



**AGENDA**  
**REIDSVILLE CITY COUNCIL**  
**MEETING**  
**6:00 PM**  
**Tuesday, April 9, 2024**

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

1. Call to Order.
2. Invocation by Pastor Yvonne Ellison of Trinity Holy Tabernacle, 2223 Smith Street, Reidsville.
3. Pledge of Allegiance.
4. Proclamations & Recognitions:
  - (A) Recognition of Dav Gerrells, the City of Reidsville's 2023 NC Main Street Champion.
  - (B) Recognition of the Sky's the Limit All-Inclusive Park, winner of the 2023 NC Main Street Award of Merit for Best Outdoor Space Improvement.
5. Approval of Consent Agenda.
  - (A) Consideration of March 6, 2024 Special Meeting Minutes.
  - (B) Consideration of March 12, 2024 Regular Meeting Minutes.
  - (C) Consideration of Councilwoman Barbara DeJournette as Voting Delegate for the NC League of Municipalities' CityVision Conference.
  - (D) Consideration of a Resolution Appointing City Planner I Drew Bigelow as a Plat Review Officer for the City of Reidsville.

***- End of Consent Agenda -***

6. Public Hearings:
  - (A) Consideration of Incentive Package and Performance Agreement for Project DL.  
(Enclosure #1) - *Summer Woodard, City Manager*

***- End of Public Hearings -***

7. Acceptance of Bids:
  - (A) Consideration of Bids for Laster Pump Station Relocation Project and Corresponding Budget Ordinance Amendment. (Enclosure #2) - *Josh Beck, Public Works Director*

8. Updates:
  - (A) Discussion of Splashpad Project. (Enclosure #3) - *Haywood Cloud Jr., Assistant City Manager of Community Services*
  - (B) Consideration of Project Proposal with Small Town Soul for Detailed Inventory Listing of Buildings in the Municipal Service and Depot Districts. (Enclosure #4) - *Summer Woodard, City Manager*
9. Public Comments.
10. Board & Commission Appointments:
  - (A) April Appointments. (Enclosure #5)
11. City Manager's Report:
  - (A) Month of April. (Enclosure #6)
12. Council Members' Reports.
13. Announcement of Board & Commission Appointments.
14. Miscellaneous:
  - (A) For Information Only.
15. Move to the First-Floor Conference Room for a closed session to preserve the attorney-client privilege between the attorney and public body pursuant to NCGS 143-318.11(a)(3) & a personnel matter pursuant to NCGS 143-318.11(a)(6).
16. Adjourn.

**MINUTES OF THE SPECIAL MEETING  
OF THE REIDSVILLE CITY COUNCIL  
HELD WEDNESDAY, MARCH 6, 2024 AT 2:00 P.M.  
REIDSVILLE CITY HALL, 1<sup>st</sup> FLOOR CONFERENCE ROOM**

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

**COUNCIL MEMBERS ABSENT:** NONE

**CITY STAFF PRESENT:** Summer Woodard, City Manager  
Angela G. Stadler, City Clerk  
Jason Hardin, Planning & Community  
Development Director  
Haywood Cloud Jr., Assistant City Manager of  
Community Services

**CALLED TO ORDER.**

Mayor Gorham called the special meeting to order by reading the Special Meeting Notice, which follows:

***NOTICE OF  
A SPECIAL MEETING  
Wednesday, March 6, 2024  
2:00 P.M.***

I, Donald L. Gorham, Mayor of the City of Reidsville, do hereby call a special meeting of the Reidsville City Council for Wednesday, March 6, 2024, at 2 p.m. in the First-Floor Conference Room, Reidsville City Hall, 230 W. Morehead Street, Reidsville, for the purpose of:

(1) A Work Session on the Unified Development Ordinance with the Consultant and City Staff.

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

Mayor Gorham then turned the meeting over to the consultant, Mr. Chad Meadows with CodeWright.

**UNIFIED DEVELOPMENT ORDINANCE (UDO) WORK SESSION.**

Mr. Meadows first introduced his associate, Ms. Courtney Tanner. She provided some details about her background in planning, including an emphasis on historic preservation.

Mr. Meadows then discussed where they are in the UDO process, which includes seven tasks. He said they are halfway through Task 3, the Annotated Outline. He reviewed the previous steps undertaken, which included one public hearing. As they move from the Code Assessment to the Annotated Outline, they have identified 27 questions based on the input they have received so far, he continued. Eight are policy questions where input from Council is needed; 10 are questions that they have recommendations for in this presentation; and nine are questions already subject to a recommendation in the Code Assessment.

Since the two hours planned for today’s meeting is not enough time to get to all 27 questions, they have prioritized the questions, starting with the eight policy questions so that they can get direction from City Council today, the consultant said. This gives them about 3-4 minutes per question, Mr. Meadows noted, and they will be seeking consensus on each of these questions.

He then reviewed the following slides, which are included in a partial format (*THE FULL SLIDES/POWERPOINT PRESENTATION IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.*):

Question 1:

1. **Depot District: Establish a new “Depot District” zoning district with required design standards as noted in the Depot District plan?** This is an 11-block area around the intersection of West Morehead & South Harris Streets where the City is looking to jumpstart redevelopment of this area. The Depot Plan was drafted and considered but never adopted. Pros: Promotes redevelopment; emphasizes design and appearance. Cons: Favors public expenditures in one area over other parts of downtown.

Options outlined by Mr. Meadows were: 1) prepare the Depot District its own zoning district; 2) Zone this area Central Business or some other existing district, treating it as everywhere else. Planning & Community Development Director Jason Hardin gave some history of the Depot District Plan, which he also noted was never actually approved. He

asked if it is still a priority and noted that Council just approved the redistricting of those six properties located in the area. Councilmember Scoble asked if Council agreed to do Plan B today, could they go back later and designate a Plan A? The consultant said, yes, you can do that.

**Consensus of Council: Treat this not as a special zoning district at this time but rezone for commercial uses and possibly come back to consider Depot District standards at a future date.**

Question 2:

6. **Allow some light commercial uses in (RHD) District (current R-6 district), such as a library, coffee shop, museum, coworking, micro retail/grocery stores.** Pros: Creates more functional neighborhoods; allows people to walk more. Cons: Can cause concerns with compatibility.

The consultant stressed that this is small-scale businesses, etc. that people in the neighborhood could get to without driving a car. He said it is blurring the lines between residential and non-residential living, giving some functionality to the neighborhood. Assistant City Manager Haywood Cloud said it appeared similar to the neighborhood business districts in Burlington while Mayor Gorham said it reminded him of when there were neighborhood stores. Councilman Martin questioned whether there would be enough population to support such businesses. Hardin said we would be creating an environment where we would allow it, but it would be up to the neighborhood to support the business. The Planning & Community Development Director added that Reidsville has a high “car less” population on the south side of town, especially on the south end of Scales Street. Ms. Tanner gave personal observations from her own neighborhood. Hardin said this is only being proposed in the current high density R-6 zoning districts. Mayor Gorham asked if it was similar to that being proposed off of Reid School Road? Hardin said that was a Traditional Neighborhood model. Councilwoman DeJournette said she felt this would be a positive for Reidsville and help to develop a sense of community in these areas. Councilman Coates said they might add an extra stop on the skat bus system for it.

**The consensus of Council was to proceed.**

Question 3:

7. **UDO Text Amendment Submission Policy**, whereby Council adopts an internal policy that limits text and map amendments to only those generated by City staff until after the new UDO is adopted. This would become effective with the start of Task 5, Adoption, around October 2024. Pros: Minimizes confusion; allows staff to focus efforts on the new UDO and map. Cons: Requires applicants to wait until the process is completed.

Mr. Meadows talked of situations where the City might receive applications that go against the direction of the UDO. Therefore, for a short time, the City should limit text amendments and map amendments to those generated by staff. Staff has a responsibility to take the application but you don't have a responsibility to act on that application, the consultant said, if you are in the middle of revamping your ordinance. Councilman Martin asked if staff during this time could have the authority to make decisions to lessen the red tape? Mr. Meadows said staff can as long as their actions don't rise to the level of an ordinance amendment. He said staff must protect due process, etc. If it is less than State law, staff has some flexibility, he continued. Councilman Martin asked if staff has that flexibility now? City Manager Summer Woodard said that of the issues the Councilman has brought up in the past, some things yes, others no.

**It was the consensus of Council to proceed with such a policy.**

Question 4:

10. **Allow "Adaptive Reuse" as a Permitted Use in Downtown?** This permits new uses and redevelopment in historic buildings under a set threshold (example: 50 years older or more) and remove some of the dimensional requirements, but still meeting the Fire Code, to make redevelopment easier. Pros: Promotes redevelopment; easy review process. Cons: Could allow much broader range of uses; could remove City discretion.

Mr. Meadows said this basically pulls out all the stops and make redevelopment easier in these older buildings, which already have some existing challenges. He reviewed briefly the types of things that might be eliminated, including off-street parking and landscaping requirements.

**The consensus of Council was to continue with Adaptive Reuse as a Permitted Use.**

Question 5:

17. **Sign Ordinance Updates: Temporary Signs, Billboards; Address Reed v. Town of Gilbert court case.** The updates include content-neutral sign rules; address temporary signs by material/construction, not duration; and prohibit new billboards and conversion to digital billboards. Pros: Content neutrality = more defensible; easier enforcement; promotes appearance. Cons: More signs generally, particularly temporary signs.

The consultant discussed the Reed vs. Town of Gilbert case, noting that if a City's sign regulations are content based, they must pass two constitutional tests. Due to the difficulty of passing these tests, you don't want to have a content-based standard. So, since staff doesn't have to be able to "read" the signs, sign ordinances become more generic and only consider time, place and manner. You can regulate the sign itself, he said, but not what's on the sign. Therefore, it makes sign ordinances simpler, he explained. There are two things the City can do something about, Mr. Meadows continued: billboards and temporary signs. If a City says no to billboards, NCDOT won't

sign off on a billboard permit if the City doesn't allow it, he stated. Staff discussed a recent situation where complaints were received about the billboard at the corner of Freeway Drive and Ashcroft. The consultant explained that the City's recourse would be to include a standard in the UDO which states no new billboards can be built. Manager Woodard stressed that if the Council agrees to that, no new billboards could be built inside the City. Councilmen Hairston and Martin both said they liked billboards, especially because they give merchants the ability to advertise. **It appeared to be the consensus of Council not to ban new billboards.**

Meadows then discussed temporary signs in greater detail. He noted that someone on staff has to keep up with when the permits expire, adding how intrusive it can seem and how hard it is to enforce the time set for the permit. He talked of how the City can make determinations on the materials used for the temporary signs but explained how complicated it can be to track when permits end.

Councilman Martin asked if this would apply all over Reidsville, to which the answer was in the affirmative. The consultant stressed that businesses can still get permanent signage. Discussion ensued about how many temporary signs an individual business could have over the course of a time period as well as the need for a number of signs based on multiple entrances into a commercial area, including those areas with multiple tenants. Freeway Crossing was among the examples discussed. Mr. Meadows said the City could allow larger parcels to have more temporary signs but asked that his firm be able to think about that further. Manager Woodard cautioned that if each tenant is allowed 1-2 temporary signs within a shopping center complex, for example, you could have a lot of signs out at one time. The consultant also noted that he was mostly concerned that there be fairness in how this is done.

The City Manager, noting that temporary signs are currently allowed, said staff is seeking direction from Council on this. Planning & Community Development Director Hardin again stressed that this is complaint driven. Mr. Meadows said the City can regulate things like the number of signs, the height and size, etc.

Councilman Martin said he didn't want to overcomplicate things. He said if they started off allowing just one sign, the number could be changed later. The consultant said they don't want to have to come back later and ask these same questions again. City Manager Woodard said this has hit a lot of the highlights regarding enforcement, how signs cannot be "read", etc. She stressed that she thinks Community Development has a lot more important things to worry about rather than going out and "counting" signs. Councilman Hairston agreed, saying he would want staff to work on abandoned cars rather than enforcing signage regulations. Hardin pointed out that if businesses are allowed a set number of temporary signs, it would make for easier enforcement since they wouldn't have to apply for a permit. He described it as much "simpler and cleaner".

Mr. Meadows briefly reviewed the kinds of protection allowed to those creating the signs. While they are allowed freedom of speech, they are not allowed to have signs that are threatening or obscene, he stated.

Question 6:

**23. Pool Halls: Keep as individual use not allowed in downtown or allow under indoor recreation?** Current rules prohibit pool halls in the downtown area but permit bars. Pool halls are indoor commercial recreation uses that do not necessarily include alcohol sales. Pros: Revision would end inconsistent treatment of this use. Cons: Contrary to past policy.

After the consultant's review, Councilman Coates, who is retired Police Lieutenant, gave some of the history behind this topic in Reidsville. He noted that the problems with pool halls were some 30 years ago and can actually happen anywhere. He said he has no issue with pool halls downtown. Councilman Martin said they would be included under indoor recreation, to which Hardin replied in the affirmative. The Planning & Community Development Director added that other amusements are allowed right now but pool halls have remained prohibited.

**It was the consensus of Council to allow pool halls in the downtown area.**

Question 7:

**24. Bars: Keep only in Downtown or allow in more districts?** Current rules allow bars as a principal use only in the Central Business District (but allows them as an accessory use in the GB district). Pros: Revisions would end inconsistent treatment of this use. Cons: Contrary to past policy.

Discussed was the idea to keep bars only in the downtown area as an attractions factor. Other establishments outside the downtown could include bars but would also have food. The consultant discussed changes over the years, including restaurants, movie theatres, etc. which would include food and alcohol. Councilmember Scoble added that a bar in the proposed Depot District would be a given. Mr. Meadows noted that in North Carolina, you can't sell alcohol unless you sell food unless you are a private club. Therefore, the only thing it's affecting would be private clubs outside the downtown, he said, also referencing floor space requirements, etc. So, in General Business, you could have bars but you could not in Highway Business, he continued.

Councilman Martin asked if you have a nice hotel on Barnes Street selling wine and beer but not liquor. The consultant noted that the primary use would be the hotel. The Councilman said he could see such a need with the expected growth in the Barnes Street corridor, offering as an example a wine bar in a local shopping center. He said he would not want to limit that over there.



City Manager Woodard reminded Council of the previous discussion at the first UDO meeting regarding the growth along Freeway Drive and the exodus from the downtown. She stated that is a good reason to allow more permitted uses in the downtown in order to draw more people there. She said the City might not want to develop this or that because it would take away from the downtown. Councilman Martin stressed that there is a lot of interest in developing those areas. The City Manager said they must consider whether to make it too easy for outside development to occur while making it too strenuous for downtown development.

**It appeared Council was leaning towards allowing bars in the downtown only but no actual consensus was taken.**

Question 8:

**27. Storage as a Principal Use in Downtown.** Should the new UDO allow self-storage as a principal use (not just as an accessory use) in the downtown district? Pros: Helps encourage re-use of vacant buildings in downtown; helps support businesses. Cons: Not a vibrant use type that will encourage pedestrian activity.

Discussion on this item centered around the idea that such storage doesn't bring anything to the downtown area. Councilmember Scoble asserted that the downtown should be about commerce, people going in and out of businesses. Councilman Martin agreed but he gave the example of climate controlled storage in a brewing company. Hardin said, in this instance, they are talking about people using it for personal storage as a principal use instead of securing a storage unit.

**It was the consensus of Council that such storage should not be allowed.**

City Manager Woodard did ask the consultants if they could research any potential legal issues or enforcement questions related to such storage? How can the City enforce this? she asked. She expressed concerns about not wanting to put any legal ramifications on staff. Councilmembers noted that there are some buildings downtown where it appears time "just stopped", and they are still filled with items from 10-15-20 years ago. Others use their business to assemble their product and then take it elsewhere. Councilman Martin agreed that he would like to know if there have been any legal rulings on this and how the City would enforce it.

**Again, Council said no to self storage in the downtown area as a business activity.**

Discussion continued. City Manager Woodard said Council must consider is such storage the best use of our downtown? It could be done elsewhere outside the downtown area, it was noted. Councilman Martin agreed that it is not the best use for downtown but would be good elsewhere. Councilman Coates stated that his issue is that if existing buildings are being used for storage, they are not available for businesses/commerce. The City

Manager said, unfortunately, it is cheaper for people to store their stuff in these buildings than rent storage units in some cases. Councilwoman DeJournette added that there are other property owners that do not want to fix up their buildings, which is also a problem of aesthetics. Several Council members agreed. Ms. Tanner noted the importance of aesthetics in attracting people to come downtown.

Mr. Meadows said they would think more about this, especially not bringing in uses that would allow buildings to just sit there. Councilman Martin added that he'd like them to look into how to get current owners to do something with their buildings. Ms. Tanner agreed that certain property owners will be their challenges, but the situation should slowly start to evolve.

Question 9:

**5. Special Use Permit Requirements for Specific Uses – Carry Forward or Remove?**

The current regulations require Special Use Permits for numerous use types, including some that could be reviewed administratively, subject to new use-specific standards.

Pros: More efficient process; reduced legal exposure for the City. Cons: Removes a current discretionary review; concern about loss of public notice.

The consultant noted that the City of Reidsville has used the SUP in lot of ways over the years. They have been used when the use fit within the area. He said he doesn't think the Code has the right uses in it presently.

Their recommendation, Mr. Meadows said, is to abolish the SUP requirements for equestrian facilities, personal service uses in O&I, and bed and breakfast uses; and secondly, to carry forward homeless shelter SUP requirements.

Regarding the homeless shelters, the consultant explained that they are recommending the current requirements be abolished and use development code requirements that are codified.

**It was the consensus of Council to approve the recommendations of the consultants.**

Slide #5 (Continued):

**5. Special Use Permit Requirements for Specific Uses – Carry Forward or Remove?**

The current regulations require Special Use Permits for numerous use types, including some that could be reviewed administratively, subject to new use-specific standards.

Pros: More efficient process; reduced legal exposure for the City. Cons: Removes a current discretionary review; concern about loss of public notice.

In this instance, their recommendation, Mr. Meadows said, is to abolish the SUP requirements for manufactured housing and home occupation uses (daycares, nail salons,

therapeutic massage) and to permit manufactured housing on individual lots in RUR, RMD and RHD Districts.

Manager Woodard noted that SUPs are a means to make things more restrictive. Hardin reviewed some of the district designations.

**Following a brief discussion, it was consensus of Council to follow the consultants' recommendations, but to leave manufactured housing on individual lots out of RMD (current R-12) districts.**

Question 10:

8. **Mobile Restaurant Courts: Land Used for Food Trucks to Congregate On.** This would add a new use type that permits multiple food trucks in one location at one time, subject to new standards for operation, access/safety, refuse collection, signage, lighting, and off-street parking in the HMX or MMX districts. Pros: Innovative method of encouraging food trucks. Cons: Removes a current discretionary review; concern about loss of public notice.

The consultant said they are recommending this new use type for the downtown and in mixed use districts. Hardin said this would work on a vacant park/parcel, but there would be certain requirements for these. Mr. Meadows mentioned those using the property for this reason would have to promise to keep it clean, well-lit, provide parking and storage, etc. Several also mentioned seating as well.

**It was the consensus of Council to follow the consultants' recommendation.**

Question 11:

12. **Artisan Zoning ("Micro Manufacturing"):** Allow in some Zoning Districts, including Downtown Core. This would add a new use type that permits small-scale, low-impact manufacturing of products for direct sale to customers by up to three people in DTC, DTP, LMX, MMX, HMX Districts. Pros: Allows artisans and craftspeople to continue production. Cons: Could raise compatibility issues depending upon impacts (noise, odor, smoke, glare, interference, etc.)

Mr. Meadows said they are recommending the City permit micro-manufacturing subject to new use standards designed to limit negative impacts and promote compatibility.

Discussion briefly centered on what such uses entailed and any possible current non-conforming situations.

**Council agreed with the recommendation by consensus.**

Question 12:

13. **Tobacco/Vape Shops and Consignment Stores.** Should these two different retail uses be separated from other forms of general retail and made subject to special standards (like separation rules, limits on exterior lighting, limits on products available for sale, prohibition in downtown, etc.)? Pros: Allows more targeted control. Cons: Affects property rights; adds enforcement requirements. *It was noted that this also would include flea markets.*

The consultant said their recommendation is to treat these two uses differently and add use-specific standards, and to add separation requirements for these uses, and prohibit consignment stores and flea markets in downtown.

Manager Woodard said this was one of her suggestions. In her hometown of Franklin they did not allow consignment stores in the downtown, she said, because of their neighbors being artisans and the differences involved. She said this would be the Council's chance to allow some and prohibit others if that is their choice. She gave as an extreme example of one business selling a quality product while the other picks up stuff out of the trash.

This led to a discussion of consignment shops vs. antique stores, etc. Councilman Martin asked the consultant if they could come back with some recommendations based on this. Mr. Meadows said that would be hard to do because such things are in the eye of the beholder. Ms. Tanner added that there are also some very high-end consignment stores. It is also hard to regulate where the items sold come from, Mr. Meadows noted.

The consultant said he was not sure what they need to do, but it was agreed that Reidsville doesn't want junk stores in its downtown. Mr. Meadows said this is a tough area because you don't want to create rules that might fight against you and are hard for staff to enforce.

**No actual consensus was stated on this item.**

Question 13:

14. **Short-Term Rentals (Airbnbs, VRBOs).** This is a commercial use of a residential structure (but not dissimilar from a bed and breakfast establishment). NC law does permit these use types to be regulated in limited ways. Pros: Helps protect residential neighborhoods from incompatible uses; helps promote tourism. Cons: Potential legal exposure; requires significant enforcement effort.

The consultant said their recommendation is to recognize these as separate use types that require a zoning permit and permit them in single-family dwellings in all residential and mixed-use districts.

**It was the consensus of Council to follow the recommendation.**

Question 14:

**15. Single-Family Occupancy (SRO): Dormitory-style Residential Dwellings.** This is a method of providing affordable housing in downtown by permitting individual sleeping rooms served by a shared kitchen and bathroom facilities. Pros: Provides needed housing. Cons: Public stigma around this use type.

Mr. Meadows said their recommendation is to do Permit by right with new use standards in downtown and high density residential districts.

As he discussed the stigma related to such living, the consultant said they need to decide “Is this Reidsville?” At its worst, SRO living can turn into skid row, it was noted. Hardin talked about how interest has been displayed in wanting to do such SRO living in some of the City’s commercial buildings in the downtown area. Mr. Meadows did point out that young people today are different, and that unmarried kids still want to be around other young people, etc. He encouraged them to think about it.

Councilman Martin expressed concerns that such living might hinder growth in the downtown and turn off potential investors. Hardin discussed situations where there may be office space downstairs with bedrooms and shared space upstairs. The Councilman said that might bring a better clientele of people living there. Mr. Meadows said it could be limited in scope, mixed usage with some SRO living included along with other uses.

**After further discussion, the consultant said he was hearing from Council, “not now” for this kind of living in downtown.**

Question 15:

**18. Day Cares (Child & Adult): Allow in Residential Districts?** These are commercial operations with two or more employees and two or more children or adults receiving supervisory care during days or nights. Day cares operated inside the home by a resident are not commercial operations, they are home operations. Pros: Very important uses. Cons: Can be disruptive in residential neighborhoods.

Mr. Meadows said their recommendation is to continue to allow as home occupations and to limit operation of commercial day care uses to non-residential zoning districts.

Councilman Martin, noting he did not want to hinder people, asked if they shouldn’t be allowed in residential districts? It was stressed that individuals could still do day cares in their home.

**While support was expressed in continuing day cares inside the home as home operations, no actual consensus was voiced by Council on day cares as commercial operations.**

Mr. Meadows noted the time at 4:06 p.m. He said they had gotten some good information from Council. He said he would share with staff Council's feelings on these issues and consider these suggestions as they moved forward with the Annotated Outline.

**MOTION TO ADJOURN.**

**Mayor Pro Tem Brown then made the motion, seconded by Councilman Coates and unanimously approved by Council in a 7-0 vote, to adjourn at approximately 4:08 p.m.**

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Donald L. Gorham, Mayor

ATTEST:

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Angela G. Stadler, CMC/NCCMC, City Clerk

**MINUTES OF THE REGULAR MEETING  
OF THE REIDSVILLE CITY COUNCIL  
HELD TUESDAY, MARCH 12, 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  
Councilwoman Barbara J. DeJournette (*attended via Zoom due to medical reasons*)  
Councilman William Hairston  
Councilman William Martin  
Councilmember Terresia Scoble

**COUNCIL MEMBERS ABSENT:** Councilman Shannon Coates

**CITY STAFF PRESENT:** Summer Woodard, City Manager  
Angela G. Stadler, City Clerk  
William F. McLeod, City Attorney  
Leigh Anne Bassinger, Human Resources Director  
Drew Bigelow, City Planner I

**CALL TO ORDER.**

Mayor Gorham called the meeting to order.

**INVOCATION BY THE REVEREND RYAN BURRIS, PASTOR OF BAPTIST TEMPLE CHURCH, 729 WENTWORTH STREET, REIDSVILLE.**

Rev. Ryan Burris, pastor of Baptist Temple Church, provided the invocation.

**PLEDGE OF ALLEGIANCE.**

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

The Mayor noted that Councilwoman DeJournette is attending via Zoom and Councilman Coates will not be at tonight's meeting.

**APPROVAL OF CONSENT AGENDA.**

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

**CONSENT AGENDA ITEM NO. 1 - APPROVAL OF FEBRUARY 13, 2024 REGULAR MEETING MINUTES.**

With the approval of the Consent Agenda in a 6-0 vote, the Council approved the February 13, 2024 Regular Meeting Minutes.

**CONSENT AGENDA ITEM NO. 2 - APPROVAL OF THE FEBRUARY 15-16, 2024 COUNCIL RETREAT MINUTES.**

With the approval of the Consent Agenda in a 6-0 vote, the Council approved the February 15-16, 2024 Council Retreat Minutes.

**CONSENT AGENDA ITEM NO. 3 - APPROVAL OF THE PENN HOUSE APARTMENT LEASE AGREEMENT.**

With the approval of the Consent Agenda in a 6-0 vote, the Council approved the Penn House Apartment Lease Agreement as noted in the City Manager's following memo:

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

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

The lease agreement as approved follows:

**STANDARD RESIDENTIAL LEASE AGREEMENT**

- I. THE PARTIES.** This residential lease agreement ("Agreement"), dated February 1, 2024, by and between:  
**LANDLORD:** The Landlord is the City of Reidsville, a municipal corporation, whose address is 230 W. Morehead St. Reidsville, North Carolina, 27320, hereinafter known as the "Landlord", and  
**TENANT:** The Tenant is Harvey Yarbrough, hereinafter known as the "Tenant", agree to the following:
- II. OCCUPANT(S).** The Premises described in Section III is to be occupied strictly as a residential dwelling by the Tenant and the following Occupant: Carly Yarbrough ("Occupant").
- III. LEASED PREMISES.** The Landlord hereby leases to the Tenant, and the Tenant hereby accepts, subject to the terms and conditions of this Agreement, an apartment with a property and mailing address of 324 Maple Avenue, Reidsville, North Carolina, 27320, consisting of 2 bathroom(s) and 2 bedroom(s) (the "Premises"). The Landlord shall send the Tenant any notices to the Premises' aforesaid mailing address.
- IV. PURPOSE.** The Tenant and Occupant may only use the Premises as a residential dwelling.
- V. FURNISHINGS.** The Premises is not furnished. Tenant can furnish the premises as they desire.
- VI. APPLIANCES.** The Landlord shall provide the following appliances:  
Air Conditioner Equipment (2 window units), Furnace, HVAC Equipment, Oven, Refrigerator, Smoke Detector(s), Stove, Thermostats and Controls, all of which shall be on the Premises and functional upon the move-in date of the Tenant ("Appliances and Fixtures").  
Any damage caused to the Appliances and Fixtures from negligence, carelessness, accidents, or abuse shall be the responsibility of the Tenant.
- VII. LEASE TERM.** The term of this Agreement shall be a fixed-period arrangement beginning on February 1, 2024 and ending on December 31, 2024. This Lease shall automatically renew each year, on January 1<sup>st</sup>, so long as the Tenant remains an active, full-time employee of the Landlord. The Lease will not auto-renew if the Tenant is found to be in breach of any condition of the Lease, or the Tenant elects to surrender the property prior to the



end of their employment with the Landlord. The Tenant will be required to move out at the end of the Lease Term unless the Landlord and Tenant authorize a renewal, extension, or separate agreement in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Two (2) pets on the Premises consisting of Birds, Cats, Dogs, Fish, Hamsters, Reptiles, and with no other types or number of pets being allowed on the Premises or common areas ("Pet(s)"). The Tenant shall not be required to pay a fee for any Pet(s) allowed on the Premises. The Tenant is responsible for all damages the Pet(s) cause to the Premises, regardless of the ownership of the Pet(s), and agrees to remedy such damage to the Premises and

restore its original condition at their sole expense. There shall be no limit on the weight of the Pet(s). Pet(s) may be any size and number of pounds.

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

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

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

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

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

**XXI. SURRENDER OF PREMISES.** Upon the expiration of the Lease Term, the Tenant shall surrender the Premises in better or equal condition as it was at the commencement of this Agreement, albeit with reasonable use, wear-and-tear, and damages caused by the natural elements excepted.

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

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

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

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

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

**Landlord's Mailing Address and Contact Information:**

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

**Tenant's Mailing Address:**

Harvey Yarbrough  
324 Maple Avenue  
Reidsville, NC 27320

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

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

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

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

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

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

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

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

**Landlord's Signature:** \_\_\_\_\_  
Summer Woodard as City Manager of City of Reidsville

**Tenant's Signature:** \_\_\_\_\_  
Harvey Yarbrough

## **LEAD-BASED PAINT DISCLOSURE**

***Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards Lead Warning Statement***  
**WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY.**

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

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

**Landlord's / Lessor's Disclosure:**

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

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_

(ii) X Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

(i) \_\_\_\_\_ Landlord has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) X Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Tenant / Lessee's Acknowledgment (Initial):**

\_\_\_\_\_ Tenant has received copies of all information listed above.

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

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

**Certification of Accuracy:**

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

**Landlord's Signature:** \_\_\_\_\_

**Tenant's Signature:** \_\_\_\_\_ (END OF LEASE AGREEMENT)

- End of Consent Agenda -

**PUBLIC HEARINGS:**

**CONSIDERATION OF AN APPLICATION TO REZONE THE FOLLOWING PROPERTY FRONTING ON SOUTH SCALES STREET AND FREEWAY DRIVE, ROCKINGHAM COUNTY PLAT BOOK 97, PAGE NUMBER 66, FROM RESIDENTIAL-20 (R-20) AND HIGHWAY BUSINESS (HB) TO HIGHWAY BUSINESS (HB). CHAD E. ABBOTT OF C3 DESIGN AND ENGINEERING SUBMITTED THE APPLICATION. (DOCKET NO. Z 2024-02)**

In making the staff report, Planner I Drew Bigelow reported that Chad Abbott of C3 Design and Engineering is petitioning to rezone a property with frontage on South Scales St. and Freeway Drive, Rockingham County Plat Book 97, Page 66, from Residential-20 and Highway Business to just Highway Business. The property owner is American Charter Development, she said.

In January 2024, the property was recombined, previously consisting of four individual parcels. At the time of recombination, three of the four parcels were zoned Highway Business, while the fourth parcel was zoned Residential-20. This resulted in the creation of a split-zoned parcel, Bigelow explained. The Residential-20 portion of the parcel encompasses an area of 0.2771 acres, and the entire parcel encompasses an area of 30.3181 acres. By rezoning the entire parcel to Highway Business, she said we are able to eliminate the existing split zoning and bring the parcel into conformity.

Bigelow stated that the surrounding land use is a mix of Residential-20, Highway Business, Residential Agricultural-20, and Industrial-2. The abutting areas to the north and west are zoned Residential-20. The abutting areas to the south and east are zoned Highway Business. Overall, the area is primarily residential with a few commercial and industrial properties mixed throughout. Considering the presence of the

existing Highway Business zoning designation on the majority of the parcel, she said that rezoning this Residential-20 portion to Highway Business would be consistent with the surrounding area.

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

Mayor Gorham opened the public hearing at 6:06 p.m., asking if there was anyone who wished to speak for the rezoning?

Mr. Chad Abbott, C3 Design & Engineering, principal engineer for the company located at 2537 East Lyon Station Road, Creedmoor, North Carolina, came forward. He first commended Council for still starting their meeting with an invocation and the Pledge of Allegiance, saying that is refreshing to see. He said he has had the pleasure of working with City staff over the past several months on this property. As they reviewed the process, it was decided a recombination plat was needed, which is why this rezoning request is being made tonight so that we do not have split-zoned property, he stated. He noted that there is just a sliver on one side of the property that is still zoned residential. To keep this property consistent as a whole and not have a split-zoned property, he said they wish to resolve this .27 acre parcel to Highway Business.

There were no questions from Council for Mr. Abbott.

The Mayor then asked if anyone else wished to speak for the rezoning? No one came forward, and he asked if anyone wanted to speak against? No one came forward, and Mayor Gorham closed the public hearing at 6:08 p.m.

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

The corresponding Resolution follows:

**A RESOLUTION ADOPTING A STATEMENT OF CONSISTENCY AND  
REASONABLENESS REGARDING A PROPOSED AMENDMENT TO THE  
CITY OF REIDSVILLE ZONING ORDINANCE**

**ZONING MAP AMENDMENT  
DOCKET # Z 2024-02**

**WHEREAS**, pursuant to North Carolina General Statutes Chapter 160D-605, prior to adoption or rejection of any zoning amendment, the Reidsville City Council is required to adopt a statement as to whether the amendment is consistent with the Land Development Plan and why the City Council considers the action taken to be reasonable and in the public interest;

**WHEREAS**, on July 12, 2022, the Reidsville City Council adopted the Land Development Plan which included a Future Land Use Map. Plans such as the City of Reidsville Land Development Plan are not designed to be static but are meant to reflect the City of Reidsville's needs, plans for future development and to remain in compliance with North Carolina State Law and the City of Reidsville's ordinances;

**WHEREAS**, the City of Reidsville received a request to rezone a parcel encompassing a total area of 30.3181 acres located along S. Scales Street, Rockingham County Plat Book 97, Page 66.

**WHEREAS**, On February 21, 2024, the City of Reidsville Planning Board voted to recommend to the Reidsville City Council that the rezoning request be approved.

**STATEMENT OF NEED:** The rezoning of the subject property would enable it to be utilized in a way that would benefit the City of Reidsville in future development and growth. These uses are compatible with the surrounding commercial and residential districts.

**STATEMENT OF CONSISTENCY:** The goals of the 2022 City of Reidsville Land Development Plan are to make smart growth decisions by carefully managing growth to:

- A. Revitalize downtown through new development and redevelopment.
- B. Encourage economic development and bring a greater variety of businesses to the City.
- C. Expand available housing stock with options that are attractive and affordable.
- D. Develop community based opportunities for children and young adults.
- E. Improve our parks, trail systems to promote greater Greenway connectivity.
- F. Promote long-term visions for greater connectivity, while preserving our sense of community.

**STATEMENT OF REASONABLENESS:** The Reidsville City Council finds the rezoning amendment reasonable, in accordance with G.S. 160D-605(b), as the subject property allows for the growth and expansion of neighborhoods supporting the local economic base of the City while improving access to quality open spaces and environmental amenities to improve the quality of life for all Reidsville residents.

**WHEREAS**, The Reidsville City Council has considered the written recommendation of the Planning Board and has held a public hearing on the proposed amendment, and the Council desires to adopt a statement describing why the adoption of the proposed amendment is consistent with the City of Reidsville's Land Development Plan, and why the City Council considers the proposed amendment to be reasonable and in the public interest;

**NOW THEREFORE, BE IT RESOLVED BY THE REIDSVILLE CITY COUNCIL THAT:**

1. The Reidsville City Council finds that the proposed amendment to the City of Reidsville's Zoning Map is consistent with the goals and recommendations of the 2022 City of Reidsville's Land Development Plan.
2. At no time are land use regulations or plans of the City of Reidsville or any jurisdiction in the State of North Carolina permitted to be in violation of the North Carolina General Statutes.

3. Therefore, based upon the foregoing information, the amendment to the City of Reidsville's Zoning Map is reasonable and, in the public's best interest.

ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by the City Council of the City of Reidsville, North Carolina.

/s/ \_\_\_\_\_  
**DONALD L. GORHAM, MAYOR, REIDSVILLE, N.C.**

/s/ \_\_\_\_\_  
**Angela G. Stadler, City Clerk**

- End of Public Hearings -

**PLANS & PROJECTS:**

**CONSIDERATION OF CITY OF REIDSVILLE ECONOMIC DEVELOPMENT STRATEGIC PLAN.**

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

**Date:** March 5, 2024  
**To:** Mayor Donald Gorham  
City Council Members  
**From:** Summer Woodard, City Manager  
**Subject:** City of Reidsville Economic Development Strategic Plan

The City of Reidsville contracted with Sanford Holshouser to develop an Economic Development Strategic Plan for the City of Reidsville. The purpose of this plan is to assess growth opportunities for our residential, business and industrial communities in Reidsville. This plan also outlines the history of Economic Development in the City of Reidsville.

Please see the attached City of Reidsville Economic Development Strategic Plan. This plan was discussed in detail at the City of Reidsville's Annual Retreat on February 15, 2024.

If Council desires to approve this plan, the appropriate motion would be to adopt the Economic Development Strategic Plan as presented. *(END OF MEMO)*

**Councilman Hairston made the motion to adopt the plan, which was seconded by Mayor Pro Tem Brown and unanimously approved by Council in a 6-0 vote. (A COPY OF THE CITY'S ECONOMIC DEVELOPMENT STRATEGIC PLAN IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)**

**CONSIDERATION OF RECOMMENDED ENGINEERING FIRM FOR PIEDMONT STREET & ANNIE PENN OUTFALL REHABILITATION PROJECT.**

City Manager Summer Woodard explained that Public Works Director Josh Beck was out handling a family emergency so she would be taking care of his reports today. In making this staff report, she reviewed Beck's March 12<sup>th</sup> memo, which follows:

## MEMORANDUM

**TO:** Summer Woodard, City Manager  
**FROM:** Josh Beck, Public Works Director  
**RE:** Piedmont Street & Annie Penn Outfall Rehabilitation – Recommendation of Engineering Firm  
**DATE:** March 12, 2024

The Engineering Division prepared a Request for Qualifications (RFQ) for local engineering firms to respond on the proposed Piedmont Street and Annie Penn Sewer Outfall Rehabilitation Project. The scope of work includes evaluating the current conditions of the sewer mains for necessary rehabilitation using typical trenchless methods as well as design some minor relocations where sewer mains appear to be previously built upon. The selected firm will also install several flow meters to evaluate potential inflow and infiltration (I&I) in this particular section to assist with future studies and proper pipe sizing.

The RFQ for Engineering Services was emailed directly to the following eight qualified engineering firms as well as published in the Greensboro News & Record:

1. Stimmel & Associates
2. Hazen & Sawyer
3. Davis, Martin & Powell (DMP)
4. Arcadis
5. FEI Consulting
6. McGill Associates
7. Green Mountain Engineering
8. WithersRavenel

Stimmel & Associates, Hazen & Sawyer, and Arcadis all indicated that they have a heavy backlog of work so they declined the opportunity to work on this project; however, we did receive a proposal back from DMP. No response was obtained from the other four firms.

Request:

Based on the one proposal received and knowledge of DMP's municipal experience with this type of work, staff recommends to City Council that we select DMP for the proposed Piedmont Street and Annie Penn Sewer Rehabilitation Project. If approved, staff will then schedule a meeting to begin contract negotiations for your approval at a future City Council meeting. *(END OF MEMO)*

Councilmember Scoble commented that she thought in the future this was going to be happening a lot, getting fewer bids because contractors are so busy, etc. She asked if the City felt comfortable with the bidder? Manager Woodard said we do feel comfortable with DMP based on their previous work with the City.

The City Manager also reminded Council that this project was made possible through the funding received thanks to Representative Reese Pyrtle.

**Councilmember Scoble made the motion, seconded by Councilman Hairston and unanimously approved in a 6-0 vote, to approve as presented.**



**CONSIDERATION OF ENGINEERING CONTRACT AMENDMENT FOR WASTEWATER TREATMENT PLANT BIOLOGICAL NUTRIENT REMOVAL (BNR) PROJECT.**

In making the staff report, City Manager Summer Woodard reviewed Public Works Director Josh Beck’s memo, which follows:

**MEMORANDUM**

**TO:** Summer Woodard, City Manager  
**FROM:** Josh Beck, Public Works Director  
**RE:** WWTP BNR Project – Engineering Contract Amendment  
**DATE:** March 12, 2024

The original contract with McGill Associates for the WWTP Biological Nutrient Removal (BNR) Project was signed on April 10, 2018. Since then, the project was held up for a number of years due to no fault of the selected engineering firm. Furthermore, during our first bid process with this project, several interested construction firms mentioned that the timeline to complete the scope of work was not obtainable post Covid-19 due mainly to equipment lead times. To promote competitive bidding and gain more interest in the project, a decision to extend the construction timeline from 10 months to 18 months was made as well as provide a 6-month delayed notice to proceed. Additionally, since the bids came in higher than originally anticipated, McGill Associates had to rebid the project a second time and modify all bid documents according to the requested revisions once appropriate funding was secured. Finally, section 5 – Period of Service, item 5.2 of the signed contract indicates that if the project is delayed significantly for reasons beyond the Engineer’s control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation. For these reasons outlined above, the engineers are asking for additional compensation for their bidding services and construction administration services. Specifically, they are asking for an additional \$6,000 for bidding and award services for a total of \$18,000 and an additional \$220,000 for construction administration services for a total of \$465,000.

**Request:**

Based on review of the current contract, requested extension of construction duration and events surrounding the previous two bidding phases, staff recommends acceptance of this contract amendment for the WWTP BNR Project with McGill Associates. It should be noted that the previous funding application to the State included the increases outlined above to ensure all necessary funding was in place should Council approve this amendment. *(END OF MEMO)*

**With no questions from Council, Mayor Pro Tem Brown made the motion, seconded by Councilwoman DeJournette and unanimously approved by Council in a 6-0 vote, to approve Amendment No. 1. (A COPY OF AMENDMENT NO. 1 IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)**

**CONSIDERATION OF CONTRACT WITH ALLUMIA/DUKE ENERGY FOR LIGHTING REPLACEMENT AT WATER TREATMENT PLANT.**

In making the staff report, City Manager Summer Woodard reviewed Public Works Director Josh Beck’s memo, which follows:

# MEMORANDUM

**TO:** Summer Woodard, City Manager  
**FROM:** Josh Beck, Public Works Director  
**RE:** Water Treatment Plant Contract with Allumia/Duke Energy  
**DATE:** March 12, 2024

The City of Reidsville Water Treatment Plant was originally constructed in 1978. Throughout the operations building, high service pump building and chemical building, it has over 150 light fixtures, which are mostly original and typically incandescent lighting. Incandescent light fixtures use about five times more electricity than LED light fixtures and have an average shorter life span.

The water plant is looking to work with Allumia, a partner with Duke Energy, to replace lights in the buildings at the plant and install motion sensors to allow better energy savings. The water plant also would gain better lighting in working areas of the plant that are poorly lighted currently.

Allumia has done a cost saving analysis and determined that this would save the water treatment plant an average of \$710 a month in electricity costs.

The program is funded upfront by Allumia and repaid by the City of Reidsville over a seven-year contract. The City of Reidsville's payment to Allumia each month would be \$639. This would be an estimated net savings of \$71. After the seven years, the equipment would be fully owned by the City of Reidsville.

This project comes with money savings, a lower carbon footprint, but mostly it comes with brighter lights throughout the water plant in areas, which will increase safety for our staff. *(END OF MEMO)*

City Manager Woodard gave a "shout out" to Public Works Director Beck and Blake Slaughter of the Water Treatment Plant for looking into this. She added that staff was looking for approval of the proposed contract in the agenda packet.

Councilmember Scoble asked about the savings and whether they are based on our past electric bills and not what they propose our future ones will be? Woodard replied it is based on our current bills and added, that as we all know, electricity costs are going up. The Councilmember also asked about the motion sensors, which is was noted will keep the lights from being on all the time. She then asked what is the lifespan of these new lights? Woodard replied that she did not know the specifics but she knows that anything with incandescent light has a shorter lifespan than LED lighting, a lot of times double the lifespan.

Councilmember Scoble remarked perhaps they will last the seven years of the contract. Councilman Martin noted that oftentimes, they are under warranty for 10 years.

Councilman Hairston thanked Beck and his team for their good work in helping the City to save money.

**Councilman Hairston then made the motion, seconded by Mayor Pro Tem Brown and unanimously approved by Council in a 6-0 vote, to approve the agreement. (A COPY OF THE AGREEMENT IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)**

**CONSIDERATION OF UPDATED PROCUREMENT PLAN AND POLICY FOR THE CITY'S CDBG-INFRASTRUCTURE PROJECT AND CORRESPONDING RESOLUTION.**

In making the staff report, City Manager Summer Woodard reviewed Public Works Director Josh Beck's memo, which follows:

**MEMORANDUM**

**TO:** Summer Woodard, City Manager  
**FROM:** Josh Beck, Public Works Director  
**RE:** CDBG-I Compliance Policy Update (new Procurement Policy & Plan)  
**DATE:** March 12, 2024

The Community Development Block Grant – Infrastructure Program (CDBG-I) recently updated their procurement plan and policy for 2024. To utilize the remaining CDBG-I funds we currently are in receipt of and to be eligible for future grants, we must adopt these recent revisions. All requested revisions to the policy are provided in your packets and notated in red. This request is similar to the previous compliance plans that were updated and adopted by the City in 2020, 2021, and 2023.

Some of the recent changes to the procurement plan and policy includes reasonable cost analysis, ensuring maximum competition is utilized, updates on bid alternate policies, processes to follow after multiple failed bid attempts, and contract modifications i.e. change orders.

**Request:**

To remain eligible for future grants through the CDBG-I program, staff recommend that City Council adopt the updated CDBG Compliance Plans dated January 1, 2024. *(END OF MEMO) (THE AGENDA PACKETS ALSO INCLUDED THE FOLLOWING MEMO FROM THE CITY'S CDBG PROJECT ADMINISTRATOR.)*

**MEMORANDUM**

**To:** City Council, City of Reidsville  
**CC:** Angela Stadler, City Clerk *(via email)*  
**From:** Michele Faison, Project Manager  
**Date:** 03/12/2024  
**Project:** CDBG-Infrastructure Project  
CDBG # 19-I-3112; WR No. 08190820.10  
**Subject:** **CDBG Compliance Plans and Policies**

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The purpose of this memo is to summarize the updated **CDBG Compliance Policy** being presented for adoption at the City Council meeting.

The City was awarded a CDBG-I grant from NC Department of Environmental Quality (DEQ) Division of Water Infrastructure (DWI) in Spring 2020. Previous **Compliance Plans** were adopted in September 2020, March 2021 and November 2023 to meet requirements for participation in the CDBG-I program. DWI has requested that the Procurement Policy and Plan be updated and readopted. The City Clerk is designated as the Compliance Officer for all the Compliance Plans. The following provides a brief summary.

- (1) **Procurement Policy and Plan:** The Plan, effective January 1, 2024, now includes information for the new NC digital system for procurement, what needs to happen after multiple failed seal bidding attempts, clarification on cost reasonable requirements, clarification on change orders and contract amendments, and bid negotiations.

C: CDBG-I Files (*END OF MEMO*)

**With no questions from Council, Councilman Martin made the motion, seconded by Councilmember Scoble and unanimously approved by Council, to approve the updated Procurement Plan and Policy.**

**Councilmember Scoble then made the motion, seconded by Councilman Hairston and unanimously approved by Council in a 6-0 vote, to approve the Resolution.**

Both the approved Procurement Plan/Policy and Resolution follow:

### **Procurement Policy and Plan for CDBG-I Grantees**

WHEREAS, the **City of Reidsville** will comply with the terms and conditions of federal funding that is awarded and accepted, including, but not limited to, the terms and conditions of the Grant Contract, and the most recent version of the *Procurement Policy of the North Carolina Department of Environmental Quality's Water Infrastructure Division, Community Development Block Grant-Infrastructure Program (CDBG-I Program Procurement Policy)*, attached;

WHEREAS, the States were advised by Housing and Urban Development (HUD) to develop their own procurement policies, and the CDBG-Infrastructure Program has developed and adopted the attached policy (*CDBG-I Program Procurement Policy*) as reference for its grantee communities, using portions of 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards," supplemented with NC General Statutes 143-64.31, 143-129, and 143-131; and 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, executive orders, and implementing regulations including the Section 3 clause, per 2 C.F.R. 200.327 (Appendix II of Part 200), 24 C.F.R. 570.489 (g), and 24 C.F.R. 570.607;

WHEREAS, the **City of Reidsville**, as the recipient of Federal CDBG funds, acknowledges its responsibility to and will adhere to the aforesaid *CDBG-I Program Procurement Policy* of the North Carolina Department of Environmental Quality's Division of Water Infrastructure;

WHEREAS, the **City of Reidsville** will, to the extent applicable, follow methods of procurement, procure by contracting with small, minority firms, women's business enterprises, and labor surplus area firms, when those entities offer the best level of knowledge, skills and abilities for professional services, and when those entities offer the knowledge, skills and abilities and are the lowest cost responsive, responsible bidders in building trade and related services; and

WHEREAS, the **City of Reidsville** will demonstrate contract cost and price awareness and adhere to awarding agency contract provisions (2 CFR Part 200, Appendix II, except for items F and J, which were not adopted by the CDBG-Infrastructure Program, as allowed under 2 CFR Part 200.101(e)(1));

NOW THEREFORE, BE IT RESOLVED;

SECTION 1: All procurement of goods and services by the **City of Reidsville** with CDBG grant funds shall be accomplished in accordance with the requirements of the *CDBG-I Program Procurement Policy*, and HUD implementing regulations at 24 CFR Part 570.489 (g) and (h), which prohibits cost plus a percentage of construction cost method of contracting for services.

SECTION 2: In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, Executive Orders, and implementing regulations including the Section 3 clause, per 2 C.F.R. 200.327 (Appendix II of Part 200), 24 CFR 570.489(g), 24 C.F.R. 570.607, or the North Carolina General Statutes Chapter 143 applying to procurement in general by North Carolina municipalities and counties.

SECTION 3: When Federal and State regulations are different, the more restrictive regulation shall apply to the procurement in question, as outlined in the *CDBG-I Program Procurement Policy*

SECTION 4: The **City of Reidsville** will adhere to the following guidelines during procurement of goods and services using Federal funds:

- A. In all cases where goods or services are procured based on one bid or proposal received, the **City of Reidsville** will follow established principles to verify the reasonable cost of the procurement and shall contact the State Agency supervising the grant program before making any contract award based on non-competitive negotiation. The **City of Reidsville** shall follow all noticing and advertising requirements prior to accepting the single source respondent. Written permission from the CDBG-I Program shall be obtained prior to entering into a single source contract.
- B. Section 3 certified businesses, and historically underutilized businesses, including women-owned and minority-owned enterprises shall be included on bidders' or professional services' lists maintained by the **City of Reidsville**. Firms shall be solicited for all competitive negotiations, small purchases, and informal and formal bids when such firms are potential competitive sources for goods and services.
- C. As applicable, appropriate and to the extent consistent with law, the **City of Reidsville** shall, to the greatest extent practicable under a federal award, provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, Buy American preferences set forth in 2 C.F.R. part 184, for their infrastructure project.

SECTION 5: The **City of Reidsville** will adhere to the following guidelines during procurement of professional service contracts:

- A. Professional services shall be procured through the use of Request for Proposals (administrative services) or Request for Qualifications (engineering services). Respondents offering administrative services shall be selected on the basis of the best qualified respondent for the price. Respondents offering engineering services shall be selected on the basis of the best qualified respondent, without regard for price. A written

selection procedure shall be used to evaluate respondents, and those records maintained in the procurement files.

- B. The **City of Reidsville** shall develop a written scope of work for each service to be awarded on the basis of competitive negotiation, which shall include descriptions of tasks to be completed, project timetables, and an outline of fee proposal requirements. The selected engineering services respondent and the **City of Reidsville** shall then enter into competitive negotiations to arrive at a mutually agreeable price for engineering services. All contracts awarded through competitive negotiations shall be awarded strictly on the basis of the written selection procedure.

SECTION 6: The **City of Reidsville** will adhere to the following guidelines during procurement of construction contacts:

- A. Construction service contracts shall be competitively bid using sealed bids, with the award going to the lowest responsive, responsible bidder. A minimum of three bids shall be received prior to opening the sealed bids.

SECTION 7: Additionally, the **City of Reidsville** will adhere to the following guidelines during all procurement:

- A. Prior to any contract award, the **City of Reidsville** shall verify the consultant and/or contractor's eligibility to participate in a federally assisted program.
- B. No consultant or bidder shall assist in the development of the Request for Proposals, in the Request for Qualifications, nor the construction bid posting in which the consultant or bidder has a direct or indirect interest.
- C. No consultant or bidder shall assist in the evaluation of proposals or bid packages for contracts in which that consultant or bidder has a direct or indirect interest. The **City of Reidsville** shall adhere to all applicable Federal and State conflict of interest regulations in making contract awards.
- D. The **City of Reidsville** shall request references or check references of contractors or firms who are awarded contracts with Federal grant funds and will request a written warranty for all goods and services provided through the small purchase's procedure.
- E. The **City of Reidsville** shall not award any contract for federally-assisted projects on a contingency or cost-plus-percentage of construction basis.
- F. The **City of Reidsville** shall hold a pre-bid meeting and a pre-construction meeting for each construction project bid competitively using CDBG-Infrastructure funds. Evaluation criteria for the bids may add points for attending the pre-bid meeting of contractors, but it is not a prerequisite.

**PASSED BY THE CITY COUNCIL, CITY OF REIDSVILLE, NORTH CAROLINA.**

Adopted this 12<sup>th</sup> day of March, 2024.

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

ATTEST:

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

**CITY OF REIDSVILLE  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
RESOLUTION TO ADOPT UPDATED CDBG COMPLIANCE PLANS**

*A Resolution Authorizing the Adoption of the COMPLIANCE PLANS for the CITY OF REIDSVILLE during the implementation of the North Carolina Small Cities Community Development Block Grant (CDBG) Program.*

WHEREAS, the CITY currently participates in the Small Cities CDBG-I Program under the Housing and Community Development Act of 1974, as amended, and administered by the North Carolina Department of environmental Quality (DEQ), Division of Water Infrastructure (DWI); and

WHEREAS, the City adopted the following CDBG policies and plans on September 8, 2020:

- Equal Opportunity Plan
- Procurement Plan
- Language Access Plan
- Local Jobs Initiative (Section 3 Plan)
- Citizen Participation Plan
- Residential Anti-Displacement and Relocation Assistance Plan
- Section 504 Grievance Procedure
- Policy Prohibiting Excessive Use of Force
- Conflict of Interest Policy

WHEREAS, the City adopted the following CDBG policies and plans on March 9, 2021:

- Updated Citizen Participation Plan
- Fair Housing Plan

WHEREAS, the City adopted the following CDBG policies and plans on November 14, 2023:

- Section 504 Self-Evaluation Survey and Grievance Procedure
- Section 3 Plan
- Equal Opportunity Policy and Plan
- Procurement Policy and Plan
- Language Access Plan

WHEREAS, the DWI is requiring the following updated plan under this program;

- Procurement Policy and Plan

THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the CITY OF REIDSVILLE, North Carolina:

That this updated policy and plan is hereby submitted and adopted and to be used throughout the implementation of the CITY OF REIDSVILLE CDBG PROGRAM.

Adopted this 12th day of March, 2024.

/s/  
Donald Gorham, Mayor

ATTEST:

/s/  
Angela Stadler, City Clerk

**HUMAN RESOURCES:**  
**CONSIDERATION OF MARKETING/ECONOMIC DEVELOPMENT RESTRUCTURING.**

In making the staff report, City Manager Summer Woodard reviewed her March 5<sup>th</sup> memo, which follows:

**Date:** March 5, 2024  
**To:** Mayor Donald Gorham  
City Council Members  
**From:** Summer Woodard, City Manager  
**Subject:** Director of Marketing and Economic Development

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

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

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

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



I would also like to propose taking the savings from combining these two (2) positions and creating a new position titled “Business Development Manager.” This position would report to the Director of Marketing and Economic Development. The primary purpose of this position would be to assist new and existing businesses with navigating through the business process. For example, if an individual is interested in starting a bakery in the City, their point of contact would be the Business Development Manager. This employee could walk them through a step-by-step process on who they needed to speak with and what paperwork or grants would be available to assist their business.

If City Council is in favor of this restructuring and creating a new position titled Business Development Manager, the next step would be for Administration to work with Human Resources and create job descriptions for a Director of Marketing and Economic Development and a job description for a Business Development Manager. Please see attached a new proposed organizational flow chart. (END OF MEMO) *(A COPY OF THE FLOW CHART IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.)*

City Manager Woodard noted that staff and Council had discussed this at the Council Retreat. As she reviewed her memo, she also talked of the need for open communication and dialogue and to help make ourselves easily accessible to our residents. She said she thought a lot of support could be garnered for this Business Development position, the one point of contact or liaison to walk them through the process. The potential business is not just left to figure it out, she explained.

Manager Woodard said our HR Director has done an outstanding job working on those descriptions, and we do have a preliminary draft. She said they are also working with Leniece Lane of our marketing firm to “pretty up” the advertisements for these positions to try and get the right individuals for these roles. She said they are looking at creative ways to garner more support for these positions. She said staff just wanted to get Council’s blessing to move forward. She added that while this is a cost savings for our residents, it is also providing a service as we combine those two positions and use those savings to create this instrumental role in business navigation for the City of Reidsville.

Mayor Gorham agreed, saying it sounds like it will cut out some of the red tape and enhance our customer service. Councilman Martin noted that he had tried to reach out to the City Manager just yesterday due to a citizen interested in opening up a business on Freeway Drive, adding that there is a need for such a position. He said some might question why we wouldn’t just save those monies instead of creating another position, that someone else could do that, but he said there is obviously a need for it. Manager Woodard thanked the Councilman for his comments. Councilmember Scoble, noting all of our positions are important, said this Business Development Director position is going to be our future.

An audience member interested in opening a taco store started speaking, but the Mayor noted this was not the time, saying staff could get her information to contact her later.

**Councilmember Scoble then said “so moved” to the restructuring, which was seconded by Councilman Hairston and unanimously approved by Council in a 6-0 vote.**

**CONSIDERATION OF CHANGES TO THE CITY'S PERSONNEL POLICY HELD OVER FROM LAST MONTH'S MEETING FOR ADDITIONAL UPDATES.**

Before beginning her report, Human Resources Director Leigh Anne Bassinger noted that when she was coming in prior to the meeting, there were a lot of children playing at the All-Inclusive Park. She

overheard a little boy tell his dad how much fun it was and could they come back tomorrow. She said “kudos” on that park and the impact it is having on the community. Mayor Gorham agreed it was one of the best things they’ve ever done.

Bassinger then reviewed her February 29<sup>th</sup> memo, which follows:

Memorandum

To: Summer Woodard, City Manager  
City of Reidsville  
From: Leigh Anne Bassinger, Director  
Human Resources Department  
Date: February 29, 2024  
Re: Proposed Changes to the Personnel Policy

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

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

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

Article IV: The Pay Plan; Section 12: Call-Back Pay has been revised to compensate all employees who are a part of their department or divisions on call rotation at \$100/week. This policy has also been updated to ensure all employees who are on call are compensated at a minimum of two hours if they are called back into work. Additionally, the reference to overtime pay for call-backs occurring on City-observed holidays has been removed, as this is no longer a practice with the City of Reidsville.

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

Article VIII: Holidays and Leave; Section 5: Vacation Leave has been modified to allow higher vacation accrual rates for employees hired with local or municipal government service from

out-of-state. Previously, only service in North Carolina was recognized. In addition, wording was added to clarify that the maximum vacation payout for an employee separating from service with the City of Reidsville will be 240 hours. The exception to this policy is also defined.

With the approval of these recommended changes, the changes will be communicated to all employees via email and through interoffice memorandums. The Personnel Policy available to all employees on the Share Network Drive will be updated to the newest version which will contain these changes. When the next printing of the policy for new hires is needed, it will include these recommended changes. (END OF MEMO)

Bassinger noted at the Council Retreat in February, they reviewed several policy proposals and made some additional revisions Council had requested. Specifically were changes to the on-call policy, noting that there had been different rates of pay for being on call in different divisions along with different guaranteed number of hours of pay if an employee was called back in, she explained. Council asked that staff standardize that, Bassinger noted, and they have made it consistent that if you are paid to be on call for the City of Reidsville, regardless of which department or division you are in, you will be compensated \$100 per week and guaranteed a two-hour minimum if you are called out after regular business hours.

Now that the changes have been made to the on-call, she asked if Council would agree to approve all of the changes proposed at the Retreat?

**Mayor Pro Tem Brown made the motion, seconded by Councilman Martin and unanimously approved by Council in a 6-0 vote, to approve the proposed changes to the Personnel Policy.**

The policy changes as approved follow:

#### Section 26. Paternity Leave Policy

Fathers of new born children can use up to one week of their available sick leave for Paternity Leave. If a father wishes to take more than one week of leave, they may utilize their available vacation leave, with the approval of their supervisor.

If the child or the mother suffers a serious health condition following delivery, the father may be eligible for up to 12 weeks of FMLA-protected leave, if all the conditions for FMLA-eligibility are met. In this situation, the father may utilize their available sick leave while caring for the mother or the baby.

Additionally, fathers may be eligible for up to 12 weeks of FMLA-protected vacation following the birth or adoption of a child for baby bonding. This time off must be taken during the first year of the child's life, may be intermittent or continuous, and will be paid from the employee's available vacation leave. Fathers may elect to utilize unpaid leave for all or part of their bonding absences.

#### Section 27. Maternity Leave Policy

Mothers of new born children can utilize their available sick leave for their recovery following the birth of a child. New mothers maybe eligible for light or restricted duty, depending on the restrictions imposed by the obstetrician. While new mothers are recovering from delivery, they may utilize their available sick leave until cleared to return to unrestricted work.

If the child or the mother suffers a serious health condition following delivery, the mother may be eligible for up to 12 weeks of FMLA-protected leave, if all the conditions for FMLA-eligibility are met. In this situation, the mother may utilize their available sick leave while caring for themselves or the baby.

Additionally, mothers may be eligible for up to 12 weeks of FMLA-protected vacation following the birth or adoption of a child for baby bonding. This time off must be taken during the first year of the child's life, may be intermittent or continuous, and will be paid from the employee's available vacation leave. Mothers may elect to utilize unpaid leave for all or part of their bonding absences.

## Section 12. Call-Back Pay

The City of Reidsville provides a continuous twenty-four hour a day, seven day a week service to its customers. Therefore, it is necessary for certain employees to respond to any reasonable request for service at any hour of the day or night. One of the conditions of employment with the City is the acceptance of a share of responsibility for continuous service, in accordance with the nature of each job position. If an employee fails to respond to reasonable calls for emergency service, either special or routine, the employee shall be subject to disciplinary action up to and including dismissal.

Whether nonexempt employees must be paid for their on-call time depends on whether they are "waiting to be engaged" or are "engaged to wait" as defined by the Fair Labor Standards Act (FLSA). According to the FLSA regulations at 29 C.F.R. §785.17, "An employee who is required to remain on-call on the employer's premises or so close thereto that he cannot use the time effectively for his own purposes is working while 'on-call.'" These employees are engaged to wait and are therefore compensated for the time they are on-call.

If an employee who is on-call can use his or her time freely and is not performing a specific assigned task, that employee is waiting to be engaged. The employee can be available by telephone if needed; however, since he or she is waiting (off-duty), the employee is not compensated for that time.

If an on-call employee must carry a paging device such as a beeper, pager or cellular phone, *and* the employee is relieved of his or her duties, the time is unpaid unless the employer has an on-call policy that specifically requires pay during such times. Federal court decisions have held that on-call employees are not overly constrained by a paging device. Therefore, the unpaid, waiting-to-be-engaged status could apply to those employees who are not required to wait at or near the worksite.

All City of Reidsville employees who are on the active call back rotation list for their department or division will be compensated at the rate of \$100 per week for each week they are actually on routine call back duty. This additional compensation may result in a higher than normal overtime rate of pay, designated as Overtime 2, during the week the employee is on call.

All employees who are to receive overtime compensation under this policy will be guaranteed a minimum payment of two (2) hours wages for being called back to work outside of normal working hours. The two-hour call back period or the actual hours worked during the call back, whichever is greater, will be combined with the employee's other hours worked so that all actual hours worked over 40 in the week are paid at time and one half.

Public Services employees who are asked to work on special duty due to anticipated inclement weather, etc., will not receive the \$100 per week call back pay unless they are already on routine call back assignment for that week.

Police Detectives/Special Investigations employees who are designated as on-call will be guaranteed a minimum payment of two (2) hours wages for being called back to work outside of normal working hours. The two-hour call back period or the actual hours worked during the call back, whichever is greater, will be combined with the employee's other hours worked so that all actual hours worked over 171 hours in the 28-day work period are paid at time and one half.

Fire Department employees who are designated as on-call will be guaranteed a minimum payment of two (2) hours wages for being called back to work outside of normal working hours. The two-hour call back period or the actual hours worked during the call back, whichever is greater, will be combined with the employee's other hours worked so that all actual hours worked over 212 hours in the 28-day work period are paid at time and one half.

All other City employees in all other departments may be subject to call ins in the event of an emergency situation, such as winter weather or natural disaster. These employees will be guaranteed a minimum payment of two (2) hours wages for being called back to work outside of their normal working hours. Only the portion of that two hours which is physically worked is counted toward the weekly overtime threshold of 40 hours physically worked in the week. Once the threshold has been met, employees will be compensated at time and one half. These employees will not be compensated for being on call.

## Section 1. Insurance Benefits

- A. **Active Employees:** The City may provide individual medical, dental, vision and life insurance to all employees occupying full-time, regular, budgeted positions. Employees shall be enrolled in the programs in accordance with the provisions of the insurance contracts and on the first day of employment.

Deductions shall be allowable, at the option of the employee, to provide medical, dental, vision and life insurance for dependents in accordance with the provisions of the insurance contracts.

- B. **Retirees:** Employees who retire with the City under the North Carolina Local Government Employees' Retirement System may continue medical, dental and vision insurance for themselves under the City's group policy. An employee must retire under the North Carolina Local Government System and draw or currently be eligible to draw benefits from the system in order to qualify for payment of all or part of the medical, dental and vision insurance premium. Retirement system regulations on eligibility for retirement govern eligibility for the retiree health insurance program. Employees who elect to retire early under the provisions of the LGERS may not be eligible for City-provided retiree health insurance benefits.

Retirees will be eligible to participate in the annual open enrollment for health, vision and dental benefits. Retirees shall be able to modify their spouse and/or dependent information during open enrollment. The only other changes allowed to retiree coverage during the year shall be subject to the qualifying life event restrictions as defined by the Internal Revenue Service.

The City will pay the premium for retirees based on creditable years of service with the state retirement system and the City of Reidsville. The premium payments for the coverage shall be based on policies established by the City Council, subject to change.

For retirees eligible for a 50% premium benefit from the City, the retiree must pay the remaining premium in accordance with the requirements of the third-party administrator. Failure to pay retiree premiums in a timely manner will result in the loss of eligibility for coverage for the retiree. Once coverage has been discontinued, it cannot be reinstated.

The following premium payment schedule shall be in effect until changed:

Retired with City Services		Individual Premiums	
<i>At Least</i>	<i>Not More Than</i>	<i>City Pays</i>	<i>Employee Pays</i>
25 years, the last 10 with the City of Reidsville	30 years	50%	50%
30 years and over, the last 10 with the City of Reidsville		100%	0%
5 years disability, with all time served with the City of Reidsville		50%	50%

Retirees may elect to purchase health care and/or dental care insurance coverage for their eligible spouse and dependents, and the retiree shall pay the full cost of this dependent coverage.

Retiree payment of premium(s) for dependents must be paid in accordance with schedules and procedures established for the City’s benefit by the third-party administrator for the group health, vision and dental plan. Failure to pay the required premium(s) will result in loss of coverage; once coverage has been discontinued, it cannot be reinstated.

The City’s payment of premiums for group health and dental coverage for retirees will be discontinued when the retiree becomes eligible for Medicare due to age (sixty-five) or disability. This change in status occurs on the first day of the month of the month in which the retiree turns 65.

#### Section 5. Vacation Leave – Policy

Vacation leave shall be used for time off from work and for unexcused absences due to adverse weather conditions.

Employees begin accruing vacation leave on the initial date of employment. Full-time regular employees will earn vacation time beginning with the first payday and will continue to accrue vacation time while on pay status or workers’ compensation leave. Each employee occupying a full-time, regular, budgeted position shall earn vacation leave on a pay period basis in accordance with the following schedule of total service:

Years of Continuous Service/Hours Accrued Per Month					
Service	Days/Year	37.5 Hour	40 Hour	Fire Regular	Fire Shift
0 – 5 Years	10	6.25	6.67	8.83	9.33
6 – 10 Years	12	7.50	8.00	10.60	11.20
11 – 15 Years	15	9.375	10.0	13.25	14.00
16 – 20 Years	17	10.63	11.34	15.02	15.87
21 – 24 Years	20	12.50	13.34	17.67	18.67
25+ Years	25	15.63	16.67	22.09	23.34

To facilitate recruitment of qualified persons with appropriate governmental experience, upon employment of a new employee, vacation accrual rates may be adjusted to reflect service with another governmental employer with the North Carolina State or Local Government Retirement Systems. Consideration will be given to employees’ years of service with local of municipal governments in other states, with the approval of the City Manager. Years of service must be certified with the immediate past state or local government employer.

Vacation leave will continue to accrue with no maximum. On July 1<sup>st</sup> of each year, any employee with more than 240 hours of vacation will have the excess vacation balance rolled over into their available sick leave.

The maximum vacation payout will be 240 hours, regardless of an employee’s balance at the time of separation or retirement from the City of Reidsville. There are a limited number of employees who were allowed to set a higher maximum vacation payout limit in August 2022, with the original adoption of the changes to vacation accrual rates and policy. The master list of these exceptions is maintained by Human Resources. No other exceptions shall be allowed. *(END OF PROPOSED POLICY CHANGES.)*

**CONSIDERATION OF CITYWIDE BILINGUAL CERTIFICATION SALARY INCREASE PROGRAM.**

Human Resources Director Leigh Anne Bassinger moved directly into her report on a Citywide Bilingual Certification Salary Increase Program. Her memo follows:

Memorandum

To: Summer Woodard, City Manager  
City of Reidsville  
From: Leigh Anne Bassinger, Director  
Human Resources Department *L.A.B.*  
Date: March 1, 2024  
Re: Citywide Bilingual Certification Salary Increase Program

As suggested by City Council during the recent budget retreat, attached is a proposed program to financially compensate all City of Reidsville employees who can demonstrate proficiency in a second language, and who have routine and frequent contact with the general public, local business owners or visitors to Reidsville as a part of their job.

The policy explains the process to recommend an employee for eligibility, the testing process and the amount of the compensation per pay period. It also defines the expectations of employees who have been certified as bilingual.

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

Bassinger said the Police Department had done a really good job creating a police interpreter policy for those employees fluent in more than one language in doing police business. Council had asked if we would look at doing it Citywide, she said. Working with what the PD had already created and in talking with her peers in human resources, the HR Director explained they had come up with a bilingual pay incentive policy that would only be given across City departments if the employee could demonstrate a true fluency in reading, writing, speaking and listening to a second language other than English. They would be compensated at a rate of \$50 per pay period as long as they remain fluent, she added. She said we would work with an outside vendor to ensure the employees are fluent, etc. They would also be charged with helping to write written materials in other languages as well, including documents, signage, and maybe in the future, the agenda packet, etc., in a different language, she said. The HR Director said they will try to do that kind of work during their regular hours while issues of life or property damage, the employees would have to be available after work hours to function as an interpreter to speak with a resident, etc. regarding a very serious matter.

Councilman Martin asked if the employees would have to be recertified every so often to maintain that certification? Bassinger said that was not built into the policy, but she agreed that is not a terrible idea. Since this is a new policy, she advised that we see how it goes, adding that she doesn't think we will have a lot of people step forward saying they can speak multiple languages. The ones that will be certified are more likely those who are bilingual and use a second language in their homes or with their families, etc., she noted. If we have someone in the future who wants to do language lessons not in their native language, we might then look at a re-certification process, Bassinger said.

Councilman Martin said he didn't think Bassinger understood what he was asking. Is there a re-evaluation of that certification every couple of years? The HR Director said not a formal re-evaluation through HR but their supervisors will monitor the use and whether the employee remains bilingual, she stated. Councilman Martin said, from a law enforcement and court standpoint, if they don't maintain their certifications, they can be challenged in court. He said it depends on whatever the standards of the Department of Justice are and could affect winning or losing a court case. Bassinger said that may be included in the Police Department's policy, separate from a Citywide policy. Asked for his opinion, Police Chief Ray Gibson said it is not a bad idea. Councilman Martin stated that cases had been thrown out of court or jeopardized because the interpreter was disqualified. He said he thought such certification was annual but that could be checked by legal counsel.

Mayor Gorham asked if Council could pass this without delaying the vote? The City Manager said she felt they could but staff could also add that in. She said she could include what they found out in her City Manager's Report next month and they can ask those groups that are doing the certifying what they recommend. That way we can go ahead and get this up and going but report back in her report next month, Manager Woodard said.

Councilmember Scoble asked how many different languages we might be able to use? Bassinger said currently she is only aware of employees who speak Spanish fluently. Those who speak other



languages may come up to them after this comes out, she added, but she said she didn't know if we have a great need for other languages. She said this needs to be driven by our need rather than by a person's ability, i.e., in a language where there is no need. Councilmember Scoble agreed.

**Councilmember Scoble then made the motion, seconded by Councilman Hairston and unanimously approved by Council in a 6-0, to approve the policy.**

The bilingual policy as approved follows:

## Bilingual Certification Salary Increase Program

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### **SECTION 1: BACKGROUND**

Reidsville is a diverse community with our residents, business owners and visitors representing numerous ethnicities and heritages. In order to better meet the needs of our residents, and to improve our ability to communicate clearly with our customers for whom English may be a second language, the City has developed a certification salary increase program for customer facing employees who successfully demonstrate proficiency in a second language.

### **SECTION 2: PROFICIENCY**

Proficiency will include successful demonstration of the four components of a second language: reading, writing, speaking and listening. The City of Reidsville will contact an outside agency whenever an employee wishes to be declared bilingual. The outside agency will perform the employee testing in the four areas of proficiency and then provide the City with the decision as to the employee's abilities in the second language. Employees that are deemed proficient will be eligible for \$50/pay period.

The City may send employees periodically for retesting to ensure continued proficiency. If an employee is unable to demonstrate continued proficiency, the certification salary increase will be removed from their payroll record.

### **SECTION 3: ELIGIBILITY**

Employees in positions which have routine and frequent contact with the general public, local business owners or visitors to the City of Reidsville may be eligible for the certification salary increase program. Eligibility will be determined with input from the employee's supervisor or Department Director and the Human Resources Department. Consideration will be given to areas of operations in which a second language may be critical to the day-to-day operations of the City.

### **SECTION 4: TESTING**

Testing will be completed by an approved testing center, selected by the Human Resources Department. The test will include all four components of proficiency – reading, writing, listening and speaking. Employees testing for eligibility will be compensated for their travel time to and from the testing facility, provided they successfully demonstrate proficiency. Employees who fail the certification test will bear the cost of travel to the testing site.

If an employee fails to demonstrate proficiency, they will be required to wait 6 months before being eligible for retesting.

### **SECTION 5: EXPECTATIONS**

Employees certified as proficient in a language other than English are expected to be available to function as an interpreter during their regular work hours. Their assistance as an interpreter may be required by a department or division outside their normal assignment. Supervisors should remain aware of who may be called upon to translate during the work day.

In the case of an after-hours emergency, certified employees may be contacted for assistance in translating for non-English speakers. The reason for making contact after normal business hours should be limited to emergency situations where the risk of loss of life or substantial property damage is present.

Additionally, certified employees may be asked to help translate written communication and signage into a second language for the City of Reidsville. Every effort will be made to have translation of written materials completed during the employee's regular work shift.

### **SECTION 6: BILINGUAL SALARY INCREASE REQUEST FOR CONSIDERATION**

I believe that \_\_\_\_\_ (employee name) should be eligible for the Bilingual Certification Salary Increase because:

1. The employee has reported proficiency in a foreign language.
  2. The City of Reidsville has residents, business owners or visitors who speak the same foreign language.
- AND
3. The employee frequently or routinely interacts with customers or visitors in their regular job duties.

\_\_\_\_\_  
Supervisor or Department Director

\_\_\_\_\_  
Date

I have read and understand that in order to be considered for the Bilingual Certification Salary Increase, I must meet the proficiency criteria in reading, writing, speaking and listening to a foreign language present in the citizens, business owners or visitors to the City of Reidsville. I understand the purpose of this program and the expectations and responsibilities of employees certified in the program.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date (*END OF POLICY/DOCUMENT*)

### **PUBLIC COMMENTS.**

#### **Opening a Business.**

Mi Chung of 804 Piedmont Street, Reidsville, came forward. She asked if the sewer improvements discussed earlier affect 804 Piedmont? The Mayor said they could just listen to her right now, but they could take down her information and have someone contact her. Ms. Chung said she was planning to make that location into a taco store with her family members from Mexico.

#### **Sprinkle Street/Scales Street Intersection.**

Ms. Vanessa Wilson of 403 Sprinkle Street, Reidsville, thanked Council for addressing the parking situation at the west end of Sprinkle she had mentioned at a previous meeting. She then asked if anyone had checked on making changes to the tight turn needed at the Sprinkle Street/Scales Street

intersection? She noted that when turning right onto Sprinkle from Scales, people often run onto the curbing due to the tightness of the turn. She also asked how one could give involved with the Historical Society? Mayor Gorham asked Ms. Wilson to leave her contact information, and staff would check into it.

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

City Manager Summer Woodard reviewed her March City Manager’s Report, which follows:

**Date:** March 4, 2024  
**To:** Mayor Donald Gorham  
City Council Members  
**From:** Summer Woodard, City Manager  
**Subject:** City Manager’s Monthly Report

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**Upcoming Events:**

- NCLM Town and State Dinner on March 20, 2024 at Meridian Restaurant in Winston-Salem from 5:15 p.m. to 8:00 p.m.
- NCLM City Vision 2024 will be Tuesday, April 23 through Thursday, April 25, 2024 at the Benton Convention Center in Winston-Salem.

**Personnel:**

- Assistant City Managers Haywood Cloud, Chris Phillips and I worked at Public Works on February 22, 2024 as part of our “Walk a Day in Their Shoes” program. Assistant City Manager Cloud spent the day with the Streets Department pouring concrete. Assistant City Manager Phillips spent the day at the Waste Water Treatment Plant working in the facility. I spent the day in the Solid Waste Department.
- Gary Lovelace retired with the City of Reidsville on February 29<sup>th</sup>. He was the Streets Supervisor and had been with the City of Reidsville for over twenty (20) years.
- The City of Reidsville is recruiting for an Assistant Public Works Director. This position was discussed at the City Council retreat last month. This would be a position reclassification and existing budget dollars will be to fund this reclassification.

**Projects & City Updates:**

- **Splashpad** - Recently, the door hardware, plumbing and flooring have been completed. Fencing installation is under way and should be completed by March 1<sup>st</sup>. L Square is currently in the beginning stages of testing all equipment, and Vortex will be onsite March 14-15 for official startup and testing. The EIFs mockup was approved on February 28<sup>th</sup> and is released to begin along with a final exterior coat of paint. The electrician is still waiting on a breaker for the grinder pump so testing of the plumbing systems is limited at this time. The construction fencing is scheduled to come down shortly so all disturbed areas can be seeded. The designer punch list is tentatively scheduled for March 14-15. Cirrus Construction is pushing to complete this project by March 15<sup>th</sup>.
- **Penn House Building Project** – The punch list backcheck was completed on February 28<sup>th</sup> but has several items still outstanding that must be completed before the construction project can

officially be closed out. We had staff training scheduled on March 1<sup>st</sup> for the various new systems with Emme and her team. The new dumpster pad was poured on February 22<sup>nd</sup> with the assistance of Haywood Cloud, Assistant City Manager. The dumpster enclosure is being fabricated offsite, and we hope to install next week.

- **Settle Street Streetscape Project** - Currently Public Works had been on hold and waiting on City Plumbing to run a new waterline across Settle Street to provide fire protection coverage at the ongoing renovations of Backward Glance. The roadway was milled on March 1<sup>st</sup>, and the traffic loops at the intersections were installed on March 3<sup>rd</sup>. The following week, weather permitting, repaving of the roadway and the stripping of both the centerline and parking spaces was scheduled to be done. Electrical work is ongoing, and we hope to complete this work by mid-March. Our fiber contractor is in recovery from a significant health issue, and we are waiting on a timeframe from them on installation. New trash receptacles arrived on February 28<sup>th</sup> and the proposed plantings were recently installed.
- **Bus Stop Shelter** - Public Works also installed the last Skat bus stop shelter last week. The final shelter was placed at the City of Reidsville Splashpad.
- **Unidirectional Flushing** – Since 2013 the City has undergone periodic unidirectional flushing, which is designed to rid water lines of sediment and other minerals. The goal of this flushing is to progressively flush the water system beginning at the point of entry for the water and working outwards to the edges of the system. This provides an efficient method of performing the work and helps prevent disturbed sediment from circulating through the system, minimizing discolored water episodes. The last time the City performed this service was in the fall of 2018. I have just signed a contract with Hydromax USA to do this program beginning the first of April and continuing through the end of May. The City will be divided into 14 zones to be flushed with each zone taking multiple days to complete.
- **Budget Amendments** - Please see the attached budget amendment.

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

- 2/5 - Employee Evaluation Meetings
- 2/7 - Chamber of Commerce Awards Ceremony
- 2/8 - New Employee Orientation
- 2/9 - News and Views Show with the Chamber of Commerce
- 2/13 – City Council Meeting
- 2/15 - City Council Retreat
- 2/16 - City Council Retreat
- 2/20 - Lunch and Learn
- 2/22 - Walk a Day in Their Shoes Program
- 2/26 - Mayor & Managers Dinner in Eden (*END OF REPORT*)

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

**Mayor Pro Tem Brown** – Mayor Pro Tem Brown reported attending the following: 2/15-2/16, City Council Retreat at Penn House; 2/18, McLaurin Neighborhood Association Annual Friendship Rally at McLaurin-Harris Chapel; 3/4, Two-on-Two Meetings with City Manager and Mayor at City Hall; 3/6, Unified Development Ordinance Meeting at City Hall.

**Councilwoman DeJournette** – The Councilwoman thanked them for allowing her to attend this meeting, the Council Retreat and the UDO meeting via Zoom. She also attended the Chamber Board

meeting on Feb. 28<sup>th</sup> by Zoon and was able to get out for a short period for the Turtle Creek Deli & Bakery ribbon cutting. She also said “congrats” on the “Walk a Day in Their Shoes” project.

**Councilman Hairston** – The Councilman gave a salute to the McLaurin family as he noted the recent passing of Ashton McLaurin. The McLaurin family has done so many excellent things in the community, including the McLaurin Good Neighbors Association, etc., he noted. Our prayers are with the family, he said.

**Councilman Martin** – The Councilman noted that he had attended the Council Retreat, the 2-on-2 Meetings and a children’s show at Growing Oaks Church on Feb. 28<sup>th</sup> done in conjunction with a Bible Study conducted at Williamsburg Elementary School.

**Councilmember Scoble** – Councilmember Scoble reported attending the following: 2/15-2/16, City Council Retreat at the Penn House, 2/22, ABC Board; 2/22, Kiwanis Club; 2/27, RDC Board; 2/28, Kiwanis Club; 2/29, Terrific Kids Awards (as President of the Kiwanis Club, she helped present 40 certificates on Self Control to the kids at South End and Moss Street Schools); 3/6, Two-on-Two Meetings with Mayor Gorham and City Manager Woodard; 3/27, Kiwanis Club. She also announced the Kiwanis Club’s pancake supper this Friday night and gave details about the event.

#### **Mention Made of Threats.**

Councilmember Scoble said that some Councilmembers have received letters, emails, phone calls and even threats regarding the decision that they made in January about the South Park rezoning. She said we have two Council members for each district in Reidsville, District A and District B. The people in that district can vote for that Councilmember, she continued, stressing you choose your Councilmember. We also have two Councilmembers that are at large, which includes herself and Mayor Pro Tem Brown. That means everyone in the City votes for them, she explained. When she comes to the Council Chambers, she is Councilwoman Scoble, not Terresia Scoble, she asserted. She said she must listen to both sides of everything that is brought before them and vote on what is best for the City. She said she can’t choose a neighborhood or a person. This vote that they made in January was in her neighborhood, but she stated that she had to vote for what was right for the City of Reidsville, not for herself or for her neighbors. She talked of the Findings of Fact process, noting that if the answer to these questions is yes, their vote has to be yes. She said it is only those findings that will determine what their vote is, and we can’t take it personally. She added that she can’t vote on what she or her neighbor wants but for the whole City. Like it or not, she is Councilwoman Scoble and she has to take everything into consideration, she stressed. She can’t have a conflict of interest about anything or any person and cannot make her decisions based on friends, family, or financial interest, she reiterated, but what is best for the City of Reidsville. Councilwoman Scoble said she is very proud to represent the citizens of Reidsville and loves her position as Councilwoman, and she will never do anything to put the City of Reidsville in peril or at risk. She said she thought that was true of all of our Councilmembers and just wants the public to understand what they have to do. Some of our decisions, she said, are very hard, but we can’t take it personally. She said she is sorry about the attitude some of our citizens have but we are doing the best we can and doing what they think is right.

Councilman Martin asked whether she or other Council members got threatening letters?  
Councilmember Scoble said several of them did. He said this was the first he had heard of it.

**Mayor Gorham** – Noting it was Women’s History Month, the Mayor said we should salute all of our Queens. He talked of women in Reidsville and across the United States who are sitting in leadership

roles and doing some dynamic things to make sure their communities are great and livable. There are those who come to every City Council meeting to see what's going on in the City of Reidsville, he noted, and share or spread what they learn here with others, both good news and not so good news. Our Queens do a lot to make life worth living, he asserted. He talked of the leadership here in Reidsville with the first female City Manager, a female leader of the Chamber, etc. He said we should salute them not just this month but every day, just like we should Black History every day. He talked of the new restaurant that will hopefully be opened up by the women as was mentioned tonight. The Mayor said let's salute the women of Reidsville.

Mayor Gorham also provided the following written report to the Clerk: 2/13, Reidsville vs. Morehead Game; 2/15, Day One of Council Retreat; 2/16, Day Two of Council Retreat; 2/16, Met Candidates at Chez Lindsey; 2/17, Precinct meeting Reidsville Rec; 2/19, Boys Basketball at the Reidsville vs. Morehead Game; 2/19, Boys Basketball at the Reidsville Rec; 2/20, Lunch & Learn at the Penn House; 2/21, Planning Board Meeting; 2/23, Conference Title Game Reid vs. Walkertown; 2/26, Manager-Mayor meeting in Eden; 2/27, RDC Meeting; 2/27, attended Reidsville vs. Madison Game; 2/28, Swearing Ceremony for Martease Jordan, 2/28, Rec. Boys Basketball; 2/29, Kiwanis Club Mtg; 3/1, Turtle Creek Bakery Ribbon Cutting; 3/1, Reidsville vs. Lincoln; 3/2, Ashton McLaurin's Funeral; 3/4, Two on Two Meetings with Council; 3/4, Recreation Boys Basketball; 3/5, Reidsville vs. Shelby Game; 3/6, ODU Work Session (special meeting); 3/7, attended Joe L. Lawson's funeral along time football and basketball coach for the Reidsville Recreation Department; and 3/8, Reidsville vs. West Stokes Game.

**Diane Sawyer from The Chamber** – The Chamber President reported the following upcoming events: Topics at 12 Noon-Chamber 101/Chamber University on March 19, 2024 at 11:30 a.m. at the Reidsville Chamber of Commerce; a Staff Appreciation Celebration on April 24, 2024 at the Penn House Event Center; ribbon cuttings at The Carriage House at the Penn House on March 25, 2024 at 12 Noon, 324 Maple Avenue; and for the Boardwalk Baker on April 18, 2024 at 12 Noon, 136 South Scales Street. New members are Farmina Pet Foods and Piedmont Folk Legacies, Inc. The April Coffee and Connections will be hosted by the Massage Spot, 1123 South Street, Suite A, Reidsville, on April 4, from 9-10 a.m.

**MOVE TO THE FIRST-FLOOR CONFERENCE ROOM FOR A CLOSED SESSION TO PRESERVE THE ATTORNEY-CLIENT PRIVILEGE BETWEEN THE ATTORNEY AND PUBLIC BODY PURSUANT TO G.S. 143-318.11(A)(3).**

The City Attorney noted that this closed session was no longer needed.

Mayor Gorham encouraged everyone to “salute the Queens.”

**MOTION TO ADJOURN.**

**Councilman Martin made the motion, seconded by Councilmember Scoble and unanimously approved by Council in a 6-0 vote, to adjourn at approximately 7:07 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

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

**MEMORANDUM**

**TO:** Summer Woodard, City Manager  
**FROM:** Angela G. Stadler, CMC, City Clerk   
**SUBJ:** Voting Delegate for CityVision Conference  
**DATE:** April 2, 2024

Each year the City must designate one of its Council members to be the voting delegate at the NC League of Municipalities' CityVision Conference. In recent years the delegate has voted electronically prior to the conference with any decisions announced at the Business Meeting there. Mayor Gorham has asked Councilwoman DeJournette to be the voting delegate this year.

By placing this item on the Consent Agenda, we are requesting Council approval of Councilwoman DeJournette as the designated Voting Delegate.

/ags

Enclosure (1)

**From:** North Carolina League of Municipalities <NCLM@mail.nclm.org>  
**Sent:** Thursday, March 21, 2024 9:31 AM  
**To:** Angela Stadler  
**Subject:** Designate Your Voting Delegate



## Delegate Your Voting Delegate

The nomination period for the 2024-2025 Board of Directors is now open and will run through March 31. Once again, we will hold an electronic voting process for board elections.

During CityVision, held April 23-25 in Winston-Salem, League members will attend the annual business meeting where the 2024-2025 electronic Board of Directors election results will be announced.

You are receiving this because each member municipality shall **designate one voting delegate** who is eligible to cast a single vote for the 2024-2025 League Board of Directors in advance of the annual business meeting.

Please complete the [Voting Delegate form](#) to identify your municipality's voting delegate to ensure delivery of electronic ballot and voting instructions by April 12, 2024.

[VOTING DELEGATE FORM](#)

*If you have already designated your municipalities' voting delegate, your delegate has been recorded, thank you!*

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### Electronic Voting Timeline

- The designated voting delegate shall receive their credentials and voting instructions on or before **April 12, 2024**.
- The appointed voting delegate shall vote on the slate of candidates via electronic means between **April 12 - April 19, 2024**.



- The election results shall be presented to the membership at CityVision 2024, **April 25, 2024**, at the **NCLM Annual Business Meeting** during the CityVision conference.



**WORKING AS ONE. ADVANCING ALL.**

**CONTACT US**



**Stay Connected with the North Carolina League of Municipalities**

434 Fayetteville Street, Suite 1900, Raleigh, NC 27601

[Manage Preferences](#)

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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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**MEMORANDUM**

**TO:** The Honorable Mayor Gorham, Members of the  
Reidsville City Council, and Summer Woodard, City Manager  
**FROM:** Jason Hardin, Director of Planning & Community Development  
**DATE:** March 20, 2024  
**RE:** Plat Review Officer Appointment

The attached resolution appoints our City Planner I, Drew Bigelow, as a plat review officer for the City of Reidsville. This is a typical duty for a municipal planner. Having multiple plat review officers provides good customer service to process subdivision plats as soon as possible as required by North Carolina General Statute.

Plat Review Officers are authorized to sign and approve land subdivision plats. Council must designate by resolution the staff members who are appointed to act in this capacity. The resolution must then be sent to the Rockingham County Commission for their approval. I am asking Council for approval on this item.

Enclosure



THE CITY OF  
**Reidsville**  
NORTH CAROLINA

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

**A RESOLUTION DESIGNATING  
CITY OF REIDSVILLE PLAT REVIEW OFFICER**

**WHEREAS**, the City of Reidsville exercises the right to appoint a Plat Review Officer for the purpose of approving subdivision plats within the jurisdiction of the City of Reidsville.

**WHEREAS**, the City of Reidsville requires the Plat Review Officer perform the functions required of such office in accordance with State statutes and applicable local ordinances.

**BE IT ORDAINED** by the City Council of the City of Reidsville, North Carolina, that Drew Bigelow is hereby appointed the title and authority of Plat Review Officer for the City of Reidsville.

**ADOPTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by the City Council of the City of Reidsville, North Carolina.

\_\_\_\_\_  
**DONALD L. GORHAM, MAYOR, REIDSVILLE, N.C.**

\_\_\_\_\_  
**Angela G. Stadler, City Clerk**



THE CITY OF  
**Reidsville**  
NORTH CAROLINA

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*Office of the City Manager*

**Date:** March 25, 2024

**To:** Mayor Donald Gorham  
City Council Members

**From:** Summer Woodard, City Manager

**Subject:** Performance Agreement for Economic Development “Project DL”

Please find attached a performance agreement for “Project DL”, which includes an incentives package not to exceed \$657,000. Following the scheduled public hearing, if Council is in favor of this, the motion would be to approve the performance agreement with the outlined incentives as presented.

**PERFORMANCE AGREEMENT  
BETWEEN  
LOCAL GOVERNMENTS  
AND  
DRYLOCK TECHNOLOGIES**

DATE: March 18, 2024

COMMUNITY: Rockingham County (“County”), and the City of Reidsville (“City”), with both Parties being referred to collectively as the “Community”  
P.O. Box 101  
Wentworth, NC 27375

COMPANY: Drylock Technologies Ltd. (“Company”)  
1900 Barnes Street  
Reidsville, NC 27320

**ECONOMIC INCENTIVE GRANT PURPOSE**

**Expansion of the Local Economy.** The Grant for Incentives agreed to be paid by Community under this Performance Agreement (“Agreement”) are in consideration of the Company expanding within the Community resulting in the creation of a substantial number of new jobs that pay above the median average wage along with new capital investments adding to the tax base of the County.

**Basic Employment.** "Basic employment jobs," for purposes of this Agreement are defined as jobs which are associated with activities that generate income from the sales of products and services in markets outside of the Community economy. Basic employment jobs have a multiplier effect creating additional Full Time Employee jobs within the Community's local economy. (A relevant study by the Piedmont Triad Council of Governments indicated that each basic employment job created within the Community results in the generation of 2.9 additional jobs within the Community's economy.)

**Source of Funding.** The Community's expenditures under this Agreement shall be funded by the receipt of payment of the taxes on the annual Net New Taxable Value of the Company's investments as listed with the County Tax Department.

**Net New Taxable Value.** "Net New Taxable Value," for purposes of this Agreement is defined as the increase in the total tax value after the date of this Agreement of all new personal property improvements to the location described in Article 1, Section D below (hereinafter "Location"), as listed with the County's Tax Department minus the current assessed value at the Location which is believed to be \$0.00 in personal property. Under this definition, "Net New Taxable Value" would exclude any value which by whatever means is removed from another situs within Rockingham County to the Location. Because the Company is leasing the facility, the value of the real property is not included in this Agreement.

## **TOTAL INCENTIVE PACKAGE**

The Community and the Company have agreed to enter into the following Performance Incentive Grant Agreement. The Community is offering to the Company a total grant incentive not to exceed \$1,275,000 (County \$618,000 and City \$657,000). In return, the Company agrees to meet certain minimum dollars of industrial investment and employment performance standards hiring full time employees in the Community as outlined in Article 2. If the Company meets all industrial investment and employment performance standards, then after the payment of taxes, it shall receive the full amount of yearly financial incentives granted in this Agreement by the Community. If the Company fails to meet any portion of its investment or employment performance standards, then the incentives set forth in this Agreement shall be calculated as referenced in Article 4, Section C below.

### **1. SUMMARY OF COMMUNITY INCENTIVES**

**A. COUNTY INCENTIVES FOR REAL AND PERSONAL PROPERTY IMPROVEMENTS:** Assuming Company meets its investment and employment standards set out in Article 2, Sections A& B below and subject to the provisions of Article 4 below, the County agrees to pay for Eligible Costs over the term of the grant period not to exceed \$618,000. As used herein, "**Eligible Costs**" shall consist of the costs incurred by the Company for machinery, equipment, fixtures, and personal property installed, placed, or constructed at the location described in Article 1, Section D below in

connection with the investment described in Article 2, Section A below after the date of this Agreement through December 31, 2030 (collectively, “**Eligible Investments**”), such incentives having been approved by the Rockingham County Board of Commissioners. The County will pay the Company incentives as earned and provided in this Agreement to encourage the Company to undertake the project and to reimburse the Company for Eligible Costs based on the percentages outlined in the schedule below:

<b>Year in which Property is first subject to Tax</b>	<b>Incentive Percentage. (The Community will pay the Company the following percentages of total <i>ad valorem</i> property taxes the Company pays to the Community with respect to the applicable year.)</b>
Year 1	80%
Year 2	70%
Year 3	60%
Year 4	50%
Year 5	40%
Year 6	40%
Subsequent Years	0%

**B. CITY INCENTIVES FOR REAL AND PERSONAL PROPERTY IMPROVEMENTS:** Assuming Company meets its investment and employment standards set out in Article 2, Sections A& B below and subject to the provisions of Article 4 below, the City agrees to pay for Eligible Costs over the term of the grant period not to exceed \$657,000. As used herein, “**Eligible Costs**” shall consist of the costs incurred by the Company for machinery, equipment, fixtures, and personal property installed, placed, or constructed at the location described in Article 1, Section D below in connection with the investment described in Article 2, Section A below after the date of this Agreement through December 31, 2030 (collectively, “**Eligible Investments**”), such incentives having been approved by Reidsville City Council. The City will pay the Company incentives as provided in this Agreement to encourage the Company to undertake the project and to reimburse the Company for Eligible Costs based on the percentages outlined in the schedule below:

<b>Year in which Property is first subject to Tax</b>	<b>Incentive Percentage. (The Community will pay the Company the following percentages of total <i>ad valorem</i> property taxes the Company pays to the Community with respect to the applicable year.)</b>
Year 1	80%
Year 2	70%
Year 3	60%
Year 4	50%
Year 5	40%
Year 6	40%
Subsequent Years	0%

- C. Within 45 days after the Company files its Quarterly Tax and Wage Reports (Form NCUI 101) with the N.C. Employment Security Commission for the fourth quarter of the applicable year and pays the County the ad valorem property taxes the Company owes the Community with respect to the applicable year, for each year beginning with 2026 and continuing through 2031, the Community will pay the Company the applicable incentives (after any pro-rata adjustment if required per Article 4, Section C) based on the ad valorem property taxes the Company pays the Community with respect to Eligible Investments and the schedule above to reimburse the Company for Eligible Costs. For example:

If the Company first lists an Eligible Investment with the County Tax Department as of January 1, 2025, the first incentive payment to which the Company will be entitled with respect to that Eligible Investment will equal to 80% of the property taxes the Company pays the Community by January 5, 2026 and the sixth incentive payment with respect to that Eligible Investment will equal to 40% of the property taxes the Company pays the Community by January 5, 2031. The Community will make that first payment in 2026 and that last payment in 2031.

The Company will not be entitled to any incentive payments under this Agreement for investments in property it first lists with the County Tax Department as of January 1, 2031 or any subsequent year.

- D. **LOCATION:** The Location is located at 1900 Barnes Street, Reidsville, NC, parcel # 148956.

## **2. INVESTMENT AND EMPLOYMENT AGREEMENT**

- A. **INVESTMENT REQUIREMENT:** The Company agrees for the benefit of the Community to invest by December 31, 2030 a minimum of \$31,344,934 in net new personal property improvements at the Location, determined by the aggregate sum of all such new investments estimated to be: \$8,011,600 by December 31, 2024,



\$8,055,556 by December 31, 2025, \$8,055,556 by December 2026, \$0 by December 31, 2027, and \$7,222,222 by December 31, 2028 for a total of \$31,244,934 by December 31, 2028.

The Company agrees to make timely filings to the County Tax Department such that all of the taxable machinery and equipment owned by it at the Location shall be properly listed as personal property with the tax office no later than January 31 of the calendar year following its installation at the Location (or any extension granted under applicable law).

The net new taxable value of such listings shall in the aggregate reflect the minimum taxable investment by the Company described in Article 2, Section A above. The Company understands that should it fail to attain the net new investment in personal and real property improvements stated herein or fails to maintain that property or replacement property of similar or greater value at the time of the replacement in any installment year, the incentives paid hereunder by the Community shall be reduced on a pro rata basis as set forth in Article 4, Section C to reflect the percentage reduction in net new taxable investment actually created by the Company pursuant to this Agreement.

The Company stipulates that such taxable personal property listed with the office of the Rockingham County Tax Assessor shall be depreciated using the Cost Index and Depreciation Schedules developed by the North Carolina Department of Revenue. The first \$31,244,934 Eligible Investments made by the Company or replacement property of similar or greater value at the time of replacement shall be maintained at the Location through December 31, 2031.

- B. EMPLOYMENT REQUIREMENT:** The Company agrees for the benefit of the Community to create, fill and maintain an employment level of 55 full-time positions by December 31, 2024, an additional 29 full-time positions by December 31, 2025, an additional 29 full-time positions by December 31, 2026, an additional 4 full-time positions by December 31, 2027, and an additional 33 full-time positions by December 31, 2028 for a total of 150 full-time positions as determined by filings with the North Carolina Employment Security Commission. "Full-Time Employee" means a person who is employed by the Company for consideration for at least thirty-five (35) hours per week, whose wages are subject to withholding under Article 4A of Chapter 105 of the N.C. General Statutes, who is employed in a permanent position, and who is offered a medical benefit plan by the Company. "Full-Time Employee" does not include any person who works as an independent contractor or on a consulting basis for the Company, or seasonal or temporary employees."

Notwithstanding the foregoing, the Company shall not have any payments pursuant to this Agreement reduced if the Company shall meet and maintain the following full-time positions based on an annual variance of 10%: 50 full-time positions by December 31, 2024, 75 full-time positions by December 31, 2025, 102 full-time positions by December 31, 2026, 105 full-time positions by December 31, 2027, and

135 full-time positions by December 31, 2028. For years 2029-2030, the minimum number of full-time positions the Company must maintain to avoid a pro rata reduction of payments from the County is 135.

The calculation of financial incentives shall be based on the number of full-time employees as reported by the Company's Quarterly Tax and Wage Reports (Form NCUI 101) filed with the N.C. Employment Security Commission for the fourth quarter of the applicable year and the amount of capital investment resulting in Net New Taxable Value, as reported pursuant to Article 2, Section A above. It is understood that the amount of financial incentives paid to the Company will be subject to pro rata reductions pursuant to the formula set forth in Article 4, Section C below.

**E. LOCAL ZONING QUALIFICATION:** The Company agrees to certify that there are no pending violations of local zoning ordinances.

**F. BINDING EFFECT:** This agreement and the obligations of performance contained herein shall be binding upon the Company and its successors and assigns.

### **3. PROOF AND CERTIFICATION**

Community and Company officials agree to furnish to the other reasonable access to their records and to furnish to the other any reports and certificates necessary to verify that each is performing its obligations under this Agreement. The Company may request the Community or certain employees or officials thereof to enter into a non-disclosure agreement at the time that the Company furnishes such information, the terms of which will be reasonable in scope and time. Once the Company meets its investment and employment goals, it will no longer be obligated to provide such access to its records or furnish such reports and certificates.

### **4. REMEDY**

**A. COMPANY:** In the event of the Community's breach or threatened breach of any provision of this Agreement, the Company shall be entitled, if they so elect, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity to enforce the specific covenants herein.

**B. OFFSET:** The Community reserves the right to suspend or reduce any payment due to the Company under this Agreement if any water and sewer charges, ad valorem taxes, assessments or other financial obligations lawfully incurred by the Company and payable to the Community are not current; however, in no event, shall an offset be made by the Community in the event of i) a pending protest or appeal in connection with the ad valorem taxes or assessments; or ii) if the Company has not fully exhausted its right to cure any outstanding financial obligation set forth above that is not current.

**C. COMMUNITY:** If the Company does not meet and maintain the investment and/or employment requirements set forth in Article 2, then the Company agrees to a reduction by the Community of a pro rata share of the incentive grant amount offered as a financial incentive to reimburse Eligible Costs under this Agreement that has not been earned. Any pro rata adjustment of annual incentive payments shall be based 50% on the Company's Investment Qualification for each respective phase and 50% on the Company's Employment Qualification applicable for the year in which such annual incentive payment is being made. Provided, however, that any annual incentive grant payment paid to the Company by the Community under this Agreement in any year of performance shall not exceed the amount of ad valorem taxes paid to such entity for the Net New Taxable Value invested by the Company pursuant to this Agreement prior to or for such year. The remedies set forth in this Article 4, Section C shall be the sole and exclusive remedy of the Community and the sole and exclusive obligation of the Company in the event the Company does not meet and maintain the investment set forth in Article 2 or otherwise fails to comply with the terms of this Agreement.

## **5. REPRESENTATIONS AND WARRANTIES**

**A. COMMUNITY'S REPRESENTATIONS:** The Community represents as follows:

- (i) The Community (1) has full power and authority to enter into this Agreement, and to enter into and carry out the transactions contemplated by this Agreement; (2) by proper action has duly authorized the execution and delivery of this Agreement; and (3) is not in default under any provisions of this Agreement.
- (ii) The Community has duly authorized, executed and delivered this Agreement, and this Agreement constitutes the Community's legal, valid and binding obligation, enforceable in accordance with its terms.
- (iii) There is no litigation or proceeding pending or, to its knowledge, threatened against the Community or affecting it which would adversely affect the validity of this Agreement.
- (iv) The Community is not in default under any provision of State Law which would affect its existence or its powers as referred to in subsection (i).
- (v) No member, director, officer or official of the Community has any interest (financial, employment or other) in the Company or the transactions contemplated by this Agreement.

**B. COMPANY'S REPRESENTATIONS:** The Company represents as follows:

- (i) The Company (1) is a legal entity duly constituted and in good standing under the laws of its state of organization; (2) if the Company is not organized in the State of North Carolina, it is duly qualified to transact business and is in good standing in the State of North Carolina; (3) is not in violation of any provision of its Certificate of Incorporation or its Bylaws; (4) has full corporate power to own its properties and

conduct its business; (5) has full corporate power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (6) by proper corporate action has duly authorized the execution and delivery of this Agreement; and (7) is not in default under any provision of this Agreement.

- (ii) Its execution and delivery of this Agreement neither conflicts with, nor will result in a breach of or default under or will result in the imposition of any lien on its property pursuant to its Certificate of Incorporation or its Bylaws or, to the best of its knowledge, the terms, conditions or provisions of any statute, order, rule, regulation, Agreement or instrument to which it is a party or by which it is bound.
- (iii) It has duly authorized, executed and delivered this Agreement, and this Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.
- (iv) There is no litigation or proceeding pending or, to its knowledge, any threatened against such Company, which would adversely affect the validity of this Agreement.

## **6. MISCELLANEOUS PROVISION**

**A. ASSIGNMENTS:** No party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of all the parties, provided, however, that this Agreement may be assigned by the Company to a wholly owned subsidiary of the Company or an affiliated company that is commonly controlled, either directly or indirectly, by Drylock Technologies Ltd., a company organized in Belgium without the consent of all other parties, provided that the Company will guarantee the performance by the subsidiary of the obligations due under this Agreement. Company being defined under this section to include the company, parent company, any affiliated company that is commonly controlled either directly or indirectly by the parent company, or any other entity that this agreement, as per the terms of this Article 6, Section A, is so assignable.

**B. GOVERNING LAW:** The parties intend that this Agreement shall be governed by the law of the State of North Carolina. Venue shall be proper and shall lie exclusively in the Superior Court of Rockingham County North Carolina.

### **C. NOTICES:**

- (i) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.
- (ii) Any communication shall be sufficiently given and deemed given when delivered by hand, five days after being mailed by first-class mail, postage prepaid or the following

business day if sent by a nationally-recognized overnight courier, and addressed as shown above on Page 1 of this Agreement.

- (iii) Any communications hereunder sent to the Community shall be sent to both the Community and the City.
- (iv) Any addressee may designate additional or different addresses for communications by notice given under this Section to the other party.

**D. NON-BUSINESS DAYS.** If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a weekday on which banks in the State of North Carolina are generally open for business (“Business Day”), such payment shall be made or act performed or right exercised on or before the following Business Day.

**E. SEVERABILITY.** If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

**F. ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by the parties. This Original Agreement is entirely superseded by this Agreement.

**G. TIME.** Time is of the essence in this Agreement and each and all of its provisions.

**H. LIABILITY OF OFFICERS AND AGENTS.** No officer, agent or employee of the Community or the Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

**I. COUNTERPARTS.** This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument. Signed counterparts delivered by facsimile or email constitute originals.

[Signature page follows]

IN WITNESS WHEREOF, Rockingham County, the City of Reidsville, and Drylock Technologies Ltd. have executed this Agreement effective as of the date first above written.

**ROCKINGHAM COUNTY**

(SEAL)

By: \_\_\_\_\_  
Charlie G. Hall, III, Chairman                      Date  
Board of Commissioners

**ATTEST:**

\_\_\_\_\_  
Susan Washburn                                      Date  
Clerk to the Board of Commissioners

**NORTH CAROLINA  
ROCKINGHAM COUNTY**

I, \_\_\_\_\_, a Notary Public of said County and State, do hereby certify that Susan Washburn, Clerk to the Rockingham County Board of Commissioners, personally appeared before me and certified that the foregoing instrument was executed in the name of **ROCKINGHAM COUNTY** by Charlie G. Hall, III, Chairman of the Rockingham County Board of Commissioners, and that she, Susan Washburn, Clerk to the Board, did attest to said instrument and sealed it with its corporate seal.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(OFFICIAL SEAL)

\_\_\_\_\_  
**Notary Public**

My commission expires:

\_\_\_\_\_

**CITY OF REIDSVILLE**

(SEAL)

BY: \_\_\_\_\_  
Donald Gorham, Mayor Date

ATTEST:

\_\_\_\_\_  
Angela Stadler, City Clerk Date

**NORTH CAROLINA  
ROCKINGHAM COUNTY**

I, \_\_\_\_\_, a Notary Public of said County and State, do hereby certify that Angela Stadler, Reidsville City Clerk, personally appeared before me and certified that the foregoing instrument was executed in the name of **CITY OF REIDSVILLE** by Donald Gorham, Mayor, and that she, Angela Stadler, Reidsville City Clerk, did attest to said instrument and sealed it with its corporate seal.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(OFFICIAL SEAL)

\_\_\_\_\_  
**Notary Public**

My commission expires:

\_\_\_\_\_

**DRYLOCK TECHNOLOGIES LTD.**

(SEAL)

By: \_\_\_\_\_  
Jules Van Malderen Date  
Director

ATTEST:

\_\_\_\_\_  
Name Date

I, \_\_\_\_\_, a Notary Public of said county and state do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is \_\_\_\_\_ of **DRYLOCK TECHNOLOGIES LTD.** a Delaware Company, and that he/she as \_\_\_\_\_, being authorized to do so, executed the foregoing instrument on behalf of the Company.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(OFFICIAL SEAL)

\_\_\_\_\_  
**Notary Public**

My commission expires:

\_\_\_\_\_



**ROCKINGHAM COUNTY**

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

---

PATRICIA P. GALLOWAY, FINANCE OFFICER

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY.

---

CLYDE ALBRIGHT, COUNTY ATTORNEY

**CITY OF REIDSVILLE**

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

---

CHRIS PHILLIPS, FINANCE OFFICER

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY.

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WILLAM F. MCLEOD JR, CITY ATTORNEY

## **NOTICE OF PUBLIC HEARING**

The Reidsville City Council has scheduled a public hearing on April 9, 2024 at 6:00 p.m. or as soon thereafter as may be reached on the agenda at the Council Chambers, 230 W. Morehead Street, Reidsville, North Carolina

The purpose of this public hearing is to consider approval of an appropriation from the General Fund in an amount not to exceed \$657,000 following the project parameters outlined in the performance agreement, which will be disbursed to Project DL in annual installments. This appropriation is subject to the State of North Carolina announcing that the project has selected Rockingham County as the location for a new operation.

The consideration for such an incentive package shall be a contractual obligation by Project DL to invest up to \$31,344,934 in net new taxable real and personal property following the project parameters outlined in the performance agreement. The Company will agree to maintain the net new taxable investment beginning December 31, 2024 through December 31, 2031 as outlined in the company performance agreement.

The Company will also agree to create 150 new full-time positions following the project parameters as outlined in the company performance agreement. The Company also agrees to maintain these full-time positions through direct employment beginning December 31, 2024 through December 31, 2031. It is anticipated that the investment will generate increased tax base and other revenues to Rockingham County.

The project will be located at 1900 Barnes Street, Reidsville, NC, Parcel ID Number 148956.

Persons interested are invited to attend and participate in the hearing.

Angela G. Stadler, CMC/NCCMC  
City Clerk



## MEMORANDUM

**TO:** Summer Woodard, City Manager  
**FROM:** Josh Beck, Public Works Director  
**RE:** Laster Pump Station Relocation – Consideration of Bids  
**DATE:** April 9, 2024

On Thursday, March 14, 2024, the City of Reidsville along with the design engineer, Stocks Engineering, opened sealed bids for the replacement and relocation of Laster Pump Station. This particular project was bid back in January 2021; however, Public Works requested the pump configuration be modified from submersible to suction lift pumps, thus requiring a significant redesign.

At both the initial bid opening on February 20, 2024 and the subsequent bid opening on March 14, 2024, only one contractor, Citty Plumbing & Pools, Inc., submitted a bid for the project. The design engineer estimated the project at \$750,000 prior to the bid opening and Citty's Plumbing bid price was received at \$793,280. A certified bid tab for the project is included.

### Request:

Staff is recommending and requesting City Council award the Laster Pump Station Relocation Project for the base bid in the amount of \$793,280.00 and the desired pump manufacturer alternate for \$0.00 to Citty Plumbing & Pools, Inc. Citty Plumbing previously completed the Lake Reidsville Pump Station, which was a very successful project, and we've had minimal issues with to date.

It is also recommended that the City of Reidsville establish a construction contingency in the amount of \$40,000 (5% of the bid amount) for any unforeseen issues that may arise. We also recommend giving the City Manager authority to approve change orders if needed up to \$20,000.



Monday, March 25, 2024

Mrs. Summer Woodard  
City of Reidsville  
230 West Morehead Street  
Reidsville, NC 27320

**RE: Laster Sewer Lift Station Relocation**

Sealed Bids were received at the Reidsville City Hall, 230 West Morehead Street, Reidsville, NC on March 14, 2024 for the Laster Sewer Lift Station Relocation Project. This Bid Opening was the second Bid Opening held due to only 1 Bid being presented at the first Bid Opening. Bids were solicited under the Formal Bid Process and advertised through the local paper, minority paper and 3 digital plan rooms. There was 1 bid presented, which was open and read aloud. A copy of the bid tabulation is attached for reference. The apparent low bidder was City's Plumbing and Pools, Inc. with a Base Bid amount of \$793,280.00 and add alternates of \$7,000.00 for Spare Parts and \$0.00 for the City Preferred Pump Manufacturer.

We have examined the Bid Documents and found them to be acceptable. We have also verified that City's Plumbing and Pools, Inc. is operating under a VALID NC Unlimited Utility Contractors License #68929.

We recommend that the City of Reidsville enter into a contract with City's Plumbing and Pools, Inc. for the Laster Sewer Lift Station Relocation Project in the amount of **\$800,280.00**.

If there are any further questions, please contact Stocks Engineering at 252.459.8196.

Sincerely,  
**Stocks Engineering, P.A.**

*J. Kevin Varnell*

J. Kevin Varnell

# BID OPENING TABULATION

Stocks Engineering, PA  
 801 E. Washington Street  
 Nashville, NC 27856  
 (252) 459-8196 (V)  
 (252) 459-8197 (F)

Date: March 14, 2024      Time: 2:00 P.M.      Project: Laster Sewer Lift Station

No	Contractor	Add. 1	Bid Bond	Base Bid	Alt. 1 (Spare Parts)	Alt. 1 (Desired Pump)
1	Citty's Plumbing and Pools, Inc	X	X	\$793,280.00	\$7,000.00	\$0.00
2						
3						
4						
5						
6						
7						
8						

Certified By: *J. Kevin Varnell*      Date: March 14, 2024



THE CITY OF  
**Reidsville**  
NORTH CAROLINA

**MEMORANDUM – LASTER PUMP STATION BUDGET**

**To: Summer Woodard, City Manager**  
**From: Chris Phillips, Asst. City Manager/Finance Director**  
**Date: April 1, 2024**

Public Works and Engineering have prepared a contract recommendation for the replacement and relocation of the Laster Pump Station. The bid is for \$793,280 with an additional contingency recommended of \$40,000; bringing the budgetary need to \$833,280. There were funds previously budgeted for this project of \$437,000 along with a General Assembly allocation of \$290,000 for total resources of \$727,000. Thus, there is a shortfall of \$106,280 for the project.

The attached Budget Ordinance Amendment will appropriate \$107,000 from Sewer Fund Reserves for this project.

Please let me know if any further information is needed at this time.

**BUDGET ORDINANCE AMENDMENT NO. 18**

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

**WHEREAS**, since the time of the adoption of said ordinance, it has become necessary to make certain changes in the City's budget to appropriate Sewer Fund Reserves for the Laster Pump Station project;

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

**Section 1.** That revenue account number 62-3991-0000, Sewer Fund Reserves, be increased by \$107,000.00;

**Section 2.** That expense account number 62-7133-5800, Capital Improvements, be increased by \$107,000.00.

This the 9th day of April, 2024.

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

ATTEST:

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





The City of  
**Reidsville**

North Carolina

230 W. Morehead Street, Reidsville, NC 27320 Ph. (336)-349-1065- Fax (336) 347-2355

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*Haywood Cloud Jr., Assistant City Manager of Community Services  
Departments of Community Development/Parks & Recreation/Economic Development*

**MEMORANDUM**

**To:** Summer Woodard  
**From:** Haywood Cloud, Jr., Assistant City Manager of Community Services  
**Date:** 3/28/2024  
**Re:** Splashpad Update

This memo is to provide you an update on the status of the completion of the splashpad project. We are currently on schedule to open the gates of our beautiful new facility on the Friday of Memorial Day weekend, May 24<sup>th</sup>, 2024 at 12:00 p.m. We have coordinated with the Chamber of Commerce to have a ribbon cutting and will market this wonderful occasion appropriately to make sure our citizens are aware and hopefully will be able to attend. Light refreshments will be served as we celebrate adding yet another amenity that will certainly continue to improve the quality of life for our citizens of all ages.

Please let me know if you have any questions.

Haywood N. Cloud, Jr.



THE CITY OF  
**Reidsville**  
NORTH CAROLINA

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

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**Date:** March 25, 2024

**To:** Mayor Donald Gorham  
City Council Members

**From:** Summer Woodard, City Manager

**Subject:** Proposed Contract with Small Town Soul

*Office of the City Manager*

During the City Council's annual retreat February 15-16, 2024, one of the items discussed was the need to collect a detailed inventory list of all the buildings located in the Municipal Service and Depot Districts. Leniece Lane, the owner of Small Town Soul, has been working with the City of Reidsville since 2018 in conjunction with our Marketing Department.

Please find attached a proposal from Small Town Soul to collect and create a detailed inventory list of all the buildings located in the Municipal Service and Depot Districts. The total cost to complete the project for these two districts would be up to \$27,000.00. Ms. Lane intends to start this project once Council approves the contract.

If Council is in favor of this, the proposed motion would be to approve the contract as presented.



## Project Proposal

Prepared for: City of Reidsville

Prepared by: Small Town Soul

Project: Downtown Development Consulting

Date: January 15, 2024



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# OVERVIEW

## Project Summary

Downtown Reidsville is at a critical turning point in downtown development. There is a lot of interest in downtown; from opening a business to growing or improving an existing business. This interest, combined with the new Depot District, offers a unique opportunity to reassess the downtown businesses and buildings and ask the question, where do we go from here?

## Objectives

Develop a strategic plan for how to improve, grow, and expand on opportunities within downtown Reidsville and the Depot District. Components of this plan include:

- Meeting with every business and building owner individually. Gather feedback about plans for their business and/or building. What's holding them back? What resources or support do they need to move forward? What will motivate them to act?
- Provide a summary of findings from these interviews and present suggestions for next steps.
- Work with the City of Reidsville to develop a strategic plan that can be implemented in the next 1-3 years.
- Assist in reassessment of the roles and responsibilities of the key positions that will be responsible for the implementation of this plan such as Economic Development, City Marketer, and Main Street Director.
- Consult on other areas and opportunities as requested and identified during this assessment.

## Project Elements & Timeline

Below are the various elements listed above and a proposed timeline for execution. These timelines are dependent on scheduling, so they may vary as the project progresses. The proposed total length of the project should not be more than six months.

- Business Interviews - Held in the first 30-60 days of contract start (based on scheduling)
- Building Owner Interviews - Held in the first 30-60 days of contract start (based on scheduling)
- Summary of findings - Within 30 days of the conclusion of interviews
- Strategic Plan - Within 30 days of the presentation of findings (based on staff availability)
- Reassessment of roles and responsibilities - Presented with the strategic plan

## Components and Pricing

The hours needed to complete a project like this are significant. The pricing below is based on a front-loaded 6-month consulting retainer. It is front-loaded because a bulk of the work will take place in the first 3 months of the contract, but the 6-month timeframe will allow the City to space out the payments of the project monthly.

Total Project Cost: \$19-\$27k depending on the final number of business owners and businesses. Monthly Retainer Fee: \$5500 estimated for the first three months then \$2500 for the last three (max). This could be less if the amount of time needed to complete the project is less than anticipated but it will not be more.

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## ADDITIONAL TERMS AND CONDITIONS

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This proposal is presented by Small Town Soul, LLC. Upon signing, this Letter of Agreement is between Small Town Soul, LLC ("Contractor") and City of Reidsville ("Client") and is subject to below terms and conditions.

**1. Fees/Retainer Rates.** Fees and retainer rates do not include cost of printing, postage or other out-of-scope expenses. All expenses of this nature shall be pre-approved by the Client before purchases are made by the Contractor. Should the Client request the Contractor to perform additional services or hours beyond what is provided in the Agreement, a good faith estimate will be provided with detailed compensation for additional services and expenses. Any agreement for additional services will be set forth in writing and considered an addendum to this Agreement.

**2. Fee Schedule.** Once project fee/retainer rates have been agreed upon, the Client is subject to the following payment schedule. Retainers are invoiced and due monthly. Any projects will be billed following the schedule below:

- Monthly billing of the retainer fee as listed above.
- If any alterations of this fee schedule are made, they will be made in writing and signed by both the Contractor and the Client and considered an addendum to this Agreement.

**3. Materials & Content.** Client agrees to supply any requested files, images, existing graphics/logos and any other background information identified as necessary by the Contractor and its representatives to the completion of the tasks described in this contract. Delayed replies from the Client may result in delayed delivery of contracted deliverables and services.

**4. Changes and Amendments.** The Contractor's duties, term of engagement, compensation and provisions for payment thereof may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the Contractor, and which collectively are hereby incorporated by reference. The Client must compensate Contractor for any further services, outside of this Agreement, provided by the Contractor at the request of the Client according to the terms herein.

**5. Expenses.** During the term of this Agreement, the Contractor shall bill and the Client shall reimburse the Contractor for all reasonable and approved out-of-pocket expenses, which are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the Contractor in traveling to and from the Client's facilities shall not be reimbursable.

**6. Inventions.** Ownership of all copyrightable, patentable or commercially valuable materials produced in the course of or arising out of the Services shall vest with the Client.

**7. Legitimate Business Purposes.** The Contractor shall be permitted to take any photographs, video reproductions, written accounts, or make any reproduction or transmission of the services and products described herein for purpose of executing the services and business for the Client.

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**8. Conflicts of Interest.** Each party represents that it is free to enter into this Agreement and that this Agreement does not violate the terms of any agreement between the party and any third party. The parties, in rendering their duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which the respective party does not have a proprietary interest. It is understood and agreed that Contractor will spend a sufficient number of hours in fulfilling the duties and obligations under this Contract. The particular amount of time may vary from day-to-day and week-to-week.

**9. Mutual Indemnification.** The Contractor agrees to defend, indemnify and hold harmless the Client from and against any claims and costs, including but not limited to reasonable attorney fees, court costs, damages, refunds, lost profits, incidental damages, consequential damages or third party liability that may incur, arising or resulting from the acts of the Contractor in performance of this Agreement. The Client agrees to defend, indemnify and hold harmless the Contractor from and against any claims and costs, including but not limited to reasonable attorney fees, court costs, damages, refunds, lost profits, incidental damages, consequential damages or third party liability that may incur, arising or resulting from the acts of the Client in the performance of this Agreement or the Client's modification of the work-product created pursuant to this Agreement.

**10. Schedule of Delivery.** Contractor will provide Client with a timeline specifying estimated dates of delivery of services and product.

**11. Additional Services.** In the event that the Client should request additional services to the project after the budget is formulated, the Client must be required to pay additional cost as agreed upon.

**12. Late Charge Penalty.** Fees not paid within ten (10) days after being due shall be subject to late fees consisting of a late penalty in the amount of 10% and interest on such amount not paid from and after the due date at the highest rate allowed by North Carolina law.

**13. Termination.** The Client or Contractor may terminate this Agreement at any time with 30 days written notice to the other party. The Client shall be obligated to pay the Contractor for the 30 days, after providing written notice. A failure to promptly and timely pay the Contractor as agreed herein constitutes a material breach of this Agreement, upon which the Contractor is relieved of its duties and has the right to terminate the Agreement.

**14. Government Regulation.** If any of the parties violates any federal, state or local law, ordinance, rule, or regulation of a government agency with regards to the Agreement, the Agreement will be terminated.

**15. Integration.** This Agreement constitutes and expresses the entire Agreement of the parties with reference to the matters referred to herein. There are no representations of either party except as expressly set forth in this Agreement. Any previous Agreements, promises, representation or understanding by and between the parties concerning these matters are merged in and superseded by this Agreement.

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**16. Severability.** The provisions of this Agreement are separable. If any one or more of the provisions of this Agreement are held invalid by any Court of competent jurisdiction or are voided or nullified for any reason, the remaining provisions and paragraphs shall continue in full force and effect and shall be binding on the parties so as to carry out the intent and purposes of the parties as nearly as possible.

**17. Successors.** This Agreement shall be binding upon each of the parties hereto, their representatives, successors and assigns. This Agreement and any of the rights hereunder may not be assigned by either party without the expressed written consent of the other party.

**18. Waiver of Breach.** A waiver by either party hereto of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

**19. Assignment.** The parties shall not assign this Agreement or allow a third party to use either party's products, services, trademarks, or likeness without the express written consent of both parties.

**20. Choice of Law and Forum.** The laws of the State of North Carolina shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. The parties agree that after arbitration, any claim to enforce the arbitration award may be brought in the state court system of North Carolina.

**21. Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

**22. Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

**23. Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

**If to the Contractor:**

Small Town Soul  
365 N Washington St

**If to the Client:**

City of Reidsville  
230 W Morehead St

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Rutherfordton, NC 28139

Reidsville, NC 27320

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

**24. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Agreed & Accepted:

\_\_\_\_\_  
City of Reidsville

*Lenore Lane*

\_\_\_\_\_  
Small Town Soul

\_\_\_\_\_  
Date

3/26/24

\_\_\_\_\_  
Date





THE CITY OF  
**Reidsville**  
NORTH CAROLINA

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

**MEMORANDUM**

**TO:** Summer Woodard, City Manager  
**FROM:** Angela G. Stadler, CMC, City Clerk *AS*  
**SUBJ:** Board/Commission Appointments for April 9, 2024  
**DATE:** April 1, 2024

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

**Human Relations Commission**

Dawn Charaba, 913 Country Club Drive, has re-applied for a 3-year term on this board. If she is appointed, there will be one open 3-year term student position.

**Main Street Advisory Board**

The RDC Board of Directors requests the endorsement of applicant, Demetrous C. Holt, 397 Johnson Road, Reidsville to serve on the Main Street Advisory Board of Directors. (See attached memo.)

**Planning Board Appointment From February Follow-Up**

The Rockingham County Board of Commissioners approved the Council's February appointment of James A. Motley of 1324 US 29 Business for an Extraterritorial Jurisdiction (ETJ) position on the Reidsville Planning Board at its regular meeting on March 18, 2024. Mr. Motley's term will run from February 2024 to expire March 17, 2029. (See attached letter.)

**ADDITIONAL VACANCIES**

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

- One 5-year term position on the New Reidsville Housing Authority (Mayoral Appointment).
- Six 3-year term positions on the Parks and Recreation Advisory Commission.
- Two 3-year term positions on the Reidsville Appearance Commission.
- Three 3-year term positions on the Reidsville Community Pool Association

Applications to be considered at the May 14, 2024 Council meeting will need to be turned in by 5 p.m. on Tuesday, April 30, 2024.

AGS/lw  
Attachments (1)



**Reidsville Downtown Corporation**

230 Morehead St. • Reidsville, North Carolina 27320 • 336.347.1111

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TO: Summer Woodard, City Manager  
Angela Stadler

FROM: Robin Yount, Main Street – Market Square Manager

DATE: 3/26/24

RE: April 9 2024 City Council Agenda

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

Thanks,  
Robin Yount

Demetrous C. Holt  
397 Johnson Rd.  
Reidsville, NC 27320



# ROCKINGHAM COUNTY BOARD OF COMMISSIONERS

March 26, 2024

Ms. Angela Stadler  
City Clerk to the City of Reidsville  
230 W. Morehead Street  
Reidsville, NC 27320

Re: Appointment – Reidsville Planning Board (ETJ Position)

Dear Ms. Stadler,

The Rockingham County Board of Commissioners, at its regular meeting of March 18, 2024, appointed the following individual to serve on the City of Reidsville Planning Board in the Extraterritorial Jurisdiction (ETJ) position, such term to expire March 17, 2029.

JAMES MOTLEY  
1324 US 29 Bus.  
Reidsville, NC 27320

If we can be of further assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Susan O. Washburn".

Susan O. Washburn  
Clerk to the Board  
Rockingham County Board of Commissioners



THE CITY OF  
**Reidsville**  
NORTH CAROLINA

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

*Office of the City Manager*

**Date:** March 25, 2024

**To:** Mayor Donald Gorham  
City Council Members

**From:** Summer Woodard, City Manager

**Subject:** City Manager's Monthly Report

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**Upcoming Events:**

- NCLM City Vision 2024 will be Tuesday, April 23 through Thursday, April 25, 2024 at the Benton Convention Center in Winston-Salem.
- City Council Budget work session will be Monday, April 22<sup>nd</sup> at 5:30 p.m. at City Hall. This is a proposed change from the original date of Tuesday, April 23. The proposed change is due to the NCLM City Vision Conference, which starts April 23 and ends April 25.

**Personnel:**

- Lindsey Tuttle retired with the City of Reidsville on March 1<sup>st</sup>. He was the Streets Superintendent and had been with the City of Reidsville for twenty-seven (27) years. He was also the City's 2022 Employee of the Year.
- Lisa King retired with the City of Reidsville on March 1<sup>st</sup>. She was the Training Coordinator for the Reidsville Police Department and had been with the City of Reidsville for ten (10) years.

**Projects & City Updates:**

- **Splashpad** - The splashpad is nearly completed as well. EIFs and final painting has recently been finished. Equipment startup was also successful on the splashpad equipment. Miscellaneous work still needed includes downspout installation, pressure washing and final cleaning before the punch list can be created by the design team. Please see attached project photos behind the Miscellaneous tab.

- **Settle Street Streetscape Project** - Public Works has completed their scope of work, including installation of the three new poles on Settle Street across from Market Square. The electrician is also finished except for verification that everything works properly once Duke Energy energizes the electrical distribution panel. Currently we don't have an anticipated schedule on when this might occur. The fiber optic cabling has also been installed by Electricom. Once Duke Energy completes their scope of work, IT can work with Brady to install the proposed WIFI and cameras, fully completing the project. Please see attached project photos behind the Miscellaneous tab.
- **Main Street Award** - The City of Reidsville won a Main Street Award for our All-Inclusive "The Sky's the Limit" Park.
- **Public Safety Grant** - The City of Reidsville received \$963,000 in federal funding to upgrade our public safety radios. This grant was made possible by Representative Kathy Manning.

**Events/Meetings Attended:**

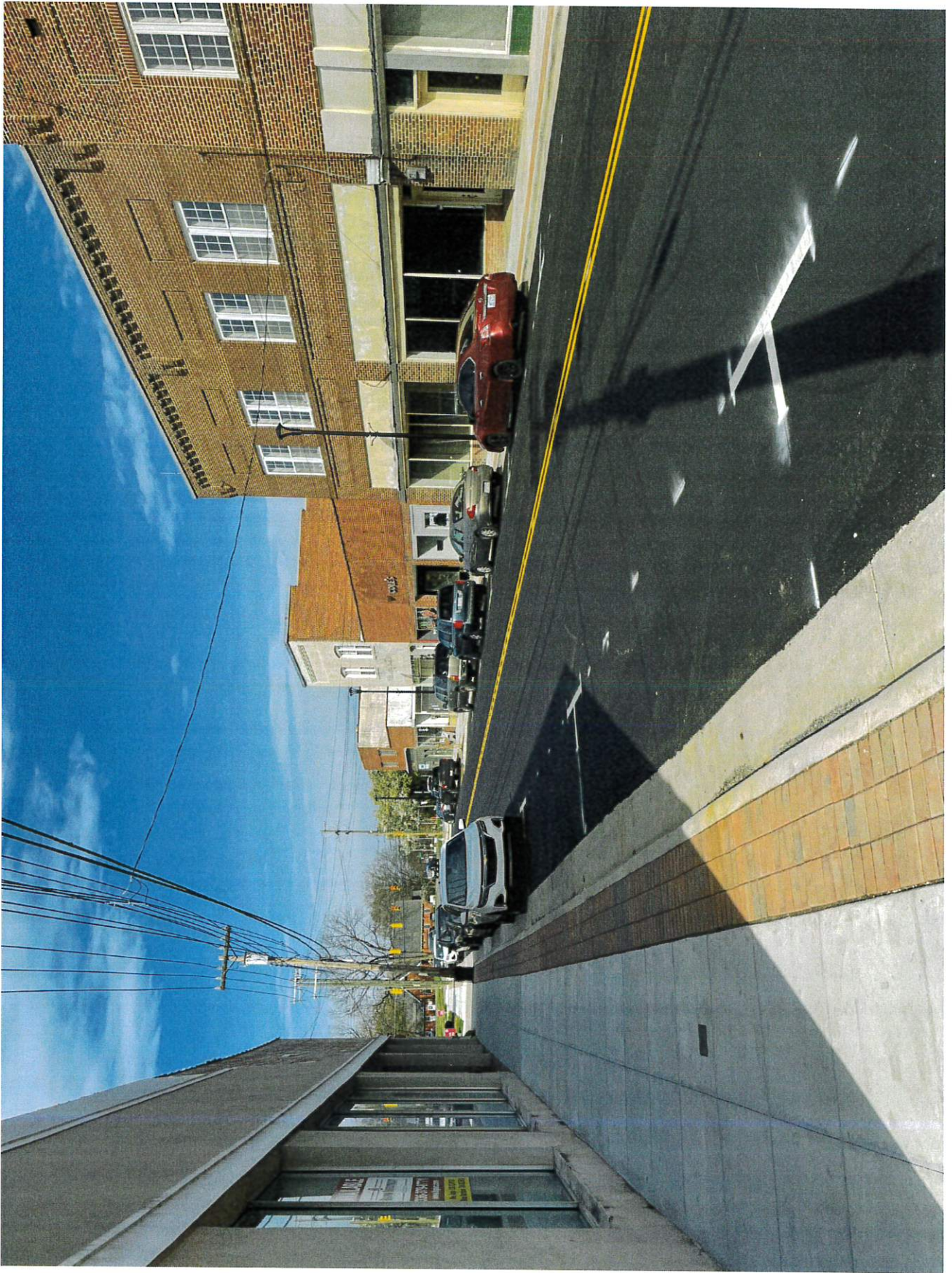
- 3/1 – Ribbon Cutting for Turtle Creek Bakery
- 3/6 – Special Called City Council Meeting to Discuss UDO
- 3/7 – Hosted the Managers Luncheon
- 3/12 – City Council Meeting
- 3/13 – Speaker at the Main Street Conference in Goldsboro, NC
- 3/15 – Met with Representative Kathy Manning and attended Kiwanis Pancake Dinner
- 3/16 – Attended the State Championship Basketball Game won by the Reidsville Rams
- 3/19- Attended Retirement Luncheon for Lindsey Tuttle
- 3/20 – Attended the NC Town and State Dinner in Winston-Salem, NC
- 3/21 – Management Team Meeting
- 3/25 - Ribbon Cutting & Dedication at the Carriage House
- 3/26 - RDC Board Meeting
- 3/27 - Participated in the Junior Achievement Program for Rockingham Middle School











**REIDSVILLE ABC BOARD**

**Minutes of February 22, 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, Chris Phillips and Terresia Scoble were present.
2. Chairman Turner called for any known conflicts of interest. None were reported.
3. The Board approved minutes of February 2024 meeting as read.  
Motion to approve: K. Almond      Second: C. Nimmons
4. The Board instructed J. Langel to prepare an analysis of annual expenses for Diesel Drive property.
5. The next meeting of the Board will be March 28, 2024.
6. There being no further business, the meeting was adjourned at 9:35 am.

Approved:

  
\_\_\_\_\_

W. Clark Turner, Chairman

  
\_\_\_\_\_

D. Kelly Almond

  
\_\_\_\_\_

Carolyn Nimmons

  
\_\_\_\_\_

Jodi M. Langel, General Manager

**MINUTES OF THE REIDSVILLE HISTORIC PRESERVATION COMMISSION MEETING  
HELD THURSDAY, FEBRUARY 15<sup>TH</sup>, 2023 BEGINNING AT 6:00 P.M.  
IN THE REIDSVILLE CITY HALL COUNCIL CHAMBERS**

**MEMBERS PRESENT:**

Jason Johnson  
Cindy Dilday  
Marguerite Holt  
Norma Craddock  
Anne Marie Simmons

**MEMBERS ABSENT:**

Jim Jackson  
Elizabeth Covell

**OTHERS IN ATTENDANCE:**

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

**Jason Johnson called the Historic Preservation Commission meeting to order at 6:10 pm.**

**Anne Marie Simmons provided the invocation.**

**ELECTION OF 2024 CHAIRPERSON:**

Jason Hardin informs the Commission that a Chairperson may only serve for 2 consecutive terms. The current Chair, Jim Jackson, has reached his term limit and must step away from the position for at least one year. With this in mind, the Commission makes the decision to elect Jason Johnson as the 2024 Chair.

**A motion was made to elect Jason Johnson as the 2024 HPC Chairperson.**

**Motion: Marguerite Holt**

**Second: Anne Marie Simmons**

**Vote: Unanimous**

**ELECTION OF 2024 VICE-CHAIRPERSON:**

Marguerite Holt asks Jason Hardin if Jim Jackson can serve as the Vice-Chair. Jason Hardin replies, yes.

**A motion was made to elect Jim Jackson as the 2024 HPC Vice-Chairperson.**

**Motion: Anne Marie Simmons**

**Second: Cindy Dilday**

**Vote: Unanimous**

**APPROVAL OF MINUTES:**

**A motion was made to approve the Minutes of the December 21<sup>st</sup> Historic Preservation Commission Meeting.**

**Motion: Marguerite Holt**

**Second: Cindy Dilday**

**Vote: Unanimous**

**2024-2025 FISCAL YEAR BUDGET:**

Jason Hardin asks the Commission if there are any special projects they would like to consider for the upcoming budget year. He states that the commission does the walking tours in the winter and in the spring, and we pay for the Eventbrite subscription for those from the budget. Jason Hardin notes that the majority of the annual budget goes towards the repair and maintenance of the Governor Reid house. This includes landscaping, repairs and maintenance. That is what the majority of the budget is used for. If the Commission has any special projects they would like to do, we can look into them. Or you can pour the entire budget into the Governor Reid House. Jason Johnson asks if the flooring repairs came from the 2023-2024 budget. Jason Hardin states that we had some carry over from previous years and that some of the money came from that. Jason Hardin explains that the cost to repair the School Room floor will be "cost plus," meaning that we do not know the total estimated cost of repairs. We will be charged a flat rate per hour, there will be no contractual price. Jason Johnson asks if it will be more cost-effective to go through the flooring. Jason Hardin states that it depends on what they determine to be easiest once the contractors get under the house. With the crawlspace being so narrow, we are struggling to find contractors that will even go under there. Jason Hardin states that we want to preserve as much of the original materials as possible. Once we start tearing the floor up, things may break or become unusable. If we can preserve the floor, that is the best way to go about it. Marguerite Holt asks what is in our budget now. Jason Hardin states, roughly \$40,000. Most of that is from carryovers from previous years. However, once you get into the repairs, the rates can go up quickly, as we've seen with our housing rehab project. Marguerite Holt states that we should earmark the money for repairs to the Governor Reid House floor.

**A motion was made to use all of the available funding on rehabilitation of the Governor Reid House.**

**Motion: Anne Marie Simmons**

**Second: Margarite Holt**

**Vote: Unanimous**

**CONFIRMATION OF SPRING DOWNTOWN STROLL DATE:**

Jason Johnson asks what month we did the Downtown Stroll last year. Jason Hardin replies, we did not do one last year due to the sesquicentennial events and the Governor Reid Open House events. Marguerite Holt states that she recalls the Commission discussion April 13<sup>th</sup> as a potential date. Cindy Dilday agrees. Drew Bigelow states that there were some dates that Elizabeth Covell said she would be unavailable on. Marguerite Holt states that she thinks Jim Jackson and Elizabeth Covell should be there when we determine a date. Cindy Dilday looks back at the minutes and confirms we have already

selected April 13<sup>th</sup> as the date for the Downtown Stroll with a backup date of April 27<sup>th</sup>. Jason Johnson states that since we have already decided a date for the Downtown Stroll, no vote is necessary.

**COMMISSION MEMBER COMMENTS**

Marguerite Holt thanks Drew Bigelow and Jason Hardin for their work in coordinating the Lantern Tour.

**ADJOURNMENT OF HISTORIC PRESERVATION COMMISSION**

There being no further business, a motion was made to adjourn the Historic Preservation Commission meeting at 6:15 pm.

**Motion: Marguerite Holt**

**Second: Cindy Dilday**

**Vote: Unanimous**

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**Drew Bigelow  
Planner I**

**MINUTES OF THE  
REIDSVILLE HUMAN RELATIONS COMMISSION  
MEETING ON TUESDAY, FEBRUARY 27, 2024  
REIDSVILLE CITY HALL  
1<sup>ST</sup> -FLOOR CONFERENCE ROOM**

**COMMISSION MEMBERS PRESENT:** Cathy Badgett, Chair  
Maricarmen Garduño, Vice Chair  
Khalid Amos  
Daunte Carter  
Wanda Harley  
Richard Ratliff  
Anna Roach  
Matthew Williams

**COMMISSION MEMBERS ABSENT:** Dawn Charaba

**CITY STAFF PRESENT:** Latasha Wade, Deputy City Clerk

**VISITORS:** None

**CALL TO ORDER**

Chair Dr. Cathy Badgett called the meeting to order at approximately 6:32 p.m.

**INVOCATION**

Anna Roach provided the invocation.

**ROLL CALL**

Deputy City Clerk Latasha Wade then called the roll.

**READING OF THE MISSION STATEMENT**

Dr. Badgett asked Maricarmen Garduño to read the Mission Statement.

**APPROVAL OF JANUARY 23, 2024 MINUTES**

Richard Ratliff made the motion to approve the January 23, 2024 minutes and Maricarmen Garduño seconded the motion with the minutes being unanimously approved.

## **REPORTS AND ANNOUNCEMENTS**

Dr. Badgett announced the passing of Commission member, Mr. Ashton McLaurin on Tuesday, February 20, 2024. She asked the board if they wished to send a floral arrangement to the family of Mr. McLaurin? The Commission agreed.

**Richard Ratliff made the motion for the Human Relations Commission to send a floral arrangement to the family of Ashton McLaurin, and Daunte Carter seconded the motion being unanimously approved.**

## **OLD BUSINESS**

### **MLK Breakfast**

Wanda Harley said there aren't any additional updates. She said that MLK Treasurer Dawn Charaba may have the final scholarship amount. Dr. Badgett said Dawn was not currently at the meeting. Dr. Badgett re-iterated to the board that the NAACP will take lead for the 2025 MLK Breakfast.

### **Community Read**

Dr. Badgett said Dawn was not there presently to share information on Community Read, but she hoped Dawn would come before the end of the meeting to provide an update on the topic.

### **Team Reidsville Celebration**

Dr. Badgett said that the Team Reidsville Celebration will be held on Saturday, April 27, 2024 from 12-4 p.m. Dr. Badgett said she had received some music clips from Michael Bennett of performers as she began to name a few as follows: DJ Marcus Smooth, Brandon Stephens, and Lamar Brace.

Richard Ratliff asked Dr. Badgett if they could let Michael Bennett get the bands for each Team Reidsville Community Event? Dr. Badgett said that she had no problem with that. She played some of the music clips for the Commission members to hear. The board had a discussion on the music clips and the censorship of the music lyrics due to it being a City event. Dr. Badgett said Michael Bennett told her that the budget would need to be discussed to move forward with the bands and performers so she gave him a potential budget amount. Dr. Badgett reminded the board the more sponsorships obtained helps with getting performers, etc. She said that Mr. Bennett would like for each set to get 45 minutes in performance time.

Dr. Badgett asked the Commission what they wanted? The Commission asked her for clarification of what she meant by that question? Daunte proceeded to ask what other entertainment would there be? Dr. Badgett said Jordan Yount from Parks & Recreation would handle the games. Dr. Badgett asked Wanda Harley to follow up with the Fire Department about participating and allowing the usage of chairs, etc. Dr. Badgett asked the board if they would like face painting by Kimberly Oldham, which costs about \$650? Matthew Williams expressed he felt \$650 was expensive. Dr. Badgett said that price includes blowing up balloons for the children, etc. The board members understood the

pricing after that explanation. Dr. Badgett said that Eric Callands said the Reidsville High School Band will be participating. She asked Maricarmen to reach out to Cone Health for participation. Anna suggested to Dr. Badgett that they have something for Black History. Dr. Badgett said that she would reach out to Valencia Abbott concerning having something for Black History.

Dr. Badgett said that vendors need to have their own tables and chairs, etc. Daunte asked if he could sell his products? She told him yes if he completed the vendor application and paid the fee. He said to Dr. Badgett his thoughts were to donate the proceeds made back to the Human Relations Commission. Daunte asked about selling alcoholic beverages? Dr. Badgett said no that would not be allowed due to the permits, clearances, and police presence that would be required. Dr. Badgett reviewed what task she needed each member to complete. When Daunte asked Dr. Badgett if the bands played the entire time, she said the bands would play in 45-minute intervals with Henry playing music in between. Dr. Badgett told the commission they would need gift cards, door prizes, etc. She also said that Mayor Gorham, Chiefs, Council, and other City Officials would be included in the welcoming.

### **NEW BUSINESS**

None.

### **Closing Comments**

Dr. Badgett shared that they did receive a thank you card from Anna Roach and family for the flower arrangement received in the passing of her brother.

Dr. Badgett said that they needed to meet via Zoom in two weeks on March 12<sup>th</sup> at 6:30 p.m. The board agreed.

**The motion to adjourn the meeting at 7:59 p.m. was made by Wanda Harley, seconded by Matthew Williams and unanimously approved.**

Submitted by:



\_\_\_\_\_  
Latasha R. Wade, Deputy City Clerk