

*AGENDA*  
**REIDSVILLE CITY COUNCIL**  
**MEETING**  
**6:00 PM**  
**Tuesday, January 14, 2025**

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

1. Call to Order.
2. Invocation by the Reverend Dr. Michael T. Galloway, Pastor of the Greater Brandon Chapel Missionary Baptist Church, 1121 Brandon Chapel Road, Alton, Virginia, President of the Ministerial Alliance of Reidsville & Vicinity and a Chaplain for the Reidsville Police Department.
3. Pledge of Allegiance.
4. Proclamations & Recognitions:
  - (A) Recognition of Dr. Martin Luther King Jr. Day on Monday, January 20, 2025.
5. Approval of Consent Agenda.
  - (A) Approval of the December 10, 2024 Regular Meeting Minutes.
  - (B) Approval of a Request to Begin the Process to Voluntarily Annex Rockingham County Tax Parcel #142535Z1 for Approximately 120 Acres off of Gibbs Lake Road, including a Resolution Directing the Clerk to Investigate a Petition Received Under G.S. 160A-31 and a Resolution Fixing Date of Public Hearing on February 11, 2025. (A2025-01)

*- End of Consent Agenda -*
6. Public Hearings:
  - (A) Consideration of a Special Use Permit application to operate a Hazardous Waste Transfer Facility at 211 Rockingham Drive, Rockingham County Tax Parcel #157383, located in the Heavy Industrial (I-2) Zoning District. Clean Earth Specialty Waste Solutions Inc. is requesting to construct a 10-day hazardous waste transfer facility within the existing principal structure. (Docket No. SP 2024-02)(Enclosure #1) - *Jason Hardin, Planning & Community Development Director*

*- End of Public Hearings -*

7. Presentations:
  - (A) Consideration of City of Reidsville Audit Ending June 30, 2024. (Separate Enclosure) - *Daniel T. Gougherty with Cherry, Bekaert Accounting Firm*
8. Policies:
  - (A) Consideration of Changes to the Prohibited Activity Section of the City's Technology, Computer Use, Digital Resources and Access Policy. (Enclosure #2) - *Shirrell Williams, Information Technology Director*
9. Grants:
  - (A) Consideration of Acceptance of \$125,000 in Grant Funding through the State and Local Cybersecurity Grant Program with Accompanying Budget Ordinance Amendment. (Enclosure #3) - *Shirrell Williams, Information Technology Director*
10. Public Comments.
11. Board & Commission Appointments:
  - (A) January Appointments. (Enclosure #4)
12. City Manager's Report:
  - (A) Month of January. (Enclosure #5)
13. Council Members' Reports.
14. Announcement of Board & Commission Appointments.
15. Miscellaneous:
  - (A) For Information Only.
16. Move to the First-Floor Conference Room for a closed session to consult with the City Attorney on two matters in order to preserve the attorney-client privilege pursuant to NCGS 143-318.11(a)(3).
17. Adjourn.



## 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 20, 2025, 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 20, 2025, 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 20th day of January, 2025.

Donald L. Gorham

Mayor Pro Tem Harry Brown

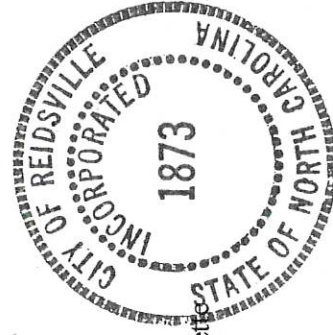
Councilman William Hairston

Councilman William Martin

Councilwoman Barbara J. DeJournette

Councilman Shannon Coates

Councilmember Terresia Scoble



**MINUTES OF THE REGULAR MEETING  
OF THE REIDSVILLE CITY COUNCIL  
HELD TUESDAY, DECEMBER 10, 2024  
REIDSVILLE CITY HALL, COUNCIL CHAMBERS**

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

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

**COUNCIL MEMBERS ABSENT:** NONE

**CITY STAFF PRESENT:** Summer Moore, City Manager  
Angela G. Stadler, City Clerk  
William F. McLeod, City Attorney

**CALL TO ORDER.**

Mayor Gorham called the meeting to order.

**INVOCATION BY COUNCILMAN AND REV. WILLIAM HAIRSTON, PASTOR OF  
SHILOH MISSIONARY BAPTIST CHURCH, 7236 US HIGHWAY BUSINESS,  
REIDSVILLE.**

Reverend Hairston provided the invocation.

**PLEDGE OF ALLEGIANCE.**

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

**APPROVAL OF CONSENT AGENDA.**

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

**CONSENT AGENDA ITEM NO. 1 - APPROVAL OF NOVEMBER 12, 2024 REGULAR  
MEETING MINUTES.**

With the approval of the Consent Agenda in a 7-0 vote, the Council approved the November 12, 2024 Regular Meeting Minutes.



**CONSENT AGENDA ITEM NO. 2 - APPROVAL OF NOVEMBER 25, 2024 SPECIAL MEETING MINUTES.**

With the approval of the Consent Agenda in a 7-0 vote, the Council approved the November 25, 2024 Special Meeting Minutes.

**CONSENT AGENDA ITEM NO. 3 - APPROVAL OF COUNTEROFFERS FOR REDUNDANT WATER SUPPLY LINE EASEMENTS FOR PARCELS #30 AND #61.**

With the approval of the Consent Agenda in a 7-0 vote, the Council approved the counteroffers for Redundant Water Supply Line Easements as outlined in the following memo:

**MEMORANDUM**

**TO: Summer Moore, City Manager**  
**FROM: Josh Beck, Public Works Director**  
**RE: Redundant Water Supply Line Easement Negotiations**  
**DATE: December 10, 2024**

As part of obtaining easements for the construction of the Redundant Water Supply Line, Public Works retained the services of Right of Way Consultants, LLC to negotiate with owners of parcels that will be affected by this project. Brad A. McKinney, our negotiator, has recently submitted several offers for Parcels #30 and #61, both of which have countered beyond the approved allowance.

For Parcel #30 (Parks Lawson), Brad McKinney was authorized to settle the easement up to \$3,800. This was based on the original cost of the easement and a reimbursement of \$1,800 for 3 trees including a 44" Oak, 8" Maple, and 24" Oak that will ultimately be removed. Brad McKinney received a counteroffer of \$6,000 from the owner based on the size of the trees and sentimental value since they were originally planted by his father.

For Parcel #61 (Oak Grove Baptist), City Council previously approved an offer up to \$3,700, which included the reimbursement of the brick mailbox based on several proposals provided. The church has presented a counteroffer of \$4,000.

**Request:**

Brad McKinney and staff have reviewed these requests and feel that they are acceptable. The cost alone to obtain appraisals and review appraisals would exceed the additional funds these property owners are requesting and potentially delay the project. Therefore, Public Works requests City Council accept the counteroffer of \$6,000 for Parcel #30 and \$4,000 for Parcel #61. (END OF MEMO)

**CONSENT AGENDA ITEM NO. 4 - APPROVAL OF AN AMENDMENT TO THE CITY'S JUNE 30, 2024 AUDIT CONTRACT.**

With the approval of the Consent Agenda in a 7-0 vote, the Council approved an amendment to the City's June 30, 2024 Audit Contract as outlined in the following memo:

**Memorandum – Audit Contract Amendment**

**To: Summer Moore, City Manager**  
**From: Chris Phillips, Asst. City Manager/Finance Director**  
**Date: December 2, 2024**

Attached is an amendment to contract to audit accounts. If the June 30, 2024 audit is not submitted by December 1, 2024 this amendment is necessary. The audit was not submitted because the auditors are waiting for correspondence from the bank. Once received, the audit will be submitted. In addition, there were additional single audit programs required for the audit this year. These additional program requirements have required a \$10,000 increase in the audit fee. That increase is part of this amendment as well.

Can you please add this to the Council meeting agenda for December. (*END OF MEMO*) (*A COPY OF THE AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.*)

*- End of Consent Agenda -*

**BOARDS & COMMISSIONS:**  
**DECEMBER APPOINTMENTS.**

City Manager Summer Moore distributed the ballots for the lone board appointment.

**PUBLIC COMMENTS.**

No one came forward for public comments.

**CITY MANAGER’S REPORT:**  
**MONTH OF DECEMBER.**

City Manager Summer Moore reviewed her written December City Manager’s Report, which follows with additional comments in italics:

**Date:** December 2, 2024  
**To:** Mayor Donald Gorham  
City Council Members  
**From:** Summer Moore, City Manager  
**Subject:** City Manager’s Monthly Report

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**City Council Upcoming Events:**

- Unifi Tour on Thursday, December 12<sup>th</sup>, at 3:00 p.m. Please meet at Unifi at 2:50 p.m.
- Citizens for Economic Development Christmas Banquet is on Thursday, December 19<sup>th</sup>, at 5:30 p.m. at the Farm House in Eden, NC.
- Annual City Council Retreat will be on Thursday, February 20<sup>th</sup>, from 8:30 a.m. to 12:30 p.m. and Friday, February 21<sup>st</sup>, from 8:30 a.m. to 12:30 p.m. at the Carriage House.
- NCLM Town and State Dinner will be held on Tuesday, February 25, 2025 at the Marriott in downtown Raleigh, NC.
- NCLM City Vision Conference is April 29-May 1, 2025 and will be in Greenville, NC.

### Employee Relations Committee:

- Quarterly Lunch and Learn meeting. This was held at the Reidsville Police Department on Thursday, November 21, from 12:00 p.m. to 1:00 p.m. and the topic was “The Power of a Positive Team.”
- The Battle of the Cup was held on Thursday, November 21<sup>st</sup> at the Parks and Recreation Center gym. This event included the best pie contest, basketball games and lip sync battle. Best pie was a tie between Public Works and the Police Department. The Police Department won the basketball championship game. The Best of Us won the lip sync battle. The Police Department won the overall Battle of the Cup for this day.

### Personnel Updates:

- Lead Building Inspector Neil McKinney resigned with the City of Reidsville effective November 30<sup>th</sup>. The City is working with Rockingham County to assist the City with building inspections until the City can hire a Lead Building Inspector.

### City Project Updates:

- **WTP Whole plant Generator and MCC Replacement Project:** Contracts have been executed and a pre-construction meeting was held on November 19<sup>th</sup>. Considerable discussion occurred during this meeting about the project. The engineer and the City are waiting for more information from the contractor before the City issues a notice to proceed (NTP). The project must be completed by December 31, 2026. The City is in contact with the engineer to see if options are available to speed up delivery of long lead times of equipment. The switchgear, for example, has an 83-week lead time and is projected to ship the end of July 2026.
- **WWTP BNR Project:** The dollar amount of the work completed and stored to date represents approximately 20 percent of the current contract amount. The project currently has 452 days remaining of the total contract time of 540 days, based on the October 25, 2024, date on the application for payment, and is therefore 16 percent complete with respect to time. The contractor left the project for a total of three weeks to assist the City of Hendersonville, NC following the impacts from Hurricane Helene. Currently, they are back onsite and working on structural footings and recirculation piping in aeration basin #1.
- **WWTP Headworks Project:** The dollar amount of the work completed and stored to date represents approximately 52 percent of the current contract amount. The project currently has 98 days remaining of the total contract time of 388 days, based on the October 31, 2024, date on the application for payment, and is therefore 75 percent complete with respect to time. Currently, the electricians are onsite running the necessary electrical underground in preparation for the equipment. Most of the electrical components for the project have shipped from Veolia, and the bar screen arrived earlier this week. The grit chambers and some other components have been delayed in shipping by approximately two weeks per the contractor.
- **Redundant Water Line:** Parcels that are required to be negotiated are 31 total. Settled parcels are four. We’ve closed and completed 12 parcels. Negotiations are continuing for the

remaining 15. Additional discussions on parcels #30 and 61 to be held at this month's City Council meeting. Offers on previously approved parcels #32 and #23 and 31A by Council will be delivered after the Thanksgiving Holidays.

- **Horse Park/Rural Ready:** The water line stub-out is complete and all outstanding punch list items have been signed up by the engineers. WithersRavenel has provided the contractor with a list of as-built requirements, and we are waiting on the completed survey. Warranties, O&Ms, and all other paperwork is still pending before we release any retainage still to be paid.

### **City Manager Updates:**

- Leaf season started November 4<sup>th</sup> and goes through January 10<sup>th</sup>. Please ensure that leaf piles are placed behind the curb line to minimize clogging of storm drainage. It's important that leaf piles are free of other foreign materials, such as limbs and trash, as these can clog our machines and slow progress. Also, allow plenty of room between leaf piles and on street vehicles to assist with maneuvering of our leaf collection equipment. Leaves collected and mulched by a lawn mower or similar equipment should be bagged and collected by our Sanitation Department. Our leaf crews follow their route schedules to the best of their ability.

### **Events/Meetings Attended:**

- 11/4 – Two-on-Two meetings with City Council.
- 11/5 – Virtual meeting with Auditing Firm and meeting with Sanritsu Logistics.
- 11/6 – Virtual meeting with DEQ in regards to generator project.
- 11/7 & 11/8 – Participated as an assessor for Developmental Associates to assist with the City Manager search for the City of Mebane.
- 11/12 – Employee Appreciation Committee meeting and Decorating Committee meeting; City Council meeting.
- 11/13 – Monthly Management Team meeting.
- 11/14-11/17 – Attended the National League of Cities meeting in Tampa, FL.
- 11/18 – Meetings to discuss holiday decorations and career ladder.
- 11/19 – Quarterly Mayors/Managers Dinner. Reidsville hosted this event at The Carriage House.
- 11/21 – Lunch and Learn presentation. Battle of the Cup Event at Parks and Recreation gym.
- 11/22 – Employee Appreciation Committee meeting.
- 11/25 – Special Called City Council Meeting
- 11/26 – Decorated downtown. *(END OF WRITTEN REPORT)*

### **COUNCIL MEMBERS' REPORTS.**

**Mayor Pro Tem Brown** – Mayor Pro Tem Brown reported attending the following: 11/19, YMCA Board Meeting; 12/2, Two-on-Two Meeting with Mayor and City Manager; 12/3, City Employee Christmas Luncheon at The Carriage House; 12/3, McLaurin Good Neighbor Association Meeting.



**Councilman Coates** - Councilman Coates reported attending the following: 11/4, Two-on-Two meeting; and 11/25, Special Called Meeting with City Manager.

**Councilman Martin** – Councilman Martin reported attending the same as Councilman Coates: 11/4, Two-on-Two meeting; and 11/25, Special Called Meeting with City Manager.

**Councilman Hairston** – Councilman Hairston reported attending the following: 11/19, the Human Relations Meeting and he rode on the City Float in the Christmas Parade.

**Councilwoman DeJournette** - No report.

**Councilmember Scoble** – She said she will submit her written report upon returning in town.

**Mayor Gorham** - Mayor Gorham reported attending the following: 11/14, Visited Lincoln Elementary School to tell third-graders about the Mayor's Job on Council; 11/15, Welcomed Lincoln Elementary third-graders to City Hall for a tour; 11/16, attended and made remarks at Mrs. Daisy Bell Stokers Graves 100<sup>th</sup> Birthday Celebration at Jerusalem Holiness Church; 11/17, attended the 150<sup>th</sup> Birthday Celebration of First Baptist Church on Hubbard Street; 11/17, the Harvey Dingle Day Service at Mount Herman Holiness Church; 11/18, the Alcora Ribbon Cutting; 11/19, the Mayor/Manager Meeting at The Carriage House in Reidsville; 11/20, the Ribbon Cutting for Realty One Group Results; 11/21, Lunch and Learn on Leadership and Teamwork at the RPD; 11/21, Battle of the Cup at the Reidsville Parks & Recreation; 11/21, Woodland Community Watch Meeting at the RPD; 11/22, Reidsville vs. East Rutherford at Reidsville High; 11/24, Christmas Parade in Downtown Reidsville; 11/25, Special Meeting of Reidsville City Council; 11/30, Kendre Harrison signing at Reidsville High School to attend Oregon; 12/2, Two-on-Two Meeting with Council; 12/3, Employee Luncheon at The Carriage House; 12/4, Met with Mrs. D. Lee at the Housing Authority in Reidsville as she shared some concerns; 12/5, Two-on-Two meeting with Councilman Hairston since he was not available for the 12/2 Meetings; 12/6, Hometown Christmas and Tree Lighting; 12/7, the Greensboro Christmas Parade.

**Since she was unable to attend, Chamber President Diane Sawyer had submitted the following Written Report: Upcoming Events-MLK Unity Breakfast**, on January 20, 2025, 9 a.m. Zion Baptist Church, 807 Piedmont Street, Reidsville (Tickets are \$15); **Annual Awards**, on February 5, 2025, 11:30 a.m.-1:00 p.m., The Penn House/Carriage House (Tickets are \$25). **Ribbon Cuttings - Reidsville Building Supply** on December 27, 2024, 9 a.m., 715 Way Street. **New Members** -Youth Haven. Coffee and Connections Countywide Coffee for January 2025 will be hosted by Rockingham Community College at the New Workforce Development Center, located at 215 Wrenn Memorial Road, Wentworth, NC from 8:00 a.m.-9 a.m. (Please note the time change.) (END OF WRITTEN REPORT)

#### **ANNOUNCEMENT OF BOARD & COMMISSION APPOINTMENTS.**

City Clerk Angela Stadler announced the following unanimous board and commission appointment: Bobby W. Powell of 642 King Street for a 12<sup>th</sup> term on the Reidsville Firemen's Relief Board. (A COPY OF THE BALLOTS ARE HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)

#### **MOTION TO GO INTO CLOSED SESSION PURSUANT TO NCGS 143-318.11(A)(3) TO PRESERVE THE ATTORNEY-CLIENT PRIVILEGE.**

Councilman Martin made the motion, seconded by Councilman Coates and unanimously approved by Council in 7-0, to go into closed session.

**MOTION TO ADJOURN.**

**Upon return to open session, Councilman Coates made the motion, seconded by Councilman Hairston and unanimously approved by Council in a 7-0 vote, to adjourn at approximately 7:53 p.m.**

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Donald L. Gorham, Mayor

ATTEST:

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Angela G. Stadler, CMC/NCCMC, City Clerk



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

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**TO:** The Honorable Mayor Gorham, Members of the  
Reidsville City Council, and Summer Woodard, City Manager  
**FROM:** Jason Hardin, AICP, Director of Planning & Community Development  
**DATE:** January 3, 2025  
**RE:** Voluntary Annexation Request for Property Off Gibbs Lake Rd.

Attached is a fully executed request by the owners of Rockingham County Tax Parcel #142535Z1 shown on the tax record as William F. McCleod Trustee and Dorothy S. Richardson Trustee to voluntarily annex 120.769 acres off Gibbs Lake Rd. This is a contiguous annexation as the city limit line already runs through a portion of the property. Due to the noncontroversial nature of this request, the City Clerk has reviewed the sufficiency of the petition, and the first two steps of the annexation have been combined. Therefore, with the agreement of City Council, a public hearing will be held at Council's February 11, 2025 meeting.

Council will need to approve the attached resolution directing the City Clerk to Investigate the petition, along with the resolution calling for the required public hearing at the February council meeting.

Enclosures

**PETITION FOR VOLUNTARY ANNEXATION**  
**Contiguous Property**

Date: 11/27/24

To the City Council of the City of Reidsville, Rockingham County, North Carolina:

1. We the undersigned owners of the real property respectfully request the area described in paragraph 2 below be annexed into the City of Reidsville, NC
2. The area to be annexed is contiguous to the City of Reidsville, NC and the boundaries of such territory are as follows:

BEGINNING AT A POINT ON THE SOUTHERN MARGIN OF FREEWAY DRIVE, WHERE THE EXISTING CITY OF REIDSVILLE LIMITS INTERSECT THE SOUTHERN MARGIN OF FREEWAY DRIVE, THENCE WITH THE SOUTHERN MARGIN OF FREEWAY DRIVE S28° 44' 28"E FOR A DISTANCE OF 417.84' TO A COMPUTED POINT; THENCE S29° 26' 59"E FOR A DISTANCE OF 81.43' TO A COMPUTED POINT ON THE WESTERN MARGIN OF GIBBS LAKE ROAD; THENCE CONTINUING WITH THE WESTERN MARGIN OF GIBBS LAKE ROAD IN A CURVE TO THE LEFT HAVING A RADIUS OF 108.14' AND CHORD BEARING OF S38° 04' 13"W FOR A CHORD DISTANCE OF 93.06' TO A COMPUTED POINT; THENCE IN A CURVE TO THE LEFT HAVING A RADIUS OF 833.03' AND A CHORD BEARING OF S8° 48' 59"W FOR A CHORD DISTANCE OF 109.44' TO A COMPUTED POINT; THENCE S5° 03' 00"W FOR A DISTANCE OF 309.15' TO A COMPUTED POINT; THENCE IN A CURVE TO THE RIGHT HAVING A RADIUS OF 808.00' AND A CHORD BEARING OF S10° 55' 56"W FOR A CHORD DISTANCE OF 165.61' TO A COMPUTED POINT; THENCE S16° 48' 51"W FOR A DISTANCE OF 456.57' TO A COMPUTED POINT; THENCE IN A CURVE TO THE RIGHT HAVING A RADIUS OF 3,595.00' AND CHORD BEARING OF S19° 02' 22"W FOR A CHORD DISTANCE OF 279.17' TO A COMPUTED POINT; THENCE S21° 15' 53"W FOR A DISTANCE OF 369.08' TO A COMPUTED POINT, THENCE IN A CURVE TO THE LEFT HAVING A RADIUS OF 640.00' AND A CHORD BEARING OF S13° 16' 17"W WITH A CHORD DISTANCE OF 177.99' TO A COMPUTED POINT; THENCE S5° 16' 41"W FOR A DISTANCE OF 165.65' TO A COMPUTED POINT; THENCE IN A CURVE TO THE RIGHT HAVING A RADIUS OF 2616.00' AND CHORD BEARING OF S6° 40' 26"W WITH A CHORD DISTANCE OF 127.45' TO A COMPUTED POINT; THENCE S8° 04' 11"W FOR A DISTANCE OF 33.73' TO A COMPUTED POINT; THENCE S81° 55' 49"E FOR A DISTANCE OF 28.55' TO A COMPUTED POINT IN THE CENTERLINE OF THE END OF GIBBS LAKE ROAD, THENCE LEAVING THE RIGHT OF WAY OF GIBBS LAKE ROAD S1° 30' 18"W FOR A DISTANCE OF 86.31' TO AN EXISTING IRON PIPE, A COMMON CORNER WITH LURZ PROPERTY; THENCE S17° 41' 29"E FOR A DISTANCE OF 175.32' TO AN IRON PIPE; THENCE S49° 30' 53"E FOR A DISTANCE OF 301.63' TO AN IRON PIPE THE NORTHWESTERN CORNER OF THE GROGAN FAMILY FARM LLC PROPERTY; THENCE WITH THE NORTHERN MOST LINE OF THE GROGAN FAMILY FARM LLC PROPERTY S86° 28' 55"W FOR A DISTANCE OF 1482.39' TO AN IRON PIPE, A REAR CORNER OF LOT 8 OF THE OAK HILL SUBDIVISION RECORDED IN PLAT BOOK 11, PAGE 72; THENCE WITH THE



REAR LINES OF OAK HILL SUBDIVISION LOTS THE FOLLOWING COURSES AND DISTANCES, N79° 07' 36"W FOR A DISTANCE OF 197.91' TO AN IRON PIPE; S50° 01' 48"W FOR A DISTANCE OF 142.29' TO A COMPUTED POINT; S86° 20' 52"W FOR A DISTANCE OF 108.58' TO AN IRON PIPE; THENCE S42° 53' 49"W FOR A DISTANCE OF 136.27' TO AN IRON PIPE; THENCE LEAVING THE OAK HILL SUBDIVISION ALONG BOBBY LEE HUFFMAN PROPERTY N83° 00' 11"W FOR A DISTANCE OF 415.28' TO A IRON PIPE; THENCE N83° 01' 02"W FOR A DISTANCE OF 355.52' TO AN IRON PIPE, A COMMON CORNER WITH STEVE CROUSE PROPERTY; THENCE N3° 40' 24"E FOR A DISTANCE OF 107.35' TO AN IRON PIPE ON THE WESTERN LINE OF THE CROUSE PROPERTY; THENCE WITH THE LINE OF WENDY PRUIT N28° 20' 43"E FOR A DISTANCE OF 1169.26' TO AN IRON PIPE; THENCE N87° 43' 45"W FOR A DISTANCE OF 489.25' TO AN AXLE FOUND; THENCE N3° 45' 13"E FOR A DISTANCE OF 601.40' TO AN AXLE, A COMMON CORNER WITH GERARD LETOURNEAU; THENCE N89° 49' 48"E FOR A DISTANCE OF 620.55' TO A DISTURBED IRON PIPE; THENCE N89° 46' 44"E FOR A DISTANCE OF 789.26' TO A STONE, A COMMON CORNER WITH MELVIN BLACKWELL; THENCE N35° 45' 49"E FOR A DISTANCE OF 1922.81' TO A POINT ON THE SOUTHERN LINE OF 87 PROPERTIES BOUNDARY; THENCE S56° 55' 56"E FOR A DISTANCE OF 141.82' TO THE POINT AND PLACE OF BEGINNING, CONTAINING 120.769 ACRES, MORE OF LESS.

3. A survey plat is attached showing the area proposed for annexation in relation to the primary corporate limits of the City of Reidsville, NC.

PROPERTY INFORMATION:

Location: Off Gibbs Lake Rd.

Parcel No.: 142535Z1

Property Owner Mailing Address: 2313 Belmont Dr.

Reidsville, NC 27320-6805

Owner Signature:

*see attached...*

(insert name)

(Signature)

Owner Signature:

\_\_\_\_\_

(Signature)

(insert name other names, if applicable)

Received by the Director of Planning & Community Development, City of Reidsville, NC

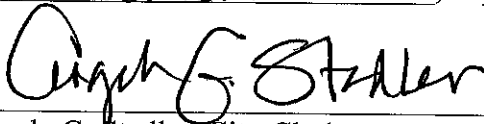
on December, 3, 2024.



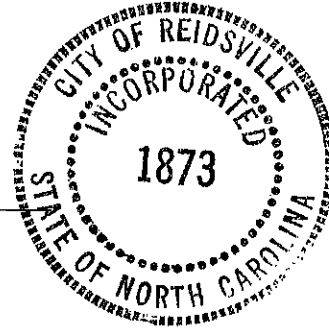
Jason Hardin, Director of Planning & Community Development

Received by the City Clerk, City of Reidsville, N.C.

on December 3, 2024.



Angela G. Stadler, City Clerk



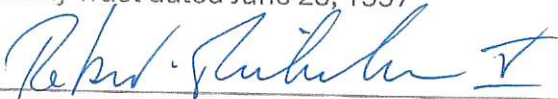
Owner Signatures:

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William F. McLeod, Jr., Co-Trustee of the G. Irvin Richardson  
Family Trust dated June 23, 1997

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Dorothy S. Richardson, Co-Trustee of the G. Irvin Richardson  
Family Trust dated June 23, 1997



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Robert P. Richardson, V, Trustee of the Robert P. Richardson, IV  
Revocable Trust dated July 27, 2005

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Peter Duane Vieth, by and through William F. McLeod, Jr.  
Attorney-in-Fact

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Gwendolyn P. Vieth, by and through William F. McLeod, Jr.  
Attorney-in-Fact

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Robert Richardson Vieth, by and through William F. McLeod, Jr.  
Attorney-in-Fact

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Jane Vieth Merlo, by and through William F. McLeod, Jr.  
Attorney-in-Fact

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William H. Merlo, by and through William F. McLeod, Jr.  
Attorney-in-Fact

Owner Signatures:

William F. McLeod, Jr. - Co-Trustee

William F. McLeod, Jr., Co-Trustee of the G. Irvin Richardson  
Family Trust dated June 23, 1997

Dorothy S. Richardson - Co-Trustee

Dorothy S. Richardson, Co-Trustee of the G. Irvin Richardson  
Family Trust dated June 23, 1997

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Robert P. Richardson, V, Trustee of the Robert P. Richardson, IV  
Revocable Trust dated July 27, 2005

Peter Duane Vieth by: William F. McLeod, Jr. - Atty-in-Fact

Peter Duane Vieth, by and through William F. McLeod, Jr.  
Attorney-in-Fact

Gwendolyn P. Vieth by: William F. McLeod, Jr. - Atty-in-Fact

Gwendolyn P. Vieth, by and through William F. McLeod, Jr.  
Attorney-in-Fact

Robert Richardson Vieth by: William F. McLeod, Jr. - Atty-in-Fact

Robert Richardson Vieth, by and through William F. McLeod, Jr.  
Attorney-in-Fact

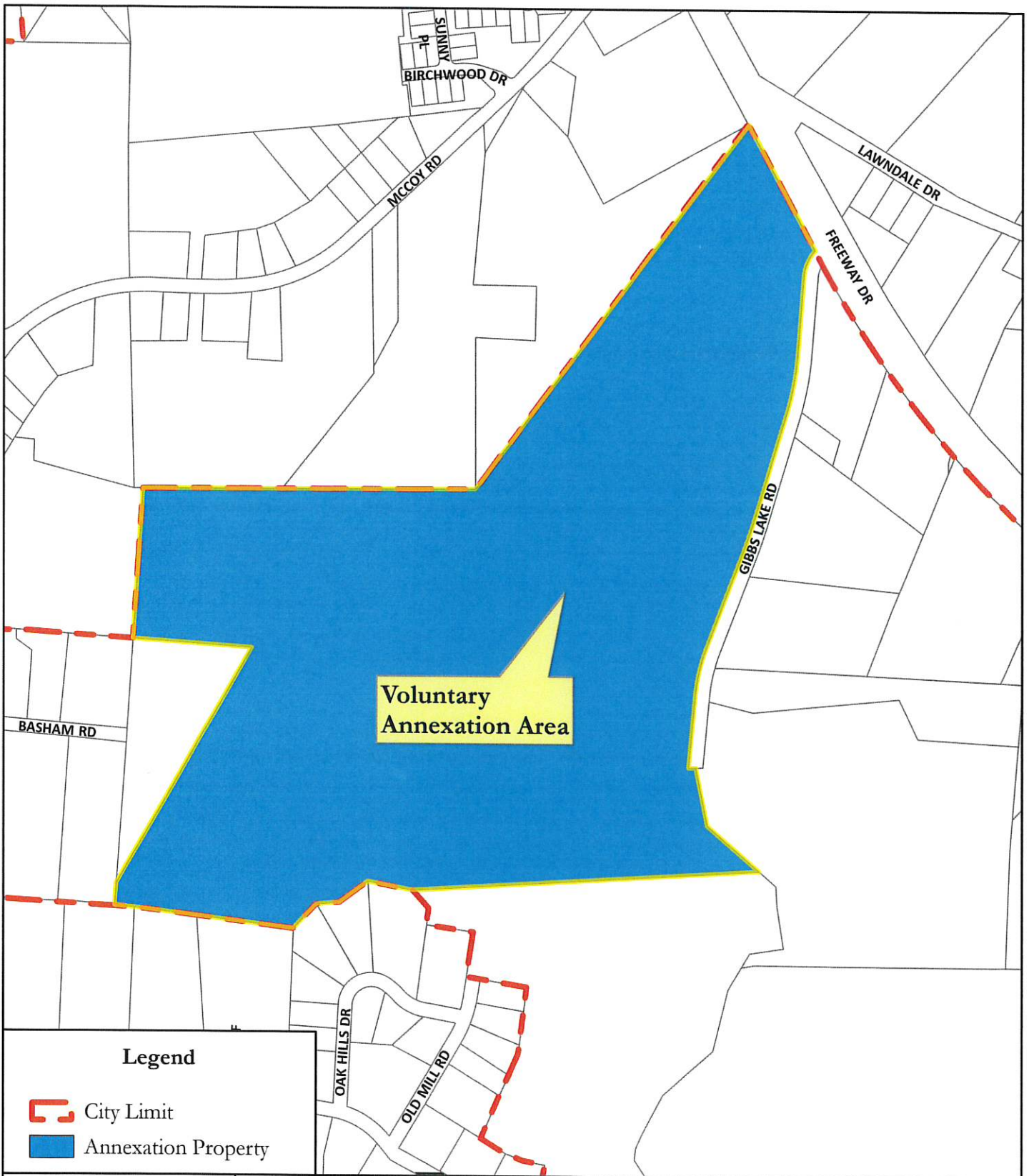
Jane Vieth Merlo by: William F. McLeod, Jr. - Atty-in-Fact

Jane Vieth Merlo, by and through William F. McLeod, Jr.  
Attorney-in-Fact



William H. Merlo by: William F. McLeod, Jr. - Atty-in-Fact

William H. Merlo, by and through William F. McLeod, Jr.  
Attorney-in-Fact





**Legend**

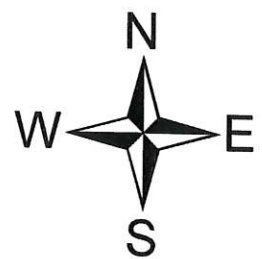
-  City Limit
-  Annexation Property

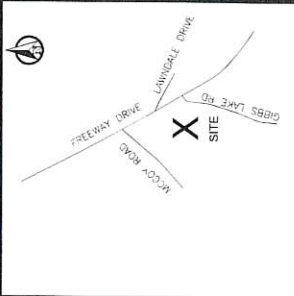
**Gibbs Lake Rd. Parcel: #142535Z1  
Voluntary Annexation Request**

Prepared by: City of Reidsville  
Dept. of Planning & Community Development  
Planning & GIS Division

1/3/2025

Disclaimer: the City of Reidsville shall not be held liable for any error in this data. This includes any omission, positional accuracy, or any error of any kind. This document cannot be construed to be a legal document.





VICINITY MAP  
(NOT TO SCALE)

**REVIEW OFFICER CERTIFICATION**

STATE OF NORTH CAROLINA,  
ROCKINGHAM COUNTY

COUNTY CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATE RELATES COMES WITHIN THE REQUIREMENTS FOR RECORDING.

DATE: \_\_\_\_\_  
REVIEW OFFICER: \_\_\_\_\_

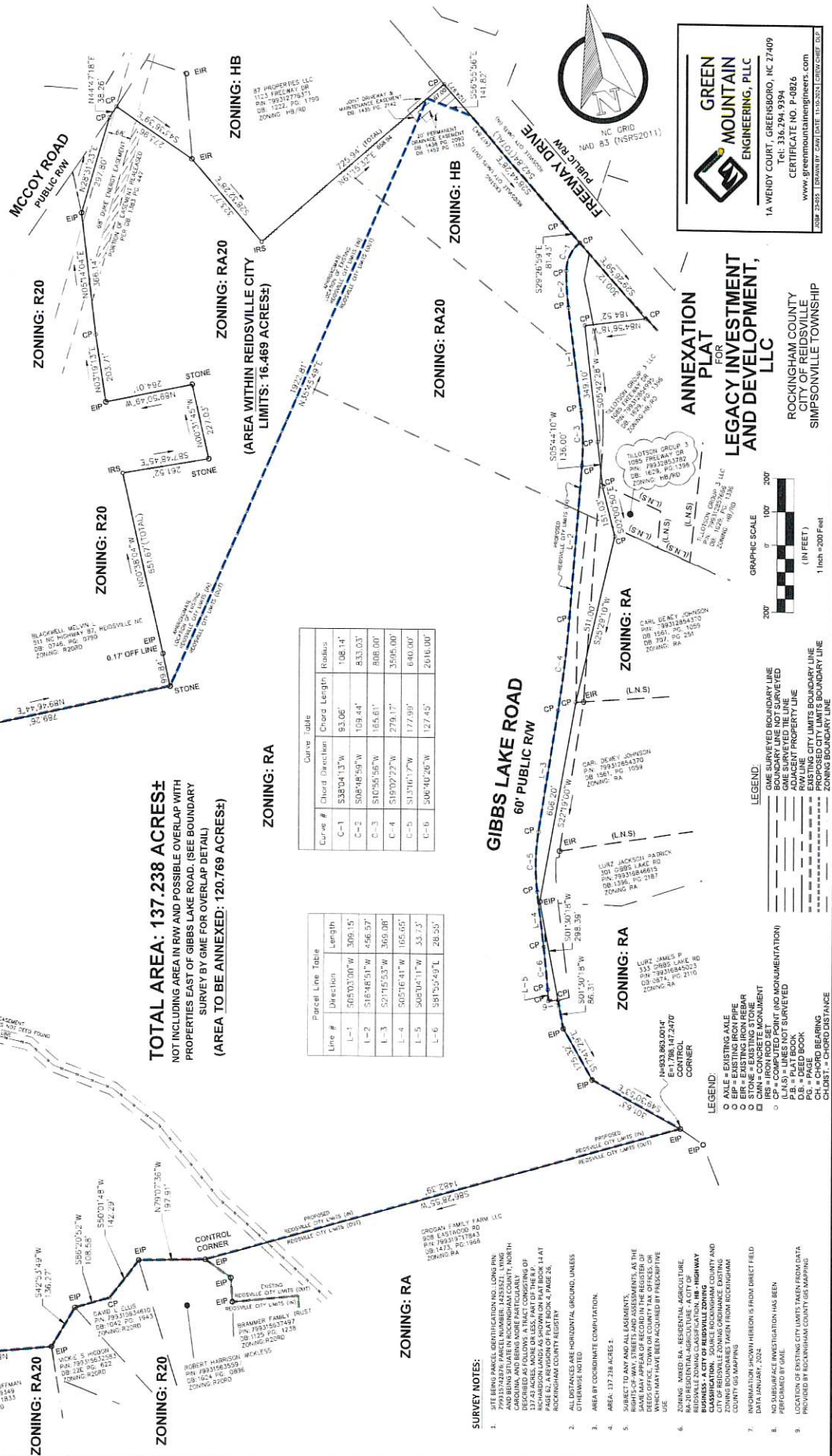


**SURVEYOR CERTIFICATE**

I, ROBERT L. HARTMANN, CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT ACCURATELY REPRESENTS THE FIELD SURVEY AND THE INFORMATION THEREON. I AM A LICENSED SURVEYOR IN THE STATE OF NORTH CAROLINA, LICENSE NO. L-3884, EXPIRES 12/31/2023.

DATE OF PLAN OR MAP: 11/30/2023

WINKEL C. TOWNSEND, P.S., L3384  
GREEN MOUNTAIN ENGINEERING, PLLC  
GREENSBORO, NC 27409  
TEL: 336-344-9394



**TOTAL AREA: 137,238 ACRES±**  
NOT INCLUDING AREA IN RW AND POSSIBLE OVERLAP WITH PROPERTIES EAST OF GIBBS LAKE ROAD. (SEE BOUNDARY SURVEY BY GME FOR OVERLAP DETAIL)

**(AREA TO BE ANNEXED: 120,769 ACRES±)**

**Curve Table**

Curve #	Chord Direction	Chord Length	Radius
C-1	S38°04'13"W	93.06'	106.14'
C-2	S08°48'58"W	109.44'	833.03'
C-3	S10°56'58"W	185.61'	RRE.00'
C-4	S19°00'27"W	279.11'	3595.00'
C-5	S13°06'17"W	177.99'	640.00'
C-6	S06°40'26"W	127.45'	210.00'

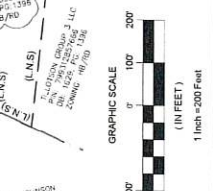
**Parcel Line Table**

Line #	Direction	Length
L-1	S05°03'00"W	309.15'
L-2	S16°48'51"W	446.93'
L-3	S27°15'53"W	369.08'
L-4	S05°16'41"W	165.65'
L-5	S08°04'11"W	33.73'
L-6	S91°55'49"E	28.55'

**GIBBS LAKE ROAD**  
60' PUBLIC RW

**ANNEXATION PLAN**  
FOR  
**LEGACY INVESTMENT AND DEVELOPMENT, LLC**

1A WENDY COURT, GREENSBORO, NC 27409  
Tel: 336.294.9394  
CERTIFICATE NO. P-0826  
www.greenmountainengineers.com  
COMP. 25-55 | DRAWING: 2401 DATE: 11-30-2023 | DRAWING: 2401



**LEGEND:**

- AXLE = EXISTING AXLE
- CP = COMPUTED POINT (NO MONUMENTATION)
- DB = DEED BOOK
- DIR = DIRECTION
- EIP = EXISTING IRON REBAR
- EP = EXISTING POINT
- IRB = IRON ROD SURVEY MONUMENT
- IRP = IRON ROD SURVEY POINT
- PL = PLAT BOOK
- PROPOSED CITY LIMITS BOUNDARY LINE
- PROPOSED COUNTY LIMITS BOUNDARY LINE
- CHLRT = CHORD BEARING
- CHLST = CHORD LENGTH

**SURVEY NOTES:**

- SITE BEING PARCEL IDENTIFICATION NO. LONG P.N. 799187427478 PARCEL NUMBER, 4285282, 12186, 12187, 12188, 12189, 12190, 12191, 12192, 12193, 12194, 12195, 12196, 12197, 12198, 12199, 12200, 12201, 12202, 12203, 12204, 12205, 12206, 12207, 12208, 12209, 12210, 12211, 12212, 12213, 12214, 12215, 12216, 12217, 12218, 12219, 12220, 12221, 12222, 12223, 12224, 12225, 12226, 12227, 12228, 12229, 12230, 12231, 12232, 12233, 12234, 12235, 12236, 12237, 12238, 12239, 12240, 12241, 12242, 12243, 12244, 12245, 12246, 12247, 12248, 12249, 12250, 12251, 12252, 12253, 12254, 12255, 12256, 12257, 12258, 12259, 12260, 12261, 12262, 12263, 12264, 12265, 12266, 12267, 12268, 12269, 12270, 12271, 12272, 12273, 12274, 12275, 12276, 12277, 12278, 12279, 12280, 12281, 12282, 12283, 12284, 12285, 12286, 12287, 12288, 12289, 12290, 12291, 12292, 12293, 12294, 12295, 12296, 12297, 12298, 12299, 12300, 12301, 12302, 12303, 12304, 12305, 12306, 12307, 12308, 12309, 12310, 12311, 12312, 12313, 12314, 12315, 12316, 12317, 12318, 12319, 12320, 12321, 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**A2025-01**

**RESOLUTION DIRECTING THE CLERK  
TO INVESTIGATE A PETITION RECEIVED  
UNDER G.S. 160A-31**

**WHEREAS**, a petition requesting annexation of an area described in said petition was received on December 3, 2024 by the City Council of the City of Reidsville; and

**WHEREAS**, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

**WHEREAS**, the City Council of the City of Reidsville deems it advisable to proceed in response to this request for annexation;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Reidsville that:

The City Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the City Council the result of her investigation.

This the 14<sup>th</sup> day of January, 2025.

---

Donald L. Gorham  
Mayor

ATTEST:

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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

A2025-01

## CERTIFICATE OF SUFFICIENCY

To the City Council of the City of Reidsville, North Carolina:

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

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Reidsville, this 7<sup>th</sup> day of January, 2025.



Angela G. Stadler, CMC/NCCMC  
City Clerk





A2025-01

**RESOLUTION FIXING DATE OF PUBLIC HEARING  
ON QUESTION OF ANNEXATION  
PURSUANT TO G.S. 160A-31  
*Off Gibbs Lake Road  
Parcel #142535Z1***

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

**WHEREAS**, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

**WHEREAS**, certification by the City Clerk as to the sufficiency of the petition has been made;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Reidsville, North Carolina that:

**Section 1.** A public hearing on the question of annexation of the area described herein will be held at Reidsville City Hall, 230 West Morehead Street, at 6:00 P.M. on Tuesday, February 11, 2025.

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

Beginning at a point on the southern margin of Freeway Drive, where the existing City of Reidsville limits intersect the southern margin of Freeway Drive, thence with the southern margin of Freeway Drive S28° 44' 28"E for a distance of 417.84' to a computed point; thence S29° 26' 59"E for a distance of 81.43' to a computed point on the western margin of Gibbs Lake Road; thence continuing with the western margin of Gibbs Lake Road in a curve to the left having a radius of 108.14' and chord bearing of S38° 04' 13"W for a chord distance of 93.06' to a computed point; thence in a curve to the left having a radius of 833.03' and a chord bearing of S8° 48' 59"W for a chord distance of 109.44' to a computed point; thence S5° 03' 00"W for a distance of 309.15' to a computed point; thence in a curve to the right having a radius of 808.00'

*“Live Simply. Think Big.”*

and a chord bearing of S10° 55' 56"W for a chord distance of 165.61' to a computed point; thence S16° 48' 51"W for a distance of 456.57' to a computed point; thence in a curve to the right having a radius of 3,595.00' and chord bearing of S19° 02' 22"W for a chord distance of 279.17' to a computed point; thence S21° 15' 53"W for a distance of 369.08' to a computed point, thence in a curve to the left having a radius of 640.00' and a chord bearing of S13° 16' 17"W with a chord distance of 177.99' to a computed point; thence S5° 16' 41"W for a distance of 165.65' to a computed point; thence in a curve to the right having a radius of 2616.00' and chord bearing of S6° 40' 26"W with a chord distance of 127.45' to a computed point; thence S8° 04' 11"W for a distance of 33.73' to a computed point; thence S81° 55' 49"E for a distance of 28.55' to a computed point in the centerline of the end of Gibbs Lake Road, thence leaving the right of way of Gibbs Lake Road S1° 30' 18"W for a distance of 86.31' to an existing iron pipe, a common corner with Lurz property; thence S17° 41' 29"E for a distance of 175.32' to an iron pipe; thence S49° 30' 53"E for a distance of 301.63' to an iron pipe the northwestern corner of the Grogan Family Farm LLC property; thence with the northern most line of the Grogan Family Farm LLC property S86° 28' 55"W for a distance of 1482.39' to an iron pipe, a rear corner of Lot 8 of the Oak Hill Subdivision recorded in Plat Book 11, page 72; thence with the rear lines of Oak Hill Subdivision lots the following courses and distances, N79° 07' 36"W for a distance of 197.91' to an iron pipe; S50° 01' 48"W for a distance of 142.29' to a computed point; S86° 20' 52"W for a distance of 108.58' to an iron pipe; thence S42° 53' 49"W for a distance of 136.27' to an iron pipe; thence leaving the Oak Hill Subdivision along Bobby Lee Huffman property N83° 00' 11"W for a distance of 415.28' to an iron pipe; thence N83° 01' 02"W for a distance of 355.52' to an iron pipe, a common corner with Steve Crouse property; thence N3° 40' 24"E for a distance of 107.35' to an iron pipe on the western line of the Crouse property; thence with the line of Wendy Pruitt N28° 20' 43"E for a distance of 1169.26' to an iron pipe; thence N87° 43' 45"W for a distance of 489.25' to an axle found; thence N3° 45' 13"E for a distance of 601.40' to an axle, a common corner with Gerard Letourneau; thence N89° 49' 48"E for a distance of 620.55' to a disturbed iron pipe; thence N89° 46' 44"E for a distance of 789.26' to a stone, a common corner with Melvin Blackwell; thence N35° 45' 49"E for a distance of 1922.81' to a point on the southern line of 87 properties boundary; thence S56° 55' 56"E for a distance of 141.82' to the point and place of beginning, containing 120.769 acres, more or less.

**Section 3.** Notice of the public hearing shall be published in *RockinghamNow*, a newspaper having general circulation in the City of Reidsville, at least ten (10) days prior to the date of the public hearing.

This the 14<sup>th</sup> day of January, 2025.

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Donald L. Gorham  
Mayor

ATTEST:

---

Angela G. Stadler, CMC/NCCMC  
City Clerk



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](mailto:Planning@reidsvillenc.gov)

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**MEMORANDUM**

**TO:** The Honorable Mayor Gorham, Members of the  
Reidsville City Council, and Summer Woodard, City Manager  
**FROM:** Jason Hardin, AICP, Director of Planning & Community Development  
**DATE:** December 5, 2024  
**RE:** Special Use Permit, Docket No. SP 2024-02

Clean Earth Specialty Waste Solutions, Inc. is requesting a Special Use Permit (SUP) for their facility located at 211 Rockingham Drive, Rockingham County Tax Parcel #157383. The request includes constructing a 10-day hazardous waste transfer facility within the existing principal structure. The property is zoned Industrial-2 (I-2, Heavy Industrial). Hazardous Waste Transfer Stations are allowed in I-2 per Article V, Section 3- Special Uses with approval a SUP.

The adjacent lots to the north are zoned Highway Business (HB) and Heavy Industrial (I-2). The abutting lot to the east is zoned Light Industrial (I-1). The abutting and adjacent lots to the west and south are zoned I-2. This area is characterized by a mix of industrial and highway commercial uses. The closest residential zoning or use is roughly 560+ feet to the northeast off Barnes St.

The standards in the Zoning Ordinance for Hazardous and Medical Waste Storage, Treatment and/or Transfer facilities in the I-2 district are as follows:

**Use:** **Hazardous and Medical Waste Storage, Treatment and/or Transfer Facility**  
(Facilities for storage, collection, transferring, or transporting of hazardous or radioactive, waste products not generated on site. Facilities for storage, collection, transferring, transporting or treating of medical waste products not generated on site as defined below.)

Classification of  
Hazardous Wastes

Product: Products shall be classified as hazardous waste according to the definition in use by the United States Environment Protection Administration, or medical waste as defined by 15A NCAC 13B.0101, medical waste for treatment utilizing the autoclaves include:

- Non-regulated medical waste which is solid waste that is generated in the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto, or in the production of testing of biologicals, such materials may include bandages, dressings, gowns, gloves, linens, and clothing.
- Blood and Body fluids such as liquid blood, serum, plasma, other blood products, spinal fluids and pleural and peritoneal fluids.
- Shards which are needles, syringes, scalpel blades, syringes, capillary tubes, slides and slip covers, auto injectors, exposed ends of dental wires and other objects that can penetrate the skin.
- Pathological wastes including human tissues, organs, body parts, cultures and stocks of infectious agents, and animal carcasses is prohibited from treatment and storage.

**Record Keeping:** The owner or operator of the hazardous waste facility shall keep adequate records or manifests such that the type and amount of waste products on site or in transport or treatment within the jurisdiction of the City of Reidsville can be determined at all times. These records or manifests shall be available for inspection, upon request, by any official or representative of the City of Reidsville so designated by the City Council.

**Protection from Waste Discharge:** Adequate safeguards shall be provided to ensure that no discharge of waste products harmful to human health or the environment will occur. These safeguards shall include at least the following:

1. All storage tanks, storage yards, loading facilities, building or structures containing hazardous waste or medical waste products shall be located no closer than one hundred (100) feet from any exterior property line.
2. Facilities must be designed, constructed, maintained and operated to minimize the possibility of a fire or explosion, or any unplanned sudden or non-sudden release of hazardous or medical waste products in air, soil, or surface water which could threaten human health or the environment.
3. Dikes or other structures shall be constructed such that all surface spills or discharges of hazardous waste products will be contained on site.

4. The owner or operator must prevent the unknowing entry, and minimize the possibility for the unauthorized entry of persons or livestock onto the active portion of the facility.
5. The petitioner shall agree that contingency plans will be developed upon receipt of a special use permit and submitted to the City of Reidsville before operation of the facility begins. These plans must describe the actions to be taken by local officials and City emergency and safety departments in response to fires, explosions, or any unplanned sudden or non-sudden release of hazardous waste products to air, soil, or surface water at the facility or while the hazardous and medical waste products are in transport within the jurisdiction of the City of Reidsville.

Odors: No obnoxious odors from the hazardous waste facilities shall be discernible on adjoining properties.

Off-Site Transport: As a prerequisite to the approval of a Special Use Permit, the City Council shall find that the use of the proposed facility will not endanger the safety of residential or other properties in the area; and that vehicular access to the storage or transferring facility will be provided from major thoroughfares and will not require the use of residential streets for access to the site.

Inspection: The owner or operator of the hazardous and medical waste facility shall allow authorized officials or representatives of the City of Reidsville access to the site and all facilities at any time and without prior notice. The purpose of such inspection shall only be to check for compliance with the provisions of the Special Use Permit.

The owner shall follow all regulations of the State of North Carolina and the City of Reidsville.

Monitoring: In the event of any assumed or actual accidental discharge of hazardous or medical waste, the petitioner shall agree to pay the cost of all monitoring and analyses of air, soil and surface or sub-surface water quality as may be deemed necessary by the Reidsville City Council to protect human health and the environment. The monitoring may take place on and/or off site

and shall be conducted by a certified laboratory which has no association with either the City of Reidsville or the petitioner.

**Insurance:** The owners of the hazardous and medical waste storage or transfer facility shall provide evidence that they have adequate liability insurance to cover the cost of all clean-up which may become necessary as the result of any spill or discharge of hazardous or medical wastes either during storage, transferring, transporting or treating of medical waste within the jurisdiction of the City of Reidsville.

**Required Buffers:** Where a hazardous and medical waste facility abuts a lot in a residential district or land occupied by any residential use permitted by this ordinance, there shall be provided and maintained along said property line, a continuous visual buffer. The buffer shall be a compact evergreen hedge or other type of evergreen foliage screening, or shall be a combined fence and shrubbery screen, the latter facing the residential use.

**Off-Street**

**Parking:** One (1) space for each two (2) employees on the largest shift and one (1) space for every truck to be stored or stopped simultaneously.

As you are aware, the Council must come to certain findings regarding the impact of the development on the area. These findings of fact are found in the Zoning Ordinance and are listed below. It is the applicant's responsibility to provide evidence and materials showing all standards required by the ordinance for the SUP are met. The Council 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 Council 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.



The planning staff recommend the following conditions be placed on the SUP:

1. The use shall be contained entirely within the existing principal structure.
2. The use shall comply with the Special Use criteria for Hazardous and Medical Waste Storage, Treatment and/or Transfer Facilities per the Reidsville Zoning Ordinance.
3. The use shall meet all standards of the North Carolina State Building and Fire Codes.

**PLANNING BOARD RECOMENDATION**

The Planning Board unanimously recommended the SUP to City Council for approval.

Enclosures



**FINDINGS OF FACT FOR SPECIAL USE PERMITS:**

Before the Special Use Permit, S 2024-02, can be granted the Council must find the following:

- (1) 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;
- (2) that the use meets all required conditions and specifications;
- (3) that the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity; and,
- (4) that 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 Comprehensive Plan for Reidsville and its surroundings.



The City of  
**Reidsville**  
North Carolina

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

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## SPECIAL USE PERMIT

There is hereby granted to Clean Earth Specialty Waste Solutions, Inc., 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 Clean Earth Specialty Waste Solutions, Inc. to operate a 10-day Hazardous Waste Transfer Facility at 211 Rockingham Drive, specifically Rockingham County Tax Parcel Number: 157383 with the following conditions:

1. The use shall be contained entirely within the existing principal structure.
2. The use shall comply with the Special Use criteria for Hazardous and Medical Waste Storage, Treatment and/or Transfer Facilities per the Reidsville Zoning Ordinance.
3. The use shall meet all the standards of the North Carolina State Building and Fire Codes.

Said property is zoned Heavy Industrial (I-2).

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 \_\_\_\_\_, 20\_\_\_\_,

by the CITY COUNCIL OF REIDSVILLE, N. C.

---

CITY CLERK  
ANGELA G. STADLER



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

## Application for Special Use Permit

**\*Must be submitted by email to planning@reidsvillenc.gov or mail (address above)\***

Date Submitted: \_\_\_\_\_ Application No.: \_\_\_\_\_ (Office Use)

Pursuant to the provisions of City of Reidsville Zoning Ordinance Article V, Section 3, the undersigned hereby makes formal application for a Special Use Permit.

The purpose of this Special Use Application is to allow the undersigned to use the property located at: 211 Rockingham Drive, Reidsville, NC 27320

For the following Use or Purpose: Operation of a 10-day hazardous waste transfer facility

Property Identification No. (PIN): 891300163948 Zoning District: 101

Property Acreage/ Square Footage: 14.753

Conditions Placed on application by Applicant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant's Name: James Gustavson (Clean Earth Specialty Waste Solutions, Inc.)  
Permitting Compliance Manager

Mailing Address: 211 Rockingham Drive

City, State, ZIP: Reidsville, NC 27320 Contact Phone Number: 401-430-5397

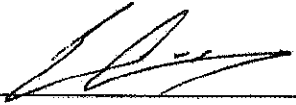
Property Owners Name: Edmund Jin

Mailing Address: 45875 Northport Loop East

City, State, ZIP: Freemont, CA 94538 Contact Phone Number: \_\_\_\_\_

An application has been duly filed requesting that the property involved in this application be issued a Special Use Permit for the uses(s) indicated in this Application. It is understood and acknowledged that if a Special Use Permit is issued as requested, the property involved in this request will be perpetually bound to the use(s) authorized and subject to such conditions as imposed, unless subsequently amended by the approving body (City Council or Board of Adjustment). It is further understood and acknowledged that final plans and operating conditions for any development on the property involved is binding, unless subsequently amended by the approving body (City Council or Board of Adjustment).

Signature of Applicant: *James Gustavson*

Signature of Property Owner: 

October 18, 2024

Secretary of Planning Board/Board of Adjustment/City Council  
City of Reidsville  
Reidsville, NC 27320

**RE: Special Use Permit for operation of a 10-hazardous waste transfer facility**

Dear Sir / Ma'am,

In the event of any assumed or actual accidental discharge of hazardous waste, the petitioner shall agree to pay the cost of all monitoring and analyses of air, soil and surface or sub-surface water quality as may be deemed necessary by the Reidsville City Council to protect human health and the environment. The monitoring may take place on and/or off site and shall be conducted by a certified laboratory which has no association with either the City of Reidsville or the petitioner.

Thank you,

  
\_\_\_\_\_

James Gustavson  
Permit Compliance Manager  
Clean Earth Environmental Solutions  
[jgustavson@cleanearthinc.com](mailto:jgustavson@cleanearthinc.com)  
M: 401-430-5397



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/01/2024

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).

<b>PRODUCER</b> Marsh USA LLC 30 South 17th Street Philadelphia, PA 19103  CN103174067-CEES-GAWUP-24-	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Insurance Co.</td> <td>19445</td> </tr> <tr> <td>INSURER B : AIU Insurance Co</td> <td>18399</td> </tr> <tr> <td>INSURER C : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER D : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Insurance Co.	19445	INSURER B : AIU Insurance Co	18399	INSURER C : Zurich American Insurance Company	16535	INSURER D : Lexington Insurance Company	19437	INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
<b>INSURED</b> Clean Earth Environmental Solutions, Inc 933 First Avenue, Ste. 200 King of Prussia, PA 19406															

**COVERAGES**                      **CERTIFICATE NUMBER:** CLE-006828426-18                      **REVISION NUMBER:** 7

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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			6547157	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7030964 (AOS)	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			AUC7364403-06	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	WC020396161 (AOS) SIR: \$750k	06/30/2024	06/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
B				WC020396161 (CA)	06/30/2024	06/30/2025	
A				XWC3332324 (OH, PA, WA)	06/30/2024	06/30/2025	
D	Excess Liability			62785768	06/30/2024	06/30/2025	Limit 15,000,000 Excess of 10,000,000

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

<b>CERTIFICATE HOLDER</b> Clean Earth Environmental Solutions, Inc 933 First Avenue Ste. 200 King of Prussia, PA 19406	<b>CANCELLATION</b> 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  <i>Marsh USA LLC</i>
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Marsh USA LLC		NAMED INSURED Clean Earth Environmental Solutions, Inc 933 First Avenue, Ste. 200 King of Prussia, PA 19406	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Contractors Professional and Pollution Liability

Carrier: Allied World Assurance Company US Inc., NAIC#: 19489  
 Policy: 0312-3010  
 Effective Date: 06/30/2024  
 Expiration Date: 06/30/2025  
 Per Incident \$10,000,000  
 Aggregate \$10,000,000  
 SIR: \$250,000

Pollution Legal Liability

Carrier: Allied World Assurance Company US Inc., NAIC#: 19489  
 Policy: 0312-3009  
 Effective Date: 06/30/2024  
 Expiration Date: 06/30/2025  
 Per Incident \$10,000,000  
 Aggregate \$10,000,000  
 SIR: \$250,000

Excess Contractors Professional & Pollution Legal Liability

Carrier: Nautilus Insurance Company  
 Policy #: FF2044037-10  
 Effective Date: 06/30/2024  
 Expiration Date: 06/30/2025  
 Limit: \$15m xs of \$10m



**Additional Named Insureds**

Clean Earth Environmental Solutions, Inc.

Harsco Corporation

PSC Environmental Services LLC

Clean Earth Specialty Waste Solutions, Inc.

Luntz Acquisition (Delaware), LLC

21st Century Environmental Management of Nevada, LLC

21st Century Environmental Management, LLC of Rhode Island

Chemical Pollution Control of Florida, LLC

Chemical Pollution Control, LLC of New York

Northland Environmental, LLC

General Environmental Management of Rancho Cordova LLC

Burlington Environmental, LLC

Solvent Recovery, LLC

PSC Recovery Systems, LLC

Republic Environmental Systems (Pennsylvania), LLC

Republic Environmental Systems (Transportation Group), LLC

Republic Environmental Recycling (New Jersey), Inc.

Nortru, LLC

Allworth, LLC

Rho-Chem, LLC

Chemical Reclamation Services, LLC

Phillip Reclamation Services, Houston, LLC

CleanEarth<sup>™</sup>●

**CleanEarth**

**10-Day Transfer Facility Site Plan**

# 10-Day Transfer Facility Site Plan

## Document History

### Document Location

This is a Reidsville facility specific plan designed specifically for the Reidsville Facility Team Members.

### Revision History

Date of this revision: 10/01/2024	Date of next revision: 10/01/2025
-----------------------------------	-----------------------------------

Revision Number	Revision Date	Summary of Changes	Author
000		Initial Development of Facility Site Plan.	Roger Horton

## Approvals

This document requires following approvals:

Name	Title
Richard Scheule	Regional Operations Director
Johnny Carter	General Manager

## Distribution

This document has been distributed to

Name	Title
Johnny Carter	General Manager
Roger Horton	Facility Manager
Kenneth Hall	Materials Manager

# 10-Day Transfer Facility Site Plan

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## 1. Introduction

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### 1.1 Purpose

This Site Plan describes the required procedures to be followed when receiving hazardous materials into the 10-Day transfer facility.

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### 1.2 Scope

This Site Plan specifically applies to Clean Earth team members working with 10-Day materials in the Reidsville facility. All 10-Day activities will primarily be conducted on the highbay side of the warehouse utilizing the 6 dock bays on the South side of the warehouse. These docks are surrounded by a 6 foot fence. Entry gates are locked when the facility is not operational.

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### 1.3 Training

All hazmat trained Clean Earth team members that bring material into or ship material out of the 10-day transfer facility will need to be trained on this procedure and be DOT Hazmat Certified.

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### 1.4 Required Forms/Logs

**10-Day Log**

**Attachment 1**

**Transfer Facility Manifest Tracking Form**

**Attachment 2**

---

### 1.5 Security

All facility docks are completely surrounded by a chain link fence to prevent after hours entry into the area. There are two vehicle gates that are locked when the facility is not operational. There are extra sets of keys in the Knox box at the front of the facility if emergency personnel need access after hours.

# 10-Day Transfer Facility Site Plan

## 2. Procedure for materials coming into the building.

Step	Action
1.0	Get original paperwork from the driver and make sure all required signatures are in place including generator signature and transporter signature.
2.0	Log all manifests into the electronic 10-day log.
3.0	Inspect the outside of the trailer to be sure wheels are chocked and it is safe to offload the containers.
4.0	Inspect interior of trailer to be sure it is safe to unload.
5.0	Once material is unloaded, verify piece count per manifest line. Inspect all containers for proper labeling and marking and insure there are no container integrity issues. If any of the containers have integrity issues, repack them into approved DOT rated containers.
6.0	Place all material in the designated 10-Day area. All 10-day material will be stored with a minimum of 2-feet of aisle space on each side of every row for container inspection and movement of personnel and any necessary equipment or supplies.
7.0	A daily Monday - Friday inspection will be conducted to assure there are no issues with the containers that are in transportation 10-Day area.
8.0	Prior to the allotted 10-day time frame, the material will be shipped to its destination facility. A copy of all 10-Day manifests will be kept on-site for at least 3 years
9.0	If there is a need for emergency response to mitigate or otherwise manage a spill on site in Reidsville, Shamrock Environmental will be utilized. The Shamrock Facility is located in Browns Summit NC which is approximately 15 minutes from the Reidsville facility.

# 10-Day Transfer Facility Site Plan

Employee parking area in the front and on the side of the Building.



Front side of Facility

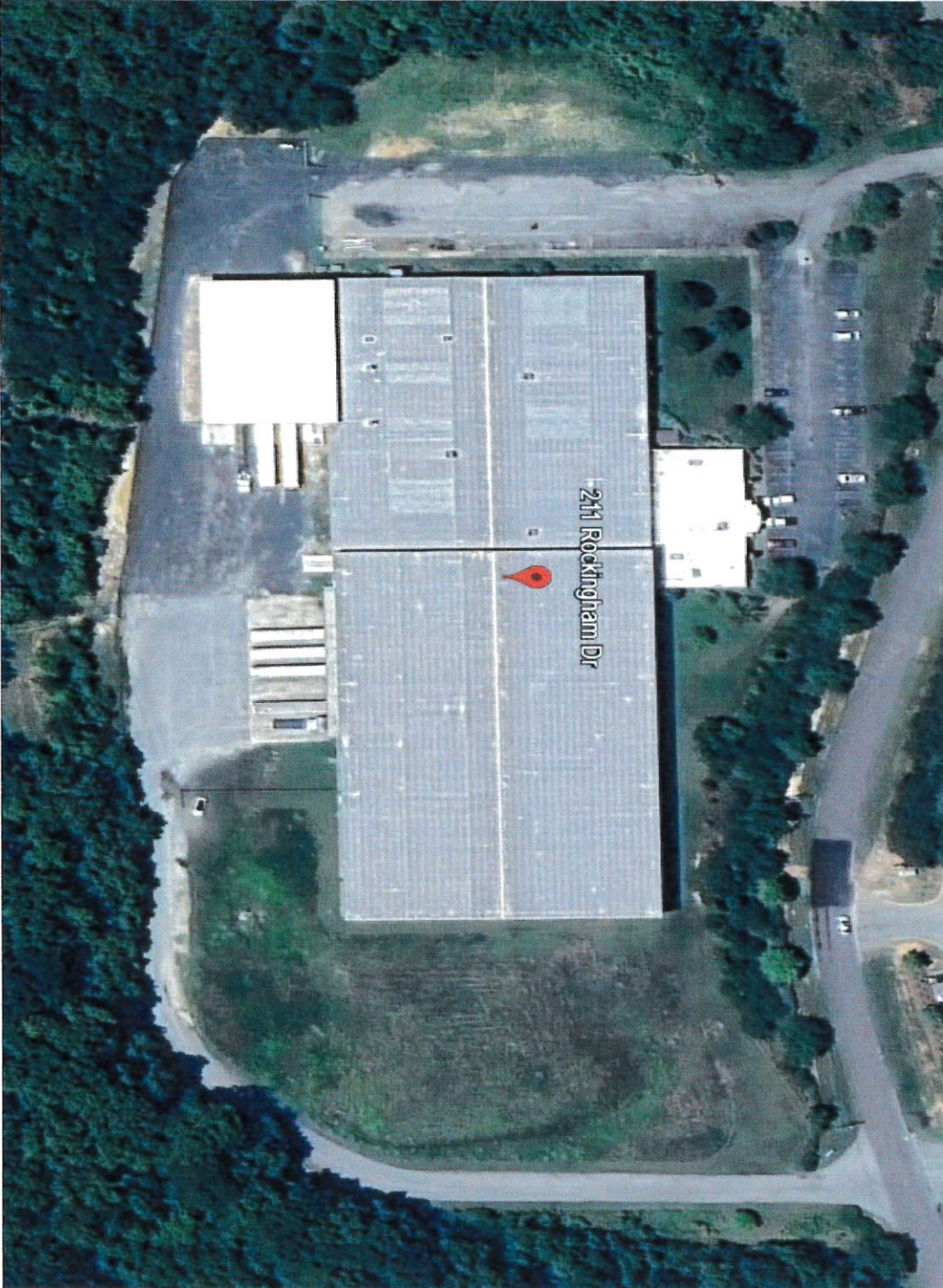




# 10-Day Transfer Facility Site Plan

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**Aerial view of facility.**









### The Transfer Facility Manifest Tracking Form

This is to confirm the following load/container(s) was dropped at:

Facility Name \_\_\_\_\_ EPA ID \_\_\_\_\_

Address \_\_\_\_\_

Transfer Facility #1  
Regulated \_\_\_\_\_ Non-Regulated \_\_\_\_\_ Number of containers \_\_\_\_\_

Trailer/Container #: \_\_\_\_\_ Order Number: \_\_\_\_\_

Manifest Number(s): \_\_\_\_\_

Manifest Number(s): \_\_\_\_\_

Drivers' Name \_\_\_\_\_ Drivers' Signature: \_\_\_\_\_ Date In: \_\_\_\_\_

Facility Representative \_\_\_\_\_ Signature: \_\_\_\_\_ Date In: \_\_\_\_\_

Drivers' Name \_\_\_\_\_ Drivers' Signature: \_\_\_\_\_ Date Out: \_\_\_\_\_

Facility #2 \_\_\_\_\_ EPA ID \_\_\_\_\_

Drivers' Name \_\_\_\_\_ Drivers' Signature: \_\_\_\_\_ Date In: \_\_\_\_\_

Facility Representative \_\_\_\_\_ Signature: \_\_\_\_\_ Date In: \_\_\_\_\_

Drivers' Name \_\_\_\_\_ Drivers' Signature: \_\_\_\_\_ Date Out: \_\_\_\_\_

Facility #3 \_\_\_\_\_ EPA ID \_\_\_\_\_

Drivers' Name \_\_\_\_\_ Drivers' Signature: \_\_\_\_\_ Date In: \_\_\_\_\_

Facility Representative \_\_\_\_\_ Signature: \_\_\_\_\_ Date In: \_\_\_\_\_

Drivers' Name \_\_\_\_\_ Drivers' Signature: \_\_\_\_\_ Date Out: \_\_\_\_\_

Facility #4 \_\_\_\_\_ EPA ID \_\_\_\_\_

Drivers' Name \_\_\_\_\_ Drivers' Signature: \_\_\_\_\_ Date In: \_\_\_\_\_

Facility Representative \_\_\_\_\_ Signature: \_\_\_\_\_ Date In: \_\_\_\_\_

Drivers' Name \_\_\_\_\_ Drivers' Signature: \_\_\_\_\_ Date Out: \_\_\_\_\_

Designated Facility: \_\_\_\_\_ Date In: \_\_\_\_\_

Drivers' Name \_\_\_\_\_ Drivers' Signature: \_\_\_\_\_

Facility Representative \_\_\_\_\_ Signature: \_\_\_\_\_ Date In: \_\_\_\_\_

# 10-Day Transfer Facility Site Plan

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**Aerial view of facility.**



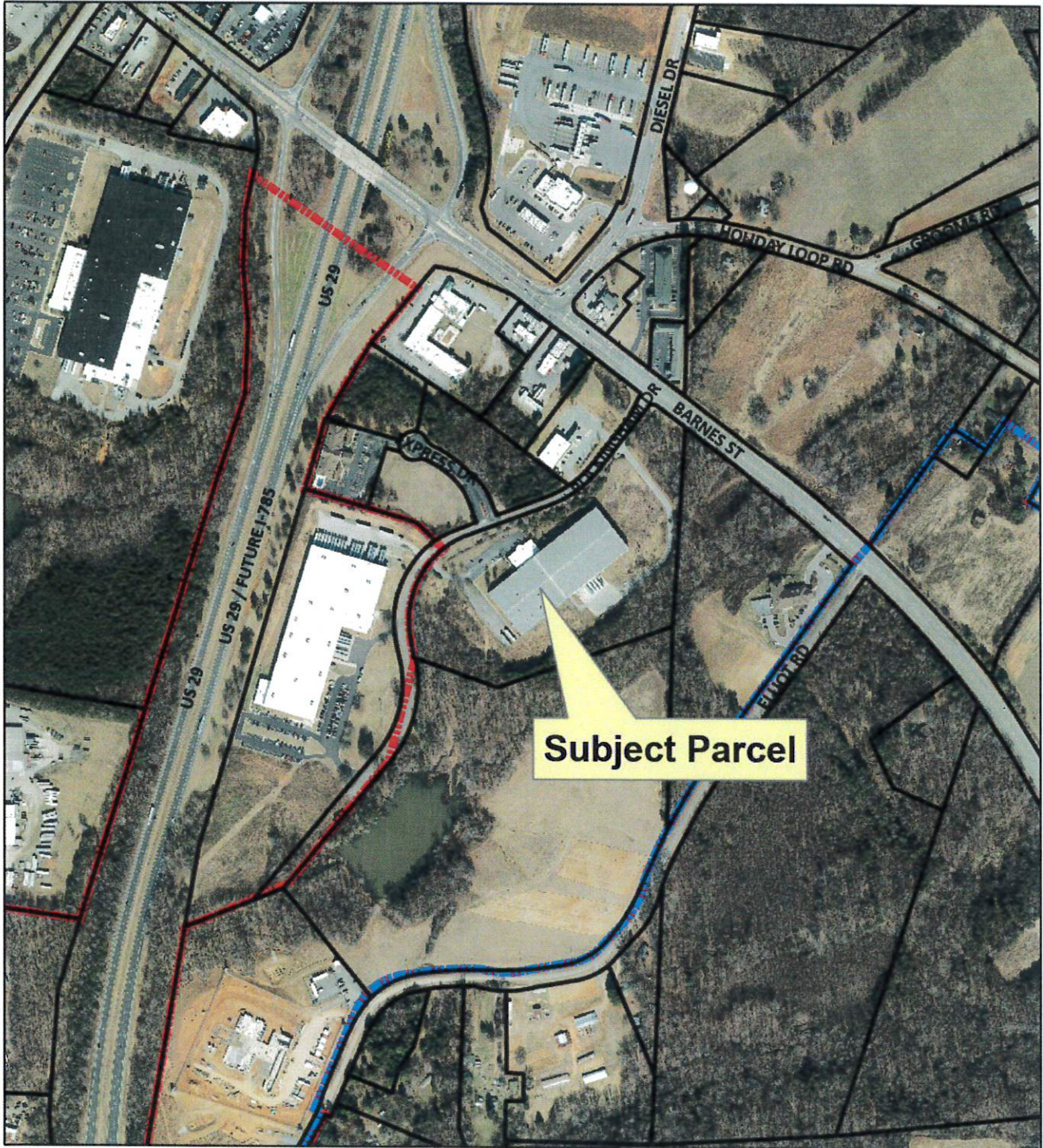


Request: SUP for  
Hazardous Waste  
Transfer Station



# City of Reidsville, NC Aerial Map



Docket No.: Sp 2024-02



## Legend

-  City Limits
-  ETJ Boundary



Prepared by:  
City of Reidsville  
Planning & GIS  
Date: 12/6/2024

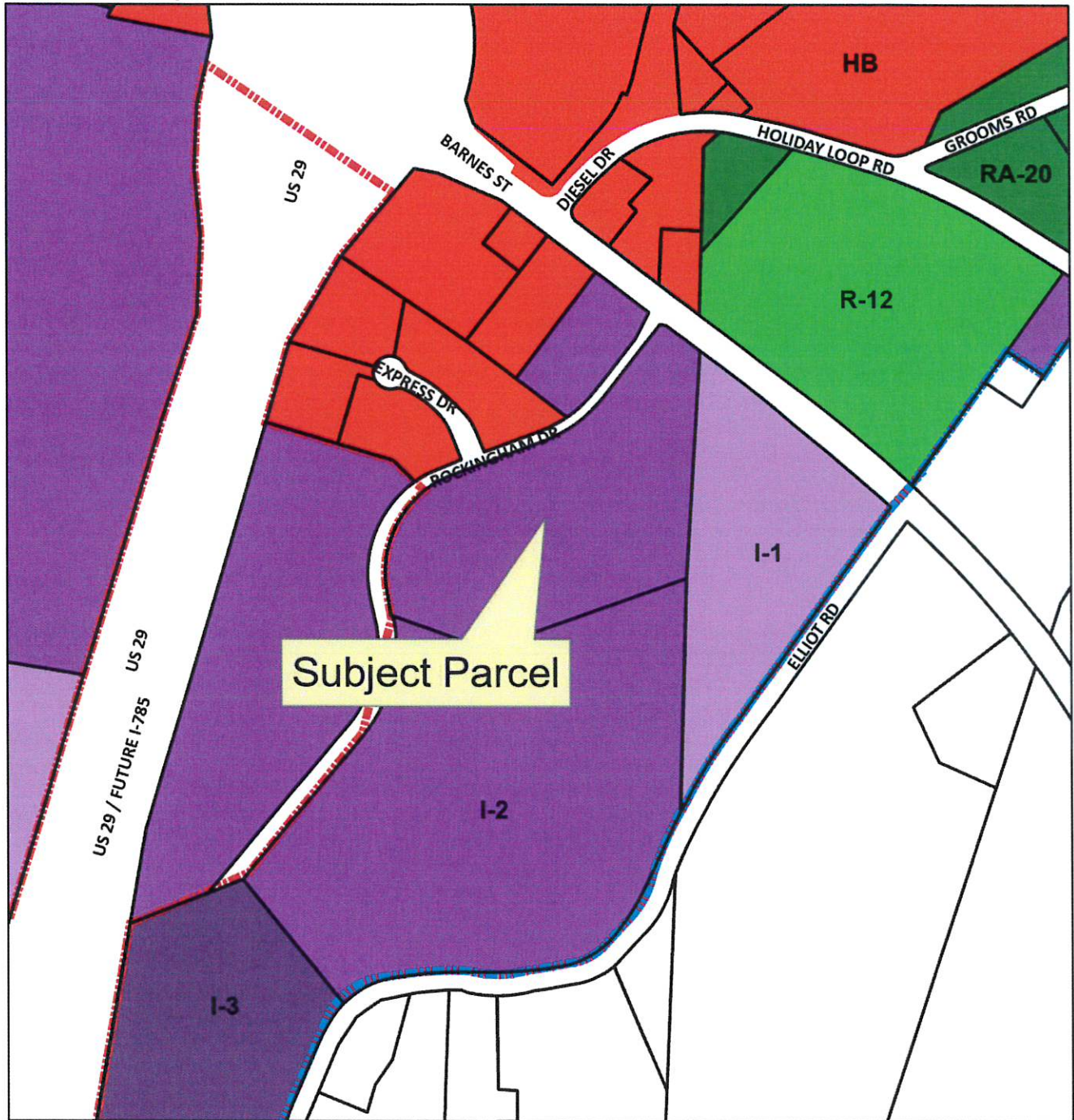


Request: SUP for  
Hazardous Waste  
Transfer Station

# City of Reidsville, NC Zoning Map



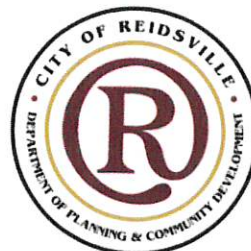
Docket No.: Sp 2024-02



**Legend**

**ZONING DISTRICTS**

- |       |          |              |
|-------|----------|--------------|
| C     | I-3      | CU RA-20     |
| O & I | R-6      | CU O & I     |
| CB    | R-12     | CU NB        |
| NB    | RS-12    | CU GB        |
| GB    | R-20     | CU HB        |
| HB    | RA-20    | CU I-1       |
| I-1   | CU R-6   | City Limits  |
| I-2   | CU R-12  | ETJ Boundary |
|       | CU RS-12 |              |



Prepared By:  
City of Reidsville  
Planning & GIS  
Date: 12/6/2024





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, January 14, 2025, at 6:00 P.M., in Council Chambers, City Hall, 230 West Morehead Street, Reidsville, North Carolina, to consider a Special Use Permit application to operate a Hazardous Waste Transfer Facility at 211 Rockingham Drive, Rockingham County Tax Parcel #157383, located in the Heavy Industrial (I-2) Zoning District. Clean Earth Specialty Waste Solutions Inc. is requesting to construct a 10-day hazardous waste transfer facility within the existing principal structure. (Docket No. SP 2024-02)

A copy of the proposed Special Use Permit further describing this request is available for public inspection in the Department of Planning & Community Development, City Hall, weekdays, from 8:30 a.m. to 5:00 p.m. Should you have any specific questions about this request, please feel free to contact the Planning & Community Development Department at 336-349-1065. Interested parties will be given the opportunity to address City Council during this public hearing.

This the 29<sup>th</sup> day of December, 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 1-800-735-2962 (TT).

**Rockingham Now Publish Dates: Sunday, December 29, 2024  
Sunday, January 5, 2025**

**Rockingham Now Classified Dept.: Bill CC (City Council)**

*“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

**MEMORANDUM**

**TO:** Pella Corporation  
Noble Investment, LLC  
State of North Carolina  
Edmund Jin & Eva Lu  
DV Wyoming, LLC  
Hina Hospitality, LLC  
Reidsville Veterinary

**FROM:** Angela G. Stadler, CMC/NCCMC, City Clerk *AGS*

**DATE:** December 23, 2024

**SUBJ:** Public Hearing – January 14, 2025

Notice is hereby given that a meeting and public hearing will be conducted by the Reidsville City Council on Tuesday, January 14, 2025, at 6:00 P.M., in Council Chambers, City Hall, 230 West Morehead Street, Reidsville, North Carolina, to consider a Special Use Permit application to operate a Hazardous Waste Transfer Facility at 211 Rockingham Drive, Rockingham County Tax Parcel #157383, located in the Heavy Industrial (I-2) Zoning District. Clean Earth Specialty Waste Solutions Inc. is requesting to construct a 10-day hazardous waste transfer facility within the existing principal structure. (Docket No. SP 2024-02)

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LIVE SIMPLY. THINK BIG.

## Department of Information Technology

230 West Morehead Street  
Reidsville, North Carolina 27320



---

### MEMORANDUM

Date: January 6, 2025  
To: Summer Moore, City Manager  
From: Shirrell Williams, Information Technology Director  
For: Mayor Donald Gorham and Members of the City Council  
Re: Update to IT Policy Prohibited Activities

---

City Manager Moore, Mayor Gorham and Members of City Council,

This memorandum provides an update regarding the IT policy addressing prohibited activities on government networks and devices, in accordance with recent legislative changes under G.S. 143-805.

#### **Key Provisions of the Updated Policy:**

##### **1. Viewing Pornography on Government Networks:**

Employees, elected officials, appointees, or students are prohibited from viewing pornography via the city's networks, regardless of whether they are using personal or government-owned devices. This prohibition applies to the use of any city-provided Wi-Fi or other government-maintained network.

##### **2. Viewing Pornography on Government-Controlled Devices:**

Under G.S. 143-805(b), public agencies are mandated to ensure that employees, elected officials, appointees, or students do not view pornography on devices owned, leased, maintained, or controlled by the local government. This applies irrespective of where the devices are used or the network to which they are connected. Personal devices, however, are exempt unless connected to government networks.

##### **3. Definition of "Device":**

For the purposes of this law, devices include cell phones, desktop computers, laptops, or any other electronic equipment capable of connecting to a network (G.S. 143-805(g)(1)).



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## Department of Information Technology

230 West Morehead Street  
Reidsville, North Carolina 27320



### **Exceptions to Prohibitions:**

Certain government employees and officials may need to access materials deemed "pornography" under the law to fulfill their official duties. Exceptions include:

- Investigating or prosecuting crimes or engaging in law enforcement training and related purposes.
- Identifying potential security or cybersecurity threats.
- Protecting human life.
- Establishing, testing, and maintaining firewalls and protocols to implement G.S. 143-805.
- Participating in judicial or quasi-judicial proceedings.
- Conducting or participating in externally funded research projects within The University of North Carolina system.
- Researching issues for drafting or analyzing state laws relevant to official duties.

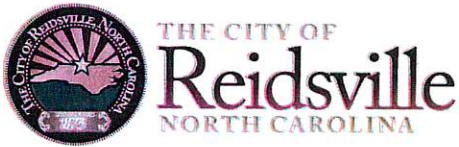
### **Implementation and Compliance:**

- All employees will be required to acknowledge receipt and understanding of this updated policy.
- IT systems will be monitored to ensure compliance with these regulations.
- Training sessions will be conducted to clarify permissible and prohibited activities under the new guidelines.

Please let me know if additional information or further clarification is required. We will ensure the necessary steps are taken to fully implement these changes in alignment with state law.

Sincerely,  
Shirrell Williams  
Information Technology Director





# TECHNOLOGY, COMPUTER USE, DIGITAL RESOURCES AND ACCESS POLICY

AMENDED JUNE 11, 2024

## Prohibited Activity

Certain activities are prohibited when using the City of Reidsville's internet and electronic communications media. Employees who engage in prohibited activities may be subject to disciplinary action according to this policy and the City's Personnel Policy.

Prohibited activities include, but are not limited to:

- Any use that is in violation of applicable local, state, and federal law
- Accessing, uploading, downloading, transmitting, printing, posting, or storing information with sexually explicit content as prohibited by law
- Accessing, uploading, downloading, transmitting, printing, posting, or storing fraudulent, threatening, obscene, intimidating, defamatory, harassing, discriminatory, or otherwise unlawful messages or images
- Installing or downloading computer software, programs, or executable files contrary to the existing policies is prohibited
- Accessing, uploading, downloading, transmitting, printing, communicating, or posting access-restricted City information, proprietary City information, sensitive City data or records, or copyrighted materials in violation of City or Departmental policy
- Using proprietary agency information, state data or records, and social media to locate City customers for personal reasons
- Posting information or sending electronic communications such as email using another's identity
- Permitting a non-employee user to use for purposes of communicating the message of some third-party individual or organization
- Texting, emailing, or using hand-held electronic communications devices while operating a City-owned vehicle in violation of local law or City policy
- Online gaming or sports betting
- Any other activities designated as prohibited by the City
- Viewing pornography on a government's networks applies regardless of whether an employee is using their personal device or a government-owned device. An employee must not view pornography on *any* device if they are doing so via the government's *networks* (e.g., the city Wi-Fi).
- The new G.S. 143-805(b) mandates that public agencies, the judicial branch, and the legislative branch "shall not permit" employees, elected officials, appointees or students to view pornography on devices owned, leased, maintained, or otherwise controlled by the local government, regardless of where those devices are used or what network is used to connect them to the internet. It does not, however, apply to personal cell phones or other personal devices that are owned by an employee, who is not on the government network.
- A cell phone, desktop or laptop computer, or other electronic equipment capable of connecting to a network constitutes a "device" for purposes of this law. G.S. 143-805(g)(1).





# TECHNOLOGY, COMPUTER USE, DIGITAL RESOURCES AND ACCESS POLICY

AMENDED JUNE 11, 2024

## Exceptions to the Prohibitions

- G.S. 143-805(d) carves out a list of exceptions to the prohibitions on allowing employees and officials to view pornography. Certain government employees and officials might need to view material that would be considered “pornography” under the new law to carry out their duties.
- Investigating or prosecuting crimes, offering or participating in law enforcement training, or performing actions related to other law enforcement purposes;
- Identifying potential security or cybersecurity threats;
- Protecting human life;
- Establishing, testing, and maintaining firewalls, protocols, and otherwise implementing G.S. 143-805;
- Participating in judicial or quasi-judicial proceedings;
- Conducting or participating in an externally funded research project at one of the constituent institutions of The University of North Carolina; or
- Researching issues related to the drafting or analysis of state laws as necessary to fulfill the requirements of the employee’s official duties.

## Section 4: E-Mail

An employee with access to the City’s electronic mail system is to use the system for official City business. The employee is to understand that electronic mail is not private and is subject to the public record laws. The employee is responsible to check for and respond to e-mail messages in a timely manner. The employee is to understand e-mail is not private, is not necessarily secure and may be a prime source for viruses from file attachments.

Prohibited uses of e-mail by City employees includes, but are not limited to, the following:

- Illegal activities
- Threats
- Harassments
- Slander
- Defamation
- Sexually obscene/offensive messages, materials, or images
- Racially offensive or derogatory material/messages
- Political endorsements
- Commercial activity is defined as buying/selling items or services for personal gain
- To send chain letters
- To send copies of documents in violation of copyright laws



LIVE SIMPLY. THINK BIG.

## Department of Information Technology

230 West Morehead Street  
Reidsville, North Carolina 27320



### MEMORANDUM

Date: January 6, 2025

To: Summer Moore, City Manager

From: Shirrell Williams, Information Technology Director

For: Mayor Donald Gorham and Members of the City Council

Re: Award of \$125,000 State and Local Cybersecurity Grant (SLCGP)

City Manager Moore, Mayor Gorham and Members of City Council,

I am pleased to announce that the City of Reidsville has been awarded a \$125,000 grant through the State and Local Cybersecurity Grant Program (SLCGP). This funding underscores our commitment to strengthening the City's cybersecurity infrastructure and protecting the integrity of our digital assets and systems.

The SLCGP grant will be utilized to implement key initiatives, including:

1. **Enhanced Network Security:** Upgrading firewalls, intrusion detection systems, and other critical infrastructure to safeguard against emerging threats.
2. **Employee Training:** Providing cybersecurity awareness training for all City employees to reduce the risk of phishing and other human-error vulnerabilities.
3. **Incident Response Enhancement:** To further strengthen our existing comprehensive incident response plan to ensure the City is prepared to address potential cyber threats effectively.
4. **Modernization of Legacy Systems:** Replacing outdated systems with more secure and efficient solutions.

This grant represents a significant step forward in our efforts to protect sensitive data and ensure the uninterrupted delivery of essential services to our residents. By investing in these critical areas, the City is proactively addressing the increasing challenges posed by cyber threats.

Thank you for your consideration for approval as well as your continued support of our efforts to enhance the City's technological capabilities.

Sincerely,  
 Shirrell Williams  
 Information Technology Director



**BUDGET ORDINANCE AMENDMENT NO. 7**

**WHEREAS**, the Mayor and City Council of the City of Reidsville adopted a budget ordinance on June 11, 2024 which established revenues and authorized expenditures for fiscal year 2024-2025; 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 recognize grant funds secured by the Information Technology Department and to appropriate those funds for capital expenses;

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and City Council of the City of Reidsville that the budget ordinance as adopted on June 11, 2024 is hereby amended as follows;

**Section 1.** That revenue account number 10-3431-9005, ICAC Grant, be increased by \$125,000.00.

**Section 2.** That expense account number 10-4210-5500, IT Capital, be increased by \$125,000.00.

This the 14th day of January, 2025.

\_\_\_\_\_  
Donald L. Gorham  
Mayor

ATTEST:

\_\_\_\_\_  
Angela G. Stadler, CMC/NCCMC  
City Clerk



NC Department of Public Safety  
EMERGENCY MANAGEMENT

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary  
William C. Ray, Director

**State and Local Cybersecurity Grant Program (SLCGP)**  
**Fiscal Year 2023**

AL#:97.137

Grant #: EMW-2023-CY-00066

**Memorandum of Agreement (MOA)**

**between**

**RECIPIENT**

State of North Carolina  
Department of Public Safety  
Emergency Management (NCEM)  
1636 Gold Star Dr  
Raleigh, NC 27607

**SUBRECIPIENT**

Reidsville, City of  
230 West Morehead Street  
Reidsville, NC 27320  
Tax ID/EIN #: 566001316  
UEID #: EBNMN93LKMR8

**MOA #:** 23SLCGP648

**Award amount:** \$125,000.00

**Cost center:** 102642-0-0-6023-19GH000601

**Period of performance (POP):** December 1, 2023 to February 28, 2027

**1. Purpose**

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) State and Local Cybersecurity Grant Program (SLCGP). More information about SLCGP is available at: [State and Local Cybersecurity Grant Program | FEMA.gov](#) and <https://www.ncdps.gov/SLCGP>.

This MOA is to set forth terms by which RECIPIENT shall provide SLCGP funding to SUBRECIPIENT to fund projects related to meeting State and Local Cybersecurity Objectives as identified in the Department of Homeland Security Notice of Funding Opportunity (NOFO) for FY2023 SLCGP. See Attachment 1 for a detailed description of the approved scope of work for the approved project(s) for this grant. The scope of work is the approved Application as submitted by SUBRECIPIENT with any amendments approved by RECIPIENT.

**2. Program Authorization and Regulations**

This MOA is authorized under the provisions of: (1) Section 2220A of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 665g), (2) *Infrastructure Investments and Jobs Appropriations Act* (Pub. L. No. 117-58), (3) FY 2023 SLCGP Notice of Funding Opportunity (NOFO), (4) applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations. By accepting this award, SUBRECIPIENT agrees to use these funds in a manner consistent with all applicable laws and regulations.

### 3. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS and NCEM for the purposes set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2023 SLCGP [NOFO](#), 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at <https://www.dhs.gov/dhs-grants> and <https://www.fema.gov/grants/guidance-tools>. Allowable costs are also subject to the approval of the State Administrative Agency (SAA) for the State of North Carolina, the Secretary of the Department of Public Safety.

### 4. Funding Eligibility Criteria

Federal funds administered through RECIPIENT (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive Cybersecurity preparedness posture program.

Local government entities are defined in [N.C.G.S. 159-44](#) as: “*counties; cities, towns, and incorporated villages; consolidated city-counties, as defined by G.S. 160B-2(1); sanitary districts; mosquito control districts; hospital districts; merged school administrative units described in G.S. 115C-513; metropolitan sewerage districts; metropolitan water districts; metropolitan water and sewerage districts; county water and sewer districts; regional public transportation authorities; and special airport districts.*” Community colleges are included in the definition of *local government entities* for purposes of FY23 SLCGP per [N.C.G.S. 143-800\(c\)\(1\)](#). Federally recognized tribes are also included as eligible local government pass-through entities per the FY23 SLCGP [NOFO](#).

Continued SLCGP funding is contingent upon completion of all SLCGP funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

SUBRECIPIENT must:

- A. Be established as a local government entity as defined above by appropriate resolution/ordinance.
- B. Have a Unique Identity ID (UEID) prior to any funds being released. UEID may be obtained from <http://www.sam.gov>.
- C. Ensure their organization is registered with the System for Award Management (SAM) and that their organization maintains an active SAM registration, i.e. renewed annually. Every applicant is required to have their name, address, and UEID up to date in SAM, and the UEID used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore, it is imperative that the information is correct, and that an active SAM registration is properly maintained.
- D. Complete any procurement(s) and expenditures no later than 02/28/27.
- E. Submit RFR with all required documentation attached. RFRs will not be processed unless/until annual report submissions are current. See SUBRECIPIENT paragraph 9.G. below.

### 5. Compensation

RECIPIENT agrees that it will pay SUBRECIPIENT compensation for eligible services rendered by SUBRECIPIENT. Payment to SUBRECIPIENT for expenditures under this MOA will be reimbursed after SUBRECIPIENT’s RFR is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided. Final RFR must be submitted no later 03/31/27, unless period of performance (POP) is extended. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to RECIPIENT no later than 45 days after the MOA has been submitted for execution.



This MOA shall be effective upon return of execution from SUBRECIPIENT and final approval by RECIPIENT. Upon final approval of this MOA by RECIPIENT, POP for this grant is 12/01/23 - 02/28/27. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received, and proof of payment is provided. Any unexpended grant funds remaining after end of POP revert to RECIPIENT.

SUBRECIPIENT:

- A. Understands and acknowledges that total funding level available under this MOA will not exceed the awarded amount. SUBRECIPIENT acknowledges that they are further prohibited from sub-granting these funds. Attachment 1 and any approved amendments constitute the approved scope of work for this grant award.
- B. Understands and agrees that funding shall be subject to the availability of appropriated funds, pursuant to N.C.G.S 143C-1-1. However, in the event of MOA termination due to lack of adequate appropriated funds, RECIPIENT will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.
- C. Must meet all funding requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 35 below regarding compliance.

**6. Conditions**

Funding is contingent upon completion of all funding requirements. The following conditions must be adhered to during the entire duration of the grant program.

- A. SUBRECIPIENT must:
  - i. Complete any procurements, expenditures, and receipt of goods or services within the POP. This includes software subscriptions, which even if paid for during the POP must be pro-rated so that the subscription period reimbursed is only for the duration of the POP.
  - ii. No Match Requirement. SUBRECIPIENT is not required to provide matching funds in cash or in-kind for this award.
  - iii. SUBRECIPIENT must submit requests for reimbursement with all required documentation attached in Salesforce. Once RECIPIENT is satisfied that SUBRECIPIENT has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center 102642-0-0-6023-19GH000601 in the North Carolina Financial System (NCFS). See SUBRECIPIENT paragraph 9.E.
- B. Required Documents/Forms. GRANTEE must submit the following documents to GRANTOR in Salesforce upon execution of this MOA. This is not required if GRANTEE has previously submitted these documents to GRANTOR for this or any other grant; however, if any of these documents are not current, GRANTEE must submit updated document(s) in Salesforce:
  - i. W-9 (09 NCAC 03M .0202)
  - ii. Electronic Payment / Vendor Verification Form (09 NCAC 03M .0202)
  - iii. Conflict of Interest Policy (G.S. 143C-6-23.(b))
  - iv. Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))
  - v. SUBRECIPIENT Procurement Policy
- C. Annual Progress Reports. Provide annual progress reports to RECIPIENT in Salesforce using the Annual Progress Report form (Attachment 2) by: 07/31/25; 07/31/26; and, with final reimbursement request (RFR) submitted per SUBRECIPIENT paragraph 9.G. below.
 

Even if there are no expenditures an annual progress report must be submitted by SUBRECIPIENT to update their progress toward completion of approved scope of work specified in Attachment 1 and any approved amendments. If SUBRECIPIENT closes their award prior to end of POP, no further annual reports are required.
- D. Nationwide Cybersecurity Review (NCSR). SUBRECIPIENT is required to complete the NCSR, administered by the MS-ISAC, during the first year of this grant award POP and annually thereafter through the last year of this grant award POP.

Three NCSRs are required as follows:

NCSR	Completion Period
2024	10/01/2024 - 02/28/2025
2025	10/01/2025 - 02/28/2026
2026	10/01/2026 - 02/28/2027

If SUBRECIPIENT closes their award prior to end of POP no further annual reports are required.

E. Required Services and Memberships.

Cyber Hygiene Services (CHS):

- Web Application Scanning is an “internet scanning-as-a-service.” This service assesses the “health” of your publicly accessible web applications by checking for known vulnerabilities and weak configurations. Additionally, CISA can recommend ways to enhance security in accordance with industry and government best practices and standards.
- Vulnerability Scanning evaluates external network presence by executing continuous scans of public, static IPs for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts. To register for these services, email [vulnerability\\_info@cisa.dhs.gov](mailto:vulnerability_info@cisa.dhs.gov) with the subject line “Requesting Cyber Hygiene Services – SLCGP” to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA’s [Cyber Hygiene Information Page](#).
- SUBRECIPIENT is required to certify CHS compliance and provide proof of CHS compliance upon request of RECIPIENT.

7. **Supplantation**

Subrecipients are required to assure and certify that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available cybersecurity activities. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

8. **Scope of Work**

SUBRECIPIENT shall implement the SLCGP project specified in Attachment 1 and as described in the approved project application, including the project objective SUBRECIPIENT selected in the application. That application is hereby incorporated by reference into this MOA.

Documentation to be provided throughout POP:

- Annual reports, per paragraph 6.C. above.
- Annual NCSR, per paragraph 6.D. above.
- CHS compliance upon request of RECIPIENT, per paragraph 6.E. above.
- SUBRECIPIENT-involved legal action that pertains to any goods or services purchased with grant funds.
- Copies of any audits and corrective actions pertaining to these grant funds or any other funds provided to SUBRECIPIENT by RECIPIENT.
- After-action report from exercises in accordance with Homeland Security Exercise and Evaluation Program Doctrine ([HSEEP](#)).
- Training course roster, description, and syllabus.
- All legible and complete invoices and receipts detailing the expenditures associated with the project. Receipts must contain the following information:
  - Name and address of the vendor or establishment providing the product or service.



- ii. Vendor/Payee invoice number, account number, and any other unique meaningful identifying number.
- iii. Date product received or service provided.
- iv. Itemized description of all products or services.
- v. Unit price of products or services (if applicable).
- vi. Total amount of eligible expenditures.
- vii. Copy of executed contract/subcontract agreement (if applicable).
- viii. Proof of payment of expenses associated with the project.

I. Any other documentation requested by RECIPIENT.

## 9. Responsibilities

RECIPIENT:

- A. RECIPIENT shall provide funding to SUBRECIPIENT to perform the activities as described herein.
- B. RECIPIENT shall conduct a review of the project to ensure that it is in accordance with SLCGP requirements.
- C. RECIPIENT shall monitor the completion of the approved scope of work as specified in Attachment 1 and any approved amendments.
- D. RECIPIENT has obligated the funding for this MOA within 45 days of acceptance of the federal award by signing this MOA.
- E. RECIPIENT shall provide required annual progress report form (Attachment 2) and provide cost report forms required for reimbursement subsequent to execution of this MOA (See SUBRECIPIENT paragraph 9.G.).

SUBRECIPIENT:

- A. This MOA must be signed and returned to RECIPIENT within 45 days after SUBRECIPIENT receives this MOA. The grant shall be effective upon return of the MOA.
- B. SUBRECIPIENT shall expend FY 2023 SLCGP Grant Program funds in accordance with the FY2023 SLCGP [NOFO](#), the grant application, and this MOA.
- C. Procurement.
  - i. SUBRECIPIENT shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327.
  - ii. SUBRECIPIENT must follow procurement procedures and policies as outlined in the applicable FY2023 SLCGP [NOFO](#), [Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#), and the [2024 FEMA Preparedness Grants Manual](#). SUBRECIPIENT shall comply with all applicable laws, regulations and program guidance. SUBRECIPIENT must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements.
  - iii. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.



- iv. Mini-Brooks Act. Subrecipients that are governmental entities or otherwise subject to the requirements of the Local Government Commission (LGC) per 20 NCAC 03 are required under North Carolina law to follow rules and regulations in the “Mini-Brooks Act”, G.S. 143-64.31, for the procurement of certain professional services performed by architects, engineers, surveyors, and construction managers at risk.
  - v. Conflicts of Interest. See paragraph M.iii. below.
  - vi. Complete all procurement by February 28, 2027.
- D. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded.

SUBRECIPIENT shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.

- E. Per 09 NCAC 03M, agencies shall not disburse any state financial assistance to an entity that is on the Suspension of Funding List (SOFL). OSBM maintains the SOFL. The SOFL is updated on a weekly basis. SUBRECIPIENT is prohibited under this MOA from procurement, and/or contracting with any entity listed on the SOFL using these grant funds.
- F. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(a).
- G. Requests for Reimbursement (RFR). Submit RFR for items or services received in Salesforce. RECIPIENT will reimburse SUBRECIPIENT for eligible costs as outlined in the applicable DHS program guidelines and FY2023 SLCGP NOFO. SUBRECIPIENT must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from RECIPIENT. SUBRECIPIENT must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after SUBRECIPIENT payment of invoice may be denied.

RFR must include sufficient documentation that approved expenditures have been properly invoiced and paid by SUBRECIPIENT, and that the products and/or services have in fact been received by SUBRECIPIENT. RFRs must also include a cost report form (supplied by the RECIPIENT) and a summary of all expenditures included in the RFR completed by SUBRECIPIENT. Summary of expenditures should include at a minimum: vendor name, date of purchase, invoice number, total invoice amount, and reimbursable amount.

Refer to RFR webinar for guidance on proper submission of RFRs for FY23 SLCGP. RFRs must be submitted in an unlocked PDF file that does not require a password or any special permissions to open. All documentation attached to RFR submitted in Salesforce must be unlocked and named in standard convention discussed in RFR webinar:

Year of Grant + MOA # + Grantee Agency + Type of Document + Date

Example: 23SLCGP145\_North County\_RFR #1\_2024 05 17

- H. Funds Management. SUBRECIPIENT agrees that funds paid through this grant shall be accounted for in a separate fund and accounting structure within SUBRECIPIENT’s central accounting and grant management system. SUBRECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with the funding for this grant.
- i. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this grant shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this MOA. Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.



- ii. If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to [N.C.G.S. 105-164.14](#); and (b) exclude all refundable sales and use taxes from all reported expenditures.
- I. Maintain Required Subrecipient File Documentation as specified in this MOA (Attachment 3). SUBRECIPIENT is required to maintain all records of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below. SUBRECIPIENT must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each SLCGP grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:
- i. Resolution/ordinance establishing SUBRECIPIENT as a state or local government entity, or nonprofit organization.
  - ii. Award letter, MOA, and supporting attachments.
  - iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and proof(s) of payment.
  - iv. Audit findings and corrective action plans.
- J. Property and Equipment. SUBRECIPIENT shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
- i. Only allowable equipment listed in the Authorized Equipment List ([AEL](#)) for SLCGP are eligible for purchases from this grant. In addition, SUBRECIPIENT will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.
  - ii. Property and equipment purchased with SLCGP funds shall be titled to SUBRECIPIENT, unless otherwise specified by NCEM, DHS and/or FEMA. SUBRECIPIENT shall be responsible for the custody and care of any property and equipment purchased with SLCGP funds furnished for use in connection with this MOA, and shall reimburse RECIPIENT for any loss or damage to said property until the property is disposed of in accordance with SLCGP Program requirements. RECIPIENT will not be held responsible for any property purchased under this MOA.
  - iii. SUBRECIPIENT must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM.
  - iv. RECIPIENT and SUBRECIPIENT shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$10,000 or more per unit. SUBRECIPIENT may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$10,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to RECIPIENT. The grant summary, cost reports with backup documentation, certificate of title, and any other SUBRECIPIENT reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition, and identification number may be used to meet this requirement.
  - v. SUBRECIPIENT must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. SUBRECIPIENT shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.
  - vi. SUBRECIPIENT or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
  - vii. Use. Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, SUBRECIPIENT must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other federal awarding agencies. NCEM, in conjunction with DHS and/or FEMA, will determine and direct how equipment will be redeployed.



- viii. Disposition Procedures. Unless otherwise directed by RECIPIENT, DHS and/or FEMA, SUBRECIPIENT may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, SUBRECIPIENT must notify RECIPIENT via *Chatter* in [Salesforce](#) prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than \$10,000 may be retained, transferred, or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, items with a current per unit standard federal or fair market value in excess of \$10,000 may not be retained, transferred, or otherwise disposed of without prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. SUBRECIPIENT must provide documentation that includes the method used to determine current fair market value.
- ix. Communications equipment. Investments in emergency communications systems and equipment must meet applicable [SAFECOM](#) Guidance recommendations. Such investments must be coordinated with the Statewide Inoperability Coordinator ([SIEC](#)) to ensure interoperability and long-term compatibility. In order to align communications technologies with current statewide communications plans, systems, networks, strategies, and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in Attachment 4.
- K. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise, or work activities beyond that identified in the approved scope of work specified in Attachment 1 and any approved amendments, shall be the sole responsibility of SUBRECIPIENT and shall not be reimbursed under this MOA.
- L. Conflicts of Interest.
  - i. State Law. Per [N.C.G.S. § 143C-6-23\(b\)](#), SUBRECIPIENT is required to file with RECIPIENT a copy of SUBRECIPIENT’s policy addressing conflicts of interest that may arise involving SUBRECIPIENT’s management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as SUBRECIPIENT’s employees or members of its board or other governing body, from RECIPIENT’s disbursing of grant funds, and shall include actions to be taken by SUBRECIPIENT or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before RECIPIENT may disburse any grant funds.**
  - ii. Federal Law – Grant Administration. Per 2 CFR 200.112 and the [2024 FEMA Preparedness Grants Manual](#), all subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.
  - iii. Federal Law – Procurement. Per 2 CFR 200.318 and the [2024 FEMA Preparedness Grants Manual](#), all subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the subrecipient. All subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must



also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

- M. Environmental Planning and Historic Preservation (EHP) Compliance. Subrecipients shall **not** propose projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. Projects requiring EHP reviews are **not** permitted under the federal statute authorizing SLCGP.
- N. All materials publicizing or resulting from award activities, including websites, social media and TV/radio, shall contain this acknowledgement: “This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of DHS seal(s), logo(s) and flags must be approved by DHS. Printed as a legend, either below or beside the logo(s) shall be the words “Funded by US Department of Homeland Security”.
- O. Comply with the applicable federal statutes, regulations, policies, guidelines, requirements and certifications as outlined in the [FY 2023 SLCGP NOFO](#) and Subaward Notification.
- P. DHS Standard Terms and Conditions  
SUBRECIPIENT must comply with all applicable provisions of the FY23 [DHS Standard Terms and Conditions](#) (Attachment 5). This applies to all new federal financial assistance awards funded in FY23. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links.
- Q. Closeout Reporting Requirements. In accordance with [2 CFR 200.344](#), SUBRECIPIENT must submit to RECIPIENT, no later than 90 calendar days after the end date of the POP, all financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and FY23 [DHS Standard Terms and Conditions](#) (Attachment 5), incorporated by reference herein, for the performance of the activities. This closeout documentation must be submitted in [Salesforce](#).

Documentation required

- i. A complete accounting of how all grant funds were used.
- ii. A Certification stating the funds were used for the purpose appropriated.
- iii. A closeout letter indicating that the approved scope of work is complete.
- iv. Any other closeout documentation requested by RECIPIENT.
- v. SUBRECIPIENT agrees that all program activity results information reported shall be subject to review and authentication and SUBRECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by RECIPIENT, as RECIPIENT executes any audit internal audit responsibilities.
- vi. Once the complete final performance and financial status report package has been received and evaluated by RECIPIENT, SUBRECIPIENT will receive official notification of MOA close-out from RECIPIENT.
- vii. The notification will inform SUBRECIPIENT that RECIPIENT is officially closing the MOA and retaining all MOA files and related material for a period of three (3) years or until all audit exceptions have been resolved, whichever is longer.

**10. Taxes**

SUBRECIPIENT shall be considered to be an independent subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by SUBRECIPIENT under this grant. If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to [N.C.G.S. 105-164.14](#); and (b) exclude all refundable sales and use taxes from all reported expenditures.

**11. Warranty**



As an independent subrecipient, SUBRECIPIENT will hold RECIPIENT harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the [North Carolina Tort Claims Act](#). Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

**12. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M**

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every nongovernmental entity (including non-profit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity’s fiscal year. **Government entities including counties and local governments are not required to file these reports.**

Refer to “State Grant Compliance Reporting Forms” on the following website for instructions and applicable forms for nongovernmental subrecipients (including non-profit organizations) to meet these requirements: <https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

**13. Audit Requirements**

For all federal grant programs, SUBRECIPIENT is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

Per 2 CFR 200.501, a subrecipient that receives a combined \$1,000,000 or more in funding from all federal funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of the subrecipient’s fiscal year end. SUBRECIPIENT must:

- A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse <https://harvester.census.gov/facweb/>.
- B. Submit to DPS Internal Audit ([DPS\\_GrantComplianceReports@ncdps.gov](mailto:DPS_GrantComplianceReports@ncdps.gov)) a single audit prepared and completed in accordance with GAGAS. This can, at the option of SUBRECIPIENT, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 13.A. above.
- C. Make copies of the single audit available to the public.

Per 09 NCAC 03M.0205, a non-state entity that is not exempt from the requirements of SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE per 09 NCAC 03M.0201, that receives a combined \$1,000,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity’s fiscal year end submit to DPS Internal Audit ([DPS\\_GrantComplianceReports@ncdps.gov](mailto:DPS_GrantComplianceReports@ncdps.gov)) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

If SUBRECIPIENT is a unit of local government in North Carolina, SUBRECIPIENT may be subject to the audit and reporting requirements in [N.C.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 SUBRECIPIENT and are subject to change (see [Local Government Commission](#) for more information). See also [20 NCAC 03](#) (Local Government Commission).

The different audit requirements for non-governmental and governmental entities are summarized on the [NCEM Grants Management & Compliance website](#).

**14. Construction, Renovation, and Infrastructure Projects**

Projects requiring EHP reviews are **not** permitted under the federal statute authorizing SLCGP. This includes all construction, renovation and infrastructure projects. SLCGP funding **cannot** be used for any construction, renovation



or infrastructure projects. If a project involves hammering a nail in a wall, inserting a screw in a hole, or disturbing even a teaspoon full of dirt in the ground, it cannot be approved for SLCGP funding.

#### 15. Subrecipient Monitoring

See Attachment 6 for subrecipient monitoring.

#### 16. Points of Contact

To provide consistent and effective communication between GRANTOR and GRANTEE, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contacts shall be NCEM Preparedness Grants Management Branch and NCEM Regional Branch Office. GRANTEE's contact shall be the person(s) designated by the GRANTEE in [Salesforce](#). GRANTEE is required to keep GRANTOR informed and [Salesforce](#) updated if there are any changes in POC over the course of the period of performance.

All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

#### 17. Public Records Access

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office.

Information maintained by RECIPIENT in connection with this MOA and grant award is subject to the [North Carolina Public Records Act](#), Chapter 132 of the North Carolina General Statutes and is subject to [public records requests](#) through NCDPS.

#### 18. Contracting/Subcontracting

If SUBRECIPIENT contracts/subcontracts any or all purchases or services under this MOA, then SUBRECIPIENT agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. SUBRECIPIENT and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. **If SUBRECIPIENT contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be submitted to NCEM along with the RFR in accordance with SUBRECIPIENT responsibilities in paragraph 9.G. above.** A contractual arrangement shall in no way relieve SUBRECIPIENT of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. SUBRECIPIENT is bound by all special conditions of this grant award as set out in the grant application and the grant award letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2023 SLCGP [NOFO](#) referenced herein.

#### 19. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

#### 20. Prohibition on purchasing certain telecommunications - [John S. McCain National Defense Authorization Act for Fiscal Year 2019](#) –John S. McCain National Defense Authorization Act of Fiscal Year 2019



Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and **2 C.F.R. §§200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200**. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors– prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

**Definitions**

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200 covered telecommunications equipment or services means:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People’s Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of “covered telecommunications equipment or services.” See 2 C.F.R. § 200.471. **FEMA Policy #405-143-1** Guidance is available in [FEMA Policy #405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services issued May 10, 2022.

**21. Divestment and Do-Not-Contract Rules**

The State of North Carolina, through the Department of State Treasurer, follows several divestment and do-not-contract mandates. Information about each of these mandates is available at: <https://www.nctreasurer.com/about/transparency/commitment-transparency/divestment-and-do-not-contract-rules>.

SUBRECIPIENT may not contract with any vendors on any of these designated divestment and do-not-contract lists using SLCGP grant funds, and SUBRECIPIENT must comply with all other requirements of these divestment and do-not-contract laws.

**22. Acknowledgement of Federal Funding from DHS**

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**23. Lobbying Prohibition**

SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**24. Assurance of Compliance with Civil Rights Act of 1964 – Title VI, Civil Rights Act of 1968, and Related Provisions**

During the performance of this agreement, SUBRECIPIENT for itself, its assignees and successors in interest agrees as follows:

- A. Age Discrimination Act of 1975  
Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- B. Americans with Disabilities Act of 1990  
Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- C. Civil Rights Act of 1964 - Title VI  
Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Subrecipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
- D. Civil Rights Act of 1968  
Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- E. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX  
Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- F. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety



Recipients and subrecipients that are State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074 which addresses the transfer or purchase of certain military equipment by law enforcement. Recipients and subrecipients that are State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

G. Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Subrecipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

H. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

I. Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance

J. Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

**25. Assurance of Compliance with Privacy Act**

Subrecipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Sections 30 parts A through C in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA, or which may involve the design, development, or operation of a system of records on behalf of the DHS.



**26. Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

**27. Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Governmentwide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

**28. Term of this Agreement**

Regardless of actual execution date, this MOA shall be in effect from the start of the POP on December 1, 2023, to the end of the POP.

**29. Statement of Assurances**

SUBRECIPIENT must complete Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs as applicable. SUBRECIPIENT must complete the appropriate form(s) and submit to NCEM Grants Management Branch in Salesforce upon execution of this MOA. SUBRECIPIENT must still complete the form even if certain assurances in the form may not directly apply to SUBRECIPIENT’s specific program to ensure that all possible situations are covered.

**30. Situs**

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

**31. Other Provisions/Severability**

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

**32. Entire Agreement**

This MOA and any annexes, exhibits and amendments annexed hereto, and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

**33. Modification**

This MOA may be amended only by written amendments duly executed by RECIPIENT and SUBRECIPIENT.

**34. Termination**

The terms and conditions of this MOA, as modified with the consent of all parties, will remain in effect until February 28, 2027. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA, and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2023 SLCGP NOFO, incorporated by reference herein, SUBRECIPIENT shall reimburse NCEM for said property and/or expenses.

**35. Compliance**

SUBRECIPIENT shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications, and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2023 SLCGP NOFO referenced in paragraph 2 above. SUBRECIPIENT shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon SUBRECIPIENT for noncompliance with the specified terms and



conditions of this MOA, including (but not limited to) additional monitoring. See Attachment 6 for subrecipient monitoring.

**36. Execution and effective date**

This grant shall become effective upon return of the original grant award letter and MOA, properly executed on behalf of SUBRECIPIENT, to NCEM on behalf of RECIPIENT and will become binding upon execution of all parties to this MOA. The conditions of this MOA are effective upon signature by all parties.

This MOA shall be in effect from start of POP on 12/1/2023 through end of POP. Failure to provide applicable cost reports, proofs of payment and/or a de-obligation request letter within 30 days of the end of the POP may result in automatic de-obligation of grant funds.

**37. Attachments**

All attachments to this MOA are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
  - Attachment 1      Scope of Work / Approved Application in Salesforce: App-0000648
  - Attachment 2      Annual Progress Report Form – to be provided in Salesforce or under separate cover
  - Attachment 3      Required Subrecipient File Documentation - to be provided in Salesforce or under separate cover
  - Attachment 4      NCEM Communications Branch Memo - to be provided in Salesforce or under separate cover
  - Attachment 5      FY23 [DHS Standard Terms and Conditions](#) - click hyperlink to access document
  - Attachment 6      Subrecipient Monitoring - to be provided in Salesforce or under separate cover

**AUTHORIZED SIGNATURE WARRANTY**

THE UNDERSIGNED REPRESENT AND WARRANT THAT THEY ARE AUTHORIZED TO BIND THEIR PRINCIPALS TO THE TERMS OF THIS MOA. IN WITNESS WHEREOF, RECIPIENT AND SUBRECIPIENT HAVE EACH EXECUTED THIS MOA AND THE PARTIES AGREE THAT THE MOA IS EFFECTIVE AS OF THE POP START DATE, EVEN IF THIS MOA IS SIGNED BY ANY PARTIES AFTER THAT DATE.

**For RECIPIENT:**

By: DocuSigned by:  
*William Ray*  
E691C8650021C8...  
 \_\_\_\_\_  
**William C. Ray, Director & Deputy  
 Homeland Security Advisor  
 North Carolina Department of Public Safety  
 Division of Emergency Management**

**Date:** 11/26/2024 | 10:42:11 EST

**For SUBRECIPIENT:**

By: DocuSigned by:  
*Chris Phillips*  
80C44B53190D432...  
 \_\_\_\_\_

**Date:** 11/26/2024 | 12:23:44 EST

By: DocuSigned by:  
*Stinnell Williams*  
E6B2F1968C184C0...  
 \_\_\_\_\_

**Date:** 11/26/2024 | 14:11:20 EST

By: \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approved as to Form:**

By: DocuSigned by:  
*William Polk*  
E6D5A3C8472449  
 \_\_\_\_\_  
**William Polk, Deputy General Counsel  
 Reviewed for the North Carolina  
 Department of Public Safety to fulfill the  
 purposes of the DHS Homeland Security  
 Grant Program**

**Date:** 11/25/2024 | 23:12:10 EST



THE CITY OF  
**Reidsville**  
NORTH CAROLINA

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

## MEMORANDUM

**TO:** Summer Moore, City Manager  
**FROM:** Angela G. Stadler, CMC, City Clerk *AGS*  
**SUBJ:** Board/Commission Appointments for January 14, 2025  
**DATE:** December 30, 2024

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

### Reidsville Firemen's Relief Board (2-year term)

Charles Fagg of 103 Birchwood Drive has re-applied for a fifth term on the Reidsville Firemen's Relief Board. If he is selected, there will be no vacancies.

### ADDITIONAL VACANCIES

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

- Four 3-year term positions on the Reidsville Appearance Commission.
- Three 3-year term positions on the Reidsville Community Pool Association
- Two 3-year term positions on the Reidsville Historic Preservation Commission.
- Three 3-year term positions (One adult position and two student positions) on the Reidsville Human Relations Commission.
- Six 3-year term positions on the Reidsville Parks and Recreation Advisory Commission.

Applications to be considered at the February 11, 2025 Council meeting will need to be turned in by 5 p.m. on Friday, January 31, 2025.

Attachments (1)





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:** December 30, 2024  
**To:** Mayor Donald Gorham  
City Council Members  
**From:** Summer Moore, City Manager  
**Subject:** City Manager's Monthly Report

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**City Council Upcoming Events:**

- The Dr. Martin Luther King Unity Breakfast will be held on Monday, January 20, 2025 at 9:00 a.m. at Zion Baptist Church. The cost to attend the event is \$15.00 per ticket, which includes a full breakfast meal.
- The Annual City Council Retreat will be on Thursday, February 20<sup>th</sup> from 8:30 a.m. to 12:30 p.m. and Friday, February 21<sup>st</sup> from 8:30 a.m. to 12:30 p.m. at the Carriage House.
- The NCLM Town and State Dinner will be held on Tuesday, February 25, 2025 at the Marriott in downtown Raleigh, NC.
- The NCLM CityVision Conference is April 29-May 1, 2025 and will be in Greenville, NC.

**Employee Relations Committee:**

- The Battle of the Cup will be held on Thursday, January 23, 2025 from 2:00 p.m. to 4:00 p.m. at the Parks and Recreation building. This event will feature three events. The events include the best macaroni and cheese, team Jenga and team volleyball games.

**Personnel Updates:**

- The City of Reidsville has 200 budgeted positions. As of December 19, 2024, we have ten (10) vacancies. Please see the vacant position breakdown behind the Miscellaneous tab in the agenda packet.

*“Live Simply. Think Big.”*

### City Project Updates:

- **WTP Whole Plant Generator and MCC Replacement Project:** The engineers have received nine equipment submittals for the project and are providing comments as necessary before equipment is being released for ordering. They have also received four RFIs for the project and addressed those concerns as necessary. We are continuing to discuss a Notice to Proceed date with the contractor that works for all parties involved.
- **WWTP BNR Project:** The dollar amount of the work completed and stored to date represents approximately 30% of the current contract amount. The project currently has 421 days remaining of the total contract time of 540 days, based on the November 25, 2024, date on the application for payment and is, therefore, 22% complete with respect to time. The contractor is continuing to work on structural footings, recirculation piping in aeration basin #1 and electrical controls. The contractor is also working with plant personnel to begin planning off shutdowns to install pumps and other equipment, hopefully during the first quarter of 2025 depending on equipment deliveries. It is important to perform these shutdowns before summer if possible to easily maintain water quality compliance.
- **WWTP Headworks Project:** The dollar amount of the work completed and stored to date represents approximately 52% of the current contract amount. The project currently has 98 days remaining of the total contract time of 388 days, based on the October 31, 2024, date on the application for payment, and is therefore 75% complete with respect to time. No update has been received on the November pay application. The contractor and the electricians are working to install all equipment and at the same time complete all electrical installation of all control panels. As of the last progress meeting, it appears that in mid-to-late January, a partial start-up of the new headworks will occur. The old headworks will run in conjunction with the new headworks until all systems on the new headworks appear to be fully operational. At that time, all flow will be directed through the new headworks, but the old headworks will be available to operate if an issue occurs that forces the shutdown of the new system. Paving is also scheduled in January, weather permitting. Performance testing will happen over a period of 60-90 days after the new system is fully operational, which will delay the actual completion date of the project.
- **Redundant Water Line:** Parcels that are required to be negotiated are 31 total. Settled parcels are five. We've closed and completed 15 parcels. Negotiations are continuing for the remaining 11. Approval of settlement offers were obtained on parcels #30 and #61 at last month's City Council meeting.

Offers on previously approved parcels #32 and #23 and #31A by Council have been delivered. Checks have not been issued for these parcels yet. Two other parcels (#018 and #004) have been identified for discussion with Council at a later date and time.

- **Diesel Drive Rural Ready:** All outstanding punch list items have been signed off by the engineers. WithersRavenel has provided the contractor with a list of as-built requirements, and we are waiting on the completed survey. Warranties and all other paperwork are still pending before we release any retainage. O&Ms are being shipped to Public Works to allocate to the appropriate personnel. The erosion control inspection by the State has occurred, and the site is approved.
- **Laster Pump Station:** The contracts have been executed with a Notice to Proceed (NTP) on October 24, 2024. All pumps and the generator has been ordered. Locates have been performed, and installation of water line piping is occurring to make room for the relocated pump station. Project completion date is April 25, 2025.

#### **City Manager Updates:**

- Heather Whitsett, Executive Director with for the Reidsville YMCA, emailed City staff on December 17, 2024 stating that the pool roof replacement has been completed. Their Maintenance Director did a final walk-through with Affordable Roofing on December 16, 2024. He was pleased and any areas of concern he had have been rectified. I have attached Ms. Whitsett's email in the Miscellaneous section of the City Council agenda packet for your information.
- Budget Amendments. Please see info behind my report.

#### **Events/Meetings Attended:**

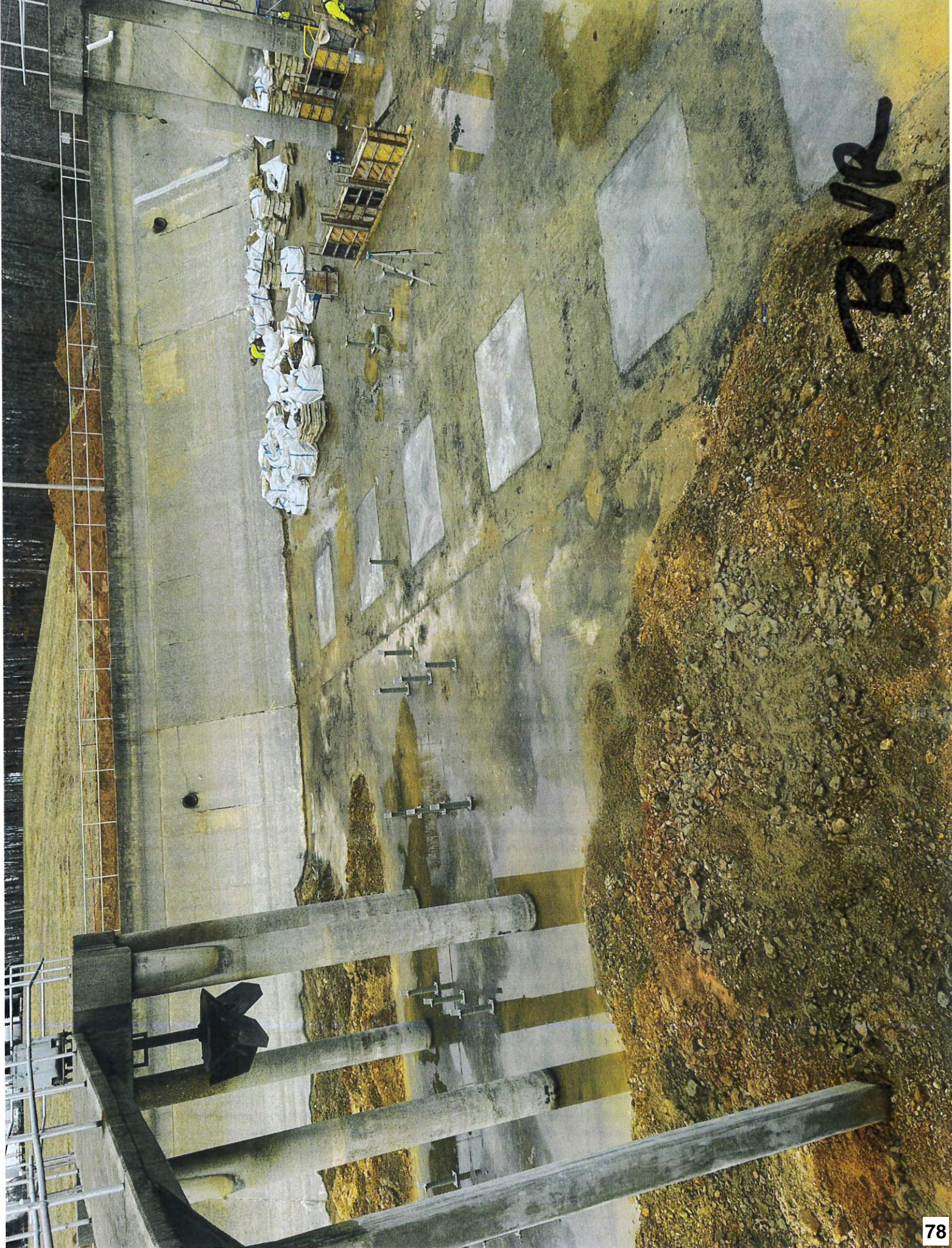
- 12/2 – Employee Relations Committee Meeting and City Holiday Decorating.
- 12/3 – Annual Employee Holiday Luncheon.
- 12/6 – Finished Holiday Decorating and attended the Annual Christmas Tree Lighting event.
- 12/9 - Meeting to Discuss the Rural Ready Project and attended Police Officer swearing-in ceremony.
- 12/10 - Attended Holiday Luncheon at the Water Treatment Plant and attended City Council meeting.



- 12/11 – Monthly Management Team meeting.
- 12/12- Attended quarterly meeting at the Police Department, met with City Staff to discuss SB 382 and went on a facilities tour of Unifi.
- 12/13 – Appeared on Chamber of Commerce News and Views.
- 12/16 - Met with Chief Gibson to discuss internal policies at the RPD and attended Employee Relations Committee meeting.
- 12/17 - Meeting with Management Team to discuss Career Ladder. Met with NCOSFM.
- 12/18 –Virtual meeting with Jeff Waters to discuss Champion Health Care program.
- 12/30 - Met with citizens to discuss Indigo Creek Apartments.

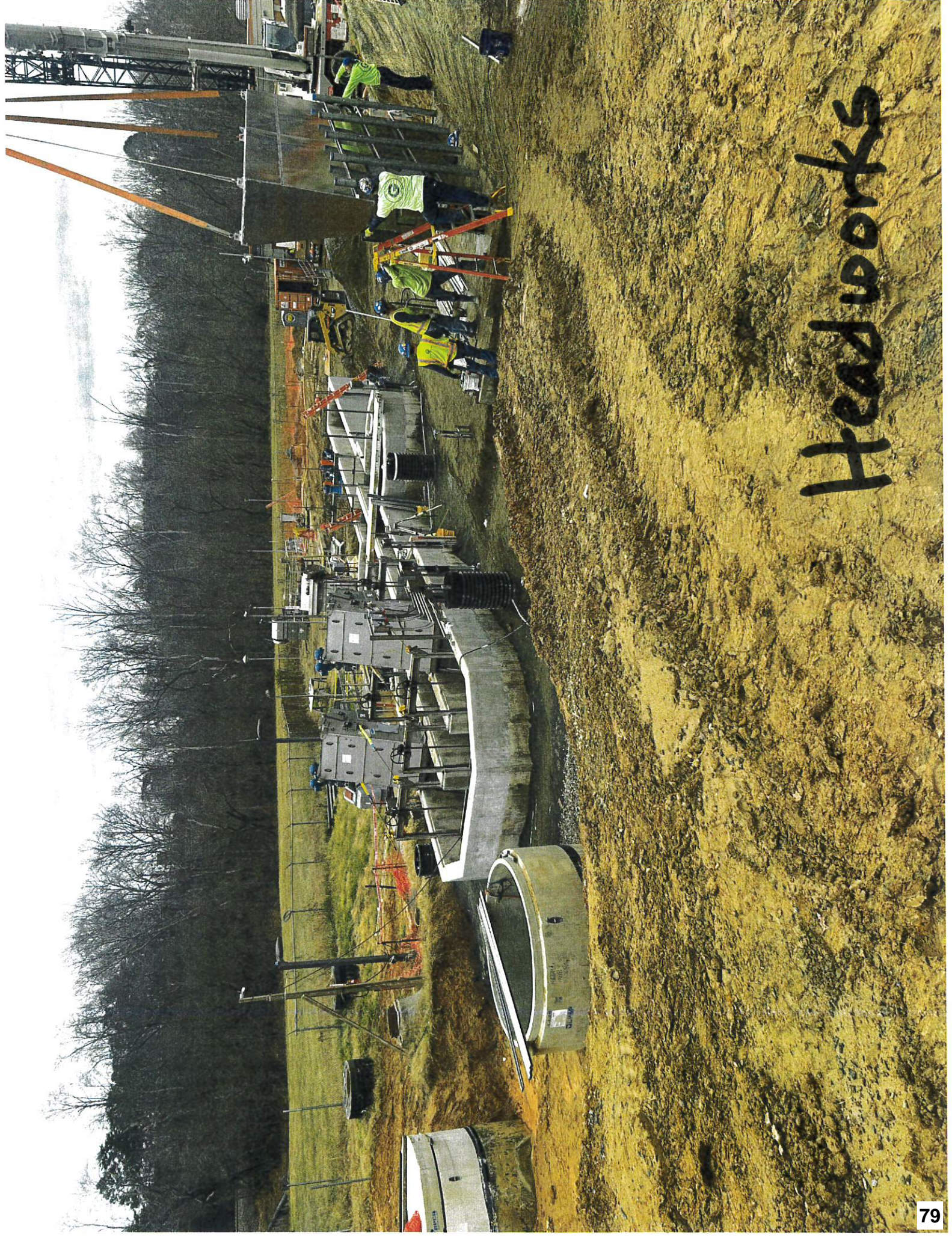
Dept #	Department	# of Emp	# Budgeted	Vacancies	Vacant Position Titles	Notes
104120	City Admin	3	3	0		
104122	HR	2	2	0		
104123	Public Works Admin	2	2	0		
104130	Finance	8	8	0		
104210	Information Tech	3	3	0		
104310	Police Admin	10	11	1	PD Support Services Coordinator	Closed - no offer extended
104311	Police Detectives	13	13	0	* Will have 1 vacancy 12/27/2024	Posted - Open until Filled
104312	Police Patrol	25	25	0		
104314	Community Policing	6	8	2	2 Police Officers	Posted - Open until Filled
104340	Fire Department	28	28	0		
104350	Comm Dev - Insp & Code Enforce	3	4	1	Building Code Administrator	Posted - Open until Filled
104510	Streets	14	14	0		
104710	Solid Waste	16	16	0		
104740	Cemetery Division	2	2	0		
104910	Comm Dev - Planning	4	4	0		
104920	Economic Dev	2	2	0		
104950	Main Street	1	1	0		
106140	Penn House	1	1	0		
107113	Engineering	0	2	2	City Engineer, Civil Engineer	Posted - Open until Filled
116120	Parks & Rec Admin	2	2	0	* Will have 1 vacancy 12/31/2024	Posted - Open for 2 Weeks
116121	Parks & Rec Facilities	4	4	0		
116123	Parks & Rec Athletics	1	1	0		
116124	Parks & Rec RCARE	1	1	0		
116130	Parks & Rec Lake Reidsville	1	1	0		
614120	Water Administration	0	1	1	Assistant Director of Public Works	Posted - Open until Filled
617114	Meter Reading	3	3	0		
617120	Water Treatment Plant	8	8	0		
617121	Water Distribution	3	4	1	Apprentice/Worker/Tech	Posted - Open until Filled
617122	Park Ranger	1	1	0		
627130	Wastewater Treatment Plant	8	8	0		
627131	Sewer Collection	6	7	1	Apprentice/Worker/Tech	Posted - Open until Filled
627133	Plant Maintenance	4	5	1	Plants Mechanic	Posted - Open until Filled
804250	Fleet Maintenance	5	5	0		
	Grand Count	190	200	10		







# Headworks









# Invoice

## Affordable Roofing Co., Inc

P.O. Box 426  
Eden, NC 27289-0426  
336-627-1428  
arcoroofing82@gmail.com

November 18, 2024

### Bill To:

Reidsville YMCA  
504 S Main St  
Reidsville NC 27320

Invoice # 11428

DESCRIPTION	AMOUNT
Roofing Project over Pool are at Reidsville YMCA	\$ 76,707.00
Payment for materials paid already paid in August	\$ (39,825.00)
<b>Total</b>	<b>\$ 36,882.00</b>

**THANK YOU FOR YOUR BUSINESS!**

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

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

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

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

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

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

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

- End of Public Hearings -

**BUDGETARY ITEMS:**

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

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

January 25, 2024



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



Dear Summer,

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

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

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

Sincerely,

Heather Whitsett

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**The motion was approved in a 6-0 vote.**

The Budget Ordinance Amendment as approved follows:



**BUDGET ORDINANCE AMENDMENT NO. 15**

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

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

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

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

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

This the 13th day of February, 2024.

/s/ \_\_\_\_\_  
Donald L. Gorham  
Mayor

ATTEST:

/s/ \_\_\_\_\_  
Angela G. Stadler, CMC/NCCMC  
City Clerk

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

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

**MEMORANDUM – STATE BUDGET ALLOCATION FOR PARKS AND RECREATION FACILITIES**

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

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

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



## REIDSVILLE ABC BOARD

### Minutes of November 21, 2024 Board Meeting

1. The meeting was called to order by Chairman Turner at 9:00 am. Members K. Almond, C. Nimmons, GM J. Langel, Terresia Scoble and Chris Phillips were present.
2. Chairman Turner called for any known conflicts of interest. None were reported.
3. The Board approved minutes of October 2024 meeting as read.  
Motion to approve: K. Almond      Second: C. Turner
4. General Manager Langel reported to the Board that new security system was being installed by Vector Security.
5. The Board unanimously agreed to accept offer of \$750,000 on Diesel Drive property from 8505 Warner Road, LLC. GM Langel was instructed to reach out to 8505 Warner Road and William McCleod concerning sale of property.  
Motion to accept: K. Almond      Second: C. Turner
6. The Board discussed the termination of employee Janet Edwards on November 15, 2024 and determined termination was warranted.
7. The next meeting of the Board will be December 19, 2024 at 9:00 am.
7. There being no further business to discuss, the meeting was adjourned at 10:15 am.  
Motion to adjourn: C. Nimmons      Second: C. Turner



Approved:

*W. Clark Turner*

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W. Clark Turner, Chairman

*D. Kelly Almond*

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D. Kelly Almond

*Carolyn Nimmons*

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Carolyn Nimmons

*Jodi M. Langel*

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*12-19-24*

Jodi M. Langel

General Manager