, Chief Farmer stated that they had reached out to Rep. Kathy Manning's office, which is requesting federal funding for this project. He stressed federal funds have not been promised.

Councilman Martin questioned whether grants are received later, could monies paid be reimbursed? City Manager Woodard said that sometimes depends on the grant, but we would need to include something in this year's budget to start the process. Chief Farmer explained that they have been told that the timeline to get the radios could be up to 40 weeks. Again, the City would need to get them purchased and installed by July 1, 2025, he said, which Police Chief Ray

Gibson said is why we would need to start in the FY2024-2025 budget year. Manager Woodard agreed, saying Council would see this project during the upcoming budget process. She said we would pursue funding of some kind and try to order them by July 1, 2024. She said they would continue to explore some possible funding options.

Councilmember Scoble asked if this price includes training? Chief Farmer said some training is included, but it is not extensive. Motorola also offers a seven-year essential service plan, he added. Councilman Coates asked what radios are being used now? Motorola was the reply, and Chief Farmer noted that Motorola designed the VIPER system.

Councilman Martin asked about the status of other systems in Rockingham County? Police Chief Gibson said he thought the City of Eden is in the process of transitioning already, adding that the neighboring city may have used American Rescuc Plan (ARP) funding for this project. The Police Chief stressed that it is scary to have to rely on your cell phones. Councilman Martin said the County had opted not to upgrade its car phones, but the mobiles were not the best quality and did not work well in some structures. Chief Farmer said they are looking at purchasing radios that are compatible to our current radios. Councilman Coates questioned whether we can communicate with the feds? Chief Gibson said he could check into that. There was discussion about the encryption of channels, etc.

SHELTER AT THE ALL-INCLUSIVE PARK.

Public Works Director Josh Beck reviewed his memo on the proposed shelter for the Sky's the Limit All-Inclusive Park, which follows:

MEMORANDUM

TO: Summer Woodard, City Manager
FROM: Josh Beck, Public Works Director
RE: Sky's the Limit Shelter Consideration
DATE: February 5, 2024

Since the grand opening of Sky's The Limit park on June 29, 2023, the utilization of the park has been tremendous. Whether it is raining, extremely cold or hot, residents of Reidsville have continuously used the park and all of its features. Shortly after opening the park, City Hall and Parks & Rec received numerous requests to reserve the park for birthday parties and other gatherings. Due to the utilization of the park, we felt that reserving the park area itself would limit visitation especially on weekends.

Similar to the operations of trampoline parks and other amusement centers, we felt like the best approach was to propose the construction of a shelter outside the park area and allow for reservations of the shelter only. Residents could reserve the shelter area and have their parties adjacent to the park while small children played within eye sight.

Included in this packet is several options for City Council's consideration and feedback. The first option presented is prefabricated shelters. While these options are less expensive and typically faster to construct and complete, the customization options will be limited in comparison to stick built. Pricing options range from \$55,000 to \$80,000 depending on size and design. The custom option presented on page 3 shows a few design features for consideration as well. Staff's thought was to design a shelter that mimics an airplane hangar to tie in the concept of the park's airplane theme. Having the oval shaped roof will likely require a custom roof truss and cost more than the prefab options but give greater flexibility in design options. The designer estimates this option to cost \$158,000 but will greatly depend on overall size and complexity. *(END OF MEMO) (A COPY OF THE PREFABRICATED & CUSTOM SHELTER OPTIONS IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)*

Noting the number of reservation requests the City has been receiving, it was felt the best compromise would be to build the shelter outside the park for rental; thereby, leaving the park open to everyone, Beck said. He discussed the difference between pre-fab shelters, which are usually built off-site and cheaper, and stick-built options, which would allow for customization. Giving Assistant City Manager Chris Phillips credit, the Public Works Director said building the shelter to look like an open airplane hangar was suggested. He said he felt the shelter, which would be best to the right of the airplane, would be a pretty nice addition to the park.

City Manager Woodard said that originally some ARP funding had been designated for the Depot Shelter, but it was decided the bathrooms and shelter would be better utilized at the All-Inclusive Park.

Councilman Martin said he felt the shelter prices were astronomically high. He asked if more than one shelter could be constructed? Beck said it was going to be fairly tight to do more than one shelter, and it might keep the use of various shelter shapes down. Various options with shelters and the number of tables were discussed. The Public Works Director also noted the need to check occupancy rates since you don't want to allow more people for the shelters than would be allowed in the park, etc. He also noted the need for an electrical component other than the structure itself. Mayor Gorham said he had also envisioned that area would be a good one for a possible concert. Councilman Martin pointed out how booked up the shelters are at the lake and suggested two smaller shelters might be a better option than a larger shelter. Councilmember Scoble said that the kids call Sky' the Limit the "blue park" since the ground there is blue.

It was decided that staff would bring back some more formal sketches for Council to review.

HYDRANT COVERAGE.

Public Works Director Josh Beck reviewed his memo on Hydrant Coverage & Water Main Extensions, which follows:

MEMORANDUM

TO: Summer Woodard, City Manager
FROM: Josh Beck, Public Works Director
RE: Hydrant Coverage & Water Main Extensions
DATE: January 29, 2024

Fire Chief Josh Farmer provided Public Works with a list of areas throughout the City that hydrant coverage was inadequate to evaluate for the 2024-2025 Retreat. This list was initially provided after residents on McCoy Road complained to the City about their insurance premiums due to hydrant spacing in the area. With the exception of McCoy Road, the results of our investigation determined that all the locations provided by Chief Farmer were also missing water infrastructure in the area, therefore, setting additional fire hydrants was not possible.

To determine a detailed cost estimate for the 23 roadways would require significant time and effort. For the purposes of this report, we utilized a \$200/LF for 6" water mains and \$250/LF for 12" water mains. Local bid pricing from 2023 resulted in \$85-90/LF for 6" lines and \$120/LF for 12" lines, but these bid prices do not factor in other project costs, including design, taps, erosion control, fittings including hydrants, traffic control, borings and easements, etc.

Also, due to the location of various streets provided, it made more sense to lump several together into a large project for consideration. Please see the notes at the bottom of the cost estimate for more information. If Council has a desire to begin addressing these infrastructure needs, we could ask McGill Associates to consider this as part of their ongoing Capital Improvement Project analysis to spread the cost out. Our recommendation is that Crutchfield Road, Wolf Island Road, and McCoy Road be prioritized if this is the will of Council. Crutchfield and Wolf Island are experiencing issues with their shared wells and have asked the City about possible water in the past. *(END OF MEMO) (A GRAPH OF THE HYDRANT COVERAGE FOR THE CITY IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)*

As he reviewed his memo, Beck said this all started with complaints from the McCoy Road area, where residents said the lack of hydrants affected their insurance coverage. Fire Chief Farmer provided Public Works with a list where hydrant coverage was not adequate so that a cost could be determined. With the exception of McCoy, most of these areas are not due to hydrant issues but a watermain issue, the Public Works Director explained. Twenty-four roadways are without

adequate hydrant coverage, he said. He also referenced the notes on the graph page, adding that some areas show a cluster of smaller streets and that pricing is based on \$200 per linear foot for a six-inch line and \$250 per linear foot for a 12-inch line. Beck stressed that these are “ballpark” figures for what some of these might cost.

Currently on McCoy Road, the hydrants are approximately 1,100 feet apart, but to help the insurance rating, the hydrants need to be 500 feet apart, the Public Works Director continued. The new housing development off McCoy was mentioned, and Beck said the developer would be responsible for providing adequate water coverage there. He said once you get to Liberty Road off of Freeway Drive, they would need to tie into an existing 12-inch line.

Fire Chief Farmer discussed the insurance ratings provided by the NC Office of the Fire Marshal. He talked about how areas used to be able to avoid having a split rating when 85% of the properties had hydrant service, but now a lower split rating is given to areas that do not have an adequate water supply.

Public Works Director Beck said hydrant coverage is very important but so is water pressure. In the Crutchfield Road area, he stated we are running out of options in that situation. He said some of the wells there are having problems and are being abandoned. Councilman Martin noted that there are six homes there that must pay a tap fee to tap onto the water line. He questioned whether those residents could afford to pay the tap fee and asked if the fees could be waived since it has been so long since that area was annexed into the City and never provided water? If not, the Councilman asked if that area could be de-annexed? Beck said he wasn't sure the City should support waiving a tap fee. City Manager Woodard said even if the City gave those residents that option, there are still costs associated with it. The costs were discussed further. Councilman Martin said that, for six houses, the numbers don't make sense. At a cost of \$1.3 million, it will take many years to recoup those costs, the Councilman asserted. He said it would be cheaper for the City to build wells on these properties than to run the water line to Crutchfield.

Councilman Coates said he agreed with prioritizing Crutchfield and McCoy Road areas because they have been without water for years. The Public Works Director said if there is interest in making them all available, that would need to go into the City's CIP plan. Councilman Martin reiterated the possibility of de-annexing the area or putting wells out there. City Manager Woodard said that would still not solve the fire hydrant issue. Again, the Councilman said the numbers just don't make sense. Beck did note that if the water line is constructed, it gives others the ability to annex and tie onto the water line. He said there are some large tracts of land off of US 29 where people could build houses and install septic tanks for example.

The annexation process was briefly discussed, including contiguous and non-contiguous/satellite annexations done by petition, etc.

Councilmember Scoble asked if there had not been some interest by contractors and developers to develop within that area? Public Works Director Beck responded that the County is looking at helping to facilitate some subdivisions but not necessarily annexing them into the City. He noted the utility money the County had recently received from the State. The County is also looking at using those monies for potential growth south on NC 14. Councilman Martin said the County is not looking at such growth in that area of Crutchfield Road. Beck agreed but stated that he was looking at the quadrant overall.

City Manager Woodard noted that there appeared to be consensus for staff to bring back some priorities for Council to consider.

Mayor Gorham called for a break.

MANAGEMENT TEAM ANNUAL REPORTS:

FINANCE.

With the absence of Assistant City Manager of Administration/Finance Director Chris Phillips, City Manager Woodard said she would forgo the review of the Finance report. However, if anyone had any questions, they could get with her and Phillips for additional follow-up, she said. *(A COPY OF THE MID-YEAR 2023-2024 REVIEW, THE SUSTAINABILITY & RESILIENCY PLAN AND MEMORANDUM – ENTERPRISE FUND CAPITAL RESERVE (2023) IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)*

HUMAN RESOURCES.

In providing the Human Resources Department’s report, HR Director Leigh Anne Bassinger reviewed the following:

Human Resources Year in Review 2023

Recruitment

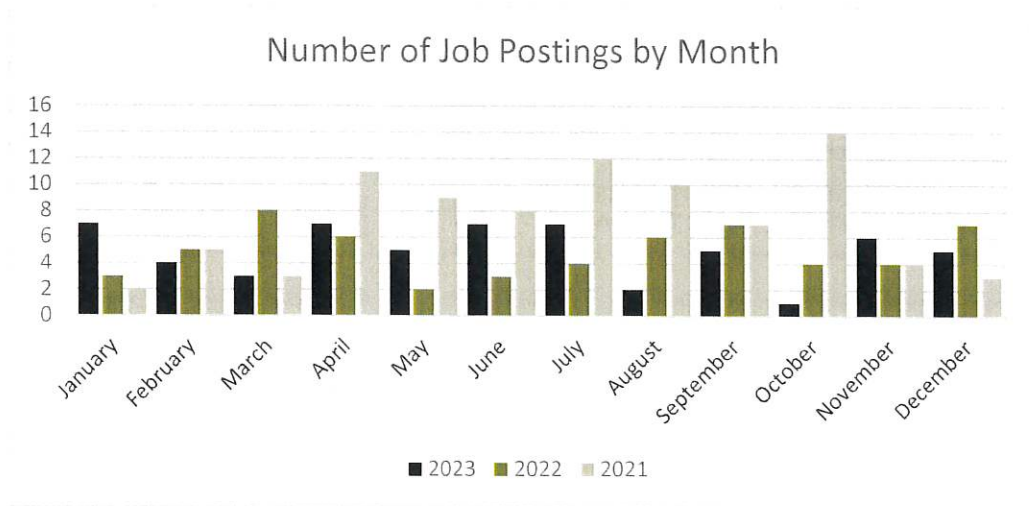
Recruitment has remained difficult as we emerge from the COVID-19 pandemic and the well-publicized “Great Resignation” that occurred in 2021. We have continued to see positions require reposting when the applicant pool was too shallow, or too underqualified. Several positions have even resulted in continuous postings (“open until filled”), meaning applications will be accepted until a qualified candidate is hired.

Traditional recruitment techniques haven't yielded strong results. The three job fairs HR participated in this year (Job Fair at Rockingham Community College, the Chamber of Commerce Business Showcase and an event at NC Works in Wentworth) resulted in very low job seeker attendance. The normal modes of advertising jobs have not resulted in the depth of qualified applicants we have previously experienced. As a result, HR has purchased more advertising for vacant positions than has been required previously. This includes "boosting" a posting on on-line employment websites, paying to post positions on professional organizations websites, and even posting on the new electronic billboard located on Freeway Drive.

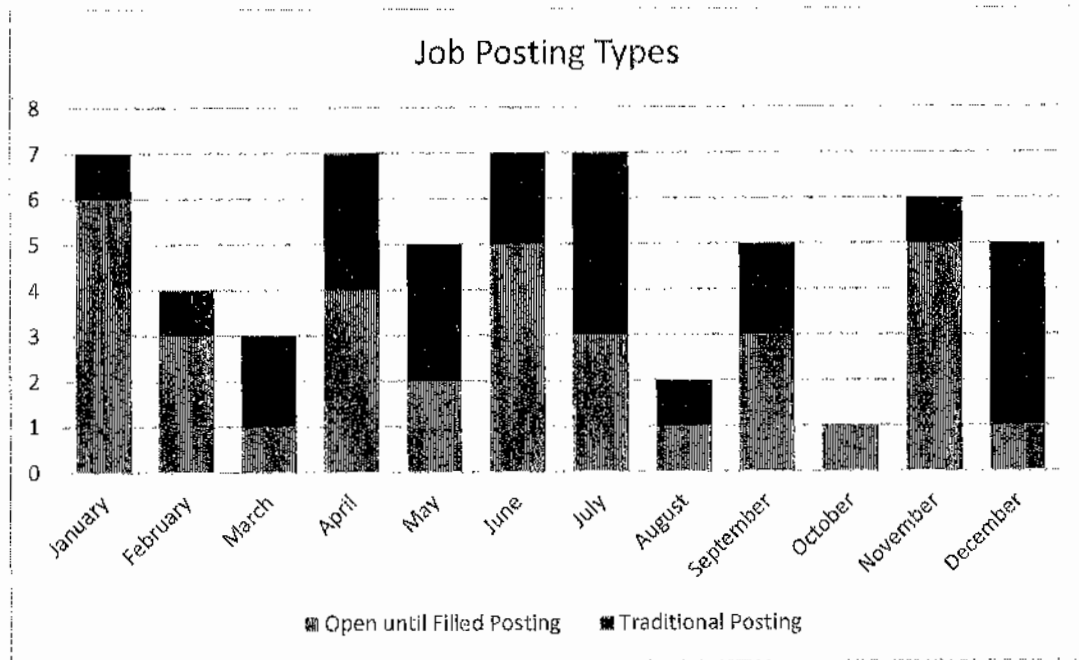
In addition, several key roles with the City of Reidsville became vacant during the calendar year, including the Economic Development Director and the City Marketer. While the EDD position has been vacant for nearly a year, the number of qualified applicants has been dismal. Because of the lack of interest in the position, there has been some discussion recently about reorganizing these positions and rebranding them as something that might result in more interest from possible applicants. More details about these options will be made available in the near future.

The following chart shows the reduction in the number of postings compared to the last year two years. The numbers for 2021 reflect the significant challenges the City of Reidsville faced with turnover during the COVID-19 pandemic. On average, we posted about 5 vacancies per month in both 2022 and 2023, down from an average of 7.5 vacancies in 2021. We are continuing to experience rapid turnover among our youngest employees, as we learn to navigate the challenges of generational diversity in the work place.

The increased hiring in the late spring and early summer is reflective of the hiring for summer programming in Parks and Recreation. We anticipate seeing an even larger spike in those numbers with the opening of the Splash Pad in May 2024. We anticipate we will likely hire 9 – 12 part-time employees and two managers for that facility, with advertising to begin in early April 2024.

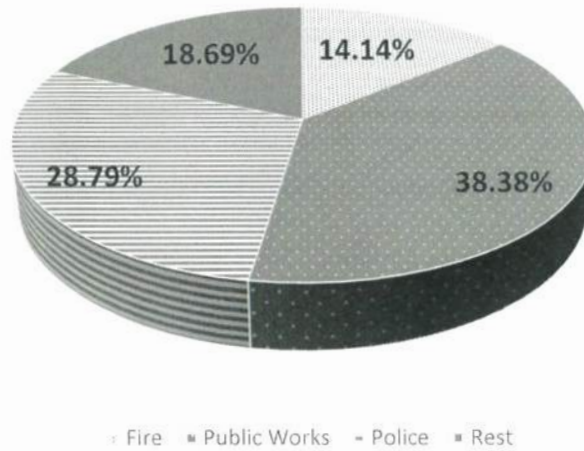


The City continues to feel the need to post some more difficult vacancies for longer periods of time. Historically, we have posted vacancies open for only internal (current City employees) for one week, and externally for two weeks. But with the decrease in the number of applicants, there is more demand to leave a posting open to applicants until an applicant has been offered and position and successfully navigated the post-offer screenings before we close the posting.

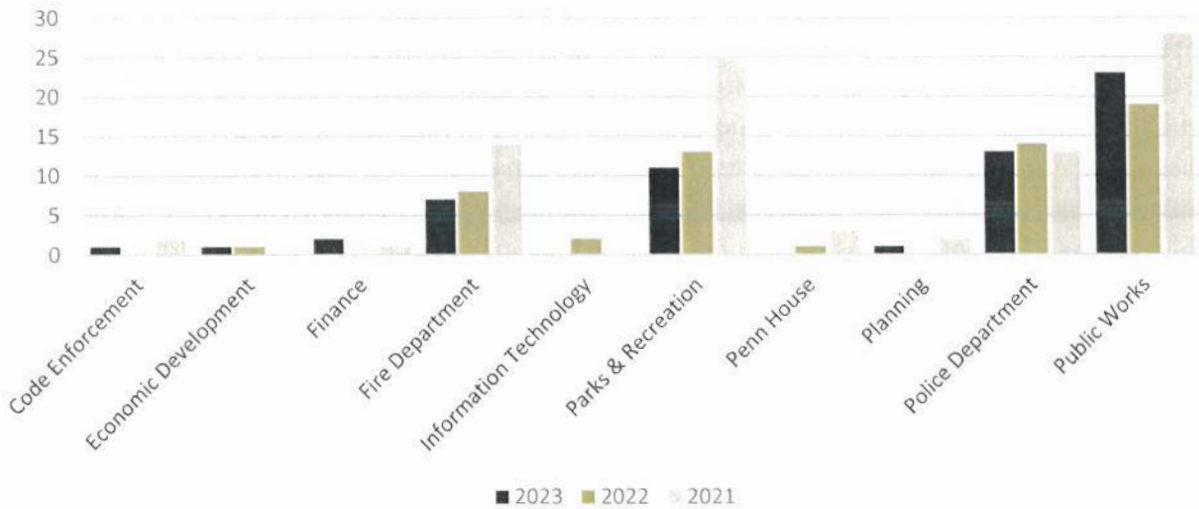


In 2023, a total of fifty-nine vacancies were posted through Human Resources. The chart below shows where the City continues to experience the greatest amount of turnover. Public Works had nearly 40% of the total vacancies posted for the year, with the Police Department having 22% of the vacancies through the year. Parks and Recreation’s job postings represent 19% of the vacancies posted. And the Fire Department’s vacancies represented just under 12% of the total vacancies. The remaining 8% of vacancies were in the remaining departments.

Full-Time Budgeted Positions by Major Departments

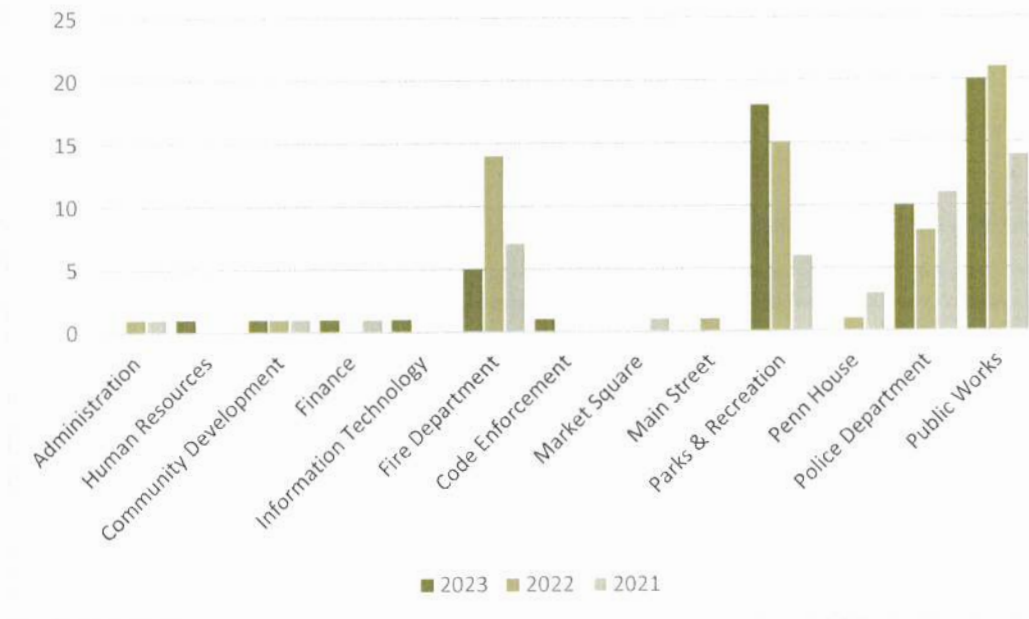


Job Posting by Major Departments



As further evidence that the hiring difficulties of COVID-19 may finally be decreasing, the City of Reidsville has been successful at hiring 58 new employees (41 full-time and 17 part-time) in the current calendar year. The chart below shows the distribution of these new hires.

New Hires by Major Department



Retention

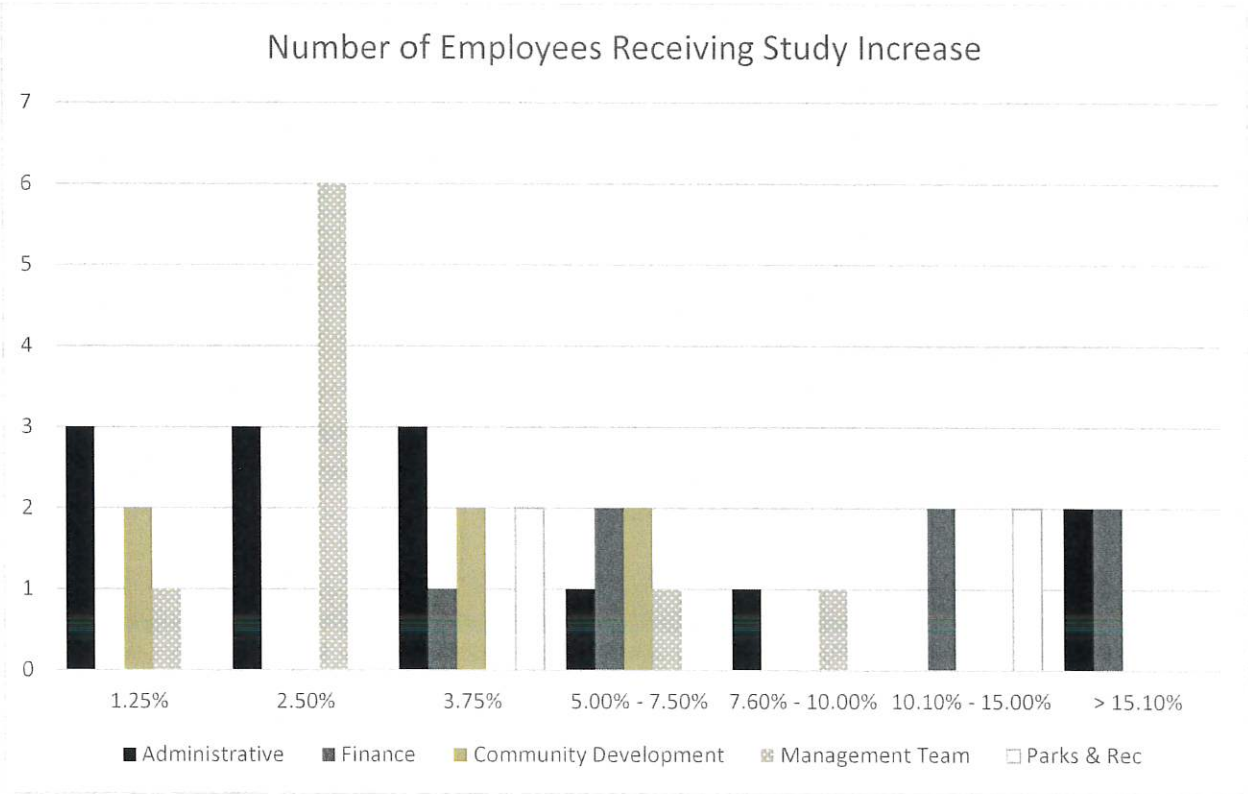
In 2023, the City of Reidsville was recognized as the first municipal government in North Carolina to be certified as Family Forward employer. Among the criteria for certification was a review of our personnel policies, our leave policies and our benefits. The certification should continue to help us retain employees with young families, while also improving our ability to recruit new employees with young families. A media campaign is in the planning phase, with a roll-out of this certification expected to happen in the first quarter of 2024.

After a successful revision of the entire Personnel Policy in 2022, a few additional policies have been created, and will be presented to City Council for review at their February 2024 meeting. Among these were our Paternity and Maternity Leave policies. While this policy has been in place for many years, it had not previously been included in the Personnel Policy. This was an oversight in the revisions that has now been corrected. Minor changes to the wording for better clarification has been added to the sections on Call-Back Pay and Retiree Health Insurance Eligibility. Finally, the Vacation Leave Policy was updated to allow experienced employees from outside the State of North Carolina to be eligible for higher vacation accrual rates to better facilitate recruitment of well qualified applicants from neighboring states.

The most important piece of ongoing retention efforts is the triannual classification and compensation study. The implementation of the 2022 – 2023 Classification and Compensation Study recommendations from the Piedmont Triad Regional Council (PTRC) were implemented in July 2023. This study included employees in the All Other group, including Community Development, Planning, Finance, Information

Technology, Human Resources, City Administration, Parks and Recreation, administrative support positions, and the members of the Management Team.

Pay grade changes ranged from 1 pay grade to 10 pay grades, and with salary increases of between 1.25% and 21.55%. There were also a record number of reclassifications of our employees, where a promotion was included in the classification study, based on the work being performed by these employees.



Currently, the PTRC is evaluating the positions in the Reidsville Police Department group. This includes all of the sworn law enforcement officers, but excludes the civilian employees. The civilian employees were included in the previous year’s study. Below is the timeline for this year’s study:

- 10/09/2023 Questionnaires sent to departments for distribution to employees
- 10/16/2023 Out of Cycle Requests due to Human Resources
- 11/05/2023 Questionnaires returned to Human Resources
- 11/06 – 12/08/2023 Employee Interviews conducted at the Reidsville Police Department; details to follow

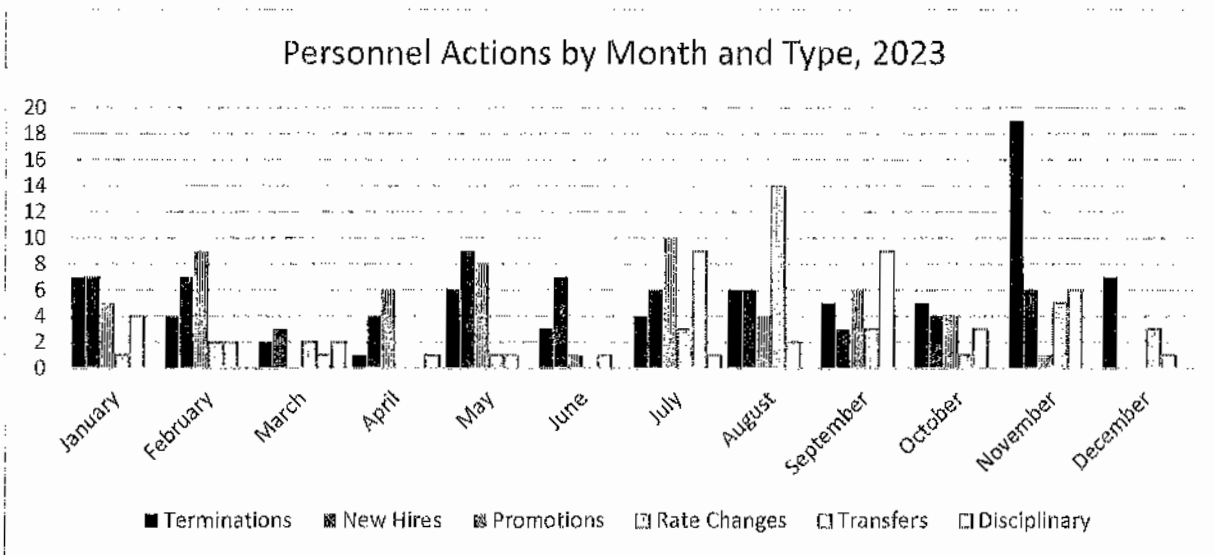
- February 2024 Review recommendations with City Manager & Asst. City Managers and the Director of Human Resources
- March 2024 Department Director meetings held as needed
- 07/01/2024 Implementation of Recommendations, if approved by City Council in the budgeting process

In January 2022, the decision was made as part of the new cycle of classification and compensation studies, the issue of compression would be included. Because we review every position within the City's organization once every three years, and because we are completing the third year of our current cycle, it is logical to include studying the issue of compression using a similar three-year cycle. When the study begins in the late summer of 2023, the Reidsville Police Department will be studied for classification, compensation and compression.

We also provided all full-time employees a 3.00% cost of living increase on July 1, 2023.

Personnel Administration

Payroll processing, while primarily a Finance Department function, is largely supported by Human Resources. HR is responsible for processing deduction changes, pay rate changes, new hires, terminations, retirements, and promotions. The chart below provides an overview of the number and type of personal action notices processed year-to-date for 2023.



We successfully processed our first live payroll out of the new system in January 2023. Following implementation, HR believes we will have a much better, more robust system with better quality data and improved report writing capabilities. HR continues to look for opportunities to improve efficiencies while reducing paper copies of data.

In the third quarter of 2023, in conjunction with the Information Technology team, a new document management system which utilizes workflow and electronic signatures was successfully implemented. This system, DocuSign, allows for digital on-boarding of new employees, as well as an electronic means to circulate personal action notices to a variety of signers. HR is then able to electronically store the completed documents in the employee's digital personal record.

Compliance

The City of Reidsville is currently named in a civil lawsuit, brought by a former employee, who alleges the City violated the employee's First Amendment Rights to free speech. The City's position is that the employee's rights were not violated and that termination was the appropriate action in this situation. The City recently tried to mediate a settlement with the former employee and their attorney, but was unsuccessful. This case is scheduled to be heard in Federal Court in the coming months. Additional information will be provided in the future, when available.

The City's Professional Liability insurance will cover much, if not all, of the cost of this claim, including the City's attorney's fees and any settlement negotiated or ordered. It should be noted that the professional liability insurance does not provide for the coverage attorney's fees for the plaintiff. Should this case be resolved in favor of the plaintiff, the City will be financial responsible for these fees.

Drug and Alcohol Screening

All employees are subject to pre-employment, and reasonable suspicion drug and alcohol screenings. In addition, employees with a commercial driver's license (CDL) which is required and used as a component of their employment with the City, and those in positions that have been deemed "safety-sensitive" are subject to periodic random drug and alcohol screening.

The City of Reidsville contracts with Safe-T-Works in Asheboro, NC to manage our periodic random drug and alcohol screenings. We remain compliant with the United States Department of Transportation regulations to annually test 50% of all of our CDL-holders. We are also in full compliance with all the federal requirements related to the Federal Motor Carrier Safety Administration Drug and Alcohol Clearinghouse.

Training

In 2023, HR provided several key training opportunities to employees. This included the annually required Preventing Sexual Harassment, Grievance Process, and Compliance with the EEOC training offered to all employees. This was the third year of a required three-year training cycle to include information on discrimination and reasonable accommodation in the workplace.

New for this year was mandatory training for all employees related to diversity, equity and inclusion, specifically training "Words Can Hurt." In 2024, an emphasis will be on "When Does Teasing Turn into Bullying in the Workplace." The overall response to this type of focused training has been very positive and the training has equipped employees to recognize the need to embrace and celebrate the diversity of our workforce while encouraging inclusion at all levels of the organization while remaining mindful of

how words and phrases that were previously acceptable to use in the workplace have more ominous roots and should be avoided.

HR also sponsored training related to customer service for all public-facing employees. Through a partnership with Rockingham Community College, all City employees were offered the opportunity to participate in this training. A year-long training module is being developed to provide newly promoted supervisors with the skills they need to be successful in their new leadership role. This training will be a new supervisor boot-camp and will cover 12 different topics, on a month, related to how to be an effective supervisor. There will also be monthly topics on employment law, policies, and procedures.

Surveys

HR continues to respond to several surveys regularly. Among these are responses to the US Department of Labor (quarterly), the North Carolina League of Municipalities (annually), and the Piedmont Triad Regional Council (annually). We also respond to all requests for public information for data that is covered under the Freedom of Information Act. Through our ongoing participation in such surveys, we can determine if our policies, benefits, and rates of pay are competitive with our peers and other municipalities.

In addition to responding to requests for data for external surveys, the HR Department also created to surveys this year for City of Reidsville employees. The first of these surveys was related to the key drivers of the Families Forward certification. This survey allowed employees to suggest modifications or additions to our current policies related to work-life balance and parenting. Overall the results of this survey were extremely positive, with some suggestions for future policy development.

The second survey was focused on the Reidsville Police Department employees. Forty-one employees responded to the survey, with a focus on recruitment and retention efforts. The results of this survey have been shared with the Management Team and with the supervisors in the Police Department. It is anticipated that the results will be shared with the rest of the staff and perhaps even the elected officials in the coming months.

Employee Engagement

Employee engagement continues to be a focus of Human Resources. We recognize that our employees are our most valuable asset and we are evaluating methods to ensure the employees genuinely feel this value while at work. Authentic engagement from leadership is essential to fostering improved employee engagement.

Working with a committee of representatives from all the major departments throughout the City, new and exciting ways to engage employees are being developed. This committee helped plan the major employee recognition event held at Lake Reidsville in May 2023. Over 125 employees, both full-time and part-time, along with their families, attended this day full of fun, games, and prizes. All employees with at least two years of service with the City of Reidsville were recognized with service pins and certificates of appreciation.

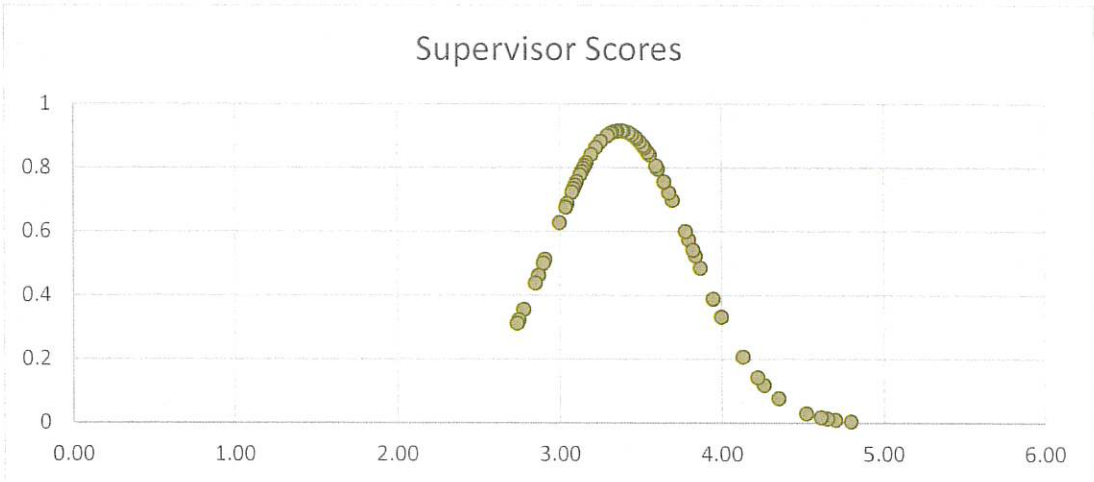
This committee also worked to revise the holiday meal and celebration which was held in early December. This event was moved from an evening program to a luncheon, and included active employees, retirees and elected officials. During this event, two new recognitions were announced. One award was developed for exemplary customer service, known as the Above and Beyond Award. And one for outstanding team work, named the Working Together Award. The committee reviewed over a dozen nominations for these awards before selecting the employee and the team that had best exemplified the nature of the award.

Performance Appraisals

January 2024 saw the second utilization of the new performance appraisal tool introduced in late 2022. This new tool included substantial changes in how employees are graded on their performance. The Personal Policy was modified to require all performance reviews will be due in January of each year. This planning allows for consideration of possible pay-for-performance increases or bonuses as a part of the new fiscal year budgeting process. Included in the new process is the ability of employees to self-evaluate their own performance and to establish their own professional goals for the new year.

Human Resources has compiled and analyzed the first round of reviews and discovered the following information. When comparing the supervisor scores to the employee self-evaluation scores, the difference was only 0.02 points. Employees scored themselves just slightly higher than the supervisors.

The chart below shows the distribution of supervisor scores only.



(END OF MEMO)(A COPY OF THE SALARY AND BENEFITS SUMMARY FOR FULL-TIME EMPLOYEES IS ALSO HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)

Bassinger discussed recruitment efforts post-COVID, including that traditional recruitment efforts are just not working (i.e. job fairs, etc.). She talked of vacancies in key positions, including that of Economic Development Director and Marketing Director, and upcoming key retirements in the Public Works Department. Due to the retirements in Public Works, staff has been looking at restructuring that department to include an Assistant Public Works Director position. She briefly discussed some positive trends where staying power among our employees seems to be getting better. She focused on the challenges experienced in those departments with the highest turnover: Public Works; Police; and Fire.

The HR Director then highlighted activities designed to help with the retention of employees. Among them are changes to the City’s Personnel Policy and the triannual pay & class study, which is getting close to the recommendation stage. She stressed that this pay study looks at entry level salaries. A formal recommendation by Matt Reece of PTRC is expected soon for the Police Department with a July 1, 2024 effective date, she said.

A 3% COLA (Cost-of-Living Adjustment) was given to full-time employees last year, Bassinger added. She continued through her report, citing the following areas: Compliance; Drug & Alcohol Testing; Training; Surveys; and Performance Appraisals, adding that we are in the second year of using the new performance appraisal tool.

The HR Director noted the City’s rich benefits package and touched on her memo regarding the Consumer Price Index, which follows and typically is what the City’s COLA is based upon:

Memorandum

To: Summer Woodard, City Manager
 From: Leigh Anne Bassinger, Director of Human Resources
 Date: January 23, 2024
 Re: Consumer Price Index Memo

The Bureau of Labor Statistics (BLS) have released their Consumer Price Index for 2023. The CPI is a measure of the average change over time in the prices paid by consumers for a variety of consumer goods and services. For all items purchased, this rate in 2023 was 3.4%. Several sub-indices within this measure have risen at a substantially higher rate:

| Categories | 2021 | 2022 | 2023 |
|------------|-------|-------|-------|
| All Items | 7.0% | 6.5% | 3.4% |
| Food | 6.3% | 10.4% | 2.7% |
| Energy | 29.3% | 7.3% | -2.0% |

| | | | |
|---------------|------|------|-------|
| Shelter | 4.1% | 7.5% | 6.2% |
| Medical Care | 2.2% | 4.0% | -0.5% |
| Personal Care | 3.4% | 6.6% | 3.9% |

While the total increase is lower than last year, the cumulative impact is substantially higher. A couple of key categories have shown a decrease recently, but when you look at the overall increase in the cost of these goods, the impact is still substantial compared with the cost of goods and services five years ago.

The bottom line is the cost of nearly everything we purchase, as an organization, is getting more expensive. Additionally, the prices paid by our employees for goods and services are also continuing to increase. *(END OF MEMO)*

Councilman Coates asked about the entry level salaries being looked at during the pay study. After Bassinger reviewed the process briefly, the Councilman expressed concerns about the adjustments between pay levels and how it may affect employees who have been here a while. The HR Director explained that the PTRC (Piedmont Triad Regional Council) is looking at compression issues within the City different from the pay study. She said we expect to get the results of that in March.

Councilman Coates said we need to do something to keep people here. In the Police Department, he said there has been a lack of attendees for the Academy/BLET. He also noted that there was a big turnover of officers when Chief Hassell was here, and replacements were rookies. Bassinger said we are very aware of the experience gap. Councilmember Scoble said we had long talks about that and knew it was happening, but we cannot be somebody that we're not. She said we can't always compete with the money. Councilman Coates, referencing an earlier comment made about losing an officer to Mayodan, said if we can't compete with Mayodan, something is wrong with that. City Manager Woodard agreed that we can't compete with cities like Greensboro, but we should with Mayodan, Eden, etc. She noted it is a consistent pattern, that we trade positions with other municipalities in terms of salaries. Once this pay study's recommendations come out, we will be ahead for a while, she said, until the other cities raise their salaries, etc.

Councilman Coates indicated that part of the problem was when the City stopped providing raises with appraisals. Bassinger said the City has a difficult job with allocating these dollars, faced with finite funding. City Manager Woodard added that this coming year, a rate increase and a revaluation year are added into it as well. Councilman Coates said it is tougher if you don't have employees, adding that younger employees don't look at the job as a career. The HR Director said she respectfully disagreed that, for the younger officers, it is not just about the money. For some of them, a well-maintained fleet and the look of their uniform are important

considerations as well, she stated. City Manager Woodard noted, that of the conferences she has attended, this workforce is totally different. Pay is not in their top 1-2 but maybe 4-5 on the list. For them, they like a flexible work schedule, which is hard to provide in local government, more vacation is sought than 401(k) and a work-life balance, she continued. And, for many, they want their life to fulfill a purpose as opposed to making “x” amount of dollars, she said.

Councilman Martin asked about the City’s investment into employees’ 401(k). Bassinger replied that the City is required to put 5% into police officers’ 401(k) and does the same for other employees. The Councilman questioned whether, with the preliminary numbers staff is seeing, will we be ahead of the others when the pay study is completed? He also said he felt like the City of Greensboro and Guilford County are our competition. City Manager Woodard said she felt like our team has done a great job working on retention and employee engagement efforts, etc. She stressed that the City of Reidsville is not unique in facing such issues. She said it is a whole different ballgame when you look at all employees.

Mayor Gorham stated that it isn’t just the Police Department, noting we are losing firefighters to Browns Summit as well. He said we also have to stay within our means. Councilman Martin said he knows the City has to stay within its means, but he referenced the earlier discussion about shelters at the All-Inclusive Park. He said we are looking at \$150,000 structures when in reality, we could spend less and not go for something so elaborate and experience savings. City Manager Woodard interjected that staff is not going out there looking for elaborate things. She said there are bid processes we have to go through. She said she also trusts the Public Works Director in the items he brings us. She said it is not Council’s job to nickel and dime everything but the City Manager stressed that the Public Works Director did the best job he could in presenting to Council. Councilman Martin said he liked the hangar concept, but it was \$100,000 more than the other options. He said it seemed everyone was gravitating to that main option of the ones presented, but again, it was the most expensive.

City Manager Woodard reminded Council that the shelter would come from American Rescue Plan dollars while monies for employee raises and benefits come out of the General Fund. ARP funding has been a once-in-a-lifetime opportunity for some projects, she stressed. Employees’ raises and benefits are a recurring cost coming out of the General Fund, she said, adding that these are two separate pots of money. Mayor Gorham also noted that the projects funded with ARP monies are those projects designed for everybody. Councilmember Scoble said that these projects help with live, work and play and can hopefully help bring new employees here with their families, etc. She said they have to take all of that into consideration.

Councilman Martin asked about what comes out of the General Fund. He asked about the picnic shelters as an example. City Manager Woodard said staff will take the direction given by Council at the retreat and compile all of this into one document. She briefly explained the budget process.

Bassinger stated that projects are a one-time expense. Employees' salaries and benefits must be funded every year so those costs are compounded each year and must continue to be sustained. Mayor Gorham again stressed that they have to look at everyone and can't focus on just one department like the Police or Parks & Rec.

Discussion centered briefly on performance-based pay. Councilman Coates said we need to keep quality employees here. He asserted that we dug a hole because we only started giving COLAs. He said a new employee comes into Public Works making \$15 an hour but someone working there 20 years only makes \$17 and some change. "That is not acceptable," he said. City Manager Woodard said she does not agree. Compression is a factor as well, she continued. She said staff is trying to be proactive, which is why the City is doing the compression study and has revamped the employee performance appraisal tool.

Councilman Martin asked whether these projects, etc. would be looked at during the budget process? He said he was just trying to catch up on the processes here and anticipating when they could put something in there. Manager Woodard said she gets departmental requests and sees what is needed before she looks at pay raises and COLAs. The Councilman indicated he understands there are certain steps to get to certain places. The first step, the City Manager said, is this retreat.

Councilwoman DeJournette stated staff has been doing an incredible job. She said they looked at prior years of employees' pay, etc., and try to get them what they need now working with the budgets that we have. If funding is available, they keep us informed at all times, she added. Councilman Martin talked of the need to determine where we are now and being able to get up to speed on the processes. He stressed that he is not saying staff is not doing their job. Manager Woodard asked that the new Council members bear with us, this is just the first step. The Councilman said that answers that question, noting this is a learning curve for them. He asked staff not to take questions personally.

INFORMATION TECHNOLOGY.

Information Technology Director Shirrell Williams then reviewed her department's annual report. *(A COPY OF THE IT ANNUAL REPORT IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)* She discussed her opening message, mission

statement/description, strategic direction, recent achievements, ongoing projects and future considerations.

Among the future considerations was digital inclusion access or WIFI in City-owned parks to ensure residents have access to high speed internet connectivity in public spaces. Williams explained that Rep. Kathy Manning’s office was partnering with the Reidsville Area Foundation to get WIFI throughout City-owned parks. This would also need to be advertised once completed, she said. The grant, if we get it, covers the cost for the first two years, the IT Director noted. Manager Woodard said the City would have to pick up the costs later, but it would just be among the services the City offers.

Councilmember Scoble asked Williams how many cameras do we have? The IT Director said she could get the exact number, but she knew it was over 20 cameras at various venues, intersections, etc. of the City. Williams briefly discussed the WIFI and cameras at Market Square in conjunction with the Settle Street Streetscape project before ending her presentation to Council.

PUBLIC WORKS.

Public Works Director Josh Beck then reviewed his annual report, which follows:

Public Works Annual Report – 2024 City Council Retreat

Overview

Public Works consists of the largest accumulation of employees for the City. It also requires a significant amount of large and expensive equipment to continue its daily operations. Public Works is made up of the following divisions: Public Works Administration, Street, Solid Waste, Cemetery, Engineering, Parks and Rec Facilities, Meter Reading, Water Plant, Water Distribution, Wastewater Plant, Sewer Collection, Plants Maintenance, and Fleet Management.

This year, Public Works had several significant retirements with Ricky Fain, Larry Hanks and Ricky French but has successfully filled those positions with internal candidates. While we currently have six vacancies within all of Public Works, recruitment of employees in our water department was noted as a concern in last year’s report and continues to be very challenging not just for Reidsville but also for many municipalities throughout North Carolina.

Some notable projects completed in 2023 include the Sesquicentennial Clocktower at Williams Street and South Scales Street, the Scales Street Streetscape Project, the All-Inclusive Park, SKAT Bus Shelter installations at various locations, and the Pecan Road Stormwater Improvement Project. Many more projects are underway or in various stages of progress. A full list of ongoing projects is located at the end of this report.

Solid Waste (Sanitation)

The primary goal of Solid Waste is to provide a service that is consistent and reliable so that complaints are at a minimum-2% or less. This past year, we recorded 37 valid complaints or an average of roughly 0.01% logged complaints compared to services provided.

At the end of 2023, the department had one Senior Operator retire and another Operator II accept a position outside the City, causing some staffing difficulties. In addition, we've had a Solid Waste Collector out for 7 months for worker's comp injury but recently this employee has returned to work. Luckily, during this timeframe, management granted the department with a temporary full-time position to cover this vacancy and ease this burden. Since the two positions have come available, several employees have been promoted internally, and the department is working steadily to fill vacant positions. This task can be challenging at times since finding qualified candidates with CDLs is difficult.

The department continues to see an increase in bulk and brush pickups year after year. Although there has been an increased demand compounded with staff shortages, the department has kept up with its routes. Solid Waste modified several of the ordinances that address bulk and brush pickup last year and will implement those changes in February 2024. These changes should eliminate some unnecessary workload while maintaining services to residents. The Solid Waste Department will transition to a four-day work week for all employees and has reworked trash, brush, yard waste and bulk routes to accommodate this change. The transition to the four-day work week will begin February 5, 2024 as well. This change also eliminates any confusion for our customers to know which day is their service day for a particular type of pickup.

Scales at the transfer station were installed in early November and are utilized daily. They have been an asset in keeping up with incoming weights of the route trucks as to not overload the tractor trailers. A camera system was installed on one of the bandit trucks and has been utilized several times in resolving issues with trash pickup. Solid Waste plans on requesting additional funding this year to outfit the remaining route trucks with cameras. Solid Waste purchased a new refuse trailer and is expecting delivery mid-February 2024. The department plans to request funding for a bandit for the upcoming budget.

The department also had new roofs installed on the transfer station building, storage building and convenience area building. The convenience area building also had new siding and doors installed. Solid Waste plans to request funding to complete much needed repairs, maintenance and upgrades to the transfer station itself this year.

Brush grinding was completed in August at the yard waste facility. A total of 168 loads or 2,928 cubic yards of wood debris was ground and hauled off site by Timberland Mulch. While onsite, Timberland Mulch also screened the compost material that was in the windrows. This is approximately a third of the 660 tons of leaves that was hauled to the yard waste site with no means of disposal or removal for the extra material. Solid Waste did have a compost giveaway event on October 28, 2023 with a total of 43 loads being given away. The department plans another giveaway event in the spring of 2024. The new front loader arrived in December and is already in operation at the yard waste facility, replacing the 1995 loader onsite. The old loader will be relocated to the garage and await being put up for auction.

Public Services

During the past year, Public Services has continued to recruit new staff to try and fill vacant positions. Slowly, we have trained these newer staff and worked with the City of Eden to obtain their CDLs. Currently, the department has an apprentice position in Streets available and two positions in the water department open. These two positions have been extremely challenging to fill as the work is in many cases unscheduled, very demanding, and performed in less-than-ideal conditions. It should also be noted that both Lindsey Tuttle, Public Services Superintendent, and Gary Lovelace, Street Supervisor, have notified us of their upcoming retirement. Upper management is looking at several possible options due to this.

Over the past year, Public Services has completed several large projects, including the Scales Street Streetscape, the All-inclusive Park, 600 LF of new storm drainage along Pecan Road, 700 LF of storm drainage and new C&G along Mulberry Street, installed new playground mulch at all playgrounds and completed the loose leaf collection for the year.

The Street Department is currently working on the Settle Street Streetscape project. The south side of the roadway is complete and the north side is roughly 50% complete. This project includes removing the existing metal awnings, replacement of curb and gutter, new sidewalks and adjacent driveway, adding brick pavers behind the curb, moving and replacing water meters and cleanouts, adding electric and fiber lines for new lighting, cameras, and Wi-Fi. As part of this project, we also replaced a utility pole at the corner of Main and Settle Street that held the traffic signals for that intersection.

Examples of continuous work performed by the department include flushing all gravity sewer lines, mowing sewer ROWs and road shoulders, repairing broken water lines, pothole repairs, mowing at Greenview Cemetery, maintaining all parks and ball fields at Jaycee Park, water metering reading and cut-offs, meter changeouts, including upgrades to AMR, and maintenance at the City's 18 active pump stations.

The department was approved for a replacement single-axle dump truck and ordered it from White's International in August 2021. Unfortunately, the truck was never built, and the vendor cancelled our order since we weren't agreeable to a price increase of \$31,000. Since then, we have received a quote from Piedmont Ford and processed that order in November 2023. The new vendor has confirmed both a production date and provided a serial number for this order. In the current budget, the department is requesting another single-axle dump truck, a zero-turn mower, leaf machine and snowplow.

Fleet Management (Garage)

The Garage continues to keep up with the daily needs of the City's fleet and is currently searching for a third mechanic that could further minimize some of the needs of outside vendors. Staff have been instrumental in keeping our heavy equipment operational throughout all the projects and loose leaf season to assist in keeping Public Services on schedule. The Garage assisted last year with another smaller list of vehicles to be auctioned and currently they are working with both the Police Department and Public Works to evaluate capital needs. This year, the department is requesting a lift for vehicles between 12,000-15,000 lbs. and funds to replace a collapsed shed that houses its main air compressor.

Engineering

The Engineering Department consist of two positions: City Engineer and Civil Engineer. This department primarily assists citizens and other City departments with issues related to water, sewer, roadways, storm drainage, illicit discharge and petition requests.

Over the past year, this division has designed the north block of the Scales Street Streetscape Project, including overall layout and grading, striping plan and a parking space exhibit. They also completed the design of the north side of Settle Street from Main to Scales Street where Public Services is currently working. Other projects this year include the Jaycee Park tennis court stormwater study, preliminary design for the Laster Pump Station Relocation Project, numerous cost estimates for various water and sewer projects, a sewer petition at 214 Forest Drive and a water issue at 1615 Fairway Drive. Engineering also assisted other Public Works divisions on citywide maps, including the cemetery, new trash and brush routes, city limits, and water/sewer.

Some ongoing projects that the department is working on are: Redundant Water Transmission Line, Laster Pump Station, Forrest Drive Pump Station, Annie Penn Outfall, Winstead Pump Station Capacity and Unidirectional Water Main Flushing. Engineering also annually prepares state submittals, including the Powell Bill Map and associated street list as well as a portion of

the Lake Jordan Stormwater Report with Community Development. As the City continues to see an uptick in developers submitting plans for review and comments, the department will be placed under more pressure to respond accordingly in the allotted timeframes. Some ongoing examples of these projects include: Clark's Preserve Subdivision; Weddington Place Apartments; Reid School Road Traditional Neighborhood Development; Elliott Road sewer evaluation; and parcels near Linville/Sherwood Drive.

Water Treatment Plant

The Water Treatment Plant's mission is to provide effective, efficient, reliable, safe, and aesthetically pleasing water utility services in a manner that shows great regard for our natural resources. During the year, the Water Treatment Plant was able to utilize the new Powdered Activated Carbon system and set stronger water quality parameters to achieve greater results in removing Total Organic Carbons, a medium for disinfection byproducts. Toxicity in the lagoons continues to be an issue although at the time of writing this document, the solution has possibly been found. Staff has installed a new gate valve, new sluice type gates and chosen a new contractor to help aid in sludge removal, which has all helped improve the overall water quality in the lagoons. Documents for state approval have been submitted for the Whole Plant Generator and MCC Replacement Project and a rough estimated construction start date is mid-June 2024.

The plant currently is fully staffed along with the new Lab Supervisor that was approved last year. This position has aided greatly in keeping the lab in compliance, keeping testing completed in a timely manner, and even allowed for better water quality as the Chief Operator and Superintendent can focus more on operations. The Water Treatment Plant/Waste Water Treatment Plant Trainee is currently going to training school and will be taking his water certification test in February.

Chemicals and lab supplies are still a costly item, which are monitored closely for budget purposes. The plant uses chlorine 1-ton cylinders for disinfection. Chlorine in ton cylinders is now only supplied in the area by one vendor, which poses a great threat for continued operations. Chlorine gas is also very dangerous. The Water Treatment Plant is currently working with an engineering firm, Hazen and Sawyer, to get a cost estimate for switching the plant to liquid bleach instead of chlorine gas as most all water plants are doing this for chemical redundancy and employee safety. This cost will be presented at a later date for Council's consideration. The Water Treatment Plant will also be requesting funds to have two of their Raw Water Pumps rebuilt. Once refurbished, the pumps will be restored to their original pumping capacities, which is needed as demand for water continues to increase.

Waste Water Treatment Plant

Mourice Brothers joined the Wastewater Treatment Plant as our new superintendent in April of 2023 following the retirement of Scott Bryan in Fall 2022. Mourice has extensive experience with BNR upgrades and will be a great asset as we move into this significant renovation and upgrade at the plant. The WWTP struggled again this year with compliance during the Spring & Summer months with elevated Carbonaceous Biochemical Oxygen Demand (CBOD). Staff have continued to look into possible contributing factors and worked diligently throughout the year to clean basins and the sand filter system, monitor sand levels and resolve mechanical issues in a timely manner. One of the mechanical issues with the plant was a Return active sludge (RAS) pump not being able to properly return Biomass to help treat some of the incoming Biochemical Oxygen Demand (BOD) concentrations. The pump will ultimately be replaced as part of the BNR project. The sand filter system is currently running at this time with the “new-to-us” controller but has no redundancy like a vast number of other systems onsite. The controller is 33-year-old computer technology, and the replacement of this software system was recommended last year. We will be requesting replacement again this year. If this particular equipment fails, it’s a 24-26 week lead time on equipment.

Both the BNR upgrade and Headworks project were bid out last year. The Headworks project was awarded to J. Cumby back in the summer. Due to the delayed Notice to Proceed, however, the project just began construction several weeks ago. Better screening and filtration of the plant’s influent should assist in protecting pumps and other equipment within the plant. The BNR project was bid twice in 2023. Fortunately, the second bid resulted in a nearly one million-dollar savings. Once funding is secured, we will proceed with the necessary contracts and proceed forward.

In addition to a new Superintendent, the plant has been training several new staff. One trainee passed his Grade 1 Operator certification, and our newest trainee is schedule to attend Operator training shortly.

Upon Mourice’s arrival, one of the key goals assigned to the plant is better utilization of the solids handling. Since the removal of carbon from the influent stream, the results from the screw presses have been minimal with 2-3% solids. After significant jar tests, trial and error, we have found a polymer that has resulted in solids concentrations of 15-17%. We plan to perform a large test run but assuming similar results, we could see significant savings in our Biosolids even after the cost of the polymer.

Active Project List

1. WWTP Headworks Replacement Project – Construction began on January 15, 2023 (see progress photos)
 2. WWTP BNR Project – Waiting on approval from LGC on additional funding needs
 3. WTP Whole Plant Generator & MCC Replacement – Waiting on State approval to bid
 4. Redundant Water Transmission Line Project – Working with consultant on easements
 5. Settle Street Streetscape Project – Under construction
 6. Penn House Addition – Wrapping up punchlist items
 7. Lower Jaycee Splashpad Project – Under construction
 8. Laster Pump Station Relocation Project – Out for bids
 9. Rural Ready – Diesel Drive Project – Under construction
 10. CDBG-I Sewer Rehabilitation Project Phase 2 – In design
 11. Forrest Drive Pump Station Upgrade – In design
 12. Capital Improvement Plan – In design
 13. All-Inclusive Park – Finalizing punchlist
 14. Barnes Street Bridge Water Line Relocation – Under construction
 15. Lead Service Line Inventory – In data collection phase
 16. Annie Penn Outfall Sewer Rehabilitation – Out for Statement of Qualifications
 17. Lawsonville School Plat – Waiting on school board
 18. Penn House Dumpster Pad – waiting on construction to begin
 19. Penn House Overflow Parking Lot – Begin design/layout
 20. Sesquicentennial Time Capsule – Waiting on plaque to finalize project
 21. Automatic Meter Reading – Awaiting additional funding
 22. SKAT Bus Shelter Project – Awaiting completion of Splashpad Project
 23. NCDOT R-5766 (Widening of NC 65/87) – Waiting on NCDOT/design firm
 24. Winstead Pump Station Upgrades & County Water & Sewer Extension – In negotiations
- (END OF MEMO)

(DURING THIS POINT IN THE MEETING, COUNCILWOMAN DEJOURNETTE LEFT FOR A MEDICAL APPOINTMENT AT 11:15 A.M.)

Councilmember Scoble said the merchants on Settle Street are very excited about the streetscape project there. Beck said it is a good visual project.

Following his report, City Manager Woodard noted that questions had arisen regarding unpaved and gravel roads in the City, which will be discussed during the budget process. Beck discussed that we will have a prioritization list. He noted that the residents of Gibbs and Little streets would like to have their street paved, but the City must look at where these paving dollars will

make the most impact, i.e., affect the most houses. He said it is hard to justify spending \$100,000-\$200,000 paving a road that only has three houses on it. We must also look at highly traveled roads as they try to be mindful of making good use of our Powell Bill monies, he stated. Manager Woodard also noted that since we rely on a third party to pave these roads, we have to work with their schedules, etc.

With the upcoming retirements of Gary Lovelace and Lindsey Tuttle, this has led to the City looking at restructuring the Public Works Department. Beck discussed the current structure and also noted how many projects his department is currently involved in. Public Services Superintendent Tuttle also had to oversee a lot of employees, etc. With Tuttle's retirement, Beck said they are looking to create a new Assistant Public Works Director position, which will be able to help him with project management, etc. This person would also be helpful as part of the department's succession planning or when Beck is out of the office, it was noted. The City Manager said they felt this position could be funded with current dollars, etc., instead of adding another position.

Mayor Gorham said he liked that they were looking at using current dollars but looking towards the future. Councilman Martin said we are fortunate to have this experience in the City because it impacts how many projects we can do on our own. He added that the loss of this experience may affect future budgets because we may have to contract some of this work out. Manager Woodard and Councilman Martin both expressed appreciation for the work our Public Works Department has been able to do for the City. She said we will definitely miss that experience once it is gone. Councilman Martin noted that we will probably be paying more for employees and contracting some projects out in the future.

For example, Public Works Director Beck shared that he had been approached by the Town of Oak Ridge on what it would cost them to build an all-inclusive park. Noting for Reidsville the cost was approximately \$500,000-\$600,000, he said he told Oak Ridge officials that the cost for them would probably be \$1 million because of the contract work. The Public Works Director also noted that who knows what the streetscape project would have cost if all of it had to be contracted out.

COMMUNITY SERVICES.

Assistant City Manager Haywood Cloud then reviewed reports from his areas, the first being Community Development as outlined in the following memo:

MEMORANDUM

To: Summer Woodard, City Manager
From: Haywood Cloud, Jr. Assistant City Manager for Community Services
Date: 2/5/2024
Re: Planning & Community Development Department Overview/Update

Per your request for discussion at the 2024 city council retreat, I have provided you with a snapshot update of a couple of current projects for the 2024 fiscal year. In addition, I have also attached a detailed report of the Planning and Community Development departmental activities for 2023.

➤ **Unified Development Ordinance (UDO)**

- Code Wright Planners, LLC procured by RFP to compile ordinances into UDO.
- Planning Board appointed as steering committee for new development code.
- Assessment of current code completed by the consultant.
- First public forum held at December planning board meeting.
- Annotated outline, the framework of the UDO, to be presented at March planning board meeting with a second public forum to be held in April.
- After annotated outline is complete, consultant will begin submitting individual articles. 1-3 articles will be brought before the steering committee at a time for comments depending on length. Process to continue until all articles commented on, desired changes made, and recommendation made by the planning board.
- The UDO will be brought before council for consideration of adoption after planning board recommendation.

➤ **Community Development Block Grant NR – Awarded \$692,828 in 2019.**

- Neighborhood Revitalization Grant for low-income residents.
- Reidsville contracted with Withers Ravenel for grant administration.
- 12 applicants have qualified for rehabilitation based on income.
- The final number of applicants receiving assistance was based on title qualification and amount of funds available. Based on three bids received that have come in over budget, grant funding will accommodate work for 3-4 applicants.
- Received bids on three applicants and bid awards will go to City Council's February 2024 meeting.
- Rehab Specialist Services was provided by Piedmont Triad Regional Council. Contract received after environmental approval by the state.

If you have any questions please let me know.

Haywood Cloud, Jr. (END OF MEMO)

After reviewing report, Assistant City Manager Cloud provided updates on the planned Dirty Laundry Tap House and the brick and mortar building for the Boardwalk Baker before discussing the following 2023 overview provided by the Department of Planning & Community Development:

Department of Planning & Community Development

2023 Overview

(Planning, Zoning, GIS, Building Inspections, Code Enforcement)

- **Nuisance Abatement Response**
 - Calendar Year 2023
 - Community Development Staff responded to 491 complaints during the Calendar Year
 - Four Hundred Thirty (484) were valid complaints or 99%
 - Seven (7) complaints were not valid
 - Nuisance Abatement Costs
 - Total abated for Calendar Year 2023 - 484
 - Property Owners abated - 346
 - City Contractors Abated - 138
 - Parcels in Process - 0
 - Funding for Nuisance Abatement 2023
 - City Funded 138 Abatements between January 1 – December 31, 2023 at a cost of \$18,687.50

 - Average abatement cost per Parcel \$135.00

- **NOTE:** June 4, 2018 City Council amended the Interlocal Agreement with Rockingham County which provides for collection of Municipal Ad Valorem Taxes. The amendment of the Interlocal Agreement requested that in addition to collecting taxes the County would add nuisance abatement fees and demolition costs to the annual tax collection. Therefore, all unpaid nuisance and demolition fees not paid by May 31st of each year are forwarded to the Rockingham County Tax Office for inclusion on the tax invoice.

- **Minimum Housing Violations and Non-Residential Violations**
 - Abatements during Calendar Year 2023
 - No Structures were Demolished by City Contractors
 - No Residential Structures were Demolished by Property Owners

- No Residential Structures are in the process of being Demolished by Property Owner
 - Current Status
 - Thirty -Two (32) Residential Structures are on the Minimum Housing Code Violation List
 - No Structures are on the Non-Residential Code Violation List
- **Junk Vehicle Campaign Data (Calendar Year 2023)**
 - This is a joint venture between the Police and Planning & Community Development Departments. The Nuisance Abatement Officer is paid by Police but Planning & Community Development oversees the abatement process.
 - 95 Junk/Nuisance Vehicles have been addressed this calendar year.
 - As a Result:
 - 72 - Vehicles abated by removal by Property Owner
 - 5 - Vehicles abated by Property Owner acquiring proper License Tags
 - 6 - Vehicles abated by Property Owner Placing in Rear Yard with Proper Vehicle Cover
 - 8 - Vehicles towed by City Contractor
 - 4 - Not Justified
- **Housing Programs**
 - CDBG – NR Grant
 - 12 applicants have qualified for rehab assistance based on income.
 - Final number receiving assistance will be based off title qualification and funds available.
- **Food Trucks/Pushcarts (Calendar Year 2023)**
 - 6 permits were issued for Food Trucks
 - 3 permits were issued for Pushcarts
- **Urban Archery**
 - 0 permits were issued in 2023 for bow hunting (*END OF REPORT*)

Councilman Coates asked if nuisances include cars and overgrown yards, to which Cloud responded in the positive. Councilmember Scoble asked if these costs can be recouped? He indicated we might be able to get some of the monies back. This led to a brief discussion about the regulations whereby junked cars can remain at residences.

(AT APPROXIMATELY 12 NOON, COUNCILMAN MARTIN LEFT FOR A PREVIOUSLY SCHEDULED APPOINTMENT.)

Councilmember Scoble also asked about a house at Lindsey and Irvin Streets that appears to have trees growing out of it. Cloud said he would check on this with staff.

City Manager Woodard complimented staff on the process for food trucks to receive a one-year permit. Such efforts, she noted, help businesses like The Boardwalk Baker to test their product, and they are now ready to commit to a brick and mortar building.

Manager Woodard also stated that we get a lot of questions about the building on Gilmer. She asked Cloud to give an update on that property, which he did. Under the current permit, the Assistant City Manager said he thought the owner has six months to fix the façade structure. It was stated that perhaps Council could limit that timeframes to fewer months. Staff will look to see if anything can be added to our ordinances. Cloud said when the owner re-opened the permit, the façade was taken off, but the City required him to put up a fence for safety. He said staff calls the property owner occasionally to see if they can be of assistance. Councilman Coates said he thought the façade fell off in May and the City posted the property in June. He said he didn't think any work had been done on it. City Manager Woodard said staff would provide an update before the next Council meeting, but she stressed that this is not a City-owned building. Councilman Coates expressed concerns about the impact this might have on the adjacent properties, including possible damage to their buildings. Noting he is not a Codes Inspector, Fire Chief Farmer questioned whether we might get some "teeth" in the situation from a code enforcement standard. Councilmember Scoble also noted that, if complaint driven, perhaps one of the adjacent property owners could lodge a complaint.

Cloud then discussed the following Parks & Recreation Department overview:

MEMORANDUM

To: Summer Woodard, City Manager
From: Haywood Cloud, Jr. Assistant City Manager for Community Services
Date: 2/5/2024
Re: Parks and Recreation Department Overview/Update

69 | February 15-16, 2024

The following is an update on current projects as well as those that warrant budget considerations for the 2024-25 fiscal year. Also attached are detailed memos of the aforementioned projects, an overview of the parks and recreation programming for the remaining part of the 2023-2024 fiscal year, and a "Rise Up Reidsville Action Plan for Outdoor Recreation Ideas" for 2024-25 and beyond.

- **City of Reidsville Splash Pad**
 - Splash Pad is under construction at Lower Jaycee Park
 - Parks & Recreation & Public Staff are assisting contractors.
 - Hours of operation and procedures have been developed for review.
 - Projected Completion Date-Memorial Day 2024 (Tentatively)

- **Jaycee Park Tennis Court Resurfacing**
 - No longer can fill cracks-surface is uneven and people can be injured
 - Court to be resurfaced and stripped

- **Recreation Gymnasium Floor Replacement**
 - Bid process is complete and contractor has been selected
 - Existing maple floor will be removed and replaced with new maple flooring
 - Game lines and center court lettering will be repainted the same as it currently exists.
 - Projected Completion Date-Six weeks

- **Pickle Ball Court #2-Jaycee Park**
 - Avid players have requested an additional court
 - Asphalt and stripe painting contractors repairing and painting the tennis court will pour slab and paint the stripes for pickle ball court also.
 - Fence to be erected around court matching the current one.

- **Lake Reidsville Improvements**
 - Lake Entrance Upgrades-automatic gate with code
 - Soccer Field Scoreboard
 - Jump Pad

If you have any questions please let me know

Haywood Cloud, Jr. (END OF MEMO)

Cloud also gave updates on the funding needs/grants received for the tennis court repair, gymnasium floor replacement and additional pickleball court at Jaycee Park as outlined in the following three memos:

70 | February 15-16, 2024

MEMORANDUM

To: Summer Woodard
From: Haywood Cloud, Jr., Assistant City Manager of Community Services
Date: 2/5/2024
Re: Jaycee Park Capital Funding Needs-Tennis Court Repair/Grant Update

This memo is to provide you an update on the status of the Jaycee Park tennis court repairs. Currently, the contractors are waiting for warmer weather to start the work, and the potential grant funding from USTA is still under review because of a recent request from them to our application. Staff has spoken with the contractor and have worked with them to respond to their request and the project is making good progress. As outlined in a memo in February 2023, the estimated cost of the repairs to the existing court is \$100,000.

Estimated timeline of project completion

Paving Contractor-Two weeks (2) from start to finish (weather permitting)

Asphalt Painting-Thirty (30) days following the completion of asphalt work to allow the oils on the surface to dissipate. (weather permitting)

Overall, the project should be completed in approximately 6-7 weeks from the start of the work.

The reason for requesting funding for this project is to improve the athletic experiences for our citizens. The requested funding will be used to repair four of our eight tennis courts and will be greatly appreciated by all of our residents whether they are avid tennis players or not. Moreover, the repairs will also to continue to benefit our Rockingham County students who have held their tennis tournaments at Jaycee Park for many years.

We appreciate your support as we work to complete this project.

Please let me know if you have any questions.

Haywood N. Cloud, Jr. (END OF MEMO)

MEMORANDUM

To: Summer Woodard
From: Haywood Cloud, Jr., Assistant City Manager of Community Services
Date: 2/5/2024
Re: Parks & Recreation Capital Retreat Update-Recreation Gym Floor replacement

This is an update on the status of recreation gymnasium floor replacement project included in the funding provided in the state budget. At this time the project hasn't started.

71 | February 15-16, 2024

However, staff has gone through the bid process and has secured a contractor who is ready to start the work as soon as we tell them proceed. Once we have and finalized all of the details with the contractor, they will be ready to start the project and have an estimated project completion date of six weeks.

The Reidsville Recreation Center Gym has been a staple in the community for many years. It is extremely popular to both our youth basketball leagues, and our competitive open gym participants who just want to enjoy a nice game of basketball. The unique wooden floor has had a lot of wear and tear over the years which has required detailed maintenance. Unfortunately, we now have to replace the floor because we have reached the maximum amount of times that we can sand and wax it. The estimate of \$135,000 will be used to remove existing floor boards and install new ones, sand and wax the entire floor to ensure a smooth surface, and repaint and stripe the floor.

If you have any further questions about this project, please let me know.

Haywood N. Cloud, Jr. (END OF MEMO)

MEMORANDUM

To: Summer Woodard
From: Haywood Cloud, Jr., Assistant City Manager of Community Services
Date: 2/5/2024
Re: Parks and Recreation Capital Funding Pickle Ball Court Update

This is an update on the status of a proposed additional pickle ball court at Jaycee Park. Our state representatives have provided the City of Reidsville funding for this project in their current budget. This project is currently on hold until staff is given the notice on the availability of the funds to start construction. As outlined in a memo from February 2023, the estimated cost of a new court is \$65,000-\$75,000. As soon as the funds are released to us, the contractor will be ready to begin the work. Fortunately for us, the asphalt contractor who is repairing our tennis court has agreed to do the paving for this project which should provide us some cost savings.

Estimated timeline of project completion

Paving- One day from start to finish (weather permitting)

Asphalt Painting- Thirty (30) days following the completion of asphalt work to allow the oils on the surface to dissipate. (weather permitting)

Fencing- Contractor will install fencing that surrounds the playing area

We are excited about the prospects of providing an additional court to accommodate those players who have been included in the momentum and rise of popularity of the sport of

pickle ball in the Triad and around the country. We are looking forward to moving ahead with his project and will provide updates on the project when it is warranted.

Please let me know if you have any questions.

Haywood N. Cloud, Jr. (*END OF MEMO*)

The Assistant City Manager noted that by using the same contractor for the tennis courts and pickleball courts, as well as the same person doing the striping for both, this also cuts down on mobilization costs.

Cloud then reviewed the Parks & Recreation Overview memo, which follows:

MEMORANDUM

To: Haywood Cloud Jr, Assistant City Manager
From: Quintin Robertson, Parks & Recreation Director
Date: February 5, 2024
Subject: Parks and Recreation Overview

- Teen Center Endeavors and Initiatives Update
 - Continue emphasis of Education and Career Advancement through various activities.
 - Previous programs will still exist as an accompaniment or support to this advancement.
 - Career Readiness Program – Continue 3 to 4 presentation events annually
 - Digital Literacy Program-NEW Program
 - Loans/Grants Assistance/Enrollment/Course & Career Options
 - College Tours
 - Free GED Education Course
 - Continue pursuing three to four presentation/pre-registration enrollment events annually
 - Teen Center/Recreation Center Open Student Event-Local Private Schools will receive invitations as well.
- RHS/RCHS Graduating Senior Class Events
- Chamber of Commerce Business Showcase High School Job Fair. In partnership with Reidsville Chamber of Commerce, the third program presentation grew from the three high schools to all four County schools.
- Updating outside building appearance and landscaping with assistance from Lowes Home Improvement Community Grant and City funding.
- Continue First Carolina Bank – Banking Skills Annual Overview Course

- Continue various programs to be offered each quarter at the Teen Center involving maintaining a bank account, family budgeting and saving for future education and other future endeavors.
- Continue State Employees Credit Union-Financial Literacy Workshop
 - Will facilitate a workshop that will educate teens on various financial areas including, but not limited to, managing personal finances, money and investing.
- Continue focus of a STEM Program at the Teen Center
 - The overall program will encompass a basic overview of all categories encompassed in the STEM field, Science, Technology, Electronics and Mathematics.
 - Program will provide the students an opportunity to work with robots through computer coding activities. Experience will be provided, opportunities are robotics, and computer coding and artificial intelligences will be emphasized.
 - Establishment of a Arts & Theater programs that will instruct students how to create music, design social content, build and sale merchandise.
 - 3-D Printing Program- Printing program that will provide students with the opportunity to custom design ideas using computer aided design (CAD)
 - Anne Penn Hospital Medical Camp
 - In discussions
 - Proposed to be held at the Teen Center to highlight the different jobs available in the medical field. Coordination with the RCC, the Anne Penn Hospital and the Reidsville Chamber of Commerce.
- Lake Reidsville Endeavors and Initiatives
 - Mountain-to-Sea Trail Update
 - City is in the process to realign MST Trail through City Limits via lake property.
 - City staff is presently working with DRBA on this endeavor.
 - Completion of Trails (2-4 miles)
 - Additional fields/lights to complete sport fields (football, soccer, lacrosse, etc.)
 - Developing partnerships with surrounding AAU Football organization to host youth games and tournaments
- Additional Alternative/New Sports Programs-Implemented or Under Consideration
 - Implemented
 - Adult Sports- Men's Softball, Coed Volleyball,
 - Summer: Volleyball, Flag Football, Basketball
 - Youth Sports-Coed Volleyball
 - Virtual Learning Gaming and Programs-(ESports)
 - Efforts to established soccer, football and lacrosse sports tournaments at Lake Reidsville Sport fields.
- Under Consideration
 - Adaptive Sports Programs for Challenged Youth (Physically and Mentally)
 - Efforts are continuing to establish additional partnerships to obtain more baseball/softball tournaments at Jaycee Park.
 - Efforts are continuing to establish additional partnerships to obtain more basketball tournaments at Recreation Department and local schools.

- Efforts are continuing to establish additional partnerships to obtain more football tournaments and Lake Reidsville Multipurpose Fields

Outdoor Park Amenities Action Plan

Park 1 – Citywide Park

- Jaycee Park
- Courtland Park
- H.K. Griggs Park

Park 2 – Neighborhood Park

- Barnes Street Park
- Cambridge Park
- Glendale Park
- Oaks Park
- Woodland Park

Park 3 – Public School Park

- Monroeton Elementary Park
- Moss Street Elementary Park
- Southend Elementary Park
- Williamsburg Elementary Park
- RHS/RCHS/RMS/RCMS Walking/Jogging Track

Park 4 – Specialty Park

- Jaycee Recreation Complex
- Downtown Reidsville – inclusive/Adaptive Parks
- Staff will continue to explore cost effective endeavors to undertake capital repairs/improvements within Parks & Recreation facilities. *(END OF MEMO) (A COPY OF THE RISE UP REIDSVILLE-OUTDOOR RECREATION IDEAS POWERPOINT IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)*

Cloud also briefly discussed recreation football. With the emergence of AU football, etc., we have seen less registration, but we continue to offer Flag football, etc. He said football is still available even if it is not exactly through the recreational leagues. He provided some statistics and talked of efforts to try and do some different things with our recreational teams.

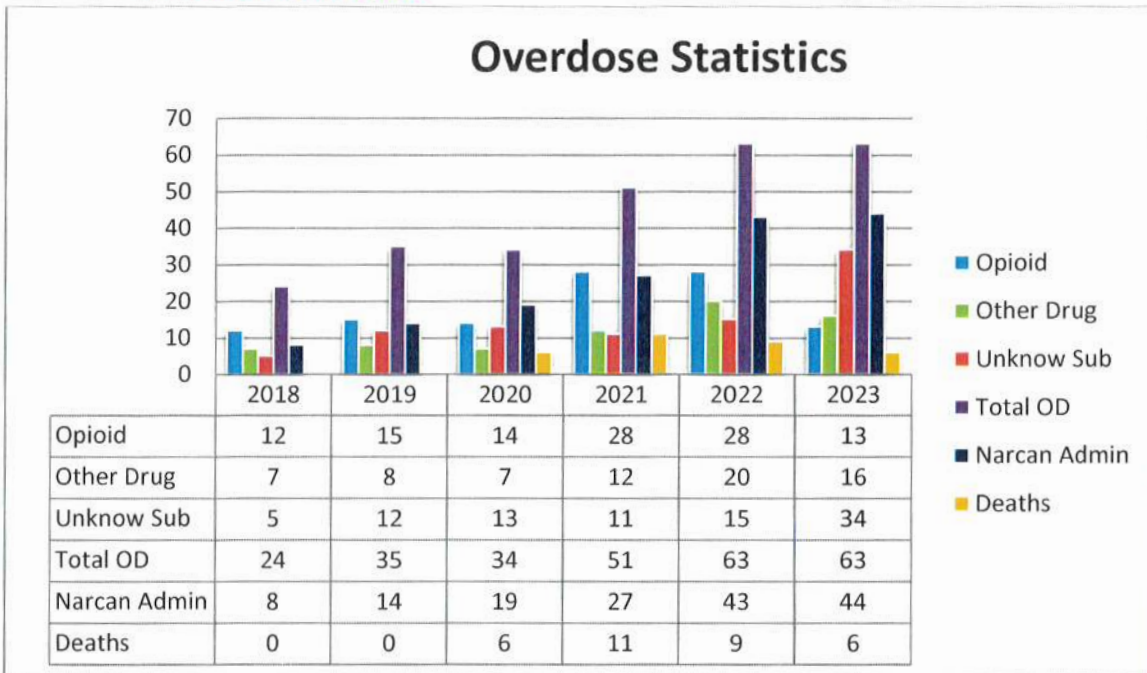
The Assistant City Manager concluded by encouraging Council members to review the PowerPoint and let him know of any questions. He thanked Council for everything they have done.

POLICE.

Police Chief Ray Gibson came forward, noting he has been Chief for 2½ years and is still loving it. He then reviewed his department’s 2023 Annual Report. *(A COPY OF THE ENTIRE REPORT IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)*

Chief Gibson went immediately to pages 6-7, Opioid Crisis & Intervention, which follow:

Overdose Statistics in Reidsville



Law enforcement agencies nationwide continue dealing with the devastating consequences of the opioid epidemic. The misuse of and addiction to opioids- including prescription pain relievers, heroin, and synthetic opioids- is a national crisis and we have seen hints of it right in here in Reidsville. In response to the opioid crisis, our department has implemented strategic protocol to lessen the effects of the pandemic. Our department has equipped each officer with Narcan and has provided training to ensure effective use, included an opioid lesson into our DARE Program taught at all city elementary schools, closely graph and document all overdoses happening in our jurisdiction, and have developed a Post Overdose Response Team (PORT) to aid in getting victims of overdose addiction treatment from area providers. PORT was expanded to Eden, NC in 2022. We are in the final stages to expand the PORT to all law enforcement agencies in Rockingham County in 2024. In 2022 we developed a Community Response Team to assist the Special Investigations Unit with drug related complaints. That team worked exceptionally hard in 2023. More info on that later in the report.

Post Overdose Response Team

The Reidsville Police Department partnered with organizations throughout the community to formulate a Post Overdose Response Team (PORT) as a response to the rising opioid crisis. We hope to continually see the overdose numbers decrease as we progress with programs such as PORT in the midst of the opioid crisis. Our 2023 PORT stats go as follows; 63 OD's, 40 PORT responses and 6 OD deaths.

PORT is comprised of Integrated Health Care Services of Rockingham County, Day Mark Recovery Services, and the Reidsville Police Department. The purpose of this team is to assist the victims of overdose and aid them along the road to recovery. The team responds to the victims of overdose within a 48 to 72-hour window and offer services to the victims and their families. PORT began responding July 1, 2020.

The Reidsville Police Department is the first entity in Rockingham County to utilize the Post Overdose Response Team in response to the opioid crisis. Eden PD is now a PORT member. We are in the final stages to expanding the PORT to all Rockingham County Law Enforcement Agencies. We will continue to monitor our PORT statistics in 2024. *(END)*

Chief Gibson said this shows what they are facing is still a big problem. He discussed fentanyl briefly and noted that there are some drugs that Narcan does not work on. *(END OF INCLUDED ITEM)*

The Police Chief then highlighted from his report training efforts, including career development, and community engagement efforts. He added that the engagement efforts had been hampered somewhat with Lt. Carter, who also oversees the School Resource Officers, having to spend a lot of time on SROs with all of the staff shortages. Still, in 2023, the department held five Coffee with a Cop events and two cookouts, he said. Community Watch groups are down to two active groups, McLaurin and Ann Ruston, the Chief noted. Mayor Gorham said that COVID hurt the program, plus former Police Chief Robert Hassell wanted to bring all the groups together, which several groups didn't want.

Overall traffic and arrest statistics are down except Collisions with Injuries, which Chief Gibson said downward trends may have been due to shortages of officers. This led to a brief discussion regarding vehicular accidents and what might be considered the City's most dangerous intersections. It was noted that some of the worst intersections include Scales & Harrison and Freeway & Vance.

The Chief said the 2023 statistics are more in line with those of 2021, adding that 2022 was a bad year. He did compliment the work of his department in solving cases. City Manager Woodard asked the Chief to clarify when he said his department has been "working short" was he referring to vacancies or people being out? Chief Gibson explained that they currently have three true vacancies. He said even when they can hire people, it is taking a long time to get the paperwork back from Training & Standards. He said it used to take about 10 days and now it takes some 6-10 weeks.

FIRE.

Fire Chief Josh Farmer started off his presentation by noting that he is in his eighth month as Fire Chief, adding it was an honor to be chosen. He then reviewed his department's 2023 Annual

Report. *(A COPY OF THE ENTIRE REPORT IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)* He stressed that while 2023 was a good year for his department, it still had some challenges, which are continuing into 2024. Yet he said he wanted to turn those challenges into opportunities this year. Among those challenges has been vacancies. Chief Farmer said his department is currently at three vacancies, but one has been recommended this week. He stressed that it doesn't always come down to money, adding that other departments may have other avenues of advancement.

He continued through his report. Of the three fire stations, Fire Station #1 at 1101 has the most responses, but he said this fire station also includes the most residences within its coverage area. As he reviewed departmental equipment, he talked of the expected life of the equipment. Chief Farmer noted the new fire engine approved by Council in 2023, explaining that lead times for the equipment have increased with the new date set for September of 2026.

Chief Farmer discussed the incident/response statistics listed on page 9 of the report. He stated the number of fires is down, which may be due, in part, to proactive educational programs. He also noted that numbers can fluctuate because the number of occupancy inspections conducted varies depending on the year.

He briefly talked about efforts to create a Public Safety Explorer Program, in conjunction with the Police Department. Captain Dixon is currently looking into that possibility, he said. Chief Farmer also noted that his department is the only one in the County that is a certified Safety Seat program. Blood drive coordinator duties, he added, have been transferred to Leigh Anne Bassinger and the HR Department.

Following the departmental reports, City Manager Woodard reminded Council members of an item that had been delayed from Council's regular monthly meeting this past Tuesday night. Councilmember Scoble had asked that the lease agreement for the Penn House apartment be taken off the Consent Agenda for further discussion.

Penn House Apartment Lease Agreement.

The City Manager explained that this item had been added to the agenda after staff realized there was no written lease agreement although Penn House Manager Judy Yarbrough and her family had been living in the apartment for 20-plus years. With this agreement, Harvey Yarbrough would take over the lease, and several outs were included in the agreement for both Harvey and the City, she stated. HR Director Leigh Anne Bassinger said she had been concerned, as a risk manager, that there was no lease agreement of any sort. Living there is treated as a taxable benefit but no actual cash value, she explained, although there is a cash liability. She also briefly

discussed the meters for electric, etc., explaining that the use for the apartment and house are combined. Meters at the new event venue, The Carriage House, are on a separate meter, she said. Bassinger said she and the City Attorney worked very closely together crafting this agreement in order to provide some stability, etc. on who was there. Other options could be to turn the apartment into office space, but it was stressed that the apartment is very small, 2 bedroom/2 bath with a spiral staircase to the upstairs.

Bassinger also added that, in reclassifying this position, it would be hard to make anyone live in the apartment as part of their job. Councilmember Scoble said her concern was that this is not offered to any other employees. The HR Director talked of the benefit of having someone on site and noted that, as part of the agreement, Harvey Yarbrough would respond if someone rings the doorbell at 3 a.m. for example. She added that Harvey had told her that 12 people recently have wandered onto the property looking around.

Councilman Coates asked if the apartment could be offered to the new person? Manager Woodard said that Emme Stone is currently handling the Penn House property. Assistant City Manager Haywood Cloud added that Harvey has been doing small maintenance stuff on the property for years. Mayor Gorham said he wouldn't want to be the person to tell him that he has to leave. It was noted that the lease will run from February 1st of each year and be renewed. Manager Woodard said she would report it to Council. Councilmember Scoble likened it to the lease with the hot dog business.

It was the consensus of the four Council members to include the item on the March Consent Agenda for approval.

In response to a question, Manager Woodard said she is working on getting the stop sign removed at Richardson & Fairway.

MOTION TO ADJOURN.

Councilmember Scoble then made the motion, seconded by Councilman Coates and unanimously approved in a 4-0 vote, to adjourn at approximately 12:30.

Donald L. Gorham, Mayor

ATTEST:

Angela G. Stadler, City Clerk

79 | February 15-16, 2024



THE CITY OF
Reidsville
NORTH CAROLINA

230 W. Morehead Street • Reidsville, North Carolina 27320 • (336) 349-1030 • Fax (336) 342-3649

Office of the City Manager

Date: March 5, 2024

To: Mayor Donald Gorham
City Council Members

From: Summer Woodard, City Manager

Subject: Lease Agreement for the Apartment at the Penn House

As was discussed at the Council Retreat, I have put the attached lease agreement between the City of Reidsville and Mr. Harvey Yarbrough back on the Consent Agenda for approval. This lease agreement is recommended since Mr. Yarbrough is a City of Reidsville employee and currently resides in the apartment located on the Penn House property. This lease agreement is for one year with an automatic renewal option each year.

STANDARD RESIDENTIAL LEASE AGREEMENT

I. THE PARTIES. This residential lease agreement ("Agreement"), dated February 1, 2024, by and between:

LANDLORD: The Landlord is the City of Reidsville, a municipal corporation, whose address is 230 W. Morehead St. Reidsville, North Carolina, 27320, hereinafter known as the "Landlord", and

TENANT: The Tenant is Harvey Yarbrough, hereinafter known as the "Tenant", agree to the following:

II. OCCUPANT(S). The Premises described in Section III is to be occupied strictly as a residential dwelling by the Tenant and the following Occupant: Carly Yarbrough ("Occupant").

III. LEASED PREMISES. The Landlord hereby leases to the Tenant, and the Tenant hereby accepts, subject to the terms and conditions of this Agreement, an apartment with a property and mailing address of 324 Maple Avenue, Reidsville, North Carolina, 27320, consisting of 2 bathroom(s) and 2 bedroom(s) (the "Premises"). The Landlord shall send the Tenant any notices to the Premises' aforesaid mailing address.

IV. PURPOSE. The Tenant and Occupant may only use the Premises as a residential dwelling.

V. FURNISHINGS. The Premises is not furnished. Tenant can furnish the premises as they desire.

VI. APPLIANCES. The Landlord shall provide the following appliances:

Air Conditioner Equipment (2 window units), Furnace, HVAC Equipment, Oven, Refrigerator, Smoke Detector(s), Stove, Thermostats and Controls, all of which shall be on the Premises and functional upon the move-in date of the Tenant ("Appliances and Fixtures").

Any damage caused to the Appliances and Fixtures from negligence, carelessness, accidents, or abuse shall be the responsibility of the Tenant.

VII. LEASE TERM. The term of this Agreement shall be a fixed-period arrangement beginning on February 1, 2024 and ending on December 31, 2024. This Lease shall automatically renew each year, on January 1st, so long as the Tenant remains an active, full-time employee of the Landlord. The Lease will not auto-renew if the Tenant is found to be in breach of any condition of the Lease, or the Tenant elects to surrender the property prior to the end of their employment with the Landlord. The Tenant will be required to move out at the end of the Lease Term unless the Landlord and Tenant authorize a renewal, extension, or separate agreement in writing.

VIII. RENT. The Tenant shall have the value of the taxable benefit of the "rent" processed through the City's payroll system, creating the reportable tax liability for this employment benefit. The "rent" will be shown on the payroll checks, in order to comply with federal, state and local laws regarding non-cash benefits provided to the employee.

In exchange for the employee benefit, the Tenant shall be responsible for responding to after-hours emergencies at the principal facility, known as the Penn House. These after-hours emergencies may include responding to smoke detectors, burglar alarms, or other emergency notification systems installed in the future in the Penn House. Additionally, the Tenant shall respond appropriately for any reasons for concern after normal business hours.

IX. PARKING. Both the Tenant and the Landlord agree that there are no marked parking spaces designated for the apartment. The Landlord shall provide the Tenant Parking Spaces for up to 4 vehicles, including three automobiles and one boat on a boat trailer. The Landlord shall not charge a fee for the Parking Spaces.

X. RIGHT OF ENTRY. The Landlord shall have the right to enter the Premises during normal working hours by providing notice in accordance with the minimum state requirements in order to conduct inspections, make necessary repairs, alterations or improvements, supply services as previously agreed, and for any other reasonable purposes. The Landlord has the right to enter the premises to show the premises to prospective purchasers, or lessees upon reasonable notice to the Tenant.

XI. SALE OF PROPERTY. If the Premises is sold, the Tenant is to be notified of the new owner and the new property manager, if any, and their contact details for repairs and maintenance shall be forwarded to the Tenant. If the Premises is conveyed to another party, the new owner shall not have the right to terminate this Agreement and it shall continue under the terms and conditions agreed upon by the Landlord and Tenant. The auto-renewal clause of this agreement may be renewed between the Tenant and the new property owner upon mutual agreement between the parties.

XII. UTILITIES. The Landlord shall pay for any of the utilities and services necessary to the property for the duration of this agreement, including but not limited to natural gas, electric, water, sewer and household solid waste collection.

XIII. MAINTENANCE, REPAIRS, OR ALTERATIONS. The Tenant at all times shall, at his expense unless otherwise stated in this Agreement, maintain the Premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant may not make any alterations to the Premises without the written consent of the Landlord. The Landlord shall be responsible for structural repairs to defects in the interior and exterior of the Premises.

Upon execution of this lease agreement, the Landlord shall place fresh batteries in all battery-operated smoke detectors before the Tenant moves into the Premises. After the initial placement of the fresh batteries, it is the responsibility of the Tenant to replace batteries if and when needed. Additionally, a monthly cursory inspection may be required for all fire extinguishers to make sure they are fully operational and charged.

XIV. EARLY TERMINATION. The Tenant may be allowed to terminate this Agreement under the following conditions:

The Tenant must provide at least 90 days' notice, during which any scheduled Rent payment shall be paid in accordance with this Agreement.

The Landlord may be allowed to terminate this agreement under the following conditions:

The Tenant is found to be in breach of any term or condition of this agreement.

The Tenant's full-time employment with the Landlord ends.

The Tenant abandons the premises prior to the end of term of the Agreement.

Upon termination of this Agreement, the Tenant shall have 30 days to vacate the premises.

XV. PETS. The Tenant shall be allowed to have:

Two (2) pets on the Premises consisting of Birds, Cats, Dogs, Fish, Hamsters, Reptiles, and with no other types or number of pets being allowed on the Premises or common areas ("Pet(s)"). The Tenant shall not be required to pay a fee for any Pet(s) allowed on the Premises. The Tenant is responsible for all damages the Pet(s) cause to the Premises, regardless of the ownership of the Pet(s), and agrees to remedy such damage to the Premises and restore its original condition at their sole expense. There shall be no limit on the weight of the Pet(s). Pet(s) may be any size and number of pounds.

XVI. WASTE. The Tenant agrees not to commit waste on the Premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the Premises to be used, in an unlawful manner. Waste shall be defined as 1) any damage to real property by the Tenant which lessens its value to the Landlord, or future owner. 2) garbage, which may include poisonous effluents. The Landlord reserves the right to sue for damages for waste, terminate the lease of one committing waste and/or obtain an injunction against further waste.

XVII. NOISE. The Tenant agrees to abide by any and all local, county, and state noise ordinances.

XVIII. GUESTS. There shall be no other persons living on the Premises other than any authorized Tenant and Occupant. Guests of the Tenant are allowed to visit and stay on the Premises for a period of no more than 14 days, unless the Landlord approves otherwise.

XIX. SMOKING POLICY. Smoking on the Premises is prohibited on the entire Premises, including any common areas and adjoining properties.

XX SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement, nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead, shall be enforced to the maximum extent permitted by law.

XXI. SURRENDER OF PREMISES. Upon the expiration of the Lease Term, the Tenant shall surrender the Premises in better or equal condition as it was at the commencement of this

Agreement, albeit with reasonable use, wear-and-tear, and damages caused by the natural elements excepted.

XXII. RETALIATION. The Landlord is prohibited from making any type of retaliatory acts against the Tenant, including, but not limited to, restricting access to the Premises, decreasing or canceling Utilities and Services, failure to repair Appliances and Fixtures, or any other deliberate acts that could be considered unjustified and retaliatory against the Tenant.

XXIII. WAIVER. The Landlord's waiver of a breach of any covenant or duty imposed on the Tenant under this Agreement shall not constitute, or be construed as, a waiver of a breach of any other covenant or duty imposed on the Tenant, or of any subsequent breach of the same covenant or duty. No provision, covenant, or clause of this Agreement shall be considered waived unless such a waiver is expressed in writing as a formal amendment to this Agreement and executed by the Tenant and Landlord.

XIV. HAZARDOUS MATERIALS. The Tenant agrees not to possess any type of personal property that could be considered a fire hazard on the Premises, such as a substance with highly flammable or explosive characteristics. Items prohibited from being brought into the Premises, other than for everyday cooking or those needed for operating an appliance.

XV. INDEMNIFICATION. The Landlord shall not be liable for any damage or injury to the Tenant, Occupant, any Guest(s), or any other persons, nor shall Landlord be liable for any damage to any property that occurs on the Premises, its common areas, or any part thereof, and the Tenant agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is therefore recommended Tenant, at their expense, purchase renter's insurance.

XVI. NOTICES. Any notice sent from the Landlord or the Tenant to the other party shall be addressed to the underneath mailing addresses.

Landlord's Mailing Address and Contact Information:

City of Reidsville
ATTN: Summer Woodard
230 W. Morehead St.
Reidsville, NC 27320
Phone Number: (336) 349-1030

Tenant's Mailing Address:

Harvey Yarbrough
324 Maple Avenue
Reidsville, NC 27320

Landlord's Agent / Property Manager: The Landlord does not have or otherwise authorize an agent or property manager, and all contact with regards to any repair, maintenance, or complaint must be communicated directly to the Landlord using the above-mentioned contact information.

XXVII. PREMISES DEEMED UNINHABITABLE. If the Premises is deemed uninhabitable due to damages beyond reasonable repair, the Tenant shall be able to terminate this Agreement by written notice to the Landlord. If said damage was caused by negligence of the Tenant, Occupant(s), or their Guest(s), the Tenant shall be liable to the Landlord for all pertinent repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

XXVIII. LEAD-BASED PAINT. The Premises was constructed before 1978 and therefore the Lead-Based Paint Disclosure that is attached to this Agreement must be authorized.

XXIX. GOVERNING LAW. This Agreement shall be subject to and governed by the laws of the State of North Carolina.

XXX. AGENCY RELATIONSHIP. Neither the Landlord nor the Tenant utilized the services of a real estate agency or a real estate agent to negotiate, draft, or execute this Agreement.

XXXI. ADDITIONAL TERMS AND CONDITIONS. In addition to all the terms, conditions, covenants, and provisions of this Agreement, the Landlord and Tenant agree to the following: Tenant will be responsible for responding to any after-hours emergencies, alarms or reasons for concern. Tenant will provide a presence on the property to deter criminal activities or property damage after hours. Tenant will function as a point of contact for any after-hours emergency services that are necessary to protect and preserve the property. If the tenant is unavailable for these services related to travel or vacation, the tenant will notify the Reidsville Police Department of their absence, so the RPD can increase patrols and presence around the facility in the absence of the tenant.

XXXII ENTIRE AGREEMENT. This Agreement contains all the terms, conditions, covenants, and provisions agreed on by the Landlord, Tenant, and any other relevant party to this Agreement, relating to its subject matter, including any attachments or addendums. This Agreement replaces any and all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to this Agreement and shall be bound until the end of the Lease Term.

The parties have agreed and duly executed this Agreement on February 1, 2024.

Landlord's Signature: _____

Summer Woodard as City Manager of City of Reidsville

Tenant's Signature: _____

Harvey Yarbrough

LEAD-BASED PAINT DISCLOSURE

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards Lead Warning Statement

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the Lease Term.

Landlord's / Lessor's Disclosure:

(a) Presence of lead-based paint and/or lead-based paint hazards (**check (i) or (ii) below**):

- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
- (ii) X Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Landlord (**check (i) or (ii) below**):

- (i) _____ Landlord has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____
- (ii) X Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant / Lessee's Acknowledgment (Initial):

_____ Tenant has received copies of all information listed above.

_____ Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

_____ Tenant has read the Lead Warning Statement above and understands its contents.

Certification of Accuracy:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord's Signature: _____

Tenant's Signature: _____



The City of
Reidsville

North Carolina

Department of Planning & Community Development

230 W, Morehead Street, Reidsville, NC 27320 Ph. (336)349-1065

Planning@reidsvillenc.gov

MEMORANDUM

TO: The Reidsville Planning Board
FROM: City of Reidsville Planning Staff
DATE: February 13, 2024
RE: Docket No. Z 2024-02

Chad Abbott of C3 Design and Engineering is petitioning to rezone a property with frontage on S. Scales St. and Freeway Dr., Rockingham County Plat Book 97, Page 66, from Residential-20 (R-20)/Highway Business (HB) to Highway Business (HB), Docket No. Z 2024-02. In January 2024, the property was recombined, previously consisting of 4 individual parcels. At the time of recombination, three of the four parcels were zoned Highway Business (HB), while the fourth parcel was zoned Residential-20 (R-20). This resulted in the creation of a split zoned parcel upon recombination. The Residential-20 (R-20) portion of the parcel encompasses an area of 0.2771 acres, and the entire parcel encompasses an area of 30.3181 acres. By rezoning the entire parcel to just Highway Business (HB), we are able to eliminate the existing split zoning and bring the parcel into conformity.

The surrounding land use is a mix of Residential-20 (R-20), Highway Business (HB), Residential Agricultural-20 (RA-20), and Industrial-2 (I-2). The abutting areas to the north and west are zoned Residential-20 (R-20). The abutting areas to the south and east are zoned Highway Business (HB). Overall, the area is primarily residential with a few commercial and industrial properties mixed throughout. Considering the presence of an existing Highway Business (HB) zoning designation on the majority of the parcel, rezoning this Residential-20 (R-20) portion to Highway Business (HB) would be consistent with the surrounding area.

This property is located in Growth Management Area 4 – Rural, which encompasses the area to the east, southeast, north, and northwest of the City. GMA 4 prioritizes large lot development and has an existing road network that can easily accommodate growth. While GMA 4 suggests limited development, it does not exclude it entirely. Therefore, we find the proposed rezoning is consistent with the 2022 Reidsville Land Development Plan. The Planning Staff finds this rezoning is reasonable and in the public interest based on the information provided in this report and the attached statements of reasonableness and consistency. The Planning Staff recommends the proposed rezoning application be approved.

PLANNING BOARD RECOMMENDATION

The Planning Board unanimously recommended the proposed rezoning be approved.

DRAFT MOTIONS TO APPROVE/DENY

Included are suggested motions to either approve or deny the proposed zoning map amendment depending on the position Council wishes to take on the case.



City of Reidsville, North Carolina
 Department of Planning & Community Development
 230 West Morehead Street
 Reidsville, NC 27320
 336-349-1065
 Planning@reidsvillenc.gov

Application for Zoning Map Amendment

Date Submitted: 1/19/24 Application No.: Z 2024-02 (Office Use)

APPLICANT INFORMATION:

Name: Chad E. Abbott, PE - C3 Design & Engineering, PLLC

Address: 2537 E Lyon Station Rd. Suite 102 City/State/ZIP Creedmoor, NC 27522

Daytime Telephone No. : 919-230-0996

PROPERTY OWNER INFORMATION:

Name: American Charter Development, LLC

Address: 725 West 1200 North Suite 100 City/State/ZIP Springville, UT 84663

Daytime Telephone No. : _____

PROPERTY INFORMATION:

County Tax Parcel Number: Rockingham County Plat Book 97, Page 66

County Property Identification Number (PIN): N/A

Property size in acres (sq. ft. if less than one (1) acre): 11,761 (0.27 ac)

Property street location: 2619 S Scales Street

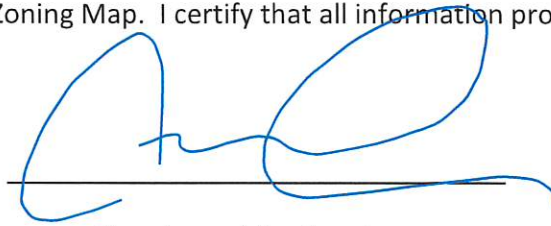
Current use of property: Vacant Residential

Existing Zoning District: R20 & HB

Requested Zoning District: HB

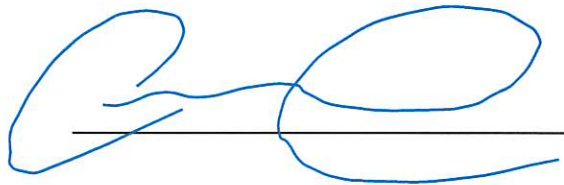
CERTIFICATION

I hereby request the Planning Board to consider this rezoning application and to make recommendations to the City Council to amend the Zoning Map. I certify that all information provided by me is accurate to the best of my knowledge.



Signature of Applicant

I hereby certify that I am the rightful and true owner(s) of the property(s) indicated on this application for zoning change.



For American Charter Development per Consent Form

Signature of Owner(s)

LAND OWNER'S CONSENT TO FILE APPLICATION

I, Michael Morley, (Legal Land Owner of Property) do hereby authorize, **Steve Hubrich** (Applicant) and/or his assigns, to make application for the property described as in Rockingham County PB 97, PG 66. This property is owned by those listed herein or their assigns and hereby grant permission to the "Applicant" to apply, submit plans, interact, accept permits, and commence construction / disturbance for the property referenced herein.

SIGNED: 
Michael Morley - Manager American Charter Development, LLC

SIGNED: _____

SIGNED: _____

DATE: _____



**CITY OF REIDSVILLE
DEPARTMENT OF PLANNING
& COMMUNITY DEVELOPMENT**

REZONING REQUEST STAFF REPORT

DOCKET NO.: Z 2024-02

PRESENTER: Drew Bigelow, City Planner

CONTRIBUTING STAFF: Jason Hardin, Director of Planning & Community Development
Drew Bigelow, City Planner

PETITIONER: Chad Abbott of C3 Design & Engineering

OWNER(S): American Charter Development

REQUEST: Rezone the property from R-20 to HB.

LOCATION: S. Scales St. (Plat Book 97, Page 66)

PUBLIC NOTICE MAILED: 02/09/2024

PUBLIC NOTICE POSTED ON PROPERTY: 02/09/2024

PUBLIC NOTICE PUBLISHED IN NEWSPAPER: 02/11/2024

SITE INFORMATION

Tax Parcel Number(s): Plat Book 97, Page 66 (new parcel number not yet assigned).

Site Acreage: 0.2771 Acres of 30.3181 Total Acres

Current land uses: An abandoned house is located on the lot.

Availability of Water: Water lines under S. Scales Street.

Availability of Sewer: Sewer lines under S. Scales Street.

Is the site located in the Jordan Lake Watershed? Yes.

Is the site located in the Troublesome Creek Watershed? No.

Is the site located within a floodplain? No.

Is the site located within a historic district? No.

What is the topography of the property? Slightly uneven.

Is there a stream on the property? Yes.

ZONING COMPABILITY ANALYSIS

North: Residential-20 (R-20)
South: Highway Business (HB)
East: Highway Business (HB)
West: Residential-20 (R-20)

1. Is the rezoning consistent or compatible with the existing nearby land uses?

COMMENTS: Yes, the property is currently a split zoned parcel R-20/HB and is adjacent to a Highway Business (HB) Zoning District.

CONSISTENCY WITH ADOPTED PLANS

1. Would the granting of the rezoning request be in conformance with the 2022 Reidsville Land Development Plan?

COMMENTS: Yes, the plan provides accommodations for predominantly large lot developments with undisturbed natural areas in GMA 4.

2. Is the rezoning reasonable and in the public interest?

COMMENTS: Yes.

3. Are there traffic considerations associated with the granting of this rezoning request?

COMMENTS: Yes, the developers are working with DOT to provide accommodations for increased traffic.

4. Have the conditions changed in the area from the time that the area was originally zoned making this change appropriate or necessary?

COMMENTS: No.

5. Has the Zoning classification of this property changed since the original 1965 adoption of the Zoning Ordinance?

COMMENTS: No.

6. Are there substantial reasons why the property cannot be used in accord with existing zoning?

COMMENTS: No.

7. Would the granting of the rezoning request raise precedents, vested rights, etc.?

COMMENTS: No.

8. Will the proposed change constitute a grant of special privileges to an individual owner to the detriment of general plans, trends, or public welfare?

COMMENTS: No.

OTHER REVIEW FACTORS

- 1. Would the proposed rezoning have an adverse impact on other public facilities such as utilities and streets?

COMMENTS: No.

- 2. Would the proposed change be a deterrent to the improvement or development of adjacent property in accordance with existing regulations?

COMMENTS: No.

- 3. Would the granting of the rezoning request impose undue hardships on adjacent landowners such as noise, smoke, odors, visual impairment or other nuisances?

COMMENTS: No.

ANALYSIS AND STAFF RECOMMENDATION

Chad Abbott of C3 Design and Engineering is petitioning to rezone a property with frontage on S. Scales St. and Freeway Dr., Rockingham County Plat Book 97, Page 66, from Residential-20 (R-20)/Highway Business (HB) to Highway Business (HB), Docket No. Z 2024-02. In January 2024, the property was recombined, previously consisting of 4 individual parcels. At the time of recombination, three of the four parcels were zoned Highway Business (HB), while the fourth parcel was zoned Residential-20 (R-20). This resulted in the creation of a split zoned parcel upon recombination. The Residential-20 (R-20) portion of the parcel encompasses an area of 0.2771 acres, and the entire parcel encompasses an area of 30.3181 acres. By rezoning the entire parcel to just Highway Business (HB), we are able to eliminate the existing split zoning and bring the parcel into conformity.

The surrounding land use is a mix of Residential-20 (R-20), Highway Business (HB), Residential Agricultural-20 (RA-20), and Industrial-2 (I-2). The abutting areas to the north and west are zoned Residential-20 (R-20). The abutting areas to the south and east are zoned Highway Business (HB). Overall, the area is primarily residential with a few commercial and industrial properties mixed throughout. Considering the presence of an existing Highway Business (HB) zoning designation on the majority of the parcel, rezoning this Residential-20 (R-20) portion to Highway Business (HB) would be consistent with the surrounding area.

This property is located in Growth Management Area 4 – Rural, which encompasses the area to the east, southeast, north, and northwest of the City. GMA 4 prioritizes large lot development and has an existing road network that can easily accommodate growth. While GMA 4 suggests limited development, it does not exclude it entirely. Therefore, we find the proposed rezoning is consistent with the 2022 Reidsville Land Development Plan. The Planning Staff finds this rezoning is reasonable and in the public interest based on the information provided in this report and the attached statements of reasonableness and consistency.

PLANNING STAFF RECOMMENDATION

The planning staff recommend the proposed rezoning be approved.

PLANNING BOARD RECOMMENDATION

The Planning Board unanimously recommended the proposed rezoning be approved.

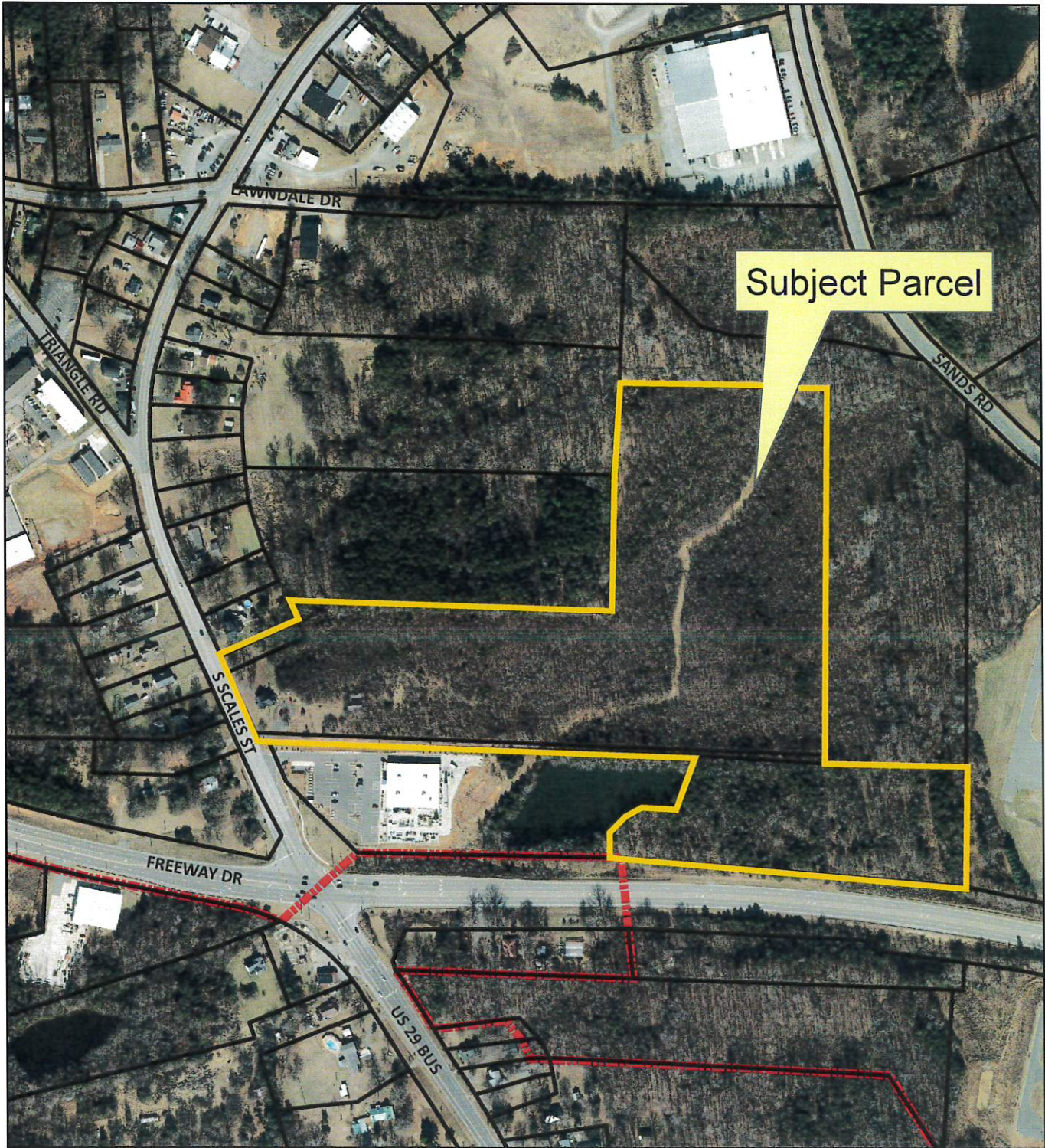
DRAFT MOTIONS TO APPROVE/DENY

Included are suggested motions to either approve or deny the proposed zoning map amendment depending on the position Council wishes to take on the case.

Request: R-20 to HB



Docket No.: Z 2024-02

City of Reidsville, NC Aerial Map



Subject Parcel

Legend

-  City Limits
-  ETJ Boundary

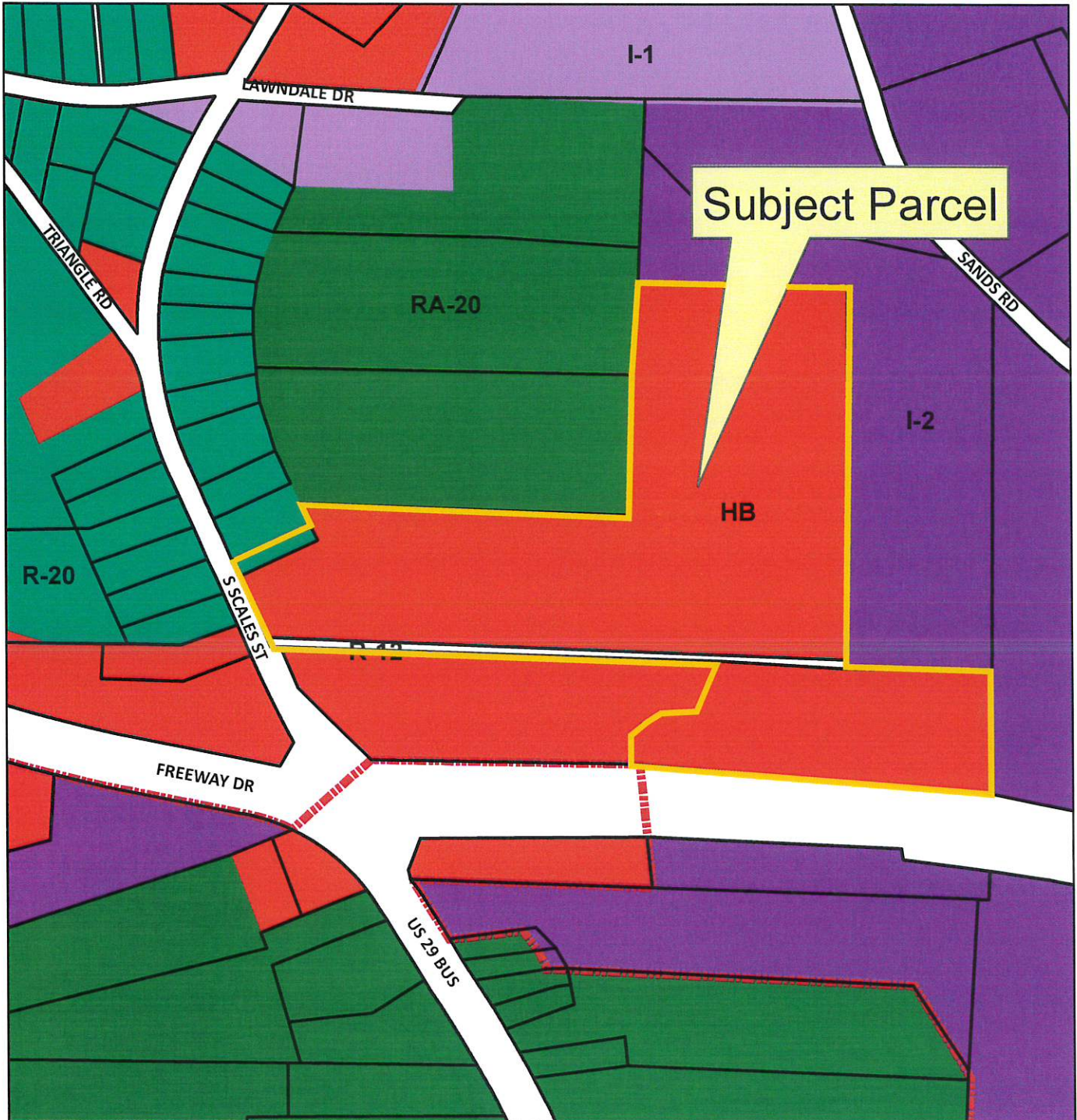


Prepared by:
City of Reidsville
Planning & GIS
Date: 2/9/2024

Request: R-20 to HB

Docket No.: Z 2024-02

City of Reidsville, NC Zoning Map



| ZONING DISTRICTS | |
|------------------|--------------|
| C | HB |
| O & I | I-1 |
| CB | I-2 |
| NB | R-6 |
| GB | R-12 |
| | RS-12 |
| | R-20 |
| | RA-20 |
| | CU R-6 |
| | CU R-12 |
| | CU RA-20 |
| | CU RS-12 |
| | CU O & I |
| | CU NB |
| | CU GB |
| | CU HB |
| | CU I-1 |
| | City Limits |
| | ETJ Boundary |



Prepared By:
City of Reidsville
Planning & GIS

Date: 2/9/2024

R-20 Permitted Uses

Amendments through January 1, 2021

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Accessory uses, including but not limited to fallout shelters, garages, guest houses, tool sheds, swimming pools | Note 1 |
| Agricultural uses, truck farms, excluding raising poultry or other livestock so as to create a nuisance to surrounding property owners | |
| Automotive parking lots serving uses permitted in district in which lot is located | |
| Cemetery or mausoleum | |
| Churches, synagogues, temples and other places of worship (including preschool child instruction and/or care carried on by churches, provided the operation is contained entirely on site) | Note 31 |
| Clubs and lodges, private, non-profit | |
| Day care facility in the Home for 6 or more children | Requires SUP |
| Dwellings, single family detached | |
| Dwellings, townhouses | Requires SUP/Note 25 |
| Dwellings, two family | |
| Family care homes | Note 6 |
| Fences and walls | |
| Fire and police stations, emergency services | |
| Flammable gas for heating premises on which located | |
| Golf courses, except par three or miniature courses | |
| Home Occupations | Note 2 |
| Modular Units (residential or commercial) | Note 28 |
| Nail Salon within the Home | Requires SUP |
| Nonconforming use, change or extension | Requires SUP |
| Private athletic fields, recreational buildings, playgrounds, no commercial gain, no automobile or motorcycle racing | |
| Private community building, not for commercial gain | |
| Public parks, cultural and recreational facilities | |
| Public utility facilities, pump stations, water tower, etc. | |
| Satellite dishes | Note 1 |
| Schools (academic); kindergarten, elementary, secondary, public or private | |
| Signs | Art. VI |
| Temporary building incidental to a construction project | |
| Therapeutic massage as a home occupation | Requires SUP |
| Tourist homes or bed and breakfast | Requires SUP |
| Townhouses (residential) | Requires SUP |
| Vehicle, junked | See Note 19 |
| Vehicle, nuisance | See Note 20 |
| Yard sales, rummage sales sponsored by non-profit organizations | |

R-20 Permitted Uses

Amendments through January 1, 2021

Description of District R-20
Residential District

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

HB Permitted Uses

Amendments through September 15, 2018

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Accessory uses, including but not limited to fallout shelters, garages, guest houses, tool sheds, swimming pools | See Note 1 |
| Adult Establishments | Requires SUP |
| Amusements, commercial including but not limited to bowling alleys, roller skating rinks; not including drive-in theaters, commercial stables, roller coasters, carousels, fairgrounds, automobile race tracks, circuses or the like | |
| Antiques and gift retail sales | |
| Appliance distributors, wholesale and retail | |
| Arts and crafts supply and retail sales | |
| Art studio, art gallery and museum | |
| Automobile accessories sales | |
| Automobile body shops, painting, upholstering and reconditioning | See Note 7 |
| Automobile car wash | |
| Automobile car wash, not automatic or self service, requiring no vehicle stacking | |
| Automotive parking lots serving uses permitted in district in which lot is located | |
| Automobile repair garages | See Note 7 |
| Automobile sales, new and used | See Note 26 |
| Automobile parking lots for public rental when not associated with an existing permitted use and with site plan approval by Planning Staff | See Note 9 |
| Automobile service stations, not including outside storage of used, wrecked, inoperable or dismantled automobiles | |
| Automobile service stations | See Note 7 |
| Bakeries selling at retail, products produced on premises | |
| Bakeries, bottling works | |
| Banks, savings and loan and similar financial institutions | |
| Beach Bingo Parlors | See Note 11 |
| Bicycle sales and repair | |
| Boatworks, marine sales, travel trailer sales, recreational vehicle and sales | |
| Book and stationery stores | |
| Building material sales and storage | See Note 7 |
| Carnivals, ferris wheels, rides (temporary) | |
| Carpentry shops | See Note 7 |
| Catering Establishments | |
| Churches, synagogues, temples and other places of worship (including preschool child instruction and/or care carried on by churches, provided the operation is contained entirely on site) | See Note 31 |
| Cleaners | |
| Clothing sales | |
| Clubs and lodges, private, non-profit | |
| Clubs and place of entertainment (commercial) | See Note 17 |
| Coal, coke, wood lots | See Note 7 |
| Coffee Shop | |
| Community Center, profit or non-profit or assembly or recreation | |
| Compartmentalized storage for individual storage of residential and commercial goods | |
| Condominiums (Office and Commercial) | |
| Construction storage yards, lumber yards | See Note 7 |
| Curb market, permanent | |
| Dairy bars including manufacturing of ice cream on premise | |
| Day care facility, children and adults with indoor activity area of at least 25 sq. ft. per person; for children outdoor play area of 75 sq. ft. per person and security fence at least 4 ft. high | |
| Drive-in restaurant | |
| Drive-in theater | Requires SUP |

HB Permitted Uses

Amendments through September 15, 2018

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Dwellings Permitted in Commercial Districts | Requires SUP |
| Exhibit Center/Event Center, not including recreational type events or spectator sport events | |
| Fabrication - light fabrication of items for sale on premises | Requires SUP |
| Fabrication of items not for retail sale on premises | Requires SUP |
| Feed, seed, fertilizer retail, no outdoor storage | |
| Fences and walls | |
| Fire and police stations, emergency services | |
| Flammable gas for heating premises on which located | |
| Fleamarkets and or sale of used goods when conducted within a permanent building (sale of used auto parts and accessories not permitted) | |
| Fleamarkets (commercial) and/or sale of used goods out-of-doors, provided that no sales area shall be located in any required yard and provided that parking spaces as required in the district where located shall be provided as specified in the zoning ordinance | See Note 10 |
| Florists and gift shops | |
| Funeral Homes including Crematories as an accessory use | See Note 33 |
| Furniture, retail sales | |
| Game Rooms | |
| Golf courses, par three, par two miniature courses | |
| Golf driving range | |
| Gymnasiums, spas, fitness | |
| Hardware sales | |
| Homeless shelters | Requires SUP |
| Hotels, motels | |
| Hunting Supply Sales | See Note 35 |
| Industrial supplies, machinery and equipment sales | |
| Internet Sweepstakes Café | Requires SUP |
| Laboratories, medical, dental | |
| Laundries | |
| Lock and gunsmiths | |
| Medical, dental, paramedical, chiropractor offices | |
| Microbreweries | See Note 37 |
| Mobile home sales, sale of agricultural implements, heavy machinery | |
| Modular Units (residential or commercial) | See Note 28 |
| Monument works, stone works | |
| Motorcycle, power saw, lawn mower repair | |
| Movie Theaters (indoor) | |
| Music Production and Recording | See Note 32 |
| News stands | |
| Nonconforming use, change or extension | Requires SUP |
| Nursery stock, greenhouses, (growing, cultivation) | |
| Offices | |
| Open air retail sale or display incidental to operation of an otherwise permitted use in a permanent building; no obstruction of parking areas or sidewalk, no outdoor storage | |
| Pawn shop | |
| Pet Grooming | See Note 34 |
| Photographic developing, processing and finishing | |
| Photographic studios including blueprinting | |
| Plumbing, heating, electrical contractors sales and service | See Note 7 |
| Poolroom (more than 60% of floor area for pool tables and playing pool) | |
| Printing or binding shop | |

HB Permitted Uses

Amendments through September 15, 2018

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Private athletic fields, recreational buildings, playgrounds, no commercial gain, no automobile or motorcycle racing | |
| Private community building, not for commercial gain | |
| Public parks, cultural and recreational facilities | |
| Public utility facilities, pump stations, water tower, etc. | |
| Public works, garages, storage | |
| Radio and television stations | |
| Repair and servicing of office and household appliances and equipment | |
| Restaurant, including all eating places except drive-in, 60% of sales must be in food products | |
| Restaurant, including all eating places except drive-in, 60% of sales must be in food products (with accessory uses) | Requires SUP |
| Retail business (excluding car sales) not otherwise listed including those conducting incidental light manufacturing or processing of goods above the first floor or in the basement to be sold exclusively on the premises and employing not more than 10 persons | |
| Satellite dishes | See Note 1 |
| Schools (academic); kindergarten, elementary, secondary, public or private | |
| Schools (Nonacademic); commercial, vocational, public or private including music and dance studio | See Note 24 |
| Service establishments, including but not limited to barber shops, small item repair shops, rental shops, custom fabrication, tailor shops, beauty parlors | |
| Sheet metal and/or roofing shops | |
| Shoe repair | |
| Shopping centers (more than 4 acres) | Requires SUP |
| Signs | Art. VI |
| Sign painting but not manufacturing | |
| Storage Building Sales | |
| Storage, Class I combustible liquids in underground tanks only when installed by certified service person and which meet all requirements of fire prevention code | |
| Storage, outdoor | See Note 7 |
| Storage, gas products for private use - above ground | See Note 13 |
| Storage, kerosene for commercial use - above ground - one 500 gallon tank per commercial property | |
| Storage of gas and petroleum products in quantities for distribution | |
| Stores or shops, retail, but not automobile sales or repair and not otherwise listed herein | |
| Temporary building incidental to a construction project | |
| Temporary housing non-profit | |
| Therapeutic massage | See Note 12 |
| Tire sales and service | See Note 7 |
| Townhouses (commercial) | |
| Transportation terminals, freight | |
| Upholstery sale and fabrication | |
| Vehicle, junked | See Note 19 |
| Vehicle, nuisance | See Note 20 |
| Veterinary establishments, inside kennel only | |
| Wholesale establishments | |
| Wholesaling of household furniture, furnishing and appurtenances | |
| Warehouses, sales or service | |
| Woodworking shops, millwork | |
| Yard sales, rummage sales sponsored by non-profit organizations | |

HB Permitted Uses

Amendments through September 15, 2018

Description of District HB **Highway Business District**

These districts are generally located on the major radial highways leading into and around the developed area and provide for retailing goods and services to the passing motorists and the local residences. Because these business areas are subject to the public view, which is a matter of important concern to the whole community, they should provide an appropriate appearance, ample parking, and be designed to minimize traffic congestion.



**CITY OF REIDSVILLE
DEPARTMENT OF PLANNING
& COMMUNITY DEVELOPMENT**

CONSISTENCY & REASONABLENESS DETERMINATION

The Reidsville City Council has reviewed **Case Z 2024-02**, rezoning from split zoned **Residential-20 (R-20) and Highway Business (HB) to straight Highway Business (HB)** and as required by North Carolina General Statute 160D makes the following findings:

1. The proposed action is found to be consistent with the adopted Reidsville Land Development Plan. This zoning amendment is supported by the intent and descriptions of **Growth Management Area 4 – Rural**.
 - A. This parcel is located in the **Growth Management Area 4 – Rural** according to the Reidsville Land Development Plan, and is characterized by large lot development, the preservation of undisturbed natural areas, and has an existing road network that can easily accommodate growth.
 - B. The Reidsville Land Development Plan prioritizes the preservation of undisturbed natural areas in **Growth Management Area 4 – Rural**.
 - C. The Reidsville Land Development Plan identifies an existing road network that can easily accommodate growth in **Growth Management Area 4 – Rural**.
 - D. Uses permitted within the **HB** district are compatible with a variety of land uses including those in the surrounding area.

2. The proposed action is found to be reasonable:
 - A. The subject property are adjacent to an existing **HB** district.
 - B. The uses allowed in the **HB** district are appropriate for the land, considering its effect upon the landowners, neighbors and community, and are generally harmonious with uses found in the area surrounding these properties.
 - C. The Land Development Plan supports the expansion of large lot development and the preservation of undisturbed natural areas in **Growth Management Area 4**.



**CITY OF REIDSVILLE
DEPARTMENT OF PLANNING
& COMMUNITY DEVELOPMENT**

DRAFT MOTIONS TO APPROVE/DENY

Below are suggested motions to either recommend the proposed zoning map amendment be approved or denied depending on the position the Council wishes to take on the case.

APPROVE

“I make a motion to recommend the proposed rezoning be **APPROVED** for the specified parcels to the requested zoning district based upon the **CONSISTENCY AND REASONABLENESS DETERMINATION** statements that are included in the Council agenda packet, submitted during the rezoning presentation and as may be amended, incorporated into the motion, to be included in the minutes.”

DENY

“I make a motion to recommend the proposed rezoning be **DENIED** for the specified parcels to the requested zoning district based upon [**INSERT INDIVIDUAL REASONING**], as may be amended and incorporated into the motion, to be included in the minutes.”

**A RESOLUTION ADOPTING A STATEMENT OF CONSISTENCY AND
REASONABLENESS REGARDING A PROPOSED AMENDMENT TO THE
CITY OF REIDSVILLE ZONING ORDINANCE**

ZONING MAP AMENDMENT

DOCKET # Z 2024-02

WHEREAS, pursuant to North Carolina General Statutes Chapter 160D-605, prior to adoption or rejection of any zoning amendment, the Reidsville City Council is required to adopt a statement as to whether the amendment is consistent with the Land Development Plan and why the City Council considers the action taken to be reasonable and in the public interest;

WHEREAS, on July 12, 2022, the Reidsville City Council adopted the Land Development Plan which included a Future Land Use Map. Plans such as the City of Reidsville Land Development Plan are not designed to be static but are meant to reflect the City of Reidsville's needs, plans for future development and to remain in compliance with North Carolina State Law and the City of Reidsville's ordinances;

WHEREAS, the City of Reidsville received a request to a parcel encompassing a total area of 30.3181 acres located along S. Scales Street, Rockingham County Plat Book 97, Page 66.

WHEREAS, On February 21, 2024, the City of Reidsville Planning Board voted to recommend to the Reidsville City Council that the rezoning request be approved.

STATEMENT OF NEED: The rezoning of the subject property would enable it to be utilized in a way that would benefit the City of Reidsville in future development and growth. These uses are compatible with the surrounding commercial and residential districts.

STATEMENT OF CONSISTENCY: The goals of the 2022 City of Reidsville Land Development Plan are to make smart growth decisions by carefully managing growth to:

- A. Revitalize downtown through new development and redevelopment.
- B. Encourage economic development and bring a greater variety of businesses to the City.
- C. Expand available housing stock with options that are attractive and affordable.
- D. Develop community based opportunities for children and young adults.
- E. Improve our parks, trail systems to promote greater Greenway connectivity.
- F. Promote long-term visions for greater connectivity, while preserving our sense of community.

STATEMENT OF REASONABLENESS: The Reidsville City Council finds the rezoning amendment reasonable, in accordance with G.S. 160D-605(b), as the subject property allows for the growth and expansion of neighborhoods supporting the local economic base of the City while improving access to quality open spaces and environmental amenities to improve the quality of life for all Reidsville residents.

WHEREAS, The Reidsville City Council has considered the written recommendation of the Planning Board and has held a public hearing on the proposed amendment, and the Council desires to adopt a statement describing why the adoption of the proposed amendment is consistent with the City of Reidsville’s Land Development Plan, and why the City Council considers the proposed amendment to be reasonable and in the public interest;

NOW THEREFORE, BE IT RESOLVED BY THE REIDSVILLE CITY COUNCIL THAT:

1. The Reidsville City Council finds that the proposed amendment to the City of Reidsville’s Zoning Map is consistent with the goals and recommendations of the 2022 City of Reidsville’s Land Development Plan.
2. At no time are land use regulations or plans of the City of Reidsville or any jurisdiction in the State of North Carolina permitted to be in violation of the North Carolina General Statutes.
3. Therefore, based upon the foregoing information, the amendment to the City of Reidsville’s Zoning Map is reasonable and, in the public’s best interest.

ADOPTED this the _____ day of _____, 2024 by the City Council of the City of Reidsville, North Carolina.

DONALD L. GORHAM, MAYOR, REIDSVILLE, N.C.

Angela G. Stadler, City Clerk

| Name1 | Name2 | TaxpayAddr | TaxpayCity | TaxpayStat | TaxpayZIP |
|------------------------|----------------|---------------------|------------|------------|------------|
| KATHLEEN BURCH CASSADY | | 2203 US 29 BUSINESS | REIDSVILLE | NC | 27320-1506 |
| DALE EVERETTE MCKINNEY | | 1040 FRANCES DR | REIDSVILLE | NC | 27320-7013 |
| DYLAN DENNY | ALYSSA ADKINS | 2616 S SCALES ST | REIDSVILLE | NC | 27320-6608 |
| MICHAEL P. BRANCH | JEAN V. BRANCH | 2620 S SCALES ST | REIDSVILLE | NC | 27320-6608 |
| DAVID VAUGHN | KENNETH VAUGHN | 201 CHICKASAW DR | REIDSVILLE | NC | 27320-7626 |
| PRIMAX PROPERTIES LLC | | 1100 E MOREHEAD ST | CHARLOTTE | NC | 28204-2815 |
| CAITLYN DANIELLE SHORT | | 2617 S SCALES ST | REIDSVILLE | NC | 27320-6607 |



THE CITY OF
Reidsville
NORTH CAROLINA

230 W. Morehead Street • Reidsville, North Carolina 27320 • (336) 349-1030 • Fax (336) 342-3649

NOTICE OF PUBLIC HEARING

Notice is hereby given that a meeting and public hearing will be conducted by the Reidsville City Council on Tuesday, March 12, 2024, at 6:00 p.m., in Council Chambers, City Hall, 230 West Morehead Street, Reidsville, North Carolina, to consider an application to rezone the following property located on South Scales Street, Rockingham County Plat Book 97, Page Number 66, from Residential-20 (R-20) and Highway Business (HB) to Highway Business (HB). Chad E. Abbott of C3 Design and Engineering submitted the application. (Docket No. Z 2024-02.)

A copy of the application further describing this request is available for public inspection in the Department of Community Development, City Hall, weekdays from 8:30 a.m. to 4:00 p.m. Should you have any specific questions about this request, please feel free to contact the Community Development Department at 336-349-1065. Interested parties will be given the opportunity to address City Council during this public hearing.

This 28th day of February, 2024.

Angela G. Stadler, CMC, NCCMC
City Clerk

The City of Reidsville shares the goals of the Americans with Disabilities Act, which protects qualified individuals from discrimination on the basis of disabilities and provides for equality of opportunity in the services, programs, activities and employment of the City. Any individual with a disability who needs an interpreter or other auxiliary aids or services for this meeting may contact the City of Reidsville at 336-349-1030 (Voice). The toll-free number for Relay North Carolina is 1-800-235-2962 (TT).

**Publish Dates in the Reidsville Review: Wednesday, February 28, 2024
Wednesday, March 6, 2024**



THE CITY OF
Reidsville
NORTH CAROLINA

230 W. Morehead Street • Reidsville, North Carolina 27320 • (336) 349-1030 • Fax (336) 342-3649

**CERTIFICATE OF MAILING NOTICES OF PUBLIC HEARING
TO PROPERTY OWNERS**

TO THE HONORABLE MAYOR AND REIDSVILLE CITY COUNCIL:

I, Angela G. Stadler, CMC, Reidsville City Clerk, do hereby certify that notices of the public hearing to consider a rezoning request to rezone the following property located on South Scales Street, Rockingham County Plat Book 97, Page Number 66, from Residential-20 (R-20) and Highway Business (HB) to Highway Business (HB) (Z 2024-, to be held on March 12, 2024, at 6:00 p.m. in the Council Chambers, 230 West Morehead Street, Reidsville, North Carolina, were mailed by first-class mail on the 27th day of February 2024, to all the owners of real property shown thereon.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the seal of the City of Reidsville, this 27th day of February, 2024.



Angela G. Stadler, CMC/NCCMC
City Clerk



THE CITY OF
Reidsville
NORTH CAROLINA

230 W. Morehead Street • Reidsville, North Carolina 27320 • (336) 349-1030 • Fax (336) 342-3649

MEMORANDUM

TO: Kathleen Burch Cassady
Dale Everette McKinney
Dylan Denny & Alyssa Adkins
Michael P. Branch & Jean V. Branch
David Vaughn & Kenneth Vaughn
Primax Properties, LLC.
Caitlyn Danielle Short
FROM: Angela G. Stadler, CMC/NCCMC, City Clerk *AS*
DATE: February 27, 2024
SUBJ: Public Hearing – March 12, 2024

Notice is hereby given that a meeting and public hearing will be conducted by the Reidsville City Council on Tuesday, March 12, 2024, at 6:00 p.m., in Council Chambers, City Hall, 230 West Morehead Street, Reidsville, North Carolina, to consider an application to rezone the following property located on South Scales Street, Rockingham County Plat Book 97, Page Number 66, from Residential-20 (R-20) and Highway Business (HB) to Highway Business (HB). Chad E. Abbott of C3 Design and Engineering submitted the application. (Docket No. Z 2024-02.)

A copy of the application further describing this request is available for public inspection in the Department of Community Development, City Hall, weekdays from 8:30 a.m. to 4:00 p.m. Should you have any specific questions about this request, please feel free to contact the Community Development Department at 336-349-1065. Interested parties will be given the opportunity to address City Council during this public hearing.

The City of Reidsville shares the goals of the Americans with Disabilities Act, which protects qualified individuals from discrimination on the basis of disabilities and provides for equality of opportunity in the services, programs, activities and employment of the City. Any individual with a disability who needs an interpreter or other auxiliary aids or services for this meeting may contact the City of Reidsville at 336-349-1030 (Voice). The toll-free number for Relay North Carolina is 1-800-735-2962 (TT).



THE CITY OF
Reidsville
NORTH CAROLINA

230 W. Morehead Street • Reidsville, North Carolina 27320 • (336) 349-1030 • Fax (336) 342-3649

Office of the City Manager

Date: March 5, 2024

To: Mayor Donald Gorham
City Council Members

From: Summer Woodard, City Manager

Subject: City of Reidsville Economic Development Strategic Plan

The City of Reidsville contracted with Sanford Holshouser to develop an Economic Development Strategic Plan for the City of Reidsville. The purpose of this plan is to assess growth opportunities for our residential, business and industrial communities in Reidsville. This plan also outlines the history of Economic Development in the City of Reidsville.

Please see the attached City of Reidsville Economic Development Strategic Plan. This plan was discussed in detail at the City of Reidsville's Annual Retreat on February 15, 2024.

If Council desires to approve this plan, the appropriate motion would be to adopt the Economic Development Strategic Plan as presented.

Strategic Economic Development Action Plan
The City of Reidsville, North Carolina



Sanford Holshouser Economic Development Consulting, LLC

Your Partner for Economic Prosperity



444 Parklake Avenue, Suite 200, Raleigh, NC 27612
919-653-7805 www.SHEDC.com

December 2023

STRATEGIC ECONOMIC DEVELOPMENT ACTION PLAN

CITY OF REIDSVILLE, NORTH CAROLINA



TABLE OF CONTENTS

| | |
|------------------------------------|----|
| Introduction and Overview. | 2 |
| Economic History | 4 |
| Current Conditions. | 9 |
| S.W.O.T. Analysis. | 11 |
| Conclusion | 12 |
| Recommendations. | 13 |
| Action Steps Matrix | 16 |



CITY OF REIDSVILLE, NC

STRATEGIC ECONOMIC DEVELOPMENT ACTION PLAN

INTRODUCTION

In March 2023, the position of Economic Development director for the City of Reidsville opened, and Sanford Holshouser Economic Development Consulting (SHEDC) was engaged for bridge management services until a new permanent director was hired (a service for which SHEDC was also engaged). In the meantime, SHEDC was engaged for a third service which was to develop a Strategic Economic Development Action Plan for guiding the city and the activities for the new director over the next few years.

Involvement with the bridge management work was invaluable for truly understanding the nature of the position and helped better define the job description used for the executive search as well as provide a solid basis for understanding the economic development challenges and opportunities of the city.

In addition, the SHEDC process involved a series of individual interviews and focus groups of local leaders to hear their perspectives and suggestions for what the economic development priorities of the city should be as well as what skills and experiences they thought the new economic developer should bring.

OVERVIEW

The City of Reidsville is in north central North Carolina within Rockingham County, a border county along the North Carolina - Virginia border. Situated on US 29, Reidsville is about halfway between Greensboro, NC (that state's 3rd largest city) and Danville, VA (that state's 27th largest city).

Considered a "small", "rural" town, Reidsville covers 14.79 square miles with a population of 14,566 within Rockingham County which covers 565 square miles with a population of 91,957. In North Carolina, Reidsville ranks as the 76th largest city by population (among 96 with at least 10,000 residents) and Rockingham County ranks as the 32nd largest county (among 100 counties). Reidsville is one of several municipalities in Rockingham County with the others being Eden (in the northern section of the county), Madison, Mayodan, Stoneville (all in western Rockingham), and Wentworth (the county seat in the center of the county). Reidsville and Eden are about the same population size while all the others are smaller.

Comparing population change from 2010 – 2020, Reidsville's population edged up slightly with an increase of 63 people representing a 0.4% increase. The Hispanic population grew the most of any race by 343 representing a 50% increase. Both White and Black populations decreased by -421/-5.7% and -188/-3.1% respectively. In comparison, Rockingham County experienced an overall population decrease of -2547/-2.7% with losses of both White and Black populations while the county's Hispanic population grew by 18% over the decade.



Median Household Income is \$34,221 for Reidsville and \$46,993 for Rockingham County both of which are below the state level of \$60,516. Poverty rates for city and county are 28.5% and 18.1% respectively and both are higher than the state level of 13.4%.

Education levels are an important demographic with site selection consultants when comparing locations. Census data is reported as the percent of population 25 years old or more having a High School diploma or higher *and* having a BS degree or higher and are reported at the city, county, and state levels. Reidsville's numbers are 80% with a high school diploma or higher and 20% with a BS degree or higher. Rockingham County reports 83% HS/ 15%BS and North Carolina comes in at 89%HS / 33%BS.

These and other statistics and demographics focused solely on the city or county, are, however, misleading as to Reidsville's true economic condition. Specific locations are often in proximity or commuting distance to other neighboring locations which can expand and enhance the economic profile of the primary location, and in most cases, significantly so. That is the case with Reidsville and the impacts from its proximity to Greensboro, NC (20 minutes to the south) and Danville, VA, (30 minutes to the north).

As mentioned earlier, Greensboro NC is that state's third largest city with a population of about 300,000. Greensboro is currently experiencing solid growth having had a 10% rise in population since 2010. Additionally, Greensboro has recently enjoyed several high-profile economic development wins including Toyota which is building an EV battery plant on a designated megasite about 15 miles south of the city, and Boom Supersonic, a manufacturer of supersonic jets, building an assembly plant on another designated megasite adjacent to the Piedmont Triad International Airport.

Danville VA has a population of about 42,000 which is slightly lower than the 2010 count; but, over the last couple of years, the city has been regaining population. It is anticipated Danville will get a significant fiscal boost from the revenues of a casino project being developed there which will be operated by Caesars Entertainment. A temporary facility is already operating while the permanent structure is under construction. Danville also has a +/- 3000-acre megasite intended to help it compete for the more traditional large, transformational economic development projects such as those mentioned above announcing in Greensboro.



As stated, Reidsville is located midway between Greensboro and Danville and connected to both via US 29, a four-lane facility currently being upgraded to interstate specifications in advance of re-designation as I-785. I-785 runs from the NC/VA state line in Danville southward connecting to I-840 (the northern loop around Greensboro) which, in turn, connects to I-85, I-40, and the Piedmont Triad International Airport.

Many of those interviewed anticipate Reidsville to have some measure of benefit from its proximity and connectivity to both Greensboro and Danville and the growth occurring in those communities. Of particular benefit to its proximity to Greensboro, Reidsville expects some housing and population growth locally as the cost of land and the more stringent development processes in a metropolitan market drive developers to

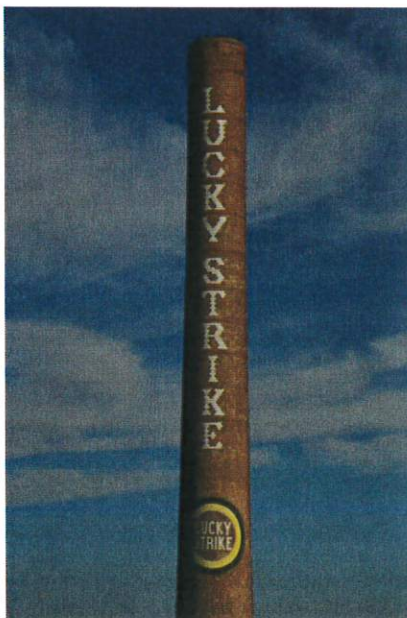


surrounding “halo” counties. Regarding proximity to Danville, Reidsville is positioned to enjoy some commercial growth along the US 29/future I-785 corridor as the Danville casino is expected to drive increased traffic along that corridor.

ECONOMIC HISTORY



The economic history of Reidsville has been largely connected to tobacco. Tobacco farming was the prevalent agricultural activity not only around the immediate vicinity of Reidsville, but also, more broadly, North Carolina and southern Virginia. With its proximity to the raw material, North Carolina (and central North Carolina in particular) was the perfect location for the manufacturing of tobacco-based products. Reidsville, along with Greensboro, Winston-Salem, and Durham, were the homes to the major tobacco companies – American Tobacco, Lorillard, R. J. Reynolds, and Liggett Myers.



Reidsville was the home of the F.R. Penn Tobacco Company when, in the early 1900s, it became part of the American Tobacco Company (ATC). At the time, ATC dominated the tobacco industry and, in fact, was one of the original twelve members of the Dow Jones Industrial Average. The Reidsville plant was one of four major production operations for the ATC and focused, primarily, on cigarettes. Charles A. Penn, a son of F. R. Penn, became Vice President of Manufacturing of the Reidsville plant in 1916 and, around that time, created a special blend of tobacco that became the basis for the *Lucky Strike* brand of cigarettes. *Lucky Strike* became one of the leading cigarette brands in the history of the industry; and, with that success, the Reidsville plant grew ultimately becoming where cigarette production for ATC was concentrated.

The American Tobacco plant was the largest manufacturer and largest employer in Reidsville for decades and its impact, along with that of the surrounding tobacco farming, defined not only the economy of the city, but also the community culture. Reidsville was a tobacco-based “company town”.



Similar economic stories occurred in the other communities of Rockingham County with other industry sectors as both largest industry and/or employer. Eden was a textile-based company town with (at the time) Fieldcrest as the largest employer. That was the scenario there until the late 1970s when Miller Brewing located a major beer brewery in Eden. In western Rockingham County, “plug” tobacco was the main industry in the early 1900s and spread over numerous small firms. After World War II, textiles emerged as the dominant local industry when textile giant, Burlington Industries, located facilities there.

Thus, from the early 1900s through the 1980s, there were three distinct areas of economic prosperity in the county each with its own community and character. Indeed, in each of the three “main economic areas” of the county – Reidsville (east), Eden (north), Madison, Mayodan and Stoneville (west), there developed around the factories, employee housing and population growth which was supported by a thriving retail sector characterized by hyper-local small businesses clustered within unique downtown areas. Reidsville became the largest of all the towns in the three economic areas with an expansive downtown area for a town of its size.

In 1995, after a series of court actions and corporate re-organizations, ATC became part of Brown & Williamson, which closed the Reidsville plant eliminating 1000 jobs and, thus, ending its central role in the life of the community. Indeed, the closing of the Reidsville plant (and other tobacco operations around the state) also meant losses in the related agricultural sector and, together, these losses had a devastating impact not only on those local economies, but also on the overall state economy.

National economic and political agendas at that time also had their negative impacts not only on tobacco but also, on textiles and, consequently, by the mid-1990s, the once-dominant industries and companies in each of the county’s three main economic areas either significantly downsized or closed.

INDUSTRIAL

Reidsville was, in the 1970s & 80s, best suited to weather the storm of a changing economic base and, except for the Miller Brewing plant coming to Eden, had been more successful at attracting other industrial companies thus better diversifying its tax and employment base. Interestingly, for example, Miller Brewing also located a can plant in Reidsville (where the current Albaad plant is today) to supply the Eden brewery.

Reidsville’s industrial diversification has been enabled primarily by having good industrial sites in the form of both stand-alone and business park settings. Watlington Industrial Park and adjoining land along Barnes Street are good examples of both types of site settings in proximity to each other. More recently, the Reidsville Industrial Park was developed, and the former ATC plant was purchased by an entrepreneur/investor who is re-purposing the facility for his ventures.

The Reidsville Industrial Park is a 200+ acre development located south of the city. Over the years, several companies established operations in the park which currently include: Amcor, Speedline, Sanritsu Logistics America, Guy & Oneil, and, most recently, Farmina. Farmina is an Italy-based manufacturer of pet foods. The project represents a \$29 million investment and will create 130 jobs and was a major “win” for Reidsville and the county. The plant is currently under construction.



With the location of Farmina, Reidsville Industrial Park has only one site of significant size remaining, that being a 32-acre parcel adjacent to Farmina. Rockingham County EDC secured a state grant to rough grade the site on a speculative basis and, as a result, is reporting ongoing prospect activity. Once that site is occupied, there is no specific “next” site/park in development. There are, however, other tracts that have been identified as having potential for industrial use. Securing and developing the next business park in Reidsville will be a priority in this plan.

The former ATC plant has been acquired by an entrepreneur and investor from Richmond, Virginia originally but who moved to Danville, Virginia upon purchase of the ATC plant.

The primary company occupying the building is Revend.com which warehouses and distributes toys for Amazon and Ebay. Other building improvements will provide space for offices and studio space for live streaming content about the toys. The owner reports he is holding some 250,000 square feet available for lease to other companies which might take advantage of the heavy utilities available in the building.

There is another local investor team which currently owns several smaller industrial buildings and is offering those spaces primarily for lease but will sell at the right price. This investor team is interested in other similar opportunities in the city.

Recognizing the need to bring similar diversification across the whole county, the county commissioners, in the mid-1980s, created a staff position for a professional economic developer and a “commission” of local business leaders from all areas of the county to guide the county-led economic development activities. Beginning in those early years, an industrial park was developed in Eden (initiated with a generous gesture by then-owner Fieldcrest, in advance of more downsizing, to make available some of its land holdings for new industrial development), a private non-profit development group was formed to provide funding support to compliment the county position, and a spec building was sited in Reidsville (what is, today, the Pella plant).

Over the ensuing decades, that county-based, professional economic developer position has now grown into a larger county department with more staff and even its own building on the county office campus in Wentworth (the county seat). The county economic development office is responsible for the industrial recruitment work for the entire county, including Reidsville, as well as tourism development and small business support.

The role of the city economic developer in the industrial recruitment process has been an area of tension between the city and county. The issue seems to stem from a general mistrust on both sides on several issues with, among them, how economic development (meaning, primarily, industrial recruitment) was handled.

The position of city economic developer is not a new or recent position to the city but rather has evolved through several iterations over the years. A position responsible for city business development had its beginnings as far back as 1976 when the Reidsville Downtown Corporation (RDC) was established, and a Municipal Service District was created to generate more parking for the downtown area. In 1984, Reidsville earned entrance into the NC Mainstreet Program and, at that time, the RDC became an advisory



group for the city's Main Street Program with an Executive Director position for the RDC created. The RDC had numerous directors over the ensuing years until 2006 when the city's first Economic Development Director position was created. That director was part of the city management team and oversaw the RDC director position. That director left in 2009 and, with a new person, the position transitioned back to Main Street Manager. With another staff change in 2014, the role changed again to Business Development Director that included oversight of the Main Street program as well as an expansion of duties to those of a more traditional economic development role. This is the point where the city and county positions, in their current forms, first interacted. In 2016, the city role was retitled Economic Development Director and duties included all those of a fully functional and independent local economic development office including: industrial recruitment, existing business retention and expansion, downtown development, retail and commercial business attraction, etc.

Thus, when the city role was expanded to its current form, some functions overlapped and the tension and mistrust mentioned earlier was only magnified; plus, confusion was created among outside economic development partners (particularly the developers with EDPNC) involved in the recruitment process about who the contact should be for projects considering Reidsville.

The on-going relationship between the city leadership and its new, permanent city economic development director and the leadership and staff of the county economic development department, will be integral to the implementation of this strategic plan and the future economic success of the city. This issue is addressed further in the recommendations section of this report.

DOWNTOWN / RETAIL / COMMERCIAL

The retail and commercial activity in Reidsville has followed the traditional pattern seen in many other towns beginning in a concentrated area near a major employer then, over time, extending beyond the central business district and scattering to other shopping centers and retail corridors along major roads.

Reidsville prospered during its "tobacco economy" years and a thriving "downtown" developed adjacent to the ATC plant serving the plant employees and the residents of the surrounding neighborhoods. Indeed, the size and nature of the buildings in today's central business district (CBD) are evidence of the prosperity of its past. Scales Street, between Morehead and Settle Streets, is a well-defined main corridor featuring multi-story, brick buildings with street-level storefronts facing Scales Street. More retail and commercial buildings are located behind the Scales Street buildings fronting Main and Market Streets and, together, these help to form a strong four-block CBD. The northern





end of the CBD terminated at the ATC plant. Going south, commercial development continued along Scales Street, and, over the years, extended well beyond the CBD in typical “suburban sprawl” development style of single use buildings on individual lots fronting the main corridor.

The next significant retail development for Reidsville was the Pennrose Mall located at the intersection of Scales Street and Turner Drive. Typical of similar developments of the 1970s, the mall is a single structure for multiple tenants anchored by major retailers of the day and surrounded by a massive parking lot.

As the road system serving Reidsville changed, the traffic patterns changed affecting where and how the population shopped for goods and services. Just as the Pennrose Mall eventually impacted the CBD, the mall was affected, in part, by the changing traffic patterns and emergence of new retail corridors. Today, the mall is still operating as a multi-tenant center but is not the community retail asset it once was.

The other more recent, primary retail/commercial locations for Reidsville are found along the entirety of the Freeway Drive corridor, a retail cluster at the northern end of Freeway Drive around its intersection with NC 14 (where Lowes is located), and a retail cluster around the Barnes St. / US 29 intersection. All these areas have also developed in the same suburban style of retail, commercial, and office developments mixed with or nearby to other uses. The businesses in these areas contribute significantly to the local economy via property and sales taxes as well as employment.

TOURISM

Another pillar of economic development involves tourism. Every location has historic, cultural, and/or scenic places that are not only special to local citizens, but also may be places to highlight and promote to tourists and visitors. While Reidsville certainly has its places of interest, it is not generally considered a “tourist destination”. Still, two places of note can be and are being leveraged:

The Penn House – a 12,500-square-foot home built in 1932 by Charles Penn. Now owned by the City of Reidsville, the Penn House is available as a venue for weddings and special events. A new 4720 square foot venue is under construction on the grounds to enable larger groups and events.

Lake Reidsville – a 750-acre lake features facilities for fishing, camping, hiking, and boating.



Another city asset that may be engaged in tourism efforts is the city’s **public parks system**. The system includes 10 areas sprinkled around the city offering facilities for people of all ages and interests.

Finally, the downtown area should continue to be enhanced and promoted as another area of interest to



tourists. An existing brochure titled *Walking in Downtown Reidsville*, produced by the city and RDC, highlights nearly a dozen places of interest with walking routes of different lengths. According to the brochure, the tour “reflects the historical development of the town” “with its diversity of structural types and styles”.



CURRENT CONDITIONS

INDUSTRIAL

Industrial development success in a community is largely driven by the availability of “product”. Product, in this case, refers to industrial sites and buildings.



In the Reidsville Industrial Park, there are a couple of small sites available but, as mentioned earlier, only one site of significant size (32-acres) remains and, because it is already rough graded, the RCEDC reports it is attracting interest. County and city leadership is aware that industrial site inventory in Reidsville is, at present, low and, if the graded site is taken, Reidsville will be without any significant land product.

Anticipating this, a study of land around Reidsville for the “next” possible site was conducted by an engineering firm in 2016 identifying potential sites.

However, to date, no actions have been taken by the county, city, private interests, or any combination to get “control” and secure entitlements on a specific tract or tracts for industrial use.

Regarding available buildings/spaces, the 250,000 square feet of space in the ATC plant being held as “available” by the owner offers a unique opportunity given the heavy utilities available in the space. (It should also be noted that working with the building owner to help Revend.com to grow and expand is also an important opportunity.)

Another significant space currently available in Reidsville is the +/-400,000 square foot Albaad plant (former Miller can plant) which features high bay warehouse space. The building is currently leased by Albaad but is available for sublease. After that, the inventory consists of some smaller industrial buildings and former retail buildings that could be converted into industrial.

The county and city jointly own a tract of +/- 125 acres located in the northeast corner of the US 29/Barnes Street interchange (behind Loves Travel). This property has been under local government ownership since the early 2000s when it was purchased in anticipation of the development of an equestrian center – to be



named *The Horse Park of the South*. That project did not happen and the “Horse Park site” remains open land today. That site is, generally, *not* considered as the best opportunity for “the next industrial park”. Still, given ownership by local governments, it does offer a good asset for other economic or commercial development.

In the most recent state budget, the county has been awarded an appropriation of \$21 million for the extension of a water line from Reidsville, going northward, to serve the community of Ruffin. Further discussion with the county will be necessary to understand what, if any, opportunities for industrial development for Reidsville may come from this new infrastructure expansion.

DOWNTOWN / RETAIL / COMMERCIAL

Along with identifying and securing the next industrial “product”, a major focus of this plan and important work for the next director will be working on the continuing redevelopment of the Reidsville CBD. A *Strategic Plan for Revitalization of Downtown Reidsville* was completed in 2007 and, though dated, offers a good analysis of conditions and suggestions for needed actions. Indeed, major city investments have since been made within the CBD including - a complete upgrade of the Scales Street streetscape and street surface between Settle and Morehead Streets, development of an all-inclusive public playground (behind city hall), and development of Market Square, a public space serving as a strong focal point for the CBD south end and a venue for arts, entertainment, and public gatherings.

There is enthusiasm and support for continued public involvement and investment in the CBD. Reidsville has been part of the NC Main Street program since 1984 and employs a full-time staff person as a Main Street Manager and there are two city-sponsored grant programs (for building improvements) available for businesses located within the primary CBD. The city is currently revamping its UDO including amendments to the regulations guiding business activity within the CBD. The city sponsors a Fall Festival, staged in the downtown area, which is a popular day-long event celebrating the autumnal season. In addition, there is a private non-profit, Reidsville Downtown Corporation (RDC), in place serving as an advisory group to the city.

Just outside of the primary CBD is another redevelopment opportunity, The Depot District. This is a multi-block area located, primarily, between S. Market Street and S. Harris Street and centered on Woonerf Street. A redevelopment master plan has been developed offering a roadmap and there has been some private developer interest. Along with the focus on the primary CBD, this district will be another key part of the economic development strategic plan and work focus for the new director. Just as the city is providing support for downtown, they are also providing substantial support for this district having recently approved hiring S&ME to (re)apply to the EPA for a brownfield grant for the district.

The Pennrose Mall still has some tenants – regional brands Belk and Roses being the two most prominent – but the overall appearance and condition of the building and parking lot convey an image of reduced activity. While the mall may continue as a retail center, it may also provide a redevelopment opportunity. Adjacent to but behind the mall, and facing Way Drive, is a separate building that was previously a grocery store. That building certainly has redevelopment potential as well and has been offered as potential industrial space.



Looking at the more current retail corridors and clusters noted above, The Horse Park site, as has been mentioned, is considered better for commercial development versus industrial; and, given it is publicly owned, may offer a developer a unique opportunity. While there may also be interest in the site from residential developers, certain conditions exist preventing the land from being developed residential.

On the other side of the same interchange, an investor has cleared a large swath of land in the southwestern quadrant along Barnes Street (behind Impex Automotive). While no plans have been submitted for a specific development, early conceptual plans indicate a mixed-use residential/commercial development. Thus, that entire interchange is anticipated to become an attractive location for future commercial growth with, possibly, some nearby residential as US 29 is re-designated to I-785 and traffic, resulting, in part, from the casino in Danville, increases.

STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS (S.W.O.T)

Through interviews and focus groups with city and county staff and civic and business leaders as well as direct involvement and observation, SHEDC can offer the following S.W.O.T analysis of the economic development environment in Reidsville.

Strengths

- **Location** – mid-state in NC, between Greensboro, NC and Danville, VA. Reidsville is anticipated to enjoy some growth due to proximity to these two neighboring markets.
- **Interstate I-785** – US 29 has been designated as I-785 and is being upgraded to reflect that status. 785 will be a major enhancement to the transportation infrastructure serving Reidsville as it is a direct connection (in under 30 minutes) to I-840 which is the northern loop around Greensboro and connecting directly to I-40, I-85, and the Piedmont Triad International Airport.
- **Reidsville Industrial Park** offers a certified and graded 32-acre industrial site.
- **Horse Park Site** is a +/-125-acre site jointly owned by county & city and located off a major I-785 interchange. Excellent site for commercial development.
- **Water and sewer** infrastructure is adequate to support growth.
- **Leadership** from management and council who are supportive of economic development.
- **ED office** has budget, equipment, materials, facilities, work environment, etc. to effectively conduct business.
- **Community partners** (RCEDC, Chamber, Main Street Manager, RDC, etc) are interested in collaborating with the city in economic development efforts.
- **Downtown** features an impressive cluster of structures that provide a strong sense of place. The streetscape upgrade has been completed and several new businesses have opened.
- **Penn House and Lake Reidsville** are two specific community assets most touted for enhancing local quality of life and economic activity.
- **Local healthcare** delivered by Annie Penn Cone Health hospital.

Weaknesses

- **Demographics** (census data) reflect stagnant growth, and an older, lower income population.
- **Low inventory of industrial product** (sites & buildings).



- **Community “curb appeal”** is important to economic development success. From the perspective of an industrial prospect, a community must be an inviting place for transferred and/or new employees. If appearances reflect that the community doesn’t invest in itself, why should that company invest there?
- **Lack of dining experience variety.**

Opportunities

- **250,000 square feet of unique industrial space** available within the former American Tobacco Plant and a current building owner/developer/tenant willing to partner with city.
- **The Depot District** is garnering some attention and offers a unique opportunity to further enhance activity in the downtown area.
- **Danville casino** is expected to increase traffic on I-785 which may increase commercial activity.
- **Horse Park and Impex sites** offer excellent commercial development opportunities.
- **New waterline to Ruffin area** may open new opportunities for sites.

Threats

- **Funding** for sites, downtown improvements, community amenities, etc. will be expensive.
- **Patience** in understanding that economic development is a process, not an event; and, that economic and community development investments named above will be ongoing and results will take time.
- **“Turfism”** issues create conflicts and/or repetitive actions that bleed funding and patience.

CONCLUSION

Reidsville is well positioned for continued economic growth. The city and its location have proven to be competitive and able to secure new industrial projects as most recently evidenced by the Farmina project. A couple of small sites remain in the Reidsville Industrial Park and preliminary steps have been taken to identify the next industrial park site opportunity. The ATC plant has available space serviced with a unique combination of utilities that may attract new types of corporate tenants to the city. Additionally, there are a few other industrial sites and buildings readily available as well as some existing and/or former commercial buildings available for re-use as industrial.

Demographics drive retail (or the lack of it) and Reidsville’s retail development is poised for in-coming growth as its demographics are changing driven by housing and population growth due, in part, to the spillover from the economic vitality of neighboring communities.

While that “spillover” is a welcomed growth generator, Reidsville must, more importantly, generate housing and population growth by improving upon and leveraging its own, inherent advantages. An example would be to focus on the city’s expansive parks system and Lake Reidsville and connecting them, eventually, with a greenway system. This has been a plan for several decades and should be renewed as a priority.



Reidsville has proven that big things can be done, especially when partnering with other agencies. In 2008, Reidsville received an ALL-AMERICA CITY award. This was a cooperative effort with the Reidsville Chamber of Commerce and three local agencies. It is reported that in accepting the award, the mayor at the time said, “we are a small city with a large heart”. Indeed, such community pride continues and is a characteristic of current city leadership. “Team Reidsville” is a moniker used by city leadership to build pride and teamwork among employees and citizens and is based on the history of success by the high school football program which has won 22 state championships.

Given the history of growth and development in Reidsville and the set of both challenges and opportunities it faces, SHEDC offers the following recommendations:

RECOMMENDATIONS

- ✓ Select, control, secure entitlements for another site for the next industrial park. The engineering (Timmons) study offers a high-level analysis of potential site areas; additionally, new opportunities north of the city may result from extension of water infrastructure toward Ruffin (made possible by an appropriation to the county in the recent state budget).
- ✓ Establish and maintain a good working relationship with the Rockingham County EDC (RCEDC). As has been stated earlier in this report, the RCEDC provides industrial recruitment services for **all** of Rockingham County **including Reidsville**. Regarding the recruitment process, SHEDC recommends that the city economic developer role be *complementary* to the RCEDC.
The county developer is regarded as the primary contact for Rockingham County particularly in the initial stages of the recruitment process including responses to RFIs, contact with the EDPNC developers and project consultants, management of the client visit process, etc. There is a role for the city developer in these initial steps of the process which is to serve as the city’s primary contact for the RCEDC, assisting them when called upon. It does not benefit the county’s economic development interests to actively exclude a Reidsville property from consideration when submitting sites/buildings for industrial projects. Projects go where there is “product” that meets their needs. If Reidsville has the right product, the county will bring the projects and work to locate them there (as happened with Farmina). Reidsville’s economic development priority must be on product development and let the county do the marketing and client handling. The city economic developer will have a more direct role in leading the product development aspect of industrial development in Reidsville keeping in mind that this too may still involve close cooperation with the RCEDC.
- ✓ Given the recommendation above, work with the RCEDC to determine the best way to leverage the Horse Park site for development.
- ✓ Consider developing a “spec” building; or, at a minimum, a developed site (as has been done on Lot 11 in the Reidsville Industrial Park). While developed sites are an excellent draw for client activity, existing buildings are even more of an attraction. According to EDPNC, most inquiries they receive are, at least initially, interested in existing buildings.



- ✓ Work with the owner of Revend.com / ATC building to ensure continued growth of that business and redevelopment of that facility.
- ✓ Revitalization of the CBD is a top priority. The complexity of downtown revitalization requires this item to be regarded as a separate economic development project. That said, Reidsville is not starting from zero as it has the existing *Strategic Plan for Downtown Reidsville*. However, an update is warranted as that work was done in 2007. Any updated plan should include a detailed inventory and analysis of the building stock. Identify and engage all stakeholders and partners such as Main Street Manager, RDC, Chamber of Commerce, business owners, building owners, etc. The downtown features an impressive building stock. Most structures are brick and multi-story offering storefronts on street level and one to two stories above. The upper floors may offer opportunities for office and/or residential development but, currently, are either empty or used for storage. It was stated in several interviews that getting building owners/landlords engaged and supportive for redevelopment is an issue. One idea the city can consider is to update the UDO to provide for a zoning category supportive of vertical mixed use.

One other consistent theme from interviews when discussing downtown was the need/desire for more “upscale” dining/restaurants and entertainment. Progress is being made, for example, as Lucky City Brewing has been revived and, under new management, is a unique local offering.

- ✓ Continue planning for and marketing the opportunity for redevelopment of the Depot District. The key to this specific redevelopment (as well as for downtown revitalization in general) will be attracting the right private investor(s) who will work with the city on a plan that meets mutual goals. The city is being very proactive in support of this redevelopment effort and should continue to do so when the right opportunities arise.
- ✓ The city economic developer should have a proactive BRE program for Reidsville-based industries but should work to coordinate those efforts with the RCEDC.
- ✓ Work to begin changing city demographics by focusing on activities to encourage and support housing and population growth. This may seem “nebulous” and overwhelming and, to be sure, will be a long process; but there are specific things the city can do and, with incremental changes over time, it can create a more livable community.

An example is community beautification projects and/or initiatives that will enhance Reidsville’s “quality of place” and “curb appeal”. Placemaking is economic development as beautification sends the message of community pride and progress that will impress not only visitors but also existing citizens. A model program can be found with the City of Burlington, NC which has a public-private partnership with a non-profit called The New Leaf Society. The New Leaf Society (www.newleafsociety.org) was founded with the mission of beautification of the city’s major intersections, corridors, and public spaces for the purpose of “enhancing economic prosperity”.

Partner with NCDOT in landscaping (and maintaining) the major interchanges along I-785 (as has recently been done at the Barnes Street interchange). Additionally, partner with appropriate agencies to designate the I-785 corridor (at least the section from the intersection of US 29 Bus. and US 29 north to the state line) as a scenic corridor.

The city has historically had plans for a citywide greenway system and portions of that system are complete. A greenway system that ties the park system to Lake Reidsville would offer citizens a quality-of-life amenity and would be a strong draw for housing developers.

At the same time, nuisance abatement and code enforcement must also continue as necessary ongoing city activities though these are more complicated and time-consuming processes.



Reidsville is committed to building a “livable” city and there are many things to work on. A possible source for a “menu” of things to work on or where to focus efforts is the WalletHub survey of “Best Small Towns”. They review 5 Dimensions of Places and 45 Metrics within those dimensions. The five dimensions are: Affordability, Economic Health, Education & Health, Quality of Life, and Safety.

A sampling of the metrics includes Median Household Income, Homeownership, Cost of Living, Population, Income, & Job growth, Levels of Poverty, Graduation Rates, Population 25 & Older with Degrees, Number of Restaurants, Bars, Clubs, Museums, Parks, etc. Per Capita, and Crime Rates.

It should be noted that while this recommendation has economic development justification and benefits, implementation of its various components may not necessarily involve the economic development director but rather, more likely, be shared among other city departments and staff.

- ✓ Define and market a city identity. Reidsville citizens strongly identify with their tobacco legacy as well as their success with high school football. The TEAM REIDSVILLE concept may have been initiated as a branding strategy based on the football history but seems to be utilized more for motivational and team-building purposes among city staff and not necessarily adopted by citizens or tourists as Reidsville’s identity. Consider a strategy similar to that of Lexington, NC which, because they are known for barbecue, adopted “the pig” as their identity. Chicago, IL similarly adopted “the cow” as an identity figure based on their history as a center for all things “beef”. Some businesses in Reidsville are using tobacco-based themes for their enterprises such as Luck City Brewing and the Lucky Strikes baseball team. If the high school football identity were to be employed, there are a number of football-based visuals/themes that could be employed with the most obvious being the football. Consider creating The NC High School Hall of Fame and basing it in Reidsville. This would differentiate from the Reidsville High School Football Hall of Fame, the NC High School Athletics Association Hall of Fame, and the NC Sports Hall of Fame.

As is often the case in sports, people love a comeback story and Reidsville is making an economic comeback. New housing is being built and new businesses are locating here. New opportunities for economic growth abound with improving connectivity via I-785, new waterline, growth of neighboring communities, and renewed interest in the downtown area. The park system and Lake Reidsville provide the infrastructure for enhancing the quality of place for citizens and another asset to increase visitor activity.

Indeed, this small city with a big heart is taking the steps it can and must do, in order to build a more diverse economic foundation for a more prosperous future.



Action Steps Matrix

| Recommendation Category | | Action Steps | Timeframe for Completion | | | | | | |
|--------------------------------------------------|-------------------------------------------------------------|--------------|--------------------------|--------|--------|--------|--------|----------|--|
| | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | On-going | |
| NEXT INDUSTRIAL PARK | | | | | | | | | |
| | Coordinate with RCEDC | | X | | | | | | |
| | Review Timmons study, etc for possible sites | | X | | | | | | |
| | Select top priority | | X | | | | | | |
| | Determine strategy for acquisition / improvements, etc | | X | | | | | | |
| | Due diligence, acquisition | | | X | X | | | | |
| HORSE PARK SITE | | | | | | | | | |
| | Coordinate with County | | X | | | | | | |
| | Review agreement / other conditions | | X | | | | | | |
| | Possible amendment(s) to agreement(s) | | X | X | | | | | |
| DEVELOP A SPECULATIVE INDUSTRIAL BUILDING | | | | | | | | | |
| | Coordinate with RCEDC | | X | | | | | | |
| | Review building demand (EDPNC requests) and local inventory | | X | | | | | | |
| | Develop strategy | | X | | | | | | |
| | Determine development partner(s) | | | X | | | | | |
| | Initiate project | | | | X | X | X | | |
| DOWNTOWN REVITALIZATION | | | | | | | | | |
| | Identify and organize interested parties | | X | | | | | | |
| | Identify and engage consultant | | X | | | | | | |
| | Update existing plan | | | X | | | | | |
| | Initiate recommendations | | X | X | X | X | | | |



| Recommendation Category | | Action Steps | Timeframe for Completion | | | | | | |
|--------------------------------------------------------------------------|-----------------------------------------------------------|--------------|--------------------------|--------|--------|--------|--------|----------|--|
| | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | On-going | |
| RE-DEVELOP DEPOT DISTRICT | | | | | | | | | |
| | Identify and organize interested parties | X | | | | | | | |
| | Identify and engage consultant | | X | | | | | | |
| | Update existing plan | | X | | | | | | |
| | Initiate recommendations | | | X | X | X | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| ESTABLISH A BRE PROGRAM (EXISTING INDUSTRY RETENTION / EXPANSION) | | | | | | | | | |
| | Coordinate with RCEDC | X | | | | | | | |
| | Establish program for engagement with existing industries | X | X | X | X | X | | | |
| | | | | | | | | | |
| QUALITY OF PLACE PROJECTS | | | | | | | | | |
| | Identify and organize Task Force | X | | | | | | | |
| | Identify and prioritize projects | X | | | | | | | |
| | Determine and secure funding | | X | X | | | | | |
| | Initiate projects | | | | X | X | | | |
| CITY IDENTITY & MARKETING | | | | | | | | | |
| | Identify and organize Task Force | | X | | | | | | |
| | Review previous and existing branding | | X | | | | | | |
| | Gather input (meetings, surveys) | | | X | | | | | |
| | Develop/refresh identity and marketing plans | | | X | | | | | |
| | Implement marketing plan | | | | X | X | X | | |



MEMORANDUM

TO: Summer Woodard, City Manager
FROM: Josh Beck, Public Works Director
RE: Piedmont Street & Annie Penn Outfall Rehabilitation – Recommendation of Engineering Firm
DATE: March 12, 2024

The Engineering Division prepared a Request for Qualifications (RFQ) for local engineering firms to respond on the proposed Piedmont Street and Annie Penn Sewer Outfall Rehabilitation Project. The scope of work includes evaluating the current conditions of the sewer mains for necessary rehabilitation using typical trenchless methods as well as design some minor relocations where sewer mains appear to be previously built upon. The selected firm will also install several flow meters to evaluate potential inflow and infiltration (I&I) in this particular section to assist with future studies and proper pipe sizing.

The RFQ for Engineering Services was emailed directly to the following eight qualified engineering firms as well as published in the Greensboro News & Record:

1. Stimmel & Associates
2. Hazen & Sawyer
3. Davis, Martin & Powell (DMP)
4. Arcadis
5. FEI Consulting
6. McGill Associates
7. Green Mountain Engineering
8. WithersRavenel

Stimmel & Associates, Hazen & Sawyer, and Arcadis all indicated that they have a heavy backlog of work so they declined the opportunity to work on this project; however, we did receive a proposal back from DMP. No response was obtained from the other four firms.

Request:

Based on the one proposal received and knowledge of DMP's municipal experience with this type of work, staff recommends to City Council that we select DMP for the proposed Piedmont Street and Annie Penn Sewer Rehabilitation Project. If approved, staff will then schedule a meeting to begin contract negotiations for your approval at a future City Council meeting.



MEMORANDUM

TO: Summer Woodard, City Manager
FROM: Josh Beck, Public Works Director
RE: WWTP BNR Project – Engineering Contract Amendment
DATE: March 12, 2024

The original contract with McGill Associates for the WWTP Biological Nutrient Removal (BNR) Project was signed on April 10, 2018. Since then, the project was held up for a number of years due to no fault of the selected engineering firm. Furthermore, during our first bid process with this project, several interested construction firms mentioned that the timeline to complete the scope of work was not obtainable post Covid-19 due mainly to equipment lead times. To promote competitive bidding and gain more interest in the project, a decision to extend the construction timeline from 10 months to 18 months was made as well as provide a 6-month delayed notice to proceed. Additionally, since the bids came in higher than originally anticipated, McGill Associates had to rebid the project a second time and modify all bid documents according to the requested revisions once appropriate funding was secured. Finally, section 5 – Period of Service, item 5.2 of the signed contract indicates that if the project is delayed significantly for reasons beyond the Engineer’s control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation. For these reasons outlined above, the engineers are asking for additional compensation for their bidding services and construction administration services. Specifically, they are asking for an additional \$6,000 for bidding and award services for a total of \$18,000 and an additional \$220,000 for construction administration services for a total of \$465,000.

Request:

Based on review of the current contract, requested extension of construction duration and events surrounding the previous two bidding phases, staff recommends acceptance of this contract amendment for the WWTP BNR Project with McGill Associates. It should be noted that the previous funding application to the State included the increases outlined above to ensure all necessary funding was in place should Council approve this amendment.

AMENDMENT NO. 1

to the

AGREEMENT FOR ENGINEERING SERVICES – DATED APRIL 10, 2018

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good valuable consideration, the parties agree to amend the Agreement for Engineering Services as follows:

Section 2 – Basic Services shall be amended as follows:

2.3 BIDDING AND AWARD PHASE – ADDITIONAL SERVICES

2.3.8 Perform Tasks 2.3.1 through 2.3.7 in the Agreement for Engineering Services for a second time. Services also include bidding documents updates prior to the second bidding period.

2.4 CONSTRUCTION PHASE

2.4.21 Additional construction phase services and CFR time related to postponing the construction start date by over 3 years, increasing the pre-construction duration up to six (6) months, and increasing the construction contract time by eight (8) months.

Section 6 – Payment to the Engineer, Article 6.1.1 shall be amended to include the following lump sum fees:

6.1 PAYMENT FOR BASIC SERVICES

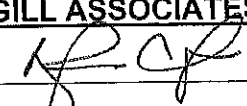
| | |
|---------------------------------------------|-----------|
| Bidding & Award Phase – Additional Services | \$18,000 |
| Construction Phase – Amended | \$465,000 |

In accordance with the Agreement for Engineering Services, the Owner agrees to pay the ENGINEER the amounts noted above for the Additional Services rendered as outlined in this Amendment No. 1.

CITY OF REIDSVILLE

McGILL ASSOCIATES, P.A.

Donald L. Gorham
Mayor



Douglas Chapman, PE
Vice President – Regional Manager

Date: _____

Date: 1.4.24

ATTEST: _____

Angela G. Stadler, City Clerk

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____

Chris Phillips
Assistant City Manager/Finance Director



MEMORANDUM

TO: Summer Woodard, City Manager
FROM: Josh Beck, Public Works Director
RE: Water Treatment Plant Contract with Allumia/Duke Energy
DATE: March 12, 2024

The City of Reidsville Water Treatment Plant was originally constructed in 1978. Throughout the operations building, high service pump building and chemical building, it has over 150 light fixtures which are mostly original and typically incandescent lighting. Incandescent light fixtures use about 5 times more electricity than LED light fixtures and have an average shorter life span.

The water plant is looking to work with Allumia, a partner with Duke Energy to replace lights in the buildings at the plant and install motion sensors to allow better energy savings. The water plant also would gain better lighting in working areas of the plant that are poorly lighted currently.

Allumia has done a cost saving analysis and determined that this would save the water treatment plant an average of \$710 a month in electricity cost.

The program is funded upfront by Allumia and repaid by the City of Reidsville over a 7 year contract. The City of Reidsville's payment to Allumia each month would be \$639. This would be an estimated net savings of \$71. After the 7 years, the equipment would be fully owned by the City of Reidsville.

This project comes with money savings, a lower carbon foot print, but mostly it comes with brighter lights throughout the water plant in areas which will increase safety for our staff.

MASTER SERVICES AGREEMENT 1

This **Master Services Agreement** (this "**Agreement**") is entered into as of _____ [to be filled in with date of full execution by both parties], (the "**Effective Date**"), between _____, a North Carolina ("**Customer**") and **Allumia, Inc.**, a Delaware corporation ("**Allumia**") (individually or collectively referred to as the "**Party**" or "**Parties**") for services to be performed at the site or sites (each a "**Site**") each more particularly described in a Site and technology-specific addendum in the form of Exhibit A (each a "**Site Addendum**"). Each Site Addendum executed by the Parties shall be deemed an additional Addendum to this Agreement. Site Addenda may be agreed to from time to time by the Parties to add Sites. Site Addenda shall be numbered successively by Site, e.g. Site Addendum – 1, Site Addendum – 2, with each technology employed at the Site addressed in a technology-specific-Site Addendum, e.g. Site Addendum – 1 – Lighting; Site Addendum – 1 – HVAC; Site Addendum – 1 – Refrigeration).

1. **Services Provided by Allumia.**

A. **Installing Site Equipment.** Allumia shall design, procure, install, and test energy efficient equipment and systems for the Site, consisting of equipment and controls specified in the applicable Site Addendum (the "**Site Equipment**"). The Site Equipment includes electrical power meters to monitor and measure the energy consumption of the Site Equipment (collectively the "**Meters**").

B. **Operating and Maintaining Site Equipment.** The operation and maintenance of Site Equipment for each technology shall be as follows:

(1) **Lighting:** For each Site, Allumia shall be responsible for furnishing adequate replacement inventory for the Site Equipment for the duration of the Site Addendum Term as well as all replacement labor for the first year of the Site Addendum Term. After the first year of the Site Addendum Term, Allumia shall contract and pay for any labor requiring, by local code, a licensed contractor specific to the Site Equipment while Customer shall be responsible for any other labor. Allumia represents and warrants that the Site Equipment is of high quality and adequate for the purposes set forth in this Agreement.

(2) **HVAC and Refrigeration:** For each Site, for the duration of the Site Addendum Term: (i) Allumia shall be responsible for contracting and paying for adequate replacement inventory for the Site Equipment as well as any associated replacement labor; and (ii) Allumia shall work with Customer's electrician or service technician to diagnose issues with Customer's Equipment that might involve the Site Equipment, and Allumia will promptly reimburse Customer for the reasonable cost of any diagnostic work or maintenance on Customer's Equipment to the extent caused by failure of or defects in the Site Equipment. Allumia represents and warrants that the Site Equipment is of high quality and adequate for the purposes set forth in this Agreement. Except as provided above, repair, replacement, and maintenance of equipment not outlined in the Site Addendum shall be the responsibility of the Customer.

C. If the electrical system for the Site would require installation of more than two electrical power meters to wholly monitor the circuit-level performance of the Site Equipment, Allumia shall be entitled to infer Hours of Operation (defined below in Section 2) and New Energy Consumption (defined below in section 2) by directly metering or by monitoring representative subcomponents of the Site Equipment or customer's equipment, provided that Hours of Operation and New Energy Consumption may be fixed at a monthly or daily rate in the applicable Site Addendum.

2. **Payments by Customer.**

A. **Efficiency Fee.** Except as otherwise provided in a Site Addendum, the Efficiency Fee is based on reduction in overall energy usage (the "**Energy Savings**") calculated as follows:

(1) **Energy Savings.** Customer's existing equipment (the "**Original Equipment**") has an energy consumption profile that draws a defined amount of electric power (the "**Power Consumption**", measured in watts or kilowatts), as set forth in the Site Addenda (the "**Original Power Consumption**"). The "**Original Energy Consumption**" is the amount of energy (measured in kWh) that would have been consumed by the Original Equipment at the Original Power Consumption for the Hours of Operation. The "**Hours of Operation**" shall be the actual hours of operation of the directly metered Site Equipment, provided that if the Site Equipment includes power controls regulating customer's equipment, the Hours of Operation shall be equal to the amount of time that the directly metered

Site Equipment or Customer equipment would have been on without those controls. The “New Energy Consumption” is the amount of electricity (measured in kWh) actually consumed by operation of the Site Equipment and the Customer equipment regulated by the Site equipment (collectively the “System Equipment”) over the same time period. The difference between the Original Energy Consumption and the New Energy Consumption is referred to herein as the “Energy Savings”.

(2) **Cost Savings.** The “Cost Saving” is the product of the Average Energy Price (as defined herein) and the total Energy Savings. “Average Energy Price” is the sum of all variable energy costs paid by Customer to their energy provider in a given billing period, divided by the total energy use in kilowatt hours reported by the Energy Provider for that period. This calculation shall be made separately for any portions of the System Equipment controlled separately, with the results aggregated into a consolidated Cost Savings.

(3) **Efficiency Fee.** Customer shall pay a monthly “Efficiency Fee” that is the Billing Percentage as set forth in the applicable Site Addendum multiplied by the Cost Savings:

(4) Expressed as equations, the calculations are:

Energy Savings = (Original Power Consumption x Hours of Operation) – New Energy Consumption (Measured in kWh)

Cost Savings = Average Energy Price x Energy Savings

Efficiency Fee = Cost Savings x Billing Percentage

The Parties recognize that the Average Energy Price may change from time-to-time. Customer shall provide Allumia with copies of each monthly bill received from the Energy Provider within ten days of receipt of such bill. If Customer fails to provide Allumia with such bills, then for any period in which the appropriate bill has not been provided, Allumia shall be entitled to calculate the Efficiency Fee using an Average Energy Price based on 125% of the highest Average Energy Price during the last twelve (12) months for which bills were provided.

The Parties further recognize that Allumia may experience a connectivity failure resulting in a loss of communications with a Meter for reasons including but not limited to a loss of electrical power to the Meter, changes to Customer’s internet security permissions, wireless internet reception failure, or failures of the Site Equipment (a “Connectivity Failure”). In the event of a Connectivity Failure occurring within a single monthly billing period, the Energy Savings during the days of interruption for the System Equipment whose performance is calculated based on the affected meter(s) shall be calculated using the prorated daily Energy Savings for that System Equipment for the period of the month during which there was no Connectivity Failure. In the event of a Connectivity Failure occurring during more than a single monthly billing period, the monthly Energy Savings during the days of interruption for System Equipment whose performance is calculated based on the affected Meter(s) shall be calculated (with proration for any partial month) using the average monthly Energy Savings for that System Equipment for the period from the Commissioning Date to the date of the Connectivity Failure. If the project savings and kwh rate are specified in the Site Addendum, the customer will not need to provide bills or ensure connectivity for meters.

B. Invoice and Payment. For each Site, Customer shall pay to Allumia the Efficiency Fee on a monthly basis from the Commissioning Date through the end of the Term. Allumia shall deliver a monthly invoice (the “Invoice”) setting forth the Efficiency Fee for all Energy Savings delivered in the previous calendar month, in addition to any other payments owed under this Agreement. Upon Customer’s request, Allumia shall also provide the raw data, in CSV format, as recorded by the Meter. Any applicable sales or use taxes shall be added to the Invoice. Customer shall pay the Efficiency Fee on or before the 15th day following Customer’s receipt of such Invoice (the “Due Date”). Any amounts not received by the Due Date shall accrue interest at a rate equal to the lesser of 1.5% per month and the maximum legal rate, compounding monthly (the “Interest Rate”) calculated from the Due Date through the date actually paid.

C. Time for Review. Customer shall have 30 days following the date of any Invoice to dispute the Efficiency Fee set forth; if it fails to object in writing within such period it shall be deemed to have waived its right to dispute such fee. The Efficiency Fee shall be payable when due under Section 2(B) notwithstanding any dispute; any correction to the Efficiency Fee shall be made by refund within 30 days after resolution of the dispute.

3. Grant of License.

Customer grants to Allumia a non-exclusive license (the “License”) to access and use each Site for the

installation, operation, maintenance, monitoring, modification and removal of the Site Equipment and removal of existing equipment in accordance with this Agreement from the Site Addendum Effective Date through the end of the Site Addendum Term and for 60 days thereafter. Customer represents and warrants that it is the owner of the Site and/or is a lessee of the Site, has full authority to grant the License herein, and no other person or entity has a legal right to prevent installation or operation of the Site Equipment on the Site. Any concurrent use of the Site by Customer shall not materially interfere with Allumia's operations.

4. Development, Design, and Installation.

A. **Development by Allumia.** Following each Site Addendum Effective Date, Allumia shall use its commercially reasonable efforts to (i) apply for and obtain all state, federal and local governmental approvals necessary to install and operate the Site Equipment; and (ii) retain and hire a qualified installer (the "Installer") to install the Site Equipment in the appropriate timeframe (each of (i) and (ii), a "Development Task").

B. **System Design.** The section "Site Equipment and System Design" of each Site Addendum shall serve as a system design, setting forth a general description of the Site Equipment, including the site plan, system design, and equipment specifications (the "System Design"). Customer shall have 15 days to review or request modifications of the System Design (the "Design Review Period"). The Parties shall cooperate in good faith to modify the System Design to both Parties' satisfaction. Upon Customer's written approval or the conclusion of the Design Review Period, the System Design shall be deemed final and binding on both Parties (the "Final Design") provided that (i) the System Design may be amended during the Installation process upon written consent from both parties; and (ii) Allumia may, at any time, replace any portion of the Site Equipment with equipment of similar or superior specifications at its sole discretion. If, after Customer's approval of the System Design and before the Commissioning Date (as defined herein), Customer terminates this Agreement or a Customer Default occurs, Customer shall be liable to Allumia for all costs and expenses incurred by Allumia arising from its Development Tasks performed prior to the date of termination and all costs and expenses incurred by its Installer .

C. **Commencement of Installation.** Upon Customer's written approval of the Final Design, Allumia and its Installer shall commence installation and construction of the Site Equipment unless Allumia has determined prior thereto that (i) the governmental approvals cannot be obtained through commercially reasonable efforts, or (ii) the cost of installing and operating the Site Equipment, based on Allumia's analysis, is not commercially viable. Upon such a determination in (i) – (ii), Allumia may terminate the Site Addendum related to that Site upon written notice to Customer and neither Party shall have any further obligations or liability under this Agreement.

D. **Customer's Right to Terminate.** If (i) Customer rejects Allumia's proposed Final Design, or (ii) Allumia has not, within 12 months after the Site Addendum Effective Date, delivered to Customer a Final Design and commenced installation of the Site Equipment, then Customer may terminate this Agreement as to the applicable Site by written notice to Allumia, and neither Party shall have any further obligations or liability under this Agreement with respect to such Site.

E. **Customer Change Orders.** If, after Customer's approval of the Final Design, Customer requests any work, equipment or design element that deviates from the Final Design (a "Change Order"), Customer shall so notify Allumia in writing. Allumia shall have no obligation to execute such Change Order, but shall work in good faith with its Installer to accommodate the Change Order; *provided*, that Customer shall pay for any additional costs arising from such Change Order within 30 days of receipt of invoice from Allumia. Any such amount not paid when due shall accrue interest at the Interest Rate calculated from such due date through the date actually paid.

5. Term.

The term of this Agreement shall commence on the Effective Date and continue thereafter until expiration of all Site Addenda (the "Term"). For each Site, the Site Addendum shall be effective on the date of full execution of the Site Addendum by both parties (the "Site Addendum Effective Date"). The term of the Site Addendum shall begin on the Site Addendum Effective Date and shall continue for the number of years specified in the Site Addendum as measured from the Commissioning Date (as hereinafter defined) (the "Site Addendum Initial Term"), unless and until earlier terminated pursuant to the provisions of this Agreement. The Parties may by mutual written consent renew the Site Addendum for any Site for periods of one (1) or more years (each a "Site Addendum Renewal Term"). "Commissioning Date," specific to each Site means the date upon which installation of the Site Equipment is substantially complete subject only to punch list items and the Site Equipment is fully operational. Allumia may, for

billing convenience, designate the first day of the first month after installation of the Site Equipment is substantially complete as the Commissioning Date for that Site. The Site Addendum Initial Term and Site Addendum Renewal Term, if any, shall be referred to collectively as the "Site Addendum Term." Allumia shall notify Customer 60 days prior to the expiration of each Site Addendum Term.

6. Equipment Disposition.

~~A. — At the end of the term, Allumia will abandon all equipment in place. **Customer's Right to Purchase.** At the expiration of each Site Addendum Term Customer shall have the right to purchase the Site Equipment installed pursuant to that Site Addendum for the Option Price by notifying Allumia in writing at least 30 days prior thereto.~~

~~B. — **Purchase Option Price.** The "Option Price" of the Site Equipment shall be determined by its Fair Market Value (as defined herein). "Fair Market Value" or "FMV" means, with respect to the Site Equipment, as of the day of determination, the price that would be negotiated in an arms' length, free market transaction for cash between an informed, willing seller and an informed, willing buyer unrelated to seller. For purposes of this definition, the premise of value shall be value in exchange and the cost of removal of the Site Equipment from the Site and restoring the Site to an operating condition substantially similar to its original operating condition shall be deducted in determining the FMV. The equation below is illustrative of the calculation of FMV.~~

$$\text{FMV} = (\text{Arm's Length Price of Used Site Equipment}) - (\text{Cost to Remove Site Equipment and Restore Site})$$

~~If the Parties cannot mutually agree on its Fair Market Value within 10 days after Customer's notice to Allumia, the Parties shall select, at the Parties' equally shared expense, a nationally recognized independent appraiser with experience and expertise in the energy efficiency industry. Such appraiser shall act reasonably and in good faith to determine Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error; provided, that Customer may rescind its offer to exercise the Purchase Option within 10 days following such appraisal provided that if Customer rescinds its offer it shall pay all the costs of the appraisal. The appraisal report must be USPAP compliant and meet all applicable AICPA guidelines for the appraisal of assets. The Parties shall bear equally the cost of the appraisal.~~

~~— **Closing and Costs.** In the event Customer exercises the purchase option, the Parties shall, within 30 days of the determination of the Option Price (the "Purchase Closing Date"), (i) prepare all documents necessary to cause title to the Site Equipment to pass to Customer, with execution of such documents occurring on or before the end of the applicable Site Addendum Term, and (ii) Customer shall pay the Option Price to Allumia in accordance with any previous written instructions delivered to Customer for payments under this Agreement. Customer's purchase of the Site Equipment under this Section 6 shall be subject to the warranty disclaimer set forth in Section 12(c) below. Customer acknowledges that Allumia shall have no obligation to repair, replace or otherwise maintain the Site Equipment after the Purchase Closing Date.~~

7. Early Termination Fee.

Customer may terminate its obligation to make payments under Section 2 of this Agreement for any Site or Sites for any reason at any time after the 12th monthly anniversary of the Commissioning Date for the applicable Site (the "Early Termination Date") upon 90 days' prior written notice to Allumia and payment to Allumia of an "Early Termination Fee" equal to the product of (a) the average amount of the monthly Efficiency Fees for that Site for the most recent 12- month period preceding the Early Termination Date (or, in the case of a Default Termination Fee pursuant to Section 9 where fewer than 12 months are available, the average of the months actually available), payable to Allumia in accordance with Section 2(B), and (b) the number of months remaining in the Term.

In the event Customer's operations require elimination or replacement of a portion of the Site Equipment or of Customer's equipment regulated by the Site Equipment (a "Partial Termination"), Customer shall pay an Early Termination Fee as calculated above based on that portion of the Efficiency Fees attributable to the equipment that is the subject of the Partial Termination.

Payment of the Early Termination Fee shall not constitute the purchase of the applicable Site Equipment by Customer. However, in addition to receiving the Early Termination Fee, Allumia may, in its sole discretion, offer to Customer the option to purchase the Site Equipment for the Option Price in accordance with Section 6.

8. Removal of Site Equipment.~~[Intentionally Deleted]~~

~~At least thirty (30) days prior to expiration of each Site Addendum Initial Term or earlier termination thereof, Customer shall give notice to Allumia whether Customer elects to purchase the applicable Site Equipment pursuant to Section 6. If Customer does not give such notice of election to purchase the Site Equipment, Allumia, in its discretion, shall either (a) abandon the Site Equipment at which point it shall become the property of Customer, or (b) at Allumia's expense remove all Site Equipment from the Site, repairing any damage caused in connection therewith and restoring the Site to an operating condition substantially similar to its original operating condition, reasonable wear and tear excepted.~~

9. Defaults and Remedies.

A. **Allumia Defaults.** The occurrence of any of the following shall be considered an "Allumia Default":

(1) Allumia's operations create dangerous conditions or substantially impair Customer's ability to meet its obligations to tenants or plant operations in a Site, and such conditions continue un-remedied for a period of 10 days after written notice thereof; or

(2) Allumia materially breaches any obligation under this Agreement and such default continues un-remedied for a period of 30 days following written notice thereof; *provided*, that if such breach cannot be remedied within such 30-day period, and Allumia diligently commences and prosecutes such cure, Allumia shall be afforded an additional 60 days in which to cure such breach.

B. **Customer's Remedies.** Subject to any applicable cure period, upon the occurrence of an Allumia Default Customer may terminate its obligation to make payments under Section 2 of this Agreement with regard to the applicable Site(s) immediately upon written notice to Allumia, at which time Allumia's obligations to perform the Site Equipment operations under the applicable Site Addenda also shall terminate. Customer may, upon such termination and written notice to Allumia, elect to purchase the applicable Site Equipment at the Option Price by providing notice to Allumia within 15 days thereafter pursuant to the procedures set forth in Section 6. If Customer decides not to purchase the Site Equipment or fails to notify Allumia of its intention to purchase upon termination, Allumia shall decommission and remove the applicable Site Equipment, repairing any damage caused in connection therewith and restoring the Site(s) to an operating condition substantially similar to its original operating condition, reasonable wear and tear excepted. Termination for Allumia Default with regard to a Site or Sites shall not affect the parties' rights and obligations with respect to other Sites.

C. **Customer Defaults.** The occurrence of any of the following shall be considered a "Customer Default":

(1) Customer's action or inaction results in damage, modification, tampering or other interference with the proper operation of Site Equipment and such interference continues uncured for a period of 30 days following notice thereof;

(2) Customer materially breaches any obligation under this Agreement and such default continues un-remedied for a period of 30 days following written notice thereof; *provided*, that if such breach cannot be remedied within such 30 day period, and Customer diligently commences and prosecutes such cure, Customer shall be afforded an additional 60 days in which to cure such breach;

(3) Customer fails to pay any Efficiency Fee or any amount due under this Agreement by its Due Date and fails to cure such default within 15 days following notice thereof;

(4) Customer assigns this Agreement or loses title to a Site through foreclosure or forfeiture in violation of Section 15(H); or

(5) Customer sells any Site without first terminating or assigning this Agreement pursuant to section 15(H).

D. **Allumia's Remedies.** Subject to any applicable cure period, upon the occurrence of any Customer Default Allumia may terminate its obligations to Customer under this Agreement with regard to the applicable Site(s) immediately upon written notice to Customer. Within 30 days of such termination, Customer shall pay to Allumia, in accordance with Section 2(B), a "Default Termination Fee" equal to the Early Termination Fee laid out in Section 7 for the applicable Site(s) starting from the month in which the original default took place, less any amounts actually paid by Customer to Allumia during such Customer Default period for the applicable Site(s). Payment of the Default

Termination Fee shall not constitute a purchase of the applicable Site Equipment.

In addition to receiving the Default Termination Fee, Allumia may, in its sole and absolute discretion, offer to Customer the option to purchase the applicable Site Equipment for the Option Price, in accordance with Section 6. If Customer fails to accept an offer to purchase the applicable Site Equipment for the Option Price within ten (10) days after Allumia's submission of the offer, Allumia shall be entitled for thirty (30) days thereafter to remove the applicable Site Equipment, in which case Allumia shall cap all electrical wires but shall not be otherwise be required to restore the Site.

Termination for Customer Default with regard to a Site or Sites shall not affect the parties' rights and obligations with respect to other Sites.

10. Customer Covenants.

Customer shall at all times during the Term of this Agreement:

- A. not damage, modify, adjust, tamper with, or otherwise interfere with the proper operation of any Site Equipment; to the extent Customer's breach of such obligation reduces the efficiency of the Site Equipment or its measurement, Allumia may adjust the Efficiency Fees accordingly upon written notice to Customer;
- B. promptly notify Allumia of any damage to or interference with Site Equipment that could reasonably be expected to adversely affect the Site Equipment;
- C. supply electrical utilities to all Site Equipment;
- D. provide access to all Sites for Allumia and its agents at all reasonable times for the purposes of installation and maintenance of the Site Equipment;
- E. if specified in the Site Addendum, provide a high speed internet connection to the Site Equipment;
- F. not cause or allow any liens on Site Equipment; Customer shall promptly notify Allumia in writing of any breach of this obligation and cause such lien to be discharged and released;
- G. maintain Business Property insurance for all Sites and full replacement cost of Site Equipment, including fire, theft and extended coverage. Customer shall name Allumia or its assigns as loss payee and as additional insured. Customer must maintain insurance through a financially stable insurance company and provide Allumia with an insurance certificate as evidence of the required coverage. If Customer does not provide Allumia with such certificate, Allumia may secure insurance on the Site Equipment to cover its interest and charge Customer an additional amount to cover associated costs.
- H. within thirty (30) days after full execution of this Agreement, provide Allumia with its Annual Financial Statements prepared by a certified public accountant which shall include but not be limited to, if applicable, a balance sheet and statement of revenues and expenses ("Annual Financial Statement") for the two (2) prior fiscal years. Further, at the time of Commissioning Date of any Site Addendum Customer shall provide the Annual Financial Statements for the two (2) prior fiscal years.

11. Allumia Covenants.

Allumia shall at all times during this Term of this Agreement:

- A. maintain, operate, monitor and repair all Site Equipment, including checking the accuracy of the Meter and including, upon Customer request, a Site visit within the final 30 days of the Site Addendum Term for purposes of this Section 11(A);
- B. Allumia and its contractors shall carry: (i) comprehensive general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (ii) excess liability insurance with coverage of at least \$1,000,000; and (iii) worker's compensation insurance as required by law. The comprehensive general liability policy shall include property damage to the extent that loss is caused by the negligence of Allumia or its agents or contractors for Customer's real and personal property. All policies shall contain a provision whereby the insurer agrees to give Customer 30 days written notice before the insurance is cancelled, terminated or materially altered.

12. Waiver of Subrogation/Limitation of Liability.

A. **Waiver of Subrogation.** Allumia and Customer each waive any and all rights of recovery against the other, or against the officers, employees, subcontractors, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy required under this Agreement or in force at the time of such loss or damage. Allumia and Customer shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carriers that the foregoing mutual waiver and waiver of subrogation is contained in this Agreement.

B. **Liability Cap.** Subject to Section A above, each Party's aggregate liability to the other Party with respect to claims for personal injury or damage to real or personal property arising with respect to this Agreement, whether in contract, tort or otherwise, shall in no event exceed \$1,000,000 in the aggregate.

C. **No Consequential Damages.** Except as expressly set forth in this Agreement, neither Party shall be liable for any loss of data, loss of business profits, business interruption, or other special, incidental consequential, punitive or indirect damages arising from or in relation to this Agreement or the use of the Site Equipment, however caused and regardless of theory of liability.

D. **Warranty Disclaimer.** Except as expressly set forth in this Agreement, the Site Equipment and Site Equipment operations provided by Allumia herein, including upon and after Customer's purchase of the Site Equipment under Section 6 above, shall be "as is" and "where is." No other warranty to Customer or any other person, whether express, implied or statutory, is made as to any matter whatsoever, all of which are expressly disclaimed by Allumia.

13. Indemnification.

A. **Mutual Indemnity.** Each Party shall indemnify, defend and hold harmless the other Party and the owner of the Site Equipment and any of their successors and assigns, officers, directors, and employees (the "Indemnitees") from and against any and all damages, claims, legal fees, or other losses, including lost Efficiency Fees, incurred by such Indemnitees, to the extent such losses result from any breach of this Agreement, negligence, or willful misconduct by the indemnifying Party or its employees, contractors, guests, invitees, residents, or other agents.

B. **Survival.** The obligations of the Parties set forth in this Section 13 shall be subject to the limitations of Section 12 and shall survive any termination of this Agreement for a period of 5 years. The indemnified Party under this Section 13 shall give the indemnifying Party prompt written notice of any such damage or claim hereunder.

14. Personal Property Status of Site Equipment.

A. **Allumia's Personal Property.** Throughout the Term of this Agreement, the Site Equipment shall remain the personal property of its legal owner, and not Customer, and shall not be deemed a part of, or fixture to, the Site. The Site Equipment shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Customer covenants that it will use its best efforts to place all parties having an interest in or lien upon the real property comprising the Site on notice of the ownership of the Site Equipment and the legal status or classification of the Site Equipment as personal property. If there is any mortgage or fixture filing against the Site which could reasonably be construed as prospectively attaching to the Site Equipment as a fixture of the premises, Customer shall obtain and provide to Allumia a disclaimer or release from the lienholder. Customer consents to Allumia's or its Assigns filing of a disclaimer of the Site Equipment as a fixture of the Site in the office where real estate records are customarily filed in the jurisdiction of the Property. Customer authorizes Allumia, at its sole discretion, to file a Uniform Commercial Code – 1 financing statement describing its material interest in the Site Equipment. The preceding rights notwithstanding, Customer hereby grants Allumia a security interest in all of Customer's rights, title and interest in the Site Equipment, if any, now existing or hereafter acquired to secure the full and prompt performance by Customer of its obligations hereunder. Customer acknowledges that the legal owner of the Site Equipment, and not Customer, is the owner of the all "Environmental Attributes," which shall include all attributes of ownership or operation of the Site Equipment in the nature of credits, utility rebates or grants, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, and production tax credits.

B. **Allumia's Right to Transfer.** Allumia shall have the unrestricted right and power to transfer title and ownership to the Site Equipment for each respective Site and all of such rights, provided that, the transferee shall be bound to perform Site Equipment operations in accordance with this Agreement.

C. **Customer's Real Property.** Throughout the Term of this Agreement, Customer shall be the legal and

beneficial owner of the Site at all times, and the Site shall remain the property of Customer and shall not be deemed a part of the Site Equipment. If there is any mortgage or fixture filing against the Site Equipment which could reasonably be construed as attaching to the Site, other than the disclaimer filings consented to by Customer herein, Allumia shall provide a disclaimer or release from the lienholder.

15. Miscellaneous.

A. **Force Majeure.** If either Party is prevented from performing any of its obligations under this Agreement due to any cause beyond the Party's reasonable control, including, without limitation, an act of God, natural disaster, fire, earthquake, flood, explosion, war, terrorism, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, utilities, or acts of vandals or hackers (a "Force Majeure Event"), the time for that Party's performance will be extended for the period of the delay or inability to perform due to such occurrence; *provided*, that Customer will not be excused from the payment of any sums of money owed by Customer to Allumia due prior to the Force Majeure Event. Customer shall have no obligation to pay any Efficiency Fees under the formula set forth in Section 2 during any time period in which Allumia is unable to provide service to Customer.

B. **Confidential Information.** Any information, including, without limitation, business plans, documentation, financial information, proprietary, patented and/or technical information regarding the design, operation and maintenance of the Site Equipment, that the receiving Party knows or has reason to know is confidential information of the other Party and will remain the sole property of the disclosing Party. Each Party agrees that it will not disclose, use, modify, copy, reproduce or otherwise divulge such confidential information other than to fulfill its obligations under law or this Agreement. The prohibitions contained in this Section will not apply to information (a) lawfully known to or independently developed by the receiving Party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party. Nothing in this Section shall limit the ability of either Party to enforce this Agreement or to secure financing; the terms of this Agreement may be disclosed to lenders of either Party, as needed. Allumia shall further be entitled to disclose to its lenders Customer's Annual Financial Statements provided in connection with execution of this Agreement and pursuant to Section 10(H), provided that Allumia shall obtain a similar commitment to confidentiality from its lenders with regard to such Annual Financial Statements. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section and may be entitled to equitable relief, including injunctive relief and specific performance.

C. **Announcements.** Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to this Agreement. No such publicity releases or other public statements shall be made by either Party without the prior written consent of the other Party.

D. **Representations and Warranties.** In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Effective Date that: (a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization; (b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement; (c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement; (d) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally; (e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other federal, state or local governmental authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein; and (f) its execution and performance of this Agreement and all associated transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its affiliates or property is a party or otherwise bound, (ii) its organizational documents, or (iii) any applicable laws.

E. **Fire or Casualty.** If any portion of a Site or any Site Equipment shall be damaged, lost impaired or destroyed, in whole or in part, for any reason including without limitation by fire, flood or other casualty (a "Casualty"), Customer shall give prompt notice of such Casualty to Allumia. Following such Casualty, Customer shall continue to pay to Allumia as if no such Casualty had occurred. In the event the Site Equipment is not restored within 30 days from the date of such Casualty, Allumia may terminate this Agreement upon written notice to Customer. Customer shall pay to Allumia within ten (10) days of Allumia's written notice of termination an amount

equal to the Early Termination Fee.

F. **Taxes.** Each Party shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other taxes and any and all franchise fees or similar fees assessed against it due to its ownership of its property.

G. **Notices.** All notices, requests and demands to be made hereunder to the parties hereto shall be in writing and may be either delivered personally or sent by prepaid, registered or certified mail, and shall be deemed to have been given when personally delivered or, if mailed, three (3) days following the date upon which it was deposited in the mail. Any mailed notice shall be simultaneously communicated by email (text or attachment). In the event of an emergency the affected party shall also telephone the opposing contact(s) by phone. The mailing address, email address(s) and emergency phone number(s) for each Site shall be as specified in the applicable Site Addendum and may be amended from time to time by notice to the other party specifically referencing this Section 19 and the applicable Site Addendum. For notices unrelated to Site-specific issues, the contact information of the parties for the purposes hereof shall be the addresses, emails and phone numbers set forth for such parties below, or such other addresses, emails or phone numbers that the parties may provide by written notice to one another specifically referencing this Section 19.

ALLUMIA, Inc.

CUSTOMER

Name: Aaron Block
Mailing 217 Pine Street, Suite 900
Address: Seattle WA 98101
Email: ablock@allumia.com
Phone: 202.642.4680

Name: _____
Mailing _____
Address: _____
Email: _____
Phone: _____

H. **Assignment.** Customer may, upon 30 days prior written notice to Allumia, assign this Agreement to a third-party purchaser of a Site, or any of its lenders or investors, subject to Allumia’s prior written consent which shall not be unreasonably withheld or delayed for persons or entities that meet Allumia’s creditworthiness requirements. Allumia may assign this Agreement, in whole or in part, without the prior written consent of Customer; *provided* that the Party accepting assignment agrees to be bound by all terms of this Agreement and if, as a result, Allumia ceases to provide operational and maintenance services, the assignee shall notify Customer thereof within 60 days thereafter.

I. **Step-In Rights.** In the event that Allumia defaults under this Agreement or under the agreement between the Allumia and its financier, Customer agrees financier may execute its rights (“Step-In Rights”), to assume some, none, or all of Allumia’s rights, obligations and remedies afforded under this Agreement including, without limitation, the right to receive Customer payments, and to cure any default by Allumia. Customer will continue to perform its obligations under this Agreement as applicable in the conditions set forth in the Step-In Notice, and financier will service this Agreement. In an event where Allumia undertakes any process related to the United States Bankruptcy Code, Customer will sign a new agreement to reflect the change in counterparty (but otherwise having the same terms and conditions).

J. **Governing Law and Dispute Resolution.** This Agreement will be construed in accordance with the laws of the State of Washington, without regard to its choice-of-law rules. The parties further agree that all disputes shall be submitted to binding arbitration pursuant to the Washington State Superior Court Mandatory Rules of Arbitration, using whatever expedited rules of arbitration may be available, in accordance with Washington law; any proceedings shall be held in King County, Washington and venue, for purposes of any action upon this contract, shall be in King County. The award rendered by the arbitrator shall be final and conclusive and judgment may be entered upon it. The arbitrator shall award reasonable attorney fees and costs to the substantially prevailing party regardless of which party receives a monetary award.

K. **Termination Fees Not a Penalty.** Customer acknowledges that the termination fees provided herein constitute liquidated damages, and not penalties, in lieu of Allumia’s actual damages resulting from the early termination of this Agreement. Customer further acknowledges that Allumia’s actual damages may be impractical and difficult to accurately ascertain, and in accordance with Customer’s rights and obligations under this Agreement,

the termination fees constitute fair and reasonable damages to be borne by Customer in lieu of Allumia's actual damages, and accordingly Allumia shall have no further rights for damages against Customer.

L. **PDF Execution.** This Agreement may be executed and delivered in electronic portable document format (PDF).

M. **Interpretation.** The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement. Words in this Agreement that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words "include", "includes", and "including" mean include, includes, and including "without limitation" and "without limitation by specification." The words "hereof", "herein", and "hereunder" and words of similar import refer to this Agreement as a whole. Except as the context otherwise indicates, all references to "Exhibits", "Addenda", "Articles" and "Sections" refer to Exhibits, Addenda, Articles and Sections of this Agreement.

N. **Agreement.** This Agreement and the site Addenda constitute the entire agreement between Allumia and Customer with respect to the subject matter hereof and all prior agreements, representations, and statements with respect to such subject matter are superseded hereby. This Agreement may be changed only by written agreement signed by both Allumia and Customer. No failure of either Party to exercise or enforce any of its rights under this Agreement or waiver of any breach will act as a general waiver or a waiver of subsequent breaches. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The Parties further agree that in the event such provision is an essential part of this Agreement, the Parties will begin negotiations for a replacement provision. This Agreement will not be construed as creating or constituting a partnership, joint venture, or agency relationship between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf. This Agreement may be executed in one or more counterparts, which taken together shall constitute one and the same instrument.

EXHIBITS

The following Exhibits are attached to and incorporated in this Agreement:

- Exhibit A-1 – Template for Site Addendum – Lighting
- Exhibit A-2 – Template for Site Addendum – HVAC
- Exhibit A-3 – Template for Site Addendum – Refrigeration

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

ALLUMIA: Allumia, Inc.

CUSTOMER:

Signature: _____

Signature _____

Date: _____

Date: _____

Name: Aaron Block _____

Name: _____

Title: CEO _____

Title: _____

SITE ADDENDUM 1 - LIGHTING

This Addendum is made under that certain Master Services Agreement dated _____ [if executed concurrently with Master Services Agreement, date to be filled in upon full execution] between Allumia, Inc. and Reidsville Water Plant.

1. **Site: Reidsville Water Plant** which is located at **278 Reid Lake Road, Reidsville, NC 27320.**
2. **Technology Being Implemented:** Energy-efficient Lighting System
3. **Billing Percentage:** The Billing Percentage for this Site, as applies to Customer Payments as defined in Section 2 of the Master Services Agreement, shall be **85%**
4. **Initial Term:** The Initial Term of the Agreement for this Site shall be **7 years.**
5. **Average Energy Rate:** The parties agree to fix the Average Energy Rate at **\$0.063/kWh** for the duration of the Term and not collect power bills for billing purposes.
6. **Energy Savings:** The Parties agree to fix the monthly energy savings at **11,507 kWh** and not directly meter the site.
7. **Site Equipment & System Design:** Customer acknowledges that Allumia is relying on Customer's review and acceptance of this Site Equipment list as accurate. Additionally, Allumia may replace the Site Equipment listed in Exhibit A at its sole discretion, with similar, or improved equipment.
8. **Internet Connection:** Wired or wireless internet connection for the Site Equipment shall be provided by the Customer as needed. Any access credentials required shall be provided to Allumia.
9. **Personnel Safety Plan:** Prior to commencing work under this Site Addendum, the parties shall establish COVID-19 Personnel Safety Procedures satisfactory to Allumia, the prime contractor engaged by Allumia and Customer establishing what worker screening will take place for Allumia, contractor, Customer or third party personnel entering the Site, what Personal Protective Equipment ("PPE") will be worn by workers at what times, how to achieve social distancing and such other matters as the parties as the parties deem appropriate. The COVID-19 Personnel Safety Procedures may provide for different safety measures depending on agreed defined levels of risk (e.g. differing based on whether a Property Occupant worker has been exposed to COVID-19 in the past). Allumia and Customer shall comply, and Allumia shall require its contractors to comply with the COVID-19. The existence of common safety procedures shall not, however, create third-party contract rights in any contractor, Property Occupant or the owner of the Real Property with respect to contracts to which they are not a party.
10. **Notices.** All notices, requests and demands relating to this Site Addendum or the site shall be in writing and may be either delivered personally or sent by prepaid, registered or certified mail, and if so mailed, shall be deemed to have been given three (3) days following the date upon which it was deposited in the mail. Any mailed notice shall be simultaneously communicated by email (text or attachment). In the event of an emergency the affected party shall also telephone the opposing contact(s) by phone. These addresses, emails and phone numbers may be amended by one party through written notice to the other party specifically referencing this Site Addendum.

ALLUMIA

CUSTOMER

Name: Chris Hanson
Title: Customer Success Manager
Mailing Address: 217 Pine Street, Suite 900
Seattle, WA 98101
Email: CustomerSuccess@allumia.com
Phone: 206-452-7900

Name: _____
Title: _____
Mailing Address: _____
Address: _____
Email: _____
Phone: _____

With a copy to

Name: Joe Gill
Title: Account Manager
Mailing Address: 217 Pine Street, Suite 900
Seattle, WA 98101
Email: jgill@allumia.com
Phone: 828-771-6225

Name: _____
Title: _____
Mailing Address: _____
Address: _____
Email: _____
Phone: _____

ALLUMIA: Allumia, Inc.

CUSTOMER:

Signature: _____

Signature: _____

Date: _____

Date: _____

Name: Aaron Block

Name: _____

Title: CEO

Title: _____

Exhibit A: Scope of Work

| Area | Operating Hours Description | | | | Existing System | | | | Proposed System | | | |
|-----------------|-----------------------------|------------------------------|------------------------|----------------------------------|------------------------------------|-----|---------------|--------------|--------------------------------------------------------------------------------------|-----|---------------|------------------|
| | Space Type | Hours Assumptions / Comments | Annual Operating Hours | Customer-submitted Monthly Hours | Fixture Description | Qty | Fixture Watts | Control Type | Fixture Description | Qty | Fixture Watts | Control Type |
| Filter Room | Water Plant | 24/7, all year long | 8760 | 730 | 1L 175W MH (Metal Halide), MH175 | 12 | 210 | | 84W Striplight/Wrap LED (Full Fixture Replacement), 4000K | 12 | 84 | Leave As-Is |
| Outside Filters | Exterior | Dusk to dawn, all year long | 4380 | 365 | 1L 400W MH (Metal Halide), MH400 | 10 | 458 | | 140W Flood LED (Full Fixture Replacement), 5000K | 10 | 140 | Leave As-Is |
| Outside Filters | Exterior | Dusk to dawn, all year long | 4380 | 365 | 1L 175W MH (Metal Halide), MH175 | 2 | 210 | | 40W Downlight LED (Full Fixture Replacement), 5000K | 2 | 40 | Leave As-Is |
| Canopy | Exterior | Dusk to dawn, all year long | 4380 | 365 | 1L 15W A Lamp (CFL), PAR38 | 7 | 15 | | 40W Downlight LED (Full Fixture Replacement), 5000K | 5 | 40 | Leave As-Is |
| Shop | Water Plant | 24/7, all year long | 8760 | 730 | 2L 32W T8 4ft (Fluorescent), F32T8 | 10 | 59 | | 2L 10.5W T8 4ft LED (Ballast Bypass (LED Type B)), 4000K / Lutron Switch and Sensor | 10 | 21 | Occupancy Sensor |
| Polymer Room | Water Plant | 24/7, all year long | 8760 | 730 | 2L 32W T8 4ft (Fluorescent), F32T8 | 3 | 59 | | 42W Striplight/Wrap LED (Full Fixture Replacement), 4000K / Lutron Switch and Sensor | 6 | 42 | Occupancy Sensor |
| Polymer Room | Water Plant | 24/7, all year long | 8760 | 730 | 4L 32W T8 4ft (Fluorescent), F32T8 | 1 | 107 | | Decommission, Decommission | 0 | 0 | |

| | | | | | | | | | | | | |
|------------------|---------------------|---------------------|------|-----|--------------------------------------------------|---|-----|--|--------------------------------------------------------------------------------------|---|-----|------------------|
| Polymer Room | Water Plant | 24/7, all year long | 8760 | 730 | 1L 90W PAR38 (Halogen), PAR38 | 2 | 90 | | Decommission, Decommission | 0 | 0 | |
| Small Tanks Room | Water Plant | 24/7, all year long | 8760 | 730 | 1L 400W MH (Metal Halide), MH400 | 3 | 458 | | 84W Striplight/Wrap LED (Full Fixture Replacement), 4000K / Lutron Switch and Sensor | 3 | 84 | Occupancy Sensor |
| Big Tank Room | Water Plant (5000K) | 24/7, all year long | 8760 | 730 | 1L 400W MH (Metal Halide), MH400 | 9 | 458 | | 185W High/Low Bay LED (Full Fixture Replacement), 5000K | 9 | 185 | Leave As-Is |
| Big Tank Room | Water Plant (5000K) | 24/7, all year long | 8760 | 730 | Existing LED Lamps, Already in Project, 200W LED | 7 | 200 | | 1L 200W Re-Lamp LED, Leave As-Is / Lutron Switch and Sensor | 7 | 200 | Occupancy Sensor |
| OutBuilding | Water Plant | 24/7, all year long | 8760 | 730 | 2L 32W T8 4ft (Fluorescent), F32T8 | 2 | 59 | | 2L 10.5W T8 4ft LED (Ballast Bypass (LED Type B)), 4000K / Lutron Switch and Sensor | 2 | 21 | Occupancy Sensor |
| Acid Room | Water Plant | 24/7, all year long | 8760 | 730 | 4L 32W T8 4ft (Fluorescent), F32T8 | 4 | 107 | | 4L 10.5W T8 4ft LED (Ballast Bypass (LED Type B)), 4000K / Lutron Switch and Sensor | 4 | 42 | Occupancy Sensor |
| Storage | Storage | 24/7, all year long | 8760 | 730 | Existing LED Lamps, Already in Project, 50W LED | 6 | 50 | | 1L 50W Re-Lamp LED, Leave As-Is / Lutron Switch and Sensor | 6 | 50 | Occupancy Sensor |
| Chlorinator | Water Plant | 24/7, all year long | 8760 | 730 | 4L 32W T8 4ft (Fluorescent), F32T8 | 1 | 107 | | 4L 10.5W T8 4ft LED (Ballast Bypass (LED Type B)), 4000K / Lutron Switch and Sensor | 1 | 42 | Occupancy Sensor |

| | | | | | | | | | | | | |
|-------------------------|---------------------|-----------------------------|------|-----|-------------------------------------------------|----|-----|--|-------------------------------------------------------------------------------------|----|-----|------------------|
| Greensboro Lift Station | Water Plant | 24/7, all year long | 8760 | 730 | Existing LED Lamps, Already in Project, 50W LED | 11 | 50 | | 1L 50W Re-Lamp LED, Leave As-Is / Lutron Switch and Sensor | 11 | 50 | Occupancy Sensor |
| Greensboro Lift Station | Exterior | Dusk to dawn, all year long | 4380 | 365 | Existing LED Lamps, Already in Project, 20W LED | 5 | 20 | | 35W Wall Pack LED (Full Fixture Replacement), 5000K | 5 | 35 | Leave As-Is |
| Lagoon Building | Water Plant | 24/7, all year long | 8760 | 730 | 2L 34W T12 4ft (Fluorescent), F34T12 | 4 | 75 | | 2L 10.5W T8 4ft LED (Ballast Bypass (LED Type B)), 4000K / Lutron Switch and Sensor | 4 | 21 | Occupancy Sensor |
| Lagoon Building | Exterior | Dusk to dawn, all year long | 4380 | 365 | 1L 175W MH (Metal Halide), MH175 | 2 | 210 | | 35W Wall Pack LED (Full Fixture Replacement), 5000K | 2 | 35 | Leave As-Is |
| Bathroom Storage | Storage | 24/7, all year long | 8760 | 730 | 2L 34W T12 4ft (Fluorescent), F34T12 | 2 | 75 | | 2L 10.5W T8 4ft LED (Ballast Bypass (LED Type B)), 4000K / Lutron Switch and Sensor | 2 | 21 | Occupancy Sensor |
| Storage | Storage | 24/7, all year long | 8760 | 730 | 2L 60W T12 8ft (Fluorescent), F96T12 | 2 | 126 | | 4L 10.5W T8 4ft LED (Ballast Bypass (LED Type B)), 4000K / Lutron Switch and Sensor | 2 | 42 | Occupancy Sensor |
| Pipe Gallery | Water Plant (5000K) | 24/7, all year long | 8760 | 730 | 1L 400W MH (Metal Halide), MH400 | 5 | 458 | | 185W High/Low Bay LED (Full Fixture Replacement), 5000K / Lutron Switch and Sensor | 5 | 185 | Occupancy Sensor |
| Office | Office | 24/7, all year long | 8760 | 730 | 4L 32W T8 4ft (Fluorescent), F32T8 | 31 | 107 | | 4L 10.5W T8 4ft LED (Ballast Bypass (LED Type B)), 4000K / Lutron Switch and Sensor | 31 | 42 | Occupancy Sensor |



MEMORANDUM

TO: Summer Woodard, City Manager
FROM: Josh Beck, Public Works Director
RE: CDBG-I Compliance Policy Update (new Procurement Policy & Plan)
DATE: March 12, 2024

The Community Development Block Grant – Infrastructure Program (CDBG-I) recently updated their procurement plan and policy for 2024. To utilize the remaining CDBG-I funds we currently are in receipt of and to be eligible for future grants, we must adopt these recent revisions. All requested revisions to the policy are provided in your packets and notated in red. This request is similar to the previous compliance plans that were updated and adopted by the City in 2020, 2021, and 2023.

Some of the recent changes to the procurement plan and policy includes reasonable cost analysis, ensuring maximum competition is utilized, updates on bid alternate policies, processes to follow after multiple failed bid attempts, and contract modifications i.e change orders.

Request:

To remain eligible for future grants through the CDBG-I program, staff recommend that City Council adopt the updated CDBG Compliance Plans dated January 1, 2024.

MEMORANDUM

To: City Council, City of Reidsville

CC: Angela Stadler, City Clerk (*via email*)

From: Michele Faison, Project Manager

Date: 03/12/2024

Project: CDBG-Infrastructure Project
CDBG # 19-I-3112; WR No. 08190820.10

Subject: **CDBG Compliance Plans and Policies**

The purpose of this memo is to summarize the updated **CDBG Compliance Policy** being presented for adoption at the City Council meeting.

The City was awarded a CDBG-I grant from NC Department of Environmental Quality (DEQ) Division of Water Infrastructure (DWI) in Spring 2020. Previous **Compliance Plans** were adopted in September 2020, March 2021 and November 2023 to meet requirements for participation in the CDBG-I program. DWI has requested that the Procurement Policy and Plan be updated and readopted. The City Clerk is designated as the Compliance Officer for all the Compliance Plans. The following provides a brief summary.

- (1) **Procurement Policy and Plan:** The Plan, effective January 1, 2024, now includes information for the new NC digital system for procurement, what needs to happen after multiple failed seal bidding attempts, clarification on cost reasonable requirements, clarification on change orders and contract amendments, and bid negotiations.

C: CDBG-I Files



THE CITY OF
Reidsville
NORTH CAROLINA

230 W. Morehead Street • Reidsville, North Carolina 27320 • (336) 349-1030 • Fax (336) 342-3649

**CITY OF REIDSVILLE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
RESOLUTION TO ADOPT UPDATED CDBG COMPLIANCE PLANS**

A Resolution Authorizing the Adoption of the COMPLIANCE PLANS for the CITY OF REIDSVILLE during the implementation of the North Carolina Small Cities Community Development Block Grant (CDBG) Program.

WHEREAS, the CITY currently participates in the Small Cities CDBG-I Program under the Housing and Community Development Act of 1974, as amended, and administered by the North Carolina Department of environmental Quality (DEQ), Division of Water Infrastructure (DWI); and

WHEREAS, the City adopted the following CDBG policies and plans on September 8, 2020:

- Equal Opportunity Plan
- Procurement Plan
- Language Access Plan
- Local Jobs Initiative (Section 3 Plan)
- Citizen Participation Plan
- Residential Anti-Displacement and Relocation Assistance Plan
- Section 504 Grievance Procedure
- Policy Prohibiting Excessive Use of Force
- Conflict of Interest Policy

WHEREAS, the City adopted the following CDBG policies and plans on March 9, 2021:

- Updated Citizen Participation Plan
- Fair Housing Plan

WHEREAS, the City adopted the following CDBG policies and plans on November 14, 2023:

- Section 504 Self-Evaluation Survey and Grievance Procedure
- Section 3 Plan
- Equal Opportunity Policy and Plan
- Procurement Policy and Plan
- Language Access Plan

WHEREAS, the DWI is requiring the following updated plan under this program;

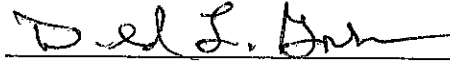
- Procurement Policy and Plan

THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the CITY OF REIDSVILLE, North Carolina:

“Live Simply. Think Big.”

That this updated policy and plan is hereby submitted and adopted and to be used throughout the implementation of the CITY OF REIDSVILLE CDBG PROGRAM.

Adopted this 12th day of March, 2024.



Donald L. Gorham, Mayor

ATTEST:

Angela G. Stadler, City Clerk

Procurement Policy and Plan for CDBG-I Grantees

WHEREAS, the **City of Reidsville** will comply with the terms and conditions of federal funding that is awarded and accepted, including, but not limited to, the terms and conditions of the Grant Contract, and the most recent version of the *Procurement Policy of the North Carolina Department of Environmental Quality's Water Infrastructure Division, Community Development Block Grant-Infrastructure Program (CDBG-I Program Procurement Policy)*, attached;

WHEREAS, the States were advised by Housing and Urban Development (HUD) to develop their own procurement policies, and the CDBG-Infrastructure Program has developed and adopted the attached policy (*CDBG-I Program Procurement Policy*) as reference for its grantee communities, using portions of 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards," supplemented with NC General Statutes 143-64.31, 143-129, and 143-131; and 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, executive orders, and implementing regulations including the Section 3 clause, per 2 C.F.R. 200.327 (Appendix II of Part 200), 24 C.F.R. 570.489 (g), and 24 C.F.R. 570.607;

WHEREAS, the **City of Reidsville**, as the recipient of Federal CDBG funds, acknowledges its responsibility to and will adhere to the aforesaid *CDBG-I Program Procurement Policy* of the North Carolina Department of Environmental Quality's Division of Water Infrastructure;

WHEREAS, the **City of Reidsville** will, to the extent applicable, follow methods of procurement, procure by contracting with small, minority firms, women's business enterprises, and labor surplus area firms, when those entities offer the best level of knowledge, skills and abilities for professional services, and when those entities offer the knowledge, skills and abilities and are the lowest cost responsive, responsible bidders in building trade and related services; and

WHEREAS, the **City of Reidsville** will demonstrate contract cost and price awareness and adhere to awarding agency contract provisions (2 CFR Part 200, Appendix II, except for items F and J, which were not adopted by the CDBG-Infrastructure Program, as allowed under 2 CFR Part 200.101(e)(1));

NOW THEREFORE, BE IT RESOLVED;

SECTION 1: All procurement of goods and services by the **City of Reidsville** with CDBG grant funds shall be accomplished in accordance with the requirements of the *CDBG-I Program Procurement Policy*, and HUD implementing regulations at 24 CFR Part 570.489 (g) and (h), which prohibits cost plus a percentage of construction cost method of contracting for services.

SECTION 2: In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, Executive Orders, and implementing regulations including the Section 3 clause, per 2 C.F.R. 200.327 (Appendix II of Part 200), 24 CFR 570.489(g), 24 C.F.R. 570.607, or the North Carolina General Statutes Chapter 143 applying to procurement in general by North Carolina municipalities and counties.

SECTION 3: When Federal and State regulations are different, the more restrictive regulation shall apply to the procurement in question, as outlined in the *CDBG-I Program Procurement Policy*

SECTION 4: The **City of Reidsville** will adhere to the following guidelines during procurement of goods and services using Federal funds:

- A. In all cases where goods or services are procured based on one bid or proposal received, the **City of Reidsville** will follow established principles to verify the reasonable cost of the procurement and shall contact the State Agency supervising the grant program before making any contract award based on non-competitive negotiation. The **City of Reidsville** shall follow all noticing and advertising requirements prior to accepting the single source respondent. Written permission from the CDBG-I Program shall be obtained prior to entering into a single source contract.
- B. Section 3 certified businesses, and historically underutilized businesses, including women-owned and minority-owned enterprises shall be included on bidders' or professional services' lists maintained by the **City of Reidsville**. Firms shall be solicited for all competitive negotiations, small purchases, and informal and formal bids when such firms are potential competitive sources for goods and services.
- C. As applicable, appropriate and to the extent consistent with law, the **City of Reidsville** shall, to the greatest extent practicable under a federal award, provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, Buy American preferences set forth in 2 C.F.R. part 184, for their infrastructure project.

SECTION 5: The **City of Reidsville** will adhere to the following guidelines during procurement of professional service contracts:

- A. Professional services shall be procured through the use of Request for Proposals (administrative services) or Request for Qualifications (engineering services). Respondents offering administrative services shall be selected on the basis of the best qualified respondent for the price. Respondents offering engineering services shall be selected on the basis of the best qualified respondent, without regard for price. A written selection procedure shall be used to evaluate respondents, and those records maintained in the procurement files.
- B. The **City of Reidsville** shall develop a written scope of work for each service to be awarded on the basis of competitive negotiation, which shall include descriptions of tasks to be completed, project timetables, and an outline of fee proposal requirements. The selected engineering services respondent and the **City of Reidsville** shall then enter into competitive negotiations to arrive at a mutually agreeable price for engineering services. All contracts awarded through competitive negotiations shall be awarded strictly on the basis of the written selection procedure.

SECTION 6: The **City of Reidsville** will adhere to the following guidelines during procurement of construction contacts:

- A. Construction service contracts shall be competitively bid using sealed bids, with the award going to the lowest responsive, responsible bidder. A minimum of three bids shall be received prior to opening the sealed bids.

SECTION 7: Additionally, the **City of Reidsville** will adhere to the following guidelines during all procurement:

- A. Prior to any contract award, the **City of Reidsville** shall verify the consultant and/or contractor's eligibility to participate in a federally assisted program.
- B. No consultant or bidder shall assist in the development of the Request for Proposals, in the Request for Qualifications, nor the construction bid posting in which the consultant or bidder has a direct or indirect interest.
- C. No consultant or bidder shall assist in the evaluation of proposals or bid packages for contracts in which that consultant or bidder has a direct or indirect interest. The **City of Reidsville** shall adhere to all applicable Federal and State conflict of interest regulations in making contract awards.
- D. The **City of Reidsville** shall request references or check references of contractors or firms who are awarded contracts with Federal grant funds and will request a written warranty for all goods and services provided through the small purchase's procedure.
- E. The **City of Reidsville** shall not award any contract for federally-assisted projects on a contingency or cost-plus-percentage of construction basis.
- F. The **City of Reidsville** shall hold a pre-bid meeting and a pre-construction meeting for each construction project bid competitively using CDBG-Infrastructure funds. Evaluation criteria for the bids may add points for attending the pre-bid meeting of contractors, but it is not a prerequisite.

PASSED BY THE CITY COUNCIL, CITY OF REIDSVILLE, NORTH CAROLINA.

Adopted this 12th day of March, 2024.



Donald L. Gorham, Mayor

ATTEST:

Angela G. Stadler, City Clerk

ROY COOPER

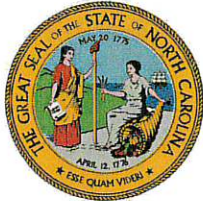
Governor

ELIZABETH S. BISER

Secretary

SHADI ESKAF

Director



NORTH CAROLINA
Environmental Quality

MEMORANDUM (Memo: 24-01)

CDBG-I Policy Guidance

To: CDBG-I Grant Recipients, Grant Administrators, and Project Engineers

From: Colleen M. Simmons, Program Manager, CDBG-Infrastructure Unit, Division of Water Infrastructure, North Carolina Department of Environmental Quality *CMS*

Date January 16, 2024

Subject: Updated CDBG-I Program Procurement Policy – ACTION REQUIRED

This memo is to inform all our active grant recipients (grantees) and their consultants of recent changes to our *CDBG-I Program Procurement Policy* that require your action. The changes can be seen in RED text in the policy. This policy is effective January 1, 2024.

ADOPTION REQUIRED

Each grant recipient must adopt the attached “CDBG-I Procurement Policy and Plan for Grantees” and the updated attached *CDBG-I Program Procurement Policy* and submit a copy of to our office by **5:00 p.m. on Thursday, March 28, 2024.**

- If a grant recipient has submitted their close-out documents by January 12, 2024, this adoption requirement does not apply to you unless you have additional active grants still open with the CDBG-I Unit.

Grant recipients should submit the requested document(s) via the new Division Supporting Documentation Submittal Form (portal) located at <https://edocs.deq.nc.gov/Forms/DW-Document-Upload-Form>.

- The use of this form/portal provides more seamless document tracking, processing, filing, accessibility, and security via our electronic document repository, Laserfiche. The link and a list of frequently asked questions can also be accessed from the Division’s “I Have Funding” page, <https://www.deq.nc.gov/about/divisions/water-infrastructure/i-have-funding>.

This is a Federal Compliance Document, so please ensure that category is selected, and the “Compliance Plans and Policies Submission” document type is selected in the appropriate fields.



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

An Equal Opportunity / Affirmative Action Employer
Equal Housing Opportunity



Grant recipients with multiple active grants must submit a copy of “CDBG-I Procurement Policy and Plan for Grantee” adoption document in separate submissions through the form (portal) to ensure each of the active grant digital folders receives the necessary documentation.

PENALTY FOR NOT MEETING SUBMISSION DEADLINE

If the CDBG-I Unit does not receive your document(s) by **the deadline, all your grant funds will be frozen until received.**

If you have any questions, please contact:
Emily Bacon, Compliance Specialist at (919) 707-9242 or Emily.Bacon@deq.nc.gov

ATTACHMENTS:

- CDBG-I Program Procurement Policy v.6 (Effective 1/2024)
- CDBG-I Procurement Policy and Plan for Grantees Template (Revised 1-2024)

Procurement Policy and Plan for CDBG-I Grantees

WHEREAS, the **City of Reidsville** will comply with the terms and conditions of federal funding that is awarded and accepted, including, but not limited to, the terms and conditions of the Grant Contract, and the **most recent version** of the *Procurement Policy of the North Carolina Department of Environmental Quality's Water Infrastructure Division, Community Development Block Grant-Infrastructure Program (CDBG-I Program Procurement Policy)*, attached;

WHEREAS, the States were advised by Housing and Urban Development (HUD) to develop their own procurement policies, and the CDBG-Infrastructure Program has developed and adopted the attached policy (*CDBG-I Program Procurement Policy*) as reference for its grantee communities, using portions of 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards," supplemented with NC General Statutes 143-64.31, 143-129, and 143-131; and 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, executive orders, and implementing regulations including the Section 3 clause, per **2 C.F.R. 200.327 (Appendix II of Part 200)**, 24 C.F.R. 570.489 (g), and **24 C.F.R. 570.607**;

WHEREAS, the **City of Reidsville**, as the recipient of Federal CDBG funds, acknowledges its responsibility to and will adhere to the aforesaid *CDBG-I Program Procurement Policy* of the North Carolina Department of Environmental Quality's Division of Water Infrastructure;

WHEREAS, the **City of Reidsville** will, to the extent applicable, follow methods of procurement, procure by contracting with small, minority firms, women's business enterprises, and labor surplus area firms, when those entities offer the best level of knowledge, skills and abilities for professional services, and when those entities offer the knowledge, skills and abilities and are the lowest cost responsive, responsible bidders in building trade and related services; and

WHEREAS, the **City of Reidsville** will demonstrate contract cost and price awareness and adhere to awarding agency contract provisions (2 CFR Part 200, Appendix II, except for items F and J, which were not adopted by the CDBG-Infrastructure Program, as allowed under 2 CFR Part 200.101(e)(1));

NOW THEREFORE, BE IT RESOLVED;

SECTION 1: All procurement of goods and services by the **City of Reidsville** with CDBG grant funds shall be accomplished in accordance with the requirements of the *CDBG-I Program Procurement Policy*, and HUD implementing regulations at 24 CFR Part 570.489 (g) and (h), which prohibits cost plus a percentage of construction cost method of contracting for services.

SECTION 2: In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, Executive Orders, and implementing regulations including the Section 3 clause, per **2 C.F.R. 200.327 (Appendix II of Part 200)**, 24 CFR 570.489(g), **24 C.F.R. 570.607**, or the North Carolina General Statutes Chapter 143 applying to procurement in general by North Carolina municipalities and counties.

SECTION 3: When Federal and State regulations are different, the more restrictive regulation shall apply to the procurement in question, as outlined in the *CDBG-I Program Procurement Policy*

SECTION 4: The **City of Reidsville** will adhere to the following guidelines during procurement of goods and services using Federal funds:

- A. In all cases where goods or services are procured based on one bid or proposal received, the **City of Reidsville** will follow established principles to verify the reasonable cost of the procurement and shall contact the State Agency supervising the grant program before making any contract award based on non-competitive negotiation. The **City of Reidsville** shall follow all noticing and advertising requirements prior to accepting the single source respondent. Written permission from the CDBG-I Program shall be obtained prior to entering into a single source contract.
- B. Section 3 certified businesses, and historically underutilized businesses, including women-owned and minority-owned enterprises shall be included on bidders' or professional services' lists maintained by the **City of Reidsville**. Firms shall be solicited for all competitive negotiations, small purchases, and informal and formal bids when such firms are potential competitive sources for goods and services.
- C. *As applicable, appropriate and to the extent consistent with law, the **City of Reidsville** shall, to the greatest extent practicable under a federal award, provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, Buy American preferences set forth in 2 C.F.R. part 184, for their infrastructure project.*

SECTION 5: The **City of Reidsville** will adhere to the following guidelines during procurement of professional service contracts:

- A. Professional services shall be procured through the use of Request for Proposals (administrative services) or Request for Qualifications (engineering services). Respondents offering administrative services shall be selected on the basis of the best qualified respondent for the price. Respondents offering engineering services shall be selected on the basis of the best qualified respondent, without regard for price. A written selection procedure shall be used to evaluate respondents, and those records maintained in the procurement files.
- B. The **City of Reidsville** shall develop a written scope of work for each service to be awarded on the basis of competitive negotiation, which shall include descriptions of tasks to be completed, project timetables, and an outline of fee proposal requirements. The selected engineering services respondent and the **City of Reidsville** shall then enter into competitive negotiations to arrive at a mutually agreeable price for engineering services. All contracts awarded through competitive negotiations shall be awarded strictly on the basis of the written selection procedure.

SECTION 6: The **City of Reidsville** will adhere to the following guidelines during procurement of construction contacts:

- A. Construction service contracts shall be competitively bid using sealed bids, with the award going to the lowest responsive, responsible bidder. A minimum of three bids shall be received prior to opening the sealed bids.

SECTION 7: Additionally, the **City of Reidsville** will adhere to the following guidelines during all procurement:

- A. Prior to any contract award, the **City of Reidsville** shall verify the consultant and/or contractor's eligibility to participate in a federally assisted program.
- B. No consultant or bidder shall assist in the development of the Request for Proposals, in the Request for Qualifications, nor the construction bid posting in which the consultant or bidder has a direct or indirect interest.
- C. No consultant or bidder shall assist in the evaluation of proposals or bid packages for contracts in which that consultant or bidder has a direct or indirect interest. The **City of Reidsville** shall adhere to all applicable Federal and State conflict of interest regulations in making contract awards.
- D. The **City of Reidsville** shall request references or check references of contractors or firms who are awarded contracts with Federal grant funds and will request a written warranty for all goods and services provided through the small purchase's procedure.
- E. The **City of Reidsville** shall not award any contract for federally-assisted projects on a contingency or cost-plus-percentage of construction basis.
- F. The **City of Reidsville** shall hold a pre-bid meeting and a pre-construction meeting for each construction project bid competitively using CDBG-Infrastructure funds. Evaluation criteria for the bids may add points for attending the pre-bid meeting of contractors, but it is not a prerequisite.

PASSED BY THE CITY COUNCIL, CITY OF REIDSVILLE, NORTH CAROLINA.

Adopted this _____ day of _____, 20__.

Chief Elected Official

ATTEST:

Clerk



THE CITY OF
Reidsville
NORTH CAROLINA

230 W. Morehead Street • Reidsville, North Carolina 27320 • (336) 349-1030 • Fax (336) 342-3649

Date: March 5, 2024
To: Mayor Donald Gorham
City Council Members
From: Summer Woodard, City Manager
Subject: Director of Marketing and Economic Development

Office of the City Manager

The City of Reidsville has been actively recruiting for an Economic Development Director since July, 2023. We have received very few inquiries for this position. Administration interviewed two (2) candidates in Fall, 2023, with an offer being extended to one (1) candidate. However, the City and the candidate could not agree on terms of pay or work schedule.

The City has been contracting with Sanford Holshouser for bridge management services since March, 2023. Sanford Holshouser has also been conducting our search for an Economic Development Director. The size of our City is a deterrent for many applicants. Seasoned applicants are looking for larger municipalities.

The City also has an opening for our City Marketing position. This position oversees our City-wide marketing campaign. This position also has two (2) direct reports. One direct report is the Main Street Manager position and the other is the Penn House Manager position.

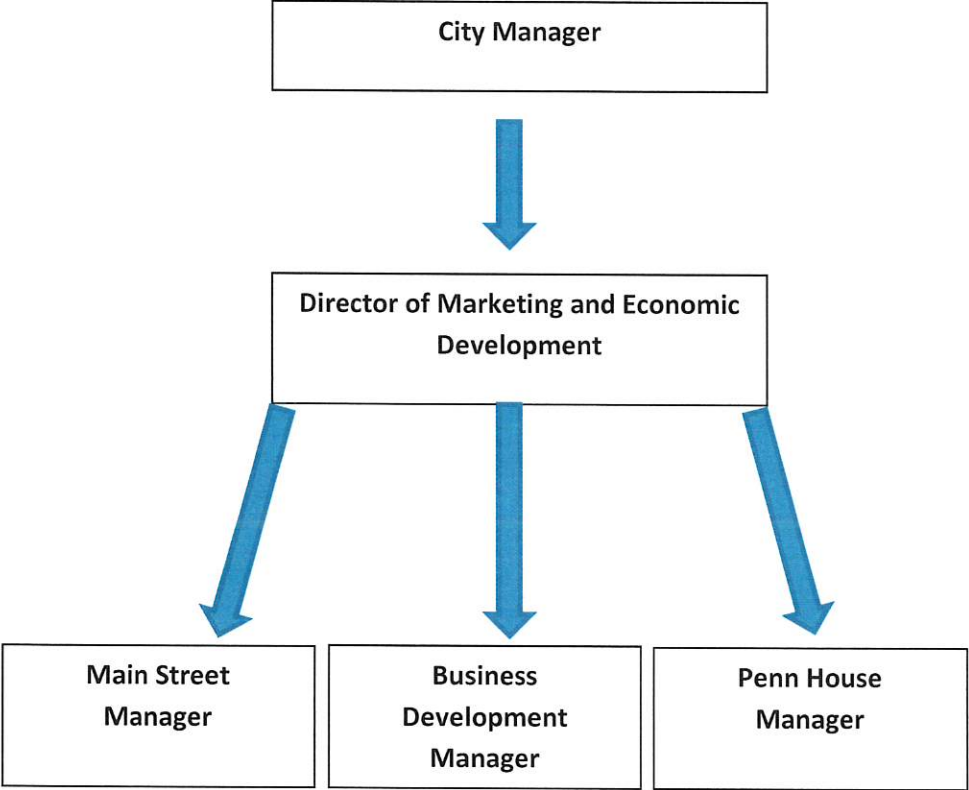
I would like to propose combining the Economic Development Director position and the City Marketing Director position into one (1) position, which would be titled Director of Marketing and Economic Development. This position would be a direct report to the City Manager.

I would also like to propose taking the savings from combining these two (2) positions and creating a new position titled "Business Development Manager." This position would report to the Director of Marketing and Economic Development. The primary purpose of this position would be to assist new and existing businesses with navigating through the business process. For example, if an individual is interested in starting a bakery in the City, their point of contact would be the Business Development Manager. This employee could walk them through a step-by-step process on who they needed to speak with and what paperwork or grants would be available to assist their business.

If City Council is in favor of this restructuring and creating a new position titled Business Development Manager, the next step would be for Administration to work with Human Resources and create job descriptions for a Director of Marketing and Economic Development and a job description for a Business Development Manager.

Please see attached a new proposed organizational flow chart.

"Live Simply. Think Big."





Department of Human Resources

230 West Morehead Street
Reidsville, North Carolina 27320
(336)349-1058

Memorandum

To: Summer Woodard, City Manager
City of Reidsville

From: Leigh Anne Bassinger, Director
Human Resources Department

Date: February 29, 2024

Re: Proposed Changes to the Personnel Policy

Attached are proposed changes to the Personnel Policy approved and adopted by City Council on August 16, 2022.

Article VIII: Holidays and Leave; Section 26: Paternity Leave, and Section 27: Maternity Leave are new policies to be added to Article VIII: Holidays and Leave. The City has long provided these types of leave to our employees with new born or newly adopted children. But this formalizes the past practice with a written policy. This adoption aligns well with our designation as a Family Forward Certified Employer.

There are revisions to three previously adopted policies, to provide better clarification in the application of these policies.

Article IV: The Pay Plan; Section 12: Call-Back Pay has been revised to compensate all employees who are a part of their department or divisions on call rotation at \$100/week. This policy has also been updated to ensure all employees who are on call are compensated at a minimum of two hours if they are called back into work. Additionally, the reference to overtime pay for call-backs occurring on City-observed holidays has been removed, as this is no longer a practice with the City of Reidsville.

Article IX: Employee Benefits; Section 1: Insurance Benefits has been revised to clarify that retirement requirements for post-retirement health insurance benefits with the City of Reidsville may be different that retirement requirements from the Local Government Retirement System. The policy has also been clarified

"Live Simply. Think Big."



Department of Human Resources

230 West Morehead Street
Reidsville, North Carolina 27320
(336)349-1058

regarding retiree payment for premiums for dependent coverage and for buy-ups of dental and vision insurance to avoid cancellation of coverage. Lastly, language was added to identify when a retiree's eligibility for post-retirement health insurance benefits will cease.

Article VIII: Holidays and Leave; Section 5: Vacation Leave has been modified to allow higher vacation accrual rates for employees hired with local or municipal government service from out-of-state. Previously, only service in North Carolina was recognized. In addition, wording was added to clarify that the maximum vacation payout for an employee separating from service with the City of Reidsville will be 240 hours. The exception to this policy is also defined.

With the approval of these recommended changes, the changes will be communicated to all employees via email and through interoffice memorandums. The Personnel Policy available to all employees on the Share Network Drive will be updated to the newest version which will contain these changes. When the next printing of the policy for new hires is needed, it will include these recommended changes.



Section 26. Paternity Leave Policy

Fathers of new born children can use up to one week of their available sick leave for Paternity Leave. If a father wishes to take more than one week of leave, they may utilize their available vacation leave, with the approval of their supervisor.

If the child or the mother suffers a serious health condition following delivery, the father may be eligible for up to 12 weeks of FMLA-protected leave, if all the conditions for FMLA-eligibility are met. In this situation, the father may utilize their available sick leave while caring for the mother or the baby.

Additionally, fathers may be eligible for up to 12 weeks of FMLA-protected vacation following the birth or adoption of a child for baby bonding. This time off must be taken during the first year of the child's life, may be intermittent or continuous, and will be paid from the employee's available vacation leave. Fathers may elect to utilize unpaid leave for all or part of their bonding absences.

Section 27. Maternity Leave Policy

Mothers of new born children can utilize their available sick leave for their recovery following the birth of a child. New mothers maybe eligible for light or restricted duty, depending on the restrictions imposed by the obstetrician. While new mothers are recovering from delivery, they may utilize their available sick leave until cleared to return to unrestricted work.

If the child or the mother suffers a serious health condition following delivery, the mother may be eligible for up to 12 weeks of FMLA-protected leave, if all the conditions for FMLA-eligibility are met. In this situation, the mother may utilize their available sick leave while caring for themselves or the baby.

Additionally, mothers may be eligible for up to 12 weeks of FMLA-protected vacation following the birth or adoption of a child for baby bonding. This time off must be taken during the first year of the child's life, may be intermittent or continuous, and will be paid from the employee's available vacation leave. Mothers may elect to utilize unpaid leave for all or part of their bonding absences.



Section 12. Call-Back Pay

The City of Reidsville provides a continuous twenty-four hour a day, seven day a week service to its customers. Therefore, it is necessary for certain employees to respond to any reasonable request for service at any hour of the day or night. One of the conditions of employment with the City is the acceptance of a share of responsibility for continuous service, in accordance with the nature of each job position. If an employee fails to respond to reasonable calls for emergency service, either special or routine, the employee shall be subject to disciplinary action up to and including dismissal.

Whether nonexempt employees must be paid for their on-call time depends on whether they are "waiting to be engaged" or are "engaged to wait" as defined by the Fair Labor Standards Act (FLSA). According to the FLSA regulations at 29 C.F.R. §785.17, "An employee who is required to remain on-call on the employer's premises or so close thereto that he cannot use the time effectively for his own purposes is working while 'on-call.'" These employees are engaged to wait and are therefore compensated for the time they are on-call.

If an employee who is on-call can use his or her time freely and is not performing a specific assigned task, that employee is waiting to be engaged. The employee can be available by telephone if needed; however, since he or she is waiting (off-duty), the employee is not compensated for that time.

If an on-call employee must carry a paging device such as a beeper, pager or cellular phone, and the employee is relieved of his or her duties, the time is unpaid unless the employer has an on-call policy that specifically requires pay during such times. Federal court decisions have held that on-call employees are not overly constrained by a paging device. Therefore, the unpaid, waiting-to-be-engaged status could apply to those employees who are not required to wait at or near the worksite.

All City of Reidsville employees who are on the active call back rotation list for their department or division will be compensated at the rate of \$100 per week for each week they are actually on routine call back duty. This additional compensation may result in a higher than normal overtime rate of pay, designated as Overtime 2, during the week the employee is on call.

All employees who are to receive overtime compensation under this policy will be guaranteed a minimum payment of two (2) hours wages for being called back to work outside of normal working hours. The two-hour call back period or the actual hours worked during the call back, whichever is greater, will be combined with the employee's other hours worked so that all actual hours worked over 40 in the week are paid at time and one half.

Public Services employees who are asked to work on special duty due to anticipated inclement weather, etc., will not receive the \$100 per week call back pay unless they are already on routine call back assignment for that week.

Police Detectives/Special Investigations employees who are designated as on-call will be guaranteed a minimum payment of two (2) hours wages for being called back to work outside of normal working hours. The two-hour call back period or the actual hours worked during the call



Proposed Personnel Policy Changes

back, whichever is greater, will be combined with the employee's other hours worked so that all actual hours worked over 171 hours in the 28-day work period are paid at time and one half.

Fire Department employees who are designated as on-call will be guaranteed a minimum payment of two (2) hours wages for being called back to work outside of normal working hours. The two-hour call back period or the actual hours worked during the call back, whichever is greater, will be combined with the employee's other hours worked so that all actual hours worked over 212 hours in the 28-day work period are paid at time and one half.

All other City employees in all other departments may be subject to call ins in the event of an emergency situation, such as winter weather or natural disaster. These employees will be guaranteed a minimum payment of two (2) hours wages for being called back to work outside of their normal working hours. Only the portion of that two hours which is physically worked is counted toward the weekly overtime threshold of 40 hours physically worked in the week. Once the threshold has been met, employees will be compensated at time and one half. These employees will not be compensated for being on call.



Section 1. Insurance Benefits

A. **Active Employees:** The City may provide individual medical, dental, vision and life insurance to all employees occupying full-time, regular, budgeted positions. Employees shall be enrolled in the programs in accordance with the provisions of the insurance contracts and on the first day of employment.

Deductions shall be allowable, at the option of the employee, to provide medical, dental, vision and life insurance for dependents in accordance with the provisions of the insurance contracts.

B. **Retirees:** Employees who retire with the City under the North Carolina Local Government Employees' Retirement System may continue medical, dental and vision insurance for themselves under the City's group policy. An employee must retire under the North Carolina Local Government System and draw or currently be eligible to draw benefits from the system in order to qualify for payment of all or part of the medical, dental and vision insurance premium. Retirement system regulations on eligibility for retirement govern eligibility for the retiree health insurance program. Employees who elect to retire early under the provisions of the LGERS may not be eligible for City-provided retiree health insurance benefits.

Retirees will be eligible to participate in the annual open enrollment for health, vision and dental benefits. Retirees shall be able to modify their spouse and/or dependent information during open enrollment. The only other changes allowed to retiree coverage during the year shall be subject to the qualifying life event restrictions as defined by the Internal Revenue Service.

The City will pay the premium for retirees based on creditable years of service with the state retirement system and the City of Reidsville. The premium payments for the coverage shall be based on policies established by the City Council, subject to change.

For retirees eligible for a 50% premium benefit from the City, the retiree must pay the remaining premium in accordance with the requirements of the third-party administrator. Failure to pay retiree premiums in a timely manner will result in the loss of eligibility for coverage for the retiree. Once coverage has been discontinued, it cannot be reinstated.

The following premium payment schedule shall be in effect until changed:

| Retired with City Services | | Individual Premiums | |
|---------------------------------------------------|----------------------|---------------------|----------------------|
| <i>At Least</i> | <i>Not More Than</i> | <i>City Pays</i> | <i>Employee Pays</i> |
| 25 years, the last 10 with the City of Reidsville | 30 years | 50% | 50% |



Proposed Personnel Policy Changes

| | | | |
|----------------------------------------------------------------------|--|------|-----|
| 30 years and over, the last 10 with the City of Reidsville | | 100% | 0% |
| 5 years disability, with all time served with the City of Reidsville | | 50% | 50% |

Retirees may elect to purchase health care and/or dental care insurance coverage for their eligible spouse and dependents, and the retiree shall pay the full cost of this dependent coverage.

Retiree payment of premium(s) for dependents must be paid in accordance with schedules and procedures established for the City's benefit by the third-party administrator for the group health, vision and dental plan. Failure to pay the required premium(s) will result in loss of coverage; once coverage has been discontinued, it cannot be reinstated.

The City's payment of premiums for group health and dental coverage for retirees will be discontinued when the retiree becomes eligible for Medicare due to age (sixty-five) or disability. This change in status occurs on the first day of the month of the month in which the retiree turns 65.



Section 5. Vacation Leave - Policy

Vacation leave shall be used for time off from work and for unexcused absences due to adverse weather conditions.

Employees begin accruing vacation leave on the initial date of employment. Full-time regular employees will earn vacation time beginning with the first payday and will continue to accrue vacation time while on pay status or workers' compensation leave. Each employee occupying a full-time, regular, budgeted position shall earn vacation leave on a pay period basis in accordance with the following schedule of total service:

| Service | Years of Continuous Service/Hours Accrued Per Month | | | | |
|---------------|-----------------------------------------------------|-----------|---------|--------------|------------|
| | Days/Year | 37.5 Hour | 40 Hour | Fire Regular | Fire Shift |
| 0 – 5 Years | 10 | 6.25 | 6.67 | 8.83 | 9.33 |
| 6 – 10 Years | 12 | 7.50 | 8.00 | 10.60 | 11.20 |
| 11 – 15 Years | 15 | 9.375 | 10.0 | 13.25 | 14.00 |
| 16 – 20 Years | 17 | 10.63 | 11.34 | 15.02 | 15.87 |
| 21 – 24 Years | 20 | 12.50 | 13.34 | 17.67 | 18.67 |
| 25+ Years | 25 | 15.63 | 16.67 | 22.09 | 23.34 |

To facilitate recruitment of qualified persons with appropriate governmental experience, upon employment of a new employee, vacation accrual rates may be adjusted to reflect service with another governmental employer with the North Carolina State or Local Government Retirement Systems. Consideration will be given to employees' years of service with local or municipal governments in other states, with the approval of the City Manager. Years of service must be certified with the immediate past state or local government employer.

Vacation leave will continue to accrue with no maximum. On July 1st of each year, any employee with more than 240 hours of vacation will have the excess vacation balance rolled over into their available sick leave.

The maximum vacation payout will be 240 hours, regardless of an employee's balance at the time of separation or retirement from the City of Reidsville. There are a limited number of employees who were allowed to set a higher maximum vacation payout limit in August 2022, with the original adoption of the changes to vacation accrual rates and policy. The master list of these exceptions is maintained by Human Resources. No other exceptions shall be allowed.



LIVE SIMPLY. THINK BIG.

Department of Human Resources

230 West Morehead Street
Reidsville, North Carolina 27320
(336)349-1058

Memorandum

To: Summer Woodard, City Manager
City of Reidsville

From: Leigh Anne Bassinger, Director *LAB*
Human Resources Department

Date: March 1, 2024

Re: Citywide Bilingual Certification Salary Increase Program

As suggested by City Council during the recent budget retreat, attached is a proposed program to financially compensate all City of Reidsville employees who can demonstrate proficiency in a second language, and who have routine and frequent contact with the general public, local business owners or visitors to Reidsville as a part of their job.

The policy explains the process to recommend an employee for eligibility, the testing process and the amount of the compensation per pay period. It also defines the expectations of employees who have been certified as bilingual.

Please let me know if you have any questions.

"Live Simply. Think Big."



BILINGUAL CERTIFICATION SALARY INCREASE PROGRAM

Bilingual Certification Salary Increase Program

| | |
|---------------------------------------------------------------------|---|
| Section 1: Background | 1 |
| Section 2: Proficiency | 1 |
| Section 3: Eligibility | 1 |
| Section 4: Testing..... | 2 |
| Section 5: Expectations | 2 |
| Section 6: Bilingual Salary Increase Request for Consideration..... | 3 |

Section 1: Background

Reidsville is a diverse community with our residents, business owners and visitors representing numerous ethnicities and heritages. In order to better meet the needs of our residents, and to improve our ability to communicate clearly with our customers for whom English may be a second language, the City has developed a certification salary increase program for customer facing employees who successfully demonstrate proficiency in a second language.

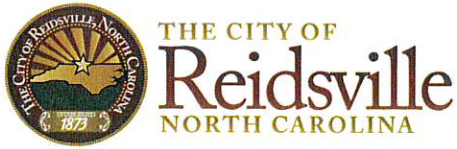
Section 2: Proficiency

Proficiency will include successful demonstration of the four components of a second language: reading, writing, speaking and listening. The City of Reidsville will contact an outside agency whenever an employee wishes to be declared bilingual. The outside agency will perform the employee testing in the four areas of proficiency and then provide the City with the decision as to the employee's abilities in the second language. Employees that are deemed proficient will be eligible for \$50/pay period.

The City may send employees periodically for retesting to ensure continued proficiency. If an employee is unable to demonstrate continued proficiency, the certification salary increase will be removed from their payroll record.

Section 3: Eligibility

Employees in positions which have routine and frequent contact with the general



BILINGUAL CERTIFICATION SALARY INCREASE PROGRAM

public, local business owners or visitors to the City of Reidsville may be eligible for the certification salary increase program. Eligibility will be determined with input from the employee's supervisor or Department Director and the Human Resources Department. Consideration will be given to areas of operations in which a second language may be critical to the day-to-day operations of the City.

Section 4: Testing

Testing will be completed by an approved testing center, selected by the Human Resources Department. The test will include all four components of proficiency – reading, writing, listening and speaking. Employees testing for eligibility will be compensated for their travel time to and from the testing facility, provided they successfully demonstrate proficiency. Employees who fail the certification test will bear the cost of travel to the testing site.

If an employee fails to demonstrate proficiency, they will be required to wait 6 months before being eligible for retesting.

Section 5: Expectations

Employees certified as proficient in a language other than English are expected to be available to function as an interpreter during their regular work hours. Their assistance as an interpreter may be required by a department or division outside their normal assignment. Supervisors should remain aware of who may be called upon to translate during the work day.

In the case of an after-hours emergency, certified employees may be contacted for assistance in translating for non-English speakers. The reason for making contact after normal business hours should be limited to emergency situations where the risk of loss of life or substantial property damage is present.

Additionally, certified employees may be asked to help translate written communication and signage into a second language for the City of Reidsville. Every effort will be made to have translation of written materials completed during the employee's regular work shift.



Section 6: Bilingual Salary Increase Request for Consideration

I believe that _____ (employee name) should be eligible for the Bilingual Certification Salary Increase because:

1. The employee has reported proficiency in a foreign language.
2. The City of Reidsville has residents, business owners or visitors who speak the same foreign language.

AND

3. The employee frequently or routinely interacts with customers or visitors in their regular job duties.

| | |
|-----------------------------------|------|
| Supervisor or Department Director | Date |
|-----------------------------------|------|

I have read and understand that in order to be considered for the Bilingual Certification Salary Increase, I must meet the proficiency criteria in reading, writing, speaking and listening to a foreign language present in the citizens, business owners or visitors to the City of Reidsville. I understand the purpose of this program and the expectations and responsibilities of employees certified in the program.

| | |
|----------|------|
| Employee | Date |
|----------|------|



THE CITY OF
Reidsville
NORTH CAROLINA

230 W. Morehead Street • Reidsville, North Carolina 27320 • (336) 349-1030 • Fax (336) 342-3649

Office of the City Manager

Date: March 4, 2024
To: Mayor Donald Gorham
City Council Members
From: Summer Woodard, City Manager
Subject: City Manager's Monthly Report

Upcoming Events:

- NCLM Town and State Dinner on March 20, 2024 at Meridian Restaurant in Winston-Salem from 5:15 p.m. to 8:00 p.m.
- NCLM City Vision 2024 will be Tuesday, April 23 through Thursday, April 25, 2024 at the Benton Convention Center in Winston-Salem.

Personnel:

- Assistant City Managers Haywood Cloud, Chris Phillips and I worked at Public Works on February 22, 2024 as part of our “Walk a Day in Their Shoes” program. Assistant City Manager Cloud spent the day with the Streets Department pouring concrete. Assistant City Manager Phillips spent the day at the Waste Water Treatment Plant working in the facility. I spent the day in the Solid Waste Department.
- Gary Lovelace retired with the City of Reidsville on February 29th. He was the Streets Supervisor and had been with the City of Reidsville for over twenty (20) years.
- The City of Reidsville is recruiting for an Assistant Public Works Director. This position was discussed at the City Council retreat last month. This would be a position reclassification and existing budget dollars will be to fund this reclassification.

Projects & City Updates:

- **Splashpad** - Recently, the door hardware, plumbing and flooring have been completed. Fencing installation is under way and should be completed by March 1st. L Square is currently in the beginning stages of testing all equipment, and Vortex will be onsite March 14-15 for official startup and testing. The EIFs mockup was approved on February

“Live Simply. Think Big.”

28th and is released to begin along with a final exterior coat of paint. The electrician is still waiting on a breaker for the grinder pump so testing of the plumbing systems is limited at this time. The construction fencing is scheduled to come down shortly so all disturbed areas can be seeded. The designer punch list is tentatively scheduled for March 14-15. Cirrus Construction is pushing to complete this project by March 15th.

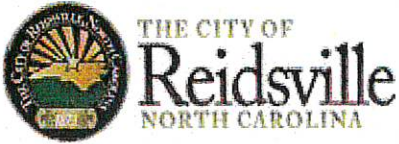
- **Penn House Building Project** – The punch list backcheck was completed on February 28th but has several items still outstanding that must be completed before the construction project can officially be closed out. We had staff training scheduled on March 1st for the various new systems with Emme and her team. The new dumpster pad was poured on February 22nd with the assistance of Haywood Cloud, Assistant City Manager. The dumpster enclosure is being fabricated offsite, and we hope to install next week.
- **Settle Street Streetscape Project** - Currently Public Works had been on hold and waiting on Citty Plumbing to run a new waterline across Settle Street to provide fire protection coverage at the ongoing renovations of Backward Glance. The roadway was milled on March 1st, and the traffic loops at the intersections were installed on March 3rd. The following week, weather permitting, repaving of the roadway and the stripping of both the centerline and parking spaces was scheduled to be done. Electrical work is ongoing, and we hope to complete this work by mid-March. Our fiber contractor is in recovery from a significant health issue, and we are waiting on a timeframe from them on installation. New trash receptacles arrived on February 28th and the proposed plantings were recently installed.
- **Bus Stop Shelter** - Public Works also installed the last Skat bus stop shelter last week. The final shelter was placed at the City of Reidsville Splashpad.
- **Unidirectional Flushing** – Since 2013 the City has undergone periodic unidirectional flushing, which is designed to rid water lines of sediment and other minerals. The goal of this flushing is to progressively flush the water system beginning at the point of entry for the water and working outwards to the edges of the system. This provides an efficient method of performing the work and helps prevent disturbed sediment from circulating through the system, minimizing discolored water episodes. The last time the City performed this service was in the fall of 2018. I have just signed a contract with Hydromax USA to do this program beginning the first of April and continuing through the end of May. The City will be divided into 14 zones to be flushed with each zone taking multiple days to complete.
- **Budget Amendments** - Please see the attached budget amendment.

Events/Meetings Attended:

- 2/5 - Employee Evaluation Meetings
- 2/7 - Chamber of Commerce Awards Ceremony

- 2/8 - New Employee Orientation
- 2/9 - News and Views Show with the Chamber of Commerce
- 2/13 – City Council Meeting
- 2/15 - City Council Retreat
- 2/16 - City Council Retreat
- 2/20 - Lunch and Learn
- 2/22 - Walk a Day in Their Shoes Program
- 2/26 - Mayor & Managers Dinner in Eden

CITY OF REIDSVILLE
Transfer of Funds Request



Department: Planning & Community Development

Requested By/Date: Jason Hardin 2/28/2024

HC

| Account Number | Name | Increase | Decrease |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| 10-4260-3510 | M&R Buildings | \$20,000 | |
| 10-4350-1200 | Salaries | | \$8,000 |
| 10-4260-3519 | M&R Freeway Drive | | \$12,000 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total: | | \$20,000 | \$20,000 |
| | | | |
| Explanation: | HVAC Unit for City Hall back porch, repair leaking City Hall front doors, magnetic locks for front doors, interior repairs/painting. | | |

JA

Approved By: *[Signature]*
 City Manager

2-28-24
 Date

REIDSVILLE ABC BOARD

Minutes of January 25, 2024 Board Meeting

1. The meeting was called to order at 9:00 am by Chairman C. Turner. Member C. Nimmons, J Langel, Chris Phillips, and newly appointed City Council liaison Terresia Scoble were present.
2. Chairman C. Turner delivered invocation.
3. Chairman C. Turner called for any known conflicts of interest. None were reported.
4. The minutes of the December 2023 meeting were approved as read.

Motion to approve: C. Nimmons

Second: C. Turner

5. The Board discussed an offer made on Diesel Drive property by "8505 Warner Road, LLC". The offer was \$600,000 with a check for \$10,000 in earnest money (attached). A discussion was held with K. Almond on speaker phone and the Board agreed to reject this offer.

Motion: C. Nimmons

Second: C. Turner

6. J. Langel was instructed to contact Willie Martin to inform him that offer was rejected because it is too low. J Langel to phone Willie Martin and follow up with a letter. J. Langel will ask Willie Martin to advise on what to do with \$10,000 check.

7. The next meeting of the Board will be February 22, 2024.

8. There being no further business to discuss, the meeting was adjourned at 9:35 am.

Motion to adjourn: C. Nimmons

Second: C. Turner

Approved:

Clark Turner, Chairman

Clark Turner

Kelly Almond

Kelly Almond

Carolyn Nimmons

Carolyn Nimmons

Jodi Langel, General Manager

Jodi M. Langel

Feb 23, 2024

ABC Board minute - Jan 2024

REIDSVILLE ABC BOARD

102 Durwood Court

Reidsville, North Carolina 27320

336.349.6000

Fax: 336.349.4266

reidsvilleabc@yahoo.com

January 25, 2024

To: 8505 Warner Road, LLC

From: Reidsville ABC Board

Re: Diesel Drive Property

Dear Sirs,

Thank you for your recent offer on our property located at 150 Diesel Drive, Reidsville, North Carolina. We appreciate your interest in this property. However, we have determined that your bid of \$600,000 is not sufficient. At this time, we respectfully decline your offer. We regret that we are unable to move forward with this proposition and invite you to submit another bid at your convenience.

Per our phone conversation your check is enclosed.

Again, thank you for your interest in this property.

Respectfully,

W. Clark Turner, Chairperson Reidsville ABC Board

D. Kelly Almond, Board Member

Carolyn Nimmons, Board Member

**MINUTES OF THE REIDSVILLE PLANNING BOARD
HELD WEDNESDAY, JANUARY 17TH, 2023 BEGINNING AT 6:00 P.M. IN
THE CITY HALL COUNCIL CHAMBERS**

MEMBERS PRESENT:

Thomas Thompson
Dylan Moore
William Roach
Tamar Lipscomb
Cindy Scarborough

MMEBERS ABSENT:

Joe Towns

OTHERS IN ATTENDANCE:

Jason Hardin, Planning & Community Development Director
Drew Bigelow, Planner I

Thomas Thompson called the Planning Board meeting to order at 6:00pm.

ELECTION OF THE 2024 CHAIRPERSON

A motion was made to nominate Dylan Moore as the Planning Board/Board of Adjustment 2024 Chairperson.

Motion: Cindy Scarborough
Second: William Roach
Vote: Unanimous

ELECTION OF THE 2024 VICE-CHAIRPERSON

A motion was made to nominate Cindy Scarborough as the Planning Board/Board of Adjustment 2024 Vice-Chairperson.

Motion: Tamar Lipscomb
Second: Thomas Thompson
Vote: Unanimous

APPROVAL OF MINUTES

A motion was made to approve the Minutes of the December 20TH Planning Board Meeting.

Motion: Tamar Lipscomb
Second: Thomas Thompson
Vote: Unanimous

CONSIDERATION OF A REZONING REQUEST SUBMITTED BY THE CITY OF REIDSVILLE TO REZONE SIX CONTIGUOUS PROPERTIES LOCATED ON HILL ST., HARRIS ST., E MOREHEAD ST. AND NE MARKET ST. FROM INDUSTRIAL (I-1 & I-2) TO GENERAL BUSINESS (GB). DOCKET NO. Z 2024-01.

Dylan Moore introduces the docket item.

Jason Hardin states that The City of Reidsville Planning Staff are petitioning to rezone the following 6 properties to General Business (GB):

- 129 E Morehead St./150 S Harris St., Rockingham County Tax Parcel #182011; Light Industrial (I-1); .75 acres; Owner: Mackin Property Investments
- 101 NE Market St. Rockingham County Tax Parcel #154991; Light/Heavy Industrial (I-1 & I-2); 1.57 acres; Owner: Niu's Property, LLC
- 112 Hall St. Rockingham County Tax Parcel #154943; Heavy Industrial (I-2); .0742 acres; Owner: Mary Hart Heirs C/O Jacqueline Watkins
- An undeveloped parcel located off Hall St., Rockingham County Tax Parcel #154947; Heavy Industrial (I-2); 0.0142 acres; Owner: Alice Grace Jones
- An undeveloped parcel located off Hall St., Rockingham County Tax Parcel #182009; Light Industrial (I-1); 0.3 Acres; Owner: City of Reidsville
- A landlocked undeveloped parcel, Rockingham County Tax Parcel #154948; Heavy Industrial (I-2); 0.0304 Acres; Owner: Mary Hart Heirs C/O Jacqueline Watkins

Jason Hardin continues, the above referenced parcels are located in an area adjacent to the downtown area designated as Central Business Zoning District proposed for inclusion in Reidsville's conceptual Depot District. Around 2019 or 2020 the City commissioned a plan of the proposed depot district. When the pandemic hit, everything paused and there was a change in leadership with a new City Manager. A public forum was held to get input from citizens, but the plan has not been reviewed for recommendation by the planning board adopted by the City Council. Anything in this current plan is subject to change as it is only conceptual and not an adopted plan at this point in time. The current Depot District conceptual plan promotes urban village living in the former industrial district. This would be accomplished by offering residents the prospect to work, live and shop in a pedestrian-friendly community located outside our established Central Business District (CBD). The area is a mostly vacant industrial district that developed due to its close proximity to the railroad. Anyone familiar with Reidsville's history knows how important the railroad was in Reidsville's founding and subsequent growth. With the departure of the national guard from the armory, textile and tobacco industries, the buildings were left vacant for extended periods of time to decay. The Depot District concept is to revitalize the area into a mixed use area of predominantly commercial and residential use. A key feature of the current Depot District concept plan is emphasis on planned design for new construction and mixed use. The idea of a mixed-use district seeks to incorporate living, working, shopping and communal spaces in the same vicinity. Developing a robust Depot District will work to strengthen the local economy and bring new pedestrian traffic through our downtown. By offering a variety of modern retail options, restaurants, venues and service experiences, opportunities for entertainment and socialization becomes a focal point of the district. These properties are located in Growth Management Area 2 – Urban, which encompasses the area immediately outside the Central Business District. GMA 2 prioritizes the expansion of housing stock alternatives, rehabilitation of existing housing stock, preservation of significant historic structures and provides provisions for expanding retail and commercial services. In GMA 2 there is an identified lack of neighborhood-scale retail services, as well as an existing infrastructure network sufficient to support growth. Therefore, we determine the proposed rezoning to be consistent with the 2022 Reidsville Land Development Plan. The Planning Staff finds this rezoning reasonable and in the public interest based on the information provided in this report and the attached statements of reasonableness and consistency. The Planning Staff recommend the proposed zoning map amendment application be approved.

Dylan Moore asks if the Depot District plan is online. Jason Hardin states no, since it is just a concept plan that was never adopted by Council it is not available on our website. He tells Dylan Moore that staff can get him a copy of the plan if he wants one.

Jason Hardin scrolls through the Depot District concept plan on the presentation screen. He identifies phase one, which includes development related to residential (townhomes and apartments), retail, and restaurant amenities. The proposed apartments at the Adams Electric building will somewhat fulfill the residential aspect of this plan. You may have also heard that the Lawsonville Ave. schools will be repurposed into makerspace. This is the intent of the plan. Jason Hardin goes over some of the design details and concepts that the plan includes for redesigning the district. It does include a lot of the Governor Reid historic overlay district. Jason Hardin notes that the City does not currently have a planned district option, so this plan is a concept of what a planned depot district would look like. He adds that City Council would have to adopt this plan for it to be implemented, if that is the direction they choose to go.

Tamar Lipscomb states that she is familiar with the area. She notes that the residents who live on the east side of the City really want and will benefit from this kind of development. People in the area don't have a lot of existing neighborhood scale amenities. Cindy Scarborough agrees.

Cindy Scarborough asks how the Board can approve a rezoning for properties that are not owned by the City. Jason Hardin states that the rezoning is City initiated, and the consent of the property owners is not required. Cindy Scarborough asks if this is similar to eminent domain. Jason Hardin states no. By rezoning these properties, the City is just amending its own zoning map. He notes that all property owners were contacted as statutorily required and the proper notices were posted. Jason Hardin states that he is personally working with several of the property owners regarding this rezoning, and that no one is protesting the change. Drew Bigelow states that we have gotten a lot of calls stating their support of the change and potential redevelopment.

Thomas Thompson states that he has a question. He mentions that this rezoning is in the historic district. He asks if the historic district an obstacle to us having more commercial development in and around downtown, specifically in the GMA 2 area? Jason Hardin states that this rezoning and the historical district are not a part of downtown. They are located in the area immediately outside the CBD. Jason Hardin clarifies, yes this is in the historic district, and if new buildings are constructed in the future, they will have to meet our historical design standards. Cindy Scarborough asks if we are talking about the Governor Reid district. Jason Hardin replies, yes. Thomas Thompson notes that the CBD is surrounded on both sides by historic districts. Do those districts restrict growth and new development in downtown? Jason Hardin states that the purpose of the historical districts is to preserve the integrity of the area. Does it add some red tape? Of course. Thomas Thompson states that it is just his opinion, but some of the buildings do not need preserving. They just need to be removed so that we can start over.

Cindy Scarborough asks if the downtown merchants are concerned about this proposed change since the City is placing its emphasis elsewhere? Jason Hardin states that he wouldn't call it "emphasis" necessarily. The depot district was designed to be a walkable entertainment district that abuts downtown. It is intended to be different from downtown, although the (Land Development) plan notes that the depot district will support downtown. Thomas Thompson states that this development would be a "tandem downtown." Jason Hardin states that it is definitely designed to be adjacent to downtown. Dylan Moore asks if there are any more questions for Jason Hardin. There being none, the Board moves into discussion amongst themselves. There being no discussion amongst the Board, a motion was made based on the statement of consistency and reasonableness included in the agenda packet.

Thomas Thompson: "I make a motion to recommend the proposed rezoning be APPROVED for the specified parcels to the requested zoning district based upon the CONSISTENCY AND REASONABLENESS DETERMINATION statements that are included in the Council agenda packet, submitted during the rezoning presentation and as may be amended, incorporated into the motion, to be included in the minutes."

A motion was made to recommend the rezoning to City Council for approval.

Motion: Thomas Thompson

Second: Cindy Scarborough

Vote: Unanimous

PLANNING & COMMUNITY DEVELOPMENT DIRECTORS REPORT

Jason Hardin states that last month the conditional rezoning for South Park, the rezoning for Montgomery St. and the SUP for the manufactures home on Hill St. were all approved. Thomas Thompson asks if a lot of people came to the meeting for South Park? Jason Hardin states yes, however; there was not another public hearing. City Council had already held the public hearing back in December and just didn't vote.

PLANNING BOARD MEMBER COMMENTS

Cindy Scarborough states that she has signed up for a one-day class offered by the UNC School of Government. It is on "NC Ordinances" and will be offered the day before their next meeting in February. She recommends everyone look into the courses offered by the School of Government and attend if possible. Dylan Moore suggests that the screens in the Council Chambers are too small for them to see. He asks if it is possible for them to get a small screen on the bench for the Board to reference. Jason Hardin states that he will pass it along. William Roach asks if we have any new restaurants coming to town. Drew Bigelow states that nothing has been approved. Cindy Scarborough asks about the bakery in downtown. Drew Bigelow states that the permit is not approved yet, they are pending a non-residential inspection. Tamar Lipscomb asks what the old First National Bank on Turner Drive is? Drew Bigelow states that it is a NFT Game Room. Tamar Lipscomb states that there is a lot of traffic at the location. Dylan Moore notes that it stays packed. Tamar Lipscomb asks if it is like sweepstakes. Drew Bigelow states that NFT gaming is skill-based, not chance-based. There is not supposed to be any monetary payouts occurring. Jason Hardin states that under current state law, NFTs are not considered sweepstakes.

ADJOURNMENT OF PLANNING BOARD

There being no further business, a motion was made to adjourn the Planning Board meeting at 6:38pm.

Motion: Thomas Thompson

Second: Tamar Lipscomb

Vote: Unanimous

**Drew Bigelow
Planner I**

**MINUTES OF THE REIDSVILLE APPEARANCE COMMISSION MEETING
HELD THURSDAY, JANUARY 25, 2023 AT 4:00 P.M.
CITY HALL, SECOND FLOOR CONFERENCE ROOM**

MEMBERS PRESENT:

**Ashton McLaurin
Tyler Morris
Robin Moore
Nicole Boswell
Carlton Johnson**

MEMBERS ABSENT:

**Maricarmen Garduño
Matthew Williams**

OTHERS IN ATTENDANCE:

**Jason Hardin, Planning & Community Development Director
Drew Bigelow, City Planner I**

Vice-Chairperson Ashton McLaurin called the meeting to order at 4:00pm.

Ashton McLaurin provided the invocation.

Nicole Boswell read the RAC mission statement.

Vice Chairperson Ashton McLaurin asks the Commission if they have any nominations for Chairperson. He asks the Commission if they wanted to consider keeping Maricarmen Garduño as the Chairperson. Robin Moore states that if the person is not present at this meeting, then the Commission should not consider them for the position. Ashton McLaurin asks the Commission how they feel about that statement. As a whole, the Commission agrees to this standard.

ELECTION OF NEW 2023-2024 CHAIR

A motion was made to elect Tyler Morris as the Chairperson for 2024.

**Motion: Robin Moore
Second: Ashton McLaurin
Vote: Unanimous**

Newly elected Chairperson Tyler Morris takes over directing the meeting. Tyler Morris asks if we have any nominations for the 2024 Vice-Chairperson? If so, a motion will need to be made. Tyler Morris asks Ashton McLaurin if he would like to continue as Vice-Chairperson. Ashton McLaurin states yes.

ELECTION OF NEW 2023-2024 VICE CHAIR

A motion was made to elect Ashton McLaurin as the Vice-Chairperson for 2024.

**Motion: Carlton Johnson
Second: Nicole Boswell
Vote: Unanimous**

APPROVAL OF MINUTES

A motion was made to approve the Minutes of the September 26, 2023 RAC meeting.

Motion: Nicole Boswell

Second: Robin Moore

Vote: Unanimous

DISCUSSION ITEMS

- 1) APPROVAL OF THE 2024-2025 AGENDA CALENDAR** - Jason Hardin states that the provided yearly calendar is the standard meeting schedule that has been adopted yearly. As is customary, we do not hold a meeting in July, and the November and December meetings are combined. Robin Moore asks if we can make October our last meeting because of the November and December holidays. She goes on to state that there was not a meeting in December anyways. Drew Bigelow states that there was a meeting scheduled, it was just moved up to the first Thursday in December. Nicole Boswell states that it was cancelled this past December. Drew Bigelow replies yes, we cancelled it this past year. Jason Hardin states that the November and December combined meeting is traditionally held between Thanksgiving and Christmas. However, if the commission wants October to be the last meeting of the year, a motion needs to be made requesting that. A motion is not made. Jason Hardin states that there is something else regarding the calendar that he wants to discuss. He explains that the last two meetings were cancelled due to a lack of agenda items. Staff has traditionally cancelled meetings where there were no agenda items. We can have meetings monthly regardless of agenda items, but there need to be relevant discussions held at those meetings. We would need to be sure we are conducting business at these meetings. Jason Hardin states that if the Commission wants staff to continue cancelling meetings we will do so. Likewise, if the Commission wants to hold a meeting every month regardless of agenda items then we can. Either way, we need to have a motion requesting one or the other. Ashton McLaurin states that even if we don't have agenda items, he wants us to meet for fellowship at that December meeting date. Drew Bigelow clarifies that this request would be in general and is not specific to that December meeting date. Tyler Morris asks if the Commission is allowed to bring agenda items to staff. Jason Hardin replies, of course. Drew Bigelow states that the deadline for Commission members to submit items is the third Friday of the month prior. Tyler Morris states that if there is something that needs to be put on the agenda it needs to be given to staff a month in advance. Drew Bigelow states yes. Nicole Boswell states that she liked how everything flowed this year, where staff cancelled meetings that didn't have agenda items. Tyler Morris agrees. As long as there are no items to discuss, we can continue cancelling meetings.

A motion was made to allow staff to continue cancelling meetings that have no agenda items.

Motion: Ashton McLaurin

Second: Robin Moore

Vote: Unanimous

Drew Bigelow asks if there is a motion to approve the 2024-2025 calendar.

A motion was made to allow staff to continue cancelling meetings that have no agenda items.

Motion: Nicole Boswell

Second: Robin Moore

Vote: Unanimous

- 2) **FISCAL YEAR 2024-2025 PROJECTS** – Jason Hardin states that each year the Commission has a budget for projects. Each year host the Spring Shred event and the Fall Shred event. We are talking about the budget here. What do you want to have money for? What types of projects does the Commission want to do in 2024-2025? Jason Hardin states that the Commission sponsors the Adopt-A-Trail, Adopt-A-Street, Adopt-A-Spot, Donate-A-Tree and the Pride & Participation programs. We keep a standard line item in the budget for these Appearance Commission programs. The normal budget allocation is around \$13,600. We have kept it that way for years. If there are any special project you want to do, we need to know so that staff can factor in those costs. Budgets are due in April, but we will begin working on them early next month. It takes time to get cost estimates and things. For now, think about what projects you want to do and bring suggestions to the next meeting. There’s usually around \$4,000 available for special projects. Nicole Boswell asks if we can do a medical bus. Jason Hardin states that is a great idea, however, a medical bus is outside the scope of what the Appearance Commission does. He notes that in the past the Appearance Commission has sponsored the planting of flowers around town. Drew Bigelow states that restoring the murals, as Tyler Morris mentioned previously, would be a good project idea the Commission could consider. Tyler Morris states that he would love to see the murals restored. Jason Hardin states that the cost of restoring the murals is steep. The artists want a lot of money to restore murals. Tyler Morris notes that he would consider personally sponsoring the restoration of one of the downtown murals. Jason Hardin states that we would of course need the permission of the building owner to do so. Tyler Morris replies, of course. Carlton Johnson states that all of the decorating that the City did around fall was beautiful. It works to draw people into the City. Tyler Morris states that ultimately the goal is to make the City look as nice as possible. He urges the Commission members to consider projects that will beautify the City.
- 3) **YARD OF THE MONTH PROGRAM** – Tyler Morris states that he has 5 Yard of the Month submissions to make for February. Drew Bigelow states that she needs all Yard of the Month submissions to be turned in online, via the process that is outlined on the Commissions City webpage. Jason Hardin reiterates that we need those by the third Friday of the month prior. Tyler Morris makes a correction, the addresses that he would like to provide are for the “We’ve Noticed” program. Drew Bigelow states that we can take those addresses at the meeting. Robin Moore asks if we can do multiple Yard of the Month winners for different neighborhoods at the same time. Jason Hardin states no. Tyler Morris states that there are 12 months in the year and that at some point we will be able to consider all of the different yards that will be nominated. Tyler Morris asks how they should go about submitting yard of the month nominations online. Drew Bigelow states that nominations are to be emailed to the staff account identified on the Commission webpage – planning@reidsvillenc.gov, and that each submission must include a picture, the address and a nominee/property owner name so we know who we are recognizing. Nicole Boswell asks what happened to the addresses that they provided back in September. Drew Bigelow states that those were for the “We’ve Noticed” program, not the Yard of the Month. The 5 addresses that you have committed to bringing to each meeting are for people who are either doing a good job or who need to do better about their grass clippings. We need to keep up with the grass clipping cards too, not just the positive “We’ve Noticed” cards. The grass clipping cards are state mandated and we have to send those out. Drew Bigelow states that all of those addresses have been sent out. Tyler Morris asks the Commission if they are clear on how to do Yard of the Month submissions. The Commission states that they are. Drew Bigelow notes that if we do not receive a nomination then we will not have it as an item for the Commission to vote on at the next meeting. Tyler Morris replies, understood.

4) SPRING 2024 PROJECTS

- **Spring Shred Event** – Jason Hardin states that the Commission needs to decide a date for the Spring Shred event. He states that he has already talked to Shred-It and has reserved April 27th so that we did not lose our opportunity to snag that date. It is a Saturday date from 9-12pm. If the Commission wants a different date we can go back and ask about a different date. Tyler Morris asks if the Commission wants to discuss the date. Personally, he is fine with April 27th. Tyler Morris asks for a motion.

A motion was made to reserve April 27th as the Spring Shred-It date.

Motion: Carlton Johnson

Second: Robin Moore

Vote: Unanimous

Carlton Johnson asks what time the event is. Jason Hardin state that usually we all show up at 8am and we stay until 12pm, or until the truck is full.

- **Community Clean Sweep** – Jason Hardin states that this is a program the Commission did years ago. He notes that Carlton Johnson was here the last time they did a Community Clean Sweep. Jason Hardin states that they stopped doing these during Covid-19, and it never started back up. He explains that this is not fun work. It consists of trash clean up along the side of the road. We would identify an area that needs attention and then schedule a date to go out and clean things up. Jason Hardin states that the Commission would go out as a group and do the cleanup. Previously, the Commission would host one or 2 a year (spring & late fall). Carlton Johnson asks about the Adopt-A-Street program. Jason Hardin states that this is different from the Adopt-A-Street program. Tyler Morris states that he likes the idea of doing Clean Sweep events. He urges the Commission to consider it and we will discuss it next month.

- 5) **“WE’VE NOTICED” & GRASS CLIPPING CARDS** – Tyler Morris states that we should be bringing 5 addresses to each meeting. Considering it is winter, there haven’t been many notable yards. Drew Bigelow states that if anyone has addresses to submit, now is the time to turn those in. Tyler Morris states that he will get his to us after the meeting.

PLANNING & COMMUNITY DEVELOPMENT DIRECTOR’S REPORT

Jason Hardin states that his report is a recap of the nuisance report totals from 2023. He notes that in 2023, we had a total of 495 high grass/trash/debris complaints. We also had a total of 101 nuisance or junk vehicle violations. These numbers are on par with what is usual. If have complaints about these issues, please reach out to our department. As for events, we only have the Historic Preservation Lantern Tour. It is rescheduled tot February 3rd at 6pm from December 2nd. There are no scheduled events for Parks and Rec.

ADJOURNMENT

There being no further business a motion was made to adjourn the RAC meeting at 4:41 pm.

Motion: Ashton McLaurin

Second: Robin Moore

Vote: Unanimous

**Drew Bigelow
Planner I**

**MINUTES OF THE
REIDSVILLE HUMAN RELATIONS COMMISSION
MEETING ON TUESDAY, JANUARY 23, 2024
REIDSVILLE CITY HALL
1ST -FLOOR CONFERENCE ROOM**

COMMISSION MEMBERS PRESENT: Cathy Badgett, Chair
Maricarmen Garduño, Vice Chair
Khalid Amos
Daunte Carter
Dawn Charaba
Wanda Harley
Ashton McLaurin
Richard Ratliff
Anna Roach

COMMISSION MEMBERS ABSENT: Matthew Williams

CITY STAFF PRESENT: Latasha Wade, Deputy City Clerk

VISITORS: None

CALL TO ORDER

Chair Dr. Cathy Badgett called the meeting to order at approximately 6:33 p.m.

INVOCATION

Wanda Harley provided the invocation.

ROLL CALL

Deputy City Clerk Latasha Wade then called the roll.

READING OF THE MISSION STATEMENT

Dr. Badgett asked Dawn Charaba read the Mission Statement.

APPROVAL OF NOVEMBER 28, 2023 MINUTES

Dawn Charaba made the motion to approve the November 28, 2023 minutes and Richard Ratliff seconded the motion with the minutes being unanimously approved.

OLD BUSINESS

Christmas Donation

Dr. Badgett thanked the board members for the Christmas donations for the sponsored children. She thanked the Deputy City Clerk for assisting with shopping for the children. The board members thanked Dr. Badgett for all her work towards the sponsorships. Dr. Badgett said she was waiting to hear back from the school regarding the donations. Daunte Carter was asked to share what he observed when he dropped the bikes off. Daunte said he noticed they had a pantry to serve the children and also provided backpacks. He took some food items back to the location for disbursement. Ashton McLaurin said that he wasn't aware of that. Dr. Badgett said that some students that attend school are homeless. Dr. Badgett said to remember that the food stamps/SNAP benefits are being cut.

MLK Breakfast

Wanda Harley gave a report on the MLK Breakfast. She said that everything went well although planning it was a challenge. She asked Dawn to give a treasury report. Dawn reported a total of \$5,700 in donations compared to \$3,900 last year. Dawn reminded them that amount consisted of sponsorships only, not tickets, since it was a virtual event. Wanda said that some people are asking to have the event in person. They would have to wait to see what is decided at the next meeting because the NAACP will be responsible for planning next year. She did say it was easier having the event virtually.

Team Reidsville Celebration

Dr. Badgett said the event will be held on Saturday, April 27, 2024. She said they need vendors, the parade permit, etc. so they need to begin planning the event. Dr. Badgett mentioned contacting Michael Bennett and Garry Percell. She will be checking with vendors from last year. Dr. Badgett said she needed to check the budget amount because the performers want to be paid. After discussion, they agreed to have the event time be from 12 noon until 4 p.m.

Maricarmen Garduño made the motion for the time to be changed from 12-4 p.m. on April 27, 2024 for the Team Reidsville Celebration, and Wanda Harley seconded the motion being unanimously approved.

Richard Ratliff asked about the movie that was shown in a previous year, which Dr. Badgett said was "Black Panther" was shown Maricarmen Garduno said that the City had to pay for a license to play the movie, which cost about \$600. Dr. Badgett asked the board to keep in mind the different factors when having a movie, such as the following: time of movie, it's best viewed after dark; members staying to supervise it; cost; projectors, etc. She asked the members to have a decision by the next meeting if they wanted to have a movie viewing at the event and also the name of the movie. Maricarmen said that it would be more entertaining if the performers targeted were different people in the community. Dr. Badgett said to Maricarmen that she has been trying to get different cultures represented last year, including asking Maricarmen to assist gaining representation from her culture being that she may have familiarity of

potential contacts. Dr. Badgett told Maricarmen that she was leaving that part to her to secure Hispanic performers. Dawn Charaba asked Dr. Badgett if she was asking the board to bring potential names of performers to the next meeting, and Dr. Badgett replied “yes.” Dr. Badgett said that if Eric doesn’t assist, she will check with the promoter Michael Bennett. Anna Roach suggested having gospel performers and Dr. Badgett asked her to check on that.

Dawn Charaba asked Dr. Badgett if they were to reach out to performers or bring names to the meeting for her to contact? Dr. Badgett told Dawn to reach out to performers and get cost estimates to have at the next meeting. Dr. Badgett said that she got the sound check person that the City uses for a discount.

Anna Roach asked Maricarmen to be more specific about what she was asking for in regard to Hispanic performers? Maricarmen said that it was cheaper to get a band than individual performers or dancers, etc. Dr. Badgett asked Maricarmen if she could reach out to a band that she had spoken before out of Greensboro. Anna suggested reaching out to a Catholic gentleman who she assists with business matters that hosts different events with performers, etc. Dr. Badgett asked if Anna could contact him to inquire about performing. Maricarmen said to Anna that she didn’t think that a Catholic event would engage in dancing, etc and that they may want only gospel. Dawn suggested to the board that they gather information to bring back to the next meeting in preparation of the event.

Dr. Badgett said she will notify Eddie Boyd, who had contacted Latasha, in regards to be a potential vendor at the event. Daunte Carter said that he knew the person so Dr. Badgett asked him to contact Eddie. Dr. Badgett discussed the vendors from last year’s event. She asked Latasha about the potential face painter that was suggested last year by the City Marketer. Latasha agreed to look into it. Daunte agreed to contact Patricia Neal, owner of Divine Lemonade. Anna will contact Italian O’s. Dr. Badgett said she would not be contacting Lebanese Grill because they were a no show for last year’s event. Latasha agreed to ask Main Street/Market Square Manager Robin Yount if she knew of a taco truck vendor. Dr. Badgett brought a vendor sheet from last year to provide information on such vendors, sponsors, cost estimates, etc. Dr. Badgett said that any food vendors would need the health inspector’s approval before being permitted to participate.

Dr. Badgett followed up on the To Do/Contact List for the members as following:

- Dawn - Cone Health and Rockingham Dental, Valencia for Black History items.
- Maricarmen-the Mobile Library, and the Parks & Rec.
- Daunte-Eddie Boyd and Patricia Neal.
- Anna-Italian Ice.
- Dr. Badgett-Candy Creek, PD, and Fire Dept, mentioned chairs were from Fire Dept. last year.
- Tom-Food truck on 29.
- Khalid-Artwork

Checklist

- T-shirts-not needed from Chamber
- Dr. Badgett said that Screen Print can make shirts for new members.

Daunte said that he had gotten confirmation from Mr. Boyd to be a vendor while in the HRC meeting.

NEW BUSINESS

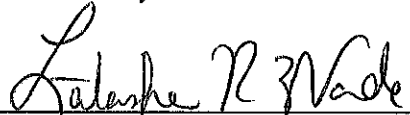
None.

Closing Comments

Dr. Badgett asked the members to have the information to her by February 14th. They would discuss it at the next month's meeting to move forward with planning for the Team Reidsville Celebration. She planned to work on sponsorship sheets as soon as time permitted. Dr. Badgett also reminded them the meetings going forward would be longer due to the need to plan for the event.

The motion to adjourn the meeting at 7:53 p.m. was made by Wanda Harley, seconded by Maricarmen Garduño and unanimously approved.

Submitted by:



Latasha R. Wade, Deputy City Clerk