

**EDEN CITY COUNCIL
REGULAR MEETING AGENDA
Council Chambers
308 E. Stadium Drive
August 18, 2020
6:00 p.m.**

1. Meeting called to order by: Neville Hall, Mayor
2. Invocation: Clint Simpson, Police Chief
3. Pledge of Allegiance: Led by Melinda Ward, Superintendent of the Wastewater Treatment Plant
4. Proclamations & Presentations:
 - a. Introduction and swearing in of City Manager Jon Mendenhall
5. Roll Call
6. Set Meeting Agenda
7. Public Hearings
8. Requests and Petitions of Citizens
9. Unfinished Business:
 - a. Update on the City's Unified Development Ordinance project.
Kelly Stultz, Director of Planning & Inspections; Chad Sary, Stewart
 - b. Consideration of the Certificate of Sufficiency and adoption of a resolution calling for a public hearing on the annexation petition of property located at 197 and 199 E. Aiken Road.
Kelly Stultz, Director of Planning & Inspections
 - c. Update on the Matrimony Creek Nature Trail. **Terry Shelton, Director of Public Utilities**
10. New Business:
 - a. Consideration to purchase a utility vehicle for the Wastewater Treatment Plant.
Melinda Ward, Superintendent of the Wastewater Treatment Plant
 - b. Approval to proceed with the purchase of 2020-21 budgeted capital outlay items for the Police Department: eight patrol vehicles.
Clint Simpson, Police Chief
 - c. Approval to proceed with the purchase of 2020-21 budgeted capital outlay items for Municipal Services: dump truck. **Paul Dishmon, Director of Municipal Services**
11. Reports from Staff:
 - a. City Manager's Report. **Jon Mendenhall, City Manager**
12. Consent Agenda:
 - a. Approval and adoption of the July 21, 2020 Minutes. **Deanna Hunt, City Clerk**

- b. Approval and adoption of Budget Amendment #1.
Tammie McMichael, Director of Finance & Personnel
 - c. Approval and adoption of a resolution to donate outdated turnout gear.
Fire Chief Tommy Underwood
 - d. Approval and adoption of two agreements, replacing Pittsylvania County Service Authority with the City of Danville in agreements that give the City of Eden contractual assurance as primary water and wastewater provider at the Southern Virginia Mega Park at Berry Hill.
Erin Gilley, City Attorney
 - e. Approval to amend the 2020-21 Pay Grades and Positions to combine the Parts Clerk and Mechanic I position. **Paul Dishmon, Director of Municipal Services**
13. Announcements
14. Closed Session:
- a. To discuss the acquisition of real property pursuant to NCGS 143-318.11(5).
15. Adjourn



Planning and Inspections Department

P. O. Box 70, 308 E Stadium Drive, Eden NC 27289-0070/Telephone 336-623-2110/Fax 336-623-4057

MEMO

To: Honorable Mayor and City Council
Thru: Jon Mendenhall, City Manager
From: Kelly K. Stultz, AICP, Director
Subject: **Voluntary Annexation Petition
197 and 199 E. Aiken Road**
Date: August 7, 2020

At your July regular meeting, you instructed the City Clerk to investigate the sufficiency of a petition for voluntary annexation for the property located at 197 and 199 E. Aiken Road owned by Millard Lee Bryant and wife, Dorothy Bryant.

With the assistance of the City Attorney, we have determined that the proper signatures were placed on the petition and that the owners listed above are the owners of the property identified on the Petition.

Attached you will find a map of the property in question and a certificate of sufficiency executed by the City Clerk.

This type of annexation does not have the same requirements as does an involuntary annexation. However, there are requirements with regard to fire service.

Please accept the certificate of sufficiency and call a public hearing for your September regular City Council meeting.

If you have any questions, please give me a call.



City of Eden

P. O. Box 70
Eden, NC 27289-0070
(336) 623-2110
Fax (336) 623-4057



CERTIFICATE OF SUFFICIENCY

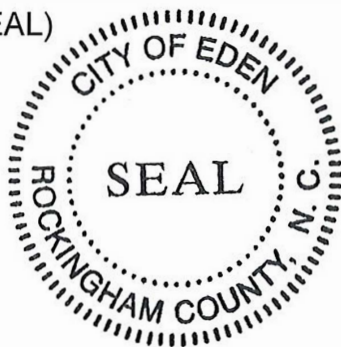
To the City Council of the City of Eden, North Carolina:

I, Deanna Hunt, City Clerk, do hereby certify that I have investigated the Petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-58.1 and 160A-58.2.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the City of Eden, this 6th day of August, 2020.

Deanna Hunt
City Clerk

(SEAL)



PETITION REQUESTING A CONTIGUOUS ANNEXATION

Date: 6-26-2020

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

1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the City of Eden.
2. The area to be annexed is contiguous to the City of Eden and the boundaries of such territory are as described in the attached Deed.
3. A map is attached showing the area proposed for annexation in relation to the primary corporate limits of the City of Eden.



<u>Name</u>	<u>Address</u>	<u>Signature</u>
MILLARD BRYANT	199 E. AIKEN Rd.	Millard Bryant
Dorothy Bryant	199 E. Aiken Rd.	Dorothy Bryant
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BK 65 PG 49

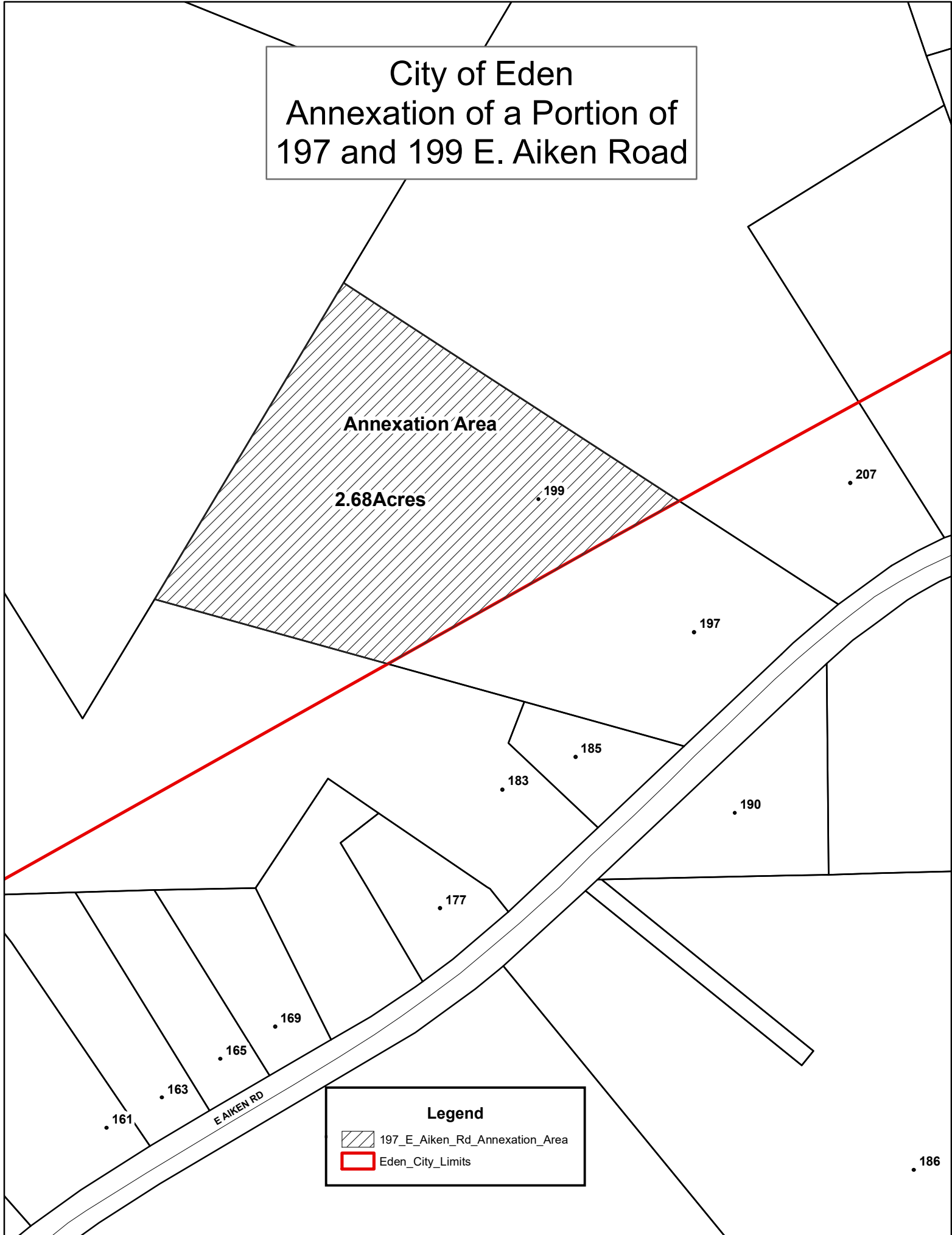
City of Eden Annexation of a Portion of 197 and 199 E. Aiken Road



Legend

-  197_E_Aiken_Rd_Annexation_Area
-  Eden_City_Limits

City of Eden
Annexation of a Portion of
197 and 199 E. Aiken Road



Annexation Area

2.68Acres

.199

.207

.197

.185

.183

.190

.177

.169



.165

.163

.161

E AIKEN RD

Legend

-  197_E_Aiken_Rd_Annexation_Area
-  Eden_City_Limits

.186

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-58.2**

WHEREAS, Petitions requesting annexation of the contiguous areas described herein have been received; and

WHEREAS, the Eden City Council has by resolution directed the City Clerk to investigate the sufficiency of the Petitions at their meeting on July 21, 2020; and

WHEREAS, certification by the City Clerk of the City of Eden as to the sufficiency of the Petitions has been made;

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

Section 1. A public hearing on the question of annexation of the contiguous areas described herein will be held in the Eden City Hall in the City Council Chamber at 6:00 P.M. on September 15, 2020.

Section 2. The areas proposed for annexation are described as follows:

That portion of 197 and 199 E. Aiken Road identified by the Rockingham County Tax Department as PIN 7081-17-00-5994 and Parcel Number 177187Z1 and Parcel Number 177187Z2 which lies north of the Eden City Limits current boundary and the entire parcels being described as follows:

TRACT 1: Parcel A containing 3.081 acres as per Plat of Survey for Helena A. Bryant dated January 1, 2009, by C. E. Robertson & Associates, P.C. recorded in Map Book 65, Page 49, Rockingham County Registry.

TRACT 2: Parcel B containing 1.176 acres as per Plat of Survey for Helena A. Bryant dated January 1, 2009, by C. E. Robertson & Associates, P.C. recorded in Map Book 65, Page 49, Rockingham County Registry.

Section 3. Notice of the public hearing shall be published in the News and Record Rockingham Section, a newspaper having general circulation in the City of Eden, at least ten (10) days prior to the date of the public hearing.

This the 18th day of August, 2020.

CITY OF EDEN

BY: _____
Neville A. Hall, Mayor

ATTEST:

Deanna Hunt, CMC, City Clerk

CITY OF EDEN – MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

THRU: JON MENDENHALL, CITY MANAGER

FROM: MELINDA WARD, WASTEWATER SUPERINTENDENT

DATE: AUGUST 6, 2020

SUBJECT: VEHICLE PURCHASE

In the Spring of 2014, we tried out and purchased an electric Cushman vehicle that was supposed to be able to handle the conditions around our plant. We paid \$10,009 for this vehicle and it worked for several years, but the last couple of years, it spent more time out of service than in. The dust proved to be too much for the brakes to handle. The last time we got it repaired in early 2019, it came back with similar brake problems and only ran a couple of days. For 6 months, we waited for a response from the company about what could be done, so we finally gave up and had our garage try to figure it out. For another 6 months, it set in their parking lot. When they finally had a chance to look at it in June, they came up with a repair cost of \$3747. Another electric vehicle was available without as many extras as the first for \$6362, but we are leery of spending this much on another electric vehicle if we know we are going to have the same problems with the brakes in a couple of years.

From our research, gas vehicles are designed to handle more rough conditions similar to what you would find around our plant. We have test driven a John Deere Gator, but some of our operators have some difficulty getting in and out. We have also test driven a Coleman from Tractor Supply that was on sale for \$7000. It had some difficulties with the door but was roomier inside and had a lot of items included that would be considered extras on the Gator. This puts it at a better value and price than the Gator that was listed at \$9000 with the basic items that we needed. We have also looked into other brands such as Kubota, Polaris, and Honda with much better ratings, but the price is closer to the price of the Gator, which ranges from \$9000 to \$20,000 depending on the add ons. A regular truck would cost over \$20,000 but would be limited to the roads on the plant site.

Due to the repair cost not being received until June, we were unable to get this information into the current budget. We have been in need of another vehicle since the Fall of 2018. We mainly use this vehicle for getting around the plant, collecting samples, inspecting our outfall, and spraying weeds since it is more versatile and more fuel efficient. We also have an employee with mobility issues. This vehicle allows him to be able to reach all of the areas that a regular truck cannot. We are requesting permission to purchase a new Utility vehicle for \$10,000 or less, depending on availability.

Clinton M. Simpson
Chief of Police



John M. Edwards
Deputy Chief

Eden Police Department
“Putting Our Community First”

To: Honorable Mayor and City Council

Thru: Terry Shelton, Interim City Manager
Jon Mendenhall, City Manager

From: Chief Clint Simpson

Date: August 7, 2020

Subject: Budget Item, Vehicle Purchase

The FY 20/21 budget for the Eden Police Department included \$375,200 to purchase eight new patrol vehicles as part of the Eden Police Department’s Five Year Vehicle Replacement Plan. The Five Year Replacement Plan is updated each year based on mileage and operational cost (repair) for the fleet of vehicles utilized in the police department’s response and day-to-day functions.

I am thankful to Interim City Manager Terry Shelton and City Council for considering our request and for the potential purchase of the replacement vehicles being included in the police department’s FY 20/21 budget.

As a result of Covid 19, the Council chose to delay capital improvement purchases until December 2020, which is fully understandable. I spoke with Interim City Manager Shelton concerning the process of purchasing and outfitting police vehicles with the necessary equipment due to the lengthy process. The process takes approximately 10 months to complete. The ordering process for patrol vehicles starts in August with the manufacturer. Once the ordered vehicle is manufactured and delivered which is generally October-November, the vehicle is then sent to Dana Safety in Greensboro to be outfitted with the necessary equipment. Dana Safety completes their work based on when the vehicle arrives and they are scheduled in line based on the date delivered to their shop.

The purpose of this memo is to ensure each of you are familiar with the process and the length of time it takes to purchase and outfit a police vehicle. I do understand the need to wait due to COVID 19. However due to the time and complexity of the process of purchasing vehicles to be utilized in the police department, if we had to wait until December 2020 to start the project we would not be able to accomplish this budget item this fiscal year. After speaking with Interim City Manager Shelton, we wanted to make sure we were transparent and each of you were familiar with the process and complexity of this project. I am thankful for the work each of you do and appreciate your consideration in this matter.



Memo

To: Jon Mendenhall, City Manager and Terry Shelton, Interim City Manager
From: Paul Dishmon, Director of Municipal Services
Date: Aug. 12, 2020
Re: Purchasing of New Dump Truck


The current fleet of dump trucks average 17.3 years old. Dump trucks are used from October to March daily for leaf collection. Dump trucks are also used around the clock during snow removal until city streets are safe for travel. Since 2017 Municipal Services has completed many special projects in house for example: the building of Matrimony Creek Trail, installing the box culvert on Bridge Street, the Spray Trestle repair, and various contractors has donated 200-400 loads of dirt to the city in these cases every dump truck available is utilized creating more maintenance cost in order to keep the dump trucks in service. With more projects being handled in house there is a need for more dump trucks.

An example: 84-S Dump Truck is 13 years old and there has been a total of \$73,000 spent on repairs for this truck. The average cost per year for repairs equal approximately \$5,600. This truck also has on going electrical problems. Compared to 87-S has an approximate cost of \$1,200 per year which is a difference of \$4,400. Both dump trucks are 2007 models.

Jason Barnard, Fleet Maintenance Superintendent, recommends due to the age of the fleet of dump trucks that we make the purchase. With the current fleet there have been several dump trucks down at the same time for repairs.

Municipal Services is submitting further information concerning purchase of the new dump truck. The information is attached.

**City of Eden, North Carolina
Fiscal Year 2020-2021 through 2024-2025 Capital Improvement Plan**

Section 1		Project Title: Dump Truck				Project #:	
Dept/Cost Ctr: Street Division			Functional Area: Street Division			Priority Rank: 2	
Total Requested Funds	Total Appropriations to date	Budget Year 1 FY2020-21	Unappropriated Subsequent Years				Type of Project: <i>New, Expansion, Renovation, or Replacement</i>
			Year 2 FY2020-22	Year 3 FY2022-23	Year 4 FY2023-24	Year 5 FY2024-25	
169,500		169,500		-	-	-	New
Section 2		Description and Scope					
This dump truck will be used in hauling rock, dirt and other materials to and from the job site. This unit will be used to help with leaf collection. This unit will be equipped with a snow plow and safety lights.							
Purpose; Need; and Linkage to Council Goals or other Master Plans, or Dept. Goals & Objectives							
This unit will be used for transporting loose material (such as sand, gravel, or demolition waste) for construction.. Each one of our crews would be able at different times to use this unit for hauling off concrete, asphalt etc. This unit would be equipped with a snow plow for our winter operations. This unit would also assist in hauling rock from the quarry for stock pile and to the job sites throughout the city. This unit would be set up with all emergency safety lights to better protect our employees and alert motorists.							
History and Current Status							
Section 3		New or Additional Impact on Operating Budget					
Type of Expenditure	FY2020-21	FY2021-22	FY2022-23	FY2023-24	FY2024-25	Total	
Salaries / Benefits						-	
Prof. & Consult. Services						-	
Material & Supplies						-	
Maintenance / Fuel						-	
Other						-	
Total	-	-	-	-	-	-	
Section 4		Project Costs					
Activity	FY2020-21	FY2021-22	FY2022-23	FY2023-24	FY2024-25	Future \$\$	Total
Prelim Design / Plans							-
Engineering / Arch. Serv.							-
Land / ROW / Acquisition							-
Clear / Grade / Site Prep							-
Building / Utility Constr.							-
Equip / Machinery / Furniture	169,500						169,500
Total Capital Cost Est.	169,500	-	-	-	-	-	169,500
Total Oper. Impact Est.	-	-	-	-	-	-	-
Total Expenditure Est.	169,500	-	-	-	-	-	169,500
Section 5		Method(s) of Financing					
Funding Source	FY2020-21	FY2021-22	FY2022-23	FY2023-24	FY2024-25	Future \$\$	Total
							-
							-
Total Program Financing	-	-	-	-	-	-	-
Section 6		Maps / Charts / Tables / Pictures					
							



City Manager's Report
August 2020
City Manager Jon Mendenhall

ADMINISTRATION

As incoming City Manager, I would like to highlight and applaud Interim City Manager Terry Shelton for a job well done. I cannot say enough good things about the job he has done with clarity of purpose and with the upmost integrity he has been and will continue to be a great asset for the City of Eden.

Additionally, I want to preface this report being presented at my first Council meeting with the following: I have had the privilege and opportunity to meet with City leaders, employees, and most importantly members of the public. This listening tour has only begun, and will take time to hear from the many diverse people in our City. I am committed to listening, to engaging, and collaborating, but as part of this first report I also want to layout where we are now and where I see us going.

The City of Eden is a Great Place

The City of Eden is a great place; we have fantastic people that are doing a good job. I am not here for disruptive change, but change will come, it is inevitable. As a team (and I mean that broadly, each and every person in Eden is part of our team, we are Team Eden), we must work together to collaborate, engage, innovate, and continuously improve.

COVID

I have given a particular charge to the City's management team to hone in on our people, to make sure they are okay, healthy, and that their families are too so that we may serve the public. I want to encourage all our residents to do the same. I particularly want to encourage everyone that as we navigate these historic times, we will have to continually monitor this situation taking conservative, thoughtful, and long-range actions, these will be done collaboratively as we navigate these uncharted waters together. I want to emphasize that in these dark days of pandemic, we must make adequate provision for the dawn that will come, we must layup our resources, preserve them, grow them, and deploy them when night becomes morning and we are on the other side of COVID-19. That is our public trust, our charge, and our plan moving forward.

Conclusion

The overriding idea that has been mentioned repeatedly is that we're going to work together in the days and weeks ahead. I have charged staff to work tirelessly in the public's service, and to listen to the voice of the

customer. Put simply, this is where we are, this is the springboard to where we are going, and ultimately this is the commitment to continuous improvement that we should desire to be. In closing, I want to express my gratitude to the Mayor and Council for the opportunity to serve and I want to let each and every person in Eden know that I look forward to working with them in the public's service.

ECONOMIC DEVELOPMENT

Industry

Eden Venture Business Park

The former Eden Mall is under new management. The building is being painted and outside appearance has improved dramatically. The new owner is seeking professional and light industrial tenants. They will build to suit your needs. Visit www.edenventurebusinesspark.com for more information and to apply.

Gildan Distribution

Starting August 1, the Saturday-Monday shift at Gildan, located at 602 E. Meadow Road, is active again. Employees work from 7 p.m. – 7 a.m. for these three days and have the rest of the week off. Forklift operating experience is preferred, but not required. For more information, contact Ameristaff (302 N. Pierce Street, 336-623-6252), Debbie's Staffing (124 Boone Road, 336-635-5980) or Workforce Unlimited (1425 Freeway Drive, Reidsville, 336-349-7783).

UNC Rockingham Health Care

In order to reinforce safety, UNC Rockingham Health Care has noted the measures they have taken to keep patients and visitors safe. Everyone in the facility is wearing a mask and all staff, vendors, visitors and patients are screened upon entry. Physical distancing is practiced, visitation is limited, PPE (Personal Protective Equipment) is adequately stocked and used to keep patients, coworkers and providers safe, and cleaning schedules have been accelerated with robust disinfectant measures in place. COVID-19 patients and those suspected to have the virus are isolated in separate, sealed areas. UNC Rockingham Health Care is located at 117 E. King's Highway in Eden. Call 336-623-9711 for more information.

Commercial

Howard's Restaurant

This new restaurant is located at 203 E. Meadow Road. You can dine in or fax your orders to the restaurant for pick up. They offer a full salad bar, subs, appetizers, hot dogs and burgers, as well as delicious entrees for dinner. Call 336-635-9133 or fax to 336-623-9038.

Purlina's Gift Baskets

Located at 610 Washington Street in Historic Downtown Eden, owner Faye Doe-Alexander will create beautiful gift baskets for you. Contact Faye at 336-280-9464 or email her at purlina56@gmail.com

Reynolds Brewing

Work continues on one of two Eden microbreweries that will open within the next several weeks. Reynolds Brewing is located in the former historic Garden Central facility at 354 W. Meadow Road. Look to our Facebook pages (City of Eden and Explore Eden NC) and Eden's Own Journal for more information.

Seth Woodall & Associates, PLLC

They are experienced attorneys and counselors dedicated to providing effective and cost-efficient legal services to Eden and Rockingham County residents and businesses. They do real estate law, criminal law, trusts and estates, civil litigation, family law and personal injury law. Attorneys and Counselors at law include Seth M. Woodall, James R. Walker, and Philip E. Berger. Call 336-623-3138 or email seth@woodall-law.com or visit www.woodall-law.com

Tourism and Special Events

Freedom Park Nature Trail

Work has begun on the Freedom Park Nature Trail improvements. Stay tuned!

Great River Race

We hope you're working on your boats and planning on entering the Great River Race set for Saturday, September 19 at Klyce Street Landing on the Dan River. We will race 1.07 miles to Leaksville Landing beginning at 9 a.m. Boats must be homemade and powered by humans. They will be judged for ingenuity, aesthetics, costumes and winning the race. GET CREATIVE! Prizes include: First Place: \$500; Second Place: \$300; and Third Place: \$200. This event is sponsored by Get Fit Rockingham. To register, call the Eden Chamber of Commerce at 336-623-3336 or for more information, call Randy Hunt at 336-613-2859. Come be part of the fun!

Klyce Street Landing

The Klyce Street Landing entrance sign has been installed! This will make it much easier for our tubers and kayakers to find this beautiful access point. We also have picnic tables with a great river view. So, pack your lunch or an early supper and come enjoy a quiet afternoon by the Dan River! We would like to thank the Street and Facilities & Grounds departments for their help with installation. Great job!

Social Distancing & Trails

Remember our walking trails and paddle trails are a good way to get out and enjoy nature, get some exercise, breathe in some fresh air and enjoy all our natural beauty while adhering to social distancing rules. Eden has so much to offer!

ENGINEERING

FY 2020-21 Street Resurfacing Contract

The bid opening for the FY 2020-21 Street Resurfacing Contract was held on February 20. A total of four responsive bids were received for the project with the successful low bidder being Waugh Asphalt, Inc. in the amount of \$486,376.61. Sectors of the following streets are included in the contract: Kemp Street, Oakwood Drive, Westwood Drive, Fagg Drive, Spruce Street, Greenwood Street, Morehead Street, James Street, John Street, Pine Lane, Panther Lane, Carpenter Road, Hairston Street, Ridge Avenue, Delaware Avenue, Maryland Avenue and South Avenue. Construction is tentatively scheduled to start the week August 16.

GPS/GIS Manhole Inventory

Over the last several years, Engineering staff has spent countless hours collecting the GPS coordinates on gravity sewer manholes as time allowed around day-to-day tasks and annual construction projects. I am happy to announce that we have completed the manhole inventory. All of the data has been forwarded to GIS Coordinator Debra Madison and is now available on GIS for use by all staff members.

GPS/GIS Water Valve Inventory

Engineering staff is currently working on the collection of the GPS coordinates on water valves throughout the City. We have found this to be very time consuming due to many of the valves being buried beneath dirt, grass, gravel or asphalt. Staff is locating and digging out the buried structures as they are found. Work orders are being sent to the Water & Sewer Superintendent to have the valves raised as needed. To date, approximately half of the valves have been located and surveyed. The GPS data is being forwarded to Ms. Madison as it is collected so it can be immediately added to GIS online. Staff will continue to work on the data collection as time allows.

PARKS AND RECREATION

All outdoor Parks and Recreation facilities are open in a limited capacity due to COVID-19. Freedom Park Splash Pad and Mill Avenue Pool will remain open through Labor Day. The City hopes to open additional amenities on September 11 if Phase III is put into effect by Governor Cooper.

Matrimony Creek Nature Trail remains closed at this time due to recent flooding.

PLANNING & INSPECTIONS

Boards and Commissions

Meetings remain suspended for all of our boards and commissions except those that receive requests that cannot be delayed, such as Planning Board and the Strategic Planning Commission. The Board of Adjustment has not had any applications since the pandemic began.

Business Remodel/Rehab/Construction Updates

The Central Hotel is now under new ownership and asbestos inspections were completed on August 7. The Wendy's remodel project should be completed by August 15. Zip's carwash is nearing completion.

Draper CDBG

The last day to accept applications was July 31. The applications received are being reviewed and scored in preparation for a meeting with the committee appointed by Council.

Nuisance Abatement on Property

We have received nuisance complaints on the property of 500 Highland Drive over the past six years. Notices have been sent in regards to junk on the property, particularly at the back of the house and around an outbuilding, with the last notice being sent in June requiring it to be cleaned up within 15 days. The property owner called and requested an extension until June 30, which was granted. Since that time, numerous inspections have been performed with no apparent progress being made. Therefore, the property owner was given notice on August 7 that a contractor would be hired to perform the abatement on August 17, which will be an extensive abatement and may take multiple days to complete.

Unified Development Ordinance

The City Council will receive a report on this project at their regular August Council meeting. The draft of the text is on the City's website.

POLICE

Training

In-Service training started August 10 and will continue on August 17, 24 and 31. This training consists of daytime firearms qualification requirements, Bloodborne Pathogens training, and HAZMAT training. Detectives Brandon Buckner and Anthony Lovings have successfully completed General Instructor training and have submitted their paperwork to receive their probationary instructor certification.

PUBLIC UTILITIES

The new CleanB system, which replaced our original process, is running great. We are in the process of pumping out the digester and preparing to close it out.

The City assumed ownership of the New Street Wastewater Treatment Plant, formerly the Eden Real Estate Wastewater Plant, as of August 1. There is no treatment available at this time for the facility; thus, we are

looking at all of the long-term options as there will not be a future need for the facility once a pump station is complete. Until then, we will continue to monitor it weekly and sample as needed during discharge events.

CITY OF EDEN, N.C.

The regular meeting of the City Council, City of Eden, was held on Tuesday, July 21, 2020 at 6 p.m. in the Council Chambers, 308 E. Stadium Drive. Those present for the meeting were as follows:

Mayor:	Neville Hall
Council Members:	Darryl Carter
	Gerald Ellis
	Jerry Epps
	Angela Hampton
	Phillip Hunnicutt
	Bernie Moore
	Bruce Nooe
Interim City Manager:	Terry Shelton
City Clerk:	Deanna Hunt
City Attorney:	Erin Gilley (attended remotely)
News Media:	Roy and Robin Sawyers, Rockingham Update
	Mike Moore, Mike Moore Media

MEETING CONVENED:

Mayor Hall called the regular meeting of the Eden City Council to order and welcomed those in attendance. Pastor Cynthia Nanney of First United and Spray United Methodist Churches gave an invocation followed by the Pledge of Allegiance led by Director of Planning & Inspections Kelly Stultz.

PRESENTATIONS AND RECOGNITIONS:

a. Presentation of commendations.

Mayor Hall called on Police Chief Clint Simpson and Officers Brian Ferris, Brian Roland and Joshua Ferguson, at which point the officers were presented with commendations. Mayor Hall read the details of the incident from Chief Simpson's memo: On Monday July 6, at about 5:30 p.m., officers from A shift responded to 518 Gresham St. in reference to a house fire. As officers were in route, C-Com gave updates which included someone yelling from inside the burning house, which was a 13-year-old male who was in a wheelchair and could not get out. Officer Ferris arrived on scene, went into the burning house from the backside and found the 13-year-old in the kitchen who was not able to exit the burning house from the front due to the fire and smoke had his wheelchair ramp blocked. Officer Ferris picked up the child out of his wheelchair and carried him out the back door to safety. While Officer Ferris was helping the child, Officer Roland had pulled up on scene and started pulling the fire hose off the truck and spraying the front porch area with water to help contain and extinguish the fire. Officer Ferguson arrived on scene and assisted Officer Ferris with the child, then assisted Officer Roland by pulling fire hose off the truck. Due to the quick response of Officer Ferris, Officer Roland, Officer Ferguson and the Eden Fire Department, all the residents of 518 Gresham St. were rescued from the fire unharmed. The actions of these three officers exemplify their dedication to protect and serve the citizens in our community.

Mayor Hall also shared his appreciation for what the officers did each day and acknowledged how lucky the City was to have trained, qualified public safety officers to protect its citizens.

Chief Simpson stated the pictures displayed during the presentation from Officer Roland's body camera helped put into perspective what the officers did that day. He was proud of them.

Luke Lily, the 13-year-old rescued from the fire, presented the officers with a gift.

Mayor Hall also noted that these and other officers had used their personal time to help clean up the house in efforts to get it back to a livable condition.

SET MEETING AGENDA:

Mayor Hall noted three revisions to the agenda: 9a was removed until determination of the level of internal audit needed could be established; 12g was removed to allow discussion be held first with the new city manager regarding changes in positions and classifications; and 12e was moved to New Business as 10c to allow clarification of the item.

A motion was made by Council Member Epps to set the meeting agenda as amended. Council Member Ellis seconded the motion. All members voted in favor of the motion. The motion carried.

PUBLIC HEARINGS:

There were none at this time.

REQUESTS AND PETITIONS OF CITIZENS:

Malcolm Allen, N.C. 700, Eden, president of the local NAACP, thanked the City of Eden, Mayor Hall, Mayor Pro Tem Carter, the Eden Police Department, the Eden Parks and Recreation Department and Council Member Hampton for their support of his Justice for All Rally. The successful rally was designed to bridge the gap between law enforcement and the community. After receiving needed commitments from the Police Department, Sheriff's Department, Highway Patrol, and the District Attorney, he felt confident that what was happening around the country had a minimum chance of happening in Rockingham County. Mr. Allen believed that working together and listening to one another would make the City safer and a reflection of the kind, loving people who lived here.

Mayor Hall stated that Mr. Allen did a wonderful job organizing the event and expressed his appreciation for the efforts he was making.

UNFINISHED BUSINESS:

- a. Consideration of a one-year contract with Carolina Business & Tax Services for internal audit services.

This item was removed from the agenda.

NEW BUSINESS:

- a. Request for the City Council to ask the City Clerk to investigate the sufficiency of an annexation petition for properties at 197 and 199 E. Aiken Road.

Mayor Hall called on Ms. Stultz.

Ms. Stultz stated that when the City discovered property located partly inside and partly outside the city limits, the City would offer the property owners the option to be voluntarily annexed. The property owner

of 197 and 199 E. Aiken Road had been receiving solid waste and other services for both houses even though one house was located outside the city limits. The property owner filed a petition to be annexed.

Council Member Hunnicutt questioned if there were any issues of concern with the annexation petition.

Ms. Stultz replied no and stated that the property owner assumed both properties were located inside the city limits.

Council Member Ellis asked if the property owner had been paying the entire time.

Ms. Stultz replied the property owner had not been paying City taxes on the property located outside the city limits, but had been paying taxes on the property located inside the City limits. She stated that Council made a decision a few years ago that when the City discovered such circumstances and the property owner filed the annexation application, the City would not discontinue providing previously established services and would not charge the owner double rates.

Council Member Moore made a motion to ask the City Clerk to investigate the sufficiency of an annexation petition for properties at 197 and 199 E. Aiken Road. Council Member Nooe seconded the motion. All members voted in favor of the motion. The motion carried.

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER N.C.G.S. 160A-58.1

WHEREAS, a Petition requesting annexation of an area described in said Petition was received on June 26, 2020, by the City Council of the City of Eden; and

WHEREAS, N.C.G.S. 160A-58.2 provides that the sufficiency of the Petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

WHEREAS, the City Council of the City of Eden deems it advisable to proceed in response to these requests for annexation:

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

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

This the 21st day of July, 2020.

CITY OF EDEN

BY: Neville A. Hall, Mayor

ATTEST: Deanna Hunt, City Clerk

b. Consideration of a budget amendment to increase the residential solid waste rate.

Mayor Hall stated the residential solid waste rate was an item discussed at the previous Council meeting when the budget was approved. The increase was proposed at the end of the budget in an effort to recover the \$316,000 shortfall related to solid waste collection, as it was an enterprise fund that needed to break even. The easy way to fix the shortfall would have been to increase the residential solid waste rate by \$4.35 as recommended; however, Council was not able to approve the rate increase because it was not

part of the agenda. Currently, the City provided trash and curbside pickup every week for its citizens. He was interested to see if there were more efficient ways to make up the shortfall besides a rate increase. He asked Mr. Shelton to discuss the situation with the new City Manager Jon Mendenhall to determine possible options. Mayor Hall recalled years ago when Council attempted to decrease services and citizens became upset. A rate increase could add up and while some citizens may wish to pay it in order to keep services the same, other citizens forced to pay the increase may never place anything at the curb to be picked up, not utilizing the services the increase would be paying for. If it were to be determined that a rate increase needed to be adopted, Council could do that at a future meeting.

Council Member Hunnicutt added that it was a difficult time to be imposing additional fees given the current economic environment. He had never needed the services of the knuckleboom that picked up household items, such as refrigerators. He suggested looking at call ins when such a pick up was needed.

Council Member Ellis requested Solid Waste Superintendent Dusty Curry be involved in the discussion between Mr. Shelton and Mr. Mendenhall in regards to other efficient ways of making up the department's shortfall. He added that Mr. Curry and his department did a great job and that the City was one of the only municipalities that picked up more types of waste, which was a benefit to the citizens. Council Member Ellis made a motion to leave the residential solid waste fee as is until February of 2021.

Mayor Hall said that Mr. Curry would be involved in the meeting as it pertained to his department. While he did not think cutting services back would instantly recoup the \$300,000 shortfall, he did feel that the deficit would get to a more manageable number over time.

Mr. Curry said the majority of bulk waste that was picked up on each route came from the same rental property owners or same customers every week. There were some customers who did not put anything out except for their garbage, no leaves, grass, brush or bulk waste; however, there were several customers who put out a knuckleboom load each week. The department averaged four routes each week with roughly six loads of bulk waste and brush each day, not including the pay loads retrieved on Wednesdays. Last year, 52,000 cubic yards of brush was picked up, which was significant when compared to other cities, such as Asheboro, whose residents did not put out nearly the same amount of waste. He stated that he was willing to do whatever he could to make it work.

Council Member Carter stated he was glad Mayor Hall suggested other options because he would have voted no due to the hard times people were facing, especially the elderly. A lot of people were struggling. Mr. Curry and the department did a tremendous job trying to keep the City looking as nice as possible and he agreed with trying to find other ways to recoup the shortfall.

Mr. Curry suggested a higher fee for those putting out the majority of the bulk material to be collected. The current knuckleboom rate per truckload was \$75, which did not cover the landfill tipping fee.

Mayor Hall said that was likely a contributing factor to why the department's fund was at a shortfall each year and suggested taking a look at that program.

Council Member Hunnicutt questioned if the cost of the wood grinding contract, listed under the Consent Agenda section, was included in the \$300,000 yearly shortfall.

Mr. Shelton said yes because it was part of the solid waste operations.

Council Member Hunnicutt had visited the site that day. The wood grinding contract was for \$67,000 for one year. An acre of cutover land in Rockingham County could be purchased for roughly \$2,000, which would equate to 30 acres of land for the same price as the contract. Based on the three acres of wood debris they currently had, he estimated the City could do 10 years of stockpiling for the same price as the one-year contract. He requested looking into that item to see if there were other creative options available.

Mayor Hall asked Mr. Curry to share his insight in regards to the equipment used for the grinding.

Mr. Curry stated the grinder costs almost \$1 million. One of the biggest issues was the Department of Environmental Quality (DEQ) would not allow the City to hold wood debris past one year as the City was under a requirement to not exceed a certain cubic yardage of debris at any location.

Council Member Hunnicutt questioned the difference between logging companies leaving the tops of trees on site versus the City leaving debris on site to naturally decompose. That particular service costs the City over \$100,000 between the expense of the contract and the cost associated with collecting the debris.

Mr. Curry stated the yard debris was part of the recycled products the City gave back to its residents in the spring of each year.

Council Member Hunnicutt said that made it an expensive mulch for the City and felt that the City owed it to its taxpayers to be creative and research what options were available.

Council Member Epps made a motion to amend Council Member Ellis's motion to table the residential solid waste fee increase from February of 2021 until further notice.

City Attorney Erin Gilley suggested either tabling the item until a certain date or having Mr. Mendenhall be responsible for bringing the issue back before Council.

Council Member Ellis amended his motion to table the consideration of a residential solid waste fee increase until the City Manager brought it back with more information. Council Member Epps seconded the motion. All members voted in favor of the motion. The motion carried.

- c. Approval to amend the 2020-21 Grade and Positions to include a full-time Information Technician.

This item was moved from Consent Agenda (12e) to New Business to allow for clarification of the item.

Mayor Hall stated it was previously approved in the current fiscal year's budget to move from two full-time positions and one part-time position to three full-time positions in the Information Technology Department. However, there were only two levels of IT description listed in the Grade and Positions scale: one for the Department Head and one for the IT Specialist. In order to make the scale reflective of the third full-time position within the department, the job title needed to be changed to Information Technician.

Council Member Epps made a motion to amend the 2020-21 Grade and Positions to include a full-time Information Technician. Council Member Hampton seconded the motion. All members voted in favor of the motion. The motion carried.

REPORTS FROM STAFF:

a. City Manager's Report

Mr. Shelton requested the report be entered in the minutes as if it had been read in its entirety.

City Manager's Report
July 2020

ADMINISTRATION

Citizens Academy

The City of Eden's annual Citizens Academy will not be held this fall. The unpredictability of social distancing and capacity restrictions for the rest of the year have affected scheduling for the City along with the rest of the country.

Interim City Manager Terry Shelton said it was a difficult decision to make. "The Citizens Academy is one of the most effective tools we have to help increase citizen knowledge about the workings of local government," he said. "Graduates of the academy have become members of City Council, as well as other boards and commissions. It has been a tremendously effective educational and outreach resource for employees and citizens and we regret having to pause it, even temporarily."

The City encourages anyone interested to stay tuned. Plans to restart the academy will be in place as soon as it is safe to do so.

City Manager

The City of Eden has hired Jon Mendenhall, most recently Town Administrator of Carolina Shores, N.C., as its new City Manager effective August 17. The City Council had conducted an exhaustive nationwide search since December of 2019 to find the right individual to lead the City. "We are very pleased to have Mr. Mendenhall as our new City Manager," stated Eden Mayor Neville Hall. "He brings a wealth of experience in planning, engineering, finance and economic development that will serve Eden residents well."

"I am truly honored to be selected as the next City Manager for Eden," said Mendenhall. "I look forward to serving the residents, supporting the staff, and working to achieve the vision of the Mayor and Council. I have told many that Eden has a hometown feel and everyone is gracious and friendly. I look forward to working with the strong team of residents, elected officials, and a solid group of employees." A High Point native, Mendenhall has served as Town Administrator of Carolina Shores, N.C. since 2014 and previously served as County Manager of Gates County, N.C. He has 16 years of local government experience, having started his career in Stanly County, N.C. as a Planner. Mendenhall earned his Masters of Science degree in Technology Systems with a concentration in quality control from East Carolina University, a certificate in Project Management from N.C. State University, and a Bachelor's Degree in History from UNC Chapel Hill. He is a current board member of the North Carolina Resource Conservation and Development Association and Cape Fear Resource Conservation and Development, non-profits engaged in economic development and resource conservation in predominantly rural North Carolina. As an ICMA Credentialed Manager, Mendenhall is committed to professional and quality principles in local government.

Mendenhall will succeed Interim City Manager Terry Shelton. "Both the City Council and I wish to extend a great deal of thanks to Mr. Shelton who guided the City through the transition period to a new City Manager," stated Hall.

"At the end of the day, each resident, employee, and economic development prospect are all customers and we must emphasize an approach to customer service that adds value to our relationship with that customer," Mendenhall remarked. "We must consistently communicate that value in order to be the very best version of ourselves."

Mendenhall will reside in Eden. His starting salary is \$130,000 plus benefits.

Matrimony Creek Nature Trail

The Matrimony Creek Nature Trail will remain closed at least another month. Currently, staff is working on a repair plan for the flood-damaged areas to address exposure of sewer lines that have been uncovered, as well as wash out of some of the trail surfaces. We have been in contact with inspectors from DENR & Land Quality Management and DEQ to find out exactly what the City can do to reinforce protecting the sewer lines on the upper end of the trail. We hope to have answers and a plan to bring before Council at the August 18 City Council meeting.

ECONOMIC DEVELOPMENT

Industry

Weil-McLain

This Eden company is hiring 10-15 full-time employees including machine operators, assemblers, material handlers, and paint operators. Visit www.weil-mclain.com/careers to apply and learn more information about these jobs.

Night Owl National Contractors

This company is a granite and quartz fabrication center located in the former K-Mart building on Meadow Road. They are hiring electricians, electricians' helpers, granite polishers, CNC machine operators, forklift operators, finish carpenters, sheetrock workers, and framers.

Visit www.noncstoneworks.com/careers or call 888-283-6303 for more information.

Gildan Yarns

Gildan is seeking machine electricians, spinning and carding technicians, spinning and carding operators, and can haulers. There are some day shift positions, but the majority of these openings are on the night shift. Most positions are for 12-hour shifts on a 2-2-3 schedule. For more information, visit their 335 Summit Road facility.

Mountain Valley Pipeline (MVP)

The MVP project remains on go and is not to be confused with the Atlantic Coast Pipeline (ACP) that Duke Energy cancelled this week because of lawsuits from environmental groups and the escalating costs it incurred with the project. MVP will hire a significant number of construction workers who will bolster the local economy while they are completing the Eden and Rockingham County portion of the project.

Business NC reported that the ACP was a major economic blow for eastern NC. The 600-mile pipeline was to generate about \$680 million in revenue during the 18-24 months construction phase, creating 4,000 construction jobs.

Commercial

Former Eden Mall

In the near future, you will see improvements to this former mall facility. The new owner will repaint the exterior, improve the parking lot, and clean up the shrubbery. Look for new signage on leasing opportunities in the near future. The goal is to lease to professional businesses, not retail.

Builders Mart-New Ownership

This business is now under new ownership with plans to expand product offerings.

Eden is Budget Friendly for Renters

Eden has been nationally recognized by LendEDU as one of the most budget-friendly cities in the country for renters. The company licensed real estate data deriving from the U.S. Census Bureau on over 25,000 American cities. Each city was ranked according to its rent-to-income ratio, or the proportion of a city's median household income that goes to annual rent costs (including utilities). A lower percentage was more favorable.

Specifically, Eden had an average annual rent cost of \$8,004 and a median household income of \$37,384 for a rent-to-income ratio of 21.41%. It is generally recommended that a renter's rent should cost no more than 30% of their annual income, so these numbers speak to Eden's proximity to high-paying jobs relative to the affordable housing in the area. Eden's low rent-to-income ratio ranked #1,146 in the country and #42 in the state of North Carolina.

Rockingham County Sales Tax

Rockingham County reported that April 2020 sales were 4.5% below sales of April 2019. The state had predicted sales tax losses of up to 20% for the fourth quarter of the fiscal year. Thus, sales tax revenue, while below last year, was not as bad as initially expected.

Tourism and Special Events

Gordon Allen Photos

Gordon Allen took a series of gorgeous photos of the Smith River Greenway Butterfly Trail. Check them out on our Explore Eden Facebook page! Thanks Gordon!

Make sure you visit the trail and see the beautiful butterfly art for yourself! While you're there make sure you see the Otter Sculpture located down the steps and to the left near the Island Ford river access. Enjoy!

Traveling Vietnam Wall

We will not be bringing in the Traveling Vietnam Wall to Freedom Park in October. Because of COVID-19 and wanting to keep everyone safe, we have rescheduled for 2021.

Klyce Street Landing

You might notice a new directional sign located on Washington Street directing you to the Klyce Street Landing. In the next couple of weeks you will also see a new entrance sign at the end of Klyce Street, along with picnic tables and a directional kiosk at the landing.



Otter Holt

A huge thanks to the Street Department for the installation of the Otter Holt along the Smith River. This has been an exciting joint project between the City of Eden and the Dan River Basin Association. We will be installing a camera that we will call the "Otter Cam." You will be able to see the activity on our website: ExploreEdenNC.com. We hope to welcome otter pups to Eden next spring!

Grogan Park

Come enjoy Grogan Park and walk in the shade under the beautiful trees! You can enjoy public art, lots of seating, a swing, wind chimes, a walking path, and picnic tables. Bring your lunch, your family, or a good book and enjoy this beautiful setting located on the City Hall campus at 308 E. Stadium Drive!

Great River Race – September 19

Get those creative homemade vessels ready! More detailed information coming soon.

ENGINEERING

2020-21 Street Resurfacing Contract

The bid opening for the FY 2020-21 Street Resurfacing Contract was held on February 20. A total of four responsive bids were received for the project. The successful low bidder was Waugh Asphalt, Inc. in the amount of \$486,376.61. Sectors of the following streets are included in the contract: Kemp Street, Oakwood Drive, Westwood Drive, Fagg Drive, Spruce Street, Greenwood Street, Morehead Street, James Street, John Street, Pine Lane, Panther Lane, Carpenter Road, Hairston Street, Ridge Avenue, Delaware Avenue, Maryland Avenue, and South Avenue. Construction is scheduled to start in August.

Waterline Replacement Projects Update

A crew from Citty's Plumbing & Pools, Inc. started pipe installation on the eastern leg of the Ample Storage WL reroute on June 9, with three bends and roughly forty feet of 8-inch diameter ductile iron pipe placed, along with thrust blocks poured at the bends. Pipe installation continued to the south, with the crew spotting the existing 8" PVC water main off of the north side of Oleander Drive on June 12. Hydrostatic pressure testing on roughly 262 feet of new water main for the eastern leg was passed on June 17. Good bacteriological test results were received on June 24 for this section of new water main. The applicant certification form was sent to Borum, Wade and Associates on July 1.

A small shipment of water pipe, valves, and fittings ordered for use with the Jackson Street Pressure Zone project was delivered by Fortiline on June 26. Delivery of the duplex skid booster pump system manufactured by Carolina Pumpworks took place a few days later. Stakeout and clearing of the proposed pump station site should take place by early August.

PARKS AND RECREATION

Facilities

All Parks and Recreation facilities, except for the indoor Parks & Recreation facilities, are open in a limited capacity due to COVID-19. Additional amenities hope to be opened when Phase III of the Governor's Executive Order goes into effect.

PLANNING & INSPECTIONS

Collections

All code enforcement fees assessed since July 1, 2019, have been transferred to the Rockingham County Tax Department to be collected with the 2020 property tax bills. These totaled \$71,984.00 and the City received \$1,980.00 in payments during the month of June.

Draper CDBG

Applications will continue to be received until July 30.

General

The Annual Boundary and Annexation Survey, Group Quarters Population Survey, and New Residential Construction and Mobile Home Survey were completed and submitted to the N.C. Office of State Budget and Management.

GIS

We continue to evaluate the sewer data and fill in field attribute information needed for manholes.

Unified Development Ordinance

We have received all of the proposed text of the UDO, except for the definitions. Staff has a conference call planned to discuss Module 3 and will schedule a remote meeting with the Steering Committee (Planning Board). We plan to present the text to the Council at the regular August Council meeting.

Boards and Commissions

Meetings remain suspended for all of our boards and commissions, except those that receive requests that cannot be delayed, such as Planning Board and the Strategic Planning Commission. The Board of Adjustment has not had any applications since the beginning of COVID-19. There will possibly be one in August.

POLICE

Training

We were able to send two officers to the NCJA in Salemburg for General Instructor training. Detective Brandon Buckner and Detective Anthony Lovings are in line to be our future firearms instructors to replace the two firearms instructors who recently left our agency. This is a lengthy process and may take 18 to 24 months to complete. They began their two week General Instructor training on July 15. It should be noted that due to COVID-19, this is the only class being held in person on the NCJA campus and thus, we were lucky to get them in this training. While COVID-19 has greatly reduced the availability of training being offered to law enforcement, we have been fortunate to be able to send our officers to some great training. Reidsville Police Department brought in some instructors for Field Force Training (riot-type training), Norse Tactical Training (SWAT training), and Crisis Intervention Training (CIT) and invited our agency to send some of our officers to attend this valuable training, which we did, and are greatly appreciative of them offering these opportunities to us. We have re-scheduled our spring in-service mandatory training for August 10, 17, 24 and 31. This training consists of daytime firearms qualification requirements, Bloodborne Pathogens training, and HAZMAT training.

Mr. Shelton stated that Matrimony Creek Nature Trail was intertwined with the repairs needed on the sewer line at the north end of the trail. Discussion had been made with DEQ and Land Quality Management personnel in regards to what the City could do to reinforce the sewer line. While a possible solution would be to pour cement around the lines to eliminate lime and calcium contents, it would change the pH levels of the creek, which DEQ would not allow as the creek constituted as navigable waters. There had also been mention of moving the trail further away from the north end, where the flow of water was going, or possibly channeling the water in the other direction. In the past, there was a sluice on the west side that took the water in a straight pattern rather than turning it and deflecting it over into the sewer line area as it does today. Solutions might first involve improvements to the trail to allow access for hauling materials to the site to make the needed repairs. He hoped to have a state-approved proposal for the sewer line repairs, in addition to a plan for restoration and improvements to the trail, to present at the August City Council meeting.

Council Member Epps asked if permits had to be obtained to redirect water.

Mr. Shelton said yes if the City were to channel something that was not already there. He was told that when a mill was in operation at that location, there was a channel that diverted the water in a direction that turned a wheel to run the grinding operation.

Mayor Hall stated he had been questioned in the past about the occasional washout of the greenways and why the City had them at those locations. The main reason for such was because there were sewer outfalls located at those spots that the City was required to maintain. Another reason was because of the nature that was along the creeks and rivers. Matrimony Creek Nature Trail was built largely with a grant and had been a great asset and he hoped to see it restored and reopened.

Mr. Shelton said the north end of the trail was one of the prettiest scenes in Eden and it would be a shame if they could not keep it.

Mayor Hall thanked Mr. Shelton for his City Manager's report that he provided to Council throughout his position as Interim City Manager and said it served as a great asset for the Council, as well as citizens, as

it provided them with a good source of information. He advised that the public could obtain a copy of the report if they desired or read it in Eden's Own Journal.

Mr. Shelton stated that although the expense of capital outlay items approved in the budget had been placed on hold, the request for the purchase of new police cars would likely be presented at the August City Council meeting. The process for ordering police cars was extremely long as they took orders early in the year and do a mass manufacturing of them at the same time. Because the process took roughly 10 months, he wanted to make Council aware that the vehicle purchases would need to be made soon if Council approved.

Council Member Epps questioned how many police cars they would be requesting to purchase.

Chief Simpson replied eight cars.

Council Member Ellis asked Chief Simpson if the police department had enough body armor for each of the officers considering the circumstances that had taken place in the country during the past 60 days.

Chief Simpson answered yes.

Council Member Hunnicutt asked if there was an update on the Smith River sewer line repair being conducted by Yates Construction.

Municipal Services Director Paul Dishmon said the company was installing the last pipe that same day.

Mr. Shelton said that once started, the repairs moved quickly.

Council Member Hunnicutt had been at the site and it was impressive to see the pilot maneuver and get the repairs done.

Mr. Shelton was overwhelmed that the City was able to have the type of technology available to complete the repair within two days. The other alternative considered was putting a road into the river, which would have been at least a 20-day process, heavily dependent upon weather.

Council Member Carter requested Mr. Shelton bring any time-sensitive equipment or vehicle purchase requests from all departments before Council at the August City Council meeting.

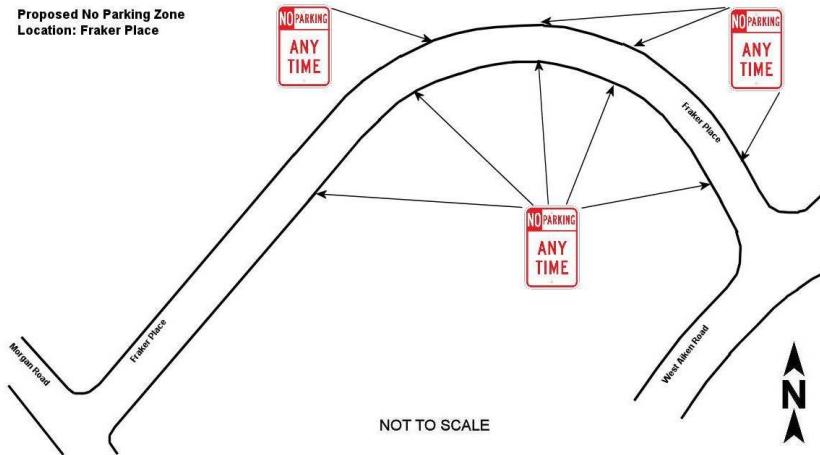
Mayor Hall stated that the Smith River sewer line repair was a major expense that was anticipated to financially impact the City. However, the N.C. General Assembly was able to find money in a bill that saved the City from possibly having to raise rates to fund the repair expense. He encouraged anyone that happened to see a local representative or the senator to thank them for their help with funding the project.

CONSENT AGENDA:

- a. Approval and adoption of the June 16, 2020 Minutes.
- b. Approval and adoption of an ordinance declaring a no parking zone on Fraker Place.

Sgt. Jim Robertson wrote in a memo that on June 17, the Police Department received a request for a traffic study in reference to placing 'No Parking' signs on Fraker Place from Council Member Jerry Epps. Fraker Place is a residential street with a prominent curve on the eastern end that creates a geographical "blind" spot for

vehicles traversing through the area. Vehicles parked along the south side of the street are not visible until motorists traveling east round the curve. Additionally, vehicles parked on the north side of Fraker Place create an obstacle that requires motorists to cross over into the opposite lane to avoid, which could cause a situation where motorists would not see one another in time to avoid a head-on collision. It was the recommendation of the Police Department to create a ‘No Parking’ zone in the curve of Fraker Place for both the north and south side of the street.



AN ORDINANCE DECLARING A NO PARKING ZONE
IN THE CURVE ON FRAKER PLACE

BE IT ORDAINED BY THE CITY COUNCIL of the City of Eden, North Carolina, pursuant to authority granted by N.C.G.S. § 160A-301 that:

Section 1 – The City Council of the City of Eden has determined that in order to ensure pedestrian and motor vehicle traffic safety, parking along the north side of Fraker Place westward from West Aiken Road for five hundred fifty (550) feet toward the intersection of Morgan Road and parking along the south side of Fraker Place seventy-five (75) feet eastward from Morgan Road to the intersection of West Aiken Road should be prohibited.

Section 2 – It shall be an infraction to park a motor vehicle on the north side of Fraker Place westward from West Aiken Road for five hundred fifty (550) feet toward the intersection of Morgan Road.

Section 3 – It shall be an infraction to park a motor vehicle on the south side of Fraker Place seventy-five (75) feet eastward from Morgan Road to the intersection of West Aiken Road should be prohibited.

Section 4 – Signs shall be placed, erected or installed on the north side of Fraker Place westward from West Aiken Road for five hundred fifty (550) feet toward the intersection of Morgan Road and on the south side of Fraker Place seventy-five (75) feet eastward from Morgan Road to the intersection of West Aiken Road.

Section 5 – The OFFICIAL TRAFFIC MAP of the City of Eden is hereby amended to conform with this Ordinance.

Section 6 – All ordinances in conflict with this Ordinance are hereby repealed.

Approved, Adopted, and Effective, this 21st day of July, 2020.

CITY OF EDEN

BY: Neville Hall, Mayor

ATTEST: Deanna Hunt, City Clerk

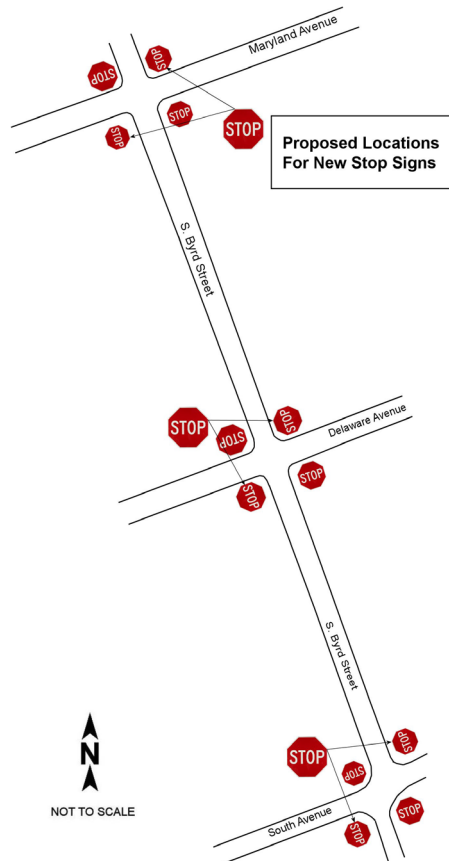
- c. Approval and adoption of an ordinance creating four-way stops on South Byrd Street at its intersections with Maryland, Delaware and South Avenues.

Sgt. Robertson wrote in a memo that on June 8, the Police Department received a request for a traffic study in reference to traffic calming on Maryland Avenue at the intersection of South Byrd Street from Chief Simpson. While conducting the traffic study on June 29, Sgt. Robertson received a request from Council Member Jerry Ellis to extend the study further along South Byrd Street to the adjoining intersections. South Byrd Street runs north to south and is part of a residential neighborhood where two fatal motor vehicle accidents had recently occurred at the intersection of South Byrd Street and Maryland Avenue. The geography in the neighborhood has an elevation gradient in that eastbound traffic flows “downhill.” Unintentional acceleration by motorists, when traveling eastbound, was a factor to consider. The addition of two more stop signs to govern eastbound and westbound traffic at each intersection of South Byrd Street at Maryland Avenue, Delaware Avenue, and South Avenue, which would create a four-way stop, may help alleviate the risk that these intersections present to motorists/cyclists/pedestrians. North Carolina General Statute 20-158(b) (1) reads as follows:

(b) Control of Vehicles at Intersections. –

(1) When a stop sign has been erected or installed at an intersection, it shall be unlawful for the driver of any vehicle to fail to stop in obedience thereto and yield the right-of-way to vehicles operating on the designated main-traveled or through highway. When stop signs have been erected at three or more entrances to an intersection, **the driver, after stopping in obedience thereto, may proceed with caution.**

It was the recommendation of the Police Department to place two new stop signs at each of the intersections of South Byrd Street (Maryland Avenue, Delaware Avenue, and South Avenue) for eastbound and westbound traffic, making the intersections each a four-way stop.



AN ORDINANCE REGULATING TRAFFIC ON SOUTH BYRD STREET
AT THE INTERSECTIONS OF MARYLAND AVENUE, DELAWARE AVENUE, AND SOUTH AVENUE

BE IT ORDAINED BY THE CITY COUNCIL of the City of Eden, North Carolina, pursuant to authority granted by N.C.G.S. § 160A-301 that:

Section 1 – The City Council of the City of Eden has determined that in order to ensure pedestrian and motor vehicle traffic safety, four (4) way stops shall be created at the intersections of South Byrd Street at Maryland Avenue, Delaware Avenue, and South Avenue.

Section 2 – Two new stop signs shall be placed, erected or installed along Maryland Avenue at its intersection with South Byrd Street directing traffic travelling east and west to stop before proceeding through the intersection.

Section 3 – Two new stop signs shall be placed, erected or installed along Delaware Avenue at its intersection with South Byrd Street directing traffic travelling east and west to stop before proceeding through the intersection.

Section 4 – Two new stop signs shall be placed, erected or installed along South Avenue at its intersection with South Byrd Street directing traffic travelling east and west to stop before proceeding through the intersection.

Section 5 – The OFFICIAL TRAFFIC MAP of the City of Eden is hereby amended to conform with this Ordinance.

Section 6 – All ordinances in conflict with this Ordinance are hereby repealed.

Approved, Adopted, and Effective, this 21st day of July, 2020.

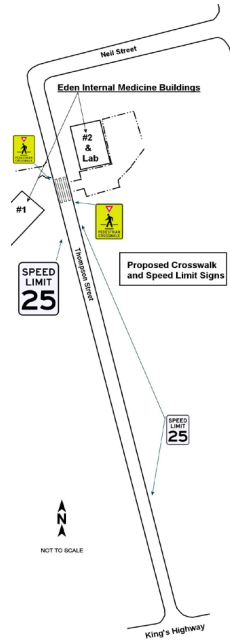
CITY OF EDEN

BY: Neville Hall, Mayor

ATTEST: Deanna Hunt, City Clerk

- d. Approval and adoption of ordinances to reduce the speed limit and to create a crosswalk on Thompson Street.

Sgt. Robertson wrote in a memo that in March, the Police Department received a request for a traffic study in reference to reducing the speed limit and establishing a crosswalk on Thompson Street by former Police Chief Greg Light. At the time of the request, Planet Fitness had just opened and an increased flow of traffic began to pervade the area as Thompson Street became a “shortcut” for motorists traveling from Van Buren Road to King’s Highway/Kingsway Plaza. Also of concern, Eden Internal Medicine had two buildings on opposite sides of Thompson Street and patients/employees would tend to walk from one side of the street to the other on a frequent basis. Although traffic flow had diminished due to COVID-19 restrictions, it could be anticipated that the traffic flow would return once restrictions were lifted. It was the recommendation of the Police Department to reduce the speed limit on Thompson Street from thirty-five (35) MPH to twenty-five (25) MPH and to establish a pedestrian crosswalk across Thompson Street in the vicinity of Eden Internal Medicine.



AN ORDINANCE ESTABLISHING A CROSSWALK ON THOMPSON STREET

BE IT ORDAINED BY THE CITY COUNCIL of the City of Eden, North Carolina, pursuant to authority granted by N.C.G.S. § 160A-300 that:

Section 1 – The City Council of the City of Eden has determined that in order to ensure pedestrian and motor vehicle traffic safety a crosswalk shall be established on Thompson Street extending in an eastwardly and westwardly direction across Thompson Street. The crosswalk shall be seventy-five (75) feet wide from north to south and shall be centered on the driveway to the Edin Internal Medicine #2 Building and Lab located on the east shoulder of Thompson Street.

Section 2 – The location and boundaries of the crosswalk shall be marked on the pavement of Thompson Street.

Section 3 – Signs shall be placed, erected or installed north and south of the crosswalk on the east and west sides of Thompson Street giving notice to vehicles traveling north and south on Thompson Street that they are required to yield the right of way to pedestrians crossing the roadway within the marked crosswalk.

Section 4 – It shall be an infraction for the operator of a motor vehicle traveling north or south on Thompson Street to fail to yield the right of way to any pedestrian within the marked crosswalk.

Section 5 – The OFFICIAL TRAFFIC MAP of the City of Eden is hereby amended to conform with this Ordinance.

Section 6 – All ordinances in conflict with this Ordinance are hereby repealed.

Approved, Adopted, and Effective, this 21st day of July, 2020.

CITY OF EDEN

BY: Neville Hall, Mayor

ATTEST: Deanna Hunt, City Clerk

AN ORDINANCE REDUCING THE SPEED LIMIT ON THOMPSON STREET FROM
W. KING'S HIGHWAY NORTHWARD TO NEIL STREET

BE IT ORDAINED BY THE CITY COUNCIL of the City of Eden, North Carolina, pursuant to authority granted by N.C.G.S. § 20-141(e) that:

Section 1 – The City Council of the City of Eden has determined that operation of a motor vehicle Thirty-Five (35) miles per hour on Thompson Street from W. King’s Highway northward to Neil Street is greater than is reasonable and safe under the conditions existing upon Thompson Street from W. King’s Highway northward to Neil Street.

Section 2 – Operating a motor vehicle on Thompson Street from W. King’s Highway northward to Neil Street in excess of Twenty-Five (25) miles per hour shall be enforceable in accordance with N.C.G.S. § 20-141.

Section 3 – Signs shall be placed, erected or installed on each side of Thompson Street from W. King’s Highway northward to Neil Street giving notice of the speed limit to traffic traveling in each direction on said road.

Section 4 – The OFFICIAL TRAFFIC MAP of the City of Eden is hereby amended to conform with this Ordinance.

Section 5 – All ordinances in conflict with this Ordinance are hereby repealed.

Approved, Adopted, and Effective, this 21st day of July, 2020.

CITY OF EDEN

BY: Neville Hall, Mayor

ATTEST: Deanna Hunt, City Clerk

- e. Approval to amend the 2020-21 Grade and Positions to include a full-time Information Technician.

This item was moved to New Business (10c) to allow for clarification of the item.

- f. Approval to award the annual wood grinding contract to Williams Logging & Chipping.

Mr. Curry wrote in a memo that the Solid Waste Division typically solicited for the annual Wood Grinding Contract to grind and haul away all of the wood debris into mulch that was collected from around the City throughout the year. Bids were received for this project in June from the following vendors: Williams Logging & Chipping - \$67,000.00; A-1 Sandrock Inc. - \$67,500.00; and Timberland Mulch & Farms - \$116,000.00. It was the recommendation of the Solid Waste Division that the contract be awarded to Williams Logging & Chipping.

- g. Approval of a position classification change in Planning & Inspections.

This item was removed from the agenda to allow discussion be held first with the new City Manager in regards to changes in positions and classifications.

- h. Approval of a Storm Staging Area Agreement at Freedom Park with Duke Energy.

Parks and Recreation Director Johnny Farmer wrote in a memo that the City of Eden was approached by Duke Energy to use the overflow parking lot at Freedom Park as a ‘storm staging area’ to restore electrical power resulting from storm damage. City staff, as well as the City Attorney, reviewed the agreement and did not foresee any problem entering into the agreement. Duke Energy has always been a very valuable corporate citizen and had partnered with the City in activities in the past. This would be another working relationship between the City of Eden and Duke Energy, striving to provide the best possible services to the citizens of Eden and surrounding areas. It was the recommendation of City staff to enter into the Storm Staging Area Agreement with Duke Energy for use of the overflow parking lot at Freedom Park.

- i. Approval of a proposed booster pump station replacement by Dan River Water, Inc., off Mt. Carmel Church Road.

Director of Engineering Bev O'Dell wrote in a memo that Mike Lemons, Utility Supervisor for Dan River Water, Inc., requested City Council grant approval for the proposed replacement of the booster pump station located on the east side of Mount Carmel Church Road, near the intersection with Hampton Road. Preliminary plans for the project were prepared by William E. Mitchell Associates. Approval of the proposed improvement was requested in accordance with the water purchase agreement between the City of Eden and Dan River Water, Inc. The improvements were intended to replace aging equipment and improve the reliability of delivering water to existing Dan River Water, Inc. customers. The new pump station building would be located north of the existing booster pump station, and northeast of their existing 250,000 gallon standpipe. It was recommended by Mr. O'Dell that the proposed replacement of the Dan River Water, Inc. facility off of Mt. Carmel Church Road be allowed to take place.

- j. Approval and adoption of a resolution in support of applying to the N.C. Department of Commerce Rural Division for approval of a Building Reuse Grant to benefit Hutchens Holdings.

Director of Economic Development Mike Dougherty wrote in a memo that Ron Hutchens, CEO of Night Owl National Contractors, had purchased the Eden Mall property. Initially, he planned to rehabilitate the roof, paint the exterior, and clean up the exterior foliage. His latter plans included a new fabrication facility and space for professional companies with no retail being planned for the facility. The property was purchased under the entity, Hutchens Holdings. The City of Eden will seek a NC Department of Commerce Building Reuse Grant to help defray the upfit costs of the fabrication facility that will include considerable investment, as well as jobs. The resolution is in support of the grant application that will be submitted in October for consideration by the NC Rural Infrastructure Authority in December.

RESOLUTION IN SUPPORT OF APPLYING TO THE
N.C. DEPARTMENT OF COMMERCE RURAL DIVISION
FOR APPROVAL OF A BUILDING REUSE GRANT TO BENEFIT HUTCHENS HOLDINGS

WHEREAS, the Eden City Council has previously indicated its desire to assist in economic development efforts within the City; and,

WHEREAS, the Eden City Council wishes the City to pursue a formal application with the N.C. Department of Commerce Rural Division Building Reuse funding to benefit Hutchens Holdings and will invest monies in the amount of 5 percent of the grant amount (up to \$25,000) toward proposed renovations as committed to the application; and,

WHEREAS, the Eden City Council certifies it will meet all statutory requirements of the Program,

NOW THEREFORE, be it resolved by the Eden City Council that:

Upon receipt of the Grant Agreement for the 2020 Building Reuse Project by the N.C. Department of Commerce Rural Division, the Eden Mayor and/or City Manager are hereby authorized to proceed with the execution of documents and return them to the funding agencies in the interest of proceeding with the grant execution.

The Eden Mayor and/or City Manager are hereby authorized to execute daily grant related documentation which includes documentation such as the grant agreement, general correspondence between the City and the proposed business and/or the funding agency (as necessary). Any documentation which reflects a change in the original scope of work and/or amendment related activities must be brought before the Eden City Council for approval.

NOW THEREFORE BE IT RESOLVED by the Eden City Council that the City of Eden is authorized to submit a formal application to the N.C. Department of Commerce Rural Division for approval of a Building Reuse Grant to benefit Hutchens Holdings.

Adopted this 21st day of July, 2020 in Eden, N.C.

CITY OF EDEN

BY: Neville Hall, Mayor

ATTEST: Deanna Hunt, City Clerk

- k. Approval and adoption of a resolution and agreement for NC 401(k) and NC 457 plans.

Assistant Director of Finance Amy Winn wrote in a memo that as a part of the new City Manager's contract, Council agreed to make available to the employees of the City of Eden, the NC 457 Plan administered by Prudential. The plan does not require the City to make any contributions to the plan, but would be available for employees to make contributions to.

RESOLUTION FOR NC PUBLIC EMPLOYEE DEFERRED
COMPENSATION PLAN – NC 457 TO BE AVAILABLE TO ALL EMPLOYEES

WHEREAS, the City of Eden wishes to provide a qualified defined contribution plan to the employees of the City of Eden.

AND WHEREAS, the State of North Carolina has established the North Carolina Public Employee Deferred Compensation Plan, a qualified governmental Deferred Compensation Plan under Internal Revenue Code § 457(b) for public employees of North Carolina.

THEREFORE, be it resolved that the City of Eden has adopted the North Carolina Public Employee Deferred Compensation Plan also known as NC Deferred Comp. under the terms of the Plan Document and the Third-Party Administrator Agreement. All employees shall become eligible to defer compensation immediately.

Signed this 21st day of July, 2020.

CITY OF EDEN

BY: Neville Hall, Mayor

ATTEST: Deanna Hunt, City Clerk

A copy of the NC 401(k) plan agreement is on file in the Clerk's office.

Council Member Moore made a motion to approve the consent agenda. Council Member Carter seconded the motion. All members voted in favor of the motion. The motion carried.

ANNOUNCEMENTS:

Mayor Hall thanked those watching the Council meeting via livestream and for staying involved by reaching out with questions or concerns.

Council Member Ellis stated his appreciation to Chief Simpson for his police officers who were commended for their involvement in the fire rescue of Luke Lily and stated he was glad for the family as well.

CLOSED SESSION:

- a. To discuss economic development pursuant to NCGS 143-318.11(a)(4).

A motion was made by Council Member Hampton to go into closed session. Council Member Carter seconded the motion. All members voted in favor of the motion. The motion carried.

Minutes of the July 21, 2020 meeting of the City Council, City of Eden:

A motion was made by Council Member Hampton to return to open session. Council Member Epps seconded the motion. All members voted in favor of the motion. The motion carried.

ADJOURNMENT:

As there was no further business to discuss, a motion was made by unanimous consent to adjourn.

Respectfully submitted,

Deanna Hunt
City Clerk

ATTEST:

Neville Hall
Mayor



To: Honorable Mayor and City Council

Thru: Jon Mendenhall, City Manager

From: Amy P. Winn, CPA
Assistant Director of Finance

Date: August 18, 2020

Re: Budget Amendment # 1

The attached budget amendment transfers money from the drug forfeiture account to the General Fund to cover the purchase of a portable, battery-operated speed sign in the drug forfeiture line item. The balance in the drug forfeiture account prior to this purchase is \$40,380.94.



MEMORANDUM

To: Honorable Mayor and City Council
Thru: Jon Mendenhall, City Manager
From: Amy P. Winn
Assistant Director of Finance
Date: August 18, 2020
Subject: Budget Amendment # 1

	Account #	From	To	Amount
General Fund Revenues				
Fund Balance Approp - Federal Forfeiture	10-3991-99200	\$ -	\$ 3,000.00	<u>\$ 3,000.00</u>
General Fund Expenditures				
Police C/O Equip - Drug Forfeiture	10-4310-57200	\$ -	\$ 3,000.00	<u>\$ 3,000.00</u>

Appropriates from Drug Forfeiture proceeds for the purchase of a portable, battery-operated speed sign.

Adopted and effective this 18th day of August, 2020.

Attest:

Deanna Hunt, City Clerk

Neville Hall, Mayor



EDEN FIRE DEPARTMENT

MEMO

To: Honorable Mayor and Council
Thru: Jon Mendenhall, City Manager
From: Tommy Underwood, Fire Chief
Date: July 29, 2020
Subject: Donation of outdated turnout gear

I am recommending that the Eden Fire Department donate our outdated turnout gear to Southeast Technical High School located in New Hanover County. This school is starting a new program and needs assistance.

Attached you will find our list includes 17 turnout coats, 23 pants, 6 hoods, 2 helmets and 14 pairs of boots to be donated. The school will sign the attached release form for the donated items, relieving the City of any liability.

Our local college and high school have both said they are not in need of anything at this time.



RESOLUTION TO DONATE PERSONAL PROPERTY

WHEREAS, the City of Eden Fire Department owns turnout gear that has aged out of use for the Department, consisting of 17 coats, 23 pants, 6 hoods, 2 helmets and 14 pair of boots, as show on the following exhibit, hereinafter referred to as the property; and

WHEREAS, the City of Eden Fire Department has purchased new gear and has no further use for this property; and

WHEREAS, the City of Eden recognizes that the property has been rendered surplus and unused; and

WHEREAS, the City of Eden desires to donate the aforementioned surplus and unused property to Southeast Technical High School located in New Hanover County for its fire education program pursuant to NCGS 160A-280; and

WHEREAS, the City of Eden in no way guarantees the quality, fitness of purpose or effectiveness of this property, and in no way does the City of Eden endorse this type or brand of apparatus, and the City of Eden has made this disclaimer known to the Southeast Technical High School and has obtained a wavier of claims and liabilities from the school; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Eden that the used the turnout gear consisting of 17 coats, 23 pants, 6 hoods, 2 helmets and 14 pair of boots, as shown on the following exhibit, be deemed surplus and unused and that they be donated to Southeast Technical High School for its fire education program.

APPROVED, ADOPTED AND EFFECTIVE this 18th day of August, 2020.

CITY OF EDEN

By: _____
Neville Hall, Mayor

Attest:

Deanna Hunt, City Clerk

PPE Removed From Service

Nov-19

PANTS					
Brand	Serial #	efd #	Size	Reason	
Fire Master	2000PS7012KAALL	2006-63	38 R	Out of Date	
Fire Master	2000PX262KA33LL	2008-61	38 S	Out of Date	
Fire Master	2000PX268KA53LL	2008-85	42 L	Out of Date	
Fire Master	2000PX267KA53LL	2008-103	42 R	Out of Date	
Fire Master	2000PX265KA53LL	2008-75	56 L	Out of Date	
Fire Master	2000PX269KA53LL	2008-77	44 R	Out of Date	
Fire Master	2000PS696KAALL	N/A	42 R	Out of Date	
Globe GXCEL	3916036	2009-021	36X28	Out of Date	
Globe GXCEL	3916045	2009-002	38X30	Out of Date	
Globe GXCEL	3916052	2009-020	46X30	Out of Date	
Globe GXCEL	3916044	2009-028	36X30	Out of Date	
Globe GXCEL	3951967	2010-33	34X30	DAMAGED	
Globe GXCEL	3916058	2009-014	38X32	Out of Date	
Globe GXCEL	3916646	2009-010	36X30	Out of Date	
Globe GXCEL	3916038	2009-006	40X28	Out of Date	
Globe GXCEL	3916064	2009-008	46X34	Out of Date	
Globe GXCEL	3916065	2009-011	50X34	Out of Date	
Globe GXCEL	3916056	2009-029	50X30	Out of Date	
Globe GXCEL	3916057	2009-009	52X30	Out of Date	
Globe GXCEL	3916043	2009-024	56X28	Out of Date	
Globe GXCEL	4248755	N/A	38X34	Damaged	
Globe GXCEL	3916041	2009-017P	50X28	Out of Date	
Globe GXCEL	3916054	2009-026	48X30	Out of Date	

BOOTS					
Brand	Serial #	efd #	Size	Reason	
Leather	LS000098559	N/A	9	Out of Date	
Leather	WP310712710	N/A	10.5	Out of Date	
Leather	LS000102676	N/A	10	Out of Date	
Leather	LS000010940	N/A	9.5	Out of Date	
Leather	WP310731077	N/A	12	Out of Date	
Leather	No # present	N/A	11	Out of Date	
Leather	No # present	N/A	16W	Out of Date	
Rubber	No # present	N/A	10.5	Out of Date	
Rubber	No # present	N/A	12	Out of Date	
Rubber	No # present	N/A	14	Out of Date	
Rubber	No # present	N/A	12	Out of Date	
Rubber	No # present	N/A	11.5	Out of Date	
Rubber	No # present	N/A	11	Out of Date	
Rubber	No # present	N/A	8	Out of Date	
HOODS		GLOVES		Reason	
NOMEX	6	ASSORTED	8	Out of Date	

The Southeast Technical High School, New Hanover County understands and agrees that the City of Eden and the City of Eden Fire Department (City), by Resolution dated August 18 2020, are donating to it used turnout gear equipment, more specifically described in said Resolution.

The Southeast Technical High School, New Hanover County understands that the turnout gear equipment to be donated has outlived its usage and is past the recommended date for firefighting. Such equipment will serve for training purposes at Southeast Technical High School, New Hanover County. The Southeast Technical High School also understands that the City of Eden in no way guarantees the quality, fitness of purpose or effectiveness of this equipment vests, and in no way does the City of Eden endorse this type or brand of equipment.

The Southeast Technical High School, New Hanover County for in and consideration of this equipment do hereby fully and completely release the City, and all of their employees, officers and agents from any and all personal injuries, including death and property damages and all claims, liabilities, demands, damages, causes of actions, suits, costs, expenses, attorney fees and interest, known or unknown, which it may now have or hereafter have arising directly or indirectly out of or related to the City's donation of the turnout gear equipment.

The Southeast Technical High School, New Hanover County for in consideration of this equipment does hereby promise to use this turnout gear equipment for the benefit of the public and agrees that at any time the turnout gear ceases to be used for the public benefit, ownership will revert to the City of Eden.

By: _____ Date: _____

Michelle Whitaker
Program Coordinator for Fire/Rescue Services, Southeast Technical High School, New Hanover County

CITY OF EDEN – MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

THRU: TERRY SHELTON, CITY MANAGER

FROM: ERIN GILLEY, CITY ATTORNEY

DATE: AUGUST 7, 2020

SUBJECT: CITY OF EDEN AND CITY OF DANVILLE WATER AND SEWER AGREEMENTS

The City entered into two separate agreements with the Pittsylvania County Service Authority (PCSA) in which the City would be assured that it would be the primary provider of wastewater and water to the Southern Virginia Mega Site at Berry Hill once a user locates there. These agreements were enacted in 2011 (wastewater) and 2019 (water).

These agreements were enacted prior to construction on these lines, so that the City would have contractual assurance that it would be the primary providers for these services and generate sufficient revenue to recoup its costs and benefit financially once users located in the park.

At the time of enactment, the Pittsylvania County Service Authority (PCSA) had the jurisdiction and authority to regulate the water and wastewater at the Mega Site. This authority has now been transferred to the City of Danville. As a result, these agreements were edited to replace the PCSA with the City of Danville. These agreements both run for 20 years and commence once a user is located and begins using the City service. An additional term was put in the agreement that if either party wanted to terminate the agreement after the initial term, that it would need to give the other party 5 years notice.

Staff recommends that you approve these two agreements, so that the City of Eden and the City of Danville will be contractually bound, giving the City contractual assurance that it will be the primary water and wastewater provider of the Park. Please do not hesitate to contact me if you should have any questions.

SOUTHERN VIRGINIA BERRY HILL INDUSTRIAL PARK WASTEWATER AGREEMENT

THIS AGREEMENT made and entered into this 31st day of July, 2020 by and between the City of Danville, Virginia, (Danville”) a municipal corporation of the Commonwealth of Virginia and the City of Eden, North Carolina, (“Eden”), a municipal corporation in Rockingham County, North Carolina.

WITNESSTH:

WHEREAS, Eden owns and operates a municipal wastewater treatment plant and wastewater collection system and furnishes wastewater treatment as a public service within the City of Eden and to certain nearby areas; and

WHEREAS, Danville is an owner of record for the Danville-Pittsylvania Regional Industrial Facility Authority’s (“RIFA”) 3,500 acre Berryhill Mega Park, (“Park”); and

WHEREAS, Eden has received certain information from Danville encouraging Eden to construct a sixteen inch diameter sewer force main along North Carolina Highway 770 from the current extent of Eden’s wastewater collection system to the North Carolina / Virginia State line; and

WHEREAS, Eden is the designated recipient of a \$769,000 Golden LEAF Foundation grant for construction of a sewer force main to serve the Park; and

WHEREAS, Eden anticipates an additional contribution of \$1,000,000 in local funds toward the construction of the sewer force main to serve the Park; and

WHEREAS, Eden and Danville have agreed that upon successful conclusion of Eden’s construction of the aforementioned sixteen inch sewer force main that Eden shall reserve and make available only to Danville except as otherwise expressly provided herein, during the term of this Agreement certain maximum daily gallonages of wastewater treatment capacity for the sole use of Danville in connection with the Park, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, Eden and Danville do hereby agree as follows:

1. Sole Source. Eden will be the sole source of wastewater treatment for the Park during the term of this Agreement to the maximum gallonage of wastewater treatment capacity on the terms and conditions set for hereinafter.
2. Force main. The sixteen inch force main to be constructed along North Carolina Highway 770 from the current extent of Eden's wastewater collection system to the North Carolina / Virginia State line shall be owned, operated, and maintained by Eden.
3. Wastewater Delivery. Danville shall be responsible for pumping wastewater from the Park into the force main at the state line at sufficient pressure to cause its transport through the force main to Eden's wastewater collection system. At no time shall Danville cause the pressure in the force main to exceed the force main's designed operating capacities for volume, velocity, or pressure.
4. Industrial Wastewater Permits. Danville shall apply to Eden for an Industrial Wastewater Discharge Permit prior to commencement of pumping of wastewater through the force main. Danville shall be responsible for maintaining compliance with the most current Federal and State standards for permitting industrial dischargers within the Park. As the characteristics of the wastewater from the Park change as industrial dischargers are added or removed Danville shall apply to Eden and Danville shall at all times cooperate fully to maintain compliance with all applicable Federal and State wastewater regulations.
5. Maximum Gallonages. Eden agrees to receive and make continuously available to Danville 3.0 million gallons per day of wastewater treatment capacity. Danville agrees to limit the rate at which wastewater pumped to Eden to a maximum instantaneous rate of 3.0 million gallons per day. Eden shall install a Mag meter for measurement of flow delivered to Eden receiving point. The meter shall be installed and located at the Virginia / North Carolina state line. The cost of procurement and installation of the meter shall be shared equally by Eden and Danville; however, Eden shall control the design and specification of the meter. Eden shall also maintain, calibrate and retain and retain ownership of the meter.
6. Wastewater Treatment Standards. The wastewater treatment quality standards provided by Eden to Danville shall conform at all times to all existing quality requirements adopted from time to time by the North Carolina Department of Environment and Natural Resources and other applicable Federal and State standards relative to treated wastewater effluent.
7. Subsequent Contract Amendments. At such time as there is a viable customer in the Park Eden and Danville will enter into rate development negotiations. No fees shall be due from Danville to Eden until such time as there is actually flow being sent to Eden's treatment facility.

8. Rate Development. The rate to be paid from Danville to Eden for wastewater treatment services shall be developed cooperatively by Danville and Eden and shall be based on sound engineering and management principles. Prior to commencing wastewater operations and flow from the Park, the parties shall develop the initial rate (Initial Rate”) which shall not exceed 1.15 times the audited cost of treatment (“Audited Cost of Treatment”) for Eden’s wastewater service, calculated based upon the following components from Eden’s most current fiscal year financial audit:

- a. Routine operating costs at Eden’s Wastewater Treatment Plant (“WTP”) to include, but not be limited to, salary and benefits of WTP employees, utilities, chemicals, permits, supplies, and other related items integral to the operation of the WTP;
- b. Capital expenditures incurred at the WTP which represent plant-related improvements occurring less frequently than annually, which are included in Eden’s long range Capital Improvement Plan (“CIP”), and which are paid from City funds or financed by Eden, to include, but not limited to, pump and valve replacements, monitoring and/or testing equipment replacement, backwash lagoon dredging, roof replacement, and other plant-related items included in CIP;
- c. Debt service expenditures for the WTP, to include principal, interest, and associated financing fees incurred by Eden for the WTP utilizing outside funding or loan sources;
- d. The portion of the wastewater Collection and Distribution System budget attributable to Eden’s Railroad Pump Station and those force and gravity mains used to transport wastewater from the Park; and
- e. Capital improvements and debt service for improvements of Eden’s Railroad Pump Station and the wastewater force and gravity mains used to transport wastewater from the Park.

The total annual cost of components (a) through (e) above shall then be divided by the total volume of wastewater then estimated to be treated for the applicable fiscal year to determine a per 1,000 gallon cost.

9. Rate Adjustments. Eden shall review the rate annually to ensure that it continues to be representative of the actual cost of delivering wastewater treatment services. Eden may modify its projected sewer rate charged to Danville hereunder on an annual basis to reflect its budgeted or other projected costs for the upcoming fiscal year. Eden shall annually adjust the Danville’s prior year charges for wastewater hereunder based on a rate calculated with reference to and not to exceed 1.15 times Eden’s actual Audited Cost of Treatment for that fiscal year. Any such adjustments shall be based upon Eden’s audited financial records and shall be made within a reasonable period of time following its receipt of such audited financial information. Any such adjustments shall be reflected as a credit or surcharge, as appropriate, on the next following billing cycle or as otherwise

mutually agreed to between the parties. Eden further agrees to provide to Danville and its designated agents reasonable access during normal business hours to those financial records for purposes of Danville verifying Eden's projected or actual rates as determined hereunder.

10. Additional Unit Operational Costs. As the Park is populated and the constituent nature of the various wastewater discharges is known it may be necessary to consider additional operational costs that may include but not be limited to surcharges for such wastewater stream constituents as biochemical oxygen demand, chemical oxygen demand, suspended solids, dissolved solids and color. When new or additional wastewater quality requirements or limits have been established by Federal or State regulating agencies, Eden will develop an appropriate system to assure that such required quality standards are met. The development of these required system(s) may result in capital expenditures and/or operational increases that may require a rate adjustment in accordance with paragraph 8 above.
11. Early Stage of Park Development. During the early stages of development of the Park it is understood that utilities extended to the initial industrial customer will be sized to accommodate the development of the entire park. Consequently, debt retirement associated with these utilities may not be able to be fully incorporated into the rate structure during this initial phase. In this situation it will be the intent of both parties of this agreement to develop financial strategies that will result in a competitive rate structure that can be offered to industrial customers while allowing for subsequent delayed rate adjustments including an increase or decrease in the volume of wastewater discharged, that will allow both parties to obtain full compensation for such debt as the Park builds out. Nothing in the Agreement shall preclude Eden and Danville from agreeing upon a different rate calculation or reduced rates to accommodate significant generators of wastewater who locate within the Park.
12. Temporary Interruptions. Eden shall not be liable for temporary interruption of wastewater treatment service pursuant to this Agreement by reason of fire, flood, strikes or other labor disturbances, regulations or directives of any governmental authority, shortages of fuel, power or raw materials or the inability to obtain supplies, failure of normal sources of supplies, inability to obtain or delays in transportation facilities, any Act of God or other reason beyond the reasonable control of Eden.
13. Term. This agreement is entered into pursuant to the provisions of Article 16 Chapter 160A of the North Carolina General Statutes. Subject to termination as provided, the initial term of this Agreement shall be for a period of twenty (20) years commencing at such time when there is actual flow sent to Eden's wastewater treatment facility. Upon agreement of both parties this agreement may be renewed for additional terms of twenty (20) years.
14. Notices. All notices required or permitted to be given under this Agreement shall be delivered in person or given by certified mail, return receipt requested. Notices

shall be effective as of the date of depositing in the United States mail. All notices shall be addressed or delivered as follows or to such other addressees or addresses as the parties may from time to time designate in writing:

- a. To Eden: City Manager
City of Eden
P.O. Box 70
Eden, NC 27289.0070
- b. To Danville: Ken Larking, City Manager
City of Danville, Virginia
427 Patton Street
Danville, VA 24541

- 15. Effect. This Agreement shall take effect as of the date of execution hereof by both Danville and Eden and shall supersede and replace any prior implied or express agreements. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 16. Construction. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina. IN WITNESS WHEREOF, this Agreement is executed on behalf of the City of Eden by the Mayor of Eden, and by the City Clerk, pursuant to authority duly given by Eden City Council and on behalf of the City of Danville by the City Manager of the City of Danville, Virginia, and by the City Clerk, pursuant to authority duly given by Danville City Council, all as of the date first above written.

CITY OF DANVILLE, VIRGINIA

By: Ken Larking
City Manager

WITNESS:

Susan M. DeWitt
City Clerk

Approved as to form:

[Signature]
City Attorney

CITY OF EDEN, NORTH CAROLINA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

THIS AGREEMENT made and entered into this 31st day of July, 2020, by and between the City of Danville, Virginia, ("Danville"), a municipal corporation of the Commonwealth of Virginia, and the City of Eden, ("Eden"), a municipal corporation in Rockingham County, North Carolina.

WITNESSETH:

WHEREAS, Eden owns and operates a municipal water treatment plant and water distribution system, and furnishes potable water as a public service within the City of Eden and to certain nearby areas; and

WHEREAS, Danville is a municipal corporation of the Commonwealth of Virginia and whose service area includes the Danville-Pittsylvania Regional Industrial Facility Authority's ("RIFA") 3,500 acre Southern Virginia (SoVa) Mega Site at Berry Hill located on Berry Hill Road, Pittsylvania County, Virginia ("the Park"); and

WHEREAS, Eden and Danville anticipate industries to locate in the Park and to utilize significant quantities of potable water;

WHEREAS, based on this anticipation, Eden is considering appropriation of a substantial amount of money to construct a twenty (20) inch diameter water main along North Carolina Highway 770 from the current extent of the Eden's water distribution system to the North Carolina / Virginia State line from which Danville would receive potable water for distribution and use in the Park; and

WHEREAS, Eden has been designated a recipient of an Economic Development Administration grant and other sources of funding in loans and grants including North Carolina Department of Water Quality (DEQ) Water and Infrastructure Section for construction of a water main to serve Danville's needs related to the distribution of water within the Park; and

WHEREAS, Eden anticipates an additional contribution of \$2,200,000 in loans and other local funds toward the construction of the infrastructure and a water main to serve the Park; and

WHEREAS, Eden desires assurance that Eden will be the primary source of potable water for Danville's purchase for distribution within the Park during the term of this Agreement up to the maximum gallonages of potable water capacity in order to obtain full compensation, including any debt incurred for Eden's contribution toward the construction of a water main to serve Danville's distribution needs within the Park; and

WHEREAS, Danville desires assurance that Eden will deliver and make continuously available certain capacities of potable water to Danville for its distribution within the Park during the term of this Agreement on the terms and conditions hereinafter set forth; and

WHEREAS, Eden and Danville have agreed that upon successful conclusion of Eden's construction of the aforementioned twenty inch water main, Eden shall reserve and make available to Danville during the

term of this Agreement certain maximum daily gallonages of potable water capacity city for the sole use and purchase of Danville in connection with the Park, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, Eden and Danville do hereby agree as follows:

1. Primary Source. Eden will be Danville's primary source for the Southern Virginia Mega Site at Berry Hill, though not necessarily the sole source, of potable water for distribution within the Park during the term of this Agreement up to the maximum gallonage of potable water capacity on the terms and conditions set forth hereinafter. However, upon occupancy of the Park by the first industrial customer(s) during which water demands may not be adequate to maintain potable water quality with both Danville and Eden serving the Park, Danville shall serve as the primary source until minimum demand, Demand Stage 2 as specified in Paragraph 5, is reached on a consistent basis. When such minimum demand is achieved, the supply of water to the Park shall be shared proportionally by the parties as indicated in Paragraph 5.
2. Water Main. Eden shall construct at its expense a twenty (20) inch water main and accompanying infrastructure along North Carolina Highway 770 from the current extent of the Eden's water distribution system to the North Carolina/Virginia state line sufficient to meet the water delivery and related requirements set forth herein (collectively, the "Water Main") which Water Main shall be owned, operated, and maintained by the Eden.
3. Potable Water Delivery. Eden shall be responsible for pumping water to the North Carolina/Virginia state line via the Water Main at sufficient and reasonable pressure through the main to Danville's water system. At no time shall Eden cause the pressure to exceed the designed operating capacities for volume, velocity, or pressure of the Water Main or Danville's water system for the Park.
4. Maximum Gallonages and Metering. Eden agrees to reserve and make continuously available to Danville up to 6 million gallons per day of potable water capacity. Eden shall install a meter (the "Meter") for proper measurement of flow delivered to the Danville receiving point. The Meter shall be installed and located at the Virginia/North Carolina state line. The cost of procurement and installation of the Meter shall be shared equally by Eden and Danville; however, Eden shall control the design and specification of the Meter, subject to the reasonable approval of Danville. Eden shall also maintain and retain ownership of the Meter and shall calibrate the Meter at least every two years or upon the request of Danville but not more frequently than once annually. The results of such calibration testing shall be made available to Danville. A calibration showing Meter accuracy not more than two percent (2%) above or below the test results shall be deemed accurate for purposes of this Agreement. In the event calibration testing discloses an inaccuracy, Eden shall correct the inaccuracy as promptly as reasonably possible and the bills for the three (3) months preceding the calibration shall be adjusted accordingly, unless otherwise agreed to by the parties. If the Meter fails to register for any period, the amount of water furnished, as determined by other information made available by the parties, shall be deemed to be the amount of water delivered. The Meter shall be read

on a monthly basis and Danville shall have reasonable access to the meter for purposes of verifying its readings.

5. Purchase of Water. In consideration of Eden’s agreement to supply Danville up to the maximum daily gallonages of treated water capacity set forth in Paragraph 4 at the rate provided in Paragraph 8, Danville agrees to begin purchasing water to serve the Park as soon as demand in the park is sufficient to allow both Danville and Eden to provide water without compromising water quality. Supply proportioning of the total water demand in the Park will be as summarized below in Table 5-1. Eden and Danville recognize that these proportioning quantities cannot be precisely maintained at all times but will represent supply for which both parties will strive to achieve. Every two months, the total delivered supply will be assessed and adjustments made in control strategies to compensate for the imbalance that may be found to have occurred. The minimum average daily demand represented in Demand Stage 2 represents an estimated minimum demand deemed necessary to allow both water systems to begin simultaneously supplying water to the Park. If at startup it is revealed that water quality compliance with applicable regulatory standards cannot be maintained, Eden and Danville will work cooperatively to develop operational changes, and if necessary, re-proportion supply to bring water quality into regulatory standards.

Table 5 -1			
Demand Stage	Park Water Demand (Average Daily Demand -- MGD)	Proportion of Supply	
		Eden	Danville
1	0 - 0.30	0	0 to 0.30
2	0.30 - 0.60	0.20 - 0.50	0.10
3	0.60 - 0.80	0.45 - 0.65	0.15
4	0.80 - 1.0	0.60 - 0.80	0.20
5	1.0 - 1.5	0.70 – 1.2	0.30
6	1.5 – 6.4	1.1 – 6.0	0.40
7	6.4 – 7.0	6.0	0.40 – 1.0

Subject to adjustments necessary to maintain water quality standards as set forth herein, Danville will begin purchasing water from Eden commencing at such time the average daily water demand in the Park consistently equals or exceeds the minimum demand indicated as Demand Stage 2 in Table 5-1, or on a date otherwise mutually agreed to by the parties hereto;

provided, however, that after delivery and distribution of water in the Park commences, in the event that circumstances concerning water demands within the Park change beyond Danville's reasonable control, including but not limited to (a) the failure of one or more Danville water customers in the Park to continue operations or (b) changes in Park customer processes which result in a significant reduction of potable water demand, the proportioning of supply as illustrated in Table 5-1 will be adjusted to the appropriate lower Demand Stage. Eden shall invoice Danville for the actual amount of water delivered as measured by the metering equipment, on a monthly basis during the term of this Agreement. The invoices shall reflect the gallons shown by the Meter for the period such invoices cover.

6. Water Quality Treatment Standards. The potable water treatment quality standards provided by Eden to Danville shall conform at all times to all existing drinking water quality standards and requirements adopted from time to time by North Carolina DEQ, the Virginia Department of Health, and other applicable Federal, state of North Carolina, and Commonwealth of Virginia agencies having jurisdiction over drinking water standards.
7. Subsequent Contract Amendments. At such time as there is a viable customer in the Park and funding for the Park is finalized, the Eden and Danville will finalize the rate based upon the criteria set forth in paragraph 8 below. No fees shall be due from Danville to Eden until such time as water is received by Danville at the delivery point for transmission to one or more of its customers.
8. Rate Development. The rate to be paid by Danville to Eden for potable water production and distribution shall be based on sound engineering, management, and accounting principles as developed and advised by Dewberry Engineering as of the date of this Agreement. The rate, which shall not exceed 1.15 times the audited cost of production/distribution ("Audited Cost of Production/Distribution") for Eden's water and shall be calculated based upon the following components from Eden's most current fiscal year financial audit:
 - a. Routine operating costs associated with Eden's Water Treatment Plant ("WTP") to include, but not be limited to, salary and benefits of WTP employees, utilities, chemicals, permits, supplies, and other related items integral to the operation of the WTP;
 - b. Capital expenditures incurred at the WTP which represent plant-related improvements occurring less frequently than annually, which are included in Eden's long range Capital Improvement Plan ("CIP"), and which are paid from Eden funds or financed by Eden, to include, but not necessarily be limited to, pump and valve replacements, monitoring and/or testing equipment replacement, pre-settling impoundment dredging, roof replacement, and other plant-related items included in CIP;
 - c. Recoupment of debt service expenditures for the construction of the 20 inch diameter water main to the Park, Debt service expenditures for the WTP, to include principal, interest, and associated customary financing fees incurred by Eden for the routine operation of WTP utilizing outside funding or loan sources but only to the extent not otherwise included or accounted for in (b) above or otherwise;
 - d. The portion of the Water Distribution System budget attributable to the Freedom Park Elevated Tank distribution mains used to transport water to the Park; and

The total annual cost of components (a) through (d) above shall then be divided by the total volume of water then estimated to be produced for the applicable fiscal year to determine a per 1,000 gallon cost.

9. Rate Adjustments and Annual Review. Eden may modify its projected water rate charged to Danville hereunder on an annual basis to reflect its budgeted or other projected costs for the upcoming fiscal year. Eden shall review rate(s) charged to Danville in the prior fiscal year annually within a reasonable period of time following the Eden's receipt of related audited financial information to ensure that such rate(s) are equal to 1.15 times Eden's actual Audited Cost of Production/Distribution for that fiscal year based on the components set forth in Paragraph 8 above. In the event a discrepancy is determined to exist between the rate(s) charged to Danville in the prior fiscal year and Eden's actual cost of production/distribution, prior charges shall be adjusted and reflected as a credit or surcharge, as appropriate, on the next following billing cycle or as otherwise mutually agreed to between the parties. Eden further agrees to provide to Danville and its designated agents reasonable access during normal business hours to those financial records for purposes of Danville verifying Eden's projected or actual rates as determined under Paragraph 8 and 9 hereof.
10. Additional Unit Operational Costs. When new or additional drinking water quality requirements or limits have been established by Federal or state of North Carolina or Virginia regulating agencies, Eden will develop an appropriate system to assure that such required quality standards are met. The development of these required system(s) may result in capital expenditures and/or operational increases that may require a rate adjustment in accordance with paragraph 8 above.
11. Early Stage of Park Development. During the early stages of development of the Park it is understood that utilities extended to the initial industrial customer will be sized in an effort to accommodate the reasonably anticipated development of the entire Park. Likewise, the rate structure is designed to accommodate the development of the entire Park. Nothing in this Agreement, however, shall preclude Eden and Danville from mutually agreeing upon a different rate calculation or reduced rates to accommodate subsequent water users who may locate within the Park.
12. Temporary Interruptions. Eden shall not be liable for temporary interruption of water delivery pursuant to this Agreement by reason of fire, flood, strikes or other labor disturbances, regulations or directives of any governmental authority, shortages of fuel, power or raw materials or the inability to obtain supplies, failure of normal sources of supplies, inability to obtain or delays in transportation facilities, any Act of God or other reason beyond the reasonable control of Eden.
13. Term. This agreement is entered into pursuant to the provisions of Article 16 Chapter 160A of the North Carolina General Statutes. Subject to termination as provided, the initial term of this Agreement ends twenty (20) years from the date that Danville receives water from Eden at the receiving point for transmission to one or more of its customers. Upon agreement of both parties, this Agreement may be renewed for additional terms of twenty (20) years. Either party must provide a minimum of five years notice of their intention to end this agreement.

14. Default and Remedies. A default of this Agreement shall mean a material failure to comply with any of the material provisions of this Agreement. This Agreement shall be enforceable by each party hereto by all remedies available at law or in equity, including but not limited to specific performance. Failure or delay to exercise any right, remedy or privilege hereunder shall not operate as a waiver of such right, remedy or privilege, nor prevent subsequent enforcement thereof.
15. Notices. All notices required or permitted to be given under this Agreement shall be delivered in person or given by certified mail, return receipt requested. Notices shall be effective as of the time of delivery except notices by certified mail, which shall be effective two (2) days following the date of deposit in the United States mail. All notices shall be addressed or delivered as follows or to such other addressees or addresses as the parties may from time to time designate in writing:
- a. To the City of Eden:
 - City Manager
 - City of Eden
 - P. O. Box 70
 - Eden, NC 27289-0070
 - b. To the City of Danville:
 - Ken Larking, City Manager
 - City of Danville, Virginia
 - 427 Patton Street
 - Danville, VA 24541
16. Effect. This Agreement shall take effect as of the date of execution hereof by both Danville and Eden and shall supersede and replace any prior implied or expressed agreements. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and assigns.
17. Construction. Except with respect to those water quality standards made applicable to the parties' arrangement hereunder, this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

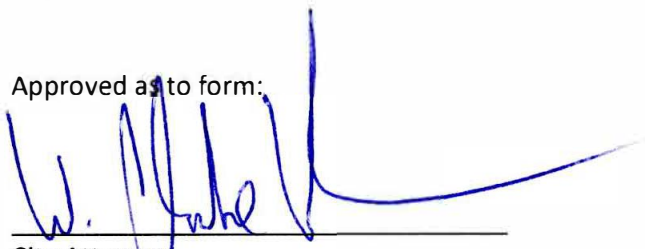
IN WITNESS WHEREOF, this Agreement is executed on behalf of Eden by the Mayor of the City of Eden, and by the City Clerk, pursuant to authority duly given by the City Council of the City of Eden and by the City Manager of the City of Danville, and by the City Clerk, pursuant to authority duly given by the City Council of the City of Danville, all as of the date first above written.

CITY OF DANVILLE, VIRGINIA

By: 
City Manager

ATTEST:


City Clerk

Approved as to form:

City Attorney

CITY OF EDEN, NORTH CAROLINA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney



Memo

To: Honorable Mayor and City Council
Thru: Jon Mendenhall, City Manager
From: Paul Dishmon, Director of Municipal Services
Date: August 10, 2020
Re: Job Description Change – Fleet Services

Municipal Services would like to request the combination of the Parts Clerk position and Mechanic I position into one. The Parts Clerk is a Pay Grade 5 and a Mechanic I is a Pay Grade 8. Due to the combining of the two positions we would like to request this be put into a Pay Grade 9. The combination of the two positions would mean the individual is responsible for the requirements as the Parts Clerk as well as being a Mechanic I would enable the individual to help in situations when needed on mechanical issues.

The combining of the two positions would make Fleet Services more efficient.

The new job description is attached.

Fleet Services Parts Clerk / Mechanic I

General Statement of Duties

Performs clerical and manual duties in the operation of an equipment parts room.
Performs semi-skilled mechanical work on a variety of automotive, construction and specialized equipment.

Distinguishing Features of the Class

Employees in this class are responsible for maintaining and updating equipment records; receiving, storing, and issuing materials and supplies; and unloading and loading equipment and materials for the respective operation. Work includes maintaining an inventory through manual or automated methods, ordering materials and supplies, and providing purchasing and stocking support for the assigned programs areas. Work requires accuracy and thoroughness in the record keeping duties. The employee performs automotive and mechanical work performing preventive maintenance on various vehicles/equipment in the city's fleet. The work requires operation of various test equipment and hand tools in order to support the work activities. Work is performed under the general supervision of the Fleet Maintenance Superintendent and is reviewed through on-site instructions, adherence to established purchasing and warehousing practices, observation, and review of records.

Duties and Responsibilities

Essential Duties and Tasks

Inventories materials and supplies in the parts room; initiates orders when inventory points are reached.

Receives, stores, and issues equipment, materials and supplies to City departments.

Loads and unloads supplies and materials.

Places incoming supplies in specific bins or assigned areas; makes necessary records and entries in the inventory system.

Conducts the periodic physical inventory of the contents of the parts room.

Operates necessary equipment to support the warehouse functions, i.e., forklift, computer, etc.

Maintains detailed and accurate records of the flow of materials and supplies through the parts room.

Maintains equipment used in the operation of the physical facility; physically cleans the warehouse or assigned work space.

Follows required guidelines for purchasing items for the inventory.

Answers the telephone and provides accurate information to vendors and the public.

Assists with custodian duties as needed.

Diagnoses, adjusts, repairs and services a variety of cars, heavy construction equipment, trucks, and related equipment.

Diagnoses, repairs and overhauls brakes, ignition and fuel systems, hydraulic systems, differentials, and front and rear axle assemblies.

Performs preventive maintenance work including tune ups, checking lights, tires, brake linings, wiper blades, horns, sirens, lights, suspensions, etc.

Operates equipment such as lift jacks, tire changers, air guns, battery chargers, wrenches, cutting torch, welding tools, cranes, air compressors, and other hand tools.

Fabricates replacement parts and metal for repairs to vehicles and equipment.

Changes, repairs and replaces tires; relines, replaces and checks brakes; realigns wheels and makes corrections using wheel alignment devices; repairs and mounts tires.

Lubricates, repairs, and replaces parts and filters; cleans and replaces spark plugs, installs radiator hoses, and replaces belts.

Performs electrical work on automotive equipment such as diagnosing electrical shorts, installing batteries and terminals, repairing and adjusting lights, and replacing wiring; tests electronic ignition systems and makes necessary repairs.

Performs state inspections on vehicles.

Cleans and arranges tools and garage area.

Performs related work as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Some knowledge of general stocking and supply operations.

Ability to follow established policies and procedures.

Ability to maintain, record, and keep accurate records.

Ability to obtain the N.C. Safety and OBD Certification to be able to inspect vehicles.

Ability to obtain a class B CDL license.

Ability to operate computer terminal, typewriter, forklift, and calculator.

Ability to establish and maintain effective working relationships with vendors, suppliers, and employees

Physical ability to perform lifting and manual tasks in the parts room.

Be courteous and respectful when a citizen calls with a complaint or question.

Working knowledge of the methods, tools, parts and equipment used in the repair of light automotive cars, trucks, and heavy construction and public safety equipment.

Working knowledge of gasoline and diesel engine operation

Working knowledge of electrical, air, hydraulic, vacuum, and brake systems.

Working knowledge of the occupational hazards and related safety precautions of the class.

Skill in the use and operation of tools and machinery used in automotive repair work.

Ability to diagnose mechanical problems and to detect by inspection any worn or broken parts.

Ability to read and understand service manuals and schematic drawings.

Ability to operate vehicles safely.

Ability to follow oral and written instructions accurately.

Ability to establish and maintain effective working relationships with coworkers and supervisors.

Physical Requirements

Must be able to physically perform the basic life operational functions of climbing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting,

fingering, grasping, feeling, talking, hearing, and repetitive motions.

Must be able to perform heavy work exerting up to 100 pounds of force occasionally, 50 pounds of force frequently; and/or up to 20 pounds of force constantly to move objects.

Must possess the visual acuity to prepare and use figures, operate a computer terminal, and operate a forklift safely.

Desirable Education and Experience

Graduation from high school and some experience in computers, warehousing, stockroom or store operation preferably in an automated environment; or an equivalent combination of education and experience. Have worked in mechanical and/or electrical trade skills, and considerable related experience in repairing automotive, construction, and specialized equipment; or an equivalent combination of training and experience

Special Requirement

Possession of a valid driver's license

City of Eden Application

Pre-employment drug screen