

## CITY OF EDEN, N. C.

A special meeting of the City Council, City of Eden, was held on Monday, October 30, 2006 at 5:00 p.m. in the Council Chambers, 308 E. Stadium Drive. Those present for the meeting were as follows:

Mayor:	John E. Grogan
Mayor Pro Tem:	Wayne Tuggle, Sr.
Council Members:	Donna Turner
	Darryl Carter
	Jerry Epps
	C.H. Gover, Sr.
	Bruce Nooe
	Christine Myott
	Wayne Tuggle, Sr.
City Manager:	Brad Corcoran
City Clerk:	Kim J. Scott
Deputy City Clerk:	Sheralene Thompson
City Attorney:	Tom Medlin
Representatives from News Media:	John Barbour, <u>Eden Daily News</u>

MEETING CONVENED:

Mayor Grogan called the special meeting of the Eden City Council to order and welcomed those in attendance. He then explained that there were several items to discuss.

## Consideration of second reading of ordinance regarding Zoning Case Z-06-06:

At the October regular meeting of Council, Zoning Case Z-06-06 was considered. This case involves a request to rezone property located at the corner of Hale Street and Stadium Drive from Residential-12 to Business-Neighborhood.

At that meeting, the Council voted 4-3 in favor of this request. Since this case involves the passage of an ordinance and it did not receive a 2/3 majority, a second reading is required before the ordinance can be adopted.

A motion was made by Council Member Gover seconded by Council Member Turner to approve this request. Action on the motion was as follows: Council Members Gover, Turner, Epps, Myott, and Carter voted in favor of this request. Council Members Nooe and Tuggle voted in opposition. This motion carried.

## Consideration of Automatic Mutual Response Agreement between City of Eden and Leaksville Rural Fire Department:

All Rockingham County Fire Departments with the exception of Eden and Reidsville have an automatic three station response mutual agreement through the county. This agreement was constructed two years ago to enhance service delivery and to help these departments reduce the Insurance Rating Organizations (ISO) rating. The Rockingham County automatic mutual aid – three station response was presented to the public safety committee at the first meeting Fire Chief Cline had with them. The committee members elected not to pursue this agreement at that time.

Chief Cline felt that they were at the point in the history of their department that this type of agreement needs to be revisited. The mutual aid agreement with Leaksville Rural is modeled after the Rockingham County three station response agreement. Chief Cline believed that efforts that will result from this agreement will benefit a large portion of their geographic area that is a part of the critical infrastructure that supports the economics of the community.

Mayor Grogan asked Fire Chief, Doug Cline, to come forward to explain the agreement.

Chief Cline explained that this agreement was between the City of Eden Fire Department and what would be Leaksville Rural Fire Department, which was the west side of the city. What they looked at was the response capabilities of both departments in being able to respond into each other's areas automatically which would be a time saving capacity. Currently there were mutual aid agreements in place but they were not automatic. In other words, what would happen, they would be dispatched simultaneously for certain responses including structure fires or catastrophic events. Part of it was looking at it as a win-win situation to where the citizens both in Eden and outside of Eden, which was a lot in the ETJ, would get an automatic response, which would be a quicker response providing assistance to them faster even though it would be saying Leaksville Rural's district from the City of Eden and vice versa from Leaksville Rural to the City of Eden.

He explained that they felt this was a win-win for both parties and the people that they were targeting most were the citizens that they serve. He noted that he had put in front of them a whole system of how they went through what mutual aid was, how they started their planning process, some of the components to it and a lot of the benefits. He noted that both he and (Rural) Chief (Jay) Pace both agree that it was a win-win situation for both departments.

He added that he did have a large map so that they could actually see the district and he had also provided those maps in their agenda packet.

Mayor Grogan asked Chief Pace if he had any remarks to which Chief Pace replied he did not.

Council Member Epps asked for clarification that they had both agreed to this to which Chief Cline replied yes and they have worked out a lot of the details. He explained that a lot of it was operational but they have worked on that considerably and have also discussed it with the City Manager.

Council Member Gover asked if they had worked out the communication with 911.

Chief Cline replied yes and one of the things that will happen is they were changing their capabilities in receiving paging, in other words they were buying pagers and their base station was being programmed that once the City of Eden was alerted they also receive the alert simultaneous from their communications. What they would do is in 911 communications at C-Com they have the ability to simultaneously dispatch them by selecting a channel in the frequency and when they alert them they can alert Eden also.

Council Member Gover asked if it would be better than the communication at the fire on the east side (earlier in the year).

Chief Cline replied that he would certainly hope so. Their radio system was a lot better now. They could actually communicate from portable radio back to ours, the fact that they would be monitoring if the city was dispatched out, they were going to switch right over to our frequency so it will be a direct line of communication, and they would do the same thing once the city responded out to them. They have their radio frequencies now on the radios so they could talk directly on the frequencies.

Mayor Grogan noted that as they saw on those numbers it really was a win-win situation for both. Especially for the City of Eden because all the volunteers they have out there coming into Eden to help was absolutely wonderful and vice versa the city sending equipment out there to help them.

Chief Pace added that they have 24 more men that were not in the City of Eden and they were staffed 24 hours a day.

Council Member Carter asked for clarification that on that mutual aid agreement that was for one truck with a driver and one other response from the City of Eden to which Chief Cline replied that was correct.

The City Attorney, Mr. Tom Medlin, noted that the map that came with his copies of the contract had a highlighted area in yellow. He stated that he took that it was the Leaksville Rural area that they currently serve. It was the area west of the city limits to which Chief Cline replied that was correct.

Mr. Medlin questioned if Leaksville Rural will be automatically dispatched within the city, was the line going to be Highway 14 west or east.

Chief Cline replied that it would be Highway 14 and adjacent properties on the west side.

Mr. Medlin stated that the way this paragraph 9 reads, it says that Leaksville will automatically be dispatched with Fire Department in the City of Eden for a jurisdiction that will cover all territories up to and including adjacent properties east of Highway 14. He questioned if that should that be west.

Chief Cline replied that it should be east, that was on the east side, they cover all the territory west and the adjacent properties which would be on the east side of Highway 14, which would be the hospital, Wal-Mart, etc.

Mayor Grogan asked if they might make a sub paragraph of that to which Mr. Medlin replied that he understood now, he just thought they were covering between the western boundaries of the city over to Highway 14.

The City Manager, Mr. Brad Corcoran, explained that this was an informational item but if they were comfortable voting on it that was fine.

Council Member Carter questioned the distance on the run, from the City of Eden out.

Chief Cline replied that it was roughly about 3 to 3 ½ miles at the farthest distance, on the north end going towards the Virginia line going out to Garrett Road and those areas.

In response to a question by Council Member Epps as to what his opinion was the City Manager replied that he supported this. The County's GIS Department was doing some maps for them. The reason that it was placed on the agenda was to provide the Council with an opportunity to think about it. However, if they felt comfortable with it they had the prerogative to vote on it.

A motion was made by Council Member Epps seconded by Council Member Tuggle to approve this agreement. All Council Members voted in favor of this motion. This motion carried.

Consideration of requests concerning outside Fire Protection Contracts:

Mr. Corcoran explained that each of them should have received in their weekly report a write up concerning the fire protection contracts outside the city. As each of them was aware they currently have five in place but with the impending closing of Parkdale they will have four, Duke Energy, Miller Brewing, Eden Yarns and National Textiles. The request that has come to them was the fact that now that these industries were covered by rural fire tax, they would still like to have a contract with the city, but they did not want to pay the fees associated with that contract.

Included for their information was the language from the four contracts. They could see that the contract with Eden Yarns, Miller and National have the same language which really does not specify a number of vehicles or personnel, it says that "the city shall be

required to furnish to the company only such fire equipment and fire fighting personnel as may be available for use.” The contract with Duke Energy does specify one paid firefighter, one pumper and one company of firefighters. It was also noted in there that all the contracts have a 30 day cancellation clause by either party and again essentially the request was to continue the contracts without compensation. He explained that in his opinion, he did not think they should do that for one company, he thought if they were inclined to do such a thing it would make sense to do it for all four industries.

He noted that he had basically outlined that there seemed to be four options. (1) To determine that the existing contracts should not be modified and that payment must be received in order to continue receiving the benefits from the city; (2) you could determine that the existing contracts should be modified, waiving the fees associated with receiving the benefits from the city; (3) you could determine to give each facility the option of keeping the contracts in place as they currently exist, in other words they could continue to pay the associated fees or they could cancel the contract in its entirety, thereby eliminating an automatic response by the city. Again as he noted in there in reality, if there was a fire today, whether it be Duke Energy, Miller Brewing Company or any of these facilities, he was sure that the Draper Rural would activate the Mutual Aid Agreement and the city would be there fighting them either way, but what they have now was that they pay for an automatic response from the city; and the fourth option (4) is that you consider working with Rockingham County on a three station automatic response for this area. Eden and Reidsville were the only two areas in Rockingham County that do not have such an agreement in place right now and basically what that would do was if they looked at a three station automatic response then it would make null and void the need to have a contract because all of the industries in this area would be guaranteed an automatic response by the city.

The recommendation from the staff was that the Council consider the third and fourth options. Basically they would recommend that the Council leave the contracts in place as they were, if a company wants to cancel them, that would be their prerogative, but that the Council also instruct the staff to work with Rockingham County in bringing before them a three station automatic response agreement which would then essentially have the result of getting rid of the contracts and the amount of money being paid by the industries.

Council Member Epps commented that they would be crazy not to keep it in place right now.

Mr. Corcoran replied it was up to them. There was the contract and there was reality. The contract with everyone except Duke Energy does not say that a pumper or a person or a company of people will be there, it says that to the extent that we are free and available we would respond. The contract with Duke Energy does say that they were guaranteed one operator, one pumper and one company of men.

Now having said that, that was what the contract said. Now in reality he could not think of an instance where there has ever been a call where the city had not responded. If they had a big fire with MGM or Weil-McLain, or something inside the city he was sure they would activate the Mutual Aid Agreement as well and seek other assistance.

He explained that his point was whether they have the contract or not with the city, in reality, if there was a situation or incident at their industry they were going to get coverage through the Mutual Aid Agreement. If the Council was inclined to want to work with them so they were not paying for a contract, one way around that was to look at the three station automatic response.

Council Member Epps asked if his recommendation was to leave the contract in place and he would be working towards this three...to which Mr. Corcoran replied that their recommendation was to leave it up to each industry, they have the right to cancel thirty days, if they did not want to do that they can get out of the contract. If they want to stay

in the contract they can do that as well but that the city look at going to the three station automatic response because if they were to do that then there was no need for the contracts, the industries were covered, and again, the citizens of Eden start getting the additional benefit of additional coverage from these other stations for everything on the other side of Highway 14 that was not taken care of earlier this afternoon.

Mr. Medlin pointed out that this item did not require any action.

Mr. Corcoran asked that for clarification, did that mean they would just do option (3) that they did not want to consider the automatic response.

Council Member Gover replied that was his feeling.

Mr. Corcoran stated that Council Member Gover was saying just leave the contracts the way they were and forget about the automatic response. If they want a contract they have a contract if they did not want a contract that was up to them.

It was the consensus of the Council to leave the contracts the way they were.

ADJOURNMENT:

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

Respectfully submitted,

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Kim J. Scott  
City Clerk

ATTEST:

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John E. Grogan  
Mayor