

AGENDA REIDSVILLE CITY COUNCIL MEETING

6:00 PM Tuesday, February 14, 2023

- 1. Call to Order.
- 2. Invocation by Pastor Dr. Joseph Bryant, First Baptist Church, 401 Hubbard Street, Reidsville.
- 3. Pledge of Allegiance.
- 4. Proclamations & Recognitions:
 - (A) Recognition of Black History Month.
- 5. Approval of Consent Agenda.
 - (A) Approval of the January 10, 2023 Regular Meeting Minutes.
 - (B) Approval of Contract with Rockingham County Board of Elections.
- 6. Budgetary Items:
 - (A) Consideration of Capital Project Ordinance and Design Proposal for Depot Shelter Project. (Enclosure #1) Chris Phillips, Assistant City Manager of Administration/Finance Director
 - (B) Consideration of Agreement and Budget Allocation for the Barnes Street Bridge Replacement Project (BR-0041), including Budget Ordinance Amendment No. 10. (Enclosure #2) Josh Beck, Public Works Director
 - (C) Consideration of Request to Assist with the Reidsville High School Track and Field Upgrade. (Enclosure #3) Summer Woodard, City Manager
 - (D) Consideration of Budget Calendar for Fiscal Year 2023-2024. (Enclosure #4) Summer Woodard, City Manager
 - (E) Consideration of American Rescue Plan Funds Update, including Budget Ordinance Amendment No. 11 and an Amended Grant Special Revenue Ordinance. (Enclosure #5) -Chris Phillips, Assistant City Manager of Administration/Finance Director
- 7. Updates:
 - (A) Update on EV Charging Stations. (Enclosure #6) *Jeff Garstka, Economic Development Director*

- 8. Public Comments.
- 9. City Manager's Report:
 - (A) Month of February. (Enclosure #7)
- 10. Council Members' Reports.
- 11. Miscellaneous:
 - (A) For Information Only.
- 12. Move to the First-Floor Conference Room for a closed session to discuss economic development pursuant to NCGS 143-318.11(a)(4).
- 13. Adjourn.



PR O CL A MATION

WHEREAS, February has been designated as Black History Month and will be observed in our community with a series knowledgeable about black heritage and to honor the many black leaders who have contributed to the progress of our nation; and of special presentations and exhibits, with this observance affording the special opportunity for local residents to become more

WHEREAS, such knowledge can only serve to strengthen the insight of all of our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers to equality for minority groups, and the continuing struggle against racial discrimination and poverty; NOW, THEREFORE, I, Donald L. Gorham, Mayor of the City of Reidsville, on behalf of the Reidsville City Council, de hereby proclaim the month of February to be

Black History Month

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

This the 14th day of February, 2023.

Donald L. Gorham Mayor



MINUTES OF THE REGULAR MEETING OF THE REIDSVILLE CITY COUNCIL HELD TUESDAY, JANUARY 10, 2023 AT 6:00 P.M. REIDSVILLE CITY HALL, COUNCIL CHAMBERS

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

CITY COUNCIL MEMBERS PRESENT:

Mayor Donald L. Gorham

Mayor Pro Tem Harry L. Brown (Attended via

phone)

Councilwoman Barbara J. DeJournette Councilman James K. Festerman Councilman William Hairston Councilmember Terresia Scoble Councilwoman Sherri G. Walker

COUNCIL MEMBERS ABSENT:

NONE

CITY STAFF PRESENT:

Summer Woodard, City Manager Angela G. Stadler, City Clerk William F. McLeod, City Attorney Chris Phillips, Assistant City Manager of

Administration/Finance Director

Administration/Finance Director

Jason Hardin, Planning & Community

Development Manager

Josh Farmer, Assistant Fire Chief

CALL TO ORDER.

Mayor Gorham called the meeting to order. He asked Rev. Dr. Jacey Bell to come forward.

INVOCATION BY REV. DR. JACEY BELL, ASSOCIATE MINISTER, ELM GROVE BAPTIST CHURCH, 1302 HIGHWAY BUSINESS 29, REIDSVILLE, AND VICE PRESIDENT OF THE MINISTERIAL ALLIANCE OF REIDSVILLE AND VICINITY.

Rev. Dr. Jacey Bell came forward and led in the invocation.

PLEDGE OF ALLEGIANCE.

Mayor Gorham and Council members then led in the Pledge of Allegiance. The Mayor noted that Mayor Pro Tem Brown was attending via telephone.

PROCLAMATIONS & RECOGNITIONS:

RECOGNITION OF DR. MARTIN LUTHER KING JR. DAY ON MONDAY, JANUARY 16, 2023.

Mayor Gorham read from the dais the proclamation for Dr. Martin Luther King Jr. Day here in Reidsville, which follows:

PROCLAMATION

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

WHEREAS, the King Holiday and Service Act of 1994, signed into law on August 23 of that year by President Clinton, designates the King Federal Holiday to be a day of national service and this year's observance on Monday, January 16, 2023, will be celebrated by City of Reidsville employees; and

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

NOW, THEREFORE, I, Donald L. Gorham, Mayor of the City of Reidsville, and the Reidsville City Council, do hereby recognize Monday, January 16, 2023, as **Dr. Martin Luther King Jr. Day** in Reidsville and continue to urge all residents to join us as we rededicate ourselves to the principles of justice and equality for all in memory of this apostle of non-violence who gave his life in the crusade for human rights.

This the 10th day of January, 2023.

Donald L. Gorham Mayor		
Mayor Pro Tem Harry Brown	Councilwoman Barbara J. DeJournette	
Councilman William Hairston	Councilman James Festerman	
Councilwoman Sherri Walker	Councilmember Terresia Scoble	

The proclamation was accepted by Rev. Dr. Jacey Bell on behalf of the Ministerial Alliance of Reidsville and Vicinity. He talked briefly of Dr. King, noting that Civil Rights leader was a humble person, and gratefully accepted the proclamation.

APPROVAL OF MINUTES:

APPROVAL OF THE DECEMBER 13, 2022 REGULAR MEETING MINUTES.

Councilman Festerman made the motion, seconded by Councilman Hairston and unanimously approved by Council in a 7-0 vote, to approve the December 13, 2022 Regular Meeting Minutes.

PUBLIC HEARINGS:

CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 1, GENERAL PROVISIONS, SECTION 1-8. - VIOLATIONS OF ORDINANCE MISDEMEANORS; ENFORCEMENT OF CERTAIN ORDINANCES BY CIVIL PENALTIES; OTHER REMEDIES; CONTINUING VIOLATIONS. THIS AMENDMENT REPEALS SECTION 1-8 (C) AND REPLACES THE LANGUAGE REGARDING THE PROCEDURE TO BE FOLLOWED IN ISSUING CIVIL PENALTIES AND AMENDS SUBSECTIONS 2 & 3 DUE TO NCGS 160D-405.

In making the staff report, Jason Hardin, Planning & Community Development Manager, reviewed his January 10, 2023 memo and the amended Ordinance with revisions shown, both of which follow:

MEMORANDUM

TO: The Honorable Mayor Gorham, Members of the

Reidsville City Council, and Summer Woodard, City Manager

FROM: Jason Har

Jason Hardin, Planning & Community Development Manager

DATE: January 10, 2022

RE: Code of Ordinances Amendment: Section 1-8

Staff is petitioning to amend Chapter 1, General Provisions, Section 1-8, Violations of Ordinances Misdemeanors; Enforcement of Certain Ordinances by Civil Penalties; Other Remedies; Continuing Violations of the Reidsville City Code of Ordinances. Currently, Section 1-8, Subsection 1 of the City Code of Ordinances requires a request to proceed be made to the City Council for approval to issue civil penalties (a civil citation). We are petitioning to repeal this requirement to bring our civil penalty procedure into alignment with standard administrative practice which includes making interpretations of City Ordinances including issuing violations and civil citations.

Appeals of issued civil penalties are heard by the Reidsville Board of Adjustment (BOA) that is appointed by council to make rulings on the accuracy of staff interpretations. The current provision of the ordinance requires the BOA to rule on the accuracy of an act of the City Council that directs staff to issue the civil penalty. The nature of the BOA, as outlined in the General Statutes, is to rule on decisions and interpretations made at the administrative level. As always, we want to be transparent and keep our council members informed. Therefore, we are a proposing a written staff report be made to the council detailing the circumstances of the violation which lead to the issuance of civil penalties.

Finally, North Carolina General Statute 160D extended the required appeal period of an issued civil citation to 30 days. The ordinance currently only allows 10 days from the issuance of the citation for an appeal to be submitted to go before the BOA. We recommend language be added to the ordinance to allow for a 30-day appeal period when applicable under NCGS 160D to bring the ordinance into alignment with established state law.

I recommend the proposed amendment be approved. (END OF MEMO)

AN ORDINANCE AMENDING CHAPTER 1, GENERAL PROVISIONS, SECTION 1-8. – VIOLATIONS OF ORDINANCES MISDEMEANORS; ENFORCEMENT OF CERTAIN ORDINANCES BY CIVIL PENALTIES; OTHER REMEDIES; CONTINUING VIOLATIONS

WHEREAS, Reidsville City Code Section 1-8. - Violations of ordinances misdemeanors; enforcement of certain ordinances by civil penalties; other remedies; continuing violations, Section (c), Civil Penalty Procedure, Subsection 1, Request to Proceed; requires a staff request to be made to the City Council, and subsequent Council approval, prior to issuing civil penalties; and

WHEREAS, General Statute 160D-405 has extended the time period for which an appeal of issued civil penalties may be submitted;

- **BE IT ORDAINED** by the City Council of the City of Reidsville, North Carolina that the City of Reidsville Code of Ordinances be amended as follows:
- Part I. That Section 1-8 (c), Subsection 1 of the Reidsville Code of Ordinances be rewritten as follows:
- Sec. 1-8. Violations of ordinances misdemeanors; enforcement of certain ordinances by civil penalties; other remedies; continuing violations.
- (c) Civil penalty procedure. Civil penalties for violations of codified or uncodified ordinances under this section shall be issued and collected according to the following procedure:

REPEAL

(1) Request to proceed. Upon determination that a violation of a continuing nature of codified or uncodified ordinances subject to civil penalties under this section is occurring, the city manager or other city official shall report such violation to the city council at a regular or special meeting and request approval to proceed with a civil penalty citation proceeding against all persons responsible for the violation. The city council shall hear the report of the violation and shall then approve or deny the request to proceed with a civil penalty citation proceeding. Approval of the request to proceed by the city council shall authorize the city manager or other city official to proceed with issuance of a written civil penalty warning as hereinafter provided, and, if necessary, with issuance of a civil penalty citation applicable to each day the cited offense continues, without further action by the city council.

REPLACE

(1) Upon determination that a violation of a continuing nature of codified or uncodified ordinances subject to civil penalties under this section is occurring, the official charged with enforcement of the provision shall proceed with issuance of a written civil penalty warning as hereinafter provided, and, if necessary, with issuance of a civil penalty citation applicable to each day the cited offense continues. The official issuing the civil penalty shall make a written report to be provided to the City Council detailing the circumstances of the violation.

PART II. That Section 1-8 (c), Subsections 2 & 3 be amended as follows:

- (2) Civil penalty warning. The civil penalty warning shall set out the nature of the violation, the section violated, and the date the violation was first identified or is otherwise deemed to have begun, and shall specifically warn the violator that a civil penalty in the amount hereinafter provided shall be imposed for each day the violation continues if the violation does not cease or is not abated within ten (10) days (or thirty (30) days when applicable under G.S. 160D) from the date the warning is served on the violator. If the violation is by its nature not reasonably subject to abatement within ten (10) days (or thirty (30) days when applicable under G.S. 160D), the civil penalty warning shall state a reasonable period of time within which the violation shall cease and be abated. The civil penalty citation shall be served personally within the City by personnel of the Reidsville Police Department, or outside the City by any civil process server authorized by law, and a return of service made therefore and retained in the City records; alternatively, the civil penalty warning may be served by certified or registered mail, return receipt requested, and the returned receipt therefor shall be retained in the City records.
- (3) Appeal of civil penalty warning: An appeal from a civil penalty warning shall be submitted

within ten (10) days, or thirty (30) days when applicable under G.S. 160D, from the issuance of the civil penalty warning.

City of Reidsville, North Carolina.	me effective upon its adoption by the City Council of the
ADOPTED this the day of Reidsville, North Carolina.	, 2022 by the City Council of the City of
ATTEST:	Donald L. Gorham, Mayor
Angela G. Stadler, City Clerk	

As he gave his report, Hardin noted that he had come before Council to discuss a matter related to this several months ago. He said it creates a kind of quasi-judicial situation in that the Board of Adjustment, a board appointed by the Council, would review appeals of civil citations. He added that it is a quirk of our ordinance that such civil citations require City Council approval right now. He explained that Board of Adjustments usually review staff decisions, not Council decisions. He cited examples of actions taken by staff that BOAs can review, such as reducing fines, etc. He also noted the need for transparency so included in the process is submitting a written report to Council detailing the circumstances of the violation. He added that NCGS 160D also extended the required period of filing an appeal for an issued civil citation to 30 days from the current 10 days. He said staff recommends this amendment be approved.

Mayor Gorham opened the public hearing at 6:12 p.m. With no one speaking for or against, the public hearing was closed at 6:13 p.m.

Councilman Hairston made the motion, seconded by Councilwoman DeJournette and unanimously approved by Council in a 7-0 vote, that the proposed amendment be approved.

The Ordinance Amendment as approved follows:

AN ORDINANCE AMENDING CHAPTER 1, GENERAL PROVISIONS, SECTION 1-8. – VIOLATIONS OF ORDINANCES MISDEMEANORS; ENFORCEMENT OF CERTAIN ORDINANCES BY CIVIL PENALTIES; OTHER REMEDIES; CONTINUING VIOLATIONS

WHEREAS, Reidsville City Code Section 1-8. - Violations of ordinances misdemeanors; enforcement of certain ordinances by civil penalties; other remedies; continuing violations, Section (c), Civil Penalty Procedure, Subsection 1, Request to Proceed; requires a staff request to be made to the City Council, and subsequent Council approval, prior to issuing civil penalties; and

WHEREAS, General Statute 160D-405 has extended the time period for which an appeal of issued civil penalties may be submitted;

BE IT ORDAINED by the City Council of the City of Reidsville, North Carolina that the City of Reidsville Code of Ordinances be amended as follows:

- Part I. That Section 1-8 (c), Subsection 1 of the Reidsville Code of Ordinances be rewritten as follows:
- Sec. 1-8. Violations of ordinances misdemeanors; enforcement of certain ordinances by civil penalties; other remedies; continuing violations.
- (c) Civil penalty procedure. Civil penalties for violations of codified or uncodified ordinances under this section shall be issued and collected according to the following procedure:
 - (4) Upon determination that a violation of a continuing nature of codified or uncodified ordinances subject to civil penalties under this section is occurring, the official charged with enforcement of the provision shall proceed with issuance of a written civil penalty warning as hereinafter provided, and, if necessary, with issuance of a civil penalty citation applicable to each day the cited offense continues. The official issuing the civil penalty shall make a written report to be provided to the City Council detailing the circumstances of the violation.

PART II. That Section 1-8 (c), Subsections 2 & 3 be amended as follows:

- (5) Civil penalty warning. The civil penalty warning shall set out the nature of the violation, the section violated, and the date the violation was first identified or is otherwise deemed to have begun, and shall specifically warn the violator that a civil penalty in the amount hereinafter provided shall be imposed for each day the violation continues if the violation does not cease or is not abated within ten (10) days (or thirty (30) days when applicable under G.S. 160D) from the date the warning is served on the violator. If the violation is by its nature not reasonably subject to abatement within ten (10) days (or thirty (30) days when applicable under G.S. 160D), the civil penalty warning shall state a reasonable period of time within which the violation shall cease and be abated. The civil penalty citation shall be served personally within the City by personnel of the Reidsville Police Department, or outside the City by any civil process server authorized by law, and a return of service made therefore and retained in the City records; alternatively, the civil penalty warning may be served by certified or registered mail, return receipt requested, and the returned receipt therefor shall be retained in the City records.
- (6) Appeal of civil penalty warning: An appeal from a civil penalty warning shall be submitted within ten (10) days, or thirty (30) days when applicable under G.S. 160D, from the issuance of the civil penalty warning.

Part III. This Ordinance shall become effective upon its adoption by the City Council of the

City of Reidsville, North Carolina.	
ADOPTED this the day of Reidsville, North Carolina.	, 2023 by the City Council of the City of
/s/	
	Donald L. Gorham, Mayor
ATTEST:	
lsl	
Angela G. Stadler, City Clerk	

CONSIDERATION OF CITY OF REIDSVILLE AUDIT ENDING JUNE 30, 2022.

Assistant City Manager of Administration/Finance Director Chris Phillips noted that Council members should have received the audit information, which was in a separate enclosure and not in the agenda packet. He apologized that we were a little late getting this information out, but he noted that the audit will be discussed in greater detail during the Council's upcoming retreat. He said normally the audit is part of the retreat, but staff was required to present the audit tonight to meet the timeframe for required communications. Again, he said he would go into more financial detail at the Council's annual retreat. Phillips said the auditor would be going over the PowerPoint presentation Council had already received, along with the audit report and the single-audit report. He then turned the presentation over to Daniel Gougherty with the accounting firm of Cherry, Bekaert, who was attending via Microsoft Teams, after stressing that Council could ask questions tonight but that they always have access to the auditors. Phillips said Council could contact his office or the City Manager's office if they needed to access the auditors.

Mr. Gougherty reviewed the PowerPoint presentation on the City's Audit. (A COPY OF THE POWERPOINT PRESENTATION IS HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.) He first noted those from his firm who have been working on the City's audit before going through each of the slides individually, stressing on page 4 the results of the audit. He also noted that the firm also issues a separate yellow book report, which would include any findings or issues that would be discussed in the succeeding slides. Outside of the financial statements and the yellow book report, he noted they also issue reports on the Federal and State Single Audits. However, he explained that the City did not meet the threshold to have a Federal Single Audit Report this year although he said he thought the City would meet it in coming years. The State Single Audit includes items such as Powell Bill Funds, etc.

The auditor stressed that this presentation was very technical in nature more so than dealing with the numbers. He said the firm used to provide a two-page letter but now presents using the slides.

Mr. Gougherty then discussed Internal Control Communications, including Material Weakness and Significant Deficiency. He said there was nothing that would be considered a material weakness or significant deficiency. While it does not rise to the level of a material weakness or significant deficiency, the firm does recommend that the City implement a process to reverse any receivable related to a loan when converting from modified accrual basis of accounting to accrual basis of accounting. He said they had discussed this with Chris Phillips that in this case of a grant/loan program, it should not be recorded until the money is received.

Mr. Gougherty said he was happy to say that the City had no Corrected Misstatements. He then reviewed on Slide 9 three Uncorrected Misstatements. He said City management had determined these were immaterial and they as the auditors agreed.

He then reviewed slides related to Qualitative Aspects of Accounting Practices. No transactions were entered into by the City in which there is a lack of authoritative guidance or consensus or any significant unusual transactions, he said. As he reviewed the Independence Considerations slide, he also noted that financial statements are often drafted by the accounting firm, but Finance Director Chris Phillips drafts his own financial statements, which is rare for a City Reidsville's size to have someone able to do that. The auditor said those statements are typically in good order with few changes made by his firm. Mr. Goughtery said his auditing firm is independent of the City.

7|January 10, 2023 **10**

Mr. Gougherty continued on, discussing Independence Considerations and Other Required Communications. He did cite under Management Representations that the firm has requested certain representations from management, which are included in the management representation letter dated Dec. 1, 2022.

As he reviewed the remaining slides, Mr. Gougherty did note on Slide 22 that there was one item requiring a response to the Local Government Commission within 60 days by March 10, which deals with an internal control recommendation.

The auditor asked if there were any questions? Councilman Festerman asked for an explanation of the first bullet on Slide 9. The auditor explained that this was a water utilities grant program and not a typical grant program. He explained that the City is waiting for reimbursement from the State for the \$363,240 cited there but had reported it as a liability. However, you can't report the monies as a liability until they are received, Mr. Gougherty said. He said right now it is not affecting the City's equity or cash or fund balance so the liability needs to be removed until the monies are in hand. The Councilman asked if the audit would be corrected once that occurs? Mr. Gougherty said it was not material overall to the financial statements, but they would be expecting Chris to correct it in next year's financial statements. The Mayor asked, so that is not something we need to be concerned with this year? Mr. Gougherty said it is not and is more of technical accounting treatment than a cash flow or issue with any of your controls.

Councilman Festerman asked if there was any way that could have been avoided or just how we have to play the game? Mr. Gougherty said that based on GASB, it should not be reported, but he said he thinks Chris likes to report that you have this amount owed to the City and to have an audit trail of what is owed. They had discussed other ways to include an audit trail, the auditor said. Phillips said it would probably be included as a footnote. He said that is money we are borrowing from the State that we have to pay back so for him, being more conservative, he wants to show the debt there. He said he thinks he has figured out a way to show it next year. Mayor Gorham said it sounds like he was trying to be transparent. Phillips replied he was probably being more conservative than he needed to.

With no other questions, the audit presentation ended.

ORDINANCES:

CONSIDERATION OF ORDINANCES AMENDED TO MEET SENATE BILL 300 REQUIREMENTS AS REQUESTED BY THE FIRE DEPARTMENT (SECOND READING).

In making the staff report, Assistant Fire Chief Josh Farmer reviewed his December 28, 2022 memo, which follows:

MEMORANDUM

To:

Summer Woodard, City Manager

From:

Joshua Farmer, Asst, Fire Chief/Fire Marshal

Date:

December 28, 2022

Subject: Senate Bill 300 – Ordinances (Second Reading)

The first reading of the ordinances listed below was on December 13, 2022. The second reading and vote will be on January 10, 2023. Again, this is to ensure each ordinance is compliant with North

Carolina Senate Bill 300. Lastly, this vote will include the consideration of adopting proposed ordinance 8-42: Burning of Brush.

I request that the proposed revisions and addition be presented to City Council for their consideration:

- Sec. 8-2: Riding fire apparatus
- Sec. 8-30: Districts within which storage of explosives and blasting agents is prohibited
- Sec. 8-31: Districts within which manufacture and storage of fireworks is prohibited
- Sec. 8-32: Storage of class I combustible liquid
- Sec. 8-33: Districts within which new bulk plants for flammable or combustible liquids are prohibited.
- Sec. 8-42: Burning of Brush

If you have any questions, please let me know. (END OF MEMO)

Councilman Festerman said he appreciated Chief Farmer's brevity.

Councilwoman Walker then made the motion "so moved," seconded by Councilmember Scoble and unanimously approved by Council in a 7-0 vote, to approve the Ordinances on second reading.

The Ordinances as amended and/or adopted were approved as follows:

AMENDING THE CITY OF REIDSVILLE CODE OF ORDINANCES AN ORDINANCE AMENDING

Chapter 8, Fire Protection and Prevention Article I. In General Sec. 8-2 Riding fire apparatus

BE IT ORDAINED by the City Council of the City of Reidsville, North Carolina, that the City of Reidsville Code of Ordinances be amended as follows:

Part I. Chapter 8, Fire Protection and Prevention, Article I. In General, Sec. 8-2. Riding fire apparatus. Adopted, is hereby amended as follows, replacing the strikethrough text with the underlined text, and adding to the following as highlighted in bold:

Except by permission of the fire chief, it shall be unlawful for any person, except a member of the fire department, to ride on any truck, vehicle, or apparatus of the department while going to or returning from a fire-an emergency scene or at any other time. A violation of this Ordinance is a Class 3 Misdemeanor punishable by a fine not to exceed \$500.00 pursuant to NCGS 14-4.

PART II. All other parts of Article I shall remain unchanged.

PART III. This Ordinance shall become effective upon its adoption by the City Council of the City of Reidsville, North Carolina.

First Reading on December 13, 2022 Second Reading & Adoption on January 10, 2023

AMENDING THE CITY OF REIDSVILLE CODE OF ORDINANCES AN ORDINANCE AMENDING

Angela G. Stadler, CMC/NCCMC, City Clerk

Chapter 8, Fire Protection and Prevention Article II. Fire Prevention Code

Sec. 8-31. Districts within which manufacture and storage of fireworks is prohibited

BE IT ORDAINED by the City Council of the City of Reidsville, North Carolina, that the City of Reidsville Code of Ordinances be amended as follows:

Part I. Chapter 8, Fire Protection and Prevention, Article II. Fire Prevention Code, Sec. 8-30. Districts which manufacture and storage of fireworks is prohibited. Adopted, is hereby amended as follows, adding to the following as highlighted in bold:

Within the city limits the manufacture and storage of fireworks is prohibited. A violation of this Ordinance is a Class 3 Misdemeanor punishable by a fine not to exceed \$500.00 pursuant to NCGS 14-4.

PART II. All other parts of Article II shall remain unchanged.

PART III. This Ordinance shall become effective upon its adoption by the City Council of the City of Reidsville, North Carolina.

First Reading on December 13, 2022 Second Reading & Adoption on January 10, 2023

	/s/	
	Donald L. Gorham, Mayor	
ATTEST:	•	
I. I		
/s/Angela G. Stadler, CMC/NCCI	MC City Clerk	

AMENDING THE CITY OF REIDSVILLE CODE OF ORDINANCES AN ORDINANCE AMENDING

Chapter 8, Fire Protection and Prevention Article II. Fire Prevention Code Sec. 8-32. Storage of class I combustible liquid

BE IT ORDAINED by the City Council of the City of Reidsville, North Carolina, that the City of Reidsville Code of Ordinances be amended as follows:

Part I. Chapter 8, Fire Protection and Prevention, Article II. Fire Prevention Code, Sec. 8-32. Storage of class I combustible liquid. Adopted, is hereby amended as follows, adding to the following as highlighted in bold:

The improper storage of any class I combustible liquid as defined in the fire prevention code on any property zoned residential 6, residential 12, RS-12, residential 20, or office & institutional is prohibited except as may be contained in a fuel tank of a motor vehicle, aircraft, boat, or portable or stationary engine. Improper storage means any aboveground installation of gasoline or any belowground installation of gasoline that is not properly installed as defined in the fire prevention code. A violation of this Ordinance is a Class 3 Misdemeanor punishable by a fine not to exceed \$500.00 pursuant to NCGS 14-4.

PART II. All other parts of Article II shall remain unchanged.

PART III. This Ordinance shall become effective upon its adoption by the City Council of the City of Reidsville, North Carolina.

Angela G. Stadler, CMC/NCCMC, City Clerk

/s/
/s/ Donald L. Gorham, Mayor
ATTEST:
/s/
Angela G. Stadler, CMC/NCCMC, City Clerk
AMENDING THE CITY OF REIDSVILLE CODE OF ORDINANCES
AN ORDINANCE AMENDING
Chapter 8, Fire Protection and Prevention
Article II. Fire Prevention Code
Sec. 8-33. Districts within which new bulk plants for flammable or combustible liquids are prohibited
BE IT ORDAINED by the City Council of the City of Reidsville, North Carolina, that the City of Reidsville Code of Ordinances be amended as follows:
Part I . Chapter 8, Fire Protection and Prevention, Article II. Fire Prevention Code, Sec. 8-33. Districts within which new bulk plants for flammable or combustible liquids are prohibited. Adopted, is hereby amended as follows, adding to the following as highlighted in bold:
Within the city limits new bulk plants for flammable or combustible liquids are prohibited. A violation of this Ordinance is a Class 3 Misdemeanor punishable by a fine not to exceed \$500.00 pursuant to NCGS 14-4.
PART II. All other parts of Article II shall remain unchanged.
PART III. This Ordinance shall become effective upon its adoption by the City Council of the City of Reidsville, North Carolina.
First Reading on December 13, 2022 Second Reading & Adoption on January 10, 2023
/s/Donald L. Gorham, Mayor
ATTEST:

AMENDING THE CITY OF REIDSVILLE CODE OF ORDINANCES AN ORDINANCE AMENDING

Chapter 8, Fire Protection and Prevention Article II. Fire Prevention Code Sec. 8-42. Burning of brush **BE IT ORDAINED** by the City Council of the City of Reidsville, North Carolina, that the City of Reidsville Code of Ordinances be amended as follows:

Part I. Chapter 8, Fire Protection and Prevention, Article II. Fire Prevention Code, Sec. 8-42. – Burning of Brush. be added as follows:

The burning of leaves, brush, trash or any other refuse is prohibited within the city limits. EXCEPTION: The burning of brush by commercial contractors clearing large open areas properly permitted by the fire prevention bureau and in accordance with local air quality burning regulations is allowed. A violation of this Ordinance is a Class 3 Misdemeanor punishable by a fine not to exceed \$500.00 pursuant to NCGS 14-4.

PART II. All other parts of Article II shall remain unchanged.

PART III. This Ordinance shall become effective upon its adoption by the City Council of the City of Reidsville, North Carolina.

First Reading on December 13, 2022 Second Reading & Adoption on January 10, 2023

	/s/		
	, 	Donald L. Gorham, Mayor	
ATTEST:			
/s/			
Angela G. Stadler, CN	MC/NCCMC, City Clerk		

PUBLIC COMMENTS.

No one came forward to make public comments.

BOARDS & COMMISSIONS:

JANUARY APPOINTMENTS.

Manager Woodard distributed the board and commission ballots.

CITY MANAGER'S REPORT:

Before presenting her written report, City Manager Summer Woodard recognized that as of this month, City Clerk Angela Stadler has been with the City for 25 years. Manager Woodard then reviewed her City Manager's Report dated December 28, 2022, which follows:

Date:

December 28, 2022

To:

Mayor Donald Gorham City Council Members

From:

Summer Woodard, City Manager

Subject:

City Manager's Monthly Report

and the second s

Personnel:

The City of Reidsville is proud to announce the hiring of Ms. Shirrell Williams as our IT Director. Ms. Williams has over 15 years of experience as an Information Technology professional with a strong background in cybersecurity. She joins us with more than 13 years of experience with the City of High Point and six years of experience with an international IT company with focus on the end-user experience and network stability and security. While with High Point, she functioned as a PC Network Analyst and their IT Desktop Manager. She

has experience with municipal budgeting, project management and disaster recovery planning. She has served as an adjunct Instructor in Information Technology for Alamance Community College. She has also volunteered with several elementary schools in Guilford County as a classroom technology coordinator. She has also written several grants for funding of equipment and software for the Parent Teacher Association (PTA). She currently serves as an At-Large Director for the North Carolina PTA. Ms. Williams received her Master of Information Technology from South Carolina State University in 2007 and will graduate with her MPA from the UNC-Chapel Hill in May 2023.

Projects & City Updates:

- The annual City of Reidsville Retreat will be Tuesday, February 21st from 8:00 a.m. to 12:00 p.m. and Wednesday, February 22nd from 8:00 a.m. to 12:00 p.m. The Retreat will be held at Penn House. We will provide breakfast starting at 7:45 a.m.
- The City of Reidsville experienced frigid temperatures during the week of December 22-December 26. It has been brought to my attention that RCARE does not have a generator. This is a topic I would like us to discuss at our annual Retreat. We need to ensure all City facilities are properly equipped in case of an emergency.
- The Streetscape Project is still on schedule. Crews have completed the concrete work and electrical infrastructure from Blessings by the Bushel up to the center of the entrance to Café 99. City staff will begin work removing curbing and sidewalks from the entrance of Café 99 to approximately the entrance of the Reidsville Area Foundation. New curbing & electrical infrastructure will be installed, weather permitting. Due to the holidays, City staff did not work Monday, December 26, and Tuesday, December 27.

Events/Meetings:

- 12/8 Attended the Triad Business Journal Roundtable Discussion in Greensboro, NC
- 12/8 Attended the City of Reidsville Employee Holiday Dinner
- 12/8 Management Team toured the Wastewater Treatment Plant Facility
- 12/12 Met via Zoom with Electric Charging Station Consultant
- 12/13 Attend RDC Meeting & Luncheon at the Penn House
- 12/14 Management Team Meeting
- 12/14 Attended the Rockingham County Economic Development Commission Event in Madison, NC.
- 12/19 Met with Chief David Bracken and Public Works Director Josh Beck to discuss the upcoming ISO inspection. The ISO inspection is scheduled for January 10, 2023.
- 12/20 Attended the BBQ luncheon at Public Works
- 12/22 Attended the City Hall Holiday Open House
- 12/28 Interview with Mike Moore Media
- Management Team is meeting once a month for COVID-19 updates. Rockingham County is still in green, which is a low risk transmission rate. (*END OF REPORT*)

ANNOUNCEMENT OF BOARD & COMMISSION APPOINTMENTS.

City Clerk Angela G. Stadler reported the following appointment: Charles Fagg of 163 Birchwood Drive was unanimously re-appointed to the Reidsville Firemen's Relief Fund Board. (A COPY OF THE BALLOTS ARE HEREIN INCORPORATED AND MADE A PART OF THESE MINUTES.) (Mayor Pro Tem Brown did not vote per the City' Remote Participation Policy regarding written ballots.)

COUNCIL MEMBERS' REPORTS:

Councilwoman DeJournette

Councilwoman DeJournette started her report with saying how she really liked what City staff and the Chamber of Commerce staff did for the Christmas holiday event. The Councilwoman reported attending the community meeting at Zion Baptist Church, and she thanked the Police Department for the informative session. She said she also attended the Grace's Table ribbon cutting at the Chamber; the City Hall Holiday Open House; and the Council two-on-two meeting on the 9th of January, and the ribbon cutting for the Clock Tower.

Chamber Report

Chamber President Diane Sawyer reported the following upcoming events: January 26 @ p.m. 25th Annual Martin Luther King Unity Breakfast (Virtual); Topics at 12; February 8, @ 11:30 a.m. Reidsville Chamber of Commerce Annual Awards (location TBD); February 25, Casino Night (location and time TBD). Upcoming ribbon cuttings include: February 1 @ 12 noon, Gabriel Zeller, Attorney at Law, 10th Anniversary Celebration Ribbon Cutting, 211 Gilmer Street. New members are City Storage and Belmont Mansion. The February Coffee and Connections will be hosted by Eden Jewelry, 234 East Meadow Road, Eden, on February 2 from 9-10 a.m. Mayor Gorham thanked Diane for all that she does for the City of Reidsville. She replied that it has been 13 years, and she loves her job.

Councilman Hairston.

Councilman Hairston said the Christmas decorations downtown were absolutely beautiful and get better every year, adding he appreciated all the hard work put into it. He said on December 15, he attended the community information meeting at Zion Baptist Church as well and was very thankful to the Chief, Council, City and all involved. Also on December 15, he attended the Special Recognition for Football Coach Teague of Reidsville City High School, which was well deserved. On December 15, Councilman Hairston attended Grace's Ribbon Cutting and on December 10, the employee barbeque at Public Works Barbecue On December 19, he attended the NAACP meeting, which included the election of the new President, Dr. Denise White. Finally, he said he was at the Sesquicentennial Clock Tower Ceremony and it was good to see former City Managers, Council members and the community come together.

Councilwoman Walker

Councilwoman Walker reported attending the following: December 19, Promotional Ceremony for the Police Department; December 20, Public Works' Open House; Dec. 22, ABC Board meeting and Open House at City Hall; Jan. 7, ribbon cutting for Clock Tower; Jan. 9, Two-on-two meetings with Mayor Gorham and Councilwoman DeJournette. Councilwoman Walker said that she wanted to thank any department heads that played a part in the Sesquicentennial Clock Ceremony. She said piggybacking off what Councilman Hairston had said, it was nice seeing past City Managers and Council Members that they had served with. Councilwoman Walker said that it came along flawlessly. She said no one knows how much work was involved, including transporting picture frames, etc. She said it was absolutely wonderful. Councilwoman Walker shared that there were Sesquicentennial Calendars available at City Hall at no cost to citizens, which show 12 months of activities. She said that there are about two events going on a month. She invited everyone to come out and enjoy the celebrations in honor of the 150 years of Reidsville.

Councilmember Scoble

Councilmember Scoble reported attending the following events: Dec. 13, Council meeting via phone; Jan. 7, Sesquicentennial Luncheon at the Penn House with the Sesquicentennial Clock

Ribbon Cutting; Jan. 9, meeting with Mayor Gorham. She apologized missing so many events in December due to her job taking her away. Councilmember Scoble shared that she has received so many comments of nothing but good about the Clock Tower from people who were at the event and ones who have passed by to see it. She said that they seem to be proud of it. She then turned in the following written report for events attended in November and December 2022 as follows: Nov. 9, The Landings' Open House; Nov. 10, Kiwanis Club; Nov. 11, Veterans Day; Nov. 15-20, NLC Conference in Kansas City; Nov. 17, Kiwanis Club; Nov. 22, RDC Board Meeting; Nov. 29, Chamber Ribbon Cutting at Junk Maverick; Nov. 30, Salvation Army Bell Ringing; Dec. 1; Community Meeting at Zion Baptist Church; Dec. 2, Christmas Tree Lighting in Downtown Reidsville; Dec. 3, Holiday Market at the Penn House; Dec. 5, Rockingham County Sheriff's Office Swearing-in Ceremony at the Court House; and Dec. 8, Reidsville Holiday Dinner.

Councilman Festerman

Councilman James Festerman commended Mayor Gorham for the way he was conducting the meeting in spite of the recent death of his brother. He told Mayor Gorham that he is in his thoughts and prayers, and Mayor Gorham expressed his thanks.

Mayor Pro Tem Brown

Mayor Pro Tem Harry Brown said he would like to thank each of his fellow City Council Members and the City Manager for the calls, prayers, the cards sent in mail. He said he couldn't wait to get back with them and Mayor Gorham said that they couldn't wait to have him back.

Mayor Gorham

Mayor Gorham said he would forego his report to the City Clerk since he has spilled something on it. He thanked his Team Reidsville family for the thoughts and prayers. For those who didn't know, he explained that he had lost one his brothers yesterday afternoon, Edward Gorham, who lives in Richardson, Texas. He said after arrangements were made, he would be traveling out there. He thanked his fellow Council members for the beautiful flowers and just being there for him. He said he appreciates them all. The Mayor's written report consisted of the following events: December 13, he stopped by Reidsville Middle School's Christmas Concert at Reidsville High School; Dec. 15, ribbon cutting at Grace's Table and the Special Honor for Jimmy Teague by the Carolina Panthers at Reidsville High School where he was named High School Coach of the Year; Dec.16, Downtown Seniors' Christmas Dinner and swearing-in ceremony of new officers; Dec. 19, promotional ceremony for Josh Moore to the rank of Sergeant; Dec. 20, Barbecue at Public Works; Dec. 22, City Hall Open House; Jan. 7, Kick-off of the Sesquicentennial Clock Tower; Jan. 9, Two-on-two with Manager and Councilmembers.

The Mayor then said they would be going into closed session, noting that there were no plans to return to open session for any business.

MOVE TO THE FIRST-FLOOR CONFERENCE ROOM FOR A CLOSED SESSION TO CONSULT WITH AN ATTORNEY TO PRESERVE THE ATTORNEY-CLIENT PRIVILEGE UNDER NCGS 143-318.11(A)(3).

Councilman Festerman made the motion, seconded by Councilman Hairston and unanimously approved by Council in a 7-0 vote, to go into closed session pursuant to NCGS 143-318.11(a)(3) at approximately 6:55 p.m.

MOTION	TO	ADJ	OURN.

Upon return to open session, Councilman Festerman made the motion, seconded by Councilman Hairston and unanimously approved by Council in a 7-0 vote, to adjourn at approximately 8:30 p.m.

	Donald L. Gorham, Mayor
ATTEST:	
Angela G. Stadler, City Clerk	



City of Reidsville, North Carolina Audit Executive Summary

January 10, 2023



Chris Thomas Staff Olivia Moody Manager Client Service Team **Daniel Gougherty** Engagement Director April Adams Quality Reviewer City of Reidsville City Council



Agenda



Internal Control Communication

Qualitative Aspects of Accounting Practices Corrected and Uncorrected Misstatements

Independence Considerations Required Communications

Other Matters

Reporting Changes

-ocal Government Performance Indicators

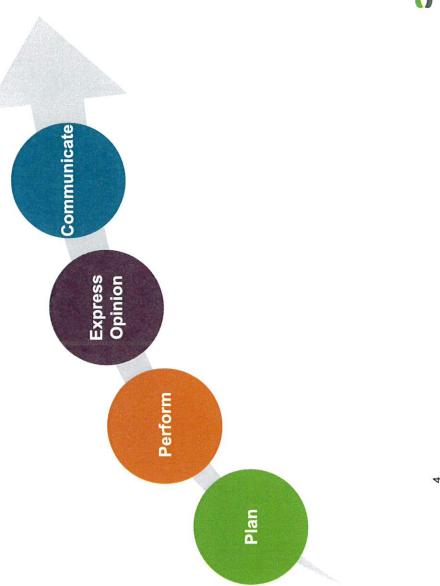
This information is intended solely for the use of management and the City Council of the City of Reidsville, North Carolina, and management, and is not intended to be, and should not be, used by anyone other than these specified parties.

Results of the Audit

We have audited the financial statements of City of Reidsville (the "City") as of and for the year ended June 30, 2022, in accordance with generally accepted auditing standards and Government Auditing Standards. We have issued our reports dated December 1, 2022.

We have also audited the City's compliance with the types of compliance requirements Compliance each of the City's major federal and state dated Governmental Auditors in North Carolina, that could have a direct and material effect on programs for the year ended June 30, 2022. Manual reports Supplement and the Audit OMB our have issued December 1, 2022. described

We have issued unmodified opinions on the financial statements and our audit of the City's major state awards identified in the schedule of findings and questioned costs.



Internal Control Communication

control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements and compliance with Uniform Grant Guidance and the NC State Single Audit Implementation Act, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on In planning and performing our audit, we considered internal control over financial reporting ("internal the effectiveness of the City's internal control. Our consideration of internal control was for the limited purpose described in the preceding paragraph significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that of management override of controls, misstatements due to error or fraud may occur and not be detected and was not designed to identify all deficiencies in internal control that might be material weaknesses or were not identified. In addition, because of inherent limitations in internal control, including the possibility by such controls. A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements or noncompliance on a timely basis.



Internal Control Communication

Material Weakness

A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements or noncompliance will not be prevented, or detected and corrected, on a timely basis.

Significant Deficiency

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

We noted no material weaknesses.



Internal Control Communication

Control Recommendations

- ▶ Reporting of receivables related to loans:
- ▶ We recommend that the City implement a process to reverse any receivable related to a loan when converting from modified accrual basis of accounting to accrual basis of accounting.

8

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management.

Corrected Misstatements

▶ None noted.



Corrected and Uncorrected Misstatements

Uncorrected Misstatements

- uncorrected misstatements or the matters underlying them could potentially cause future period financial statements to be The following summarizes uncorrected misstatements of the financial statements. Management has determined that their materially misstated, even though, in our judgment, such uncorrected misstatements are immaterial to the financial effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The statements under audit.
- ▶ Receivable recorded related to debt funds spent on proceeds not fully received resulted in overstated assets and liabilities by \$363,240.
- Allowance for doubtful accounts for water and sewer funds overstated assets by a combined \$60,405 and understated expenses by a corresponding amount.
- Allowance for doubtful accounts was understated at prior year-end resulting in a write-off for water and sewer funds overstating expenses and beginning net position a combined \$184,224



Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note I to the financial statements.

The City adopted GASB 87, Leases, effective July 1, 2021. Most prominent among the changes in the standard is the recognition of the right to use assets and lease liabilities for those leases previously classified as operating leases. This standard also included the recording of a lease receivable and deferred inflow of resources for lessor agreements.

We noted no inappropriate accounting policies practices.





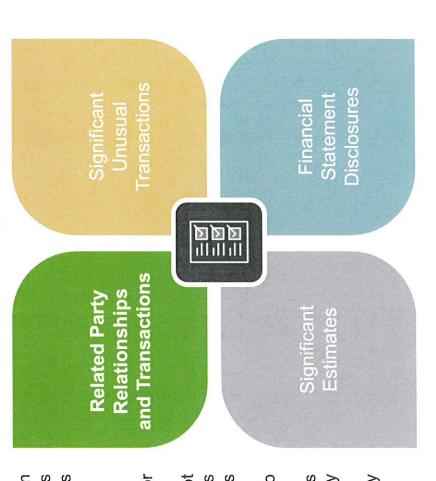
7

Qualitative Aspects of Accounting Practices

As part of our audit, we evaluated the City's identification of, accounting for, and disclosure of the City's relationships and transactions with related parties as required by professional standards.

We noted none of the following:

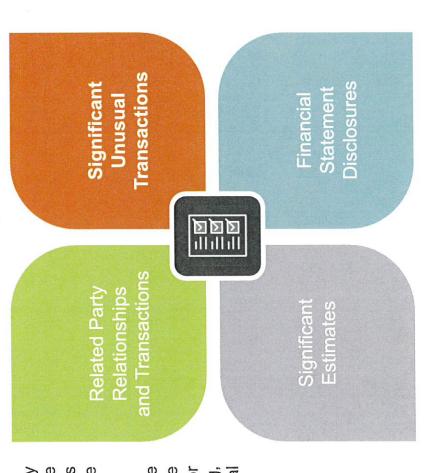
- Related parties or related party relationships or transactions that were previously undisclosed to us;
- Significant related party transactions that have not been approved in accordance with the City's policies or procedures or for which exceptions to the City's policies or procedures were granted;
- Significant related party transactions that appeared to lack a business purpose;
- Noncompliance with applicable laws or regulations prohibiting or restricting specific types of related party transactions;
- Difficulties in identifying the party that ultimately controls the City.





We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

For purposes of this letter, professional standards define significant unusual transactions as transactions that are outside the normal course of business for the City or that otherwise appear to be unusual due to their timing, size, or nature. We noted no significant unusual transactions during our audit.





Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Management's estimate of the allowance for doubtful accounts is based on an analysis of the percentage of receivables that were written off in prior years and economic conditions.
- Management's estimate of depreciation expense is based on an analysis of estimated useful lives of capital assets.





- Management's estimate of the retirement benefit liabilities and related deferred outflows and inflows for the Local Government Employee Retirement System, Law Enforcement Special Separation Allowance, and the Other Post-Employment Benefits of the City of Reidsville are based on an analysis performed by actuaries.
- Management's estimate of the estimated economic and useful life and the incremental borrowing rate of leases is based on an analysis of lease terms and conditions.

We evaluated the key factors and assumptions used to develop these estimates to determine that they seem reasonable in relation to the financial statements taken as a whole





The financial statement disclosures are neutral, consistent, and clear.



Independence Considerations

Nonattest Services

- ▶ We will complete the appropriate sections of and sign the data collection form.
- For all nonattest services we perform, you are responsible for designating a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, and accept overall responsibility for the results of the services.

Independence Conclusion

- ▶ We are not aware of any other circumstances or relationships that create threats to auditor independence.
- ▶ We are independent of the City and have met our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits.

Other Required Communications

Difficulties Encountered

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Disagreements with Management

lncludes
disagreements on a
financial accounting,
reporting, or auditing
matter, whether or not
resolved to our
satisfaction, that could
be significant to the
financial statements or
the auditor's report.

We are pleased to report that no such disagreements arose during the course of our audit.

Auditor Consultations

We noted no matters that are difficult or contentious for which the auditor consulted outside the engagement team.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 1, 2022.

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Other Required Communications

Management Consultations

In some cases,
management may
decide to consult with
other accountants
about auditing and
accounting matters,
similar to obtaining a
"second opinion" on
certain situations.

To our knowledge, there were no such consultations with other accountants.

Other Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year.

These discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Fraud and Illegal Acts

As of the date of this presentation no fraud, illegal acts, or violations of laws and regulations noted.

Going Concern

No events or conditions noted that indicate substantial doubt about the City's ability to continue as a going concern.

,

Other Matters

Required Supplementary Information

management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of as listed in the table of contents, which supplements the basic financial statements. Our procedures consisted of inquiries of We applied certain limited procedures to management's discussion and analysis and required supplemental information ("RSI"), the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI

Supplementary Information

accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is information to the underlying accounting records used to prepare the financial statements or to the financial statements We were engaged to report on the accompanying combining and individual fund financial statements and schedules, other appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary supporting schedules and schedule of expenditures of federal and state awards, which accompany the financial statements, but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine the information complies with accounting principles generally themselves





Other Matters

Other Information

We were not engaged to report on the introductory and statistical section, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements themselves and, accordingly, we do not express an opinion or provide any assurance on it.



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Upcoming Financial Reporting Changes

These standards will be effective for the City in the upcoming years and may have a significant impact on the City's financial reporting.

We would be happy to discuss with management the potential impacts on the City's financial statements and how we may be able to assist in the implementation efforts.



2

Local Government Commission Performance Indicators

Audit Report -

- No performance indicators of concern noted.
- Budgeted tax levy for the General Fund did not have more than 3% uncollected.
- ✓ Positive General Fund total fund balance.
- Effective pre-audit process to avoid pervasive budget violations.
- No late debt service payments or debt covenant compliance issues.
- ✓ No statutory violation within Annual Comprehensive Financial Report.

One Item Requiring Response to Local Government Commission within 60 days (March 10, 2023):

22

One (1) other internal control recommendation.





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Contacts

Daniel T. Gougherty, CPA dgougherty@cbh.com Audit Director

Olivia Moody, CPA omoody@cbh.com Audit Manager

Questions?

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<u>MEMORANDUM</u>

TO:

Summer Woodard, City Manager

FROM:

SUBJ:

Angela G. Stadler, City Clerk (Contract)

Rockingham County Board of Elections Contract

DATE:

February 1, 2023

The City has received the attached contract with the Rockingham County Board of Elections for municipal elections scheduled for 2023. I am including on the Consent Agenda for Council approval.

/ags



ROCKINGHAM COUNTY

BOARD OF ELECTIONS

December 19, 2022

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

Re: Municipal Contract

Dear Summer:

The Rockingham County Board of Election requires a current copy of our Municipal contact to be in our office prior to each Municipal Election.

The last time the Municipal contract was reviewed, approved, and signed was in 2015. Some of the general statutes have changed since that time so there have been some changes made to the contract but the terms of the contract remain the same. The last page of the contract must be signed by the Mayor and attested to by the Clerk. Your City seal must be attached below the Clerk's signature.

The signed, original copy must be returned to our office.

Daula Deanster

If you have any questions please feel free to contact me at 336-342-8110.

Sincerely yours,

Paula Seamster Elections Director

RECEIVED

DEC 2 2 2022

CITY MANAGER'S OFFICE

NORTH CAROLINA ROCKINGHAM COUNTY

CONTRACT REGARDING THE CONDUCT OF MUNICIPAL ELECTIONS

THIS AGREEMENT, made and entered into this the ______day of _____, _____, by and between the Municipality of REIDSVILLE a North Carolina municipal corporation, hereinafter called "CITY or TOWN" and the ROCKINGHAM COUNTY BOARD OF ELECTIONS, hereinafter called "BOARD OF ELECTIONS";

WHEREAS, pursuant to G.S. 163-284 - The registration of voters and the conduct of all elections in municipalities and special districts shall be under the authority of the county board of elections. Any contested election or allegations of irregularities shall be made to the county board of elections and appeals from such rulings may be made to the State Board of Elections under existing statutory provisions and rules or regulations adopted by the State Board of Elections. Each municipality and special district shall reimburse the county board of elections for the actual cost involved in the administration required under this section, and;

WHEREAS, pursuant to G.S. 163-288.1 – Whenever any new city or special district is incorporated or whenever an existing city or district annexes any territory, the city or special district shall cause a map of the corporate or district limits to be prepared from the boundary descriptions in the act, charter or other document creating the city or district or authorizing or implementing the annexation. The map shall be delivered to the county board of elections conducting the elections for the city or special district. The board of elections shall then activate for city or district elections each voter eligible to vote in the city or district who is registered to yote in the county to the extent that residence addresses shown on the county registration certificates can be identified as within the limits of the city or special district. Each voter whose registration is thus activated for city or special district elections shall be so notified by mail. The cost of preparing the map of the newly incorporated city or special district or of the newly annexed area, and of activating voters eligible to vote therein, shall be paid by the city or special district. In lieu of the procedures set forth in this section, the county board of elections may use either of the methods of registration of voters set out in G.S. 163-288.2 when activating voters pursuant to the incorporation of a new city or election of city officials or both under authority of an act of the General Assembly or when activating voters after an annexation of new territory by a city or special district under Chapter 160A, Article 4A, or other general or local law. (b) Each voter whose registration is changed by the county or municipal board of elections in any manner pursuant to any annexation or expunction under this subsection shall be so notified by mail. (c) The State Board of Elections shall have authority to adopt regulations for the more detailed administration of this section, and;

WHEREAS, in the general interest of economy and to avoid duplication of records, personnel and other related costs involved in the election process, it is deemed to be to the mutual benefit of the parties hereto and to the citizens of Rockingham County and the Municipality of REIDSVILLE that the Rockingham County Board of Elections shall, from the effective date of this agreement and thereafter on a continuing annual basis, assume all duties,

responsibilities and legal charge for conducting all city or town elections, both general and special in nature, and;

WHEREAS, the CITY originally requested on February 10, 1972, that the BOARD OF ELECTIONS conduct on its behalf all its future municipal elections and shall be in accordance with a previous formula mutually agreed upon by the BOARD OF ELECTIONS and the Reidsville City Council.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions by and between each of the parties hereto, it is hereby mutually agreed and understood as follows:

- 1. The **BOARD OF ELECTIONS** shall hereafter conduct all elections required by law or otherwise duly called by **CITY**, on behalf of the **CITY**, all as by law provided, and shall further maintain full-time registration for the voters of the **CITY**.
- 2. The CITY shall pay to the BOARD OF ELECTIONS the sum calculated annually with the registration of voters December 1st of each year with adjustments according to the formula used in setting out the proportion as to the Municipality's fair share. This shall continue annually beginning year 2023, and continuing thereafter as its part of the cost full-time registration of voters and other matters done and performed on behalf of the CITY by the BOARD OF ELECTIONS.
- 3. In addition to the payments provided in Paragraph #2 hereof, and in the event a municipal election conducted by the BOARD OF ELECTIONS does not coincide with the day of a county-wide election, the CITY shall pay to the BOARD OF ELECTIONS additional sums as follows:
 - (a) An additional charge of THREE HUNDRED DOLLARS (\$300.00) shall be made for any special elections held.
 - (b) The CTTY shall pay actual election expenses for the conduct of such elections by the BOARD OF ELECTIONS, said actual expenses being specifically set forth within the following categories and no other:
 - i. Precinct personnel expenses including chief judges, judges, and assistants for all precincts located within the corporate limits of the CITY.
 - ii. Printing of ballots and supplies; ballot re-counting and legal expenses in defense of an action contesting a municipal election where the individual or party initiating is not assessed with cost.
 - iii. Voting place rentals, if applicable.

- iv. One-Stop Absentee voting personnel expenses (pro-rated, if applicable) for any One-Stop sites being utilized for said CITY election.
- v. Any and all supplies pertaining to voting equipment programming and operation for election purposes.
- vi. Mileage and meetings of the Board of Election members pertaining to such election.
- vii. Delivery of the equipment to specific precinct locations for the municipal election(s).
- viii. Any other additional costs or expenses associated with the election may be reimbursed fully by the municipality to the Board of Elections as deemed necessary.
- 4. In the event of a municipal election concurrent with any other matter on the ballot which does not pertain to the municipal-type election, then the expenses within the municipal precinct(s) only shall be pro-rated such that the CITY shall pay FIFTY PERCENT (50%) of the total expense incurred within the municipal precincts for conducting the election; provided, however, in the event that there is a state-wide election on the same ballot, then there shall be no cost to the CITY where such cost of the election is assumed by the State. (Meaning that any election required by the state, where the state election and municipal election are on the same ballot and where the state reimburses the county for that election, then there will be no cost to the municipality. However, if separate ballots are required then the municipality is responsible for the cost of the printing of the ballots for their municipal election.)
- 5. If the amounts herein required to be paid by the CITY to the BOARD OF ELECTIONS shall become insufficient or should become more than sufficient to compensate the BOARD OF ELECTIONS for actual additional cost of conducting the CITY election, then said amounts, and any of them, may be increased or decreased by the BOARD OF ELECTIONS to any amount or amounts equal to actual costs including the actual cost of acquisition, maintenance, repair and depreciation of election equipment and other applicable capital costs.
- 6. This Agreement shall continue year to year and revised accordingly until terminated by either party upon written notice to the other party which notice of termination shall be given at least one hundred twenty (120) days prior to the day of the next municipal election.

- 7. An itemization of expenses incurred and payable by the CITY to the **BOARD OF ELECTIONS** shall be furnished to the CITY within sixty (60) days after the conduct of the CITY election.
- 8. The above mentioned terms of this contract are deemed to be complete as fully set out herein and no further interpretation, amplification or additions outside the scope of such provisions shall be attached or affixed unless otherwise amended as hereinabove set out.

IN TESTIMONY WHEREOF, the CITY has caused this instrument to be executed in its corporate name, by its MAYOR, and its official seal to be affixed and attested by its CLERK; and the BOARD OF ELECTIONS has caused this instrument to be executed in its name by its Chairman, in duplicate originals, the day and year first above written.

MUNICIPALITY OF REIDSVILLE



Depot Shelter Capital Project

To: Summer Woodard, City Manager

From: Chris Phillips, Assistant City Manager/Finance Director

Date: February 3, 2023

The addition of a shelter in downtown has been discussed for some time. The present conceptual plan is for a shelter featuring design elements from the former train depot to be constructed on Dr. Martin Luther King, Jr. Drive in the greenspace between Pelham Transportation and the Lucky Strike Facility. The Shelter will include restrooms. In addition, a tribute to the Civil Rights movement and acknowledgment of the Griggs vs. Duke Power case is also being planned for this project. And, a Sesquicentennial time capsule will be included. It is the plan to dedicate this shelter and to bury the time capsule on December 22, 2023 – the actual 150th anniversary of the City's Charter.

The planning budget for this project is \$300,000 and has been included in the list of potential uses of American Rescue Plan Funds. Attached is a Capital Project Ordinance, for the City Council's consideration, to establish fund 49, the Depot Shelter Capital Project, and to fund the project with American Rescue Plan Funds.

Josh Beck has made informal inquiries to engineering firms about planning this project. It is our recommendation that the attached proposal from CoreDesignCo of Greensboro totaling \$44,000 be accepted at this time, so that this project can proceed and have a chance for a December completion date.

DEPOT SHELTER CAPITAL PROJECT ORDINANCE

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

WHEREAS, it is the desire of the Mayor and the City Council of the City of Reidsville to appropriate funds and set up accounts for construction of a shelter to be funded by American Rescue Plan (ARP) funds;

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

	Section 1	That th	ne following revenue account for	is hereby est	eby established:					
	49-3988-0013		Transfer from ARP Fund		\$	300,000				
	Section 2. The fo		llowing line items of expenditure	s are hereby established:						
	49-7120-1990 49-7120-5800 49-7120-9911		Professional Services Construction Contingency		\$ \$ \$	50,000 225,000 25,000				
		ract as long a the establishe e Director is a nd in order to	as earned as said change ed Contingency authorized to							
This th	ne 14 th day of F	ebruary	r, 2023 .							
ATTES	т:			Donald L. (Mayor	Gorham					
Angela City Cl	G. Stadler, CN erk	1C/NCC	MC							



designiscore.com

Mr. Chris Phillips
City of Reidsville
Assistant City Manager of Administration / Finance Director
cphillips@reidsvillenc.gov

RE: Depot Park Shelter - Design Proposal

Chris,

It is a pleasure to provide a design proposal for the new Depot Park Shelter in Downtown Reidsville, NC. Our understanding is that the project involves the design of an approximate 1,500 SF shelter (30' x 50') to be utilized by the public, and citizens of Reidsville. The multi-purpose structure will include a large openair space to gather, and will provide accessible bathrooms, storage space, and a connection to the surrounding park-like setting with internal sidewalks, and some informal seating areas.

We will work with City representatives to provide a design that honors the former Depot building which served passengers of the Southern Railway starting in the early 1900's but takes advantage of modern construction materials and methods.

PHASE I: SCHEMATIC DESIGN (SD) / DESIGN DEVELOPMENT (DD)

This first phase will engage City Representatives in the design process to formalize the basic design parameters such as: floor plan, site layout and orientation, design features, programmatic elements, and materials. Deliverables will include the full site survey, basic floor plan and elevations (possibly 3-d concept views) to convey the overall design of the shelter, and placement on the site. The engineering team will evaluate the proposed shelter and provide a preliminary analysis of the structural, plumbing, mechanical and electrical design, and systems.

PHASE II: CONSTRUCTION DOCUMENTS (CD) / PERMITTING / BIDDING / CONSTRUCTION ADMINISTRATION (CA)

This phase being more technical in nature, will further refine the Shelter design and will finalize the drawings / documents for approval by the City and Permitting by the Planning & Community Development Department. After approvals, the project will be Bid to a group of licensed/qualified General Contractors and issued for Construction. During this phase, the Design Team will be available to answer any questions from prospective Bidders, as well as assist the City during any public bid openings. It is assumed that guide specifications will indicated on the drawings, and only a basic front-end document will be provided for bidding.

As construction commences, the Design Team will be available to review and approve major trade Submittals and Shop Drawings, and answer questions that arise during Construction. We understand this to be on an "as-needed" basis and will bill this time Hourly at our negotiated rate.

PROPOSED DESIGN TEAM:

- Surveying: David A. Clark, PLS RLS Surveying & Consulting
- Civil Engineering: Tori Small, PE Westcott, Small & Associates, PLLC
- Structural Engineering: Meade Willis, PE Select Engineering, PLLC
- PME&FP Engineering: Bryan Humphrey, PE Eubanks Humphrey Engineering, PC

P.O. Box 4004 | Greensboro, NC 27404 | 336.255.5852



designiscore.com

COMPENSATION

Compensation for Basic Architectural & Engineering Services

Compensation shall be a Lump Sum Fee and billed at the completion of each phase, or at monthly intervals as the project progresses.

Architectural & Engineering Services – SD / DD Surveying (See Attached Scope / Survey Limits) Civil Engineering Architectural Structural Engineering Engineering (Plumbing / Mechanical / Electrical / Fire Protection Subtotal	\$ 6,700 \$ 6,250 \$ 4,000 \$ 1,000 \$ 1,500 \$ 19,450
Architectural & Engineering Services – CD Civil Engineering Architectural Structural Engineering Engineering (Plumbing / Mechanical / Electrical / Fire Protection Subtotal	\$ 7,700 \$ 7,400 \$ 2,500 \$ 4,000 \$ 21,600
Architectural & Engineering Services – Bidding / CA* Civil Engineering Architectural Structural Engineering Engineering (Plumbing / Mechanical / Electrical / Fire Protection Subtotal TOTAL FEE	\$ 700 \$ 1,250 \$ 500 \$ 500 \$ 2,950 \$44,000

CLARIFICATIONS

ACCEPTANCE OF PROPOSAL

The aforementioned Project Description, Scope of Services, Compensation for Architectural and Engineering Services are hereby accepted as the Agreement between Client and Architect. The Architect is authorized to proceed as specified. Payments will be made as indicated above.

Accepted by:	Date:
Name of client(s):	
Company:	

P.O. Box 4004 | Greensboro, NC 27404 | 336.255.5852

^{*} Compensation for CA Phase services will be billed at the Hourly Rate of the professional providing the service.

ENGINEERING | PLANNING | CONSULTING

January 12, 2023

Mr. Matt Takacs Core Design Co. Via email

RE:

CONTRACT FOR DESIGN SERVICES REIDSVILLE PICNIC SHELTER (V1)

Dear Mr. Takacs:

Westcott, Small & Associates, PLLC ("WSAA") is pleased to submit this contract to provide the requested design services associated with the development of approximately 0.7 acres located at 119 & 143 N. Scales St. in Reidsville, NC. The proposed improvements include an approximately 30' x 50' shelter with restrooms and associated utilities and walkways. It is assumed that land disturbance will be less than 1 acre, so no permanent stormwater control measure will be required.

SCOPE OF SERVICES:

Based on our understanding of the project, we will provide the following services:

Surveying Phase

- Our sub-consultant, RLS, will provide a Boundary, Topographic and Utility Survey for the site located at 540 and 542 Farragut St. in Greensboro, North Carolina. All information will be provided using the North Carolina Grid system (Horizontal datum - NAD 83(2011) epoch 2010.0) and the Standards of Practice for Land Surveying in North Carolina Title 21, Chapter 56, Section .1600 of the North Carolina Administrative Code.
- 2. The topographic survey will be at 1 foot contour intervals with spot elevations to provide clarity where needed.
- 3. SUE Level B underground utility marking will be provided and depicted on the survey.
- 4. Landscaped areas will be identified, but no specific shrubbery identification will be provided.
- 5. A pdf of the survey area will be provided.

Engineering Design Phase

- 6. Using the survey obtained in the previous phase, WSAA will develop existing conditions, demolition, site, utility, grading, landscape (ordinance requirements only), watershed and erosion control plans as well as the related construction details for the proposed construction.
- 7. WSAA will develop the necessary storm drainage and erosion control calculations to supplement the construction drawings.
- WSAA will submit construction plans and associated calculations to the City of Reidsville for Site Plan Review and comment.
- If required, WSAA will develop a sanitary sewer plan and profile, complete a sanitary sewer extension permit application and submit plans and the application to the City of Reidsville for utility review.
- 10. If required for approval, WSAA will develop profiles for water mains and storm drainage.
- 11. If required, WSAA will complete a water extension permit application and submit plans and the application to the City of Reidsville for utility review.
- 12. WSAA will promptly address municipal review comments and resubmit for approval.
- 13. WSAA will meet with the owner up to three (3) times during the design process.
- 14. Upon City approval, the Client will be provided with one (1) set of signed and sealed approved plans.

Bidding Phase

- 15. WSAA will provide PDF versions of the technical specifications and approved construction drawings to the architect for inclusion in the bid package.
- 16. WSAA will address questions received bidding phase related to the site portion of the project and will provide related design clarification to the client for distribution.

Limited Construction Administration Phase

- 17. Utilizing the field markup provided by the owner/contractor, WSAA will prepare an asbuilt plan for any utility mains and submit as required to the City of Reidsville for review and approval.
- 18. If required, WSAA will perform limited inspection services to support post construction certifications.
- 19. If requested, WSAA will review applicable shop drawings and assist the Client in reviewing the construction schedule, schedule of values and pay requests.

SPECIFICALLY EXCLUDED FROM THIS FEE:

- 1. Zoning Fees, Review Fees, Inspection Fees, Impact Fees, Meter Fees, Capacity Use Fees, Bonds, etc.
- 2. Prints
- 3. Rezoning & Special Use Permit
- 4. Construction Stakeout, Plats
- 5. Project Manual
- 6. Downstream Stormwater Analysis and Flood Study
- 7. Irrigation, Gas, Cable, Electrical Service and Site Lighting Design
- 8. Retaining Wall Design
- 9. Construction Observation/Administration
- 10. Bidding Services/Contractor Negotiation
- 11. Cost Estimates
- 12. Building, 401/404, FEMA, Stream Buffer Impact Permitting
- 13. Off-site improvements, including turn lanes
- 14. Landscape Design (other than Ordinance requirements)
- 15, Decorative Hardscape Design, including amenity area, site furnishings, signage
- 16. Traffic Impact Analysis and/or Signal Design
- 17. Environmental/Geotechnical Engineering/Testing and Structural Engineering
- 18. Sanitary sewer study, force main and/or pump station design
- 19. Fire flow calculations, fire pump calculations and associated permits
- 20. As-built plans (except as required by City)
- 21. Other permitting (not specifically included above)
- 22. Well/septic closure design/permitting

BASIS FOR FEE:

- 1. The Owner/architect shall furnish all building footprints and utility drawings in AutoCAD format and all relevant data (size, inverts, etc.) needed to accurately locate proposed buildings and utility connections on the site plan.
- 2. The scope of service is based on the requirements of the City of Reidsville, North Carolina and Rockingham County, in effect at the time of the contract. If rules, regulations, ordinances, or submittal / approval procedures change, the scope, schedule, and/or compensation may need to be revised.
- The Owner shall pay all application, user and permit fees for all State, County or City reviews and approvals. Owner shall assist in the review and permitting phase of the project by execution of all application forms and documents in a timely manner.



Westcott, Small & Associates, PLLC 125 S. Elm Street, Suite 606 Greensboro, NC 27401 Attn: Victoria Waldron Small, PE

RE: Boundary, Topographic & Utility Survey of 119 & 143 N. Scales St. Reidsville, NC

Dear Tori,

In accordance with your request and the scope of work you provided, Regional Land Surveyors, Inc. (RLS) proposes to provide a Boundary, Topographic and Utility survey of the properties located at 119 and 143 North Scales Street in Reidsville, North Carolina, also known as Rockingham County Tax Parcel Numbers 154969 and 171404 and containing approximately .7 acres. The total survey area including roadways and overlap is approximately 1.7 acres as shown on the attached Survey Limits Exhibit. As part of this scope of work we will locate and identify trees 6 inches and larger within the survey area, provide topographic data at 1' contour intervals with spot elevations for clarification and perform SUE Level B underground utility marking which will be depicted on the final survey with invert and pipe data where applicable. All survey data will be tied to the North Carolina State Plane Coordinate System and reference

NAD83(NSRS2011) and NAVD 88 datum. In preparing this survey, RLS will adhere to the Standards of Practice for Land Surveying in North Carolina Title 21, Chapter 56, Section 1600. Deliverables for this scope of work will include an electronic copy of the signed and sealed survey in .pdf format as well as an AutoCAD compatible drawing file with Land .xml surface file for your use.

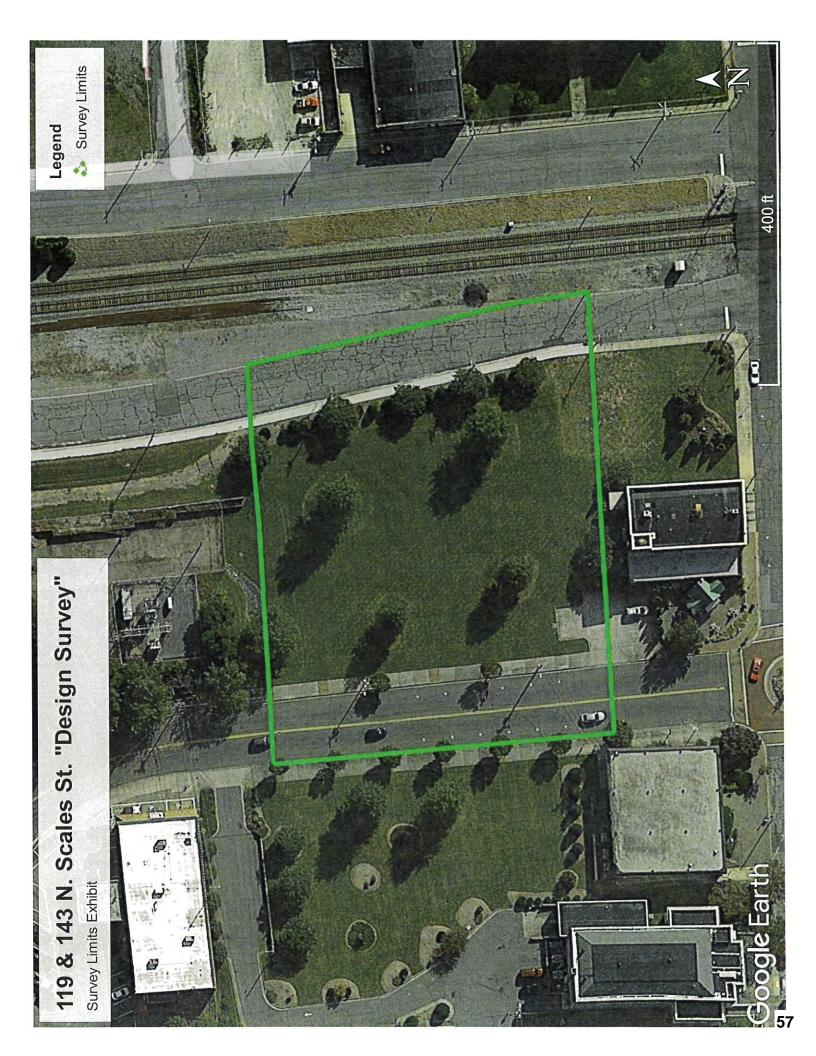
The total estimated survey cost for the above described scope of work is \$6,701.00. Given our current backlog, we anticipate the completed deliverables to be available to you within 4 weeks of your notice to proceed. Attached herewith I have provided a cost breakdown of these services as well as an hourly rate schedule for your review.

If you have any questions or concerns related to this proposal or would like to modify the scope of work described above, please contact me at your earliest convenience.

David A. Clark, PLS

Sincerely,

This scope of services, terms and conditions of this Letter of Agreement are accepted
Print Name of Authorized Representative and Business/Corporation Name
Signature of Authorized Representative





1250 Revolution Mill Drive – Suite 144 Greensboro, NC 27405 Firm License P-1707

Date

January 11, 2023

Client

Core Design Co. PO Box 4004

Greensboro, NC 27404

Project Information

Project Name: Reidsville Pavilion

Project Description

The proposed project includes construction of a pavilion structure to be located in downtown Reidsville, NC. The pavilion will be an open-air structure with a footprint of approximately 1,500 square feet and will be framed with a combination of wood framing, engineered wood, and/or structural steel supported by shallow reinforced concrete foundations. Refer to the following sections for the description of the scope of services and associated fees.

Scope of Services

The following scope of services was developed based on the project description, assumptions, and understanding from preliminary information provided Core Design Co.. All modeling and drafting work will be completed in Autodesk Revit in coordination with the Architectural drawings.

Design Development (+/- 50% completion)

- Preliminary structural analysis of options for structural systems for primary components such as roof framing, columns, lateral bracing, walls, foundations, etc.
- Develop foundation plans, framing plans, framing elevations, building sections, and section details for primary structural components to substantial completion to be used for a robust pricing exercise and confirmation of scope and concept for the proposed structures.

Construction Documents (100% completion)

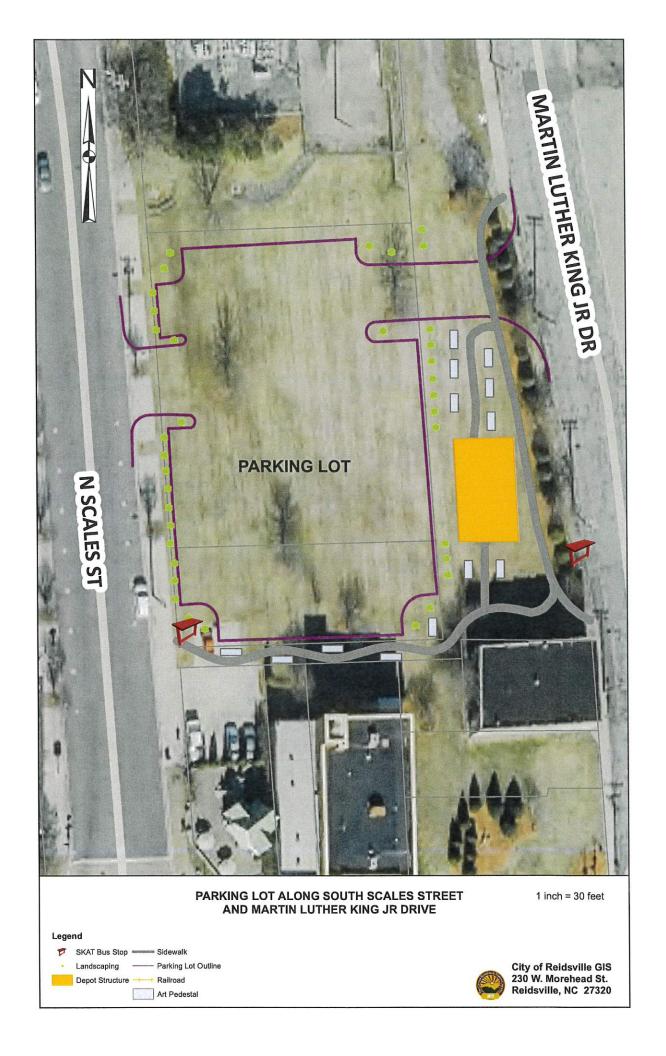
- Provide a full set of structural drawings and details to be used for permitting and construction of the
 proposed building in accordance with the requirements of the 2018 North Carolina State Building Code, in
 coordination with the Architectural drawings and drawings of other trades, and sealed by a Professional
 Engineer licensed in the State of North Carolina.
- Generate specifications, notes, and product recommendations for structural materials associated with the proposed work.

Construction Administration

- Review of shop drawings for structural components including, structural steel, timbers decking, concrete
 mix designs, concrete reinforcing, engineered lumber, specialty fasteners and epoxies, etc.
- Responses to RFIs prior to and during the construction phase.

Visits to the site for periodic inspections of progress of construction and adherence to the Construction Documents (i.e. inspections of footings, rebar, structural steel, etc.), assistance for field modifications, etc. are not included in the Construction Administration scope at this time.





City of Reidsville 1100 Vance Street, Reidsville, North Carolina 27320 PHONE (336) 349-1077 FAX (336) 634-1738



Public Works Department

MEMORANDUM

TO:

Summer Woodard, City Manager

FROM:

Josh Beck, Public Works Director

RE:

BR-0041 Barnes Street Bridge Replacement

DATE:

February 14, 2023

Since last spring, Public Works has been working closely with NCDOT, AECOM, and other design members to coordinate the relocation of City-owned utilities within the vicinity of the Barnes Street bridge over US Highway 29 to facilitate its replacement. Currently, the City has a 12" water line strapped to the underdeck of this structure, which is our only connection to feed businesses and residents east of the highway. Both AECOM and Public Works have determined the best route is to install a new 12" water line using typical bore and jack methods away from the bridge and make the necessary tie-ins prior to the bridge work commencement. With the completion of the design and cost estimate, the total replacement cost is just over \$1.2 million dollars. The City's cost share, based on our population, is 25% of the total cost. This equates to \$300,524 for construction and \$50,548 for engineering services. The cost estimate and agreement between NCDOT and the City of Reidsville is attached.

Request:

Based on the need to provide clean, safe and constant drinking water to this section of the City, staff recommends executing this agreement with NCDOT and allocating funds in the amount of \$351,072 for this relocation.

BUDGET ORDINANCE AMENDMENT NO. 10

WHEREAS, the Mayor and City Council of the City of Reidsville adopted a budget ordinance on June 14, 2022 which established revenues and authorized expenditures for fiscal year 2022-2023; 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 Water Fund Reserves for costs related to NCDOT Barnes Street Improvements;

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Reidsville that the budget ordinance as adopted on June 14, 2022 is hereby amended as follows;

<u>Section 1.</u> That revenue account number 61-3991-0000, Water Fund Reserves, be increased by \$351,100.00.

<u>Section 2.</u> That expense account number 61-7121-5800, Water Distribution Capital Improvements, be increased by \$351,100.00;

This the 14th day of February, 2023.

Donald L. Gorham Mayor

ATTEST:

Angela G. Stadler, CMC/NCCMC City Clerk

COST SHARE					Т		10 I	7																			\$ 901,571			
COST					S2% REIDSAIFFE												I									\$ 300,524				
		SHEET	1	P	1			TOTAL COST																					\$ 1,202,095	
						12/13/2022	12/14/2022	теоэ тіми		i	\$40	\$4	\$185	\$12	\$3,100	\$3,000	\$10,000	\$12,500	\$1,000	\$600	\$3,500	\$150	\$15,000	\$20	\$250	\$1,000				
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	BARNES ST. BRIDGE	REIDSVILLE	ROCKINGHAM	BR-0041 EXHIBIT B	PRELIMINARY	JFA	FR				DESCRIPTION	NING MATERIAL, MINOR		NING GEOTEXTILE		IPE FITTINGS			ALVE		ER	TER	L			PE		SASEMENT PIPE		TOTAL
AECOM PROJECT NO.	DESCRIPTION & LOC.	CITY	COUNTY	ROJECT NO.		3Y:					ITEM DE	FOUNDATION CONDITIONING MATERIAL, MINOR	STRUCTURES	FOUNDATION CONDITIONI	12" WATER LINE	DUCTILE IRON WATER PIP	6" VALVE	12" VALVE	12" TAPPING SLEEVE & VALVE	2" AIR RELEASE VALVE	RELOCATE WATER METER	RECONNECT WATER MET	RELOCATE FIRE HYDRANI	FIRE HYDRANT LEG	12" LINE STOP	ABANDON 12" UTILITY PIPE	24" ENCASEMENT PIPE	BORE AND JACK 24" ENCASEMENT PIPE		
	~	VICES	INA, INC.	Blvd.		7607	00				SECT. NO.		300	300	1510	1510	1515	1515	1515	1515	1515	1515	1515	1515	1515	1530	1540	1550	i	
	AECOM	TECHNICAL SERVICES	OF NORTH CAROLINA, INC.	5438 Wade Park Blvd.	Suite 200	Raleidh, NC 27607	919-854-6200				DESC. NO.		0318000000-E	0320000000-E	5326200000-E	5329000000-E	5540000000-E	5558000000-E	5572200000-E	5589200000-E	5648000000-N	5649000000-N	5672000000-N	5673000000-E	567900000-E	5804000000-E	5836000000-E	5872500000-E		

UTILITY PE and CONSTRUCTION AGREEMENT
1000017150
1000017151

AGREEMENT OVERVIEW

DATE: 1/9/2023

NORTH CAROLINA
ROCKINGHAM COUNTY

PROJECT NUMBERS

TIP NUMBER: BR-0041 WBS ELEMENT: 67041.1.1 WBS ELEMENT: 67041.3.1

PARTIES TO THE AGREEMENT:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION "DEPARTMENT"

AND

CITY OF REIDSVILLE "MUNICIPALITY"

SCOPE OF TIP PROJECT: Replacing Bridge #780001 over US 29.

PURPOSE OF THIS AGREEMENT: Water line relocation.

TOTAL COSTS TO OTHER PARTY:

ESTIMATED PRELIMINARY ENGINEERING COSTS: \$50,548 ESTIMATED CONSTRUCTION COSTS: \$300,524

PAYMENT TERMS: The Department will bill the upon completion of the work.

MAINTENANCE: The **City of Reidsville** is responsible for all utility maintenance.

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement **END:** When work is complete and all terms are met.

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the City of Reidsville, hereinafter referred to as the **Municipality**; and collectively referred to as the "**Parties**."

The parties to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.

UTILITY PE and CONSTRUCTION AGREEMENT

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WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-27.1 and 136 27.3; and,

WHEREAS, the Department has plans to make certain street and highway constructions and/or traffic control improvements; and,

WHEREAS, the Municipality has requested that the **Department** perform work or provide services; and.

WHEREAS, the Parties hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including construction, reviews, goods or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

WHEREAS, the Department and the Municipality have agreed that the jurisdictional limits of the Parties, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the Parties hereto for the purposes of this Agreement; and,

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

- The Department shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, construction and/or maintenance as shown in the PROJECT DELIVERY Provision.
- The Municipality shall be responsible for payment as shown in the COSTS AND FUNDING Provision

III. PROJECT DELIVERY REQUIREMENTS

A. PRELIMINARY ENGINEERING

- 1. At the request of the **Municipality**, the **Department** will provide design services for the required relocation and/or betterment of the **Municipality's** utility lines as affected by Project TIP# BR-0041. The work is described as follows: preliminary engineering and design of the water line relocation.
- The **Department** will ensure the design of municipal utility relocation is performed by professional engineering services. If the **Department** revises highway plans, then the **Municipality** reserves the right to re-engineer relocation plans.
- Upon the satisfactory completion of the utility construction plans covered under this
 Agreement, the Municipality shall review and approve the plans, the associated estimated
 utility construction cost and special provisions to be made part of the Department's roadway

UTILITY PE and CONSTRUCTION AGREEMENT

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contract for highway construction. The **Municipality** shall release the **Department** of any future responsibility for the design of the utility construction plans. Said releases shall be deemed to be given by the **Municipality** upon completion of the plans, estimate, special provisions and acceptance by the **Department** and **Municipality** for the plans to be made part of the highway contract.

B. CONSTRUCTION

- At the request of the Municipality the Department shall place provisions in the construction contract for Project BR-0041 for the contractor to adjust and relocate utility lines and/or provide betterment. The work is described as follows: construction of the water line relocation.
- Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit
 "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable,
 attached hereto as Exhibit "C".

C. MAINTENANCE

- 1. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the Municipality shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the Municipality shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the Municipality shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the Municipality upon completion of construction of the project and its acceptance by the Department from its contractor unless the Municipality notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.
- 2. The Municipality obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
- 3. If at any time the **Department** shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the Municipality's expense, the **Municipality** binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the **Department**.

IV. COSTS AND FUNDING

A. PROJECT COSTS

 The Municipality shall be responsible for design, relocation, and/or betterment, costs for work as shown on the attached Exhibit "A". The estimated cost to the Municipality is \$351,072 as shown on the attached Exhibit "B".

UTILITY PE and CONSTRUCTION AGREEMENT

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2. It is understood by both parties that this is an estimated cost and is subject to change.

B. INVOICING BY THE DEPARTMENT

- Upon completion of the preliminary engineering plans, the **Department** shall submit an
 itemized invoice to the **Municipality** for costs incurred. Billing will be based upon the
 negotiated cost and any supplemental agreements made part of this agreement.
 Reimbursement shall be made by the **Municipality** in one final payment within sixty (60)
 days of said invoice.
- Upon completion of the highway work, the **Department** shall submit an itemized invoice to
 the **Municipality** for costs incurred. Billing will be based upon the actual bid prices and actual
 quantities used and shall include charges due to the **Department** for administration and
 oversight of the work.
- 3. Reimbursement shall be made by the **Municipality** in one final payment within sixty (60) days of said invoice.
- 4. If the **Municipality** does not pay said invoice within sixty (60) days of the date of the invoice, the **Department** shall charge interest on any unpaid balance at a variable rate of the prime plus one percent (1%) in accordance with G.S. 136-27.3.
- Any cost incurred due to additional utility work requested by the Municipality after award of the construction contract, shall be solely the responsibility of the Municipality. The Municipality shall reimburse the **Department** 100% of the additional utility cost.
- 6. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.

C. DOWN PAYMENT OR PRE-PAYMENT

- 1. Any down payments are due at the time the agreement is fully executed.
- At any time prior to final billing by the **Department**, the **Municipality** may prepay any portion
 of the estimated cost by sending payment per the attached cover memo. The **Department**will provide a final billing based on the fixed cost, less any previous payments that have been
 made.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSBILITIES

UTILITY PE and CONSTRUCTION AGREEMENT 1000017150

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The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective parties to the terms contained herein.

F. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or **Department** and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

G. INDEMIFICATION

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

H. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

UTILITY PE and CONSTRUCTION AGREEMENT
1000017150
1000017151

I. DOCUSIGN

Department and Municipality acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the Department or the Municipality, to execute this Agreement. By selecting "I Agree," "I Accept," or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, Department and Municipality consent to be legally bound by the terms and conditions of Agreement and that such act constitutes Department's signature as if actually signed by Department in writing or Municipality's signature as if actually signed by Municipality in writing. The Department and Municipality also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The Department and Municipality acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

J. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

UTILITY PE and CONSTRUCTION AGREEMENT

1000017150

1000017151

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **DEPARTMENT** and the **MUNICIPALITY** by authority duly given.

CITY OF REIDSVILLE (these fields a	are from Customer Number or Form)	
FED TAX ID:		
REMITTANCE ADDRESS:		
	AUTHORIZED SIGNER:	
	PRINT NAME:	
	TITLE:	
	DATE:	
Governmen	nt Budget and Fiscal Control Act. (FINANCE OFFICER)	
	PRINT NAME:	
	DATE:	
	DEPARTMENT OF TRANSPORTATION	
	BY:	_
	(CHIEF ENGINEER)	
	DATE:	
PRESENTED TO BOARD OF TRAN	NSPORTATION ITEM O:(I	Date)

Office of the City Manager

Date:

February 6, 2023

To:

Mayor Donald Gorham City Council Members

From:

Summer Woodard, City Manager

Subject:

Reidsville High School Track and Field Upgrade

The Reidsville High School track and football field are being upgraded. Please see attached information from Coach Jimmy Teague regarding the project. Coach Teague is requesting \$25,000 from the City of Reidsville to assist with this project. If City Council would like to move forward with supporting this project, a Budget Amendment is attached.

BUDGET ORDINANCE AMENDMENT NO. 11

WHEREAS, the Mayor and City Council of the City of Reidsville adopted a budget ordinance on June 14, 2022 which established revenues and authorized expenditures for fiscal year 2022-2023; and

WHEREAS, since the time of the adoption of said ordinance, it has become necessary to make certain changes in the City's budget to accept American Rescue Plan funds for the Community Stadium and to appropriate funds to the same;

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Reidsville that the budget ordinance as adopted on June 14, 2022 is hereby amended as follows;

Section 1. That revenue account number 10-3441-0100, American Rescue Plan Funds, be increased by \$25,000.00.

<u>Section 2.</u> That expense account number 10-4930-2205, Community Affairs, be increased by \$25,000.00.

This the 14th day of February, 2023.

Donald L. Gorham Mayor

ATTEST:

Angela G. Stadler, CMC/NCCMC City Clerk



Date: 05/11/22
Drawn By: MM
Project No: Scale: AS SHOWN
Issue: Review
Sheet Number:

COLOR RENDERING

REIDSVILLE HIGH SCHOOL Reidsville, NC



94,624 SF



Rockingham County Schools 511 Harrington Highway Eden, NC 27288 Rodney Shotwell, Ed.D. Superintendent rshotwell@rock.k12.nc.us 336.627.2600

May 17, 2022

Dear Grant Selection Committee,

It is with great enthusiasm, that I write this letter of support for the NFL Community Grant. Rockingham County Schools, along with the Reidsville Boosters Club, are collaborating to improve our community stadium. The complex sits on the property of Reidsville High School, however, it is the focal point for our community throughout the year.

It is our desire to raise the funds necessary to make this project become a reality. The Rockingham County Board of Commissioners and Rockingham County Board of Education currently have \$500,000 dedicated to helping with the field and track at the school. We also have approval from the Board of Commissioners to match the grant dollar for dollar up to the full amount of \$250,000 if awarded. The field is not just utilized by the high school alone. The middle school next-door, our Parks and Recreation program, YMCA, Special Olympics, etc. use this facility on an annual basis. If there is an outdoor event of any magnitude, this stadium and field are utilized by the Reidsville community. Rockingham County School's policy allows nonprofits to use our stadium throughout the year. It is our intent to continue the same practice after all the improvements have been made to the stadium and field.

The Reidsville Rams Booster Club has already raised a quarter million dollars towards this project. Their success is tied to the importance of this facility to Reidsville and to Rockingham County community as a whole. We use this facility for the soccer championship for our middle school league, our AAU football teams, and YMCA League. We will be able to host regional track and field events, as well as, soccer and football for the North Carolina High School Athletic Association with these improvements.

We do have a 12 month employee who is dedicated to field maintenance already on staff at Reidsville High School. This position will continue even with all the improvements done to the stadium in order to make sure that the field and track are in pristine condition. Due to the frequency of this facility being used now and in the future, we feel that it will have a greater economic benefit for the area. Reidsville High School is the only Title I high school in our district. The designation comes due to more than 80% of our children are eligible for free or reduced lunch in the federal school nutrition program.

As the result of the student population at this school and the surrounding neighborhood, the poverty rate is higher than other areas of the county, Comparatively, Rockingham County as a whole has almost 60% of their students on free and reduced lunch. The programs that we can offer at this facility will directly impact those students that are the most vulnerable in our community. When you can bring caring adults and children who need it together, it's a win-win situation.

As Superintendent of Rockingham County Schools, I cannot think of a more worthy organization to receive these funds. If you have any questions or comments please do not hesitate to reach out to my office. Thank you for your time and consideration.

Sincerely,

Rodney Shotwell Superintendent

RCS VISION 2020: Collaborator. Communicator. Community Engagement. Creative & Critical Thinker. Goal Oriented & Resilient Individual.

Office of the City Manager

Date:

February 1, 2023

To:

Mayor Donald Gorham City Council Members

From:

Summer Woodard, City Manager

Subject:

Fiscal Year 2023-2024 City of Reidsville Budget Calendar

Please find attached the proposed City of Reidsville budget calendar for Fiscal Year 2023-2024. If you have any questions, please feel free to contact me.

If City Council is agreeable to this proposed calendar, a motion will be needed to adopt the Fiscal Year 2023-2024 budget calendar as presented.

Date:

February 1, 2023

To:

Mayor Donald Gorham

City Council

Cc:

Management Team and Department Supervisors

From:

Summer Woodard, City Manager

Subject: Fiscal Year 2023-2024 Budget Calendar and Work Sessions

Please see the proposed budget calendar for the 2023-2024 budget year listed below.

February 14, 2023	Present budget calendar to City Council
February 21, 2023	City Council Annual Retreat 8:00 a.m. to 12:00 p.m.
February 22, 2023	City Council Annual Retreat 8:00 a.m. to 12:00 p.m.
March 1, 2023	Budget detail presented to Management Team and Department Supervisors
March 13, 2023	Finance Department Completes initial revenue projections
April 3, 2023	All budgets submitted to City Manager by 5:00 p.m.
April 4-14, 2023	Budget review meetings with Management Team
April 18, 2023	Budget work session with the City Council at 5:30 p.m.
April 19-30, 2023	Preparation of proposed Fiscal Year 2023-2024 budget
May 9, 2023	Present proposed budget to City Council
May 23, 2023	Additional Budget work session if needed with City Council at 5:30 p.m.
June 13, 2023	Public Hearing and Adoption of proposed budget



AMERICAN RESCUE PLAN FUNDS UPDATE

To: Summer Woodard, City Manager

From: Chris Phillips, Assistant City Manager of Administration

Date: February 1, 2023

The City of Reidsville has received \$4,457,621 in American Rescue Plan (ARP) funds. During the 2022 City Council retreat, a commitment was made to use these funds on long range projects that would be beneficial to all citizens.

The US Treasury initiated a standard allowance of up to \$10million for revenue replacement. The City elected to report the entire ARP amount received as revenue replacement. This decision allowed the funds to be used for almost any government expenditure. In July of 2022, the US Treasury exempted revenue replacement expenditures from some of the Uniform Guidance procurement rules. This change has made it easier to use the ARP funds for various projects. The State procurement rules, which the City uses for all purchases, does apply to use of these funds.

Below is an updated plan of use for those funds:

Project	,	July, 2022	No	vember, 2022	Feb	oruary, 2023
Streetscape Project	\$	1,452,000	\$	1,452,000	\$	1,452,000
Splashpad	\$	1,200,000	\$	1,200,000	\$	1,200,000
All Inclusive Park	\$	300,000	\$	485,000	\$	485,000
Restrooms at All Inclusive Park	\$	100,000	\$	100,000	\$	100,000
Penn House	\$	400,000	\$	400,000	\$	400,000
Depot Shelter	\$	300,000	\$	300,000	\$	300,000
SKAT Bus Shelters	\$	50,000	\$	50,000	\$	50,000
Community Stadium	\$	-	\$	-	\$	25,000
Undesignated	\$	655,621	\$	470,621	\$	445,621

The new allocation at this time is the commitment to the Community Stadium of \$25,000. The Capital Project Fund has been established for the Depot Shelter project as well. The ARP Special Revenue Project Ordinance amendment for these items is attached for City Council consideration.

The Streetscape and Splashpad projects have been previously established with Capital Project Ordinances. The Streetscape Project is progressing within budget at this time. The Splashpad and All Inclusive Park projects are in various stages of the process. Bids will be received on the Penn House project at the end of February. The SKAT Shelters are set for delivery and Public Works will begin to install them soon.

Additional amendments will be forthcoming when additional information is received on the Streetscape, the Splashpad, the All Inclusive Park, the Penn House project and the Depot Shelter. Some portion of the undesignated balance will most likely be needed to complete these projects.

GRANT SPECIAL REVENUE ORDINANCE

AMERICAN RESCUE PLAN

WHEREAS, North Carolina General Statute 159-26(b)(2) requires the establishment of a Special Revenue Fund to account for expenses and revenues that are grant funded; and

WHEREAS, the Mayor and the City Council of the City of Reidsville established a grant fund for the American Rescue Plan funding; and

WHEREAS, the Mayor and the City Council of the City of Reidsville desire to amend the grant fund to allocate funding for the Depot Shelter and Community Stadium projects;

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

Section 1.	The following expenditure accounts as	following expenditure accounts are hereby established/amended:						
13-9800-000! 13-9800-0000 13-9999-0000	5 Transfer to General Fund – Co							
project fund t	The City Manager is hereby granted a s. The Finance Director is authorized to from the General Fund in order to cover acceptable cash flow.	o make temporary loans	to this grant					
This tile 14th day of	Tebruary, 2025.							
		Donald L. Gorham	_					
ATTEST:		Mayor						
Angela G. Stadler, C City Clerk	MC/NCCMC							

230 West Morehead Street • Reidsville, North Carolina 27320 • (336) 349-1065 • Fax (336) 347-2355

Department of Community Development

MEMORANDUM

TO:

Summer Woodard, City Manager

FROM:

Jeff Garstka, Economic Development Director

SUBJ:

Electric Vehicle Charging Stations

DATE:

February 7, 2023

Over the past few months, City staff has been researching electric vehicle charging stations. As the consumer market for EVs continues to grow in popularity, staff has considered two potential areas for EV charging stations – originally looking at downtown parking lot behind Café 99 and at Lake Reidsville. We chose the downtown location as our top priority to investigate further.

Staff has talked with other North Carolina cities (large and small) to find out the do's and don'ts of EV charger offerings in the City. We have also talked with Duke Energy about their program as well as Charge Point/Lily Pad, Flo and have also investigated a vendor called Clipper Creek, as recommended by local doctor Dr. Steven Knowlton who is a big proponent of EVs.

There are multiple ways to obtain and operate EV charging stations. One option is to buy a station outright, set the fee for charging, maintain all equipment and collect all revenue. A second option is to buy a charger from a larger vendor as a turnkey unit. The vendor manages all of the technology, repair and maintenance through a multi-year software/maintenance agreement but also will keep a percentage of any revenue gained. A third option is to essentially lease a charging station from a vendor such as Duke Energy with little upfront cost to the City.

The cost of the stations ranges from about \$2,000 per station to \$15,000 per station for "Level 2" chargers (industry standard for a commercial-grade charger). Staff has also explored a grant program through a large Volkswagen settlement case. This allows for up to \$5,000 toward the cost of a charging station. However, with the installation cost and the overall operating cost this option is cost prohibitive.

After much discussion and consideration, it is the recommendation of staff to put this project on hold for the time being. Staff will continue to explore various options with an open mind to consider charging stations in the coming years.

Office of the City Manager

Date:

February 1, 2023

To:

Mayor Donald Gorham City Council Members

From:

Summer Woodard, City Manager

Subject:

City Manager's Monthly Report

Personnel:

- City of Reidsville Police Department Lieutenant Wendell Neville retired with thirty (30) years of service on February 1st.
- City of Reidsville Police Department Lieutenant Shannon Coates will be retiring with thirty (30) years of service on March 1st.
- Human Resources Analyst Michelle Smith will be retiring with nearly twenty (25) years of service on February 28th.
- Economic Development Director Jeff Garstka will be leaving our Team on March 3rd. We wish Mr. Garstka continued success on his future endeavors and appreciate his service at the City of Reidsville.

Projects & City Updates:

- The annual City of Reidsville Retreat will be Tuesday, February 21st from 8:00 a.m. to 12:00 p.m. and Wednesday, February 22nd from 8:00 a.m. to 12:00 p.m. The Retreat will be held at Penn House. We will provide breakfast starting at 7:30 a.m.
- The North Carolina Town and State Dinner will be Wednesday, February 22, 2023 from 5:00 p.m. to 8:30 p.m. at the Raleigh Convention Center.
- The Annual North Carolina League of Municipalities Conference "City Vision" will be Tuesday, April 25 through Thursday, April 27th at the Embassy Suites in Concord, NC.

- City staff are in the final stages of completing the brickwork on the 100 West block of South Scales Street. All concrete and lighting is complete as of yesterday. Today, the surveyor was onsite between the rain and has staked all improvements along the 100 East block so crews can begin the demolition of curbing and sidewalks at the corner of Gilmer and South Scales Street. Similar to previous sections, we will remove small sections to minimize impact to merchants and install the necessary electrical infrastructure, curbing and sidewalks, with brick paver work following behind. We expect this final section to take roughly 45 days, weather permitting.
- Bus Stop Shelters should be delivered to the City of Reidsville later this week.
- The signs at the Industrial Park have been updated. Please see pictures behind the Miscellaneous tab.

Events/Meetings Attended:

- 1/3 Met with the Old North State "Luckies" owner Alec Allred to discuss the lighting concerns at JC Park.
- 1/6 Attended the Managers Luncheon in Eden, NC.
- 1/7 Sesquicentennial Clock Tower dedication ceremony
- 1/10 COVID Meeting with Management Team
- 1/11 Management Team Monthly Meeting
- 1/13 Met with property owners regarding Settle Street Awnings
- 1/17 Guest speaker at the Reidsville Woman's Club at The Penn House
- 1/21 Attended the WWTP open house
- 1/25 Interview with Mike Moore Media
- 1/31 Met with Management Team to discuss agenda items for retreat
- 1/31- As of this date, Rockingham County is green/"low" transmission rate for COVID cases.









REIDSVILLE ABC BOARD

Minutes of December 23, 2022 Board Meeting

- 1. The meeting was called to order at 9:00 am by Chairman C. Turner. Members K. Almond, C. Nimmons, GM Langel and Councilwoman S. Walker were present.
- 2. Member C. Turner delivered invocation.
- 3. Chairman C. Turner called for any known conflicts of interest. None were reported.
- 4. The minutes of the November 2022 meeting were approved as read.

Motion to approve: K. Almond

Second: C. Turner

- 5. The next meeting of the Board will be January 26, 2023 at 9:00 am.
- 10. There being no further business to discuss, the meeting was adjourned at 9:40 am.

Motion to adjourn: K. Almond

Second: C. Turner

Approved:

Clark Turner, Chairman

Kelly Almond

Carolyn Nimmons

Jodi Langel, General Manager

MINUTES OF THE REIDSVILLE APPEARANCE COMMISSION MEETING HELD THURSDAY, JANUARY 26, 2023 AT 4:00 P.M. CITY HALL, SECOND FLOOR CONFERENCE ROOM

MEMBERS PRESENT:

Carolyn Pillar Ashton McLaurin Maricarmen Garduño Robin Moore Nicole Boswell

OTHERS IN ATTENDANCE:

Jason Hardin, Planning & Community Development Manager Briana L. Perkins, Community Development Planner I Councilwoman Sherri Walker Summer Woodard, City Manager

Briana Perkins, Notary Public, swore in new members Robin Moore and Nicole Boswell.

ELECTION OF NEW 2023-2024 CHAIR

A motion was made to elect Maricarmen Garduño as the new Chair for 2023-2024.

Motion: Ashton McLaurin Second: Robin Moore Vote: Unanimous

ELECTION OF NEW 2023-2024 VICE CHAIR

A motion was made to elect Ashton McLaurin as the new VICE Chair for 2023-2024.

Motion: Robin Moore

Second: Maricarmen Garduño

Vote: Unanimous

APPROVAL OF MINUTES

A motion was made to approve the Minutes of the June 23, 2022 RAC meeting.

Motion: Maricarmen Garduño Second: Ashton McLaurin

Vote: Unanimous

DISCUSSION ITEMS

1) Spring 2023 Projects

a) Wentworth Roundabout Landscaping – Jason Hardin asked the Commission what kind of plantings to do for the roundabout. He said the landscaper had re-mulched, but have not planted anything yet. RAC Minutes Meeting Held 01/26/2023 Page 3

Robin Moore asked what the program entailed. Jason Hardin explained that it was just picking up litter along a street. Carolyn Pillar commented that they were doing the program once or twice a year before COVID-19 started. Briana Perkins informed the Commission that Fall of 2019 was the last litter pick up.

Councilwoman Sherri Walker suggested that the Commission consider doing the program in the Fall when snakes are going into hibernation and the weather is cooler if the Commission wanted to restart the program. She said that City Staff usually determined which street required the most attention and inform the Commission. She also wanted to make sure that the Commission had full commitment in doing the program before restarting it since City Staff gives up their weekends to assist with these programs.

Maricarmen Garduño asked what the City provides to conduct the pick-ups. Briana Perkins responded that the City provides vests, gloves, and bags. She said that with new members and being out of the worst of COVID-19, that the Commission should be able to provide more commitment to the programs. She said that the Commission could look at sending out invitations to other organizations to get more help from the Community.

Ashton McLaurin commented that he would not personally be able to help and asked if there wasn't a City Department that does trash pick-up. Jason Hardin replied that the Sanitation Department within Public Works picks up regular trash, but did not have the manpower or time to pick up all of the litter left along the streets.

Maricarmen Garduño asked if the program had to be once or twice a year. Jason Hardin replied that it was up the Commission how many times they wanted to do the program and when they want to do it.

Robin Moore asked why the City could not use inmates to help pick up litter along the streets. Carolyn Pillar said that she remembers the Commission looking into that previously, but thought that the inmates could only be used by the County. Robin Moore asked if there was a reason why. Jason Hardin responded that the discussion could be tabled until the City got more information.

Councilwoman Sherri Walker said that she would be able to commit to helping with the program for any time except for June or July. Ashton McLaurin said he would commit to helping by providing lunch. Nicole Boswell said she would be available, Carolyn Pillar said it would depend on when the Commission chooses to hold it, and Robin Moore said she would be available to work.

Robin Moore asked if they still couldn't enlist the help of inmates to clean up some of the streets. Summer Woodard, City Manager, informed the Commission that in her past experiences the Communities would have to go through the Parole Board to have inmates clean along streets. She said that Jason Hardin could contact the Police Chief to see who he would need to get in touch with to get further information.

RAC Minutes Meeting Held 01/26/2023 Page 5

Maricarmen Garduño asked if the decision on the date could be tabled until everyone looked at their calendars. Briana Perkins stated that the date needed to be decided upon early to make sure that the shred company would be available.

A motion was made to approve holding the shred event on May 6th with a backup date of April 29th if needed.

Motion: Carolyn Pillar Second: Ashton McLaurin Vote: Unanimous

vote: onaminous

2) <u>Digital Sign Wording</u> — Carolyn Pillar asked what previous quotes have been used for February. Briana Perkins responded that last years quote was something like "Show your love" with a picture of Pink, Purple, and Red tulips. She also said they could do something like "Loves a Bloom" with a picture of roses.

Ashton McLaurin proposed doing "Love Each Other" as the quote. Briana Perkins stated that the Commission would also need to provide a picture to go with the quote. Maricarmen Garduño suggested having a picture of people hugging or a multi-ethnic group of people holding hands.

A motion was made to approve the quote "Love Each Other" with a picture of multi-ethnic people holding hands or hugging for February.

Motion: Ashton McLaurin Second: Maricarmen Garduño

Vote: Unanimous

3) Approval of 2023 Meeting Calander – Councilwoman Sherrie Walker commented that the November and December meetings have always been combined since the November meeting would usually fall on Thanksgiving Day. Maricarmen Garduño reminded the Commission to call Jason Hardin at least a day before the meeting if they couldn't make the meeting. Jason Hardin provided the Commission the phone number to call and said that they could inform Tammy Moore or himself if they were going to miss a meeting.

A motion was made to approve the 2023 Meeting Calendar.

Motion: Ashton McLaurin Second: Carolyn Pillar Vote: Unanimous

Jason Hardin stated that the attendance policy is always at the bottom of the agenda for reference and said that the 4 absences are for the last 12 months not necessarily the same calendar year.

RAC Minutes Meeting Held 01/26/2023 Page 7

ADJOURNMENT

There being no further business a motion was made to adjourn the RAC meeting at 5:13 pm.

Motion: Maricarmen Garduño Second: Ashton McLaurin

Vote: Unanimous

Briana L. Perkins Community Development Planner I

MINUTES OF THE REIDSVILLE HUMAN RELATIONS COMMISSION MEETING ON TUESDAY, NOVEMBER 22, 2022 REIDSVILLE CITY HALL 1ST -FLOOR CONFERENCE ROOM

COMMISSION MEMBERS PRESENT: Cathy Badgett, Chair

Khalid Amos

Maricarmen Garduño (arrived 6:38 pm)

Richard Ratliff Anna Roach Dawn Charaba

COMMISSION MEMBERS ABSENT: W

Wanda Harley

CITY STAFF PRESENT:

None

VISITORS:

None

CALL TO ORDER

Chair Dr. Cathy Badgett called the meeting to order at approximately 6:35 p.m.

INVOCATION

Dr. Badgett provided the invocation.

ROLL CALL

Dawn Charaba then called the roll.

READING OF THE MISSION STATEMENT

Anna Roach read the Mission Statement.

APPROVAL OF OCTOBER 25, 2022 MINUTES

Richard Ratliff made the motion to approve the October 25, 2022 minutes, and Anna Roach seconded the motion with the minutes being unanimously approved.

REPORTS AND ANNOUNCEMENTS:

COVID-19 REPORT FOR ROCKINGHAM COUNTY

Dr. Badgett said the COVID numbers have improved as she provided the board with new numbers. She said that Rockingham County is at 4.9%, which is low. Total deaths remain at 316 with no new deaths. She said that the RSV cases are rising.

OLD BUSINESS:

MLK Breakfast Update

Dr. Badgett said that Wanda Harley was not there to provide an update on the MLK breakfast nor did she send her any report. Dr. Badgett reiterated that the event will be virtual. Anna Roach said that she had reached out to April, the daughter of the late Catherine Wilson, to inform her of the award and requested that she receive the award in honor of her mother. Anna expressed that April was so happy to receive the news as she expressed her gratitude and thanked them. Dr. Badgett told Anna that they need to write that up when it's done to send to the State HRC.

CommUNITY Pride Event

Dr. Badgett said she printed off everything they had the last time, which included the letter to the sponsors/vendors and participant applications. She told Khalid that they are responsible for doing three programs a year. Dr. Badgett said that it's a Team Reidsville Unity celebration, and they would like to have everybody participate. Dr. Badgett said that they are looking for vendors and participants, including nonprofits if they have anything with which to participate. The cost is \$50 for vendors and \$75 for commercial. Arts, crafts, and nonprofits cost is \$25. The community participation applications are for groups such as art classes or school bands, etc., that would have to fill out an application to participate for the liability issue. Dr. Badgett said that when they come back in January, they need to have vendors, participants, sponsors, etc. to contact. Maricarmen asked if those letters printed were for the current year and Dr. Badgett shared no since everyone had not seen them. She also showed the board a 2020 flyer since that was the last event held due to COVID since the 2021 event was canceled.

Dr. Badgett asked Khalid if he had talked to any of the students in regards to participating with art? Khalid said that he asked his teacher to assist with getting students to participate so she was going to work on it. Dr. Badgett asked Khalid to follow up with his teacher so they would know at the next meeting in January. Dr. Badgett asked the board if they had thought about the bands competing with the different schools as discussed and everyone agreed. Dr. Badgett said that they needed participants that would volunteer giving to the community with the limited funds. She thought she had printed the budget from the previous one, but she didn't see it among her papers. Maricarmen said that there was a group of Hispanics representing the Hispanic heritage at the parade the prior weekend. She said that they didn't dance or perform but were dressed in their Quinsettas. Dr. Badgett said there could be an opportunity for someone to share what that means to their culture and providing with them about 15 minutes on the program to educate others. Maricarmen agreed to reach out to them to see if that was possible. Maricarmen said she could reach out to an Asian lady who has a gas station by the Governmental Center that had agreed to participate as a possible storyteller. Dr. Badgett said she didn't know who was in charge of the international students at A&T anymore. Dawn said she could reach out to the school counselor to see about getting assistance with having art available. Maricarmen mentioned that the Music Store on Scales had agreed to help before but now they are under new management. Maricarmen said that a retired ESL teacher came to mind as a storyteller. Dr. Badgett recommended Rockingham Community College as a potential opportunity so Maricarmen agreed to reach out to RCC. Dr. Badgett agreed to

November 22, 2022

Page 2

check with Seniors. She also said that they needed a banner saying "Community Pride, Working and Walking Together" since that's their theme. Maricarmen suggested a "Cake Walk" but she didn't know where they would get the cakes from. Dawn said it would be interesting to have desserts from different countries. Going back to the cake walk, they discussed having three or four rounds for different age groups.

Racial Equity Institute Learning Community Event/Groundwater Approach

Dawn shared that she has to get the approval from the City to move forward with the Human Relations Commission to partner with the Racial Equity Institute on the Groundwater Approach virtual event on January 11, 2023 from 9 a.m. until 12 p.m. and then they could move forward sending the flyers out. She said that registration could be completed through the link, and she reiterated that it was only for 100 participants.

Race Forum For Students in Rockingham County

Dr. Badgett questioned if there is a need for a Race Forum for the students in Rockingham County? She said especially with all the school shootings, violence, trans, gay kids, bullying, etc., we need to have everyone to come together. The other members agreed on the need for the students to come together and stop the violence. Dr. Badgett stated that with the Forsyth County Race Forum, the school board was not involved. However, Dawn said she could ask the Schools' Superintendent about his thoughts.

NEW BUSINESS

No Meeting in December

Dr. Badgett said the only new business she had was not to meet in December.

Richard Ratliff made the motion for the Human Relations Commission to not meet in December, and Anna Roach seconded the motion with it being unanimously approved.

Dr. Badgett stated that while they will not meet in December, the Martin Luther King Breakfast presentation will be recorded on January 4th but held virtually on January 16th. She asked that everyone tune in. Dr. Badgett told Anna that they would talk about her presenting the award to Catherine Wilson's daughter.

NAACP Contribution

Dr. Badgett said they normally give the NAACP a contribution of \$100 for the banquet, but she had forgotten. She asked the board if they would still like to make the donation even though the event had passed and they said yes.

Dawn Charaba made the motion for the Human Relations Commission to donate \$100.00 to NAACP Banquet, and Richard Ratliff seconded the motion with it being unanimously approved.

Richard shared with the board that he would like to give away 100 turkeys next year if he has to buy them himself and asked where could he get them. Dr. Badgett said probably a wholesale place.

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Closing Comments

Dr. Badgett gave closing comments, saying she wishes everyone has a wonderful, safe holiday. She also said she sent an email to Courtney Hall, the social worker at Moss Street School, to see if there was a needy child/family that could benefit with some donations, and she was awaiting the response. Dr. Badgett said that she did not have the energy to shop as she has done in previous years so Maricarmen agreed to do the shopping if it is before December 12th. Richard inquired about assisting with the paying of rent, but Dr. Badgett said that they could not do that unfortunately.

The motion to adjourn the meeting at 7:30 p.m. was made by Maricarmen Garduño, seconded by Richard Ratliff and unanimously approved.

Submitted by:

Latasha R. Wade, Deputy City Clerk