

AGENDA
REIDSVILLE CITY COUNCIL
MEETING

6:00 PM

Tuesday, February 13, 2024

This meeting will be livestreamed on City of Reidsville YouTube Channel.

1. Call to Order.
2. Invocation by Reverend Clarence Johnson, Retired Pastor of Elm Grove Baptist Church.
3. Pledge of Allegiance.
4. Proclamations & Recognitions:
 - (A) Recognition of Black History Month.
 - (B) Recognition of the City's Information Technology Department as the City's first "Teamwork Award" winners, Director Shirrell Williams, Gilbert Noetzel and Steve Eastwood.
5. Approval of Consent Agenda.
 - (A) Approval of the January 9, 2024 Regular Meeting Minutes.
 - (B) Approval of the 2023-2024 Audit Contract with Cherry Bekeart, LLP.
 - (C) Consideration of a Residential Lease Agreement for the Penn House Apartment.
 - (D) Consideration of Naming and Dedication of the Penn House Event Center.

- End of Consent Agenda -

6. Public Hearings:
 - (A) 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.) (Enclosure #1) - *Jason Hardin, Planning & Community Development Director*

- End of Public Hearings -

7. Budgetary Items:
 - (A) Consideration of Repairs to Community Swimming Pool and Accompanying Budget Ordinance Amendment. (Enclosure #2) - *Heather Whitsett, Reidsville YMCA Executive Director*

- (B) Consideration of Acceptance of a \$300,000 State Budget Allocation for Parks and Recreation Facilities and Accompanying Budget Ordinance Amendment. (Enclosure #3) - *Chris Phillips, Assistant City Manager of Administration/Finance Director*
- (C) 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. (Enclosure #4) - *Chris Phillips, Assistant City Manager of Administration/Finance Director*
- (D) Consideration of Fiscal Year 2024-2025 Budget Calendar and Work Sessions. (Enclosure #5) - *Summer Woodard, City Manager*
- 8. Grants:
 - (A) Consideration of Bids for CDBG-NR Housing Rehabilitation. (Enclosure #6) - *Jason Hardin, Planning & Community Development Director*
- 9. Ordinances:
 - (A) 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. (Enclosure #7) - *Jason Hardin, Planning & Community Development Director*
- 10. Human Resources:
 - (A) Consideration of Changes to the City's Personnel Policy. (Enclosure #8) - *Leigh Anne Bassinger, Human Resources Director*
- 11. Board & Commission Appointments;
 - (A) February Appointments. (Enclosure #9)
- 12. Public Comments.
- 13. City Manager's Report:
 - (A) Month of February. (Enclosure #10)
- 14. Council Members' Reports.
- 15. Announcement of Board & Commission Appointments.
- 16. Miscellaneous:
 - (A) For Information Only.
- 17. 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).
- 18. Adjourn.



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.

Donald L. Gorham
Mayor

**MINUTES OF THE REGULAR MEETING
OF THE REIDSVILLE CITY COUNCIL
HELD TUESDAY, JANUARY 9, 2024 AT 6:00 P.M.
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 health reasons*)
Councilman William Hairston
Councilman William Martin
Councilmember Terresia Scoble

COUNCIL MEMBERS ABSENT: NONE

CITY STAFF PRESENT: Summer Woodard, City Manager
Angela G. Stadler, City Clerk
William F. McLeod, City Attorney
Chris Phillips, Assistant City Manager
Josh Beck, Public Works Director
Jason Hardin, Planning & Community Development Director

CALL TO ORDER.

Mayor Gorham called the meeting to order.

INVOCATION BY PASTOR DR. MICHAEL T. GALLOWAY OF THE GREATER BRANDON CHAPEL MISSIONARY BAPTIST CHURCH, 1121 BRANDON CHAPEL ROAD, ALTON, VA., PRESIDENT OF THE MINISTERIAL ALLIANCE OF REIDSVILLE AND VICINITY AND A CHAPLAIN FOR THE REIDSVILLE POLICE DEPARTMENT.

Pastor Dr. Michael T. Galloway of the Greater Brandon Chapel Missionary Church provided the invocation.

PLEDGE OF ALLEGIANCE.

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

PROCLAMATIONS & RECOGNITIONS:

RECOGNITION OF DR. MARTIN LUTHER KING JR. DAY ON MONDAY, JANUARY 15, 2024.

Mayor Gorham presented to Reverend Galloway the Martin Luther King Jr. Day proclamation, which reads:

PROCLAMATION

WHEREAS, Dr. Martin Luther King Jr., a native of Atlanta, Georgia, was tragically killed at age 39 on April 4, 1968, in Memphis, Tennessee, while leading sanitation workers in a protest against low wages and intolerable working conditions; and

WHEREAS, the King Holiday and Service Act of 1994, signed into law on August 23 of that year by President Clinton, designates the King Federal Holiday to be a day of national service and this year's observance on Monday, January 15, 2024, will be celebrated by City of Reidsville employees; and

WHEREAS, at the heart of Martin Luther King Jr.'s philosophy was a concept of service for he believed that a person's worth was not measured by his color, culture, or class but rather by his or her commitment to making a better life for all, and it is this belief that makes the King observance a unique holiday because it challenges Americans not only to remember and to celebrate but also, most importantly, to act to address those issues for which Dr. King and others gave their lives;

NOW, THEREFORE, I, Donald L. Gorham, Mayor of the City of Reidsville, and the Reidsville City Council, do hereby recognize Monday, January 15, 2024, as **Dr. Martin Luther King Jr. Day** in Reidsville and continue to urge all residents to join us as we rededicate ourselves to the principles of justice and equality for all in memory of this apostle of non-violence who gave his life in the crusade for human rights.

This the 9th day of January, 2024.

/s/

Donald L. Gorham, Mayor

Mayor Pro Tem Harry Brown
Councilman William Hairston
Councilman William Martin

Councilwoman Barbara J. DeJournette
Councilman Shannon Coates
Councilmember Terresia Scoble

In accepting the proclamation, Rev. Galloway said it is kind of sad to say that this in 2024 and there is still a whole lot of things that need to change. He thanked the Mayor and Council members and God for having the opportunity to have MLK Day. He stressed it is very important to carry on the legacy of Dr. King, who was a very influential man of God who cared not only for the African-American race but also for anyone who was socially and racially oppressed. On behalf of the Ministerial Alliance, he noted three upcoming events, including at 5 p.m. Sunday at the Jerusalem United Holy Church, the annual MLK Scholarship and Unity Service; at 1:30 p.m. on Monday, January 15, the commemorative speech on the steps of City Hall; and at 3 p.m. Monday, the Memorial Service at the Elm Grove Baptist Church. He again thanked God for the opportunities that he has afforded us and through Dr. King, we're going to try to keep that dream alive.

APPROVAL OF CONSENT AGENDA:

Councilman Hairston made the motion, "so moved," to approve the Consent Agenda, which was seconded by Mayor Pro Tem Brown and unanimously approved by Council in a 7-0 vote.

CONSENT AGENDA ITEM NO. 1 - APPROVAL OF THE DECEMBER 12, 2023 REGULAR MEETING MINUTES.

With the approval of the Consent Agenda in a 7-0 vote, the Council approved the December 12, 2023 Regular Meeting Minutes.

CONSENT AGENDA ITEM NO. 2 - APPROVAL OF THE REAFFIRMATION OF THE CITY OF REIDSVILLE CODE OF ETHICS AND CONFLICT OF INTEREST POLICY.

With the approval of the Consent Agenda in a 7-0 vote, the Council approved the Conflict of Interest Policy and Code of Ethics as outlined in the City Clerk’s memo dated January 2, 2024, which follows:

MEMORANDUM

TO: Summer Woodard, City Manager
FROM: Angela G. Stadler, CMC/NCCMC, City Clerk
SUBJ: Conflict of Interest Policy & Code of Ethics
DATE: January 2, 2024

In 2010 and 2011, the Reidsville City Council adopted a Code of Ethics and a Conflict of Interest Policy, respectively. Every two years, following municipal elections, the possibility exists that new members will be elected to the Reidsville City Council, who were not on the board when such policies were approved and may not be aware of them. Such policies are also needed for some federal grants. Therefore, we include the Code of Ethics and Conflict of Interest Policy on the Council agenda after every future election. Our newly elected Council members also typically either attend the Essentials of Municipal Government course or receive the State-required ethics training as well.

Both the Code of Ethics and Conflict of Interest Policy are attached for Council’s review. By approving the Consent Agenda, each Council member is affirming or reaffirming their commitment to adhering to these policies while serving on Council.

Please let us know if there are any questions. *(END OF MEMO) (A COPY OF THE CODE OF ETHICS AND CONFLICT OF INTEREST POLICY AS AFFIRMED OR REAFFIRMED BY COUNCIL ARE HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)*

- End of Consent Agenda -

PUBLIC HEARINGS:

CONSIDERATION OF A REZONING REQUEST FOR A PROPERTY LOCATED AT 701 MONTGOMERY STREET, SPECIFICALLY ROCKINGHAM COUNTY TAX PARCEL #150268, FROM NEIGHBORHOOD BUSINESS (NB) TO RESIDENTIAL-6 (R-6) (Z 2023-02).

In making the staff report, Planning & Community Development Director Jason Hardin stated that the applicant, Tran Thi Bao Vo, is petitioning to rezone this property located at 701 Montgomery St., Rockingham County Tax Parcel #150268 from Neighborhood Business (NB) to Residential-6 (R-6). Docket No. Z 2023-02. The parcel encompasses an area of 7,840.8 square feet or 0.18 acres, he said. A vacant two-story commercial building constructed in 1917 per tax records is located on the lot. Hardin said residential dwellings are allowed in the NB district, but only as an accessory to a commercial use with a Special Use Permit (SUP). In other words, a business would need to be the primary use of the building with the dwelling only as an accessory use and approval of a SUP, he continued. No other dwelling types are allowed in the NB district.

The surrounding land use is a mix of Neighborhood Business (NB) and residential (R-6), Hardin noted. The areas to the south and east are zoned Residential-6 (R-6). To the north and west the abutting lots are zoned Neighborhood Business (NB) and Residential-6 (R-6). Overall, the area is a primarily residential with a few commercial properties to the northwest. Considering the presence of

an abutting Residential-6 (R-6) neighborhood to the south and consistency with surrounding land use, a zoning designation of R-6 for the property would be consistent with the surrounding area, he stated. Hardin noted that this property is located in the Growth Management Area 2 – Urban, which encompasses the area immediately outside of the Central Business District (CBD). GMA 2 prioritizes expansion of housing stock alternatives, rehabilitation of existing housing stock, and preservation of significant historic structures, he pointed out.

Therefore, staff finds that the proposed rezoning is consistent with the 2022 Reidsville Land Development Plan, he said. 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 recommends the proposed rezoning application be approved, he said, adding that the Planning Board unanimously recommended the proposed rezoning be approved.

With no questions from Council, Mayor Gorham opened the public hearing at 6:15 p.m. With no one speaking for or against, the public hearing was closed at 6:16 p.m.

Councilman Hairston then read the following provided 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, incorporated into the motion, to be included in the minutes.” The motion was seconded by Councilmember Scoble and unanimously approved by Council in a 7-0 vote.

Following is the Consistency & Reasonableness Determination statements which were included in the agenda packet, and cited in the motion:

CONSISTENCY & REASONABLENESS DETERMINATION

The Board has reviewed **Case Z 2024-01**, rezoning from **Industrial-1 (I-1) and Industrial-2 (I-2) to General Business (GB)** 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 2 – Urban**.
 - A. This parcel is located in the **Growth Management Area 2 – Urban** according to the Reidsville Land Development Plan, and is characterized by a high concentration of historically and architecturally significant buildings.
 - B. The Reidsville Land Development Plan prioritizes expansion of housing stock and alternatives in **Growth Management Area 2 – Urban**.
 - C. The Reidsville Land Development Plan prioritizes providing adequate retail and commercial provisions in **Growth Management Area 2 – Urban**.
 - D. The Reidsville Land Development Plan Identifies a current lack of neighborhood-scale retail services in **Growth Management Area 2 – Urban**.
 - E. Uses permitted within the **GB** 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 properties are adjacent to an existing **R-6** neighborhood as well as the downtown **CB** district.
 - B. The uses allowed in the **GB** 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 expansion of housing stock and alternatives, and providing adequate retail and commercial provisions in the **Growth Management Area 2. (END OF STATEMENTS)**

CONSIDERATION OF A SPECIAL USE PERMIT REQUEST TO PLACE A MANUFACTURED HOME ON A VACANT PROPERTY LOCATED ON HILL STREET, SPECIFICALLY ROCKINGHAM COUNTY TAX PARCEL #154106 (S 2023-03).

(Halfway through this report, the meeting was stopped and the City Clerk swore in Hardin and the applicant, Mr. Rodriguez.)

In making the staff report, Planning & Community Development Director Jason Hardin noted that Michel C. Rodriguez has applied for a Special Use Permit (SUP) for a vacant property located on Hill St. (Parcel #154106). The applicant is requesting approval to place a Manufactured Home at this location. The property is zoned Residential-6 (R-6) and Manufactured Homes are allowed with a SUP. Michel C. Rodriguez is the applicant and property owner. The standards in the Ordinance for manufactured homes on single lots were read by Hardin as follows:

- Mobile homes/manufactured homes on single lots must be built to HUD standards (National Mobile Home Construction and Safety Standards Act).
- Each unit must have been constructed within five years of the date of issuance of the certificate of zoning compliance and must have a seal of compliance per G. S. 143-144 et seq. Each unit must further comply with the following criteria:
 - (a) The manufactured home has a length not exceeding four times its width; and
 - (b) The pitch of the manufactured home's roof has a minimum vertical rise of two and two tenths feet for each twelve feet of horizontal run (2.2' in 12') and the roof is finished with shingles; and
 - (c) The exterior siding consists predominately of vinyl or aluminum horizontal lap siding, wood or hardboard;
 - (d) A continuous, permanent masonry curtain wall or foundation, unpierced except for ventilation and access, is installed under the manufactured home;
 - (e) The tongue, axles, removable towing apparatus, and transporting lights are removed after final placement on the site.
 - (g) A porch at least 16 square feet in size and at least 4 feet by 4 feet in dimensions, with stairs, must be attached to the front entrance of the home in a workmanship manner that meets North Carolina Building Codes.

The applicant is required to meet this criterion in addition to any conditions placed on the SUP, Hardin explained. He then noted, as Council is aware, they must come to certain findings regarding the impact of the development on the area. It is the applicant's responsibility to provide evidence and materials that will allow the Council to take the appropriate action, he said. The Council may also

recommend conditions on the application to ensure that the proposed project meets the intent of the Zoning Ordinance, he added.

The Planning & Community Development Director said the following are the specific findings of fact from the Zoning Ordinance in which the Board must find:

1. The use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.
2. The use meets all required conditions and specifications.
3. The use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity.
4. The location and the character of the use if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located and in general conformity with the Land Development Plan for Reidsville and its surroundings.

Planning staff recommends the following conditions be placed on the SUP, which are in line with the request, Hardin noted:

1. The use shall comply with the Special Use criteria for Manufactured/Mobile Homes per the Reidsville Zoning Ordinance.
2. The unit shall comply with the North Carolina Building Code.

Following Hardin's report, Mayor Gorham opened the public hearing at 6:22 p.m. The applicant, Mr. Michel Rodriguez, came forward. He talked of two homes he had previously renovated in Reidsville, one of which he had sold. The second home he had renovated but it is located near a funeral home, and he has a problem with people blocking his driveway. He then talked of his plans for putting a manufactured home on the property in question.

Councilman Coates asked Mr. Rodriguez that, from the pictures in the agenda packet, it looked like there was vinyl beneath the home, but the requirements in the packet indicate it should be masonry. He asked if it was going to be brick? Mr. Rodriguez showed him a picture and said it was going to be concrete, professionally installed, and he would adhere to all of the City's rules and regulations.

With no other questions, the Mayor closed the public hearing at 6:25 p.m.

Mayor then lead the Council in reviewing the four Findings of Fact as follows:

1. The use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved. – **Approved 7-0**
2. The use meets all required conditions and specifications. – **Approved 7-0**
3. The use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity. – **Approved 7-0**
4. The location and the character of the use if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located and in general conformity with the Land Development Plan for Reidsville and its surroundings. – **Approved 7-0**

Councilmember Scoble made the motion, “so moved,” to approve the Special Use Permit, which was seconded by Councilman Hairston and unanimously approved by Council in a 7-0 vote.

Mayor Gorham then made the motion, seconded by Councilmember Scoble and unanimously approved by Council in a 7-0 vote, to approve the two conditions to be placed on the Special Use Permit.

The Special Use Permit as approved follows:

SPECIAL USE PERMIT

There is hereby granted to Michel C. Rodriguez, a Special Use Permit in accordance with the Reidsville Zoning Ordinance, Article V, Section 3 of the Reidsville Zoning Ordinance.

This permit is to allow Michel C. Rodriguez to place a manufactured home (mobile home) on a vacant property located on Hill St., specifically Rockingham County Tax Parcel Number: 154106 with the following conditions:

1. The use shall comply with the Special Use criteria for Manufactured/Mobile Homes per the Reidsville Zoning Ordinance.
2. The unit shall comply with the North Carolina Building Code.

Said property is zoned Residential-6 (R-6).

This Permit is granted to the person, firm, or corporation designated above, and for the purpose and under the conditions set forth above. The Special Use Permit will continue to remain valid following transfer of ownership of the property provided that circumstances and conditions remain as described at the time that the Permit is granted. Violations of the conditions set forth will be cause for immediate termination of the Permit.

AUTHORIZED this _____ day of _____, 2024,

by the CITY COUNCIL OF REIDSVILLE, N. C.

/s/ _____

CITY CLERK
ANGELA G. STADLER

- End of Public Hearings -

CONTINUED ITEMS:

CONSIDERATION OF A REQUEST TO REZONE A VACANT PARCEL LOCATED OFF SOUTH PARK DRIVE, SPECIFICALLY ROCKINGHAM COUNTY TAX PARCEL #173833, FROM RESIDENTIAL-20 (R-20) TO CONDITIONAL ZONING RESIDENTIAL-12 (CZ R-12). (A PUBLIC HEARING WAS HELD ON THIS ITEM ON NOVEMBER 14, 2023, BUT THE VOTE WAS DELAYED BY COUNCIL FOR FURTHER CONSIDERATION. (CZ 2023-02))

Planning & Community Development Director Jason Hardin came forward to give Council a recap of this application, which the board had previously considered and held the required public hearing. He explained that Belmont Estates, LLC is petitioning to rezone a vacant parcel located off South Park Drive (Rockingham County Tax Parcel #173833) from Residential-20 (R-20) to Conditional Zoning Residential-12 (CZ R-12). The requested conditions include allowable land uses to be **Townhomes only** and providing a connection to the existing City of Reidsville Jaycee Park Greenway as a development condition, he said. No other use conditions have been requested by the applicant, and all other development standards for the R-12 zoning district apply. Hardin said the applicant has provided a conditional zoning master plan as required by the Ordinance. Planning staff recommended the application be approved based on its location in Growth Management Area #3 of the Land Development Plan, which is to be primarily for residential development, and Goal #3 of the Reidsville Land Development Plan, which is to “Expand available housing stock.” The Planning & Community Development Director said the Planning Board unanimously voted to recommend denial of the proposed conditional zoning map amendment application. All that remains is for Council to take whatever action it desires for this application, he concluded, adding that he’d be glad to answer any questions.

Mayor Gorham said there were some questions that came up in reference to some single-level homes and asked Hardin to elaborate on that. Hardin said that he would defer that question to the applicant to answer because the conditions added have to be voluntarily accepted by him, which is North Carolina General Statute law. The Planning & Community Development Director said if such homes were added at this point, there are a couple of options. If the applicant voluntarily adds these conditions to the application, the Council can refer it back to the Planning Board for re-consideration, he said. Or Council can give approval with the stipulation that the rezoning is only effective if they submit in writing that they will adhere to the condition within whatever time period Council sees fit, which Hardin recommended 10 days, with the rezoning only effective after this has been done. The other option would be for Council to approve or deny the rezoning as is, he stated.

Mayor Gorham asked if there was anyone here tonight who could answer that particular question? Mr. Robert “Bo” Carpenter, the attorney representing the applicant Andrew Wallace, came forward. He said the single-level home condition will not work for this particular project, that it is not going to be feasible. He said his client was open to other conditions but this is not one that they can agree to. He also wanted to point out that this is just a simple rezoning matter for you to approve as submitted to the Council. He said if there are other conditions or questions, he would be happy to try and answer. He added that Mr. Wallace is also present, but again the attorney said he doesn’t believe the single-level home is something that feasibly can be done.

Mr. Wallace came forward and stressed that the two-story townhome fits within the plans he and the proposed builder have for this project. This builder also has a development on Liberty Road that is offering quite a few single-level homes, he thought close to 400 or perhaps less, he said. The intent, Mr. Wallace said, is to keep that product there and then use the multi-level or two-story family homes on this particular site. Based on the Performa, he said they’d like to stick with the multi-family/two-story homes. One reason driving this too, he noted, is the amount of land that is being utilized at 44-plus acres. He reminded them that 10-11 acres will be established as a protected area and, perhaps, a conservation area. He said that is the intent right now. Councilman Coates said basically there will be

33-34 buildable acres? Mr. Wallace said more land is available but at the suggestion of the town and also their Performa, only about 30-31 acres will be used. Noting that the final drawings aren't complete, he said he thinks the R-12 allows them to go up to 400-plus units, but they are stopping at 200 units and utilizing the rest of the area for conservation. Again he noted that the homebuilder they are proposing to use will be offering another product at another site. He also stressed their plans to connect to the City's existing greenway and extending the greenways through the property via an easement or whatever means are able, providing sidewalks to connect to the greenway at the high school. He said these are conditions that they have talked about and are willing to implement.

Councilman Coates asked Mr. Wallace if he was still planning to go with D.R. Horton as the builder as was mentioned at the November meeting? Mr. Wallace said they have not signed a contract but have been working with them even further since the last meeting. Councilman Martin asked if they don't go with D.R. Horton, how would they be built or was Mr. Wallace planning to build them himself? Mr. Wallace said they would entertain another production builder but would use something similar to those materials, roof lines, etc.

Councilmember Scoble asked, as the zoning is now, how many homes could they build there? Planning & Community Development Director Hardin answered that question, explaining that in R-20, townhomes are allowed right now with a special use permit, but it is slightly lower density so they are limited to about 3.7 units an acre. Mr. Wallace could build around 141-142 units in R-20, it was noted. In R-12, the density increases slightly, and he could increase that number by about 50 units, Hardin said. He said basically the applicant is asking for about 50 more units than would be available through the special use permit process.

Councilman Martin said he thought Mr. Wallace said he could build 400 based off the R-12 rezoning? Mr. Wallace's associate, Mr. Taft Cable, said that maximized would be 400 units, but they didn't want to go to the maximum and were looking at building about 194 units. The Councilman said he has heard 194, 200 and 215 units mentioned. After speaking with the Fire Marshal, Public Works and D.R. Horton, they decided the "sweet spot" is right at 200 units, Mr. Wallace said.

Councilman Coates said back in 2006, since Mr. Wallace has been involved the entire time, wasn't there a discussion about a mix of townhomes and single-level homes? Mr. Wallace replied that since then NCDEQ (Department of Environmental Quality) has revised its guidelines, and they could not encroach nearly as close to Troublesome Creek as they could before. Regarding the actual building acreage, Councilman Martin said he was curious, how many buildable acres are there if you maximize it? Mr. Cable replied, 42 acres, but we don't want to build on 42 acres. Councilman Martin replied, you can't build on 42 acres can you because of the creek that runs through there and the watershed. They agreed. So, the Councilman said he is asking that, if you take all that out, how many buildable acres do you have? Mr. Cable said that with 200 units, they will touch about 28 acres, leaving some 15 acres untouched. Councilman Martin said you couldn't touch those acres anyway, to which Mr. Wallace replied, they could get closer if they put larger retaining walls, etc. Without doing retaining walls, Councilman Martin asked how many buildable acres are there? Mr. Cable said 42, explaining that you can build in wetlands, citing the Wetlands Act, etc. Mr. Cable reiterated their plans to build 200 units on 28 acres, which per the traffic studies, etc., he said there wouldn't be a difference or just a fraction more in traffic. Councilman Martin said he doesn't care about the traffic

studies, but he does care that the Planning Board voted it down unanimously with no one in the community coming out and speaking in favor of it. He said Reidsville has multiple projects in the works for over 400-some apartments, which, in his opinion, is the same thing as townhomes or the same type of living. In addition to the 400 apartments behind the Food Lion, there are about 200 apartments getting ready to be built off of Holiday Loop Road, bringing the total to roughly 600 apartments. He said there is also the project that Mr. Wallace has been speaking of off of Liberty Road with some 480 homes, which he said he believes will be more affordable housing, so a total of 1,100 homes. Mr. Cable said around 1,000 units.

Councilman Martin said he doesn't disagree that we may not have a need for this type of multi-story housing, but he thinks there are locations where such housing fits certain neighborhoods. In his opinion, he doesn't believe this type of housing belongs in this neighborhood. He said there are opportunities for growth in Reidsville, and there are places that he believes this would fit better in. He said he isn't against growth or against them building, but he doesn't think that these projects fit into this neighborhood given the surroundings. Also, there is no R-12 zoning adjacent or adjoining to any of this property right now, he said, so he doesn't agree with that. He reiterated again that he doesn't think this fits.

Mr. Cable talked about how Reidsville High School is booming with all of these young athletes coming here, and they are offering to build a greenway and putting in sidewalks to get the high school. Teachers there need housing, etc., and if they need to build something down the road, they can but right now, it makes financial sense to build two-level townhomes, he said. Single-family homes are being built off Liberty Road, he stressed, which is only about two miles away.

Councilman Martin said the complaints he has heard from everyone here and at the Planning Board when it was unanimously denied, they don't want townhomes in the area and everyone that he has spoken to individually are aware that this property has the potential to be developed with housing. He told them he wouldn't have a problem with them developing it with housing or single-level townhomes that are on a nicer scale. He said, in his opinion, this is one of our highest, nicest real estate areas so people are looking for comparable housing, \$350,000-plus, in that area. The people in this neighborhood are the ones who have to deal with this, the Councilman said, but we have a lot of housing going on throughout the community right now. He doesn't see where if these 200 townhomes don't get built, that is going to affect us financially or affect the impact of jobs that will come into this community without this particular project, Councilman Martin continued. What it will affect, there's a lot of people in the neighborhood who don't want it there, he said. He reiterated that no where near the area is R-12 zoning and that it is all R-20. Mr. Wallace interjected that the property was zoned R-12 up until about two years ago. Councilman Martin said it was his understanding that when the special use permit was incorporated in that it was, but it was originally zoned R-20. The Councilman stated that they applied for R-12 with the special use to build a smorgasbord of different type housing there, then they took it back from that to R-20. Then you tried to rezone it to R-12 with no special use or no other contingencies, requesting to build 200 townhomes, he said.

Mr. Cable said it is financially impossible to do that and make it work. When you put in 200 units, you bring in \$800,000 in tax revenues for the City, plus we're giving you \$100,000 in greenways and \$50,000 in sidewalks, upfitting roads, etc. You can't turn around and say here's 140 units because

financially it doesn't do anything, he said. Councilman Martin said he's not asking them to build 140 units. As the discussion continued, Mr. Cable said they could go in with the R-12 zoning and build low income housing or \$50,000 homes to which Councilman Martin said, yes, if the Planning Board approved it. Mr. Cable said they can already go ahead and do 140 townhomes, he said, but they are trying to do a good product and are trying as hard as they can. Councilman Martin again said that the people in the community don't want it. He said he isn't saying the Council is going to vote for or against it, but he is telling him how he feels. He stated that he is obviously not for it, but he feels it is his job to represent the people who elected him into this position, but his job is also to create growth and like was said, look for tax dollars. However, with all of the other housing projects coming up in the City, close to a 1,000, he said he feels there are certain locations where these types of projects fit. The Councilman said he feels like they are putting in low-income housing. Mr. Cable talked about the students who could live here as he described Reidsville High School as the "top of the food chain", noting he watches their football and basketball games. He said those students are going to live there. Councilman Martin said he was glad they would have options.

Councilmember Scoble said it keeps being mentioned what happened two years ago, and as a business owner, she knows that costs are tremendously higher now than they were two years ago. You cannot come in here and build what you were going to do two years ago and make a profit, she asserted. If you can't make a profit, you don't want to be in business, the Councilmember stressed, saying she understands that. She noted that they could come in right now and build 144 units, and they are asking permission to do 50 more units. Councilmember Scoble said she also wanted to say that all of these apartments around the high school, nobody wanted those either but now they are there and we have filled them up and there's nothing available. These are going to be townhomes for sale and not rental property but owned by the people who live there, she continued, so they will be vested in that property. My understanding is that your average selling point is going to pretty much be equal to the houses that are around the area so it's not like you're coming in with low-income or low-valued homes, the Councilmember stated. Councilman Martin said it was his understanding they would be selling these townhomes for \$250,000, roughly 15,500 square feet? Mr. Wallace said the square footage was about right but the price would be about \$225,000. Councilman Martin questioned whether the average home in that area is \$225,000. Noting she lives in that area, Councilmember Scoble said there are a lot of homes there that range in all different prices, including homes that have been there for years and years and homes that have just been built. She said it is a very diverse community.

Depending on what area you're in, Councilman Martin noted, saying he had spoken with realtors that pulled home sales and averages in the neighborhood. He said he listened to the gentleman that spoke at the last meeting and pulled comps for the sales in the neighborhood but then he reached out to two other realtors. Average home sales in the area are closer to the \$500,000 range, he asserted, when you pull the comps, not \$225,000. Mr. Cable questioned whether these were buying or selling agents, to which Councilman Martin replied, both. He talked with them about what they felt would sell and wouldn't sell. Speaking of the people who will purchase these homes, the Councilman said there is nothing that prevents this from being rental properties. In his opinion, a 1,500-square-foot townhome selling for \$225,000 is going to be no different than that of the apartment complexes located behind Food Lion, Councilman Martin said.

Mr. Cable talked of how they are pro-Reidsville and Reidsville High School, which Councilman Martin said he appreciated. Noting he grew up and lives here, Mr. Cable talked of their support for the City and high school. If the retail continues to boom the way it is, he said he would be all in and supportive. Councilman Martin asserted that what is not being built in Reidsville and many places in Rockingham County that some people are looking for is more expensive housing in the \$800,000 range, etc. He gave as examples people working at Purina or management at the casino, etc., and discussed the tax revenues of these townhomes versus those \$800,000 homes. He asked how the homes built in the Pine State Dairy neighborhood across from this property were built and made money, but Mr. Cable said those homes were built 30 years ago. The Councilman said he understands, as a contractor himself who does commercial work travel and is licensed in multiple states, developmental processes, building and making money, but there is money to be made. It is your business decision what you choose to be able to make that money, he said, and there's not the same amount of money to be made building those homes versus building 200 townhomes. If there was no money to be made in building homes or making developments like that, we wouldn't have contractors building that type of stuff in the area now, the Councilman asserted. Mr. Cable said today they just want to add 50 more units.

Councilman Martin asked Hardin, when they spoke about this R-20 zoning and R-12, you said if I understood correctly that they can build houses in there without a special use permit? Hardin replied, yes, that in R-20 single-family homes are allowed by right. The Councilman said he wanted to confirm that they cannot build 140 townhomes under R-20 unless they are granted a special use permit? Hardin agreed. The Councilman said he wants to be clear that 140 townhomes cannot be built on this property without the developer going back through Planning & Zoning and requesting a special use permit? That is correct, Hardin said. Councilman Martin asked if we make a motion to leave this R-20, he can build whatever houses will fit on the buildable acreage whether it's 28 acres or retaining walls or whatever he chooses to do? Correct, Hardin replied, but this led to a brief discussion about lot sizes and how many units could be built, etc.

Councilmember Scoble said when they discussed about whether they approved it or not, Hardin didn't mention that it would have to go back to Planning Board. The Planning & Community Development Director said it does not. He said if you deny it, then it's done. If you and the applicant agree on other conditions, he said he had mentioned it has to go back to Planning Board. Based on what is written, if it is approved tonight, it does not have to go back to Planning Board? she asked. Hardin said, no, it does not.

Mr. Wallace's attorney, Mr. Carpenter, asked to clarify one point that was being made. He said it is true that if you don't approve this, the 140 units would have to go through the special use permit process, but that is a very different process than what is before you now. He said you don't have the discretion tonight that you would have in a special use process. He said he feels extremely confident that with that process, Council would have no choice left to approve it as a matter of law. He said this is the one night you guys have any real say in what this is going to look like. The attorney said he gets the hesitancy with townhomes but this is a new building project that's coming on board, not just here but across the state. He said he has worked on the titling of 4-5 of these over the last year. Townhomes haven't been built much over the last 30-40 years, people are more comfortable with single-family homes, he said. However, it's got to a point where it's not affordable for people to build

single-family detached homes at an affordable price. The only way to do it economically is to build what is called “missing middle” housing, such as your duplexes and whatnot. He said he comes from the City of Asheville which just did a new multi-million dollar study, and they have committed to the building of townhomes. These are for people who can’t afford the same homes as CEOs, Mr. Carpenter stressed. He said this project addresses the need for middle housing. He said this gives Reidsville the opportunity to be on the front end of building townhomes, which is happening across the nation. He again said he understood the hesitancy, to which Councilman Martin said he doesn’t have a problem with townhomes.

The Councilman said he thinks there are other buildable properties where this would bring less animosity from people in the neighborhood and be better suited neighborhoods for a \$225,000 townhome. He said that is his opinion. He asked Mr. Carpenter, you said that this is our opportunity to have a say in this, but you feel confident that if we deny this, you can make the appeal for the special use permit for the 140 townhomes? If you do that, that’s your choice, but Councilman said they just said that even reducing the number and building the smaller number is not feasible for them anyway. He noted that you also made a statement that we wouldn’t get any say and you alluded that you could take this to court to try and get the R-20 rezoning under special use permit. Then you could just immediately start building, and we would get no say in the construction or the layout although the planning and zoning department is who makes the approvals of what you have, Councilman Martin said. He said that is done in such departments across the state and up and down the East Coast as changes are made to development projects, etc. So, we do get a say, Councilman Martin asserted. He asked Mr. Carpenter to explain what he means by we don’t then.

Mr. Carpenter said what he meant is that the special use permit process is a special process where as long as the applicant meets certain conditions, you have to approve as a matter of law. He corrected himself saying it isn’t meeting the conditions but meeting the building code or the ordinance. Councilman Martin said but the ordinance comes from the municipalities. The Councilman continued on saying that they have to meet our ordinances to build 140 homes, and as he discussed it further, he said it was a little misleading to say we have no say. Mr. Carpenter said of course, you get a say, but there is a process you have to go through, even after tonight if you approve this. He said it has to go through the permitting process and everything to make sure it complies with the building code and ordinances and everything else. When I say you don’t get to say, I’m talking about the Council members, not the City of Reidsville. Councilman Martin said we do have a say about the ordinance part. He then stated he had said all he has to say, and he think everyone knows where he stands.

Councilmember Scoble said she had a comment. She said she knows we are behind the ball when it comes to housing in Reidsville. There are apartments that are not available, we have a very low inventory of houses for sale, but we also know what’s coming with the casino, etc., she noted. The Councilmember said our goal has always been to get professional people to come to live in Reidsville. They can work anywhere they want, but we would like for them to live here, and this is what they are looking for. She said she lived in a townhouse for years, and professional young people don’t want yards to mow, they want a very small area to take care of. From what she has read and investigated, this is what people want and you’re exactly right, it fits this generation, Councilmember Scoble asserted. Mr. Carpenter agreed, saying that this is what young people want. Numerous studies

have been done nationwide, and the housing shortage is not a Reidsville problem but a national problem.

Councilman Martin interjected that she said this is what the people want. He said the only people he has heard want this are outsiders. Again he said this type of housing, he would be happy with it in other locations, but he has an obligation to the people to carry out the will of the people because we're elected for the people, by the people, we are not elected by the outsiders. Mr. Carpenter told Councilman Martin that he agreed with him 100%, he is doing a job right now, he gets that and he thought the Councilman was asking really good questions. He said what he was saying is townhomes are the new thing, and all the cities are really pushing this. He said you can go onto YouTube and see a Greensboro video on how they are stressing about the missing middle being built.

Councilman Martin said there may be other locations in Reidsville that investors could look into that would be suited for this project. Mr. Carpenter said, one final point, they do own this property, and yes, you know they can decide not to build and go back to the drawing board and build something you guys don't get any say in at all. He stressed that he doesn't think they're planning on doing this, but they could. So, this is your chance to have a legislative say what happens, he said. Councilman Martin said they can build anything they want that conforms to the ordinances.

Councilmember Scoble said that is true, but tonight, Council is supposed to be voting on the zoning. Councilwoman DeJournette asked if their objective is not to approve what Reidsville needs for us to grow and bring businesses here. She said older people may not want single-family homes, but Councilman Martin asserted they don't want two-story homes either. Councilwoman DeJournette said aren't we holding ourselves back if we don't grow and expand? Saying he assumed that question was directed at him, Councilman Martin again cited the different housing options currently being built. He said again that he was for growth, but there are certain ways to grow. He also spoke of the duty to their constituents. He stressed that it might be different if we were stagnant, but we have these housing options in the works, etc.

Mayor Gorham then called for a motion.

Councilman Coates made the motion to deny the proposed rezoning for the specified parcel 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. The motion was seconded by Councilman Martin but failed in a 2-5 vote with Mayor Gorham, Mayor Pro Tem Brown and Councilmembers DeJournette, Hairston and Scoble voting against.

Councilmember Scoble then made the following motion to approve the proposed rezoning for the specified parcel 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. The motion was seconded by Councilman Hairston and was approved in a 2-5 vote with Councilmen Coates and Martin voting against.

PRESENTATIONS:

CONSIDERATION OF CITY OF REIDSVILLE AUDIT ENDING JUNE 30, 2023.

Mr. Daniel T. Gougherty with the Cherry, Bekaert Accounting Firm attended the meeting remotely and presented a PowerPoint of required communication that did not delve deeply into the numbers presented in the report. *(A COPY OF THE AUDIT EXECUTIVE SUMMARY POWERPOINT IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)* Among the slides the auditor pointed out that there was one material weakness related to grant revenue recognition and one related passed audit adjustment as well. These items will require a letter, signed by the City Council, to be submitted to the Local Government Commission within 60 days of today's presentation.

Assistant City Manager of Administration/Finance Director Chris Phillips came forward. He noted he could get Mr. Gougherty's contact information. He said the auditors work at the City Council's pleasure so if they have any questions, they can contact them or Phillips said he could pass it along. Acknowledging they may have had trouble hearing some of the presentation, he said this was the required auditor communication, which he described as somewhat boilerplate information that they auditors must relay to Council within 45 days of the audit report. He noted that some of the numbers and more details, along with historical information, will be given to Council at their retreat next month.

Phillips did touch on the material weakness that Mr. Gougherty mentioned. Phillips explained that the item was related to grant revenue recognition. Each grant has different requirements and the American Rescue Plan funds revenue recognition is based on expenditures of the funds while the City had recognized the funds when allocated to a specific project. Even though all of the ARP funds were considered revenue replacement, the revenue should not have been recognized until spent. He stressed that it is presented correctly in our financial statements. The letter to go to the Local Government Commission will be available for Council members to sign, he added.

POWERPOINT ON THE 2024 REVALUATION PROCESS.

City Manager Summer Woodard noted that the Rockingham County Tax Administrator Todd L. Hurst had attended one of the City and County Managers' luncheons a couple of months ago. Knowing this is a revaluation year for the County, which will impact the City of Reidsville, we thought it would be helpful for Mr. Hurst to brief us on what we can expect in the oncoming months as we start the process.

After giving some background on himself and his office, County Tax Administrator Hurst introduced some of his staff that was present and then reviewed a slide presentation on the 2024 Revaluation Process. *(A COPY OF THE POWERPOINT IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)*

Councilmember Scoble asked what are NCDOR Sales Ratios and what makes them go down or improve? Mr. Hurst explained that the NC Department of Revenue sends them an amount of sales they want us to do each year. Then they select those sales, and we have to verify the information of those sales with our tax values at the current time, which is the sales ratio that they base all of the 100 counties on, he said. The sales ratio affects our public utilities, he continued, adding that we lost \$249 million in public utilities this year and \$1.73 million in taxes but we knew the market was going to change so we went ahead and scheduled the revaluation early. If the ratio drops below 85% or goes above 115%, the State mandates us to do a reval within three years so we already set ours and started it in the winter of 2021, effective in 2024, he stated. Mr. Hurst said we knew if we didn't go ahead and do it, the County was going to lose dollars, in some areas more than others. He gave a home sale example and talked about this in further detail.

After additional discussion, Mr. Hurst noted that he had been going around speaking to senior citizens throughout the County to let them know about possible exemptions and other things that are out there to help them with their values. He said from what they are seeing values are going to increase, but the State mandates us to do it when you're in a revaluation year.

Mayor Gorham then called for a five-minute break. Upon their return at 7:54 p.m., the Council turned to the Project section of the agenda.

PROJECTS:

CONSIDERATION OF LEAD SERVICE LINE INVENTORY CONTRACT

RECOMMENDATION AND RELATED BUDGET ORDINANCE AMENDMENT.

In making the staff report, Public Works Director Josh Beck reviewed his January 9th memo, which follows:

MEMORANDUM

TO: Summer Woodard, City Manager
FROM: Josh Beck, Public Works Director
RE: Lead Service Line Inventory Contract Recommendation
DATE: January 9, 2024

While the City of Reidsville waits to hear on possible grant funding for the mandated Lead Service Line Inventory, we need to proceed forward with this scope of work to ensure the selected engineering team has adequate time to perform these services and meet the October 2024 deadline.

Black and Veatch has extensive experience in this process and is currently performing these requested services for local municipalities such as Greensboro, High Point, and Charlotte. This is a significant undertaking to complete the review of our building and tap records dating back 30-40 years, digitize those records and draft the necessary findings of that data to the EPA.

Black and Veatch has provided us with a proposal of \$122,560 and is committed to completing the inventory by October 16, 2024. They have met with City staff several times in our early exploration stage and have been instrumental in assisting us thus far. For these reasons, we request that City Council approve the necessary contract to Black and Veatch in the amount of \$122,560 for the Lead Service Line Inventory. (END OF MEMO)

As he reviewed his memo, Beck noted he had been before Council several times about lead service line inventory, including setting up Water Treatment Plant Superintendent Blake Slaughter as the grant administrator for that particular grant. He said we are still waiting to hear back from that grant, most likely around the first of February. Before Council tonight is the actual contract from an engineering firm who specializes in this, the Public Works Director explained, adding that this same firm is doing a number of other municipalities in the area as well. The deadline to get this information submitted to EPA and DEQ is October 16, 2024, which isn't that far into the future, he noted. Beck said they wanted to bring it to Council tonight to make sure the firm has ample time for the work. To bring new Council members up to speed, he said this is basically a response to the Flint, Michigan situation and is mandating utilities to start inspecting for lead service. Beck said that means we are saying "behind the meter". Typically as a utility, we are not responsible for anything behind the meter, he explained, so if you have a leak at your house behind the meter, you have to pay for the water consumed. If the problem is in front of the meter, that is the City's responsibility, and we will make the water service repair. Anything behind the meter, the resident has to get a licensed plumber to fix the leak, he continued.

This firm will work closely with staff, Beck said, looking at our tap records as well as our building and plumbing permits in order to evaluate and understand when particular structures were built, etc. This will give them an idea of whether the buildings were built in a time period when they were still using some potential lead service as well as galvanized or lead fittings, the Public Works Director continued. He said this is quite the endeavor, especially since most of the City's records are on paper rather than electronically; therefore, one of the fees you will see in here is the data management part of the process as they will digitize these records as part of this. He said this is needed because this will be ongoing, every three years, we'll have to provide updates going forward, especially as areas are identified where the current materials are unknown. Obviously if a home was built in the last 20 years, they can be ruled out pretty quickly but there will be a lot of homes that fall within these areas that will be unknown. The firm will take that data and look to see if major plumbing or renovations have been done, he said. About 25 questions are on the form that has to be filled out for each service, the Public Works Director added, noting that there will be roughly some 6,800 to 7,000 connections involved in this process. He stressed this will be a lot of work that must be done in approximately nine months.

Beck said tonight before them is the proposal in the amount of \$122,560. He reiterated that this is a mandate from EPA. The proposal is broken down into three parts, including project management (\$22,300), data management (\$21,000) and the lead service inventory & DEQ Coordination (\$79,260).

Councilmember Scoble asked once the firm digitizes the data, does it become our property? Beck said yes, describing it as a kind of "live document" since the information will be updated every three years. It should simplify things in the future since a lot of the leg work will have been done, he stated. He cited examples of revisions that could be done to properties and how they will affect and/or change the data going forward.

Assistant City Manager of Administration/Finance Director Chris Phillips came forward. He said if Council approved the contract tonight, they would also want to approve Budget Ordinance Amendment No. 12 to pay for it with \$125,000 coming from the Water Fund Reserves. He said we also have a grant application pending as well, and hopefully, the City will get 100% of the funding through the grant. However, if we waited to find out about the grant, there wouldn't be enough time to

get the work done, Phillips said. If we get the grant, he said he can come back and reverse this entry to the reserves but for now, staff is asking Council to approve the contract and the Budget Ordinance Amendment.

Councilmember Scoble made the motion “so moved” to approve the contract with Black and Veatch, which was seconded by Mayor Pro Tem Brown and unanimously approved by Council in a 7-0 vote. (A COPY OF THE AGREEMENT FOR ENGINEERING SERVICES WITH BLACK & VEATCH INTERNATIONAL CO. IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)

Councilman Hairston then made the motion “so moved” to approve Budget Ordinance Amendment No. 12, which was seconded by Councilmember Scoble and unanimously approved by Council in a 7-0 vote.

The Budget Ordinance Amendment as approved follows:

BUDGET ORDINANCE AMENDMENT NO. 12

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 funds for the mandated Lead Service Line Inventory;

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 61-3991-0000, Water Fund Reserves, be increased by \$125,000.00;

Section 2. That expense account number 61-7121-4400, Water Distribution Contracted Services, be increased by \$125,000.00.

This the 9th day of January, 2024.

/s/ _____
Donald L. Gorham
Mayor

ATTEST:

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

CONSIDERATION OF REDUNDANT WATER LINE EASEMENT NEGOTIATIONS PROPOSAL, ACCOMPANYING BUDGET ORDINANCE AMENDMENT AND CAPITAL PROJECT ORDINANCE AMENDMENT.

In making the staff report, Public Works Director Josh Beck reviewed his January 9th memo, which follows:

MEMORANDUM

TO: Summer Woodard, City Manager
FROM: Josh Beck, Public Works Director
RE: Redundant Water Line Easement Negotiations
DATE: January 9, 2024

As our Engineering team, McGill Associates, nears completion of the design and permitting on the redundant water line project along US -29 Business from the Water Treatment Plant to the intersection of Freeway Drive and US-29 Bus, our next step is to obtain the necessary easements along the proposed corridor to facilitate the construction.

In total, the Engineers have requested 34 easements to be negotiated and obtained along the 15,000 linear foot corridor. Until such time that at least a vast majority of these easements are obtained, we cannot begin the bidding or construction process. This is a vital transmission line to ensure Reidsville has a constant and adequate supply of water for many years to come.

Our designers have extensive experience working with Right of Way Consultants, LLC and they have provided us with an estimated cost to perform the negotiations and appraisals for the requested easements. They will also work closely with our City Attorney and staff to update us on closing proceedings and any issues that may arise.

We request that City Council approve the proposal in the amount of \$201,800 to Right of Way Consultants, LLC for the easement negotiations along the proposed US-29 Business corridor for the upcoming Redundant Water Line Project. *(END OF MEMO)*

As he reviewed his report, Beck noted that this project has been discussed with Council several times, including the route of the redundant water line. At the time all of this was brought to them, he said they had a route along US 29 Business but no design until staff could get the survey data and determine where there would be conflicts and right of ways would be needed. He explained that if you go down US 29 Business, the power pole placements can give a general indication of rights of way and you can see they are fairly wide. However, they have determined that Duke Energy doesn't have the best of records in that area because this is not a recent renovation project like Freeway Drive, he cited as an example.

The Public Works Director said it has been determined that 34 easements will be needed as part of this project, which covers a total length of roughly 15,000 square feet and crosses over many properties. Beck said our design firm recommended Right of Way Consultants. There are a couple of firms in the State that do this kind of work but not many, he said, so staff had reached out to Council members in two-on-two sessions about how we want to proceed. After getting feedback from Council, we presented that information to them, he continued, adding that what Council has before them tonight is the negotiation part of this and an estimate on the appraisals that are needed. He did note that once we actually get into negotiations, additional funding may be needed if we have to go down certain avenues, among them condemnation, if we can't get all of these necessary parcels. He said he thought they could all agree this is a very vital project since the current line was built in the late 1970s. That means the existing waterline is nearing the end of its service life, he stressed, and without it, we simply can't provide water to the City.

Beck said the proposal is for \$201,800 for initial consulting and negotiating by Right of Way Consultants, LLC to begin the easement acquisition process for this project. The firm will keep staff continuously updated, and there will be some meetings in the future about their status, he stated.

Councilmember Scoble asked if 34 properties is what they propose the average to be? Beck replied in the affirmative, noting that number could go up or down. With the 34 easements needed, that's how they base their price and based on the feedback we provided, they came up with that unit price fee per easement, he explained. So, that number could change is what I'm asking, the Councilmember said. Beck said he didn't think that number would change but what might change is the number of narratives or title searches needed. He reminded them that there had been some discussion about if we have to go certain routes than there will be additional services needed from them to work with Bill and himself to go through these processes.

Assistant City Manager of Administration/Finance Director Chris Phillips then came forward to discuss how to pay for the project. If Council approves the contract, they need to approve the Budget Ordinance Amendment #13, which will allocate water reserves for this purpose, and the Redundant Water Line Capital Project Ordinance Amendment. Capital Project Ordinances are needed for projects that go on for more than year and/or has special funding that must be set up in a separate fund to keep the account separate. This ordinance must be amended to show the \$202,000 coming from the Water Fund to be spent on Professional Services, he said.

Councilmember Scoble made the motion, seconded by Councilman Coates and unanimously approved by Council in a 7-0 vote, to approve the waterline easement negotiation proposal with Right of Way Consultants, LLC. (A COPY OF RIGHT OF WAY CONSULTANTS' PROPOSAL IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)

Councilmember Scoble then made the motion, seconded by Councilman Hairston and unanimously approved by Council in a 7-0 vote, to approve Budget Ordinance Amendment No. 13.

The Budget Ordinance Amendment as approved follows:

BUDGET ORDINANCE AMENDMENT NO. 13

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 funds to be transferred to the Redundant Water Line Capital Project for easement negotiations;

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 61-3991-0000, Water Fund Reserves, be increased by \$202,000.00;

Section 2. That expense account number 61-4120-0045, Transfer to Redundant Line Capital Project, be increased by \$202,000.00.

This the 9th day of January, 2024.

/s/ _____
Donald L. Gorham
Mayor

ATTEST:

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

Councilman Hairston then made the motion, seconded by Councilmember Scoble and unanimously approved by Council in a 7-0 vote, to approve the Capital Project Ordinance Amendment.

The Capital Project Ordinance Amendment as approved follows:

**REDUNDANT WATER LINE
CAPITAL PROJECT ORDINANCE AMENDMENT**

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, the Mayor and the City Council of the City of Reidsville adopted a Capital Project Ordinance for the Redundant Water Line Project on November 8, 2022; and

WHEREAS, the Capital Project Ordinance now needs to be amended to include easement negotiations to be performed under contract and to be funded from Water reserves;

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 are hereby established/amended:

45-3988-0000	Transfer from Water Fund	\$	202,000
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Section 2. The following line items of expenditures are hereby established:

45-7120-1901	Professional Services	\$	202,000
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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 Water Fund in order to cover costs before receipt of revenues and to establish an acceptable cash flow.

This the 9th day of January, 2024.

/s/ _____
 Donald L. Gorham
 Mayor

ATTEST:

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

CONSIDERATION OF BIDS RECEIVED FOR THE WASTEWATER TREATMENT PLANT BIOLOGICAL NUTRIENT REMOVAL (BNR) PROJECT, ACCOMPANYING BUDGET ORDINANCE AMENDMENT AND CAPITAL PROJECT ORDINANCE AMENDMENT.

Public Works Director Josh Beck reviewed his January 9th memo, which follows:

MEMORANDUM

TO: Summer Woodard, City Manager
FROM: Josh Beck, Public Works Director
RE: WWTP Biological Nutrient Removal Project – Consideration of Bids
DATE: January 9, 2024

On Thursday, November 16th, 2023 at 2:00 p.m., the City of Reidsville along with the design engineer, McGill Associates, opened sealed bids for the Biological Nutrient Removal (BNR) Project at the Wastewater Treatment Plant.

At the bid opening, four contractors were present and submitted pricing for the base bid and several alternates. The certified bid tabulation is attached; however, a quick reference of the bid tabulation is below:

Bidder	Base Bid
English Construction	\$ 8,146,500
J. Cumby Construction, Inc	\$ 8,234,500
Turner-Murphy Co., Inc	\$ 7,637,953
Wharton-Smith, Inc	\$ 8,467,000

On March 9th, 2023, we opened bids for the same project and scope. Although we rejected bids due to the lack of adequate funds, the lowest apparent bidder was Harper Corporation for the base bid price of \$8,620,000. These new bid prices reflect a savings of nearly \$1 million and therefore, we ask that City Council also consider allowing us to add the following add alternate pricing to the contract:

Alternate Number & Description	Cost
#1 Removal and Replacement Alum Feed System	\$208,227

#2 Diffuser Replacements in Aeration Basin	\$69,272
#3 Valve Replacements in Clarifier Pump Stations	\$97,415
#4 Sump in Aeration Basins	\$22,043
#6 Invert Mixers	\$0.00

Request:

Staff is recommending and requesting City Council award the WWTP Biological Nutrient Removal Project to Turner-Murphy Co, Inc in the amount of \$8,034,910, including add alternates #1-4 & #6. In addition, we would recommend a 5% construction contingency (\$401,700) be set aside for any unforeseen issues that may arise. If approved, City staff will begin working on the necessary contracts and submit the loan applications to both DWI and LGC for the required funding approvals. *(END OF MEMO)*

As he presented his report, Beck shared the good news that after originally opening bids in March when the base bid was \$8.62 million, he was excited to tell them at a second bid opening in November, the lowest bid the City received from Turner-Murphy Co. was actually \$7.6 million, just shy of a million dollars less. He pointed out that they did change a few things, including extending the contract by a few months, which had been a concern of some of the contractors in that first bid opening. Other changes were unit quantities, which we felt was a little too much, he explained.

The Public Works Director noted that Council members also had before them the certified bid tabulation, which includes the base bid pricing and six different alternates that were proposed. *(A COPY OF THE CERTIFIED BID TABULATION SHEET IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)* In March, staff felt that we would not be able to accept any of those due to the overall cost of the project, he said, but now that we are coming in under a million dollars from that original number, we would greatly appreciate if Council would accept Turner-Murphy's base bid price and also five of the six alternates that he has listed at the bottom of the page. Alternate No. 5 has been removed from consideration. He also pointed out that the agenda packet included a Project Bid Information sheet and Project Cost Summary sheet. He stated that the cost of the project, even taking in these alternate bid items, still comes in about a half a million dollars less than previously discussed in two-on-tuos with Council members. He also cited the Award Recommendation letter from our engineering firm, McGill Associates, and the Resolution of Tentative Award. He said tonight he is asking Council to approve this tentative award because the City still needs to go back to the Local Government Commission (LGC) for final funding approval. Beck reminded Council that after the bids were opened in March, the City received verbal approval for \$5 million more. Obviously there will be paperwork associated with that, he said, so this will be a tentative award until that funding is officially approved. The Resolution will give the City Manager authority to sign the documents as well as change orders as they come in, he explained. Beck said staff wouldn't want to bring a \$3,000 minor electrical issue to you, thereby holding up an \$8 million project, so it makes sense to give the City Manager that authority. Finally they would like to set up a contingency amount of \$401,700, which is roughly 5% of the base bid with the five alternates, the Public Works Director said, again, with the City Manager able to approve change orders within the contingency amount.

Beck said he would be happy to answer any questions. He said he knew he was throwing a lot of information at them right now, but this project has been a long time coming from when the design started until now when we are ready to actually get started. He said, for him and the WWTP staff, this was exciting, and it will allow for additional capacity at the plant for future growth.

Councilwoman Scoble asked when Beck thought they'll get started? The Public Works Director said there have been some initial conversations with them, similar to the Headworks project, and they want us to do a delayed Notice to Proceed due to the need to get some fairly heavy equipment here, etc. To get these larger items here, there would be a delay of six months once the City gives the company the Notice to Proceed, Beck explained, which, in talking with staff, there's no real point to mobilize and be in operations' way without really achieving very much. So, City staff is in agreement with the delayed Notice to Proceed, he said, adding that then it is about an 18-month construction timeframe after that. He said he wouldn't foresee anything happening until the fall.

Assistant City Manager of Administration/Finance Director Chris Phillips said if Council approves the contract that the Public Works Director has just presented, there must be financing for it. He said that originally the City had received financing for this project provided by NCDEQ at a zero interest loan with a 20-year payback term and no interest. He said we also received a \$500,000 grant from the Golden Leaf Foundation. When we went back to DEQ and told them the project was going to be more than the original funding, they had approved us for additional funding, but it had to be approved by the Local Government Commission, Phillips explained. The LGC has agreed to put this on its February agenda, he said, so that is why the contract is pending final approval from the LGC.

Phillips then reviewed his December 29th memo, which follows:

WWTP BNR CAPITAL PROJECT AMENDMENT

To: Summer Woodard, City Manager
From: Chris Phillips, Assistant City Manager
Date: December 29, 2023

The WWTP BNR Capital Project Ordinance was originally established in April of 2018. The project budget at that time was \$4,542,351 as shown below. The revised budget based on the contract being considered is below as well. The difference is the Capital Project Ordinance amendment that needs to be approved at this time.

	Original Ordinance	Adjustment	Amended Ordinance
Proceeds of State Revolving Loan	\$ 3,963,089	\$ 4,897,311	\$ 8,860,400
Golden Leaf Grant Proceeds	\$ 500,000	\$ -	\$ 500,000
Transfer from Sewer Reserves	\$ 79,262	\$ 97,946	\$ 177,208
Total Project Revenues	\$ 4,542,351	\$ 4,995,257	\$ 9,537,608
Issuance Costs	\$ 79,262	\$ 97,946	\$ 177,208
Engineering	\$ 304,000	\$ -	\$ 304,000
Administration and Inspection	\$ 411,189	\$ 188,601	\$ 599,790
Grant/Loan Administration	\$ 20,000	\$ -	\$ 20,000
Construction	\$ 3,389,000	\$ 4,645,910	\$ 8,034,910
Contingency	\$ 338,900	\$ 62,800	\$ 401,700
Total Project Expenditures	\$ 4,542,351	\$ 4,995,257	\$ 9,537,608

The additional state loan proceeds are expected to be at the original terms of 20 years at 0% interest. The issuance costs are paid to the State at the time of funding and are 2% of the amount borrowed.

These funds are not eligible for loan funding so a transfer from the Sewer Fund Reserves is required to provide these funds. The original contingency for the project was 10% of the cost; it is being lowered to 5% at this time because of the bids in hand.

A capital project amendment is attached along with a Sewer Fund budget amendment, for the necessary transfer. Please have the City Council consider approving these amendments along with awarded the contract at their January 2024 City Council meeting. *(END OF MEMO)*

Phillips compared the original Capital Project Ordinance adopted in April of 2018 of \$4.5 million to the amended Ordinance today totaling \$9,537,608, a difference of \$4,995,257. He said almost all of that is going to be covered under the 0% loan. The only thing that is not covered is the 2% fee to the State when you borrow money through this program because you cannot use their money to pay them so those monies have to come out of our reserves, the Finance Director continued. The additional fee on the additional amount is \$97,946, which will be taken from our Sewer Fund Reserves, he said, which is reflected in Budget Ordinance Amendment No. 14. It moves it to the Capital Project fund, Phillips added, reminding them that the Public Works Director had already noted that the City Manager would have the authority to approve change orders under the Contingency for those \$50,000 and below. Any change orders more than \$50,000 would have to come back before City Council, he stated. The additional monies from DEQ would still be under a 0% interest loan as the original financing, he said.

Councilman Coates made the motion, seconded by Councilmember Scoble and unanimously approved by Council in a 7-0 vote, to approve the BNR Capital Project Ordinance Amendment.

The Capital Project Ordinance Amendment as approved follows:

CAPITAL PROJECT ORDINANCE AMENDMENT

WASTEWATER TREATMENT PLANT BIOLOGICAL NUTRIENT REMOVAL PROJECT

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, the Mayor and the City Council of the City of Reidsville established a Capital Project Fund on April 10, 2018; and

WHEREAS, the Capital Project needs to be amended in relation to the award of a construction contract and updated funding;

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 are hereby amended:

52-3910-0000	Proceeds of State Revolving Loan	\$	4,897,311
52-3988-0000	Transfer from Sewer Reserves	\$	97,946

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

52-7120-1900	Issuance Costs	\$	97,946
52-7120-1991	Administration and Inspection	\$	188,601
52-7120-5800	Construction	\$	4,645,910
52-7120-9911	Contingency	\$	62,800

Section 3. The City Manager is 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 \$50,000 each, to transfer funds from the established Contingency Fund to cover such change orders and cost overruns, to acquire rights-of-way, and to pay for debt issuance costs. The Finance Director is authorized to make temporary loans to this capital project from the Combined Enterprise Fund in order to cover costs before receipt of revenues and to establish an acceptable cash flow.

This the 9th day of January, 2024.

/s/ _____
Donald L. Gorham
Mayor

ATTEST:

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

Mayor Pro Tem Brown then made the motion, seconded by Councilmember Scoble and unanimously approved by Council in a 7-0 vote, to approve Budget Ordinance Amendment No. 14.

The Budget Ordinance Amendment as approved follows:

BUDGET ORDINANCE AMENDMENT NO. 14

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 funds to be transferred to the WWTP BNR Project for debt issuance costs;

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 \$97,946.00;

Section 2. That expense account number 62-4120-0052, Transfer to Redundant Line Capital Project, be increased by \$97,946.00.

This the 9th day of January, 2024.

/s/ _____
Donald L. Gorham
Mayor

ATTEST:

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

Councilman Hairston then made the motion, seconded by Councilman Coates and unanimously approved by Council in a 7-0 vote, to approve the Resolution of Tentative Award.

RESOLUTION OF TENTATIVE AWARD

WHEREAS, the City of Reidsville, North Carolina has received bids, pursuant to duly advertisement notice therefore, for construction of the **Wastewater Treatment Plant Improvements** project, and

WHEREAS, the City's Consulting Engineer, McGill Associates, has reviewed the bids; and

WHEREAS, of four (4) bids, Turner-Murphy Company, Inc. of Rock Hill, South Carolina was the lowest bidder in the total bid amount of \$8,125,982 including the alternate bid items, and

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE CITY OF REIDSVILLE:

That **TENTATIVE AWARD** is made to Turner-Murphy Company, Inc. for the Contract Price of \$8,034,910 (which excludes Alternate Bid No. 5).

That such **TENTATIVE AWARD** be contingent upon the approval of bidding documentation and the commitment of additional funding by the North Carolina Department of Environmental Quality, Division of Water Infrastructure.

That Ms. Summer Woodard, City Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and approve all contract documents and change orders for this project on behalf of the **City of Reidsville**.

Adopted this the 9th day of January, 2024 at Reidsville, North Carolina.

(SEAL)

/s/ _____
Donald L. Gorham, Mayor

ATTEST:

/s/ _____
Angela Stadler, City Clerk

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting **City Clerk** of the City of Reidsville does hereby certify: That the above/attached resolution is a true and correct copy of the resolution, as regularly adopted at a

legally convened meeting of the City of Reidsville duly held on the 9th day of January, 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of January, 2024.

/s/ _____

(Signature of Recording Officer)

APPOINTMENT OF COUNCIL LIAISONS BY MAYOR GORHAM.

Mayor Gorham then referred to his appointment of Council Liaisons as listed on the agenda as follows:

- ABC Board - Councilmember Terresia Scoble
- Appearance Commission - Councilman Shannon Coates
- Chamber of Commerce - Councilwoman Barbara DeJournette
- Community Pool Association - Mayor Pro Tem Harry Brown
- Downtown Corporation - Councilmember Terresia Scoble
- Historic Preservation Commission - Councilman William Hairston
- Human Relations Commission - Councilman William Hairston
- Parks & Recreation Advisory Commission - Mayor Pro Tem Harry Brown
- Piedmont Triad Regional Council of Governments - Councilman William Martin
- Planning Board - Mayor Donald Gorham
- Citizens Economic Development Inc. - Mayor Donald Gorham

Appointment to the New Reidsville Housing Authority.

The Mayor also noted that he was appointing Ms. Lisa Simpson to the New Reidsville Housing Authority. He explained that this is a Mayoral appointment.

PUBLIC COMMENTS.

No one came forward for public comments.

CITY MANAGER’S REPORT:

Prior to beginning her City Manager’s Report, City Manager Summer Woodard said she had received notification from Reidsville Chamber of Commerce President Diane Sawyer that she would be unable to attend and give the Chamber report tonight.

Manager Woodard provided her written City Manager’s Report, which follows:

Date: December 21, 2023
To: Mayor Donald Gorham
City Council Members
From: Summer Woodard, City Manager
Subject: City Manager’s Monthly Report

Personnel:

- **Economic Development Director** - The City of Reidsville is continuing to advertise for this position. Sanford Holshouser is advertising at the local, state and national level. Mac Williams will continue to stay on as our Interim Economic Development Director until we hire someone for this position.

- **City Marketing Director** - Administration is working with Human Resources on a job ad for this position. We will start advertising for this position mid- to late-January, 2024. In the interim, Robin Yount and Emmy Stone are working to ensure all aspects of this position are covered until someone is hired for this position.

Projects & City Updates:

- **Splashpad** – Crews are continuing to move forward, but, unfortunately, this facility continues to run behind schedule. Delays from Duke Energy and some unforeseen issues continue to impede progress. Since last month, the subcontractors have continued to work diligently on the plumbing, electrical, and HVAC. Crews are currently onsite hanging ceilings and pulling wire. The parking lot was recently restriped and most of the concrete sidewalks are complete. Once Duke Energy provides power, crews can finalize the electrical work and begin the epoxy flooring installation with assistance from the building’s heating system. I would anticipate the project wrapping up sometime mid- to late-February.
- **Penn House Building Project** – With the exception of the permanent HVAC, the project is wrapping up. The TCO should be obtained the week of 12/24/23 based on the current progress and numerous discussions with our inspections department. Some initial punch list work was completed and final cleaning is scheduled for 12/23/23. The temporary HVAC is in place and functional until we receive the permanent outdoor package units. The contractor estimates approximately one week to install, pipe up the units, insulate and test them once onsite. The appliances have been ordered, the new furniture and other building products are onsite so that the team can immediately begin using the facility.
- **Settle Street Streetscape Project** - The south section of the 200 block of Settle Street is complete. Crews will start on the north side during the first week of January beginning at the corner of Settle and South Scales Streets. We anticipate it taking 4-6 weeks to complete this full section depending on weather and material delays. Once the first portion is complete, we will begin removing the awnings from the first few storefronts – likely during the second week of January. We will continue to update the merchants as we can on any changes or updates.
- **Sisters Cities** - The City submitted the application in August, 2023. Our application has been approved, and we are working on the next steps.
- **Battle of the Cup** - The next Battle of the Cup event will be Thursday, January 18, 2024, from 2:00 p.m. to 4:00 p.m. at the Rec Center. The events will be volleyball, a shuffle board contest and a chili cook off.
- **Adams Electric Building** – Last month, the City of Reidsville entered into an Economic Incentive Agreement (EIA) with Mackin Property Investments, Ltd. This EIA will complete internal and external renovations to the office building by creating commercial incubator space. The developer will complete internal and external renovations to the warehouse to create residential units. This is expected to be a minimum investment of \$3,500,000. This agreement also requires the developer to work with the City to develop a public parking lot.

Events/Meetings Attended:

- 12/1 - Annual Christmas Tree Lighting Event in downtown Reidsville
- 12/7 – Employee Christmas Luncheon at RCARE
- 12/9 - Reidsville High School Football State Championship Game

- 12/12 - Reidsville Downtown Corporation Annual Christmas luncheon and City Council meeting
- 12/13 – Citizens for Economic Development Christmas Banquet
- 12/14 - Assessor for Developmental Associates
- 12/15 - Assessor for Developmental Associates
- 12/19 – Management Team meeting
- 12/20 – Water Treatment Plant luncheon
- 12/21 – Public Works luncheon and Kiwanis meeting
- 12/22 - Christmas Open House at City Hall and Time Capsule Event (*END OF REPORT*)

Manager Woodard added that the Council Retreat dates are planned for Feb. 15-16 at the new Penn House Event Center. She also asked Council to mark their calendars for the NCLM State Dinner, which will be held in various locations, including on March 20th in Winston-Salem, the closest location to Reidsville.

COUNCIL MEMBERS' REPORTS.

Mayor Pro Tem Brown - No report.

Councilman Hairston – The Councilman Hairston reported attending the following: 11/27, Reidsville Ministerial Alliance Vicinity meeting; 11/28, Human Relations Commission Meeting; Community Meeting with Upward Christ at Zion Baptist Church-no date; 12/21, Public Works BBQ; 12/22; Sesquicentennial Time Capsule Burial.

Councilwoman DeJournette - Councilwoman DeJournette reported attending the following events: NCLM Conference in Atlanta, Georgia; Swearing in at the City Hall; and the Christmas Party.

Councilman Coates - Councilman Coates reported attending the following: 12/7, Employee Luncheon; 12/19, “Coffee with a Cop” at La Boca Loca; Cookies with Santa at the Sip Coffee House; and 12/22, Sesquicentennial Time Capsule Burial.

Councilmember Scoble - No report.

Councilman Martin - Councilman Martin reported attending the following: Ribbon cutting with Genesis, along with the Mayor and various other Chamber events; Public Works BBQ; the Employee Luncheon; Sesquicentennial Time Capsule Burial; and the CDBG meeting.

Mayor Gorham – The Mayor provided the following written report: 12/15, Senior Citizens’ Holiday Dinner at RCARE; 12/15, stopped by the South End School for their Holiday Luncheon; 12/15, attended Reidsville vs. North Forsyth High School basketball game at Reidsville High School; 12/19, Coffee with a Cop at La Boca Loca; 12/19, Reidsville vs. Northern Guilford High game at Reidsville where the 1973 & 2003 Basketball Champs were honored at the game.; 12/20, Planning Board Meeting at City Hall; 12/20, Reidsville vs. Rockingham basketball game at Rockingham; 12/22, Open House at City Hall; 12/22; Time Capsule Burial at the Sesquicentennial Clock; 1/3, Reidsville vs. Western Guilford at Reidsville; 1/4, met with new council members at City Hall; 1/4, met with Representative Kathy Manning at the Reidsville Outreach Center; and 1/8, Reidsville vs. Rockingham at Reidsville High School.

MOVE TO THE FIRST-FLOOR CONFERENCE ROOM FOR A CLOSED SESSION TO CONSULT WITH AN ATTORNEY TO PRESERVE THE ATTORNEY-CLIENT PRIVILEGE AND FOR A REAL ESTATE MATTER PURSUANT TO NCGS 143-318.11(A)(3) & (5).

Councilman Coates made the motion, seconded by Councilmember Scoble and unanimously approved by Council in a 7-0 vote, to go into closed session under NCGS 143-318.11(a)(3) and (5).

MOTION TO ADJOURN.

Upon the return from closed session, Councilman Hairston made the motion, seconded by Councilman Coates and unanimously approved by Council in a 6-0 vote, to adjourn at approximately 9:36 p.m. (*MAYOR PRO TEM HAD TO LEAVE AT THE END OF THE OPEN SESSION PRIOR TO THE BEGINNING OF THE CLOSED SESSION.*)

Donald L. Gorham, Mayor

ATTEST:

Angela G. Stadler, CMC/NCCMC, City Clerk



THE CITY OF
Reidsville
NORTH CAROLINA

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.

The of and	Governing Board City Council
	Primary Government Unit City of Reidsville, North Carolina
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Cherry Bekaert LLP
	Auditor Address 1111 Metropolitan Ave Ste #900, Charlotte, NC 28204

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24
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Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F (Uniform Guidance)* or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.
15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name: Chris Phillips	Title and Unit / Company: Asst. City Manager of Administration	Email Address: cphillips@ci.reidsville.nc.us
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OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

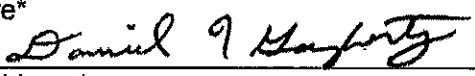
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	City of Reidsville, North Carolina
Audit Fee (financial and compliance if applicable)	\$ 66,000
Fee per Major Program (if not included above)	\$ 7,000 - An additional \$5,000 per SA programs over one (1)
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Cherry Bekaert LLP	
Authorized Firm Representative (typed or printed)* Daniel T. Gougherty	Signature* 
Date* 02/02/24	Email Address* dgougherty@cbh.com

GOVERNMENTAL UNIT

Governmental Unit* City of Reidsville, North Carolina	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by This Transaction:	\$
Primary Governmental Unit Finance Officer* (typed or printed) Chris Phillips	Signature*
Date of Pre-Audit Certificate*	Email Address* cphillips@ci.reidsville.nc.us

SIGNATURE PAGE – DPCU
 (complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

February 2, 2024

VIA EMAIL:

cphillips@ci.reidsville.nc.us

Mr. Chris Phillips
Assistance City Manager of Administration & Finance Director
City of Reidsville
230 West Morehead Street
Reidsville, North Carolina 27320

Dear Mr. Phillips:

This engagement letter between City of Reidsville, North Carolina (hereafter referred to as the “City” or “you” or “your” or “management”) and Cherry Bekaert LLP (the “Firm” or “Cherry Bekaert” or “we” or “us” or “our”) sets forth the nature and scope of the services we will provide, the City’s required involvement and assistance in support of our services, the related fee arrangements, and other Terms and Conditions, which are attached hereto and incorporated by reference, designed to facilitate the performance of our professional services and to achieve the mutually agreed-upon objectives of the City.

Summary of services

We will provide the following services to the City as of and for the year ended June 30, 2024:

Audit and attestation services

1. We will audit the basic financial statements of the City as of and for the year ended June 30, 2024 including the governmental activities, the business type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information, including the disclosures.
2. We will audit the supplementary information such as the combining and individual fund statements and schedules and schedule of expenditures of federal and state awards. As part. As part of our engagement, we will apply certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.
3. We will read the supplementary information, such as the introductory and statistical sections, accompanying the financial statements and consider whether a material inconsistency exists between the supplementary information and the basic financial statements. In addition, we will remain alert for indications that a material inconsistency exists between the supplementary information and knowledge obtained in the audit, or if such information contains a material misstatement of fact or is otherwise misleading. If based on the work performed, we conclude that an uncorrected material misstatement of the supplementary information exists, we are required to describe it in our report.
4. We will apply limited procedures to the required supplementary information, such as management’s discussion and analysis, the Law Enforcement Officers’ Special Separation Allowance, and the Other Post-Employment Benefits, which will consist of inquiries of City’s management about the methods of preparing the information and

comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the financial statements.

Nonattest accounting and other services

We will provide the following additional services:

1. Complete the appropriate sections of and sign the Data Collection Form.

Your expectations

As part of our planning process, we have discussed with you your expectations of Cherry Bekaert, changes that occurred during the year, your views on risks facing you, any relationship issues with Cherry Bekaert, and specific engagement arrangements and timing. Our services plan, which includes our audit plan, is designed to provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet or exceed the City's expectations. Our services plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance. Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

The City recognizes that our professional standards require that we be independent from the City in our audit of the City's financial statements and our accompanying report in order to ensure that our objectivity and professional skepticism have not been compromised. As a result, we cannot enter into a fiduciary relationship with the City and the City should not expect that we will act only with due regard to the City's interest in the performance of this audit, and the City should not impose on us special confidence that we will conduct this audit with only the City's interest in mind. Because of our obligation to be independent of the City, no fiduciary relationship will be created by this engagement or audit of the City's financial statements.

The engagement will be led by Daniel T. Gougherty, who will be responsible for assuring the overall quality, value, and timeliness of the services provided to you.

Audit and attestation services

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the provisions of Uniform Guidance; the Single Audit Act Amendments of 1996; State Single Audit Implementation Act and OMB *Guidance for Grants and Agreements* (2 CFR 200) and the State Single Audit Implementation Act. The objective of our audit is to obtain reasonable assurance about whether the City's basic financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion(s) about whether the City's basic financial statements are presented fairly, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the Summary of Services section when considered in relation to the basic financial statements taken as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements in conformity with the basis of accounting noted above. The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of applicable laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance") and the State Single Audit Implementation Act.

Auditor's responsibilities for the audit of the financial statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance and the State Single Audit Implementation Act, and other procedures as deemed necessary to enable us to express such opinions about whether the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). We will also:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Obtain an understanding of the City and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risk, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion(s). The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Nonattest accounting and other services

In connection with any of the audit, accounting, or other services noted below, we will provide a copy of all schedules or other support for you to maintain as part of your books and records supporting your basic financial statements. You agree to take responsibility for all documents provided by Cherry Bekaert and will retain copies based on your needs and document retention policies. By providing these documents to you, you confirm that Cherry Bekaert is not responsible for hosting your records or maintaining custody of your records or data and that Cherry Bekaert is not providing business continuity or disaster recovery services. You confirm you are responsible for maintaining internal controls over your books and records including business continuity and disaster recovery alternatives. In addition, any documents provided to Cherry Bekaert by the City in connection with these services will be considered to be copies and will not be retained by Cherry Bekaert after completion of the accounting and other services. You are expected to retain anything you upload to a Cherry Bekaert portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

The accounting and other services described in this section are nonaudit services, which do not constitute audit services under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming City's management responsibilities.

In conjunction with providing these accounting and other services, we may use third party software or templates created by Cherry Bekaert for use on third party software. Management expressly agrees that the City has obtained no rights to use such software or templates and that Cherry Bekaert's use of the City's data in those applications is not deemed to be hosting, maintaining custody, providing business continuity, or disaster recovery services.

Data collection form

We will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to the City; however, it is the City's management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the designated federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

City's management responsibilities related to accounting and other services

For all nonattest services we perform in connection with the engagement, you are responsible for designating a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, retain relevant copies supporting your books and records, and accept overall responsibility for the results of the services.

Prior to the release of the report, the City's management will need to sign a representation letter acknowledging its responsibility for the results of these services and acknowledging receipt of all appropriate copies.

City's management responsibilities related to the audit

The City's management is responsible for (1) designing, implementing, and maintaining internal controls, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that the City's management and financial information is reliable and properly reported. The City's management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationship in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

The City's management is responsible for making all financial records and related information available to us, including additional information that is requested for purposes of the audit (including information from outside of the general and subsidiary ledgers), and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and the State Single Audit Implementation Act, (3) additional information that we may request for the purpose of the audit and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) the City's management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or other. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements that we

report. Additionally, as required by the Uniform Guidance and the State Single Audit Implementation Act, it is the City's management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

The City's management is responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and the State Single Audit Implementation Act. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal and state awards no later than the date the schedule of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (3) the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes), and (4) the City has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP, (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes), and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The City's management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. The City's management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the *Audit and attestation services* section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also

responsible for providing City's management views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

The City's management agrees to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards and disclosures, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and disclosures, and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and disclosures prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Reporting

Our report will be addressed to City Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the result of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also issue written reports upon completion of our Single Audit. The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and the State Single Audit Implementation Act report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and the State Single Audit Implementation Act. Both reports will state that the report is not suitable for any other purpose.

Management Representations

The Firm will rely on the City's management providing the above noted representations to us, both in the planning and performance of the audit, and in considering the fees that we will charge to perform the audit.

Fees

The estimated fees contemplate only the services described in the Summary of Services section of this letter. You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees which will be at our standard billing rates noted in the table below. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The following summarizes the estimated fees for the services described above:

Description of services	Estimated fee
Audit services	
Audit of the financial statements	\$66,000
Single audit of one (1) major program – Additional fee of \$5,000 per program over one (1).	\$7,000
Accounting services	
Data Input Form preparation	Included above
Total	<u>\$73,000</u>

The fees will be billed periodically. Invoices are due on presentation. A service charge will be added to past due accounts equal to 1½% per month (18% annually) on the previous month's balance less payments received during the month, with a minimum charge of \$2.00 per month.

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us. No change, modification, addition, or amendment to this letter shall be valid unless in writing and signed by all parties. The parties agree that this letter may be electronically signed and that the electronic signatures will be deemed to have the same force and effect as handwritten signatures.

If you have any questions, please call Daniel T. Gougherty at (704) 377-1678.

Sincerely,

CHERRY BEKAERT LLP

Cherry Bekaert LLP

ATTACHMENT – Engagement Letter Terms and Conditions

CITY OF REIDSVILLE, NORTH CAROLINA

ACCEPTED BY: _____

TITLE: _____ DATE: _____

Cherry Bekaert LLP

Engagement Letter Terms and Conditions

The following terms and conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

Limitations of the audit report

Should the City wish to include or incorporate by reference these financial statements and our report thereon into any other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards ("GAAS") to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that the City will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

Limitations of the audit process

In conducting the audit, we will perform tests of the accounting records and such other procedures as we consider necessary in the circumstances to provide a reasonable basis for our opinion on the financial statements. We also will assess the accounting principles used and significant estimates made by the City's management, as well as evaluate the overall financial statement presentation.

Our audit will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with GAAS are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on the City) on the financial statements.

Similarly, in performing our audit we will be aware of the possibility that illegal acts may have occurred. However, it should be recognized that our audit provides no assurance that illegal acts generally will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. We will inform you with respect to errors and fraud, or illegal acts that come to our attention during the course of our audit unless clearly inconsequential. In the event that we have to consult with the City's counsel or counsel of our choosing regarding any illegal acts we identify, additional fees incurred may be billed to the City. You agree that the City will cooperate fully with any procedures we deem necessary to perform with respect to these matters.

We will issue a written report upon completion of our audit of the City's financial statements. If, for any reason, we are unable to complete the audit, or are unable to form, or have not formed an opinion on the financial statements, we may decline to express an opinion or decline to issue a report as a result of the engagement. We will notify the appropriate party within your organization of our decision and discuss the reasons supporting our position.

Audit procedures – general

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve professional judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by the City's management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by the City's management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits, nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of the City's management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customer, creditors and financial institutions. We will request written representations from the City's attorneys as part of the engagement, and they may bill the City for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit procedures – internal controls

Our audit will include obtaining an understanding of the City and its environment, including internal controls relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion(s). The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts

and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control, including cybersecurity, and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and the State Single Audit Implementation Act, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to the City's management and those charged with governance internal control related matters that are required to be communicated under American Institute of Certified Public Accountants ("AICPA") professional standards, *Government Auditing Standards*, and the Uniform Guidance and the State Single Audit Implementation Act.

Audit procedures - compliance

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws and regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the State Single Audit Implementation Act requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Nonattest services (if applicable)

All nonattest services to be provided in the attached engagement letter (if applicable) shall be provided pursuant to the AICPA Code of Professional Conduct. The AICPA Code of Professional Conduct requires that we establish objectives of the engagement and the services to be performed, which are described under nonattest services in the attached letter.

You agree that the City's designated individual will assume all the City's management responsibilities for the nonattest services we provide; oversee the services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. In order to ensure we provide such services in compliance with all professional standards, the designated individual is responsible for:

- Making all financial records and related information available to us.
- Ensuring that all material information is disclosed to us.
- Granting unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- Identifying and ensuring that such nonattest complies with the laws and regulations.

The accuracy and appropriateness of such nonattest services shall be limited by the accuracy and sufficiency of the information provided by the City's designated individual. In the course of providing such nonattest services, we may provide professional advice and guidance based on knowledge of accounting, tax and other compliance, and of the facts and circumstances as provided by the City's designated individual. Such advice and guidance shall be limited as permitted under the AICPA Code of Professional Conduct.

Communications

At the conclusion of the audit engagement, we may provide the City's management and those charged with governance a letter stating any significant deficiencies or material weaknesses which may have been identified by us during the audit and our recommendations designed to help the City make improvements in its internal control structure and operations related to the identified matters discovered in the financial statement audit. As part of this engagement, we will ensure that certain additional matters are communicated to the appropriate members of the City. Such matters include (1) our responsibilities under GAAS, (2) the initial selection of and changes in significant accounting policies and their application, (3) our independence with respect to the City, (4) the process used by City's management in formulating particularly sensitive accounting estimates and the basis for our conclusion regarding the reasonableness of those estimates, (5) audit adjustments, if any, that could, in our judgment, either individually or in the aggregate be significant to the financial statements or our report, (6) any disagreements with the City's management concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements, (7) our views about matters that were the subject of the City's management's consultation with other accountants about auditing and accounting matters, (8) major issues that were discussed with the City's management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards, and (9) serious difficulties that we encountered in dealing with the City's management related to the performance of the audit.

We have attached a copy of the report on our most recent peer review.

Other matters

Access to working papers

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records retention. It is our policy to retain all workpapers and client information for seven years from the date of issuance of the report. It is our policy to retain emails and attachments to emails

for a period of 12 months, except as required by any governmental regulation. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties. Any parties seeking voluntary access to our working papers must agree to sign our standard access letter.

We may be requested to make certain documentation available to regulators, governmental agencies (e.g., SEC, PCAOB, HUD, DOL, etc.), or their representatives ("Regulators") pursuant to law or regulations. If requested, access to the documentation will be provided to the Regulators. The Regulators may intend to distribute to others, including other governmental agencies, our working papers and related documentation without our knowledge or express permission. You hereby acknowledge and authorize us to allow Regulators access to and copies of documentation as requested. In addition, our Firm, as well as all other major accounting firms, participates in a "peer review" program covering our audit and accounting practices as required by the AICPA. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for the City may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work, we do for you reviewed by our peer reviewer, please notify us in writing.

Electronic transmittals

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. As an alternative, we recommend using our Client Portal ("Portal") to transmit documents. Portal allows the City, us, and other involved entities to upload and download documents in a secure location. You agree to the use of email, Portal, and other electronic methods to transmit and receive information, including confidential information, between the Firm, the City, and other third-party providers utilized by either party in connection with the engagement.

Use of third-party providers and alternative practice structure

Cherry Bekaert LLP and Cherry Bekaert Advisory LLC (an associated, but not affiliated entity) are parties to an administrative services agreement ("ASA"). Cherry Bekaert LLP and Cherry Bekaert Advisory LLC are operating in an arrangement commonly described as an "alternative practice structure". Pursuant to the ASA, Cherry Bekaert LLP leases professional and administrative staff, both of which are employed by Cherry Bekaert Advisory LLC, to support Cherry Bekaert LLP's performance under this engagement letter. As a result, Cherry Bekaert LLP will share your confidential information with Cherry Bekaert Advisory LLC so that the leased employees are able to support Cherry Bekaert LLP's performance under this engagement letter. These leased employees are under the direct control and supervision of Cherry Bekaert LLP, which is solely responsible for the professional performance of the services under this engagement letter. The leased employees are subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information, and Cherry Bekaert LLP and Cherry Bekaert Advisory LLC have contractual agreements requiring confidential treatment of all client information.

To the extent Cherry Bekaert Advisory LLC will provide tax, advisory, and/or consulting services to you, Cherry Bekaert LLP will provide Cherry Bekaert Advisory LLC with access to your accounting, financial, and other records that Cherry Bekaert LLP maintains to enable Cherry Bekaert Advisory LLC to provide those services to you.

In addition to the structure noted above, in the normal course of business, we may on occasion use the services of an independent contractor or a temporary or loaned employee, all of whom may be considered a third-party service provider. On these occasions, we remain responsible for the adequate oversight of all services performed by the third-party service provider and for ensuring that all services are performed with professional competence and due professional care. We will adequately plan and supervise the services provided by the third-party service provider; obtain sufficient relevant data to support the work product; and review compliance with technical standards applicable to the professional services rendered. We will enter into a contractual agreement with the third-party service provider to maintain the confidentiality of information and be reasonably assured that the third-party service provider has appropriate procedures in place to prevent the unauthorized release of confidential information to others.

Subpoenas

In the event we are requested or authorized by the City, or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

Dispute resolution provision

This Dispute Resolution Provision sets forth the dispute resolution process and procedures applicable to any dispute or claim arising out of or relating to this engagement letter or the services provided hereunder, or any other audit or attest services provided by or on behalf of the Firm or any of its subcontractors or agents to the City or at its request ("Disputes"), and shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

Mediation

All Disputes shall be first submitted to nonbinding confidential mediation by written notice to the parties and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR"), at the written request of a party, shall designate a mediator.

Arbitration procedures

If a Dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate, and the Dispute shall be settled by binding arbitration to be held at a mutually agreeable location. The arbitration shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Dispute Resolution Provision (the "Rules"). The arbitration shall be conducted before a panel of three arbitrators. Each of the

City and the Firm shall designate one arbitrator in accordance with the “screened” appointment procedure provided in the Rules, and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the engagement letter and to abide by the terms of the Rules. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the laws of the Commonwealth of Virginia (without giving effect to its choice of law principles) in connection with the Dispute. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Any discovery shall be conducted in accordance with the Rules. The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

Costs

Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

Waiver of trial by jury

In the event the parties are unable to successfully arbitrate any dispute, controversy, or claim, the parties agree to WAIVE TRIAL BY JURY and agree that the court will hear any matter without a jury.

Independent contractor

Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency, or fiduciary relationship.

No third-party beneficiaries

The parties do not intend to benefit any third party by entering into this agreement, and nothing contained in this agreement confers any right or benefit upon any person or entity who or which is not a signatory of this agreement.

Statute of limitations

The City agrees not to bring any claims against any partner or employee of the Firm in any form for any reason. The City and the Firm agree that any suit arising out of or related to the services contemplated by this engagement letter must be filed within one year after the cause of action arises. The cause of action arises upon the earlier of (i) delivery of the final work product for which the firm has been engaged, (ii) where applicable, filing of the final work product for which the firm has been engaged, or (iii) the date which the services contemplated under this engagement letter are terminated by either party.

Terms and conditions supporting fees

The estimated fees set forth in the attached engagement letter are based on anticipated full cooperation from the City’s personnel, timely delivery of requested audit schedules and supporting information, timely communication of all significant accounting and financial reporting matters, the assumption that unexpected circumstances will not be encountered during the audit, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the

right professionals scheduled on each engagement. As a result, sudden City requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed-upon dates can result in expensive downtime for our professionals. Any last-minute schedule changes that result in downtime for our professionals could result in additional fees. Our estimated fees do not include assistance in bookkeeping or other accounting services not previously described. If, for any reason, the City is unable to provide such schedules, information, and assistance, the Firm and the City will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

The estimated fees contemplate that the City will provide adequate documentation of its systems and controls related to significant transaction cycles and audit areas.

In providing our services, we will consult with the City with respect to matters of accounting, financial reporting, or other significant business issues as permitted by professional standards. Accordingly, time necessary to affect a reasonable amount of such consultation is reflected in our fees. However, should a matter require research, consultation, or audit work beyond that amount, the Firm and the City will agree to an appropriate revision in our fee.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the City at this time. Unless otherwise indicated, estimated fees do not include any time related to the application of new auditing or accounting standards that impact the City for the first time. If new auditing or accounting standards are issued subsequent to the date of this letter and are effective for the period under audit, we will estimate the impact of any such standard on the nature, timing, and extent of our planned audit procedures and will communicate with the City concerning the scope of the additional procedures and the estimated fees.

The City agrees to pay all costs of collection (including reasonable attorneys' fees) that the Firm may incur in connection with the collection of unpaid invoices. In the event of nonpayment of any invoice rendered by us, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this engagement letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid. If we elect to terminate our services for nonpayment, the City will be obligated to compensate us for all time expended and reimburse us for all expenses through the date of termination.

This engagement letter sets forth the entire understanding between the City and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings whether written or oral. Any subsequent changes to the terms of this letter, other than additional billings, will be rendered in writing and shall be executed by both parties. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions.

Report on the Firm's System of Quality Control

November 29, 2022

To the Partners of Cherry Bekaert LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Cherry Bekaert LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans; an audit performed under FDICIA; and an examination of service organizations (SOC 2 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.



"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC are independently owned firms that practice in an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed CPA firm that provides attest services, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Cherry Bekaert LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Cherry Bekaert LLP has received a peer review rating of pass.

EisnerAmper LLP

EisnerAmper LLP
Iselin, New Jersey





December 16, 2022

Michelle Thompson
Cherry Bekaert LLP
3800 Glenwood Ave Ste 200
Raleigh, NC 27612-5532

Dear Michelle Thompson:

It is my pleasure to notify you that on December 16, 2022, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is October 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Wagner". The signature is fluid and cursive.

Michael Wagner
Chair, National PRC

+1.919.402.4502

cc: Marc Fogarty, Steven Siegel

Firm Number: 900010011816

Review Number: 594133



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: 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.

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

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

Office of the City Manager

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.



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

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, 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.



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: 12/28/2023 Application No.: Z 2024-01 (Office Use)

APPLICANT INFORMATION:

Name: Reidsville Planning Staff
 Address: 230 W Morehead St. City/State/ZIP Reidsville, NC, 27320
 Daytime Telephone No. : 336-349-1065

PROPERTY OWNER INFORMATION:

Name: (attached on separate page)
 Address: -- City/State/ZIP --
 Daytime Telephone No. : --

PROPERTY INFORMATION:

County Tax Parcel Number: 182011, 154991, 154943, 154947, 154948, 182009
 County Property Identification Number (PIN): (attached on separate page)
 Property size in acres (sq. ft. if less than one (1) acre): 2.7388 total acres
 Property street location: (attached on separate page)
 Current use of property: All properties are vacant.
 Existing Zoning District: Industrial (I-1 & I-2)
 Requested Zoning District: General Business

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.

Reidsville Planning staff
Reidsville Planning staff (Jan 29, 2024 09:10 EST)

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.

Reidsville Planning staff
Reidsville Planning staff (Jan 29, 2024 09:10 EST)

Reidsville Planning staff
Reidsville Planning staff (Jan 29, 2024 09:10 EST)

Signature of Owner(s)

PROPERTY OWNER INFORMATION:

Property Address: 129 E Morehead St./150 S Harris St., Rockingham County Tax Parcel #182011

Property Owner: Mackin Property Investments, Ltd.

Owner Address: 142 N. Washington St., Rutherfordton, NC 28139

Property Address: 101 NE Market St. Rockingham County Tax Parcel #154991

Property Owner: Niu's Property, LLC

Owner Address: 1601 Walnut St., Suite 201, Cary, NC 27511

Property Address: 112 Hall St. Rockingham County Tax Parcel #154943

Property Owner: Mary Hart Heirs, C/O Jacqueline Watkins

Owner Address: 106 Broad St., Reidsville, NC 27320

Property Address: Vacant parcel off Hall St. Rockingham County Tax Parcel #154947

Property Owner: Alice Grace Jones

Owner Address: 110 Hall St., Reidsville, NC 27320

Property Address: Vacant parcel with no street frontage, Rockingham County Tax Parcel #154948

Property Owner: Mary Hart Heirs, C/O Jacqueline Watkins

Owner Address: 106 Broad St., Reidsville, NC 27320

Property Address: Vacant parcel located off Hall St. Rockingham County Tax Parcel #182009 (I-1)

Property Owner: City of Reidsville

Owner Address: 230 W Morehead St., Reidsville, NC 27320



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

REZONING REQUEST STAFF REPORT

DOCKET NO.: Z 2023-01

PRESENTER: Jason Hardin, Planning & Community Development Director

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

PETITIONER: City of Reidsville

OWNER(S): Mackin Property Investments, Ltd.; Niu's Property, LLC; Mary Hart Heirs, C/O
Jacqueline Watkins; Alice Grace Jones; and the City of Reidsville

REQUEST: Rezone all properties from Industrial (I-1 or I-2) to General Business (GB).

LOCATION(S):

- 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
- Vacant Parcel off Hall St. Rockingham County Tax Parcel #154947
- Vacant Parcel – No Street Frontage, Rockingham County Tax Parcel #154948
- Vacant Parcel located off Hall St. Rockingham County Tax Parcel #182009

PUBLIC NOTICE MAILED: 1/5/2024

PUBLIC NOTICE POSTED ON PROPERTY: 1/3/2024

PUBLIC NOTICE PUBLISHED IN NEWSPAPER: 1/3/2024

SITE INFORMATION

Tax Parcel Number(s):

- 182011
- 154991
- 154943
- 154947
- 154948
- 182009

Site Acreage:

- 129 E Morehead St./150 S Harris St. = 0.75 Acres
- 101 NE Market St. = 1.57 Acres
- 112 Hall St. = 0.0742 Acres
- Vacant Parcel on Hall St., Parcel #154947 = 0.0142 Acres
- Vacant Parcel – No Street Frontage, Parcel #154948 = 0.0304 Acres
- Vacant Parcel located off Hall St., Parcel #182009 = 0.3 Acres

Current land uses: All properties are currently vacant.

Availability of Water: Service is available for all properties.

Availability of Sewer: Service is available for all properties.

Is the site located in the Jordan Lake Watershed? No.

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? 129 E Morehead St. and 101 NE Market St. are located in the Historic District. 150 S. Harris Street, 112 Hall St., and all three of the vacant parcels are not located in the Historic District.

What is the topography of the property? The topography of all properties is flat.

Is there a stream on the property? No.

ZONING COMPABILITY ANALYSIS

- North:** Industrial-1 (I-1) and Industrial-2 (I-2)
- South:** Residential-6 (R-6) & Industrial-1 (I-1)
- East:** Residential-6 (R-6), Industrial-1 (I-1) & Industrial-2 (I-2)
- West:** Central Business (CB)

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

COMMENTS: Yes, the property is adjacent to a Residential-6 (R-6) neighborhood and the downtown Central Business (CB) 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.

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: No.

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: Yes. At 101 NE Market St. and 112 Hall St. the respective property owners intend to open commercial businesses. At 150 S Harris St. the property owner is looking to open an office space. At 129 E Morehead St. the property owner is interested in developing a multi-unit residential complex.

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

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.

The above referenced parcels are located in an area of downtown intended for inclusion as a part of Reidsville's proposed Depot District. 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 just outside of our established Central Business District (CBD). The area is a mostly vacant industrial district that developed due to close proximity to the railroad. 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 district of predominantly commercial and residential use. A key feature of the Depot District will be its emphasis on mixed use. 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. The revitalization of this area is vital to attracting and retaining younger populations, diversifying housing stock and growing Reidsville's network of community services.

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 recommend the proposed rezoning application be approved.

PLANNING BOARD RECOMMENDATION

The Planning Board unanimously recommended the proposed rezoning be approved.

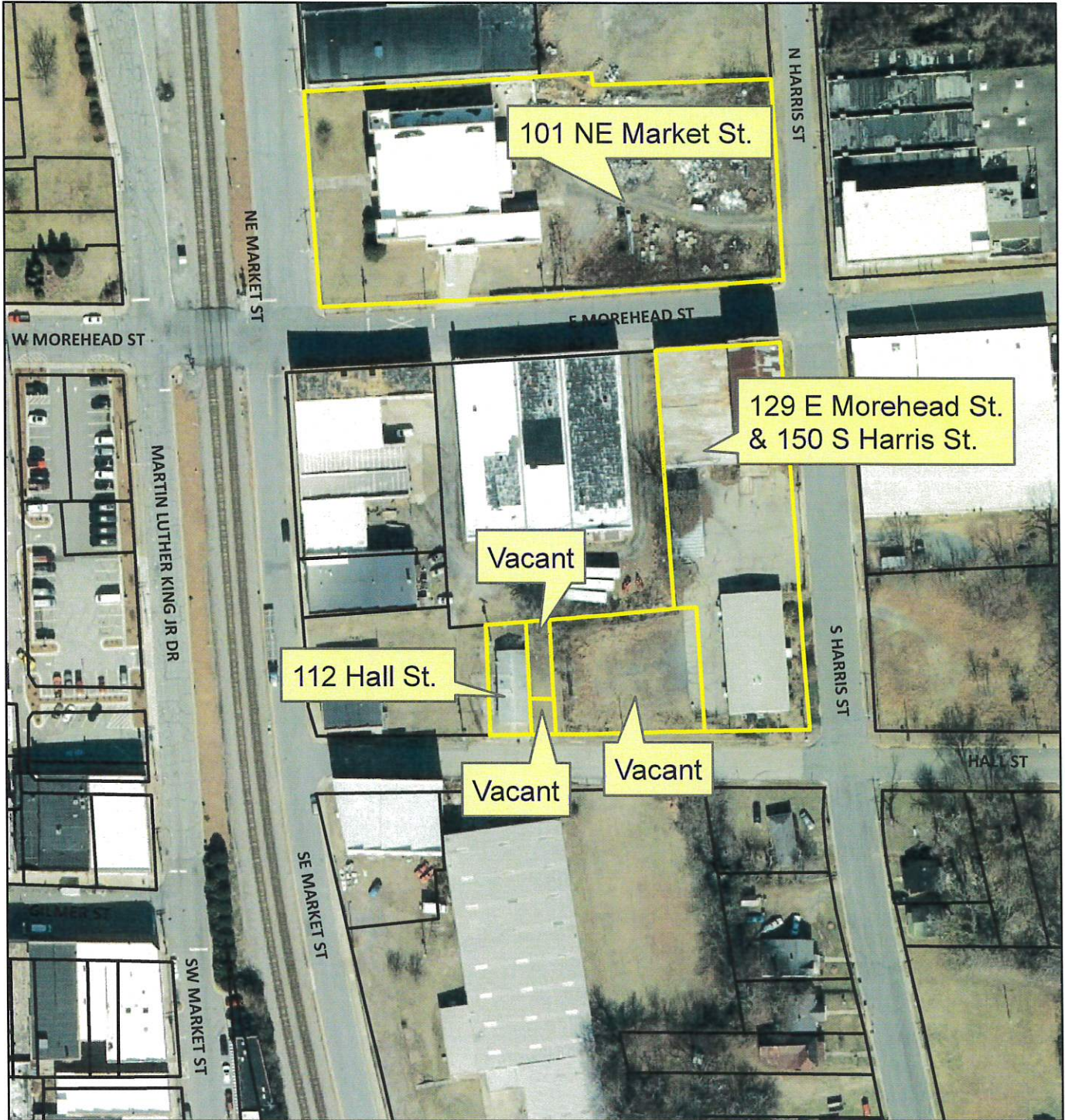
DRAFT MOTIONS TO APPROVE/DENY

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.




Request: I-1 & I-2 to GB

City of Reidsville, NC Aerial Map

Docket No.: Z 2024-01



Legend

-  ETJ Boundary
-  City Limits
-  Subject Properties



Prepared By:
City of Reidsville
Planning & GIS
Date: 1/9/2024

Request: I-1 & I-2 to GB

City of Reidsville, NC Zoning Map

Docket No.: Z 2024-01



ZONING DISTRICTS			
C	HB	R-20	CU O & I
O & I	I-1	RA-20	CU NB
CB	I-2	CU R-6	CU GB
NB	R-6	CU R-12	CU HB
GB	R-12	CU RS-12	CU I-1
	RS-12	CU RA-20	



Prepared By:
City of Reidsville
Planning & GIS
Date: 1/9/2024

**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 2024-01

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 rezone six parcels encompassing a total area of 2.7388 acres located along E Morehead St., S Harris St., and Hall St. from Industrial-1 and Industrial-2 to General Business.

WHEREAS, On January 17, 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(s) would enable them 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



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

CONSISTENCY & REASONABLENESS DETERMINATION

The Council has reviewed **Case Z 2024-01**, rezoning from **Industrial-1 (I-1) and Industrial-2 (I-2) to General Business (GB)** 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 2 – Urban**.
 - A. This parcel is located in the **Growth Management Area 2 – Urban** according to the Reidsville Land Development Plan, and is characterized by a high concentration of historically and architecturally significant buildings.
 - B. The Reidsville Land Development Plan prioritizes expansion of housing stock and alternatives in **Growth Management Area 2 – Urban**.
 - C. The Reidsville Land Development Plan prioritizes providing adequate retail and commercial provisions in **Growth Management Area 2 – Urban**.
 - D. The Reidsville Land Development Plan identifies a current lack of neighborhood-scale retail services in **Growth Management Area 2 – Urban**.
 - E. Uses permitted within the **GB** 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 properties are adjacent to an existing **R-6** neighborhood as well as the downtown **CB** district.
 - B. The uses allowed in the **GB** 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 expansion of housing stock and alternatives, and providing adequate retail and commercial provisions in the **Growth Management Area 2**.



**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, as 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 YOUR SPECIFIC REASONING FOR WHY THE REQUEST IS NOT CONSISTANT WITH REIDSVILLE’S LAND DEVELOPMENT PLAN]**, as incorporated into the motion, to be included in the minutes.”

I-1 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
Art studio, art gallery and museum	
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	
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, bottling works	
Beach Bingo Parlors	See Note 11
Boatworks, marine sales, travel trailer sales, recreational vehicle and sales	
Building material sales and storage	See Note 7
Carnivals, ferris wheels, rides (temporary)	
Carpentry shops	See Note 7
Carpet, rug, bag cleaning establishments	
Cleaners	
Coal, coke, wood lots	See Note 7
Coffee Shop	
Compartmentalized storage for individual storage of residential and commercial goods	
Condominiums (Office and Commercial)	
Construction storage yards, lumber yards	See Note 7
Drive-in theater	Requires SUP
Dwelling, accessory to non-residential	Requires SUP/ See Note 14
Exhibit Center/Event Center, not including recreational type events or spectator sports events	
Fabrication - light fabrication of items for sale on premises	
Fairground, carousels, roller coaster, ferris wheels, super slides, etc. (permanent)	
Fences and walls	
Fire and police stations, emergency services	
Flammable gas for heating premises on which located	
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
Food and dairy processing (excluding slaughter of animals)	
Frozen food lockers	
Game Rooms	

I-1 Permitted Uses

Amendments through September 15, 2018

Golf courses, par three, par two miniature courses	
Golf driving range	
Gymnasiums, spas and fitness centers	
Hazardous waste storage transfer facility	Requires SUP
Homeless shelters	Requires SUP
Hunting Supply Sales	See Note 35
Industrial/Corporate park	Requires SUP
Industrial supplies, machinery and equipment sales	
Laboratories, research	
Laundries	
Machine shop, welding shop	
Maintenance shops and yards for vehicles and equipment	
Manufacture of apparel, canvas goods, linens, domestic soft goods	
Manufacture of electrical products, precision tools and instruments	
Manufacture of pharmaceutical products	
Microbreweries	See Note 37
Mobile home manufacturing	
Mobile home sales, sale of agricultural implements, heavy machinery	
Modular Units (residential and commercial)	See Note 28
Monument works, stone works	
Motorcycle, power saw, lawn mower repair	
Mulch sales	See Note 15
Nonconforming use, change or extension	Requires SUP
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	
Plumbing, heating, electrical contractors sales and service	See Note 7
Printing or binding shop	
Private athletic fields, recreational buildings, playgrounds, no commercial gain, no automobile or motorcycle racing	
Processing and packaging of windshield washer fluid	Requires SUP
Public parks, cultural and recreational facilities	
Public utility stations serving the community; transformers, radio and TV towers	
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	
Recycle collection	Requires SUP
Recycle processing	See Note 7
Retail uses permitted in Industrial Districts	Requires SUP
Satellite dishes	See Note 1
Schools (Nonacademic); commercial, vocational, public or private including music and dance studio	See Note 24
Sheet metal and/or roofing shops	
Signs	Art. VII
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	

I-1 Permitted Uses

Amendments through September 15, 2018

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, gas and petroleum projects in quantities for distribution	
Temporary building incidental to a construction project	
Tire recapping	
Tire sales and service	See Note 7
Tobacco warehouses, processing and storage	
Transportation terminals, freight	
Vehicle, junked	See Note 19
Vehicle, nuisance	See Note 20
Veterinary establishments, inside kennel only	
Veterinary establishments	
Water treatment facilities	
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	

I-1 Permitted Uses

Amendments through September 15, 2018

Description of District I-1 **I-1 Industrial District**

The I-1 Industrial District is established as a district in which the principal use of land is for industrial which can be operated in a relatively clean and quiet manner and which will not be obnoxious to adjacent residential, office and institutional, or business district. The regulations are designated to prohibit the use of land for heavy industry which should be properly segregated and to prohibit any other use which would substantially interfere with the development of industrial establishments in the district.

I-2 Permitted Uses

Amendments through September, 2019

Accessory uses, including but not limited to fallout shelters, garages, guest houses, tool sheds, swimming pools	See Note 1
Adult Establishments	Requires SUP
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, bottling works	
Beach Bingo Parlors	See Note 11
Blacksmith shops	
Boating, sailing, fishing, hunting and other active and passive recreational activities	
Boatworks, marine sales, travel trailer sales, recreational vehicle and sales	
Building material sales and storage	See Note 7
Carpentry shops	See Note 7
Carpet, rug, bag cleaning establishments	
Chemical Manufacturer	Requires SUP
Cleaners	
Coal, coke, wood lots	See Note 7
Compartmentalized storage for individual storage of residential and commercial goods	
Condominiums (Office and Commercial)	
Construction storage yards, lumber yards	See Note 7
Dwelling, accessory to non-residential	Requires SUP/See Note 14
Fabrication - light fabrication of items for sale on premises	
Fences and walls	
Fire and police stations, emergency services	
Flammable gas for heating premises on which located	
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
Food and dairy processing (excluding slaughter of animals)	
Foundry casting, light weight nonferrous metal not causing noxious fumes, noise or odors	
Frozen food lockers	
Hazardous waste storage transfer facility	Requires SUP
Homeless shelters	Requires SUP

I-2 Permitted Uses

Amendments through September, 2019

Hunting Supply Sales	See Note 35
Industrial/Corporate park	Requires SUP
Industrial supplies, machinery and equipment sales	
Laboratories, research	
Laundries	
Livestock sales barns	
Machine shop, welding shop	
Machine tool manufacturing	
Maintenance shops and yards for vehicles and equipment	
Manufacture of apparel, canvass goods, linens, domestic soft goods	
Manufacture of brick, pottery, clay products	
Manufacture of electrical products, precision tools and instruments	
Manufacture of flour, feeds	
Manufacture of industrial and commercial machinery, computer equipment	
Manufacture of leather and leather products	
Manufacture of machine tools, metal fabrication	
Manufacture of mixing of concrete and paving material	
Manufacture of pharmaceutical products	
Manufacture of primary metal industries	
Manufacture of rubber and miscellaneous plastics products	
Manufacture of textiles	
Manufacture of transportation equipment	
Manufacture of wood products, furniture, paper, pulp, cardboard, etc.	
Microbreweries	See Note 37
Miscellaneous manufacturing	See Note 21
Mobile home manufacturing	
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	
Mulch sales	See Note 15
Nonconforming use, change or extension	Requires SUP
Nonhazardous Solid Waste Transfer Station	See Note 36
Offices	
Petroleum Refining and Related Industries	
Planing or sawmills	
Plumbing, heating, electrical contractors sales and service	See Note 7
Printing or binding shop	
Private athletic fields, recreational buildings, playgrounds, no commercial gain, no automobile or motorcycle racing	
Processing and packaging of windshield washer fluid	Requires SUP
Public parks, cultural and recreational facilities	
Public utility stations serving the community; transformers, radio and TV towers	
Public utility facilities, pump stations, water tower, etc.	
Public works, garages, storage	
Quarries or other extractive industries	
Radio and television stations	

I-2 Permitted Uses

Amendments through September, 2019

Railroad freight yards	See Note 22
Repair and servicing of office and household appliances and equipment	
Recycle collection	Requires SUP
Recycle processing	See Note 7
Retail Uses permitted in Industrial Districts	Requires SUP
Satellite dishes	See Note 1
Schools (Nonacademic); commercial, vocational, public or private including music and dance studio	See Note 24
Sewage treatment plants, sanitary landfills, incinerators	
Sheet metal and/or roofing shops	
Signs	Art. VI
Sign Manufacturing, painting, maintenance	
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, gas and petroleum projects in quantities for distribution	
Temporary building incidental to a construction project	
Tire recapping	
Tire sales and service	See Note 7
Tobacco warehouses, processing and storage	
Transportation terminals, freight	
Vehicle, junked	See Note 19
Vehicle, nuisance	See Note 20
Veterinary establishments, inside kennel only	
Veterinary establishments	
Water treatment facilities	
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	

I-2 Permitted Uses

Amendments through September, 2019

Description of District I-2
I-2 Industrial District

The I-2 Industrial District is established as a district in which the principal use of land is for heavy industries that by their nature may create some nuisance and which are not properly associated with nor compatible with uses in other zoning districts.

GB 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
Antiques and gift retail sales	
Appliance distributors, wholesale and retail	
Arts and crafts supply and retail sales	
Art studio, art gallery and museums	
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
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
Coffee Shop	
Community Center, public or non-profit for assembly or recreation	
Condominiums (Office and Commercial)	
Construction storage yards, lumber yards	See Note 7
Dairy bars including manufacturing of ice cream on premises	
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	
Dwelling, accessory to non-residential	Requires SUP/See Note 14
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	

GB Permitted Uses

Amendments through September 15, 2018

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)	
Florists and gift shops	
Funeral Homes including Crematories as an accessory use	See Note 33
Furniture, retail sales	
Game Rooms	
Gymnasiums, spas, fitness	
Hardware sales	
Homeless shelters	Requires SUP
Hotels, motels	
Hunting Supply Sales	See Note 35
Internet Sweepstakes Café	Requires SUP
Laboratories, medical, dental	
Laundries	
Lock and gunsmiths	
Medical, dental, paramedical, chiropractor offices	
Microbreweries	See Note 37
Modular Units (residential or commercial)	See Note 28
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
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	
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	

GB Permitted Uses

Amendments through September 15, 2018

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, Class I combustible liquids in underground tanks only when installed by certified service person and which meet all requirements of fire prevention code	
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	
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, passenger	
Upholstery sales and fabrication	
Vehicle, junked	See Note 19
Vehicle, nuisance	See Note 20
Wholesale establishments	
Wholesaling of household furniture, furnishing and appurtenances	
Warehouses, sales or service	
Yard sales, rummage sales sponsored by non-profit organizations	

GB Permitted Uses

Amendments through September 15, 2018

Description of District GB
General Business District

The General Business District is established as a district in which the principal use of the land is to provide for retailing of goods and services adjacent to the CBD. Off-street parking is required for the uses in this district.

Name1	Name2	Name3	TaxpayAddr	TaxpayAd_1	TaxpayCity	TaxpayStat	TaxpayZIP
HAMID MASOUDI	LEA WAYNICK		201 SE MARKET ST		REIDSVILLE	NC	27320-3802
HYDRO GROOM MOBILE	PET WASH INC		105 TREYBOURNE DR		REIDSVILLE	NC	27320-6849
ANOTHER CHANCE EMPOWERMENT	CENTER INC		C/O AARON BRIM	5 PARK AVE	ROOSEVELT	NY	11575-1452
HWF INVESTMENTS LLC			205 SE MARKET ST		REIDSVILLE	NC	27320-3802
MARY HEIRS HART			C/O JACQUELINE WATKINS	106 BROAD ST	REIDSVILLE	NC	27320-6502
ALICE GRACE JONES			110 HALL ST		REIDSVILLE	NC	27320-3924
MARY HEIRS HART			C/O JACQUELINE WATKINS	106 BROAD ST	REIDSVILLE	NC	27320-6502
TDBD PROPERTIES LLC			114 W MOREHEAD ST		REIDSVILLE	NC	27320-3852
EDWARD M TOWNES III	JOYCE W TOWNES		5916 TAMANNARY DR		GREENSBORO	NC	27455-9234
TDBD PROPERTIES LLC			114 W MOREHEAD ST		REIDSVILLE	NC	27320-3852
MARKET STREET LLC			8740 US HWY 158		REIDSVILLE	NC	27320-7611
LEAS CORNER INC			203 LAWSONVILLE AVE		REIDSVILLE	NC	27320-3941
NULIFE PROPERTIES LLC			4702 LAWDALE DR UNIT C		GREENSBORO	NC	27455-2070
HEATHERNAN ENTERPRISES INC			300 WILLIAMSBURG RD		REIDSVILLE	NC	27320-1107
JOHNNIE M MARTIN	JOHNS M MARTIN		401 N GREENE ST		GREENSBORO	NC	27401-2119
TYKESIA ROCHELLE JOHNSON	ROSHAWN WENDELL JOHNSON		4812 SUMMIT AVE		GREENSBORO	NC	27405-2940
REIDSVILLE PARTNERS LLC			PO BOX 21207		WINSTON SALEM	NC	27120-1207
ANTHONY D FRASCA	DOMINICK FRASCA		51 ELKS PLACE		STATEN ISLAND	NY	10309-2128



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, February 13, 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 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.)

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 January, 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: Sunday, January 28, 2024
Sunday, February 4, 2024**

“Live Simply. Think Big.”



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/NCCMC, Reidsville City Clerk, do hereby certify that notices of the public hearing considering 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), to be held on February 13, 2024, at 6:00 p.m. in Council Chambers, 230 West Morehead Street, Reidsville, North Carolina, were mailed by first-class mail on the 25th day of January, 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 25th day of January, 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: Hamid Masoudi & Lea Waynick
Hydro Groom Mobile Pet Wash, Inc.
Another Chance Empowerment Center Inc., c/o Aaron Brim
HWF Investments, LLC
Mary Heirs Hart
Alice Grace Jones
Mary Heirs Hart, c/o Jacqueline Watkins
TDBD Properties, LLC
Edward M. Townes III & Joyce W. Townes
Market Street, LLC
Leas Corner, LLC
NuLife Properties, LLC
Heathernan Enterprises, Inc
Johnnie M. Martin & Johns M. Martin
Tykesia Rochelle Johnson & Roshawn Wendell Johnson
Reidsville Partners, LLC
Anthony D. Frasca & Dominick Frasca
FROM: Angela G. Stadler, CMC/NCCMC, City Clerk 
DATE: January 25, 2024
SUBJ: Public Hearing – February 13, 2024

Notice is hereby given that a meeting and public hearing will be conducted by the Reidsville City Council on Tuesday, February 13, 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 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.)

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.

“Live Simply. Think Big.”

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).



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

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

REIDSVILLE FAMILY YMCA

504 South Main Street, Reidsville, NC 27320
P 336 342 3307 F 336 342 3468 W reidsvilleymca.org

The mission of the Reidsville Family YMCA is to put Christian principles into practice through programs that build a healthy spirit, mind, and body for all.



October 19, 2023

Re: YMCA Reidsville, NC

Thank you again for the opportunity to provide you a Duro-Last solution for the roofing project that has been proposed. Sq Ft of materials install is 10,775

1. Remove existing ballast rock and dispose of.
2. Remove existing ballast mat and insulation board and dispose of.
3. Fully adhere 50mil membrane from Duro-Last. Duro Fleece System to include all new curb, pipe, etc. flashings.
4. Wall flashings to be ran up and over wall and terminated on the outside.
5. Install new through wall scuppers from Duro Last.
6. Install 4" 2 pc metal from Duro Last at roof edge. (Owner to choose color)
7. Affordable Roofing will maintain Workers Compensation as well as General Liability insurance. COI available upon request.
8. Once completed Duro-Last will provide a 15-year NDL warranty that covers all labor and materials. The Duro-Last 15-year NDL warranty does not require maintenance contracts or any residual costs to ownership.
9. Optional upgrade from 15-year NDL to 20-year NDL.

Price: \$71,325.00

Note: Price for upgrades from 15-year NDL to 20-year NDL add \$1,425.00

Again, thank you for the opportunity and considering Affordable Roofing Company. Please do, not hesitate to call with any questions regarding this proposal.

Regards,

Robbie Patterson

* This proposal may be withdrawn by us if not accepted within 15 days from date above due to instability of the suppliers.

Phone 336.627.1428

arcoroofing82@gmail.com

P.O. Box 426 * Eden, NC * 27288



COMMERCIAL RESIDENTIAL INDUSTRIAL

PROPOSAL

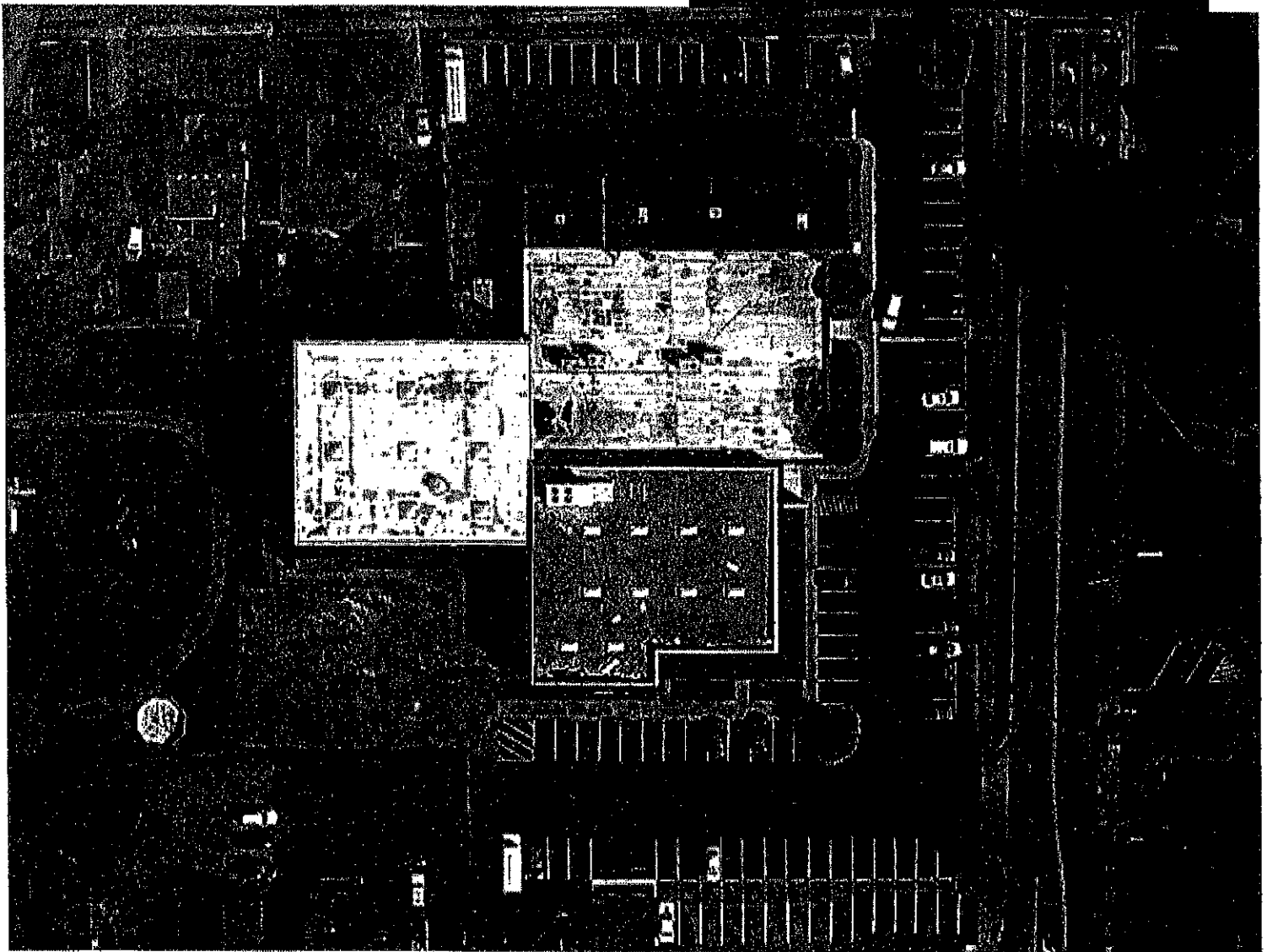
YMCA Reidsville

504 South Main Street
Reidsville, NC 27320

Attention: Juan Calderon

Proposal #: MC240018

1/25/2024



OVERVIEW

YMCA Reidsville
Flat Roof Area – See Aerial Outline

Approximately 8,100 square feet

- Obtain a building permit as required by local authorities.
- Provide a pre-roof meeting with an owner's representative.
- Guy Roofing General Terms and Conditions, as attached, apply to this project.
- Guy Roofing, Inc. to provide all dumpsters necessary to complete roofing project.

EXISTING ROOF PREPARATIONS

- Tear off the existing roof system down to the roof deck due to existing roof conditions per North Carolina Existing Building Code.
- Existing conductor heads and downspouts to remain in place and be reused.
- Remove and dispose of all existing base flashings, as needed, and dispose of all debris at an offsite location.

INSTALLATION OF NEW ROOF

- Provide and install multiple layers of polyiso insulation to reach the required thermal value of R-30 per North Carolina Energy Conservation Code.
- Provide and install tapered crickets between roof scuppers to promote positive drainage.
- Provide and install a White **Extreme TPO with Octaguard XT Weathering Package** roof system per industry requirements.
- Flash all walls and penetrations per industry requirements.
- Flash all curbs, pipes, pitch pockets and other penetrations.
- Provide and install new TPO walkway pads at all access locations and at the service side of all HVAC equipment.
- Provide and install 4 skylight domes to replace broken skylight domes.

INSTALLATION OF SHEET METAL

- Provide and install new 24 ga. Kynar finished **FM Approved GUY GUARD RE-5 Quick Snap** sheet metal edge metal.
- Provide and install new 24 ga. Kynar finished sheet metal curb counter flashing.
- Provide and install new 24 ga. Kynar finished sheet metal surface mounted counter flashing.
- Provide and install new 24 ga. TPO Clad sheet metal scuppers.

WARRANTY

- At the completion of the project and upon final payment, provide the owner with a **GUY GUARD Single Source 25 year Labor and Material Roof Warranty.**

BASE BID AMOUNT: \$169,900.00

UNIT PRICING

In the event Guy Roofing finds damaged or deteriorated plywood decking, Guy Roofing will replace the decking on an "as needed" basis only:

- Remove deteriorated wood and replace with a like decking
PRICE: ADD \$5.00 / Square Foot

In the event Guy Roofing finds damaged or deteriorated ¾" tongue and groove wood decking, Guy Roofing will replace the decking on an "as needed" basis only:

- Remove deteriorated wood and replace with a like decking
PRICE: ADD \$10.00 / Square Foot

In the event Guy Roofing finds damaged or deteriorated Steel Decking, Guy Roofing will replace the decking on an "as needed" basis only:

- Remove deteriorated and replace with a like or similar decking
PRICE: ADD \$12.00 / Square Foot
- Overlay deteriorated decking with like or similar decking
PRICE: ADD \$11.00 / Square Foot

In the event Guy Roofing finds moderately rusted steel roof decking, Guy Roofing will wire brush and prime the decking on an "as needed" basis only:

- Wire Brush and Prime Steel Decking
PRICE: ADD \$4.00 / Square Foot

In the event Guy Roofing finds damaged or deteriorated insulation or wet roofing areas, Guy Roofing will replace the wet areas with new Polyiso to match existing thickness on an "as needed" basis only:

- Remove Wet or Damaged Insulation or Roofing Areas and Replace with Polyiso
PRICE: ADD \$8.00 / Square Foot

In the event the owner requests additional walkway pads:

- Furnish and install new walkway pads in locations directed by the owner.
PRICE: ADD \$40.00 / Lineal Foot

In the event Guy Roofing finds missing, damaged or deteriorated wood blocking, Guy Roofing will add/replace the wood blocking on an "as needed" basis only:

- Remove deteriorated wood and replace with new wood blocking for metal attachment
PRICE: ADD \$15.00 / Lineal Foot

BID FOOTNOTES

- Price is based on adequate fastener resistance pull out values into the existing decking in accordance with manufacturer specifications.
- Price is based on adequate adhesion values to the existing substrate in accordance with manufacturer specifications.
- Prices are based on the following:
 - No work hour restrictions.
 - Purchaser is responsible for interior protection.
 - Material and dumpster storage location to be directly adjacent to the section(s) described in the above scope of work.
- Purchaser acknowledges that additional weight will be added by the installation of the new roof and assumes all risks and liabilities associated with the performance of the Contract Work, including additional there to and agrees that Contractor has no duty to perform any structural analysis or engineering calculations with respect to the structural capacity of the building.
- Guy Roofing will make a reasonable effort to minimize damage to the lawn and landscaping during the roofing process.
- Standard metal selection is to match existing metal. Initial here to elect standard metal match as your selection and Guy Roofing will order accordingly for you, _____. If this is not a standard metal match, please choose from a Guy Roofing provided standard color chart. Selection must be made in order to begin work. Selected Color: _____
- Contractor will make every effort to protect the roof not in contract that needs to be traversed to gain access to the roof described in the Base Bid; however, in the event of any damage, all repairs will be at the Purchaser's expense.
- If the roof system or attachment method recommended by Guy Roofing in the aforementioned scope of work is not accepted by state and/or local municipalities, Guy Roofing will supply Purchaser with an alternate system and the difference in system cost will be reflected in a change order to be approved by Purchaser prior to commencement of work.
- Purchaser is responsible to protect power lines within a 10-foot radius of work to be performed in accordance with OSHA 29 CFR 1926.416. More specifically, paragraph 29 CFR 1926.416(g)(2) requires that such lines must be: 1) de-energized and grounded, or 2) guarded, isolated or insulated to prevent accidental contact with lines by a body part, materials, tools or equipment.
- Guy Roofing Inc is to secure all necessary building permits.
- Upon receiving awarded contract, any and all unit pricing listed within this Proposal and Contract will only be valid up to 98% substantial completion awaiting inspections. Should Purchaser elect to solicit for additional work based on unit pricing after substantial completion, previously provided unit pricing will be null and void and new pricing will be determined.
- All prices offered in this proposal document are based on Contractor's current OSHA Safety Regulations and Fall Protection Standards which are available upon request. Any requirements above and beyond those outlined in the Contractor's OSHA Standards will result in an additional charge which will be passed on to the owner.
- Purchaser is responsible for all fees and scheduling associated with disconnecting/reconnecting HVAC, lightning protection, electrical and/or mechanical equipment, communication cables, and moving, repositioning, and recalibrating any and all satellite dishes and any other equipment as required to complete the project.
- Purchaser permits Contractor to profile the performance of this project in Contractor's marketing materials. Pricing information will not be published.
- Customer understands that work on the roof system including the existing roof deck may cause damage to any existing sprayed-on fireproofing including causing the sprayed-on fireproofing to lose adhesion and fall. Customer agrees that Guy Roofing is not responsible for the repair or replacement of any sprayed-on fireproofing and Customer further agrees that Guy Roofing shall have no responsibility or liability whatsoever for any resulting damage to persons or property should any sprayed-on fireproofing fall as a result of Guy Roofing's work.

Accepted as Contract by:

Guy Roofing, Inc.

Contractor: _____

By: _____

Title: _____

Date: _____

Accepted as Contract by:

Purchaser: _____

By: _____

Title: _____

Date: _____

Terms & Conditions

1. **Payment Schedule and Terms (select one):**
 - Option 1: An Initial payment of 25% of the Contract Sum is required with acceptance of proposal. No scheduling or material orders will be processed until this payment is received. 15% of the Contract Sum will be billed upon job commencement, payable upon receipt. The balance of the Contract Sum, including any changes hereunder, will be billed monthly based on job progress, and any unbilled balance will be billed immediately upon job completion. Each monthly progress invoice and the final invoice will be due Net 15 days.
 - Option 2: 50% of the Contract Sum will be billed upon job commencement, payable upon receipt. The balance of the Contract Sum, including any changes hereunder, will be billed monthly based on job progress, and any unbilled balance will be billed immediately upon job completion. Each monthly progress invoice and the final invoice will be payable Net 15 days.
 - Option 3: An initial payment of 25% of the Contract Sum is required with acceptance of proposal. No scheduling or material orders will be processed until this payment is received. 25% of the Contract Sum will be billed upon job commencement, payable upon receipt. The balance of the Contract Sum, including any changes hereunder, will be billed immediately upon job completion, payable Net 15 days.
2. This proposal is being submitted by a representative of the Contractor and such proposal shall not be deemed a contract binding upon Contractor until it has been executed by an authorized officer of the Contractor. The contract sum payable to Contractor shall be the aggregate dollar amount of the Base and/or Alternate Bids selected above by purchaser (including all additions thereto).
3. This offer is for acceptance within thirty (30) days. If Guy Roofing does not receive a written acceptance from the Owner within thirty days, this offer is automatically withdrawn. The offer may only be accepted on the exact terms set forth in the Quotation Form, and no additional terms or modifications shall be accepted. Owner will be deemed to have accepted this offer upon Guy Roofing's receipt of Owner's written acceptance. Upon acceptance hereof, the Quotation Form and Owner's acceptance shall be deemed to be a contract embodying all understandings and agreements between Owner and Guy Roofing. By acceptance of this offer, Owner warrants that the Owner is solvent and will pay in accordance with the terms and conditions herein.
4. This offer is conditional upon Owner having acceptable credit, such acceptability to be determined by Guy Roofing's credit department. Guy Roofing reserves the right, previous to performing any work, to require from Owner satisfactory security for performance of Owner's obligation.
5. Guy Roofing shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Guy Roofing does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. If plans, specifications, or other design documents have been furnished to Guy Roofing, Owner warrants that they are sufficient and conform to all applicable laws and building codes. Guy Roofing is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Guy Roofing from the contract documents.
6. Guy Roofing will assess a finance charge on any past due balances in the amount of 1 1/2% per month (18% per annum). Guy Roofing shall be entitled to recover from Owner costs of collection, including attorney's fees, resulting from Owner's failure to make proper payment when due.
7. The failure of Owner to make proper payment to Guy Roofing when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Guy Roofing, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in that Guy Roofing shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Guy Roofing shall be increased by the amount of Guy Roofing's reasonable costs of shut-down delay and start-up. In the event of a material breach of this contract by the Owner, Guy Roofing may, at its option, cancel the uncompleted balance of this contract without any liability whatsoever and shall have such other rights and remedies afforded to Guy Roofing for breach of contract under applicable law.
8. Force Majeure: Contractor shall be excused from any schedule obligations or contractual completion requirements due to any intervening or superseding causes not due to or caused by the unlawful acts or negligence of Contractor including, but not limited to, the following acts or events: Acts of God or other natural disasters; Acts of War or Civil Unrest; Acts of Terrorism; Government Order or other Government Action materially impacting Contractor's ability to perform including tariffs and import duties; Strikes or other Labor Work Stoppage; or National or International Pandemics or Epidemics. If any such intervening or superseding cause(s) renders Contractor's performance under this Contract impossible or not commercially reasonable, Contractor may, in its sole discretion, elect to terminate this Contract. Otherwise, Contractor shall be entitled to an extension of time for performance commensurate with the length of delay caused by any such intervening or superseding cause. In no event shall Contractor be liable for any damages of any nature or kind arising out of or relating to any such intervening or superseding causes.
9. Unless a specific time for performance of the work is agreed in writing, Guy Roofing shall perform the work in the course of Guy Roofing's normal operating schedule. Guy Roofing shall not be responsible for any delays occasioned by strikes, accidents, war, act of God, or any other causes beyond Guy Roofing's control, and no penalties or liquidated damages are provided for herein.

800-771-0778

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PROPOSAL #: MC240018
CLIENT INITIAL: _____

10. All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.
11. Deviations from the specifications and any changes in the work, including, but not limited to, extra work, incidental work, or reductions in work, shall be set forth in a written change order and signed by both parties prior to the implementation of such change. Any resulting adjustments to the contract price shall be included in the change order.
12. A manufacturer's warranty shall be furnished to Owner if a manufacturer's warranty is called for in the Quotation Form. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Owner shall have recourse only against the manufacturer of such material.
13. Guy Roofing will provide Workmen's Compensation Insurance for its employees and Guy Roofing's standard Liability and Property Damage Insurance coverages. Copies of Certificate of Insurance will be made available to Owner's upon written request. Owner shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by Guy Roofing, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted.
14. Owner shall provide Guy Roofing with suitable access to the project site. If Guy Roofing's work depends upon construction or operations of the Owner's own forces or other contractors or must be performed in conjunction with the Owner's own forces or other contractors, such other work shall be so performed and completed as to permit Guy Roofing to perform its work hereunder in an uninterrupted operation.
15. Owner acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior. Owner agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Guy Roofing shall not be responsible for disturbance, damage, clean up or loss to interior property that Owner did not remove or protect prior to commencement of roofing operations.
16. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Guy Roofing if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, Guy Roofing will make roof repairs. The Owner is responsible for monitoring any leak areas and for indoor air quality. Guy Roofing is not responsible for indoor air quality. Owner shall hold harmless and indemnify Guy Roofing from claims due to indoor air quality and resulting from failure by Owner to maintain the building in a manner to avoid growth of mold.
17. Owner warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Guy Roofing is not responsible for location of roof drains, adequacy of drainage, ponding on the roof or structural conditions.
18. This proposal is based on Guy Roofing not coming into contact with asbestos-containing or toxic materials. Guy Roofing is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. Guy Roofing shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos containing or toxic materials at the work site. Owner agrees to indemnify Guy Roofing from and against any liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.
19. Indemnification. To the fullest extent permitted by law, Guy Roofing shall indemnify and hold harmless the Owner, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Guy Roofing's work under this contract, provided that any such claim, damage, loss or expense is caused in whole or in part by Guy Roofing, and only to the extent of the negligent act or omission of Guy Roofing or anyone for whose work Guy Roofing is responsible. IN NO EVENT SHALL SUCH LIABILITY INCLUDE INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, UNMITIGATED, OR CONSEQUENTIAL DAMAGES.
20. Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with an arbitrator selected by mutual agreement by the parties. Guy Roofing and Owner may join or consolidate arbitration with the Architect, Subcontractors, or any other party having an interest in the proceeding. Notwithstanding any other choice of law provisions, if any, the parties acknowledge that the Project affects interstate commerce and that this Agreement to arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. The prevailing party in any dispute arising out of or relating to this Agreement that is resolved by arbitration shall be entitled to recover from the other party the reasonable attorney's fees incurred by that party in connection with such arbitration.
21. The rights and remedies provided Guy Roofing herein shall be cumulative and in addition to any other rights and remedies provided at law or in equity. No waiver of any provision or default under this contract shall affect Guy Roofing's rights thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar. No waiver shall in any event be effective unless in writing and signed by Guy Roofing.
22. This contract and the rights and obligations of Owner hereunder, including without limitation, the duty of performance, may neither be assigned nor delegated without the prior written consent of Guy Roofing.
23. This contract shall be governed by and construed in accordance with the laws of the State where the project is located.
24. Whenever possible, each provision of this contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this contract shall be prohibited by or invalid under applicable law, said provision shall

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PROPOSAL #: MC240018
CLIENT INITIAL: _____

be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provision of this contract.

This contract constitutes the entire agreement between Guy Roofing and Owner. This contract is an integration of and supersedes any and all understandings, representations, proposals, or negotiations between the Parties, whether oral or written. No oral agreements, representations, course of conduct or dealings between the parties or usage of trade shall be relevant to supplement, explain, contradict, or vary in any way, any provision contained herein. None of the terms and conditions contained in this contract may be amended, added to, modified, supplemented, superseded, or otherwise altered except by a written instrument signed by Guy Roofing and Owner.

25. **Electrical and Other Conduits:** The performance of the work may result in unintentional damage to electrical and other conduits, especially when such conduits are installed in the flutes of a roof deck, mounted in or to side of roof purlins, or when the underside of the roof is not visible from inside the structure. Customer acknowledges that it has been made aware of the potential for damage to electrical and other conduits and agrees that Guy Roofing will not be liable for any damage or loss due to damage to electrical and other conduits.
26. **Material Prices:** Contractor's bids, estimates and/or proposals are heavily reliant on pricing provided to Contractor by its material and equipment suppliers. Due to dynamic market conditions over which Contractor has no control, some of these material suppliers enact significant price increases with limited notice to Contractor which materially impact the cost of materials required for Contractor to perform the Work under the Contract. Contractor cannot reasonably plan for or account for the possibility of such increases in its bid, estimate and/or proposal to Owner. Moreover, in order to provide competitive pricing to the Owner, Contractor does not include any contingency for price escalation in its bid or in its contract with Owner. Accordingly, in the event of a price increase by one of its suppliers which materially impacts the cost to Contractor to procure such materials or equipment, Contractor shall be entitled to an equitable adjustment in the contract amount to account for any such unforeseen and unanticipated rise in material costs. For purposes of this provision "material impact" shall be a demonstrated cost increase in any necessary materials or equipment exceeding 5% from the price used in the Contractor's bid, estimate and/or proposal. Contractor shall be entitled to an equitable adjustment for any such material impact in the amount of any direct cost increase (without any mark-up for overhead or profit) for any applicable materials or equipment which shall be supported by sufficient documentation from Contractor to demonstrate a material impact on pricing.

Furthermore, due to certain market conditions over which Contractor has no control and which may not be reasonably anticipated by Contractor at the time of bid or contract, Contractor's material suppliers may place certain materials on allocation. In such event, this may materially impact Contractor's ability to secure such materials in adequate quantities or in sufficient time to comply with any prior schedule commitments or requirements. In the event of any such material allocation by any

of Contractor's suppliers, Contractor will give prompt notice of same to Owner and exercise its best efforts to avoid or minimize impact to the schedule and the Project. However, Contractor shall not be liable for any delays in completion of the Project, including any liquidated damages or other damages of any nature, due to any such action by its material suppliers it being understood that this is an event outside the control of the Contractor and not any condition or event of default by Contractor.

27. Customer agrees to permit Contractor entry onto the Property at the address noted herein, to perform the scope of work described herein. Entry onto the Property includes entry of Contractor's vehicles onto any driveways, parking areas, sidewalks, grass or any other areas of said Property as necessary for Contractor to perform the scope of work. Contractor will take reasonable precautions to prevent property damage when performing its work. Despite such precautions, due to the nature of the equipment required to perform the scope of work which includes, but is not limited to, lifts, cranes and other similar construction equipment, damage to existing driveways, curbs, parking areas, sidewalks, grass, landscaping, sprinkler systems, and any unmarked underground utilities may occur. It shall be Customer's responsibility to prominently mark the location of any underground utilities. Customer acknowledges and agrees that Contractor shall not be held liable for any such property damage and does hereby waive and release any claims against Contractor for such damage.

Proposal

Alvarez Roofing, Inc.
519 S Van Buren Rd, Suite A

Eden, NC 27288

336-623-3970

License# 79219

www.AlvarezRoofingIncNC.com

Email: Alvarezroofing25@yahoo.com

January 25, 2024

Job Name and Location

Juan Calderon

YMCA

504 S Main St

Reidsville, NC 27320

336-613-3170

Alvarez Roofing, Inc. is pleased to submit this proposal/estimate for services agreed upon with YMCA. – by providing Material and Labor for the following work at 504 S Main St Reidsville NC 27320

We hereby Propose to do the following: *Complete Tear off down to Dens Deck*

1. *Alvarez Roofing, Inc. and all employees have Safety meetings for Fall Protection before the start of any project.*
2. *We will provide a dumpster and any equipment if needed*
3. *Tear off existing roofing which consists of Gravel, EPDM, and Insulation roofing*
4. *Install 3" ISO insulation (fastened with plates and screws)*
5. *Install 60 MIL TPO white membrane (fastened with plates and screws)*
6. *Install flashing to walls*
7. *Install pipe boots*
8. *Install scuppers*
9. *Install corners and curbs for AC Unit*

10. Seal around existing skylights around aluminum frame
11. We will install termination bar around perimeter
12. Caulking will be used throughout the roof as needed
13. Clean up debris left behind and make sure job site is very clean

We promise to hereby furnish material and labor complete in accordance with above specifications for the agreement of: One Hundred Five Thousand Dollars and no cents
Payment to be made as follows: We will require 50% of contract before job is started which will be at Fifty Two Thousand Five Hundred Dollars and no/cents and the remaining amount will be due upon completion

Acceptance of Proposal—the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Signature _____

Date of Acceptance _____

Office Assistant Signature: _____



Alvarez Roofing is 5 star rated A+ accredited with the Better Business Bureau.

Please take a moment of your time and leave us a BBB Customer Review on the
 BBB Hotline 336-632-4978



Like us on Facebook

Small Ellectric, LLC

2996 NC Highway 14
 Reidsville, NC 27320
 Phone Number fax Fax Number

INVOICE

Customer

Name Reidsville Family YMCA
 Address 504 S. Main St
 City Reidsville State NC ZIP 27320
 Phone Attn: Heather Whitsett

Date 1/25/2024
 Order No. _____
 Rep _____
 FOB _____

Qty	Description	Unit Price	TOTAL
1	Replace (2) contactors in pool area	\$600.00	\$600.00
1	Install (1) 3 phase 100 amp breaker	\$250.00	\$250.00
Please remit payment to :			
Wesley Small 2996 NC HWY 14 Reidsville, NC 27320			

Payment Details

- Cash
- Check
- Credit Card

Name _____
 CC # _____
 Expres _____

SubTotal	\$850.00
Shipping & Handling	\$0.00
Taxes State	\$0.00
TOTAL	\$850.00

Office Use Only

WOMACK

ELECTRIC SUPPLY

V4391 VICT

INVOICE

REMIT TO:
 WOMACK ELECTRIC SUPPLY
 PO BOX 521
 DANVILLE, VA 24543-0521
 1-800-280-1888

INVOICE DATE	INVOICE NUMBER
02/07/23	86632089.001
SHIPPING BRANCH:	PAGE NO.
WOMACK ELECTRIC SUPPLY CO 1208 N. SCALES STREET REIDSVILLE NC 27323-0146 336-342-3328	1 of 1

BILL TO:

SHIP TO:

YMCA OF GREENSBORO INC
 620 GREEN VALLEY ROAD # 210
 GREENSBORO NC 27408

REIDSVILLE FAMILY YMCA
 504 S MAIN ST
 REIDSVILLE NC 27320-8018

CUSTOMER #	PURCHASE ORDER NUMBER	RELEASE NUMBER	ORDERED BY	WRITER
41284	083810		ERIC KUEPPERLE	CHAD WILWERT
SALESPERSON	TERMS	SHIP VIA	SHIP DATE	DUE DATE
HOUSE ACCOUNTS-REID(19)	NET 25TH	DIRECT	02/07/23	03/25/23
DESCRIPTION	ORDER QTY	SHIP QTY	UNIT PRICE	NET AMOUNT
QHD ECL03C1A9A 30A 8P LY CNTCTR N1 ECL03C1A9A, Lighting, NEMA 1 - General Purpose, HP, 480V, Size 30A, 120V/60 110V/50 Coil, None - N/A, Drawing Number: 84-28898, LIST OF MATERIAL: ECL03C1A9A - Lighting, Electrically Held	2	2	1000.00000	2,000.00

1-08-02-2940-000-2000⁰⁰



SAVE TIME AND MONEY WITH OUR FREE E-BILLING SERVICE

We now offer three convenient ways for you to receive your invoices: email, fax, or a secure web site. Our goal is to make it easy for you to receive and manage your invoices. For the ultimate in convenience you can use our free invoice Gateway site. You will be notified by email when new invoices are posted. You can search, sort, view, print, and download all of your bills on this site. Just go to the website listed at the bottom of this invoice and use the special enrollment token to sign up! Or you could choose to receive bills strictly by email or fax. To select either of these services, email credit@womackelectric.com to get signed up today!

Invoice is due by 03/25/23.

Serving the Electrical Industry for over 76 years!

All claims for shortage or errors must be made at once, returns require written authorization and are subject to handling charges.
 Special orders are non returnable.
 Past due invoices may be subject to a 1.5% late charge

SUBTOTAL	2,000.00
S&H CHARGES	0.00
SALES TAX	140.00
AMOUNT DUE	2,140.00

Invoice Gateway: <http://womackelectric.billtrust.com> Web Enrollment Token: PKP ZKQ ZML

TRI-CITY GLASS & MIRROR CO,INC
115 STADIUM DRIVE
Eden, NC 27288

PH:(336) 623-9766 FAX:(336) 623-7580

Federal Tax ID: 56-1495208

P/O#:	Cust State Tax ID:	Invoice: I017307
Taken By:	Cust Fed Tax ID:	
Installer:	Ship Via:	Date: 1/4/2023
SalesRep:	Adv. Code:	Time: 11:54 AM
Bill To: REIDSVILLE YMCA		Reprint # 1
Sold To: REIDSVILLE YMCA		

REIDSVILLE YMCA
504 S. MAIN ST.
REIDSVILLE, NC 27320

REIDSVILLE YMCA
504 S. MAIN ST.
REIDSVILLE, NC 27320

ATTN: HEATHER WHITSETT

FURNISHED AND INSTALLED (1) EXTERIOR HOLLOW METAL DOOR AND FRAME WITH PANIC HARDWARE, AND EXTERIOR PULL HANDLE.

ALSO FURNISHED AND INSTALLED (1) PAIR OF EXTERIOR STOREFRONT DOORS AND FRAME WITH PANIC HARDWARE, AND CLEAR TEMPERED SAFETY GLASS.

QUOTED PRICE: \$14,900.00

Credit/Debit Card Processing Fee of 3.5% will be added to all Credit/Debit Card Transactions

THANK YOU AND HAVE A GREAT DAY!

THIS IS A BILL, A STATEMENT WILL NOT FOLLOW.

On Account:

Customer's Signature: _____

Total: \$14,900.00

Balance: \$14,900.00



Thermal Conditioning, Inc.
Heating & Air Conditioning Services

Customer: **Raleigh YMCA**
Job No.:
TCI: **6280-23**
Job Name: **Pool A/C, Controls repair, heating parts**

Thermal Conditioning, Inc is pleased to provide the following quotation.

Part/Item Description	Qty	Unit Price	Subtotal
VFD	1	\$1,193.25	\$1,193.25
VCCX2 controller	1	\$2,050.56	\$2,050.56
connectors (5) and auxiliaries(5)	1	\$1,935.88	\$1,935.88
EBC Adapter	1	\$285.89	\$285.89
Fan Cycle switch	4	\$366.87	\$1,467.48
Flame Rollout switches	4	\$99.95	\$399.80
Limit switches (4)	1	\$886.02	\$886.02
Ignition controls	8	\$562.46	\$4,499.68
Ignition control wires	8	\$99.95	\$799.60
sensor wire 50"	1	\$564.59	\$564.59
Compressor Module	1	\$1,775.67	\$1,775.67
Space Temp Sensor	1	\$1,139.72	\$1,139.72
OAT Sensor and bracket	1	\$1,000.40	\$1,000.40
Rth Temp Sensor	1	\$879.00	\$879.00
Discharge Temp Sensor	1	\$60.18	\$60.18
Auxiliary Switch	2	\$75.17	\$150.33
Air proving Switch	1	\$137.45	\$137.45
Shipping	1	\$279.50	\$279.50
Oxygen acetylene Torch	0	\$45.15	\$0.00
Nitrogen	0	\$64.50	\$0.00
Refrigerant Recovery	0	\$177.38	\$0.00
Vacuum Pump	0	\$64.50	\$0.00
R-22 Refrigerant (per pound)	0	\$195.11	\$0.00
R-410a Refrigerant (per pound)	0	\$68.88	\$0.00
Subtotal Parts/Item			\$18,781.69
Labor			
Diagnostic time already applied	0		
# Techs for quoted work	2		
Estimated hrs per tech	12		
Total hrs	24	\$105.00	\$2,520.00
Quote Summary			
Parts/Items			\$18,781.69
Labor			\$2,520.00
Sales and Use Tax			\$1,644.37
Total			\$22,946.06

Job No. _____ Job Name **Pool A/C, Controls repair, heating parts**

Scope
This quote is to address the original repairs, PLUS all the recommendations Grayson found while attempting to get your unit back up and running. We will void the original quote, this is the updated turnkey repair quote. Grayson had trouble communicating with the system, so I will add this first day. Grayson attempted to replace the faulty module, then connect his laptop to the control system. The main control board connection port was physically broken. He did a further inspection while on site and found a long list of issues affected by chlorine misters exposure. The heating components are all tested, as our goal is to perform this work and leave you with a reliable system when we are complete. There's always a chance we discover more issues in regards to compressor operations, defrost function.

Parts/Items \$18,781.69
Labor \$2,520.00
Sales and Use Tax \$1,644.37
Total \$22,946.06

Authorizing Signature: _____
(Please Sign and return for approval)

Thermal Conditioning Inc proposes to provide the above services for the quoted price.
This quotation is valid for 10 business days.

Thermal Conditioning, Inc
10818 Garrison Rd
Charlotte NC 28275
704-364-3990
help@thermalconditioning.com



INVOICE

Reidsville YMCA

Laterals & AFM Exchange - 4 Triton Filters

Invoice # 222937
 Date 01/03/24
 Billing Terms Net 30
 Date Due 02/02/24
 Order # 248468-R1
 Ordered By Heather Whitsett
 Customer PO # Emailed Approval

Bill To

YMCA of Greensboro - Corporate Office
 620 Green Valley Rd Ste 210
 Greensboro, NC 27408

Ship To

Reidsville YMCA
 Heather Whitsett
 504 S Main St
 Reidsville, NC 27320-5018

Description

Laterals & AFM exchange for four 36" Triton Filters. On-Site disposal. Media shipment will deliver via freight. Laterals will drop ship via UPS/FEDEX to shipping address posted on estimate.

Invoice Items

Line Item Code	Description	Quantity	Item Total
EG 154540	Lateral, 12" L, TR140C, 8 Required	32	1,095.68
EM DWGM 10005	AFM® NG Drinking Water Grade #1 Glass Media, .45 mm, 55lb bag <i>Qty. 8 required per tank.</i> Activated .45 mm, AFM® NG Grade #1 permanent glass filter media - used for fine filtration. High purity and bio resistant with electrostatic charge for better filtration using up to 50% less water. NSF 61, NSF 50 certified, 55lb bags	32	
EM DWGM 10006	AFM® NG Drinking Water Grade #2 Glass Media, 1.1mm, 55lb bag <i>Qty. 3 required per tank.</i> Activated 1.1 mm, AFM® NG Grade #2 permanent glass filter media - used for fine filtration. High purity and bio resistant with electrostatic charge for better filtration using up to 50% less water. NSF 61, NSF 50 certified, 55lb bag	12	
EM DWGM 10003	AFM® Drinking Water Glass Grade #3 Media Underbed, 2.1mm, 55lb bag <i>Qty. 4 required per tank.</i> Activated 2.1 mm, AFM® Grade #3 permanent glass filter media - used as coarse underbed. High purity and bio resistant with electrostatic charge for better filtration using up to 50% less water. NSF 61, NSF 50 certified, 55lb bags	16	



Duffield Aquatics * Since 1972 * (888) 669-7551 * www.aquafinity.com
 Aquafinity * Jupiter FL * Anderson SC * Addison TX * Phoenix AZ





INVOICE

Reidsville YMCA

Laterals & AFM Exchange - 4 Triton Filters

Invoice # 222937
 Date 01/03/24
 Billing Terms Net 30
 Date Due 02/02/24
 Order # 248468-R1
 Ordered By Heather Whitsett
 Customer PO # Emailed Approval

Bill To

YMCA of Greensboro - Corporate Office
 620 Green Valley Rd Ste 210
 Greensboro, NC 27408

Ship To

Reidsville YMCA
 Heather Whitsett
 504 S Main St
 Reidsville, NC 27320-5016

EM Glass Media Triton 36	Activated AFM® Glass Media Package Triton TR140C, TR140C-3	1	2,970.00
Custom CES Permanent Activated AFM® Glass Filter Media package with bio-resistant underbase support media, and high polish glass filter media. Filters finer and uses up to 50% less water than standard media. Cover Laterals by 1-2" with Grade 3, add specified amount of Grade #2, and load filter to proper levels with Grade 1 media. Alternatively, on non commercial applications, can use Mini Combo Bags, or combination of Mini Combo Bags with Grade 3 sub base.			
Installation Services	Installation and Site Services	1	4,130.00
Remove	Labor Removal	1	
Labor for removal of existing equipment.			
RENT-EQ	RENTAL EQUIPMENT	1	
Install	Installation	1	
Labor for installation of equipment quoted. Electric and permits (if applicable) by others.			
TRANS	Travel Expense: Meals/Transportation	1	
LODGE	Travel Expense: Lodging	1	
OB Service Discount	Additional Discount for service travel on two jobs on same trip	1	-375.00
Service Discount			

Additional Information

Shipping is an estimate. Actual shipping charges will be billed at final billing.

R&L Carriers
 Tracking Number: 58600606-6

Subtotal	7,820.68
Adjustment	0.00
Total	7,820.68
Shipping	579.71
Tax	434.75
Grand Total	8,835.14



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INVOICE

Reidsville YMCA

Laterals & AFM Exchange - 4 Triton Filters

Invoice #	222937
Date	01/03/24
Billing Terms	Net 30
Date Due	02/02/24
Order #	248468-R1
Ordered By	Heather Whitsett
Customer PO #	Emailed Approval

Bill To

YMCA of Greensboro - Corporate Office
620 Green Valley Rd Ste 210
Greensboro, NC 27408

Ship To

Reidsville YMCA
Heather Whitsett
504 S Main St
Reidsville, NC 27320-5018

Balance 8,836.14

Please remit payment to:

Commercial Energy Specialists, LLC
PO Box 71175
Charlotte, NC 28272-1175

Email all remittances to AR@aquafinity.com
If you wish to pay via Wire/ACH please call 681-354-2707.
***** Please Note Our New Remittance Address *****



Duffield Aquatics * Since 1972 * (888) 669-7551 * www.aquafinity.com
Aquafinity * Jupiter FL * Anderson SC * Addison TX * Phoenix AZ



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.

Donald L. Gorham
Mayor

ATTEST:

Angela G. Stadler, CMC/NCCMC
City Clerk



THE CITY OF Reidsville NORTH CAROLINA

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.

North Carolina Office of State Budget and Management

Contract # 11882

This Agreement is hereby entered into by and between the NC Office of State Budget and Management (the "AGENCY") and City of Reidsville (the "RECIPIENT") (referred to collectively as the "Parties").

1. EFFECTIVE TERM:

The RECIPIENT's performance period for this agreement shall be effective starting July 1, 2023, through October 3, 2025. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.

2. RECIPIENT'S DUTIES:

The RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2023-134. The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in S.L. 2023-134. (See Appendix A).

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY.

The RECIPIENT understands and acknowledges that the total funding level available under this agreement will not exceed \$300,000.00.

The RECIPIENT acknowledges they have provided the following additional documentation:

- a. Internal Revenue Service W-9 form (includes address, Tax ID) CP^{DS}
- b. Electronic Payment Form & Supporting Document CP
- c. Scope of Work – Appendix A CP^{DS}
- d. Policy addressing conflicts of interest CP^{DS}
- e. **Sworn** Statement of no overdue tax debts CP

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2023-134, Section 5.3; 12.1 and 12.2.

The RECIPIENT shall ensure:

- a. Funds are used for nonsectarian, nonreligious purposes only.
- b. No more than \$140,000 in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.

- c. Interest earnings on funds shall be used for the same purposes for which the grant was made.
- d. Submission of quarterly reports on financial and performance progress. This shall include the financial and performance progress of the RECIPIENT and all SUB-RECIPIENTS.
- e. Compliance with 9 N.C.A.C. Subchapter 3M.0205.

Pursuant to G.S 143C-6-8, the RECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

3. AGENCY'S DUTIES & PAYMENT PROVISIONS:

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2023-134 comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The AGENCY is subject to the following requirements:

- a. Upon execution of this contract and the RECIPIENT's submission of documents identified in Section 2 of this contract, the AGENCY shall pay the RECIPIENT the full amount as identified in the scope of work within 30 days.
- b. Develop RECIPIENT quarterly financial and performance reporting document that shall incorporate the requirements of 9 N.C.A.C. Subchapter 3M.0205 and require the RECIPIENT to:
 - i. Certify that funds received or held were used for the intended purpose.
 - ii. Provide an accounting for funds received, interest earned, funds expended.
 - iii. Provide activities, accomplishments, and performance measures.
 - iv. Provide a list of employees and the amount of State funds used for the employee's annual salary.
 - v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
- c. Provide a secure method for submitting financial and performance reports.
- d. Conduct financial and performance monitoring until the contract is completed.
- e. Funds will not revert until October 3, 2025.

4. FUNDS MANAGEMENT:

The RECIPIENT agrees that funds paid through this contract shall be subject to the following:

- a. Accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and / or grant management system. This shall include accounting for interest earned on these funds.
- b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.
- c. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract.
- d. If eligible, the RECIPIENT and all subrecipients shall:

- i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
- ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The RECIPIENT agrees to submit the required quarterly report on or before the 10th day following the end of each quarter. The first report is due to the AGENCY during the quarter in which the funds have been received by the RECIPIENT. The AGENCY shall provide the format and method for reporting. All reports and supporting documents shall include the RECIPIENT and all SUB-RECIPIENT information and shall be submitted as prescribed by the AGENCY.

RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any monitoring or internal audit responsibilities.

RECIPIENTS and SUB-RECIPIENTS receiving \$500,000 or more shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provided to the AGENCY no later than nine months after the end of the RECIPIENTS fiscal year. This report shall be submitted as prescribed by the AGENCY. The cost of an audit conducted in conformance with the Yellow Book is an allowable cost for this grant.

6. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

RECIPIENT and AGENCY Point of Contact	
RECIPIENT Contract Administrator	AGENCY Contract Administrator
Name: <u>Chris Phillips</u>	Cole Jordan NC Office of State Budget and Management 2 South Salisbury Street Raleigh, NC 27601
Email: <u>cphillips@ci.reidsville.nc.us</u>	Direct Phone: 984-236-0633 Email: NCGrants@osbm.nc.gov
Direct Phone: <u>(336)349-1055</u>	
Fiscal year end MONTH: <u>June</u>	

7. MONITORING AND AUDITING:

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

8. TAXES:

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

9. SITUS:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

10. COMPLIANCE WITH LAW:

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such SUB-RECIPIENTS, SUB-SUB-RECIPIENTS, etc. in their handling, use and expenditure of the funds awarded to the RECIPIENT hereunder.

11. TERMINATION OF AGREEMENT:

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

12. AMENDMENTS:

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

13. AGREEMENT CLOSE-OUT PROCESS:

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the AGENCY at this time.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

14. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof**, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

RECIPIENT NAME

DocuSigned by:
Chris Phillips
329289C11B5F450...
Signature

1/17/2024 | 4:19 PM EST

Date

Chris Phillips
Printed Name

Finance Director
Title

NC OFFICE OF STATE BUDGET AND MANAGEMENT

DocuSigned by:
Kristin Walker
8CB5034DDDB04BB...
Signature

1/17/2024 | 4:19 PM EST

Date

Kristin Walker

State Budget Director

Printed Name

Title

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.

Donald L. Gorham
Mayor

ATTEST:

Angela G. Stadler, CMC/NCCMC
City Clerk



THE CITY OF Reidsville NORTH CAROLINA

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.

Finance Department
Chris Phillips, Finance Director
cphillips@ci.reidsville.nc.us

230 West Morehead St.
Reidsville, NC 27320
(336) 349-1055 (phone)
(336) 349-1005 (fax)

Request for Funding Form and Instructions for Recipients of Water and Wastewater Direct Projects in Section 12.2.(e) of the Current Operations Appropriations Act of 2023 (S.L. 2023-134) of the General Assembly of North Carolina

(Version 1: October 16, 2023)

The following instructions are for local government units with allocations in the North Carolina General Assembly's Session Law (S.L.) 2023-134, Section 12.2.(e) for water and wastewater projects through the North Carolina Department of Environmental Quality (DEQ). The NC DEQ Division of Water Infrastructure (Division) will be administering the funds.

Appendix A provides the list of local government units and appropriated funds as specified in Section 12.2.(e) of S.L. 2023-134. All local government units on the list must use this Request for Funding form to specify the project(s) for which the funds will be used. The Division disburses these grant funds to the local government unit (the Recipient) after relevant costs are incurred by the local government and invoices are submitted. Up to 15% of the funds available for projects may be disbursed after costs are incurred during the pre-construction stage to cover design and planning costs. The remainder will be disbursed as invoices for incurred pre-construction and construction costs are submitted by the Recipient during construction. Only costs eligible under NC G.S. 159G may be covered by these funds. Projects must be administered in accordance with all applicable federal law and guidance, as well as North Carolina statutes.

Once a completed Request for Funding form has been received describing a project that is eligible under NC G.S. 159G, the Division will issue a "Letter of Intent to Fund" which will provide a project number and Division project manager contact information. The Letter of Intent to Fund will establish milestone dates for:

- Application for all necessary permits
- Bid and Design package submittal (i.e., plans and specifications and associated documents)
- Recipient advertises the project, receives bids, submits bid information, and receives Authority to Award from the Division
- Recipient executes construction contract(s).

A funding offer, listing the funding amount for the project and required conditions and assurances, will then be prepared for the Recipient. The governing board of the Recipient must pass a resolution accepting the funding offer and conditions prior to disbursement of funds.

Projects Eligible for the Appropriated Funds

State statute limits the types of projects and costs that are eligible for the appropriated funds. Drinking Water Reserve and the Wastewater Reserve projects must be eligible per NC G.S. 159G-32 through NC G.S. 159G-34. Eligible projects are limited to the construction costs of a public water system, wastewater collection system, wastewater treatment works project, and/or stormwater quality projects. S.L. 2023-134 also includes additional eligibility requirements for specific projects or Recipients (see Appendix A).

Construction costs are defined in NC G.S. 159G-20(1c) as the following:

- (1c) Construction costs. - The costs of planning, designing, and constructing a project for which a loan or grant is available under this Chapter. The term includes the following:

- a. Excess or reserve capacity costs attributable to no more than 20-year projected domestic growth plus ten percent (10%) unspecified industrial growth.
- b. Legal, fiscal, administrative, and contingency costs.
- c. *[Does not apply for the S.L. 2023-134 Directed Projects]*.
- d. A fee payable to the Department for a permit to implement a project for which a loan or grant is obtained.
- e. The cost to acquire real property or an interest in real property.

Additional Information

- If project funding is co-mingled with other federal or state funds, all requirements for the other funding program(s) will apply. For example, if S.L. 2023-134 funding is added to a project that is funded through the Division of Water Infrastructure using American Rescue Plan Act (ARPA) grants, all ARPA requirements (except the expenditure deadline) will apply to the S.L. 2023-134 funds, such as compliance with the Uniform Guidance.
- Per Section 12.2.(k), three (3) percent of the appropriated amount of each directed project will be used for departmental administrative costs in lieu of a grant fee charged to projects.
- The statutory limit of \$3 million in grant funding from the Drinking Water Reserve and Wastewater Reserve in three consecutive fiscal years under G.S. 159G-36(c)(3) will not apply to the direct appropriations listed in Appendix A per S.L. 2023-134, Section 12.2.(b).
- Please consider utilizing DEQ permit scoping services to ensure your project has the appropriate environmental permits by accessing the following webpage: <https://www.deq.nc.gov/regional-office-scoping-meeting-flyer-deacs/download?attachment>

Instructions on Completing the Attached Request for Funding Form

Section 1 – General Information

This section contains information the Division will need to process your appropriation. Complete each blank as directed below.

- **Recipient Name** – Provide the official name of your local government unit (e.g., Town of Anytown, Dogwood County).
- **County** – List the county in which your local government unit resides.
- **UEI Number** – Use www.sam.gov to find your UEI number.
- **Federal Tax ID #** – Needed for grant disbursement purposes.
- **Section 12.2.(e) Line #** - Enter the S.L. 2023-134, Section 12.2.(e) Line # that applies to this Request for Funding form. See Appendix A for the line numbers that apply to your local government unit. Note that some local governments have multiple appropriations with different line numbers and different pre-specified purposes.
- **PWSID #** – Needed for all drinking water projects.

- **Collections System or NPDES Discharge Permit #** – Needed for wastewater collections and/or treatment projects, respectively.
- **Project Name** – Enter a project name that is short yet captures the nature of your project (limit to 40 characters).
- **Funding Amount Requested** – Enter the amount of funding you are requesting. Must be no more than “Funds Available to Recipient for Projects” as shown in Appendix A.
- **Total Project Cost** – Please enter the cost of the entire project. Note: This cost may be greater than the funding amount requested.
- **Project Type** – Check the box that applies. If you have multiple projects, submit separate Requests for Funding for drinking water, wastewater, or stormwater quality projects. It is recommended that you contact the Division prior to completing the Request for Funding if you have multiple projects supported by the funds appropriated in S.L. 2023-134 Section 12.2(e).
- **Other Funding Sources** – If the Total Project Cost exceeds the Funding Amount Requested, please specify the sources of other funding. Recipients may choose to add some or all of their S.L. 2023-134 appropriation to currently funded projects to supplement those project funds.
- **Funding Requirements** – Please read and check each box.

Sections 2, 3, and 4 – Recipient, Form Preparer, and Engineer Contact Information

Complete this section with all pertinent information.

- **Authorized Representative Name** – The Authorized Representative should be Mayor, Manager, Public Utilities Director, Finance Director, or someone in the local government with a similar position.
- **Physical Address** – the location of the drinking water/wastewater/local government administrative building.
- **Form Preparer Contact Information** – Information on the person who completed this form.
- **Engineer Contact Information** – If your Request for Funding Form Preparer is the same as the Engineer Contact, check the “No” box. Section 4 may then be left blank. If the answer is “Yes”, provide the appropriate information.

Note: in addition, the Authorized Representative’s mailing address will be requested in the electronic submittal form.

Section 5 – Project Description

In this section, provide a brief description of the proposed project at a broad level of detail. Include the project purpose and what the project entails (e.g., rehabilitation of 2,000 l.f. of sewer, construction of a new well, etc.). Project description must demonstrate that the project is eligible for funding per General Statutes as described above, funding source limitations, and budget limitations.

If S.L. 2023-134 specifies what the appropriation should be used for, please limit the project description and scope to the requirement specified in the Session Law (see Appendix A).

Include information such as types of equipment to be included, capacity of equipment, and estimates of line length. Major line items in the project budget (Section 6) must be shown in the project description. For

example, if 2,000 l.f. of 4-inch pipe is listed in the project budget, it must be listed in the project description. Include the number of new connections if applicable.

If this project supplements or is an extension of an existing project funded by the Division of Water Infrastructure, please provide the existing Project Number, project name, and information on how the additional funding will be used with the project.

Section 6 – Project Budget

Complete the project budget by addressing the categories provided in the table (insert rows as needed). Total the cost amount for each line and provide the total cost amount. Please note the following related to this section:

- Budget should consider potential increases in material and construction costs.
- Budgets in this form do not need to be signed or sealed by a licensed professional engineer.

Certification by Authorized Representative

The Authorized Representative must read and initial in the space beside each question.

Completeness Checklist

To better ensure that the project information is sufficient to provide the Recipient with a Letter of Intent to Fund, ensure that all the information listed in the completeness checklist is provided in the Request for Funding and initial each item on the checklist. If the Request for Funding does not request the entire funding amount available to the Recipient, please use the space provided to inform the Division of your plans to request the remaining funds.

The Authorized Representative must sign the Request for Funding form.

The Division recommends that the local government staff present to their governing board the proposed project(s) prior to submitting the Request for Funding form(s) to NC DEQ. A governing board resolution in support of the Request for Funding is optional and is not required. The local government unit might also wish to inform their elected representatives of their project plans.

Submittal Information

- We recommend that Requests for Funding be submitted to the Division as soon as possible.
- All recipients should utilize the electronic submittal form located on our website at <https://edocs.deq.nc.gov/Forms/2023DirectedProjects>
- If you are unable or have trouble uploading the Request for Funding form, please reach out to one of the contacts below.

Questions?

- For drinking water Requests for Funding: please contact Austin Pegues, Operations Unit, at 980-447-1136 or e-mail at austin.pegues@deq.nc.gov.
- For wastewater and stormwater Requests for Funding: please contact Mikal Willmer, Operations Unit, at 828-296-4686 or e-mail at mikal.willmer@deq.nc.gov.



**North Carolina Department of Environmental Quality
Division of Water Infrastructure
Request for Funding
for S.L. 2023-134 Water/Sewer Directed Projects**



(Version 1: October 16, 2023)

1. General Information

Recipient Name (Local Government) City of Reidsville	County Rockingham	UEI Number EBNMN93LKMR8
Federal Tax ID # 56-6001316	Section 12.2.(e) Line # (see Appendix A) 149	PWSID # (drinking water only)
		Collection System or NPDES # (wastewater only) WQCS 00049

Project Name Piedmont and Annie Penn Wastewater Outfalls	Total Project Cost \$1,650,000	Funding Amount Requested \$1,552,000
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Project Type (Select only one. Submit multiple forms if you have multiple project types).

- Drinking Water
- Wastewater
- Stormwater quality

Other Funding Sources

List all other funds that will be used for this project. Please list here the type of funds and the estimated funding amount. If the project is funded by the Division of Water Infrastructure, please provide the Project Number listed in the Letter of Intent to Fund or the funding offer.

Projects co-funded with federal funds will have federal conditions apply to the S.L. 2023-134 funds.

Other Funding Source (e.g. ARPA, SRF, CDBG-I, USDA, local funds, etc.)	DWI Project Number (if funded by the Division)	Estimated Funding Amount
Local Funds		\$98,000
Total		\$98,000

Funding Requirements (please check all three boxes).

- I accept that the project funds will not be used to pay existing debt.
- I accept that the project funds will only be used for allowable costs related to the water/wastewater project.
- I accept that if the project is co-funded with federal funds (e.g. ARPA, SRF, or CDBG-I), the federal requirements of the other funds will also apply to these S.L. 2023-134 funds.

2. Recipient (Local Government) Contact Information

Authorized Representative Name: Chris Phillips

Authorized Representative Title: Finance Director

Phone Number: 336-349-1055

Email Address: cphillips@ci.reidsville.nc.us

Physical Address of the Local Government Utility Line 1: 230 West Morehead St

Physical Address Line 2:

Physical Address City: Reidsville

Physical Address State: NC

Physical Address Zip Code: 27320

3. Form Preparer Contact Information

Organization/Firm Name: City of Reidsville

Contact Name: Chris Phillips, Finance Director

Phone Number: 336-349-1055

Email Address: cphillips@ci.reidsville.nc.us

4. Engineer Contact Information

Is the engineering firm different from the Form Preparer? Yes No (skip this section)

Engineering Firm Name: Not Yet Determined

Contact Name:

Phone Number:

Email Address:

5. Project Description

Check Appendix A to determine if the S.L. 2023-134 Water/Sewer Directed Project for the local government unit has a specific project and budget identified with the appropriation.

In 2019, WithersRavenel completed the City of Reidsville's Sewer System Asset Management Plan which identified critical needs throughout our collection system. Two of the five highest risk priorities as outlined in that plan were identified on this particular outfall which serves both the Piedmont Street Area and Reidsville's only hospital – Annie Penn. A large majority of this particular outfall was identified as vitrified clay pipe, which typically has a service life of 50-60 years. Based on the City's records, WithersRavenel determined that the oldest portions of this outfall have been in place for 94 years, well beyond the suggested service life.

To rehabilitate this outfall, we determined that approximately 1,630 lf of 15", 4,000 lf of 10" and 8,285 lf of 8" sewer lines need to be sliplined or CIPP. 45 manholes and approximately 42 services also need to be rehabilitated or replaced. Miscellaneous asphalt patching and erosion control will also be required to restore any disturbed areas.

Finally, there are several conflicts between the existing sewer mains and structures within the project area. If feasible, we will work to obtain several easements and relocate these mains away from the existing structures to ease with future access and maintenance. In these circumstances, new sections of sewer main will need to be installed.

(OVER)

6. Project Budget			
	Funding Amount Requested from S.L. 2023-134	Amount from Other Funding Source(s)	Total Cost Amount
Indicate construction costs by line item (e.g., linear feet of different-sized lines)			
Construction Costs			
15" Sewer Rehabilitation at \$100/ft	\$163,000		\$163,000
10" Sewer Rehabilitation at \$75/ft	\$300,000		\$300,000
8" Sewer Rehabilitation at \$65/ft	\$538,525.00		\$538,525.00
Standard 4' Manhole Rehabilitation at \$1,500/ea	\$67,500.00		\$67,500.00
Replacement of 4" sewer service with cleanout at \$3,000/ea	\$126,000.00		\$126,000.00
Relocated sewer main due to conflicts	\$60,000.00		\$60,000.00
Misc. Asphalt patching and repairs	\$8,000.00		\$8,000.00
Erosion Control Measures/Seeding	\$40,000.00		\$40,000.00
<i>Contingency (recommend 10% of construction costs):</i>	\$124,300.00		\$124,300.00
Construction Subtotal:	\$1,427,325.00		\$1,427,325.00
Engineering Costs			
Engineering Design	\$122,000.00	\$48,000.00	\$170,000.00
Permitting Fees	\$2,675.00		\$2,675.00
Land Surveying Costs		\$30,000.00	\$30,000.00
Engineering Subtotal:	\$172,675.00	\$30,000.00	\$202,675.00
Administration Costs			
Planning			
Easement Preparation		\$15,000.00	\$15,000.00
Grant Administration (if applicable)			
Document Preparation			
Legal Costs			
Other		\$5,000.00	\$5,000.00
Administration Subtotal:		\$20,000.00	\$20,000.00
TOTAL PROJECT COST:	\$1,552,000.00	\$98,000.00	\$1,650,000.00

Certification by the Authorized Representative

The attached statements and exhibits are hereby made part of this Request for Funding, and the undersigned representative of the Recipient certifies that the information in this Request for Funding and any attached statements and exhibits is true, correct, and complete to the best of his/her knowledge and belief. By initialing each item and signing at the end of this Request for Funding, he/she further certifies that:

- X 1. as Authorized Representative, he/she has been authorized to file this Request for Funding;
- X 2. the Recipient has substantially complied with or will comply with all federal, state, and local laws, rules, and regulations and ordinances as applicable to this project;
- X 3. the Recipient will adopt and place into effect on or before the completion of the project a schedule of fees and charges which will provide for the adequate and proper operation, maintenance, and administration of the project;
- X 4. the Recipient agrees to provide for proper maintenance and operation of the approved project after its completion, including budgeting and generating the revenues needed for the eventual rehabilitation and/or replacement of physical infrastructure assets;
- X 5. the project budget provided on Page 4 of this form includes all funding requested from all sources of funding proposed for this project (including any other state and federal funds); and
- X 6. the (Town or County), North Carolina is organized and chartered under the laws of North Carolina. All officials and employees are aware of, and in full compliance with NCGS 14-234, "Public officers or employees benefiting from public contracts; exceptions." (For units of local government only. All others should initial "N/A.")

(OVER)

Completeness Checklist

Please initial next to each item to confirm that they have been included in this Request for Funding form.

- X Section 1, Funding Amount Requested is not more than the "Funds Available to Recipient for Projects" in Appendix A.
- X Section 1, Funding Requirements: all boxes have been checked.
- X Section 5, Project Description: project description matches funding eligibility established by the funding source and by S.L. 2023-134 for the Directed Project (Appendix A).

If the Funding Amount Requested *is less than* the "Funds Available to Recipient for Projects" for the specified Line Item # listed on Page 1 of the form (see Appendix A), please indicate when and for what the rest of the funds will be requested. Another Request for Funding form will be required.

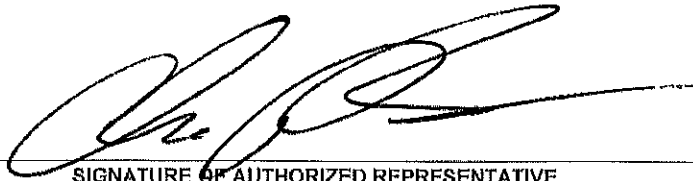
Submittal Information

Please save or scan the completed form, including signature, as a PDF document.

Submit the completed form online at <https://edocs.deq.nc.gov/Forms/2023DirectedProjects>.

Signature

Please note: Original signatures are required.



SIGNATURE OF AUTHORIZED REPRESENTATIVE

Chris Phillips
TYPED NAME

Finance Director
TYPED TITLE

1/24/24
DATE

APPENDIX A

**Table of Drinking Water and Wastewater Reserve Direct Appropriations
S.L. 2023-134, Section 12.2.(e)**

Per Section 12.2.(k), three (3) percent of the appropriated amount of each directed project will be used by NC DEQ for administrative costs in lieu of a grant fee charged to projects. When completing the Request for Funding form, please ensure that the Funding Amount Requested is not more than the "Funds Available to Recipient for Projects" shown in the bolded column below.

A few local governments have multiple direct appropriations listed below. Please identify the "Section 12.2.(e) Line #", shown in table below, on page 1 of the Request for Funding form.

Section 12.2.(e) Line #	Recipient	Funds Appropriated in S.L. 2023-134	Funds Available to Recipient for Projects (after administrative costs)	Directed Project Specified in S.L. 2023-134
1	Alamance, Village of	\$200,000	\$194,000	
2	Albemarle, City of	\$17,300,000	\$16,781,000	
3a	Alexander County	\$2,622,586	\$2,543,909	For the Bethlehem water tank.
3b	Alexander County	\$2,500,000	\$2,425,000	For water line extensions.
4	Andrews, Town of	\$787,000	\$763,390	
5	Angler, Town of	\$9,000,000	\$8,730,000	
6	Anson County	\$6,000,000	\$5,820,000	For a regional water or wastewater project.
7	Archdale, City of	\$7,000,000	\$6,790,000	
8	Asheboro, City of	\$4,170,500	\$4,045,385	
9.1	Autryville, Town of	\$2,000,000	\$1,940,000	
9.2	Autryville, Town of	\$900,000	\$873,000	For stormwater improvements.
10	Ayden, Town of	\$3,000,000	\$2,910,000	
11	Bald Head Island, Village of	\$965,000	\$936,050	
12	Beech Mountain, Town of	\$14,000,000	\$13,580,000	
13	Belmont, City of	\$10,000,000	\$9,700,000	
14	Benson, Town of	\$16,000,000	\$15,520,000	
15	Bermuda Run, Town of	\$2,250,000	\$2,182,500	
16.1	Bladen County	\$10,000,000	\$9,700,000	
16.2	Bladen County	\$5,000,000	\$4,850,000	For water or wastewater projects related to the Live, Work, Play Project.

Appendix A: Table of S.L. 2023-134 Water/Sewer Directed Projects, Page 1 of 10

Section 12.2.(e) Line #	Recipient	Funds Appropriated In S.L. 2023-134	Funds Available to Recipient for Projects (after administrative costs)	Directed Project Specified in S.L. 2023-134
17	Bladenboro, Town of	\$14,000,000	\$13,580,000	
18	Boardman, Town of	\$125,000	\$121,250	
19	Boone, Town of	\$3,700,000	\$3,589,000	
20	Boonville, Town of	\$3,000,000	\$2,910,000	
21.1	Bostic, Town of	\$1,200,000	\$1,164,000	
21.2	Bostic, Town of	\$150,000	\$145,500	For stormwater infrastructure.
22	Brevard, City of	\$13,000,000	\$12,610,000	
23	Bridgeton, Town of	\$1,169,500	\$1,134,415	
24	Brunswick County	\$35,000,000	\$33,950,000	
25	Burgaw, Town of	\$10,600,000	\$10,282,000	
26	Burke County	\$500,000	\$485,000	For a water and wastewater study, planning, and mapping in eastern Burke County.
27.1	Burlington, City of	\$5,500,000	\$5,335,000	
27.2	Burlington, City of	\$500,000	\$485,000	To treat PFAS contamination.
28.1	Cabarrus County Water and Sewer Authority	\$58,600,000	\$56,842,000	
28.2	Cabarrus County Water and Sewer Authority	\$6,000,000	\$5,820,000	For the design and construction of the Muddy Creek Wastewater Treatment Plant Expansion project.
28.3	Cabarrus County Water and Sewer Authority	\$5,000,000	\$4,850,000	For the extension of wastewater lines to and in the Town of Midland.
29	Camden County	\$10,000,000	\$9,700,000	
30	Cameron, Town of	\$1,000,000	\$970,000	
31	Candor, Town of	\$1,800,000	\$1,746,000	
32	Canton, Town of	\$38,000,000	\$36,860,000	
33a	Cape Fear Public Utility Authority	\$18,000,000	\$17,460,000	For drinking water extensions to unserved communities in New Hanover County impacted by PFAS.

Section 12.2.(e) Line #	Recipient	Funds Appropriated In S.L. 2023-134	Funds Available to Recipient for Projects (after administrative costs)	Directed Project Specified in S.L. 2023-134
33b	Cape Fear Public Utility Authority	\$17,000,000	\$16,490,000	For municipal consolidation and regionalization of water and sewer system in New Hanover County impacted by PFAS.
34	Carthage, Town of	\$10,000,000	\$9,700,000	
35	Catawba County	\$20,000,000	\$19,400,000	For service extensions to Sherrills Ford.
36	Cherryville, City of	\$1,650,000	\$1,600,500	
37	Chimney Rock Village	\$8,000,000	\$7,760,000	
38	Chowan County	\$30,000,000	\$29,100,000	
39	Claremont, City of	\$18,270,000	\$17,721,900	For the Lyle Creek Sewer Project
40.1	Clayton, Town of	\$14,250,000	\$13,822,500	
40.2	Clayton, Town of	\$6,000,000	\$5,820,000	To improve, upgrade, or reroute the Arbors, Starmount, Liberty-West Main Street, Little Creek, and Clayton-Raleigh pump stations.
41	Cleveland County Water	\$4,290,000	\$4,161,300	For water treatment sedimentation basins.
42	Clinton, City of	\$5,000,000	\$4,850,000	
43	Columbus, Town of	\$800,000	\$776,000	
44	Columbus County	\$15,620,000	\$15,151,400	
45	Connelly Springs, Town of	\$2,548,500	\$2,472,045	
46	Contentnea Metropolitan Sewage District	\$12,500,000	\$12,125,000	
47a	Currituck County	\$6,000,000	\$5,820,000	For the Mainland Water Treatment Plant project.
47b	Currituck County	\$10,000,000	\$9,700,000	For the Moyock water or wastewater system.
48	Dallas, Town of	\$2,000,000	\$1,940,000	
49	Davidson County	\$25,000,000	\$24,250,000	
50	Denton, Town of	\$2,000,000	\$1,940,000	
51	Dobbins Heights, Town of	\$2,550,000	\$2,473,500	
52	Dobson, Town of	\$1,550,000	\$1,503,500	
53	Dunn, City of	\$7,100,000	\$6,887,000	
54	Eden, City of	\$7,000,000	\$6,790,000	
55	Edgecombe County	\$14,200,000	\$13,774,000	

Appendix A: Table of S.L. 2023-134 Water/Sewer Directed Projects, Page 3 of 10

Section 12.2.(e) Line #	Recipient	Funds Appropriated In S.L. 2023-134	Funds Available to Recipient for Projects (after administrative costs)	Directed Project Specified in S.L. 2023-134
56	Elizabeth City, City of	\$9,000,000	\$8,730,000	
57	Elkin, Town of	\$6,500,000	\$6,305,000	
58	Ellenboro, Town of	\$1,000,000	\$970,000	
59	Elon, Town of	\$2,000,000	\$1,940,000	
60	Erwin, Town of	\$500,000	\$485,000	For a stormwater development plan.
61	Eureka, Town of	\$20,000,000	\$19,400,000	
62	Fayetteville Public Works Commission	\$12,000,000	\$11,640,000	
63	Forest City, Town of	\$4,578,000	\$4,440,660	
64	Forsyth County	\$20,000,000	\$19,400,000	To expand water and wastewater services to the southeastern part of the County.
65	Four Oaks, Town of	\$4,600,000	\$4,462,000	
66	Fuquay-Varina, Town of	\$28,600,000	\$27,742,000	For a conveyance line project.
67.1	Gastonia, City of	\$24,000,000	\$23,280,000	
67.2	Gastonia, City of	\$4,326,360	\$4,196,570	For the Apple Creek Corporate Park sewer upgrade.
68.1	Gates County	\$1,000,000	\$970,000	
68.2	Gates County	\$9,145,000	\$8,870,650	For a water or wastewater project for the Town of Gatesville.
70a	Gibsonville, Town of	\$1,000,000	\$970,000	For an elevated water tank.
70b	Gibsonville, Town of	\$1,000,000	\$970,000	For the NC Highway 61 water line connector.
71	Goldsboro, City of	\$5,000,000	\$4,850,000	
72	Goldston, Town of	\$460,000	\$446,200	
73	Goldston/Gulf Sanitary District	\$2,000,000	\$1,940,000	
74a	Greensboro, City of	\$5,500,000	\$5,335,000	For water and wastewater improvements serving the town of Pleasant Garden.
74b	Greensboro, City of	\$1,500,000	\$1,455,000	For extension of water and wastewater service to Peacehaven Community Farm.
75	Halifax, Town of	\$1,200,000	\$1,164,000	

Appendix A: Table of S.L. 2023-134 Water/Sewer Directed Projects, Page 4 of 10

Section 12.2.(e) Line #	Recipient	Funds Appropriated in S.L. 2023-134	Funds Available to Recipient for Projects (after administrative costs)	Directed Project Specified in S.L. 2023-134
76	Hamlet, City of	\$5,000,000	\$4,850,000	
77	Handy Sanitary District	\$7,250,000	\$7,032,500	
78a	Harnett County	\$10,793,200	\$10,469,404	For sewer system upgrades to the Buies Creek-Coats Connector.
78b	Harnett County	\$15,000,000	\$14,550,000	For a wastewater treatment plant expansion.
79	Havelock, City of	\$3,500,000	\$3,395,000	
80	Henderson, City of	\$200,000	\$194,000	
81	Hendersonville, City of	\$14,750,000	\$14,307,500	
82a	Hertford, Town of	\$1,300,000	\$1,261,000	To increase water capacity.
82b	Hertford, Town of	\$3,000,000	\$2,910,000	For water and wastewater projects related to the Marine Industrial Park.
83	Hickory, City of	\$15,000,000	\$14,550,000	For the Highway 321 water and wastewater project.
84	Highlands, Town of	\$5,000,000	\$4,850,000	
85	Hoke County	\$1,200,000	\$1,164,000	
86	Holden Beach, Town of	\$2,000,000	\$1,940,000	
87	Holly Springs, Town of	\$15,400,000	\$14,938,000	For the conveyance line project.
88	Hookerton, Town of	\$250,000	\$242,500	
89	Jackson, Town of	\$1,000,000	\$970,000	
90	Johnston County	\$20,000,000	\$19,400,000	
91a	Jones County	\$9,500,000	\$9,215,000	For water treatment plant expansion.
91b	Jones County	\$1,200,000	\$1,164,000	For regional water system valve additions.
92	Kenansville, Town of	\$8,000,000	\$7,760,000	
93	Kenly, Town of	\$860,275	\$834,467	
94	Kings Mountain, City of	\$39,385,000	\$38,203,450	
95	Lake Waccamaw, Town of	\$4,000,000	\$3,880,000	
96	Landis, Town of	\$2,500,000	\$2,425,000	
97	Lansing, Town of	\$3,500,000	\$3,395,000	
98a	Laurinburg, City of	\$2,500,000	\$2,425,000	For the McColl Road water line replacement.

Appendix A: Table of S.L. 2023-134 Water/Sewer Directed Projects, Page 5 of 10

Section 12.2.(e) Line #	Recipient	Funds Appropriated in S.L. 2023-134	Funds Available to Recipient for Projects (after administrative costs)	Directed Project Specified in S.L. 2023-134
98b	Laurinburg, City of	\$7,500,000	\$7,275,000	For raw water system expansion.
98c	Laurinburg, City of	\$10,000,000	\$9,700,000	For wastewater treatment plant renovations.
99	Lenoir, City of	\$17,000,000	\$16,490,000	For the Valdese-Lenoir water interconnection.
100	Lexington, City of	\$2,000,000	\$1,940,000	
101	Lillington, Town of	\$11,062,500	\$10,730,625	
102.1	Lincoln County	\$10,000,000	\$9,700,000	
102.2	Lincoln County	\$1,450,000	\$1,406,500	For the Lincoln County water line extension.
103	Linden, Town of	\$331,402	\$321,460	
104	Littleton, Town of	\$15,000,000	\$14,550,000	
105	Locust, City of	\$10,000,000	\$9,700,000	
106	Love Valley, Town of	\$1,500,000	\$1,455,000	
107	Lowell, City of	\$8,250,000	\$8,002,500	
108	Lower Cape Fear Water and Sewer Authority	\$30,000,000	\$29,100,000	
109	Madison, Town of	\$4,500,000	\$4,365,000	
110	Madison County	\$18,000,000	\$17,460,000	
111	Marion, City of	\$6,000,000	\$5,820,000	
112	Marshville, Town of	\$4,000,000	\$3,880,000	For a regional water or wastewater project.
113	Mayodan, Town of	\$4,000,000	\$3,880,000	For the wastewater treatment plant.
114	McDowell County	\$4,000,000	\$3,880,000	
115	Mebane, City of	\$3,000,000	\$2,910,000	
116	Mocksville, Town of	\$1,100,000	\$1,067,000	
117	Montgomery County	\$8,000,000	\$7,760,000	
118	Moore County	\$15,000,000	\$14,550,000	
119	Mooresville, Town of	\$3,600,000	\$3,492,000	
120	Morganton, City of	\$13,560,000	\$13,153,200	
121	Mount Airy, City of	\$2,000,000	\$1,940,000	
122	Mount Holly, City of	\$10,000,000	\$9,700,000	For the Riverbend Preserve water extension.
123	Mount Pleasant, Town of	\$1,000,000	\$970,000	For South Skyland Drive, Senateeca Drive, and Allman Road service line extensions.

Appendix A: Table of S.L. 2023-134 Water/Sewer Directed Projects, Page 6 of 10

Section 12.2.(e) Line #	Recipient	Funds Appropriated in S.L. 2023-134	Funds Available to Recipient for Projects (after administrative costs)	Directed Project Specified in S.L. 2023-134
124	Murfreesboro, Town of	\$4,300,000	\$4,171,000	
125	Murphy, Town of	\$400,000	\$388,000	
126	Nash County	\$17,022,501	\$16,511,826	
127.1	New Hanover County	\$30,000,000	\$29,100,000	
127.2	New Hanover County	\$15,000,000	\$14,550,000	For water and wastewater projects related to Blue Clay Business Park.
128	Newport, Town of	\$115,975	\$112,496	
129	Newton, City of	\$12,000,000	\$11,640,000	
130	Newton Grove, Town of	\$1,500,000	\$1,455,000	
131	Northampton County	\$18,600,000	\$18,042,000	
132	Oak Ridge, Town of	\$4,500,000	\$4,365,000	For the municipal water system.
133	Old Fort, Town of	\$1,050,000	\$1,018,500	
134	Onslow Water and Sewer Authority	\$5,000,000	\$4,850,000	
135	Oriental, Town of	\$5,500,000	\$5,335,000	
136	Oxford, City of	\$10,000,000	\$9,700,000	For the Kerr Lake Regional Water project.
137	Pamlico County	\$5,000,000	\$4,850,000	
138	Pasquotank County	\$9,310,000	\$9,030,700	
139	Pembroke, Town of	\$14,000,000	\$13,580,000	
140	Pilot Mountain, Town of	\$1,500,000	\$1,455,000	
141	Pine Level, Town of	\$1,750,000	\$1,697,500	
142	Pinebluff, Town of	\$5,200,000	\$5,044,000	
143	Pitt County	\$600,000	\$582,000	For water and wastewater projects for Pitt County schools.
144	Princeton, Town of	\$2,520,000	\$2,444,400	
145	Raeford, City of	\$9,500,000	\$9,215,000	
146	Randleman, City of	\$5,150,000	\$4,995,500	
147	Randolph County	\$85,034,311	\$82,483,282	
148	Ranlo, Town of	\$5,000,000	\$4,850,000	
149	Reidsville, City of	\$1,600,000	\$1,552,000	For the Piedmont and Annie Penn wastewater outfalls.

Appendix A: Table of S.L. 2023-134 Water/Sewer Directed Projects, Page 7 of 10

Section 12.2.(e) Line #	Recipient	Funds Appropriated in S.L. 2023-134	Funds Available to Recipient for Projects (after administrative costs)	Directed Project Specified in S.L. 2023-134
150a	Richmond County	\$12,000,000	\$11,640,000	For water and wastewater projects related to economic development.
150b	Richmond County	\$4,000,000	\$3,880,000	For water and wastewater projects.
151	River Bend, Town of	\$9,393,000	\$9,111,210	
152	Robbinsville, Town of	\$1,395,000	\$1,353,150	
153	Robeson County	\$8,545,000	\$8,288,650	
154	Rockingham, City of	\$13,000,000	\$12,610,000	
155a	Rockingham County	\$10,000,000	\$9,700,000	For water and wastewater projects along U.S. 220.
155b	Rockingham County	\$23,550,000	\$22,843,500	For water and wastewater projects.
155c	Rockingham County	\$21,000,000	\$20,370,000	For the extension of water services from Reidsville toward the unincorporated community of Ruffin.
156	Ronda, Town of	\$1,894,410	\$1,837,578	
157	Rosman, Town of	\$10,000,000	\$9,700,000	
158	Roxboro, City of	\$26,000,000	\$25,220,000	
159	Rutherfordton, Town of	\$3,630,000	\$3,521,100	
160	Salemburg, Town of	\$2,500,000	\$2,425,000	
161	Saluda, City of	\$2,304,878	\$2,235,732	
162a	Sampson County	\$4,119,320	\$3,995,741	For water lines near the landfill.
162b	Sampson County	\$6,000,000	\$5,820,000	For two wells and treatment in the southern part of the county.
163a	Sanford, City of	\$2,500,000	\$2,425,000	For the development, operation, and management of the Siler City Wastewater project.
163b	Sanford, City of	\$5,000,000	\$4,850,000	For the Grace School and Fire Department sewer line.
164	Sedalia, Town of	\$2,687,439	\$2,606,816	To extend the sewer lines.
165	Selma, Town of	\$12,800,000	\$12,416,000	

Appendix A: Table of S.L. 2023-134 Water/Sewer Directed Projects, Page 8 of 10

Section 12.2.(e) Line #	Recipient	Funds Appropriated in S.L. 2023-134	Funds Available to Recipient for Projects (after administrative costs)	Directed Project Specified in S.L. 2023-134
166	Shelby, City of	\$12,461,500	\$12,087,655	
167.1	Siler City, Town of	\$72,750,000	\$70,567,500	Must follow project directives listed in S.L. 2023-134, Section 12.2.(g).
167.2	Siler City, Town of	\$2,500,000	\$2,425,000	For construction of an elevated water tank associated with an economic development project.
168	Smithfield, Town of	\$6,250,000	\$6,062,500	
169	Snow Hill, Town of	\$4,222,500	\$4,095,825	
170	South Granville Water and Sewer Authority	\$5,000,000	\$4,850,000	
171	Spring Hope, Town of	\$3,000,000	\$2,910,000	
172	Spring Lake, Town of	\$300,000	\$291,000	
173	Spruce Pine, Town of	\$2,500,000	\$2,425,000	
174	St. Pauls, Town of	\$2,500,000	\$2,425,000	
175	Stanley, Town of	\$1,000,000	\$970,000	
176	Stanly County	\$2,000,000	\$1,940,000	For water and wastewater projects for Juneberry Ridge.
177	Stantonsburg, Town of	\$2,600,000	\$2,522,000	For a well water project and water line replacement.
178	Star, Town of	\$10,000,000	\$9,700,000	
179	Statesville, City of	\$3,000,000	\$2,910,000	For water and wastewater projects pertaining to economic development.
180	Stokes County Water and Sewer Authority	\$15,000,000	\$14,550,000	
181a	Stoneville, Town of	\$2,000,000	\$1,940,000	For water and wastewater lines along U.S. 220 West.
181b	Stoneville, Town of	\$2,700,000	\$2,619,000	For water system improvements.
182	Surf City, Town of	\$20,000,000	\$19,400,000	
183	Thomasville, City of	\$4,000,000	\$3,880,000	
184	Transylvania County	\$10,000,000	\$9,700,000	
185	Trinity, City of	\$4,500,000	\$4,365,000	
186.1	Troutman, Town of	\$10,000,000	\$9,700,000	

Appendix A: Table of S.L. 2023-134 Water/Sewer Directed Projects, Page 9 of 10

Section 12.2.(e) Line #	Recipient	Funds Appropriated in S.L. 2023-134	Funds Available to Recipient for Projects (after administrative costs)	Directed Project Specified in S.L. 2023-134
186.2	Troutman, Town of	\$4,000,000	\$3,880,000	For the connection of the Duck Creek sewer outfall line to the City of Statesville's Third Creek Wastewater Treatment Plant.
187	Tryon, Town of	\$2,233,500	\$2,166,495	
188a	Union County	\$26,000,000	\$25,220,000	For sewer expansion.
188b	Union County	\$1,500,000	\$1,455,000	For the Waxhaw graywater system project.
189	Valdese, Town of	\$7,000,000	\$6,790,000	For the Valdese-Lenoir water interconnection.
190	Vance County	\$4,000,000	\$3,880,000	
191	Wade, Town of	\$165,052	\$160,101	
192	Warren County	\$5,000,000	\$4,850,000	
193	Weaverville, Town of	\$15,000,000	\$14,550,000	
194	Weldon, Town of	\$800,000	\$776,000	
195	West Jefferson, Town of	\$726,150	\$704,366	
196	Wilkes County	\$6,930,000	\$6,722,100	For the extension of water and wastewater services to the airport.
197.1	Wilson, City of	\$22,500,000	\$21,825,000	
197.2	Wilson, City of	\$1,050,000	\$1,018,500	For repair of the Lake Wilson dam.
198	Wilson County	\$2,000,000	\$1,940,000	
199	Wingate, Town of	\$12,000,000	\$11,640,000	
200	Woodland, Town of	\$3,830,000	\$3,715,100	
201	Wrightsville Beach, Town of	\$8,000,000	\$7,760,000	
202	Yadkinville, Town of	\$289,200	\$280,524	

**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.

Donald L. Gorham
Mayor

ATTEST:

Angela G. Stadler, CMC/NCCMC
City Clerk

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.

Donald L. Gorham
Mayor

ATTEST:

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

Office of the City Manager

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

“Live Simply. Think Big.”



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 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 apart 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. Staff recommends the proposed bids be awarded to the respective contractors and ask for council approval on these items.

**City of Reidsville CDBG-NR
Award Summary Sheet**

Project: City of Reidsville CDBG-Neighborhood Revitalization		Bid Opening Date			11/02/2023
	Address	Actual Bid (Tabulated)	Contractor	Recommended Award (X)	Comments
1	322 Irvin Street, Reidsville, NC	\$142,250.00	Tucker's Home Repair	X	Low bidder
		\$172,500.00	Sawyer's Carpentry		
2	1342 McGehee Street, Reidsville, NC	\$88,600.00	Sawyer's Carpentry		Low bidder
		\$86,600.00	Brookdelinc Environmental	X	
		\$94,565.00	Tucker's Home Repair		
3	710 Vance Street, Reidsville, NC	\$91,400.00	Brookdelinc Environmental	X	Low bidder
		\$104,450.00	Sawyer's Carpentry		
		\$104,350.00	Tucker's Home Repair		

**City of Reidsville CDBG-NR
Contract Award**

Rehabilitation On-Site Reconstruction

By the authority vested in me by the City of Reidsville City Council, I, Donald L. Gorham, hereby authorize the award of a rehabilitation contract in the amount of \$142,250.00 to Tucker's Home Repair for rehabilitation work on the dwelling located at 322 Irvin Street in the City of Reidsville, with payment to be made from CDBG funds. This award has been based on the following criteria:

1. X Low Bid

2. _____ Low Responsible Bid (See bid opening file for documentation)

Donald L. Gorham, Mayor

Date

**City of Reidsville CDBG-NR
Contract Award**

Rehabilitation

On-Site Reconstruction

By the authority vested in me by the City of Reidsville City Council, I, Donald L. Gorham, hereby authorize the award of a rehabilitation contract in the amount of \$91,400.00 to BrookdeInc Environmental, Inc. for rehabilitation work on the dwelling located at 710 Vance Street in the City of Reidsville, with payment to be made from CDBG funds. This award has been based on the following criteria:

1. X Low Bid

2. _____ Low Responsible Bid (See bid opening file for documentation)

Donald L. Gorham, Mayor

Date

**City of Reidsville CDBG-NR
Contract Award**

Rehabilitation

On-Site Reconstruction

By the authority vested in me by the City of Reidsville City Council, I, Donald L. Gorham, hereby authorize the award of a rehabilitation contract in the amount of \$86,600.00 to BrookdeInc Environmental, Inc. for rehabilitation work on the dwelling located at 1342 McGehee Street in the City of Reidsville, with payment to be made from CDBG funds. This award has been based on the following criteria:

1. X Low Bid

2. _____ Low Responsible Bid (See bid opening file for documentation)

Donald L. Gorham, Mayor

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Piedmont Insurance 12133 N NC Hwy 150 Ste E Winston Salem, NC 27127	CONTACT NAME: Beth Hartman	FAX (A/C. No.): (336)764-2993	
	PHONE (A/C. No. Ext): (336)764-2907	E-MAIL ADDRESS: bethr.piedmont@gmail.com	
INSURED S & A Enterprises, Inc. 1707 Silver Chase Ct Winston Salem, NC 27127	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Penn National Insurance	32441	
	INSURER B: Penn National Insurance		
	INSURER C: Carolina Mut Ins Inc		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 00025973-660422 REVISION NUMBER: 8

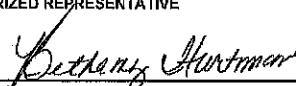
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG OTHER:			CL9 0756404	06/19/2023	06/19/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AX90756404	06/19/2023	06/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 23618-2020	05/26/2023	05/26/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Reidsville 230 W. Morehead Street Reidsville, NC 27320	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (BRH)



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

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.

Enclosures

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 violation(s) 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 9-21 ~~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~~ **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)

**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.

Donald L. Gorham, Mayor

ATTEST:

Angela G. Stadler, CMC/NCCMC
City Clerk



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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 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-



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Department of Human Resources

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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 near or at the worksite.

Fire Department

Fire Department shift workers who are to receive overtime compensation under this policy will be guaranteed a minimum payment of 1.3 hours wages for being called back to work outside of normal working hours. Only the portion of that 1.3 hours which is physically worked is creditable toward overtime pay at time and one half.

Public Services

Public Services shall be defined as those employees in the following departments: Street Division, Water Distribution Division, Sewer Collection Division, Parks & Recreation Facilities, Meter Reading, Cemetery, and Plant Maintenance Division.

Public Services employees who are on the active call back rotation list will be compensated at the rate of \$100 per week for each week they are actually on routine call back duty. Public Services employees who are asked to work on special call back duty due to anticipated inclement weather,



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Proposed Personnel Policy Changes

etc., will not receive the \$100 per week call back pay unless they are already on routine call back assignment for that week.

Public Services 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.

Police Department

Police Detectives/Special Investigations 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 171 hours in the 28-day work period are paid at time and one half.

Additionally, Police Detectives/Special Investigations employees who are on the active call back rotation list will be compensated at the rate of \$50 per week for each week they are actually on routine call back duty.

All Other City Departments

All other City employees in all other departments 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. Only the portion of that two hours which is physically worked is creditable toward overtime pay threshold of 40 hours 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%



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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.



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MEMORANDUM

TO: Summer Woodard, City Manager
FROM: Angela G. Stadler, CMC, City Clerk *AGS*
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)



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Office of the City Manager

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.

“Live Simply. Think Big.”

- **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



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

Date: January 16, 2024
To: All Employees
Cc: Mayor Gorham & City Council
From: Summer Woodard, City Manager

Subject: 2024 Lunch and Learn Schedule & Topics

Team, we are excited to announce our Lunch and Learn Schedule and Topics for 2024. Please see below the dates, locations and topics. All Lunch and Learns will be from 12:00 p.m. to 1:00 p.m., and lunch will be provided. We hope you will join us.

- **Tuesday, February 20th, 2024** - Employee Recruitment & Retention (New Building at Penn House)
- **Thursday, May 23rd, 2024** - Proposed Fiscal Year 2024-2025 City Budget (Fire Station #1)
- **Tuesday, August 20th, 2024** - Career Ladder (RCARE)
- **Thursday, November 21st, 2024** - The Power of a Positive Team (Police Department)

“Live Simply. Think Big.”

MEMORANDUM OF UNDERSTANDING

City of Reidsville Agreement

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement") is entered into on the 14th day of November, 2023, by and between the following parties (the "Parties"):

The Parties are the City of Reidsville, hereinafter referred to as "City", 230 W. Morehead St. and the Reidsville Downtown Corporation, hereinafter referred to as "Nonprofit".

PURPOSES OF THE MOU

The Purposes of this Memorandum of Understanding are the following:

1. Express the Parties' mutual understanding regarding roles and responsibilities of managing the Main Street program and serving as the Main Street Advisory Board.
2. Express the Parties' mutual understanding regarding priority activities, tasks, and decisions to be achieved in managing the Main Street program.
3. Express the Parties' mutual intention to work in good faith to further the redevelopment of downtown, to spur economic development in the context of historic preservation, in accordance with Main Street America™ as administered by NC Department of Commerce, NC Main Street & Rural Planning Center.

PRIORITY GOALS AND TASKS

The Parties have identified the following as priority goals and tasks for the redevelopment of downtown through the management of their Main Street program:

- a. Develop a strategic economic development plan to guide redevelopment.
- b. Implement the strategic plan through the Main Street America™ Four-Point Approach to downtown revitalization.
- c. Create a positive image for downtown that spurs investment, business and residential development, jobs and volunteerism.
- d. Identify and convey practical, valuable, and implemental tools for downtown economic development.

WITNESSETH

Each party will appoint a person to serve as the official contact and coordinate the activities of each party in carrying out this MOU. The initial appointees are:

Reidsville Advisory/RDC Board of Directory – Attached

That for and in consideration of the mutual promises and conditions set forth below, the City and the Reidsville Downtown Corporation agree to the following roles and responsibilities:

- A. Duties of the City: The City agrees to: Partner with the Nonprofit and provide resources and information that may be pertinent in carrying out its charge.
- B. Provide a monthly report to the Nonprofit on the City's downtown revitalization activities.
- C. Utilize the Main Street® philosophy to partner with the Nonprofit in the development of a strategic economic development plan for downtown and an implementation workplan based on the Main Street America™ Four Point Approach® to Downtown Revitalization that includes: Economic Vitality, Design, Promotion and Organization, for downtown Reidsville, in order to enhance and preserve its status as a North Carolina Main Street community.
 - a. Economic Vitality
 - i. Partner with the Nonprofit to develop and implement incentives to spur investment, business and residential development and to create jobs.
 - ii. Provide mapping, market and demographic data to develop a market driven economic development plan.
 - iii. In partnership with the Nonprofit, measure the impact of the Main Street program.
 - b. Design
 - i. In partnership with the Nonprofit, establish or manage a National Register District of Historic Places and historic resources with best practices.
 - ii. Maintain and improve the public property and public space of downtown to promote a *Clean and Safe* environment.
 - iii. Review current zoning, codes, licensing and any other applicable municipal regulatory requirements or processes in order to facilitate economic development in the downtown business district in accordance with best practices for historic preservation.
 - c. Promotion
 - i. Assist with and facilitate the logistics of basic City services. (permits, street closings, police protection, garbage collection, etc.) as they relate to the events held in downtown.
 - ii. The City will work with the Nonprofit on promotions of events and recruitment of businesses.

- iii. The City will maintain the RDC/Downtown web page as it pertains to the Main Street Advisory Board.
- d. Organization
 - i. The Main Street/Market Square Manager is a City employee and is managed by the City not the advisory board.
 - ii. The City will handle personnel issues with the full support of the City Human Resources Personnel and if needed, by the City Attorney.
 - iii. The City will annually review the performance of the Main Street Manager in accordance to City Human Resources Policy.
 - iv. The City will direct employee to attend all Main Street training as required in annual agreement.
 - v: The City Council will approve all Main Street Advisory Board Members

2. Duties of the Nonprofit: The Nonprofit agrees to:

- A. Bring the resources of the City, the Nonprofit and the downtown community together, with the understanding that the Nonprofit's role is serve as the Main Street Advisory Board.
- B. Partner with the City to meet the annual requirements as outlined in the NC Main Street Annual Agreement.
- C. Partner with the City and provide resources and information that may be pertinent in carrying out its charge.
- D. Utilize the Main Street[®] philosophy to partner with the City in the development of a strategic economic development plan for downtown and an implementation workplan based on the Main Street America[™] Four Point Approach[®] to Downtown Revitalization that includes: Economic Vitality, Design, Promotion and Organization, for downtown Reidsville, in order to enhance and preserve its status as a North Carolina Main Street community.
- E. NC Main Street and Main Street America artwork must appear on the Main Street web pages and can be used in other media as well as stipulated in the brand guidelines. Artwork will be provided by NC Main Street upon receipt of the signed MOU between NC Main Street and local Main Street program.
 - a. Economic Vitality
 - i. Create and maintain a comprehensive **downtown property** inventory database, including building images, owner contact information, building condition, past- and current-potential uses, etc.
 - ii. Create and maintain a comprehensive **downtown business** and use inventory database, including business owner contact information, goods and services and hours of operation, etc.
 - iii. Partner with the City to develop and implement incentives to spur investment, business and residential development and to create jobs.

- iv. Partner with the City to develop and conduct survey of downtown stakeholders to determine what would better facilitate business development in downtown.
 - v. Create a business retention, expansion and recruitment program.
 - vi. In partnership with the City, measure the impact of the Main Street program and maintain impact and tax base data to demonstrate benchmarks.
- b. Design
- i. In partnership with the City, develop design guidelines for downtown, and promote the value of, and educate property owners on, appropriate design improvements for a historic downtown business district.
 - ii. Provide aid and resources to business and property owners during any type of business disruptions.
 - iii. Assist City as needed with public physical improvement projects.
 - iv. Provide façade improvement assistance to downtown business and property owners through the NC Main Street & Rural Planning Center.
- c. Promotion
- i. Work with downtown stakeholders to develop and implement retail promotion activities.
 - ii. Develop and manage downtown events to take place in downtown Reidsville. These events must fall under the four point program.
 - iii. Promote downtown as a mixed-use center of activity.
- d. Organization
- i. Maintain a viable Nonprofit in accordance to the organization's articles of incorporation as filed with the Secretary of State.
 - ii. Maintain a viable organization composed of the main stakeholders and the downtown community or if the district has a Municipal Service District (MSD), an organization composed of stakeholders within the MSD Maintain a Board of Directors in accordance with the Nonprofit bylaws.
 - iii. Partner with the City to ensure the completion of the annual program assessment in accordance with the NC Main Street Annual Agreement.
 - iv. Partner with the City to ensure the completion of the annual program statistics in accordance with the NC Main Street Annual Agreement.
 - v. Develop and coordinate opportunities to spur volunteerism for downtown and to become involved in the downtown revitalization efforts.
 - vi. The Chair must attend the Annual NC Main Street Meeting in accordance with the NC Main Street Annual Agreement.
3. Amendments: This Agreement may be amended, in writing, by mutual agreement of the City and the Nonprofit.
4. Termination: The term of this MOU is for a period of 5 years and will be reviewed annually at the January Reidsville Advisory/RDC Board Retreat from the effective date of this agreement and may be extended upon written mutual agreement. It shall be reviewed at least Annually to ensure that it is fulfilling its purpose and to make any necessary revisions.

Either organization may terminate this MOU upon ninety (90) days written notice without penalties or liabilities.

5. Non-Discrimination: In matters of employment, provision of services and contracting, the Nonprofit agrees to act without regard to race, color, sex, religion, age, national origin, sexual orientation or handicapped status.
6. IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

NONPROFIT

Delta Bank
SIGNATURE

President
TITLE

[Signature]
ATTEST

Main St. / Market Square Manager
TITLE

CITY OF REIDSVILLE

[Signature]
CITY MANAGER



ATTEST BY CITY CLERK:

Angela G. Stadler
Angela G. Stadler, City Clerk

CITY CLERK attests date this the 26th day of January, 2024.

Approved as to Form and Authorization

[Signature]
CITY ATTORNEY

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]
FINANCE DIRECTOR

**MINUTES OF THE REIDSVILLE PLANNING BOARD
HELD WEDNESDAY, DECEMBER 20TH, 2023 BEGINNING AT 6:00 P.M.
IN THE CITY HALL COUNCIL CHAMBERS**

MEMBERS PRESENT:

Dylan Moore, Vice-Chairperson
William Roach
Joe Towns
Tamar Lipscomb

MEMBERS ABSENT:

Cindy Scarborough
Thomas Thompson, Chairperson

OTHERS IN ATTENDANCE:

Jason Hardin, Planning & Community Development Director
Drew Bigelow, Planner I
Chad Meadows, CodeWright Project Lead

Vice-Chairperson Dylan Moore called the Planning Board meeting to order at 6:00pm.

APPROVAL OF MINUTES

A motion was made to approve the Minutes of the November 15TH Planning Board Meeting.

Motion: William Roach

Second: Joe Towns

Vote: Unanimous

CONSIDERATION OF A ZONING MAP AMENDMENT REQUEST TO REZONE 701 MONTGOMERY ST., ROCKINGHAM COUNTY TAX PARCEL #150268 FROM NEIGHBORHOOD BUSINESS (NB) TO RESIDENTIAL-6 (R-6). DOCKET NO. Z 2023-02.

Vice-Chairperson Dylan Moore introduces the docket item.

Jason Hardin states that Tran Thi Bao Vo is petitioning to rezone a property located at 701 Montgomery St., Rockingham County Tax Parcel #150268 from Neighborhood Business (NB) to Residential-6 (R-6). Docket No. Z 2023-02. The parcel encompasses an area of 7,840.8 square feet or 0.18 acres. A vacant two-story commercial building constructed in 1917 per the tax record is located on the lot. Residential Dwellings are allowed in the NB district, but only as an accessory to a commercial use with a Special Use Permit (SUP). In other words, a business would need to be the primary use of the building with the dwelling only as an accessory use and approval of a SUP. No other dwelling types are allowed in the NB district. The surrounding land use is a mix of Neighborhood Business (NB) and residential (R-6). The areas to the south and east are zoned Residential-6 (R-6). To the north and west the abutting lots are zoned Neighborhood Business (NB) and Residential-6 (R-6). Overall, the area is a primarily residential with a few commercial properties to the northwest. Considering the presence of an abutting

Residential-6 (R-6) neighborhood to the south and consistency with surrounding land use, a zoning designation of R-6 for the property would be consistent with the surrounding area. This property is located in Growth Management Area 2 – Urban, which encompasses the area immediately outside of the Central Business District (CBD). GMA 2 prioritizes expansion of housing stock alternatives, rehabilitation of existing housing stock, and preservation of significant historic structures. Therefore, we find the proposed rezoning is consistent with the 2022 Reidsville Land Development Plan. The Planning Staff finds this rezoning to be 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 rezoning application be approved.

There being no further questions for Jason Hardin, the Board opens the floor for a public hearing. Neither the applicant nor anyone from the public wished to speak on the rezoning request. At this time the Board closed the floor for comments.

Vice-Chairperson Dylan Moore asks the Board if they would like to have any further discussion. There being none, Joe Towns motions to approve the rezoning request based on the consistency and reasonableness statement included in the Planning Board Agenda Packet.

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 the **Growth Management Area 2 – Urban**.
 - a. This parcel is located in the **Growth Management Area 2 – Urban** according to the Reidsville Land Development Plan, and is characterized by a high concentration of historically and architecturally significant buildings.
 - b. The Reidsville Land Development Plan prioritizes expansion of housing stock and alternatives in **Growth Management Area 2 – Urban**.
 - c. Uses permitted within the **R-6** 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 is adjacent to an existing **R-6** zoning district and contiguous to existing residential development.
 - b. The uses allowed in the **R-6** 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.
 - c. The Land Development Plan supports expansion of housing stock and alternatives in the **Growth Management Area 2**.

Joe Towns states, "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: Joe Towns

Second: Tamar Lipscomb

Vote: Unanimous

CONSIDERATION OF A SPECIAL USE PERMIT APPLICATION TO PLACE A MANUFACTURED HOME AT 636 LINCOLN STREET, ROCKINGHAM COUNTY TAX PARCEL #1154184, LOCATED IN THE RESIDENTIAL-6 (R-6) ZONING DISTRICT. DOCKET NO. S 2023-01.

Vice-Chairperson Dylan Moore introduces the docket item and reads the Special Use Permit statement.

"This is a quasi-judicial evidentiary hearing per North Carolina General Statute 160D-406 and 705 that sets forth the standards for granting a special use permit as follows: The Board's discretion is limited. The Board must base its decision upon competent, relevant, and substantial evidence in the record. A quasi-judicial decision is not a popularity contest. It is a decision constrained by the standards in the ordinance and based on the facts presented. If you will be speaking as a witness, please focus on the facts and standards, not personal preference or opinion. Participation is limited. This meeting is open to the public. Everyone is welcome to watch. Parties with standing have rights to participate fully. Parties may present non-repetitive evidence, call witnesses, and make legal arguments. Parties are limited to the applicant, the local government and individuals who can show they will suffer special damages. Other individuals may serve as witnesses when called by the Board. General witness testimony is limited to facts, not opinions. For certain topics, the Board needs to hear opinion testimony from expert witnesses. These topics include projections about impacts on property values and projections about impacts of increased traffic. Individuals providing expert opinion must be qualified as experts and provide the factual evidence upon which they base their expert opinion. Witnesses must swear or affirm their testimony. At this time, we will administer the oath for all individuals who intend to provide witness testimony."

Drew Bigelow swears in Jason Hardin and Michel C. Rodriguez.

Jason Hardin takes the podium first to introduce the details of the SUP request. He states that Michel C. Rodriguez has applied for a Special Use Permit (SUP) for a vacant property located on Hill St. (Parcel #154106). The applicant is requesting approval to place a Manufactured Home at this location. The property is zoned Residential-6 (R-6) and Manufactured Homes are allowed with a SUP. Michel C. Rodriguez is the applicant and property owner. The standards in the Ordinance for manufactured homes on single lots are as follows: mobile homes/manufactured homes on single lots must be built to HUD standards (National Mobile Home Construction and Safety Standards Act) and, each unit must have been constructed within five years of the date of issuance of the certificate of zoning compliance and must have a seal of compliance per G. S. 143-144 et seq. Each unit must further comply with the following criteria: the manufactured home has a length not exceeding four times its width; the pitch of the manufactured home's roof has a minimum vertical rise of two and two tenths feet for each twelve feet of horizontal run (2.2' in 12') and the roof is finished; the exterior siding consists predominately of vinyl or aluminum horizontal lap siding, wood or hardboard; a continuous, permanent masonry curtain wall or foundation, unpierced except for ventilation and access, is installed under the manufactured home; the tongue, axles, removable towing apparatus, and transporting lights are removed after final placement on the site; and that a porch at least 16 square feet in size and at least 4 feet by 4 feet in dimensions, with stairs, must be attached to the front entrance of the home in a workmanship manner that meets North Carolina Building Codes. The applicant is required to meet this criterion in addition to any conditions placed on the SUP.

Jason Hardin continues, as you are aware, the Board must come to certain findings regarding the impact of the development on the area. It is the applicant's responsibility to provide evidence and materials that will allow the Board to take the appropriate action. The Board may also recommend conditions on the application to ensure that the proposed project meets the intent of the Zoning Ordinance. The following are the specific findings of fact from the Zoning Ordinance in which the Board must find: (1) the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved; (2) the use meets all required conditions and specifications; (3) the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity; and (4) the location and the character of the use if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located and in general conformity with the Land Development Plan for Reidsville and its surroundings.

The planning staff recommend the following conditions be placed on the SUP. The use shall comply with the Special Use criteria for Manufactured/Mobile Homes per the Reidsville Zoning Ordinance. The unit shall comply with the North Carolina Building Code. They are in line with the request.

Jason Hardin asks the Board if they have any further questions for him. Tamar Lipscomb asks if there are any other manufactured homes on the street. Jason Hardin states that he does not have that information and that it would require further investigation. Joe Towns asks if the appearance of the home is consistent with the neighborhood. Jason Hardin states that he cannot make a staff recommendation for this item.

Vice-Chairperson Dylan Moore asks if anyone else has questions for Jason Hardin. The Board does not and Jason Hardin takes a seat. Vice-Chairperson Dylan Moore states that the discussion will now move on to the public hearing portion of the discussion.

The applicant Michel C. Rodriguez comes forward to speak on the SUP request. Michel C. Rodriguez starts by thanking the Board for the opportunity to speak, and he highlights the helpfulness of staff throughout this process. Michel C. Rodriguez states that he is originally from Miami but has fallen in love with Reidsville. He states that he owns several properties here, including the one directly across the street from where he is hoping to place this manufactured home. Michel C. Rodriguez states that when he bought the property across the street it was in very poor condition. Since then, he has worked diligently to clean it up and make the neighborhood look better. This home sold for over \$200,000. Michel C. Rodriguez also notes that he owns 305 S. Harris Street, which is in very bad condition. With that said, Michel C. Rodriguez states that he just wants the Board to know that his intention here is to make the community more beautiful. He says he loves the community and wants to be a part of improving Reidsville. Michel C. Rodriguez states that he would like to share some before and after pictures of the projects that he has done. He passes those pictures out to the Board and provides a copy for the record. Michel C. Rodriguez states that if he is given permission to pursue this project, he intends to apply for all necessary permits and follow all rules and regulations.

Vice-Chairperson Dylan Moore asks the applicant to clarify that the pictures provided are of work that he has completed on other projects, as well as the manufactured home that will be placed on Hill St. Michel C. Rodriguez confirms that the pictures are of previous work as well as the manufactured home referenced by the SUP. Joe Towns asks Michel C. Rodriguez if he intends to live in the home. Michel C. Rodriguez replies that he would love to live in this manufactured home. He goes on to state that he is currently dealing with a situation at his current residence that makes the location unideal. With this being said, Michel C. Rodriguez indicates that he may ultimately live in the manufactured home once it

is placed and renovated, and that if he does live in it he will do so for the minimum 1 year as required by NC Building Code. He also states that he plans to hire all the proper licensed contractors to do the work for the manufactured home once it is placed.

Vice-Chairperson Dylan Moore asks if there are any other questions for the applicant. There being none. The Board moved into discussion amongst themselves. Vice-Chairperson Dylan Moore reads the special use permit findings of fact and states that the Board must vote on each item individually. Furthermore, he notes that a motion must be made at the end.

Vice-Chairperson Dylan Moore reads the 4 findings of fact. First, that the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved. All those in favor please raise your right hand. The vote is unanimous. Number two, that the use meets all required conditions and specifications. All those in favor please raise your right hand. The vote is unanimous. Number three, the use will not substantially injure the value of adjoining or abutting property or that the use is a public necessity. All those in favor please raise your right hand. The vote is unanimous. And number four, the location and the character of the use if developed according to the plan as submitted and approved will be in harmony with the area in which it is relocated and in general conformity with the land development plan for retail and its surroundings. All those in favor please raise your right hand. The vote is unanimous. Is there a motion to approve or deny the request?

A motion was made to recommend the SUP to City Council for approval.

Motion: Joe Towns

Second: William Roach

Vote: Unanimous

UDO CODE ASSESSMENT PUBLIC HEARING

Vice-Chairperson Dylan Moore introduced the next item on the agenda – the UDO Code Assessment Public Hearing.

Jason Hardin states that he hopes everyone had the chance to look over the UDO Code Assessment that we provided to them last month. Jason reiterates that this rewrite will compile our Zoning Ordinance, Subdivision Regulations and Floodplain Standards into a single document called a Unified Development Ordinance, or UDO. The goal of the document is to incentivize development and clarify our development regulations. Jason Hardin states that Chad Meadows will go back through the Code Assessment in more detail this time and that he is here to answer any questions the Board may have. In addition, we will be holding a public forum for the Code Assessment and taking comments from the audience.

Chad Meadows takes the podium. He states that in the next 45 minutes he will go back over the Code Assessment in more detail and provide an overview of where we will go from here. He goes on to introduce himself, and briefly discuss the other members of his team.

Chad Meadows starts his presentation by reiterating what the Reboot Reidsville project is, and he provides the Board with a short background regarding the general intent of the project. Chad Meadows

states he intends to make our City ordinances more user friendly and cohesive. Currently, all of our development regulations are housed in different documents and do not align well with one another. With the development of a UDO, this will change. All of our ordinances will be updated and reconfigured to better align with NC State Law and case law. Everything will be located in one place and it will be easy to navigate. There will be no more jumping from document to document searching for the right information. Chad Meadows states that the UDO will incorporate Reidsville's Land Development Plan, and our Blueways and Greenways Plan. These documents will be incorporated because they provide guidance for the type of City Reidsville wants to be in the future.

Chad Meadows briefly discusses the project tasks, highlighting the 6 different phases we will work through. First was Project Initiation. Currently, we are in phase 2 which is the Code Assessment. After the Code Assessment comes the Annotated Outline. Then we move into Drafting, followed by Adoption, and Delivery in December of 2024.

Chad Meadows states that if the Board has not had a chance to visit the Reboot Reidsville website, that they should do that soon. This website contains all of the information about the project and is updated regularly.

Chad Meadows states that the purpose of this Code Assessment is to provide a gap analysis of the City's land use policy guidance vs current development rules, a framework for future discussion, and a means for him to provide suggestions about how we will implement land use policies. He notes that this Code Assessment includes 46 recommendations for improvement. Of those are the seven key improvement themes for this project. They are identified in the Code Assessment as: (1) Implement the City's Adopted Policy Guidance; (2) Create an Easy-to-Use Document; (3) Ensure Efficient and Predictable Review Procedures; (4) Incorporate Incentives and Greater Flexibility; (5) Revitalize Downtown; (6) Modernize the Districts and Uses; and (7) Broaden the Range of Housing Options. Chad Meadows spends the next half hour going over the intent of each key theme, and identifying how they will be implemented.

While discussing key theme (4) Incorporate Incentives and Greater Flexibility, Vice-Chairperson Dylan Moore states that it feels as though the UDO seeks to strip the Planning Board of some power and review authority. Jason Hardin states that there are some things that the Planning Board no longer subdivision plat approval, so that need to be removed from the ordinance. Joe Towns states that he is concerned about removing some of the community input. Chad Meadows states that the overall role of the Planning Board will not change. However, certain things, according to the NC General Statutes, were never really intended to go to Planning Board. For example, Special Use Permits should not have been placed in the hands of the Planning Board, they should have always gone straight to the approving board, in our case City Council. Jason Hardin states that things such as text amendments and rezoning cases will remain the responsibility of the Planning Board to recommend. Chad Meadows states that for quasi-judicial matters there is no flexibility. The standards are the standards, and the evidence is all the Board can base its decision on. Public comment does not impact that decision. Vice-Chairperson Dylan Moore asks if the SUP they heard tonight is something that they would no longer hear under the new UDO. Chad Meadows states yes.

Vice-Chairperson Dylan Moore points out that an (unidentified) audience member has a question. The audience member asks if there will be a limit to how close houses can be. He states that he understands we want to increase density but he worries that things could become too crowded. Chad Meadows replies saying that is a good question. He notes that the NC Fire Code provides an absolute limit to how close homes can be. Per the NC Fire Code the minimum is 3 feet. He stresses that flexibility in

development standards would not provide an unlimited number of acres. There would still be a density cap. If that cap is 8 units the it is 8 units. All conservation subdivision standards allow is for you to build them closer together. Jason Hardin states that the TRC reviews all subdivisions and provides feedback to ensure it meets standards.

Vice-Chairperson Dylan Moore asks how the standards for parking are going to change. Chad Meadows clarifies that we are planning to review the standards to see if they are excessive. Jason Hardin states that we are not far enough in the process to determine how they will change.

Vice-Chairperson Dylan Moore states that he is primarily concerned with the prevention of gentrification, and the potential displacement of low-income and minority populations. Chad Meadows states that one way we are going to combat that is by providing a variety of housing options. He states that we will do this by writing our development regulations to be flexible and accommodating. Chad Meadows also states that this is a great policy question for the elected officials. Vice-Chairperson Dylan Moore asks if these questions will be appropriate to bring back up later. Chad Meadows replies, yes.

Chad Meadows continues working through the remainder of the individual key themes.

When speaking on the revitalization of downtown and the reworking of Special Use Permits, Chad Meadows reiterates that some things will no longer require SUP's. Other SUP standards may simply change to be more accommodating, Chad Meadows states that we want to reinvigorate our downtown through redevelopment and reducing red tape is how we will do it. An (unidentified) audience member asks Chad Meadows how downtown will be able to accommodate such growth with the limited amount of parking. The audience member references the reworking of the on-street parking that occurred last year. Jason Hardin notes that last years parking redesign didn't actually result in a loss of any parking spaces. Chad Meadows states that it was a great question. He notes that if parking becomes an issue downtown we can have the Planning Board reevaluate that.

Chad Meadows finishes up his review of the seven key themes with theme (7) Broadening Housing Options. Tamar Lipscomb states that she would love to see some sort of incentivization or assistance program for low-income buyers. Jason Hardin notes that larger cities can easily accommodate that type of program, however for a small city like Reidsville, that would be difficult. Chad Meadows states that controlling housing costs is a separate effort, and this project cannot accommodate that. What this project can do, is increase the availability of housing. Chad Meadows notes that we need to have jobs, entertainment, amenities, good schools, and infrastructure. Jason Hardin states that Reidsville is well situated to capture some of the housing overflow from Greensboro and Danville.

Tamar Lipscomb states that she is concerned about developing a community with a strong transit infrastructure. A lot of people don't have a car to get around. The are dependent on Uber or Lyft or public transport. Chad Meadows states that we can design our development regulations to incentivize and promote walkable communities. That is something that is firmly within the wheelhouse of the UDO.

Chad Meadows concludes by outlining future meetings with staff and county members. He states that the next step in the process will be the Annotated Outline. The Annotated Outline will include all of the things noted in the Code Assessment, and all of the feedback that the Board has given thus far. We will likely present the Annotated Outline in February 2024. To wrap up his discussion, Chad Meadows asks the Board if they have any more questions. With there being no further questions, Chad Meadows ends his presentation by thanking the Board for their attention.

Jason Hardin states that he has one last thing to add. Since he has arrived in Reidsville, all he has heard from the community is that it's hard to develop and build here. The goal of this UDO project is to make it easier for everyone to work here. We want our code to exemplify what the City Council adopted in the Land development Plan. We don't want people to have to jump through 1000 hoops for an approval when it isn't necessary.

PLANNING & COMMUNITY DEVELOPMENT DIRECTORS REPORT

Jason Hardin states that he does not have anything new to report. In December, the City Council did not conduct business. The conditional rezoning on South Park Dr. that was tabled in November will now be heard at the January City Council meeting.

ADJOURNMENT OF PLANNING BOARD

There being no further business, a motion was made to adjourn the Planning Board meeting at 8:01pm.

Motion: Joe Towns

Second: William Roach

Vote: Unanimous

**Drew Bigelow
Planner I**

REIDSVILLE ABC BOARD

Minutes of December 28, 2023 Board Meeting

1. The meeting was called to order at 9:00 am by Chairman C. Turner. Members K. Almond, C. Nimmons, GM Langel and Chris Phillips were present.
2. Chairman C. Turner delivered invocation.
3. Chairman C. Turner called for any known conflicts of interest. None were reported.
5. The minutes of the November 2023 meeting were approved as read.
Motion to approve: K. Almond Second: C. Nimmons
6. K. Almond requested that the Board go into closed session to discuss Diesel Drive real estate.
Motion: K. Almond Second: C. Turner
7. The next meeting of the Board will be January 25, 2024.
8. There being no further business to discuss, the meeting was adjourned at 9:40 am.

Motion to adjourn: K. Almond Second: C. Nimmons

Approved:

Clark Turner, Chairman

Clark Turner

Kelly Almond

Carolyn Nimmons

Carolyn Nimmons

Jodi Langel, General Manager

Jodi M. Langel

**MINUTES OF THE
REIDSVILLE HUMAN RELATIONS COMMISSION
MEETING ON TUESDAY, NOVEMBER 28, 2023
REIDSVILLE CITY HALL
1ST -FLOOR CONFERENCE ROOM**

COMMISSION MEMBERS PRESENT: Cathy Badgett, Chair
Maricarmen Garduño, Vice Chair
Daunte Carter
Dawn Charaba
Wanda Harley
Richard Ratliff
Anna Roach

COMMISSION MEMBERS ABSENT: Khalid Amos
Ashton McLaurin
Matthew Williams

CITY STAFF PRESENT: Latasha Wade, Deputy City Clerk

VISITORS: Councilman William Hairston

CALL TO ORDER

Chair Dr. Cathy Badgett called the meeting to order at approximately 6:40 p.m.

INVOCATION

Councilman William Hairston provided the invocation.

ROLL CALL

Deputy City Clerk Latasha Wade then called the roll.

READING OF THE MISSION STATEMENT

Dr. Badgett asked Daunte Carter to read the Mission Statement.

APPROVAL OF OCTOBER 24, 2023 MINUTES

Richard Ratliff made the motion to approve the October 24, 2023 minutes and Maricarmen Garduño seconded the motion with the minutes being unanimously approved.

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OLD BUSINESS

MLK Breakfast

Wanda Harley gave a MLK Breakfast report. She said the MLK Board held a meeting on November 1st at 10 a.m. at the Reidsville Chamber of Commerce. Wanda said that the MLK Breakfast event will be virtual on January 15th but recorded on Wednesday, January 3rd at Zion Baptist at 1 p.m. if any Human Relations Commission members want to be present. Wanda said that she will send the link to Latasha to forward to the board members. Wanda said the Eddie Hughes Award is going to George Gunn. Dawn said Lissette Rodriguez will be the speaker for the MLK event. Wanda asked the members to reach out to potential sponsors. Dawn Charaba passed out draft sponsor letters and reviewed the sponsors that had donated. It was agreed that Anna would contact recipient Minister George Gunn for notification of the award and Dr. Badgett would follow up with a letter. Dr. Badgett said an email or Zoom call would be held to discuss MLK event.

CommUNITY Pride Event

Dr. Badgett said that the Commission would work on the CommUNITY Pride event upon return from the holidays in January. Dr. Badgett encouraged the members to have a list of potential vendors and entertainment ideas at the January meeting. Dr. Badgett said she would send notices out to prior participants.

NEW BUSINESS

Community Read with Valencia Abbott

Dr. Badgett said that Dawn Charaba had sent an email to Valencia Abbot, who does Community Read. Dr. Badgett explained to Daunte the details of Community Read. She explained how different people read books in support of Valencia Abbott. Maricarmen asked how the books were chosen to be read. Dawn replied saying that there was not a specific list to go by. When Maricarmen asked if the list could include multicultural books, Dr. Badgett responded that it does include different groups and cultures. Dr. Badgett shared how different authors came to town in the past. Dawn read an email from Valencia Abbott regarding a book to be read for January.

Dr. Badgett discussed they did a focus group on Duke Power and the American Tobacco Company. After some discussion, Dr. Badgett said she would talk about it more in January. Dr. Badgett asked Dawn to find out the guidelines, cost, and purpose from Valencia.

Sponsor Child/Family for Christmas

Dr. Badgett asked the board if they would like to sponsor a child or family for Christmas? Dr. Badgett shared information of what was done for a family in a previous year. Richard Ratliff gave Dr. Badgett his donation. Wanda Harley said that they should help a family that really needs it. Dawn agreed to reach out to a school representative or the Housing Authority. Dr. Badgett told the board that the money would come from them and not the City if they agreed to take part. The members present agreed to participate. Wanda mentioned that in past years, HRC members have cooked dishes for the families. She suggested reaching to Melissa Galloway to inquire about a potential family in need since

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she has a homeless shelter. After further discussion, it was agreed that Dawn would reach out to Moss Street School and then follow up with information to provide to Dr. Badgett about a family. Dr. Badgett said she would follow up via email with more information about the family upon receiving the information from Dawn. Dr. Badgett asked to the members to take their donations to Deputy City Clerk Wade by December 4th but no later than December 8th. Councilman Hairston gave Dr. Badgett \$25. She passed the donation along with Richards's donation to Deputy City Clerk Wade to hold onto until the rest of the money was collected.

Dr. Badgett discussed with the board about possible to doing a drive for the homeless shelters that consisted of toiletry bags, etc.

Richard Ratliff made the motion to investigate to get a child/family from Moss Street School to support for Christmas, Wanda Harley seconded the motion and being unanimously approved.

Closing Comments

Dr. Badgett asked for a motion to not hold a meeting due to the holidays in December and another motion to adjourn the meeting.

Maricarmen Garduño made the motion to not meet in December, seconded by Daunte Carter and unanimously approved.

The motion to adjourn the meeting at 7:49 p.m. was made by Wanda Harley, seconded by Dawn Charaba and unanimously approved.

Submitted by:



Latasha R. Wade, Deputy City Clerk