

CITY OF EDEN, N.C.

The regular meeting of the City Council, City of Eden, was held on Tuesday, February 20, 2001 at 7:30 p.m. in the Council Chambers, 338 East Stadium Drive. Those present for the meeting were as follows:

|  |                    |
|--|--------------------|
| Mayor:                                 | Philip K. Price    |
| Mayor Pro Tem:                         | John E. Grogan     |
| Council Members:                       | Ronald H. Reynolds |
|  | Ronald L. Janney   |
|  | Christine H. Myott |
|  | William W. Rorrer  |
|  | C.H. Gover, Sr.    |
|  | Garry Tudor        |
| Interim City Manager:                  | Jerry E. Cox       |
| City Attorney:                         | Charles J. Nooe    |
| City Clerk:                            | Kim J. Scott       |
| Deputy City Clerk:                     | Sheralene Thompson |
| Representatives from City Departments: |                    |
| Representatives from News Media:       | None               |

MEETING CONVENED:

Mayor Price called the regular meeting of the Eden City Council to order and welcomed those in attendance. He explained that the Council meets the third Tuesday of each month at 7:30 p.m. and works from a prepared agenda; however, time would be set aside for business not on the printed agenda.

INVOCATION:

Mr. Paul J. Talley, Pastor of Hampton Heights Baptist Church was present to give the invocation.

ADDITIONS TO AGENDA:

Council Member Janney requested that an item entitled Manager's Support be added to the agenda.

*A motion was made by Council Member Janney seconded by Council Member Grogan to add an item entitled "support for the City Manager" to the agenda under New Business. All Council Members present voted in favor of this motion.*

Mayor Price explained that there was also an item entitled 2" Waterline Replacement Program to be added to New Business.

*A motion was made by Council Member Tudor seconded by Council Member Gover to add Consideration of 2" Waterline to New Business. All Council Members present voted in favor of this motion.*

Mayor Price also explained that they needed to add an item under New Business for accepting a resignation and an appointment to the ABC Board.

Council Member Rorrer stated that they should all have time to think about that. He stated that some people on Council already knew that the resignation had been turned in and he was one who did not know.

Council Member Janney agreed that they should wait until the next meeting.

Mayor Price agreed to withdraw the resignation letter and the appointment.

#### PUBLIC HEARINGS:

Consideration of a request to close an unopened portion of an unnamed street east of Highway #14 South. Request submitted by JS of Eden Enterprises, D.R. Development Corporation and C&C Ventures, LLC. STREET CLOSING SC-00-04:

The memorandum provided to Council explained that at the January 16, 2001 meeting the Council adopted a Resolution of Intent to Close an unopened portion of an unnamed street east of Highway #14 South. The Council also scheduled this public hearing to hear comments on this street closing request filed by J.S. of Eden Enterprises, D.R. Development Corporation and C&C Ventures LLC.

The Planning and Inspections Department recommended approval of the street closing. At their January 23, 2001 regular meeting the Planning Board voted unanimously to recommend approval of the street closing. If the City Council approves the street closing, please instruct the City Attorney to prepare the ordinance closing the street to be considered during Council's regular March meeting.

Mayor Price called for a public hearing and asked Mrs. Kelly Stultz, Director of Planning & Inspections, to come forward for a report.

Mrs. Stultz explained that the Department recommended approval of the street closing. She stated that at their January 23, 2001 regular meeting, the Planning Board voted unanimously to recommend approval of the street closing.

She explained that the city had received a petition signed by 100 percent of the abutting property owners requesting that an unopened right of way be closed. The subject portion of the street had never been opened. The land abutting the unopened right of way has primary access onto a portion of NC Highway 14 South or Lake Forest Drive.

The Eden City Code, Chapter 13, Article 3, Division 3 and the North Carolina General Statutes 160A-299 authorize the City Council, upon recommendation from the Planning Board, to consider the closing or vacating of a street in accordance with the rules and procedures set forth therein. Furthermore, it permits the City Council to close a street provided that after a public hearing has been held, it appears to the satisfaction of the Council that closing the street or alley is not contrary to the public interest and that the city has no interest in preserving the dedication of such street or alley for municipal purposes, and that no individual owning property in the vicinity of the street or alley would thereby be deprived of reasonable ingress and egress to his or her property.

She explained that as a matter of course and under statutory and their ordinance requirement, when a street closing is submitted, they notify the public service and public utility corporation and also the City of Eden. She stated that she had heard from the city's Engineering Department and they have no objections. She noted that the Council also had Mr. Stanley's letter in their packet. She also noted that Duke Power had notified her that they had no concerns either. She added that she had not heard from Sprint, NC Gas or Time Warner Cable, but she assumed that to mean that they had no problem.

Mrs. Stultz stated that according to the NC General Statutes and the Eden City Code, before the city could close a street, the City Council must be satisfied of two matters: (1) That the street closing was not contrary to the public interest and (2) that no one was deprived ingress or egress to their property.

In regards to the required findings, the Planning & Inspections Department issued the following comments:

Contingent upon comments from the public service corporations, the staff was of the opinion that the street was not required for public utility service for the area.

Based upon the fact that the street has never been opened, nor was the street in the city Thoroughfare Plan or any other transportation improvement plan, the staff was of the opinion that the street was not necessary to the general public for travel and traffic circulation in the area.

Based upon the fact that all properties in this area have their primary access off of NC Highway 14 South or Lake Forest Drive, the staff was of the opinion that no one would be denied reasonable means of ingress and egress because of the closing.

She stated that in conclusion, the staff recommended, based upon those stated findings, that the street be closed as requested.

Mayor Price asked if there were any questions to which no one presented a question to Mrs. Stultz.

Mayor Price asked if anyone would like to speak for or against this request and as no one came forward to speak he then declared the public hearing closed.

*A motion was made by Council Member Grogan seconded by Council Member Gover to approve this request. All Council Members present voted in favor of this motion.*

MONTHLY FINANCIAL REPORT:

(a) Finance Department Monthly Reports.

Mayor Price asked Interim Finance Director, Mr. Larry Fisher, to come forward with the monthly financial report.

Mr. Fisher explained that at the suggestion of the City Manager, he read the minutes of the financial reports that the Council had received over the last four months. He stated that the information that the Council had come straight out of the logics bookkeeping software, which was their daily bookkeeping software. He explained that it was selected pages from that software and all of that information should be routinely produced every month. He stated that it could be pulled up or accessed at any time without any kind of special preparation.

Mr. Fisher explained that the report contained a Statement of Revenues, Budgeted versus Actual Receipts through February 15<sup>th</sup> for all city funds. He noted that was one page and if they would look at that (Page 1) they would see that the city did its business in 13 separate funds. He noted they would see every fund listed there with the Estimated Annual Revenue that was projected for that fund for the year.

He pointed out that this was a partial month's statement and was pulled on February 15<sup>th</sup>. He noted that it had the Revenue that has been received to date, which could be compared against the Estimated Annual Revenue. He noted that it also showed the Uncollected Revenue in dollars and also the percent of the Revenue for that fund. He stated that the city did most of its business in the General Fund, the Enterprise Fund and the Water & Sewer Fund.

Mr. Fisher pointed out that in the General Fund, 56.3% of the projected revenues for the year had been collected. In the Water & Sewer Funds \$4.33 million or 46.9% of the revenue has been collected.

Council Member Janney referred to Fund 75, Capital Projects, and noted that it showed a deficit, Uncollected.

Mr. Fisher explained that it was actually an over-realized number. He explained that the Estimated Revenue was \$1.7 million and \$1.8 million had come into that fund. The excess of revenue for that fund was \$61,000 and that was why in the Percent Collected column the Estimated Revenue for the year was 103% collected.

Council Member Janney asked if the renovation of City Hall was in the Capital Projects Fund to which Mr. Fisher replied that he thought so. Council Member Janney asked if he would be discussing that later on, to which Mr. Fisher replied no.

Mr. Fisher continued on with the Summary Statement of Budgeted Appropriations versus Expenditures and Encumbrances for each city fund. He noted that it was 13 pages, 1 for each fund. He stated that the Summary Expenditure Statement for the General Fund lists the activities that were carried on in the General Fund. He stated that those were the activities that they budget for in the General Fund. He explained that the columns were the amount of money that the Council appropriated for operating that particular function.

Mr. Fisher referred to the Single Family Rehab Project Fund and stated that the Council appropriated \$596,000 in that fund and \$347,000 of that money had been spent for the year. He noted that there were no outstanding encumbrances and the available funds were \$249,000 with the fund being 58% spent. He explained that there was a page like this, for each fund. He stated that they could stop and look at any they would like to.

He stated that they might want to look at the Water & Sewer Fund. He stated that the Council appropriated \$8.156 million for their Water and Sewer Fund operations for the year. He stated that the actual Expenditures were \$3.37 million with \$33,000 worth of Encumbrances. He noted that the Unencumbered Balance was 41.75, showing an Expenditure rate of 41.7. He stated that would appear to be a little bit low. He had not investigated the number but that was the utility of the report. He stated that if this was the February 15<sup>th</sup> report, they have 7 ½ months under their belt. He stated that in a fund like this one would expect a rather level expenditure throughout the year, which would lead him to think that this fund, all things being equal, would be over 50% spent and it was not. He stated again that he had not investigated that, it just came to view as he looked at it. He referred to the Special Appropriations line, which was above the Contingency line. That item was only 31% spent. Their operating line items in the Water & Sewer Resources area, Water Filtration, Collection & Distribution, those numbers were more in line with the percentage of the fiscal year that had past. He stated that his guess would be that the Special Appropriations had some sort of large planned expenditure, which had not taken place yet.

Mr. Fisher continued with the Garage Fund where the Council had appropriated \$655,000. They had \$214,000 left in it and as of February 15<sup>th</sup> it was 67% spent. He stated that was probably a little over and again, he had not looked at the particulars in this fund. He stated that in his opinion there were two things going on. They have been through winter, which was usually a high expenditure month. He stated that the November printout was reviewed several weeks ago by line item, and he noticed that the gasoline expenses were suffering from the price increases.

He stated that everyone of their Department Heads, who was actually responsible for the people the Council had let them hire and the funds that were appropriated to operate their budget, should be responsible for the way those people work and what they do with those resources. He stated their job (Finance Department), was providing them timely information so that they could access it whenever they wanted to, to determine how they were doing, particularly on expenditures.

Mr. Fisher then referred to the 90 Fund. He explained that this city, like most cities that were instituting cash management, utilized what he had always called a "pool cash concept" and what they called a Consolidating Cash concept. He explained that they pool all the city's cash resources in one fund. One of the simple reasons for that was that they could get more yield off of money if they were going to invest at a half a million dollars at the time than if they have to invest six or seven smaller amounts. So, they pool all of their funds and that enhances their cash management operations. He referred to the Liabilities at the bottom of the sheet. He explained that showed the equity each one of their funds had. He stated that of all of the assets listed up there, the General Fund owned \$1.8 million of it.

Mr. Fisher explained that his report to the Council was based upon all the information of which he had become aware of and this was his twentieth day of working for them. He stated that he felt that it was just as reliable as it could be, given the circumstances that they had been working under. He stated that he especially believed that the Expenditure Encumbrance versus Budget Information was fairly reliable. The remaining staff members have seen that all cash receipts were posted daily and deposits were timely made. They continued to provide a high level of customer service. Likewise, bills were being paid on time and the purchase order system was in place. He stated that all of the auditor adjustments for the Fiscal Year June 30<sup>th</sup>, 2000 had been posted with the auditor's review. For the payables, the Logic System is a good system. There were a lot of interfaces within that system and the payables were posted everyday.

He stated that where the report was lacking, un-posted interfund transfers would affect the specific accuracy. He stated that Ms. Jeffries explained to him that interfund transfers were posted monthly. He stated that this had not been taking place, so they may be off between funds a little, but their total city position was fairly accurate. He stated that since February 9<sup>th</sup>, they finally got some personnel in the house. He noted that Ms. Jeffries came back today.

He stated that as of February 9<sup>th</sup>, the December and January bank statements had been reconciled with no major problems to be found. He stated that they were doing the hard booking of them and were waiting for her to review them. He noted that she had a lot of experience and she was currently working on that today. He stated that their primary reporting goal was to have a fully current monthly report for the month of February by March 12<sup>th</sup>. He stated that he was in favor of a CIP Budgeting process. He explained that they could not just look out 12 months anymore. Most people had been looking at least 5 years on their major items for a long time and many of the larger governments have gone to a biannual budget projection.

Mr. Fisher stated that was the summation of his remarks and he would try to answer questions.

Mayor Price thanked Mr. Fisher for his insightful approach.

Council Member Janney stated that if they did not get it next month, not to worry about it, because he had rather have the right report, and he thought Mr. Fisher understood that.

Mr. Fisher agreed and it was really going to be an important report. He stated that he owed the Council that, but on the other hand they had to give some good numbers to the Department Heads. He stated that if they were to put together a Fiscal 02 budget, they had to have some halfway decent information to do their planning with.

#### REQUESTS AND PETITIONS OF CITIZENS:

No one came forward to speak.

#### UNFINISHED BUSINESS:

- a. Consideration of recommendation for financing new garbage truck:

The City Council received a summary of the proposals received for financing the new garbage truck. The RFP letter was sent to seven banks. Six responses were received. The rates quoted ranged from 4.43% to 5.58%. The lowest quote was from Wachovia Bank. The Interim Finance Director reviewed the proposals with the City Manager and their recommendation was that the city accept the proposal from Wachovia Bank.

*A motion was made by Council Member Grogan seconded by Council Member Gover to approve this request. All Council Members present voted in favor of this motion. (Lowest quote - Wachovia Bank – rate 4.43, annual payment \$30,944.77, total cost \$154,723.85)*

- (b) Consideration of status of the Meadow Greens/Merriman St. Sewer Outfall Replacement/Repair Project and Hopkins Court Sewer Extension.

The memorandum explained that per Council's request, the current status of the above referenced sanitary sewer projects were given below:

1. Meadow Greens/Merriman Street Sanitary Sewer Outfall Replacement/Repair Project: Request for Proposals (RFPs) were going to be sent out to select an engineering consultant to enter into a contract to perform the work required to prepare plans and specifications to repair and/or replace these two outfall lines. But due to the current situations within the Finance Department, the City Engineer had not been able to determine if there was a sufficient amount of money available within the Sewer Construction Fund to hire an engineering consultant to perform this work. Until the situations within the Finance Department are resolved, the City Engineer's recommendation was to not proceed with this project.
2. Hopkins Court Sewer Extension: This project had been on hold, since there was no money available within the Sewer Construction Fund to have the sewer extension constructed. The Engineering Department has completed the preliminary surveying and design of this project. Once money was available and

designated within the Sewer Construction Fund, the construction plans would be finalized and sent to DENR for approval.

Mayor Price noted the statement regarding the Meadow Greens/Merriman Street Sanitary Sewer Outfall and it was basically the same for Hopkins Sewer Extension.

Council Member Janney stated that with the depth of this thing, he was not sure they could really go into it and discuss everything they needed to tonight. He stated that he would leave that up to the City Manager. He stated that they needed to do something and not let the situation continue because they had some serious problems.

Mr. Corcoran stated that it may be prudent to add this as one of their discussion topics during their upcoming retreat, all of those projects together, and the extent of what needed to be done along with the financial commitment that was involved and the repercussions if they did not proceed.

Council Member Janney agreed and stated that it needed to be brought up at a later date with the City Manager getting all of the information together for the Council to study.

(c) Consideration of 2001 Lawn Care Proposal Recommendation:

Information provided to Council explained that three proposals were submitted in response to an advertisement for lawn care services published December 15, 2000. The proposals were opened at 2:00 p.m. on January 18, 2001. The proposals were summarized as follows:

Jefferson Landscaping \$14,952.00

Evergreen Lawns & Landscaping \$16,800.00

Green Lawn Services \$19,460.00

It was the recommendation of the Treatment Plants Director, Dennis Asbury, that the bid be awarded to the low bidder, Jefferson Landscaping for the 2001 mowing season.

*A motion was made by Council Member Rorrer seconded by Council Member Gover to approve this request. All Council Members present voted in favor of this motion. (Jefferson Landscaping - \$14,952.00)*

(d) Consideration of pursuit policy for the Police Department

Mayor Price stated that items (d) and (e) have been withdrawn for the time being.

(e) Consideration of City Hall renovations project, Change Order No. 4.



Council Member Janney commented that he understood why item (d) was pulled but questioned why they would pull item (e).

Mayor Price referred the question to the City Manager.

Mr. Corcoran explained that item (e) was Change Order No. 4 which dealt specifically with the main men's bathroom that was currently being renovated at City Hall. The city's architect approached the City Engineer and told him there was a code problem and some changes were needed. Basically he wanted them to go ahead and sign off on a change order. He stated that this happened a day or two before doing the agenda packet and he told the City Engineer that he felt change orders needed to be approved by Council before they were done. He explained that he understood since then that the contractor was in contact with the Building Inspector, who met with the contractor and they were able to develop an idea, which eliminated the need for this change order. He added that in advance, the architect had already come forward with three other items, change orders, and Mr. Stanley sent him correspondence yesterday telling him that he needed to get in contact with the city when he could be available to present those change orders to the Council.

Council Member Janney stated that the Council should thank Mr. Bolden (Codes Inspector) for getting involved and trying to get it straightened out, as it saved the city over \$5,000.

Mayor Price agreed and commended Mr. Bolden and that department. He asked Mrs. Stultz to convey that to the staff.

Council Member Gover pointed out that this was why they needed the Planning & Inspections Department involved in those types of projects.

### NEW BUSINESS

(a) Consideration purchase of new pick-up truck, Billing & Collections Dept.

The information provided to Council explained that the Fleet Maintenance Superintendent (Tommy Carter) recommended replacement of a 1985 Chevrolet truck used in the Finance Department as a customer service meter maintenance truck (city unit 2BC). He also provided current evaluation of the condition of the unit. This unit has over 166,000 miles on it with the mileage being greater than that because the odometer and speedometer have been broken in the past. The report also verified that the unit has incurred \$5,963 in parts and labor repair charges in the past three years. Mr. Carter's recommendation was that this vehicle, which was used daily throughout the day for meter maintenance functions, be replaced and that the current unit 2BC be placed into limited or standby use. The request was for a 2-wheel drive, 6-½ foot bed standard pickup truck to be acquired through state contract pricing. The request was also for a bed liner and a 26 gallon gas tank, both available at state contract pricing.

Council Member Tudor expressed concern regarding the State and finances and money that would be coming to municipalities from the State. He asked if it was prudent to purchase a vehicle at this time.

Mr. Corcoran replied that most of them might be aware that currently it appeared that the city would be impacted to the tune of about \$154,000. Initially they thought it would be at \$181,000 with the Homestead Exemption but there was some question now as to whether that had been impacted.

He stated that if they looked at the recommendation from the Fleet Maintenance Superintendent, for instance this vehicle received an "F" rating and was driven on an average of \$14,000 miles a year and the two vehicles, this one and the next one, were probably in dire need of replacement. He stated that he knew the current budget included funds for two trucks (in this department) and he thought the memorandum suggested that they only proceed with the purchase of one truck this year.

He stated that he had discussions with individual Department Heads, and asked that they take a hard look at Capital Projects, although they were budgeted, to see if they hold those over. He stated that he did not think that this truck and the next (item b) would really impact them negatively and obviously they were very mindful of the budget cuts and they would take extra care before bringing items to the Council for authorization to proceed.

Council Member Rorrer asked why they would need a full size pickup. He asked what they would haul that would require that.

Mr. Corcoran referred the question to Mr. Fisher as it was a request from his department.

Mr. Fisher replied that it was the meter maintenance truck. He noted that the employee brought the truck over there for them to inspect. He stated that he did not know what all they carry on it.

Mr. Bowman, (Meter Maintenance) explained that the truck was a short bed, full size pickup. It carried meter boxes, risers, meters, and all kinds of hand tools. He explained that when he went out he had to tackle the problem he needed to carry those things.

Council Member Rorrer asked Mr. Bowman if he needed that much room to which he replied in the affirmative. Council Member Rorrer asked about an intermediate with a long bed on it, they would definitely gain economy.

Mr. Bowman explained that the truck would probably hold up better if it were a heavy duty.

Council Member Janney stated that they could get a truck similar to what Council Member Rorrer was talking about, with a heavy-duty package on it. He stated that he personally did not see the need for a 5.2 V-8 engine.

Mayor Price stated that he assumed, when they were comparing prices on the state contract, there was not that much difference, among the truck they were looking at with the automatic and the V-8 at \$13,756.00. That included a 26 gallon tank with the bed liner was \$221.00.

Mr. Fisher thanked Mr. Sexton and Mr. Carter for their help in preparing the information package. He pointed out the rating that Mr. Carter gave the truck and stated that the prices for it was coming straight off of contract and the way it was configured, it was less than what was in the budget.

Council Member Janney commented that the price of the truck did not bother him. He stated that what bothered him was that when you look at 5.2 V8 engine and you look at the upkeep and cost for gas versus a smaller truck, to do what they needed to do, over the long haul they were going to put a lot of money in fuel.

Mr. Fisher replied that one of the reasons they specified the 26-gallon tank was so that he did not have to go get it filled up with gas everyday.

Council Member Janney stated that did not bother him. He questioned what it was going to cost to operate that truck for what they were doing.

Mayor Price asked what the difference in operating costs were to which Mr. Fisher replied that he did not honestly know.

Council Member Janney pointed out that he had a 5.2 V8 that gets two miles to the gallon and he had a V6 that gets 27.

Mayor Price asked Mr. Sexton if he recalled those comparisons of motor sizes and gas mileage.

Mr. Sexton replied that they did and the difference in gas mileage was probably fifty percent, but to get all they want on the truck, a large gas tank, the carrying capacity that they need, this was the only way they could get it. He explained that to get all the things needed, to keep from running back and forth to the shop, there was a lot of starting and stopping, he and the Fleet Maintenance Superintendent talked it over and they felt that a regular pickup truck would hold up better under those conditions. He pointed out that he may at one time have 25 to 30 meters in there. He stated that he had to come over to Klyce Street to dispose of the old meters he pulls out and if he can carry more on his truck it would keep him from having to make that many trips over there.

Council Member Gover commented that obviously with the gas capacity and the load he was carrying, he was going to need a larger engine to maneuver around.

A motion was made by Council Member Grogan seconded by Council Member Gover to accept the staff's recommendation to purchase the truck. All Council Members present voted in favor of this motion.

a. Consideration of purchase to replace pick-up truck M4-Treatment Plants.

The memorandum presented to Council explained that the Treatment Plants Director was requesting authorization to purchase a replacement vehicle for pickup truck M4. The funds requested and authorized for this purchase in the F/Y 2000-2001 budget were not sufficient to make this purchase without additional appropriation or transfer of funds.

The vehicle's odometer reading as of January 31<sup>st</sup> was 205,648 miles. The Fleet Maintenance Superintendent did not recommend transferring M4 to any other use within the city's fleet. If M4 is replaced, it will move to inactive status and be recommended for inclusion in the city's next auction.

A motion was made by Council Member Rorrer seconded by Council Member Tudor to approve this request.

Council Member Janney commented that this was the best report he had ever seen for the purchase of a truck. He thanked Mr. Asbury for such a detailed report.

Action on the motion was as follows: All Council Members present voted in favor of this motion.

(c) Consideration of purchase of second Police dog.

The information presented to Council explained that the Police Department had budgeted \$6,500 for the purchase of a second police dog. The total purchase price is \$5,500. An advanced payment of \$2,350 was required. The dog would be trained for drug searches, scent discrimination training, article searches, and partner protection.

A motion was made by Council Member Grogan seconded by Council Member Tudor to approve this request. All Council Members present voted in favor of this motion.

(d) Consideration of authorization to purchase chlorine pacing units.

The information presented to Council explained that the Treatment Plants Director requested authorization to purchase three (3) chlorine pacing units from Instrumentation Services, Inc. (ISI) of Charlotte at a cost of \$1,694.70 each for an extended price of \$5,084.10. Instrumentation Services was the preferred vendor for this equipment. They could provide and install the new units as well as maintain them under the city's current service agreement. Since this purchase exceeds \$5,000.00, the City Council's approval was required by city policy. Eight thousand dollars was requested and appropriated in account 30-7120-57000 (Capital Outlay Equipment) of the F/Y 2000-2001 budget for this equipment. As of February 8<sup>th</sup>, the unexpected and unencumbered balance in this account is \$37,000.00.

A motion was made by Council Member Gover seconded by Council Member Rorrer to approve this request. All Council Members present voted in favor of this motion.

(e) Consideration of appointment to ABC Board.

Mayor Price recommended that the Council re-appoint Mr. Bill Johnson.

A motion was made by Council Member Rorrer seconded by Council Member Gover to re-appoint Bill Johnson to the ABC Board. All Council Members present voted in favor of this motion.

f. Consideration of appointment of Chairman to ABC Board.

Mayor Price recommended that the Council re-appoint Mr. Bill Johnson.

A motion was made by Council Member Rorrer seconded by Council Member Grogan to re-appoint Bill Johnson as Chairman of the ABC Board. All Council Members present voted in favor of this motion

g. Consideration of legally binding commitment for Rhode Island Mill environmental abatement.

The memorandum explained that Mr. Dennis Branch, North Carolina Division of Community Assistance called with a minor change that he wanted in the Legally Binding Commitment. The change was as follows: In the paragraph following the third Whereas and in bold, beginning with repayable on the 30<sup>th</sup> anniversary **Date of the loan closing in the amount of \$250,000 and be secured by a Deed of Trust on the property creating a Junior Lien.** The rest of the sentence stays as is.

Mayor Price explained that the Council had a handout in their package, but there had been an additional handout given to them tonight.

Mrs. Stultz explained that this Legally Binding Commitment was one of the facets of the Environmental Abatement Community Development Block Grant that the city received several months ago. This was the final requirement before getting the disbursals done. Through the assistance of the consultant and their partnership, they had a document that they thought that the Division of Community Assistance had decided that they supported. She explained that this afternoon, literally at about one quarter to five, they received word that Mr. Dennis Branch, the Grant Rep, wanted a change. She stated that she put together the information she received from the fax and from what she understood about the change that Mr. Branch wanted. She stated that in her discussions with Mr. Nooe before the meeting, he had a question or two about that wording.

Mr. Nooe replied that he just wanted somebody to explain to the Council what it meant.

Mrs. Stultz asked Mr. David Harris, the city's consultant on the Rhode Island Mill environmental abatement project, to explain.

Mr. Harris explained that it surprised him that the change was recommended in the "Whereas" section as it typically kind of explained the context of the agreement for the two parties, and the item itself as explained in Article IV, in terms of what the agreement and the commitment was, within the agreement itself, that the two parties sign. He stated that he guessed what they simply wanted was consistency between an introduction, which was all a "Whereas" was, that would be consistent with what the Article IV was, which was a further explanation and that was basically the agreement that the State had approved as part of the original application and that was that the \$250,000 grant that the State provided to the city to in turn provide to Rhode Island Mill Development was for the asbestos abatement as well as other hazardous material, and that was going to be in the form of a loan and the money had to be paid back. He stated that it was paid back without interest and was due and payable at the end of 30 years. On the 30-year anniversary date, which would represent a maturity date, they would write a check to the city for \$250,000. The agreement in essence was the commitment to undertake the work as proposed in the application, complete it, and then before that check was issued they would close on the loan which would be secured by a Deed of Trust as indicated in Exhibit A.

Mr. Nooe asked if it was intended to make the "Whereas" conform to paragraph IV, the way that what had been handed to him read. They were identical to start with and then he had a faxed dated today that said "in the paragraph following the third whereas please put in the part that is in bold beginning with repayable on the 30<sup>th</sup> anniversary date of the loan", and so forth.

He stated that it did not make any sense and the way it was before made sense. He stated that both of them said it shall be repayable. Now it said beginning with repayable on the 30<sup>th</sup> anniversary. He asked what they meant.

Mrs. Stultz explained that she was supposed to add the words that were in bold and it was hard to read on the copies that the Council received, starting with the word "date of the loan", "beginning with repayable on the 30<sup>th</sup> anniversary" was not in there.

Mr. Nooe asked where beginning with repayable was in the original document to which she replied it was not (in there).

Mayor Price asked if this was correct to approve.

Mr. Harris explained that the "beginning with repayable" was simply instructions to his secretary long distance, to state beginning with that part of the phrase to add after anniversary what was in bold, the date of the loan, the closing. The document did not read "beginning with repayable". He stated that it did not appear in the agreement itself.

Mr. Nooe replied that as long as that did not appear in the agreement itself he was fine.

A motion was made by Council Member Grogan seconded by Council Member Tudor to approve this request. All Council Members present voted in favor of this motion.

The agreement was as follows:

**DEVELOPMENT AGREEMENT HOUSING DEVELOPMENT GRANT  
PROGRAM CITY OF EDEN, NORTH CAROLINA**

This AGREEMENT, made and entered into this 20<sup>th</sup> day of February 2001, by and among Rhode Island Mill LLC, a North Carolina limited liability company, hereinafter referred to as the "Developer", and the City of Eden, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "City". This Agreement will not become effective until all conditions placed upon the City's funding approval are satisfied, and funds are released by the NC Department of Commerce, Division of Community Assistance (DCA).

**WITNESSETH**

**WHEREAS**, the Developer presently is the owner of property known as the historic Rhode Island Mill, located in Eden, North Carolina and

**WHEREAS**, The Developer will improve the property with the construction of sixty-two (62) multifamily dwelling units for lease to low and moderate income families; and

**WHEREAS**, the City desires to participate in this project and has received a Community Development Block Grant (CDBG) from the NC Department of Commerce, Division of Community Assistance, in the amount of \$250,000 to be used in the development of the property, and which grant money will be loaned to the Developer, by the City as a deferred payment loan, which shall not accrue Interest and shall be repayable on the 30<sup>th</sup> anniversary date of the loan closing in the amount of \$250,000 and be secured by a Deed of Trust on the property creating a junior lien.

**WHEREAS**, the Division of Community Assistance has conditioned its approval of the requested grant upon the ability of the Developer to meet certain financial requirements which will enable the Developer to develop sixty-two (62) rental units on the property within the period hereinafter specified.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties hereto do agree as follows:

ARTICLE ONE

The Developer agrees to execute its responsibilities identified in the City's approved Community Development Block Grant Application to DCA dated April 2000, which Grant Application is incorporated herein by reference, hereafter referred to as the CDBG Application.

ARTICLE TWO

The City agrees to execute its responsibilities as defined in the CDBG Application dated April 2000, including but not limited to serving as the fiduciary agent, exercising responsibility for the overall oversight of the grant and grant administration, maintaining all required files and records, all within times set forth therein. In addition to those specific responsibilities, the City Manager shall be responsible for reviewing and approving all project reports presented to City Council.

### ARTICLE THREE

The Developer shall be responsible for the overall supervision and administration of the environmental abatement activities at the Rhode Island Mill property. As part of executing a contract with a qualified abatement contractor, the Developer will require appropriate insurance along with a payment and performance bond. Work at the property commenced in November 2000 and is scheduled to be completed in February 2001. The Developer will promptly notify the City when the environmental abatement activities have been completed and provide documentation of such completion to the city. The Developer will retain all required records and documentation related to such work activities as required by applicable federal, state and local law. The Developer will requisition funds from the City as work is completed less a reserve of ten percent (10%). Such reserve shall be released upon evidence that the required work has been completed.

### ARTICLE FOUR

The Developer agrees to provide the City with certificates of title and title insurance certifying that the City of Eden has a junior lien on the property. The loan shall not bear interest and shall be repayable in full on the 30th anniversary date of the closing of \$250,000 loan, all in accordance with the Promissory Note. The loan will be secured by a Deed of Trust in the principal amount of \$250,000, which Deed of Trust shall be substantially in the form of Exhibit A.

### ARTICLE FIVE

1. Each party shall keep and maintain books, records and other documents relating directly to the receipt and disbursement of grant funds and the fulfillment of this Agreement.
2. Each party agrees that any authorized representative of the City, the DCA, the United States Department of Housing and Urban Development and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, and examine all of the books, records, and other documents relating to the grant and the fulfillment of this Agreement for a period of three years following completion of all closeout procedures



respecting the Community Development funds and the final settlement and conclusion of all issues arising out of the Community Development Project.

3. Notwithstanding anything herein to the contrary, the parties hereto acknowledge the due execution

of a Community Development Block Grant Agreement between the City and DCA and agree that any conflict between provisions, requirements, duties or obligations of this Agreement and the CDBG Agreement shall be resolved in favor of the CDBG Agreement.

4. If, through any cause, the Developer shall fail to fulfill, in a timely and proper manner, his

obligations under this Agreement, or violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Developer of such termination and specifying the effective date of such termination.

5. Upon completion of the obligation of each party under this Agreement, and the receipt of a

Certificate of Completion from DCA, the City shall notify the Developer in writing that all requirements have been fulfilled, thereby releasing the Developer from its development and CDBG obligations herein stated. Upon repayment by the Developer of the \$250,000 loan provided by the City, the City agrees to return to the Developer for itself or for successor organizations to either, the Promissory Note and the Deed of Trust, both marked "paid and satisfied in full"; or, the City will in some other appropriate manner cancel of record the Deed of Trust securing the \$250,000 debt.

6. This Development Agreement constitutes a legally enforceable contract and shall be governed by

and construed in accordance with the laws of the State of North Carolina.

City of Eden Rhode Island Mill LLC

By: M. Gould & Associates, LLC

Managing Member

By: s/Philip K. Price, Mayor

ATTEST:

s/Kim J. Scott, City Clerk

- f. Consideration of awarding contract for demolition on Rivercrest Drive.

The memorandum explained that at the February 7, 2001 Special Meeting of Council, the contract for the demolition of the structures involved in the Rivercrest Drive project was awarded to Flippen Contractors, Inc. Since that time, Mr. Flippin has injured his back and has informed the city that he will not be able to handle the job. Based upon that information, Mrs. Kelly Stultz, AICP Director, recommended that the city move to the next lowest bidder, Maness Brothers Inc./Key Properites at a bid of \$40,320.00.

A motion was made by Council Member Tudor seconded by Council Member Gover to approve this request. All Council Members present voted in favor of this motion.

- (i) Consideration of 2" Waterline Replacement Program.

The memorandum explained that the Municipal Services Director requested permission to purchase materials that total \$34,438.34 for supplied on the attached list to replace old 2" waterlines on James Street and Long Street in the City of Eden. Money has been budgeted in the Water Construction Fund for those purchases.

A motion was made by Council Member Rorrer seconded by Council Member Grogan to approve this request. All Council Members present voted in favor of this motion.

- f. Support of the City Manager.

Mayor Price explained that this item was Council Member Janney's request.

Council Member Janney stated that first of all he thought they had hired the right man for the job of City Manager. He stated that in order for him to do his job best, if the Council and the Mayor let the Manager give directions to all Departments, without elected officials getting involved, he thought he could do the job he was hired to do.

A motion was made by Council Member Janney seconded by Council Member Rorrer, beginning on February 20, 2001, that all work, including anything by the secretaries or Department Heads, must be approved by the City Manager before any Council person or Mayor interferes with any operations of the city.

Council Member Rorrer asked if the way he understood it, if the motion passed, if the Department Head did not pay attention to what went on they were in trouble.

Council Member Janney replied yes, because the Manager would deal with them, not the Council.

Council Member Grogan agreed with everything he was saying, but he did not think there needed to be a motion. He stated that the City Manager should run the city, as it was a City Manager form of government.

Council Member Janney replied that was not happening and that was the reason he made the motion.

Council Member Grogan stated that this was a new City Manager and they should stand back and let the man do his job.

Council Member Janney asked if he supported the City Manager to which Council Manager Grogan replied that he did. Council Member Janney stated that he should not have a problem voting on it then.

Mayor Price commented that as Mayor he had a lot of correspondence.

Council Member Janney replied that he knew that the Mayor needed to go right through the City Manager just like the rest of the Council.

Mayor Price agreed but stated that he did have a lot of correspondence. He stated that he did not think that he would mean that he, as Mayor, had to ask the City Manager before he could respond to the many requests that he received every week.

Council Member Janney replied that he did. He stated that if the City Manager knew what was going on he could operate the city. If he did not know that the Mayor had assigned somebody something to do or he (Janney) had assigned somebody something to do...

Mayor Price agreed and stated that he was not saying that. He stated that everything should go through the City Manager. He explained that there were a lot of correspondence that comes directly to the Mayor and he would say 90% of it goes to the City Manager for his viewing, but a lot of things did not require his involvement. He stated that something of that nature was not in the best interest of the community.

Council Member Rorrer commented that he could not visualize anything that would not require the City Manager to be involved to some extent. Council Member Janney agreed.

Mayor Price stated that he could name ten documents that had come to him in the last three or four days. He stated that 95% of them were transferred on to the City Manager for some type of response, but those letters were directed to him (Mayor) to respond, usually to a State or Federal government agency. He stated that they were not asking the City Manager, they were asking the Mayor for a response to information. He stated that

he had a reasonable request and he understood where he was coming from but he thought he was also tying the hands of the Mayor's office.

Council Member Janney stated that he was saying that it was okay for him but not okay for them. He stated that he would not argue the issue, they would vote on it and see.

Mayor Price stated that again, he wholeheartedly agreed with the motion as he thought the City Manager, operationally, should be involved and in regard with the office of the Mayor and the administrative duties that he was putting something in the motion that was wrong.

Council Member Grogan stated that he would concur with that. He agreed that they had a City Manager form of government. They did not need to be putting any more motions out there. If the Council would do what they were talking about tonight which was to stand back and let the City Manager do his job. He stated that if the Mayor did not do his job, elections were coming up and the citizens could do some things. He stated that he would like to see trust put back in a City Manager to run their city and his Department Heads, for them to do their jobs.

Council Member Janney replied that was what he was saying to which Council Member Grogan stated he did not see where they would need a vote.

Council Member Gover stated that he would support the City Manager and if this was what it took, so be it. He needed the authority to operate this city.

Council Member Tudor agreed, but stated that his job as a Councilman was different than the job as a Mayor. He agreed with Council Member Janney, but he did not want to tie the Mayor's hands. He added that he was willing to concede that he had no business getting in the way of administration of the running of the city.

Action on the motion was as follows: Council Members Janney, Rorrer and Gover voted in favor of this motion. Council Members Grogan, Reynolds and Tudor voted in opposition. Mayor Price broke the tie by voting in opposition. This motion failed.

Council Member Rorrer stated that he did not want to hear anyone say that he was micromanaging when they were sitting there like that.

Council Member Janney added that some of the Council Members that voted against the motion were the same ones who accused him of micromanaging. He agreed with Council Member Rorrer and they should give the City Manager all the range he could have to do his job and he could not do it with somebody assigning something to his secretaries or whoever.

#### CONSENT AGENDA:

- a. Approval and adoption of minutes – January 10, 16, and 23, 2001.

- b. Approval and adoption of a motion to hold a public hearing to consider rezoning property at 525 NC 700 West from Residential-20 to Residential-Suburban. ZONING CASE Z-01-01.
- c. Approval and adoption of a motion to hold a public hearing to consider rezoning property on W. Kings Highway from Business-Highway #1 to Business-General. ZONING CASE Z-02-01.

*This item was removed from the Consent Agenda.*

- d. Approval and adoption of a motion for authorization to solicit bids and proposals for the following: (1) refinish two sedimentation basin monorakes, (2) purchase trailer mounted electric generator, (3) refinish clarifier superstructure.
- e. Approval and adoption of a motion to solicit bids for 2001 Street Contract.

A motion was made by Council Member Tudor seconded by Council Member Grogan to approve Consent Agenda items a,b,d, and e. All Council Members present voted in favor of this motion.

#### ORDINANCES AND RESOLUTIONS:

- a. Deed restrictions on bowling alley property.

The information explained that the City Council has had several discussions regarding the Bowling Alley property on Fieldcrest Rd. A plat was prepared and recorded to subdivide the property from the adjacent Fire Station.

At the January meeting, further discussion was held regarding restrictions to be placed on the property limiting its use should it be sold. The City Council agreed upon the restrictions to be put in place in order to protect the residential quality of the neighborhood. Upon the sale of the property, the following uses would not be permitted on the site: Lounges, Pool Rooms, Coin Operated Amusements, Private Clubs and Recreation Facilities, Taxi Stands, Automobile Repair.

Since the January meeting, staff had reviewed the statutes regarding the use and disposal of property. Those statutes outline the process and various options available for a sale of public property. In order to proceed with the sale of the Bowling Alley property, it would first need to be declared surplus by the City Council. This would be done by resolution.

Based upon discussions and interest expressed from potential purchasers, it was recommended by the City Manager, the City Attorney, and the Planning Director that the City Council declare the property surplus and then proceed with the sale using a negotiated offer, advertisement and upset bid method of sale as per NCGS 160A-266(a)(3).

Mr. Corcoran explained that as the Council may remember from their last meeting they agreed upon some restrictions to place on the disposition of the Bowling Alley property.

He stated that he believed the Council requested that some information be brought back on the proposed method of sale and that was what the memo (above) dealt with.

Council Member Rorrer asked, if he understood correctly, the first thing to do was to declare it surplus to which Mr. Corcoran replied yes, with the resolution that was included, plus they would be outlining the method of disposition.

Mayor Price added that the motion was included in the resolution.

A motion was made by Council Member Rorrer seconded by Council Member Tudor to approve. All Council Members present voted in favor of this motion.

RESOLUTION AUTHORIZING THE SALE OF 0.339 ACRES ON THE NORTH SIDE  
OF

FIELDCREST ROAD, WEST

WHEREAS, the City Council of the City of Eden, North Carolina, has determined that the real property hereinafter described is no longer required by the City for governmental use and that it is in the City's best interest for said real property to be sold.

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

1. The following described property is determined to be surplus real property and that it is no longer needed by the City for any governmental use:

BEGINNING at an iron pipe found in the north right of way line of Fieldcrest Road, West, said iron pipe marking the southwest corner of the Grantor's property as shown on a plat of survey for the City of Eden by Samuel J. Coleman, Jr., R.L.S., dated 9/14/99 and revised 4/18/00, 8/15/00 and 8/21/00; thence with the dividing line between the Grantor and Homer V. Wood North 20' 42' 00" West 142.39 feet to an iron pipe set; thence North 69' 18' 00" East 103.68 feet to an iron pipe set; thence South 20' 42' 00" East 142.39 feet to an iron pipe set in the north right of way line of Fieldcrest Road, West; thence with said right of way line South 69' 18' 00" West 103.68 feet to the PLACE OF BEGINNING, the same containing 0.339 acres as shown on the above referenced plat of survey, the same being the western portion of the property described in Deed Book 719 at page 594.

TOGETHER WITH the perpetual and non-exclusive right and easement of ingress, egress and regress over and upon the "right of way easement" extending from the north boundary line of the 0.339 acre lot to the east right of way line of May Street as shown on the above referred to plat of survey.

The above described 0.339 acre shall be conveyed subject to perpetual rights and easements for the use, maintenance, repair and replacement of a driveway and a sewer line as shown on the above referred to plat of survey, the aforesaid driveway and sewer

line easement being reserved to the Grantor and its successor and assigns, said rights and easements to run with and be appurtenant to the lands of the Grantor to the east of and adjacent to the 0.339 acre lot.

2. It is in the best interest of the City for the above described lot to be sold together with the right of access and with the reservation of the drainage and sewer easements included in the description of the 0.339 acre lot.

3. The building on the aforesaid lot shall be sold AS IS without any representations of fitness or suitability for any particular use.

4. The property shall be sold subject to restrictive covenants that prohibit the use of the property for the following purposes:

- a. Lounges,
- b. Pool Rooms,
- c. Coin Operated Amusements,
- d. Private Clubs and Recreation Facilities,
- e. Taxi Stands and
- f. Automobile Repair.

5. The lot and building shall be sold as authorized by N.C.G.S. 160-266(a)(3) negotiated offer, advertisement, and upset bids.

6. The procedure for the sale shall be as provided for by N.C.G.S. 160A-269.

1. APPROVED, ADOPTED AND EFFECTIVE, this 20<sup>th</sup> day of February 2001.

CITY OF EDEN

By: s/Philip K. Price

Philip K. Price, Mayor

ATTEST:

s/Kim J. Scott

Kim J. Scott, City Clerk

(b) Adoption of a resolution re: Financing of new garbage truck.

A motion was made by Council Member Tudor seconded by Council Member Grogan to approve. All Council Members present voted in favor of this motion.

CITY OF EDEN RESOLUTION APPROVING FINANCING

FOR THE PURCHASE OF A MOTOR VEHICLE

WHEREAS, the City Council of the City of Eden, North Carolina, at its regular meeting on September 19, 2000, approved the purchase of a 2001 Volvo garbage truck with a Heil body for the sum of \$142,142.00 and the Interim Finance Director has now presented to the City Council a proposal for the financing of the purchase of the garbage truck and body.

NOW, THEREFORE, the City Council of the City of Eden, North Carolina ("Purchaser") has determined that it is necessary for the Purchaser to acquire personal property (a garbage truck) for the Purchaser and to obtain financing for the truck through an installment purchase transaction;

NOW, THEREFORE, BE IT RESOLVED BY GOVERNING BODY-

1. Authorization of Financing: The Governing Body determines that the financing of the acquisition of the truck pursuant to the terms of the proposal of Wachovia Leasing Corporation dated February 2, 2001, providing for the installment purchase of the truck by the City from Wachovia Leasing Corporation is in the best interest of the City and, subject to its conformance to N.C.G.S. § 160A-20, such installment purchase finance is authorized.
2. Designation: The Governing Body designates the obligations of the City to make payments under the Agreement as "qualified tax-exempt obligations" in accordance with the provisions of Section 265 (b) (3) (ii) of the Internal Revenue Code of 1986, as amended. The Governing Body does not reasonably expect the city (and any subordinate entities) will issue more than \$ 10,000,000 in qualified tax-exempt obligations during the current calendar year and the Governing Board will not designate more than \$ 10,000,000 of qualified tax-exempt obligations pursuant to such Section 265 (b) (3) (B) (ii) during the current calendar year.
3. Further Actions: The Governing Body authorizes Brad Corcoran, the City Manager, to execute and deliver the Agreement and any and all other documents, instruments, opinions, and certificates necessary to carry out the purposes of this Resolution and all such action previously taken is ratified and confirmed.
4. Effective Date: This resolution shall take effect immediately.

Adopted this the 20th day of February 2001.

CITY OF EDEN

BY: s/ Philip K. Price

Philip K. Price, Mayor



ATTEST:

s/Kim J. Scott

Kim J. Scott, City Clerk

- a. Adoption of an ordinance for handicap parking on Henry Street next to the Leaksville United Methodist Church (Approved 1-16-01).

Mr. Nooe commented that the ordinance itself was not ready, but if the Council wanted to go ahead and approve it, he would go ahead and prepare it. He explained that it was missing from his agenda packet.

A motion was made by Council Member Tudor seconded by Council Member Gover to approve. All Council Members present voted in favor of this motion.

(d) Adoption of an ordinance for handicapped parking on the Cookblock in front of the DAV office (see information from DOT).

Mayor Price asked the City Attorney if item (d) was straightened out.

Mr. Nooe replied that he did not believe that the letter (from the District Engineer of the NCDOT) authorized a handicap parking space at that location. In fact he stated that he thought it was quite the opposite. He stated that if they put a handicap space there they would be creating a hazard.

Council Member Rorrer stated that they had played with this for two years.

Mayor Price asked Mr. Sexton if he had any judgement on this item or if he had seen a copy of the memorandum from the NCDOT.

Council Member Rorrer questioned that they had said that it would work for a regular one but not for a van space.

Mr. Nooe explained that a handicap parking space had certain specifications in the statutes.

Mayor Price stated that as he understood it, it could be designated as a reserve parking space.

Mr. Sexton stated that was correct, according to John Hunsinger, the district representative by the State. He stated that the letter from Raleigh, he indicated that the city was asking for a van accessible handicap parking space, which required four more feet, additional striping, etc. He stated that was not what the city was asking for and he had asked Mr. Hunsinger to clarify that with him. He stated that Mr. Hunsinger had written a memo saying that by policy, the city had always had the right to mark off

parking spaces within their city limits, and do the striping of the streets and things, and charge them for that. He stated that he called Mr. Hunsinger back and told him what he had received from Raleigh, and they both agreed that as long as it was a regular parking space dedicated for handicap, he had no problem with it at all, but it was not wide enough for a van accessible, and that was what it currently was, a regular parking space with a sign at it. He added that did meet the handicap requirements, as he understood it, from the Building Inspector's office. He added that this would also be what they place on Henry Street. He explained that there were two different kinds of handicap parking spaces, van accessible and regular. He stated that a regular handicap parking space involved nothing but putting up a sign designated it for handicap. There was no difference in the space size at all.

Council Member Janney stated that he could not see how, if he was handicapped and driving a van, that he could not use a handicap parking space.

Mr. Sexton agreed and replied that it was not van accessible.

Council Member Janney stated that he did not see how they could discriminate against somebody for driving a van. He asked if that was what the State's Statute said.

Mr. Nooe replied that from a legal standpoint, his concern was that if they did not mark that it was not for handicap van parking, someone would park one there and because of the width of the van and unloading, somebody could come by and hit the van. Then, the city would have created a hazardous condition. He stated that he had never seen a parking space in Eden that indicated that vans were not permissible to park a van.

Mr. Sexton explained that it was not saying it was not permissible to park a van, it was saying that it was not a van accessible parking place. He stated that none of the places in town were marked van accessible. He stated that van accessible was a special parking place because it had to be wider to allow the ramp. He stated that a handicap person knew that when they went to the mall, there may be two or three spaces for regular vehicles and there may be two van accessible handicap parking spaces.

Mr. Nooe pointed out that they had a letter from the State that there was not sufficient width to safely put in a parking space for handicap that a van could load and unload. He stated that they would just be putting it in at their own risk.

Council Member Rorrer commented that they did everyone of them that way then. He stated that they were fixing to do Henry Street the same way.

Mr. Nooe replied that if the street was not wide enough and this was the first time they ever had it in writing from the State that the street was not suitable for that to be there. That was just like putting in traffic regulations at an intersection when they had a letter from the consultant that it was unsafe to have it there for that type of signal at that intersection.

Council Member Rorrer asked that if he pulled up into a parking space and parked four feet out into the road, was he not illegal. He stated that was what a van would be if it pulled up and lacked four more feet having enough. He asked how they would get a legal handicap spot, like the rest of them in the city.

Mayor Price asked Mr. Sexton that when someone received a handicap placard, was there any explanation given to them regarding the difference between a handicap spot and a van accessible.

Mr. Sexton replied no, that it would depend on their preference, whether they were in a wheel chair. He noted that handicap did not necessarily mean they were in a wheel chair. He stated that there were so many different kinds of handicaps and the majority of them were not in wheel chairs. He stated that neither the State nor the city was going to widen the streets for van accessible parking places out on the street right of ways. He stated that every van accessible parking space that he knew of had been in parking lots, privately or city owned, off of the street, because there was not a street that he knew of that were wide enough to accommodate it. He stated that as Mr. Nooe said, they were opening themselves up to a liability if they even allowed it, because they still had that van sticking further out in the street than an ordinary car. He stated that he had not read a statute that said they were not allowed on the street, but he had not seen one.

Mayor Price asked that based on what they had in other areas, just having a regular handicap spot would be reasonable would it not.

Mr. Nooe replied that he was asking a question that would require further study of the Statutes for the handicap parking spaces. He added that there had been a few recent changes in those requirements in respect to handicap parking. He stated that he would want to look at those. He explained that all he was looking at was this one space, and the city had a letter from the State Highway Commission, that told them if they put it there then they would have created a hazardous condition for a handicap van to park there and unload.

Council Member Rorrer stated that when he first made the request, he never mentioned handicap van.

Mr. Sexton stated that if it would please the Council, he would assure them that he would investigate this further before it was made legal and he would bring the information back to them.

Mayor Price asked that the item be placed on the agenda for next month.

#### VOUCHERS:

Mayor Price asked if there were any questions on vouchers.

Council Member Rorrer questioned #21294 and #21546. He stated that they were renting oxygen acetylene cylinders. He stated that he saw those on the voucher every month and he had half a dozen of those cylinders. He pointed out that he did not rent them as it cost too much to rent them. He stated that it was a whole lot cheaper to buy them.

Mayor Price asked the City Manager to look into this.

CLOSED SESSION:

Closed Session for discussion of personnel according to GS 143-318.11(a)(6).

A motion was made by Council Member Grogan seconded by Council Member Tudor to go into Closed Session for discussion of personnel according to GS 143-318.11(a)(6). All Council Members present voted in favor of this motion.

OPEN SESSION:

A motion was made by Council Member Tudor seconded by Council Member Grogan to return to Open Session. All Council Members present voted in favor of this motion.

City Manager's Contract:

A motion was made by Council Member Grogan seconded by Council Member Gover to ratify the City Manager's contract. All Council Members present voted in favor of this motion.

ADJOURNMENT:

A motion was made by Council Member Grogan seconded by Council Member Gover to adjourn. All Council Members present voted in favor of this motion.

Respectfully submitted,

Kim J. Scott, City Clerk

ATTEST:

Philip K. Price, Mayor