

**EDEN CITY COUNCIL
REGULAR MEETING AGENDA
September 21, 2021 at 6 p.m.
Council Chambers**

1. Meeting called to order by: Neville Hall, Mayor
2. Invocation: Pastor Mike McNamara, Draper Christian Church
3. Pledge of Allegiance: Led by Todd Harden, Fire Chief
4. Recognitions and Presentations:
 - a. Oaths of Office: 2021-22 Eden Youth Council
 - b. Recognition: Bridge Street Waterline Replacement Project
 - c. Recognition: Matrimony Creek Repair Project
 - d. Proclamation: Constitution Week
5. Roll Call
6. Set Meeting Agenda
7. Public Hearings
 - a. (1) Consideration of a zoning map amendment request and adoption of an ordinance to rezone property at 1128 and 1130 Friendly Road from Residential-Agricultural to Heavy Industrial. Submitted by Lawrence Matthew Hall, property owner. Zoning case Z-21-15.

(2) Consideration of a resolution adopting a statement of consistency regarding the proposed map amendment to rezone the property located at 1128 and 1130 Friendly Road.
Kelly Stultz, Director of Planning & Community Development
 - b. (1) Consideration of a zoning map amendment request and adoption of an ordinance to rezone property at 121 Boone Road from Neighborhood Mixed Used to Light Industrial. Submitted by Russell and Shawn Bowers, property owners. Zoning case Z-21-16.

(2) Consideration of a resolution adopting a statement of consistency regarding the proposed map amendment rezone property at 121 Boone Road.
Kelly Stultz, Director of Planning & Community Development
8. Requests and Petitions of Citizens
9. Unfinished Business
 - a. Consideration of the Certificate of Sufficiency by the City Clerk and adoption of a Resolution calling for a public hearing on the annexation petition of property located at 7845 NC 770.
Kelly Stultz, Director of Planning & Community Development
 - b. Update on New Street project. **Terry Vernon, Director of Parks & Recreation**
 - c. Update on the Uptown Eden Interim Work Plan.
Kelly Stultz, Director of Planning & Community Development
 - d. Consideration of renewing a water tank maintenance agreement.
Paul Dishmon, Director of Public Works, and Melinda Ward, Utilities Manager

10. New Business:
 - a. Consideration of funding application for the rehabilitation of the north basin of the Mebane Bridge Wastewater Treatment Plant. **Paul Dishmon, Director of Public Works; Melinda Ward, Utilities Manager; and Joyce French, Grant Administrator**
 - b. Consideration of an ordinance amendment for the regulation of encroachments into or on public rights-of-way. **Erin Gilley, City Attorney, and Paul Dishmon, Director of Public Works**
11. Reports from Staff:
 - a. City Manager's Report. **Jon Mendenhall, City Manager**
 - b. Report on advisory committee proceedings:
 - (1) Strategic Planning Commission. **Staff Advisor Cindy Adams**
 - (2) Planning organization boards. **Staff Advisor Kelly Stultz**
 - (3) Parks Commission. **Staff Advisor Terry Vernon**
12. Consent Agenda:
 - a. Approval and adoption of the August 17, 2021 minutes. **Deanna Hunt, City Clerk**
 - b. Approval to waive structure burning fee for a structure located on E. Aiken Road. **Todd Harden, Fire Chief**
 - c. Approval of a resolution to apply for principal loan forgiveness. **Terry Shelton, Project Manager**
13. Announcements
14. Closed Session
 - a. Closed session pursuant to North Carolina General Statute 143-318.11 (a) (3) Legal, (4) Economic Development, and (5) Acquisition of Real Property
15. Adjournment



MEMORANDUM

To: Honorable Mayor and City Council

From: Erin Gilley, Youth Council Advisor

Date: September 13, 2021

Subject: Oaths of Office for New Eden Youth Council Members 2021-2022

The Eden Youth Council is dedicated to personal development and servant leadership, and is empowered to meet the needs of the youth of our community.

We have eleven new members being sworn in to the Eden Youth Council for the new 2021-2022 term:

1. Destiny Perez
2. Brittyn Barnes
3. Dalyn Hutchens
4. Kaylee Jones
5. Keyleigh Talbert
6. Cooper Martin
7. Taylor Hines
8. Madisyn Campbell
9. Reagan Harris
10. Alishba Tanveer
11. Larissa Underwood



PROCLAMATION Constitution Week 2021

WHEREAS: September 17, 2021 marks the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Neville Hall, by virtue of the authority vested in me as Mayor of the City of Eden do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Eden to be affixed this 21st day of September of the year of our Lord two thousand twenty-one.

Neville Hall, Mayor

Attest:

Deanna Hunt, City Clerk



Planning and Community Development 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: **Zoning Case Z-21-15 – 1128 and 1130 Friendly Road**
Date: September 7, 2021

The City has received a zoning map amendment request filed by Lawrence Matthew Hall, III to rezone property at 1128 and 1130 Friendly Road. The request is to rezone the property from Residential Agricultural to Heavy Industrial.

The Planning and Community Development Department recommends denial of the map amendment request.

At a regular meeting in August, the Planning Board voted to recommend that the City Council deny this request.

CERTIFICATE SHOWING THAT NOTICES WERE MAILED TO THE OWNER(S) OF PROPERTY SUBJECT TO REZONING AND TO OWNER(S) OF ALL PARCELS OF LAND ABUTTING SUBJECT PROPERTY AND/OR WITHIN 100 FEET OF SUBJECT PROPERTY.

RE: ZONING CASE Z-21-15
1128 and 1130 Friendly Road

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF EDEN:

I, Kelly K. Stultz, Planning & Community Development Director of the City of Eden North Carolina, do hereby certify that notices of the proposed zoning map amendment requested by Lawrence Matthew Hall, III to rezone property at 1128 and 1130 Friendly Road from Residential Agricultural to Heavy Industrial were mailed first-class mail to the owners of the property in the proposed rezoning and all property owners adjacent to or within 100 feet of the subject area on the 1st day September, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand this the 7th day of September, 2021.



Kelly K. Stultz, AICP
Planning and Community Development Director



Rezoning (Map Amendment) Application

Planning and Inspections Department
308 E. Stadium Dr., Eden, NC 27288

Phone: 336-623-2110 x2 / Fax: 336-623-4057

www.edennc.us

CONTACT INFORMATION

Contact Name Lawrence Matthew Hall III
Contact Address 1156 Virginia St
City Eden State NC Zip 27288
Phone Number 336-344-1644 or 344-0214 Email mory.hall1256@gmail.com
Contact's Property Interest or Legal Relationship to Owner _____

PROPERTY OWNER INFORMATION

Property Owner Name John Wayne Bolton / Linda Jennings Bolton
Property Owner Mailing Address 5472 Tom Hill Rd
City Trinity State NC Zip 27370
Phone 336) 471-2278 / 336) 410-4362 Email Johnwayn338@gmail.com

PROPERTY INFORMATION

Tax Property ID No. (PIN) 708100549862
Deed Book and Page No. 1512 Pg: 2964
Physical Address 1130 Friendly Rd
City Eden State NC Zip 27288
Year Current Owner Acquired Property 2016 Acreage 8.12
Public Water Available? Yes No Public Sewer Available? Yes No
Current Use of Property _____
City Jurisdiction: _____ In-City Limits ETJ

Existing land use/zoning on adjoining properties:

North: _____

South: _____

East: _____

West: _____

ADDITIONAL INFORMATION

Attach the following documents to this application form:

- Recorded deed to the property
- Copy of the recorded plat or survey for the property* or A map showing dimensions of the property

*Preferred

PROCESS & FILING INFORMATION

Submission Requirements: Per Article 3 of the Eden Unified Development Ordinance (UDO), every applicant for a rezoning (map amendment) is required to meet with the Administrator in a pre-application conference prior to the submittal of a formal application. The purposes of this conference are to provide additional information regarding the review process and assistance in the preparation of the application. Upon application submittal, the Administrator shall review the application to ensure that it is complete.

Review Process: After review and recommendation of the application by the Administrator, the Planning Board shall review and provide a recommendation to the City Council. Upon receiving a recommendation from the Planning Board, the City Council shall hold a legislative public hearing on the proposal for official action.

Required Application Information: A petitioner must complete this application in full. This application will not be processed unless all information requested is provided.

General Rezoning Requests: These are "general" requests involving a zoning change to an individual parcel of land. The request is to amend or change the City's Official Zoning Map in a certain area from one zoning district to another. "General" rezoning requests are not specific and if approved, any permitted land use within the new zoning district as illustrated in Section 5.06 (Table of Permitted Uses) of the Eden UDO could be permitted.

Conditional Zoning District Requests: Conditional Zoning Districts (CZ) are districts with conditions voluntarily added by the applicant. Conditional Zoning Districts provide for orderly and flexible development under the general policies of this ordinance without the constraints of some of the prescribed standards guiding by-right development. Conditional Zoning Districts may be used in any district but is not intended to relieve hardships that would otherwise be handled using a variance procedure. Conditional Zoning District rezonings can include restrictive land uses, site/subdivision master plans and other information as described in Section 3.10 of the UDO.

ZONING INFORMATION

Request Type: _____ General Rezoning _____ Conditional Zoning District

Current Zoning District _____

Requested Zoning District _____

If the request is to a Conditional Zoning District this application should be accompanied by an Existing Conditions Map, a Sketch Plan (may be waived by the Administrator as appropriate), and Master Plan; as well as any other plans, drawings, renderings, elevations, maps and documents specifically included as development documents for approval by the City Council. At a minimum, the following should be provided:

1. The underlying zoning districts and a full list of proposed uses consistent in character with those zoning districts.

Such use classifications may be selected from any of the uses, whether permitted, by right or with supplemental



Rezoning (Map Amendment) Application

Planning and Inspections Department
308 E. Stadium Dr., Eden, NC 27288

Phone: 336-623-2110 x2 / Fax: 336-623-4057

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standards, allowed in the general zoning district upon which the Conditional Zoning District is based. Uses not otherwise permitted within the general zoning district shall not be permitted within the Conditional Zoning District.

2. General traffic routes (external and internal) to and from the development with major access points identified.
3. Tabular data, including the range and scope of proposed land uses, proposed densities, floor area ratios and impervious surface ratios as applicable to development type; and land areas devoted to each type of general land use and phase of development.
4. A proposed development schedule if the project is to be phased.

Proposed Land Use(s):

Industrial use

Proposed Conditions Offered by Applicant: I have been cleaning up this property, and you will see a big difference in it.

APPLICANT/OWNER CERTIFICATION

I hereby certify that, to the best of my knowledge, the information on this application is true and accurate, and I hereby petition the Planning Board to recommend and the City Council to approve this application for a rezoning (map amendment).

Applicant Signature Lawrence Matthew Hall III Date 8-17-2021
 Property Owner Signature Linda J Jennings Date 8/17/2021

Office Use Only

Staff Member (Initial upon Receipt) AM Date 8/17/2021
 Application Number _____ Fee Paid _____

**PLANNING AND INSPECTIONS DEPARTMENT
ZONING MAP AMENDMENT REPORT
Revised August 18, 2021**

CASE NUMBER:	Z-21-15
EXISTING ZONING DISTRICT:	Residential Agricultural (RA)
REQUESTED ZONING DISTRICT:	Heavy Industrial (HI)
APPLICANT:	Lawrence Matthew Hall, III
APPLICANT'S STATUS:	Buyer Under Purchase Agreement

PROPERTY INFORMATION

LOCATION:	1128 and 1130 Friendly Road
PIN:	7081-0054-9862
SIZE:	8.12 acres
ACCESS:	Friendly Road
LAND USE:	Vacant commercial structure and single-family residence
ZONING HISTORY:	Zoned I2 as part of original ETJ zoning; rezoned to RA as part of UDO updates effective January 1, 2021

AREA INFORMATION

CHARACTERISTICS:	Bordered on the north, south and east by large parcels of RA property containing single-family residences; bordered on the west (across Friendly Rd.) by a large parcel of undeveloped R6(CZ) property.	
ADJACENT ZONING:	North:	RA
	East:	RA
	South:	RA
	West:	R6(CZ)

PLANNING AND DEVELOPMENT INFORMATION

STREET IMPROVEMENTS:	Yes
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PUBLIC WATER AVAILABLE: No
PUBLIC SEWER AVAILABLE: No
LAND DEVELOPMENT PLAN (2007): Traditional Neighborhood
FLOOD HAZARD AREA: None
WATER SUPPLY WATERSHED: Smith River Protected Area

STAFF ANALYSIS

The request is to rezone approximately 8.12 acres from Residential Agricultural (RA) to Heavy Industrial (HI). The RA district is intended to accommodate lower density residential and agricultural uses. Areas within this district may be restricted due to lack of available utilities, unstable soil types or steep slopes. The HI district is established to accommodate those industrial, manufacturing, or large-scale utility operations that are known to pose levels of noise, vibration, odor, or truck traffic that are considered nuisances to surrounding development. This district is customarily located in proximity to railroad sidings and/or major thoroughfares.

The subject parcel is located on Friendly Road, which is made up almost entirely of residential and agricultural uses. The subject property formerly contained a scrap metal recycling facility, however the vested right to this use was lost when the facility shut down several years ago. Previous owners have petitioned several times to have the property rezoned for industrial-type uses and each of these requests has been denied. This property was rezoned to RA as part of the UDO updates which were effective on January 1, 2021. Due to the character of the adjacent and surrounding residential and agricultural uses, staff is of the opinion that HI zoning would not be appropriate for this property.

Based upon the rural character of the area and the existing residential and agricultural uses in the area, staff recommends denial of the HI request.

STAFF RECOMMENDATION: Denial of the HI request.



ZONING CASE

Z-21-15

AERIAL MAP



7081-00-54-9862

Zoned:

Residential-Agricultural

Request:

Heavy Industrial



ZONING CASE

Z-21-15

ZONING MAP



7081-00-54-9862

Zoned:

Residential-Agricultural

Request:

Heavy Industrial

A RESOLUTION ADOPTING A
STATEMENT OF CONSISTENCY REGARDING
A PROPOSED AMENDMENT TO THE
CITY OF EDEN UNIFIED DEVELOPMENT ORDINANCE
CASE NUMBER Z-21-15
MAP AMENDMENT

WHEREAS, pursuant to North Carolina General Statutes Chapter 160A-383, prior to adoption or rejection of any zoning amendment, the Eden City Council is required to adopt a statement as to whether the amendment is consistent with the Land Development Plan and why the City Council considers the action taken to be reasonable and in the public interest;

WHEREAS, on August 21, 2007, the Eden City Council adopted the Land Development Plan. Plans such as the City of Eden Land Development Plan are not designed to be static but are meant to reflect the City of Eden's needs, plans for future development and to remain in compliance with North Carolina State Law and the City of Eden's ordinances;

WHEREAS, the City of Eden Planning Board received a request to rezone the property known as 1128 and 1130 Friendly Road from Residential Agricultural (RA) Heavy Industrial (HI);

WHEREAS, On July 27, 2021, the City of Eden Planning Board voted to recommend to the City Council that they deny the rezoning request.

STATEMENT OF NEED:

Staff is recommending denial of the request due to the close proximity to the Smith River WS-IV Watershed and the high intensity industrial uses would not be appropriate for this property in a mainly residential and agricultural area. This property is in an area identified by the City of Eden Land Development Plan Future Land Use Map as Traditional Neighborhood. The RA district is intended to accommodate lower density residential and agricultural uses. Areas within this district may be restricted due to lack of available utilities, unstable soil types or steep slopes. The HI district is established to accommodate those industrial, manufacturing, or large-scale utility operations that are known to pose levels of noise, vibration, odor, or truck traffic that are considered nuisances to surrounding development. This district is customarily located in proximity to railroad sidings and/or major thoroughfares.

STATEMENT OF CONSISTENCY:

The goals of the 2007 City of Eden Land Development Plan, as amended, are to make smart growth decisions by carefully managing growth to:

- A. Strategically locate new land development in the most appropriate places.

- B. Maintain and enhance Eden's community character and heritage.
- C. Use infrastructure investments as effectively as possible.
- D. Attract new jobs and a more diverse tax base.
- E. Protect natural, cultural and historic resources and open space as we grow.

WHEREAS, The Eden City Council has considered the written recommendation of the City of Eden Planning Board and has held a public hearing on the proposed amendment, and the Council desires to adopt a statement describing why the adoption of the proposed amendment is not consistent with the City of Eden Land Development Plan, and why the City Council considers the proposed amendment is not reasonable and is not in the public's best interest;

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

1. The Eden City Council finds that the proposed zoning map amendment to the City of Eden Unified Development Ordinance is not consistent with the goals and recommendations of the 2007 City of Eden Land Development Plan, as amended, since the Plan designated the area as a Traditional Neighborhood district.
2. At no time are land use regulations or plans of the City of Eden or any jurisdiction in the State of North Carolina permitted to be in violation of the North Carolina General Statutes.
3. Therefore, based upon the foregoing information, the amendments to the Unified Development Ordinance are not reasonable and is not in the public's best interest.

Approved and adopted and effective this 21st day of September, 2021.

CITY OF EDEN

BY: _____

Neville A. Hall, Mayor

ATTEST:

Deanna Hunt, City Clerk



Planning and Community Development 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: **Zoning Case Z-21-16 – 121 Boone Road**
Date: September 7, 2021

The City has received a zoning map amendment request filed by Russell and Shawn Bowers to rezone property at 121 Boone Road. The request is to rezone the property from Neighborhood Mixed Use to Light Industrial.

At a regular meeting in August, the Planning Board voted to recommend that the City Council approve this request as amended to add 205 Boone Road.

The Planning and Community Development Department recommends approval of the map amendment request as amended to include an additional property.

CERTIFICATE SHOWING THAT NOTICES WERE MAILED TO THE OWNER(S) OF PROPERTY SUBJECT TO REZONING AND TO OWNER(S) OF ALL PARCELS OF LAND ABUTTING SUBJECT PROPERTY AND/OR WITHIN 100 FEET OF SUBJECT PROPERTY.

RE: ZONING CASE Z-21-16
121 Boone Road

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF EDEN:

I, Kelly K. Stultz, Planning & Community Development Director of the City of Eden North Carolina, do hereby certify that notices of the proposed zoning map amendment requested by Russell and Shawn Bowers to rezone property at 121 Boone Road from Neighborhood Mixed Use to Light Industrial were mailed first-class mail to the owners of the property in the proposed rezoning and all property owners adjacent to or within 100 feet of the subject area on the 1st day September, 2021. A Notice was also sent on September 1, 2021, by certified mail, return receipt requested, to the property owner of the property that is proposed to be added to the map amendment request.

IN WITNESS WHEREOF, I have hereunto set my hand this the 1st day of September, 2021.



Kelly K. Stultz, AICP
Planning and Community Development Director



Rezoning (Map Amendment) Application

Planning and Inspections Department

308 E. Stadium Dr., Eden, NC 27288

Phone: 336-623-2110 x2 / Fax: 336-623-4057

www.edennc.us

CONTACT INFORMATION

Contact Name Russell Bowers Shawn Bowers

Contact Address 121 Boone Rd

City Eden State NC Zip 27288

Phone Number 336-627-9818 Email shawnrbowers72@yahoo.com

Contact's Property Interest or Legal Relationship to Owner Owner

PROPERTY OWNER INFORMATION

Property Owner Name Russell Bowers Shawn Bowers

Property Owner Mailing Address 121 Boone Rd

City Eden State NC Zip 27288

Phone 336-627-9818 Email shawnrbowers72@yahoo.com

PROPERTY INFORMATION

Tax Property ID No. (PIN) 1183485 Parcel # 106503

Deed Book and Page No. _____

Physical Address 121 Boone Rd.

City Eden State NC Zip 27288

Year Current Owner Acquired Property _____ Acreage _____

Public Water Available? Yes No Public Sewer Available? Yes No

Current Use of Property _____

City Jurisdiction: In-City Limits ETJ

Existing land use/zoning on adjoining properties:

North: Circle Drive-in

South: Humans Society

East: Smith River

West: Snow Properties

ADDITIONAL INFORMATION

Attach the following documents to this application form:

Recorded deed to the property

Copy of the recorded plat or survey for the property* or A map showing dimensions of the property

*Preferred

PROCESS & FILING INFORMATION

Submission Requirements: Per Article 3 of the Eden Unified Development Ordinance (UDO), every applicant for a rezoning (map amendment) is required to meet with the Administrator in a pre-application conference prior to the submittal of a formal application. The purposes of this conference are to provide additional information regarding the review process and assistance in the preparation of the application. Upon application submittal, the Administrator shall review the application to ensure that it is complete.

Review Process: After review and recommendation of the application by the Administrator, the Planning Board shall review and provide a recommendation to the City Council. Upon receiving a recommendation from the Planning Board, the City Council shall hold a legislative public hearing on the proposal for official action.

Required Application Information: A petitioner must complete this application in full. This application will not be processed unless all information requested is provided.

General Rezoning Requests: These are "general" requests involving a zoning change to an individual parcel of land. The request is to amend or change the City's Official Zoning Map in a certain area from one zoning district to another. "General" rezoning requests are not specific and if approved, any permitted land use within the new zoning district as illustrated in Section 5.06 (Table of Permitted Uses) of the Eden UDO could be permitted.

Conditional Zoning District Requests: Conditional Zoning Districts (CZ) are districts with conditions voluntarily added by the applicant. Conditional Zoning Districts provide for orderly and flexible development under the general policies of this ordinance without the constraints of some of the prescribed standards guiding by-right development. Conditional Zoning Districts may be used in any district but is not intended to relieve hardships that would otherwise be handled using a variance procedure. Conditional Zoning District rezonings can include restrictive land uses, site/subdivision master plans and other information as described in Section 3.10 of the UDO.

ZONING INFORMATION

Request Type: General Rezoning Conditional Zoning District

Current Zoning District _____

Requested Zoning District Previous Zoning

If the request is to a Conditional Zoning District this application should be accompanied by an Existing Conditions Map, a Sketch Plan (may be waived by the Administrator as appropriate), and Master Plan; as well as any other plans, drawings, renderings, elevations, maps and documents specifically included as development documents for approval by the City Council. At a minimum, the following should be provided:

1. The underlying zoning districts and a full list of proposed uses consistent in character with those zoning districts.

Such use classifications may be selected from any of the uses, whether permitted, by right or with supplemental



Rezoning (Map Amendment) Application

Planning and Inspections Department
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standards, allowed in the general zoning district upon which the Conditional Zoning District is based. Uses not otherwise permitted within the general zoning district shall not be permitted within the Conditional Zoning District.

2. General traffic routes (external and internal) to and from the development with major access points identified.
3. Tabular data, including the range and scope of proposed land uses, proposed densities, floor area ratios and impervious surface ratios as applicable to development type; and land areas devoted to each type of general land use and phase of development.
4. A proposed development schedule if the project is to be phased.

Proposed Land Use(s):

Proposed Conditions Offered by Applicant:

APPLICANT/OWNER CERTIFICATION

I hereby certify that, to the best of my knowledge, the information on this application is true and accurate, and I hereby petition the Planning Board to recommend and the City Council to approve this application for a rezoning (map amendment).

Applicant Signature Shawn Bowers Russell Bowers Date 7-18-21

Property Owner Signature Shawn Bowers Russell Bowers Date 7-18-21

Office Use Only

Staff Member (Initial upon Receipt) Madison Date 7/20/2021

Application Number Z-21-16 Fee Paid N/A

**PLANNING AND INSPECTIONS DEPARTMENT
ZONING MAP AMENDMENT REPORT
July 22, 2021**

CASE NUMBER:	Z-21-16
EXISTING ZONING DISTRICT:	Neighborhood Mixed Use (NMX)
REQUESTED ZONING DISTRICT:	Light Industrial (LI)
APPLICANT:	Russell Bowers Shawn Bowers
APPLICANT'S STATUS:	Property Owners

PROPERTY INFORMATION

LOCATION:	121 Boone Road
PIN:	7070-1562-7876
SIZE:	4.94 acres
ACCESS:	Boone Rd.
LAND USE:	Auto repair business
ZONING HISTORY:	Originally zoned I1; rezoned to NMX as part of UDO updates effective January 1, 2021

AREA INFORMATION

CHARACTERISTICS:	Bordered on the north and east by BG properties containing various commercial uses; bordered on the west by an R12 neighborhood containing single-family residences; bordered on the south by a parcel of NMX property containing the Humane Society and (across Early Avenue) by an undeveloped parcel of R6 property and an R6 property containing a single-family residence.		
ADJACENT ZONING:	North:	BG	
	East:	BG	
	South:	NMX, R6	
	West:	R12	

PLANNING AND DEVELOPMENT INFORMATION

STREET IMPROVEMENTS:	Yes
PUBLIC WATER AVAILABLE:	Yes
PUBLIC SEWER AVAILABLE:	Yes
LAND DEVELOPMENT PLAN (2007):	Commercial
FLOOD HAZARD AREA:	AE, AEFW, Shaded X
WATER SUPPLY WATERSHED:	None

STAFF ANALYSIS

The request is to rezone approximately 4.94 acres from Neighborhood Mixed Use (NMX) to Light Industrial (LI). The NMX district is intended to provide pedestrian-scaled, higher-density residential housing and opportunities for limited scaled commercial and office activities. Development in this district should encourage pedestrian activity through construction of mixed-use buildings and connections to adjacent neighborhoods. Buildings in this district are typically smaller in scale and detached. The LI district is intended to accommodate externally benign industrial and office uses that pose little nuisance to adjacent residential areas.

The subject parcel is located on Boone Road near the Spray Traffic Circle. The subject property is a former industrial property (I1) containing a former textile mill. The property currently contains an auto repair business and an indoor recreational facility (batting facility). This area was rezoned to NMX as part of the UDO updates which were effective on January 1, 2021. The area is made up of various commercial and office uses. The Humane Society property adjoins the subject property and is also currently zoned NMX. There is an established single-family neighborhood to the west adjoining the subject property. The current use of the property (auto repair) is not a permitted use in the NMX district. In addition, the adjoining property (Humane Society) houses a kennel, which is also not a permitted use in the NMX district. These uses are considered “legal non-conforming” uses and would be allowed to continue to operate as “grandfathered” uses since they are existing businesses; however, they would lose their right to continue if they were to cease operation for an extended period of time. Staff is of the opinion that these uses are compatible with the surrounding commercial and residential uses. Staff is also of the opinion that the other types of uses allowed in the LI district would not be detrimental to the surrounding area. Therefore, staff recommends in favor of the LI rezoning request for the subject property. Staff also recommends amending the request to include the adjacent Humane Society property located at 205 Boone Road to be rezoned to LI, since this type of use is a permitted use in the LI district.

Based upon the character of the area and the existing commercial uses in the area, staff recommends in favor of the amended LI request.

STAFF RECOMMENDATION: **Approval of the amended LI request.**



ZONING CASE

Z-21-16

AERIAL MAP



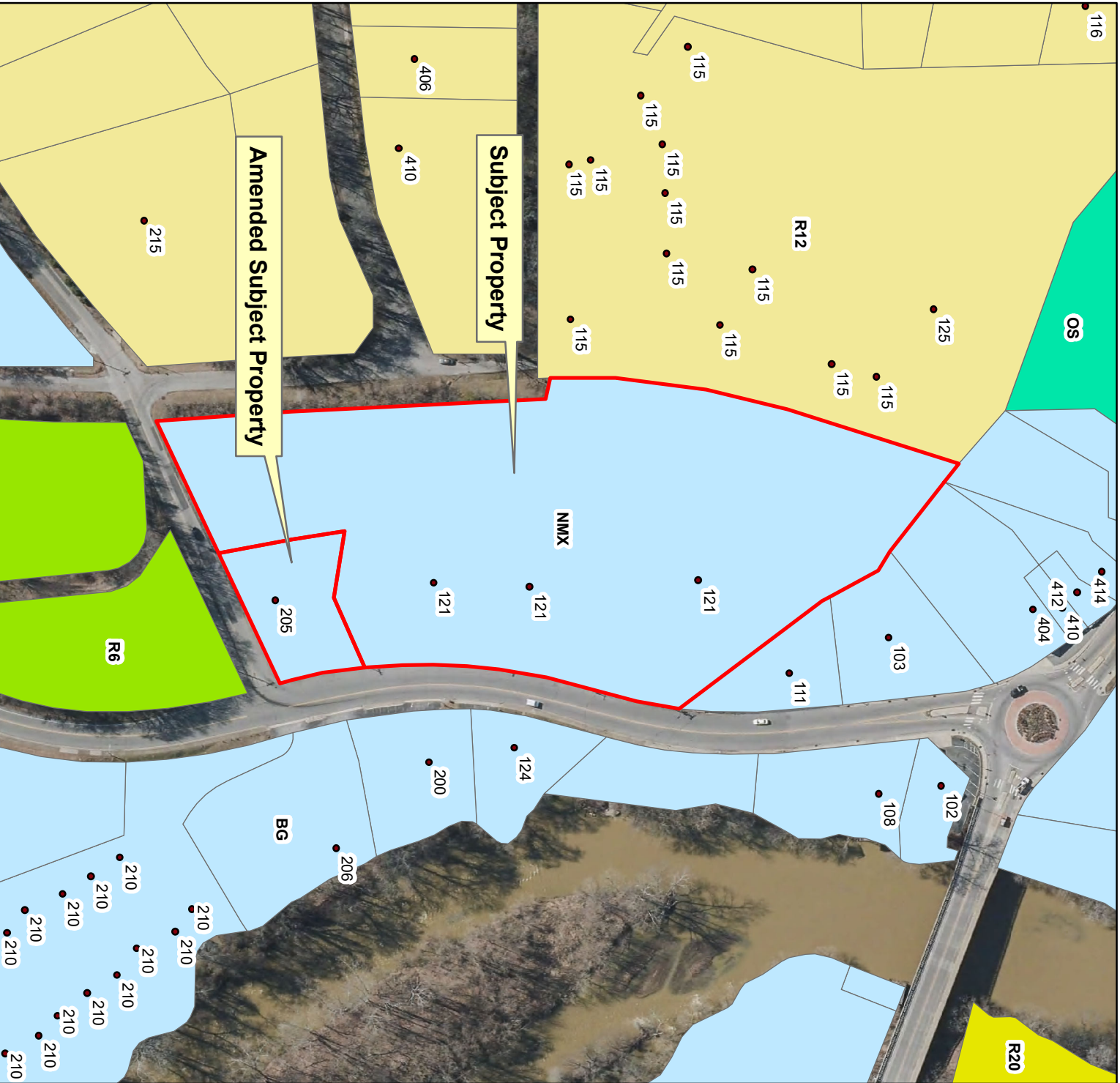
7070-15-62-7876

Zoned:

Neighborhood Mixed Use

Request:

Light Industrial



ZONING CASE

Z-21-16

ZONING MAP



**7070-15-62-7876
and
7070-15-62-8561**

**Zoned:
Neighborhood Mixed Use**

**Request:
Light Industrial**

AN ORDINANCE AMENDING THE ZONING
ORDINANCE OF THE CITY OF EDEN

BE IT ORDAINED BY THE CITY COUNCIL of the City of Eden, North Carolina, that, after having fully complied with all legal requirements, including publication of notice of a public hearing and the holding of a public hearing relative thereto, the Unified Development Ordinance of the City of Eden is hereby amended as follows:

Section 1 - Change from Neighborhood Mixed Use to Light Industrial the following properties:

TRACT 1:

BEGINNING at a point in the pavement of a driveway, said point of beginning being North 9 deg. 46 min. 00 sec. West, 106.95 feet from the northwest corner of the intersection of Boone Road and Early Avenue; said point of beginning further being South 9 deg. 46 min. 00 sec. East 18.05 feet from an iron pipe which marks the original corner of the Spray Municipal Building Lot, and more particularly described in Deed Book 328 page 61; thence off said point of beginning and with the property line of the Spray Municipal Building Lot, property of Rockingham County, North Carolina, South 75 deg. 49 min. 00 sec. West, 91.92 feet to a point marked by a bolt driven in the pavement; thence South 83 deg. 12 min. 00 sec. West 78.19 feet to a point marking the northwest corner of the aforesaid Spray Municipal Building Lot; thence continuing with the property lines of the aforesaid Spray Municipal Building Lot, South 14 deg. 11 min. 00 sec. East 25.00 feet to an iron rod at the end of a brick-faced retaining wall; thence South 9 deg. 46 min. 00 sec. East 125.00 feet to an iron spike in the northerly line of Early Avenue; thence with the northerly line of Early Avenue, South 64 deg. 54 min. 00 sec. West 175.12 feet to a point; said point being 25 feet from the center of the existing tract of the Carolina and Northwestern Railroad, formerly the Danville and Western Railroad; thence leaving the northerly line of Early Avenue and with a new westerly boundary line which parallels more or less the center of the existing track of the aforesaid Railroad and 25 feet therefrom North 0 deg. 25 min. 19 sec. West 199.34 feet; North 0 deg. 42 min. 35 sec. West 183.69 feet; North 0 deg. 40 min. 29 sec. East 157.67 feet; North 8 deg. 27 min. 33 sec. East 135.19 feet; North 16 deg. 35 min. 37 sec. East 127.65 feet; North 20 deg. 59 min. 10 sec. East 112.59 feet; North 21 deg. 33 min. 10 sec. East 52.14 feet to a point in Tacket Branch; thence with the approximate centerline of Tacket Branch as it now exists and with the reservations recited in Deed Book 173 page 237; down Tacket Branch as it meanders; South 47 deg. 10 min. 20 sec. East, 57.88 feet; South 43 deg. 58 min. 29 sec. East 73.76 feet; South 22 deg. 45 min. 02 sec. East 92.40 feet; South 36 deg. 06 min. 56 sec. East 200.93 feet to a point in the aforesaid branch at the Bridge and in the westerly line of Boone Road; thence with the westerly line of Boone Road and paralleling the back of the existing curb more or less; South 10 deg. 41 min. 23 sec. West 18.37 feet; South 9 deg. 44 min. 39 sec. West 43.23 feet; South 19 deg. 34 min. 19 sec. West 75.27 feet; South 14 deg. 04 min. 38 sec. West, 79.27 feet; South 6 deg. 35 min. 12 sec. West 57.94

feet; South 3 deg. 52 min. 38 sec. West 73.25 feet to an iron pipe which marks the original corner of the Spray Municipal Building Lot, Property of Rockingham County and more particularly described in Deed Book 328 page 61; thence South 9 deg. 46 min. 00 sec. East 18.05 feet to the point of beginning; and designated as Parcel "A" containing 4.936 acres and more particularly shown on a "Plat of Survey for Morehead Mills, Inc." prepared by J. A. Gustin and Associates, Consulting Engineers and Land Surveyors and dated July 13, 1973. Deed Reference: Book 992, Page 1298.

The above described property being commonly known as 121 Boone Road and identified by the Rockingham County Tax Dept. as 7070-15-62-7876 and Parcel No. 106503.

TRACT 2:

BEGINNING at an iron marking the northwest corner of the intersection of Boone Road by Early Avenue; thence with the west edge of Boone Road North 09 degrees 46 min. West 106.95 feet more or less to a point on the West side of Boone Road, same being located South 09 degrees 46 min. East 18.05 feet from an iron bolt marking the northeast corner of the original "Spray Municipal Building Lot" (Deed Book 328, at Page 61); thence leaving the west edge of Boone Road South 75 degrees 49 min. West 91.92 feet to a point in the original north line of said "Spray Municipal Building Lot"; thence S 83 degrees 12 min. West 76.19 feet to a point; thence South 14 degrees 11 min. East 25 feet to an iron rod set at the northwest end of a brick-faced retaining wall and marking the northwest corner of said "Spray Municipal Building Lot" (Deed Book 328, Page 61); thence South 09 degrees 46 min. East 125 feet to an iron in the north edge of Early Avenue; thence with the north edge of Early Avenue North 64 degrees 54 min. East 174 feet to the POINT OF BEGINNING. Deed Reference: Book 1158, Page 197.

The above described property being commonly known as 205 Boone Road and identified by the Rockingham County Tax Dept. as 7070-15-62-8561 and Parcel No. 107622.

Section 2 - The Official Zoning Map of the City of Eden is hereby amended to conform with this Ordinance.

APPROVED, ADOPTED AND EFFECTIVE, this 21st day of September, 2021.

CITY OF EDEN

BY: _____
Neville A. Hall, Mayor

ATTEST:

Deanna Hunt, CMC, City Clerk

A RESOLUTION ADOPTING A
STATEMENT OF CONSISTENCY REGARDING
A PROPOSED AMENDMENT TO THE
CITY OF EDEN ZONING ORDINANCE
CASE NUMBER Z-21-16
MAP AMENDMENT

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

WHEREAS, on August 21, 2007, the Eden City Council adopted the Land Development Plan. Plans such as the City of Eden Land Development Plan are not designed to be static but are meant to reflect the City of Eden's needs, plans for future development and to remain in compliance with North Carolina State Law and the City of Eden's ordinances;

WHEREAS, the City of Eden Planning Board received a request to rezone property located at 121 Boone Rd. from Neighborhood Mixed Use to Light Industrial;

WHEREAS, On August 24, 2021, the City of Eden Planning Board voted to recommend to the Eden City Council that the rezoning request be approved and to recommend that an additional property located at 205 Boone Road be rezoned from Neighborhood Mixed Use to Light Industrial.

STATEMENT OF NEED:

The property currently contains an auto repair business and an indoor recreational facility (batting facility). This area was rezoned to NMX as part of the UDO updates which were effective on January 1, 2021. The area is made up of various commercial and office uses. The Humane Society property adjoins the subject property and is also currently zoned NMX. There is an established single-family neighborhood to the west adjoining the subject property. The current use of the property (auto repair) is not a permitted use in the NMX district. In addition, the adjoining property (Humane Society) houses a kennel, which is also not a permitted use in the NMX district. These uses are considered "legal non-conforming" uses and would be allowed to continue to operate as "grandfathered" uses since they are existing businesses; however, they would lose their right to continue if they were to cease operation for an extended period of time. These uses are compatible with the surrounding commercial and residential uses. The Planning Board is also of the opinion that the other types of uses allowed in the LI district would not be detrimental to the surrounding area. The Land Development Plan, as amended, identifies these properties as being in a Town Center area.

STATEMENT OF CONSISTENCY:

The goals of the 2007 City of Eden Land Development Plan, as amended, are to make smart growth decisions by carefully managing growth to:

- A. Strategically locate new land development in the most appropriate places.
- B. Maintain and enhance Eden's community character and heritage.
- C. Use infrastructure investments as effectively as possible.
- D. Attract new jobs and a more diverse tax base.
- E. Protect natural, cultural and historic resources and open space as we grow.

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

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

1. The Eden City Council finds that the proposed amendment to the City of Eden Unified Development Ordinance is consistent with the goals and recommendations of the 2007 City of Eden Land Development Plan, as amended.
2. At no time are land use regulations or plans of the City of Eden or any jurisdiction in the State of North Carolina permitted to be in violation of the North Carolina General Statutes.
3. Therefore, based upon the foregoing information, the amendment to the Unified Development Ordinance is reasonable and, in the public's, best interest.

Approved and adopted and effective this 21st day of September, 2021.

CITY OF EDEN

BY: _____
Neville Hall, Mayor

ATTEST:

Deanna Hunt, City Clerk



Planning and Community Development 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
7845 NC 770**
Date: September 9, 2021

At your August regular meeting, you instructed the City Clerk to investigate the sufficiency of a petition for voluntary annexation for the property located at 7845 NC 770 owned by Jill Chilton Harris and husband, Bobby Harris.

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 the certificate of sufficiency executed by the City Clerk. The property owners have employed a surveyor to prepare a current survey of the property as required by the North Carolina General Statutes. A copy of that survey will be available to you at the City Council meeting on September 21, 2021.

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 October regular City Council meeting.

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

PETITION REQUESTING A CONTIGUOUS ANNEXATION

Date: 7/29/2021

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>
<u>7845 NC HWY 770 Eden NC.</u>	<u>240 Corn Tassel Trail</u>	<u>Jeff Harris</u>
<u>wife Jill H Harris</u>	<u>240 Corn Tassel Trail</u>	<u>Bobby Harris</u>
<u>Bobby Harris</u>	<u>240 Corn Tassel Trail</u>	<u>Bobby Harris</u>
	<u>Stonewille NC</u>	



CERTIFICATE OF SUFFICIENCY

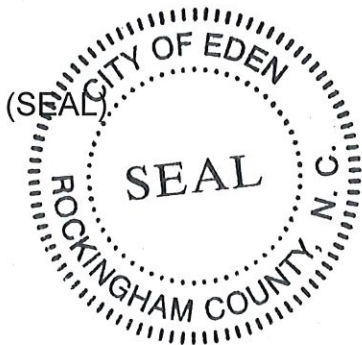
To the City Council of the City of Eden, North Carolina:

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 9th day of September, 2021.

Deanna Hunt

Deanna Hunt, CMC
City Clerk



City of Eden
Annexation of 7845 NC 770



FIREMAN CLUB RD

LAKECREST RD

WASHINGTON ST

NC 135

NC 770

1335

1405

7885

7845

7833

1416

**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 August 17, 2021; 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 October 19, 2021.

Section 2. The area proposed for annexation is described as follows:

Commencing at an established iron pipe driven in the west margin of a 20-foot roadway, said iron being the beginning point of that tract of land as is more fully described in Deed from Dewey H. Robertson and wife, Margaret G. Robertson to George D. Robertson and wife, Evelyn H. Robertson dated March 31, 1955 and recorded in Deed Book 468, at page 208; thence along a tie line, North 49 deg. 15 min. East 214.09 feet to a point, THE POINT OF BEGINNING, thence North 60 deg. 14 min. East 100 feet to a point; thence South 29 deg. 46 min. East 300 feet, more or less, to a point in the north line of the right of way of N.C. State Highway 770; thence continuing South 29 deg. 46 min. East 75 feet, more or less, to a point, the center line of the said N. C. Highway 770; thence with the center line of said highway, South 60 deg. 14 min. West 100 feet to a point; thence North 29 deg. 46 min. West 75 feet to a point; thence continuing North 29 deg. 46 min. West 300.00 feet, more or less, the POINT OF BEGINNING, being a portion of a certain 3.719 acre tract, as per "Plat of Survey for George D. Robertson" by Robert B. McHenry dated January 28, 1971.

SAVE AND EXCEPT from the above described tract of land any portion thereof heretofore conveyed for highway purposes.

The above described parcel of land contains a portion of that tract of land conveyed from Dewey H. Robertson and Margaret G. Robertson to George D. Robertson and wife, Evelyn H. Robertson dated March 31, 1955 and recorded in Deed Book 468, at page 208, and a portion of both tracts of land as described in a deed from Fred J. Swinney and wife, Geneva D. Swinney to George D. Robertson and wife, Evelyn H. Robertson dated February 12, 1949, and recorded in Deed Book 396, at page 247.

The above described property being commonly known as 7845 NC 770 and identified by the Rockingham County Tax Dept. as PIN 7969-12-85-5844 and Parcel No. 133161.

Section 3. Notice of the public hearing shall be published in the Rockingham Now, 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 21st day of September, 2021.

CITY OF EDEN

BY: _____
Neville A. Hall, Mayor

ATTEST:

Deanna Hunt, CMC, City Clerk



Eden Parks & Recreation Department

P. O. Box 70, 308 E Stadium Drive, Eden NC 27289-0070/Telephone 336-623-2110/Fax 336-623-4041

MEMO

To: Honorable Mayor and City Council
Thru: Jon Mendenhall, City Manager
From: Terry Vernon, Parks & Recreation Director
Subject: **New Street Site**
Date: September 15, 2021

City Staff have reviewed the prospect of developing City-County owned land on the eastern side of New Street. Staff have investigated and recommend to the Council the following:

1. That the timber be harvested on the site and that a reputable timber management firm be hired via competitive process to manage the timber on the site going forward.
 - a. Staff preliminary estimates yield a timber harvest revenue of \$256,000.00, that these funds be restricted as offsetting revenues for the other activities outlined herein.
2. That an engineering firm be engaged to formalize a Preliminary Engineering Report (PER).
 - a. Staff preliminary estimates yield an expense of PER at \$76,000.
 - b. The PER will enable the site to be "shovel ready" so that grants could be applied for.
3. That city forces clear/grub/grade an access roadway and 2 pads.
 - a. Access roadway (dirt surfaced) will be used to access the site according to the attached plan.
 - b. Pad #1, fronting New Street will be marketed for development.
 - c. Pad #2, further in the interior of the project will be trail-head for recreational activities. This site will consist of a parking area, picnic shelter, and temporary/portable restrooms.

4. That a consultant be engaged to consult on the construction of 5 miles of bike/hiking trails along the model of “Anglers Park” in Danville.
5. The following preliminary budget is offered, subject to refinement following the PER process:
 - a. Offering timber revenue \$256,000
 - b. PER \$76,000
 - c. Access Roadway, Pad #1m Pad #2 \$284,000
 - d. Trail Construction \$50,000
 - e. Expense Sub-total \$310,415
 - f. Revenue Sub-total \$256,000
 - g. Total (\$54,415)
 - i. 50% City Share \$27,207.50
 - ii. 50% County Share \$27,207.50
6. That the County, as equal partner, agree to the foregoing plan.



Planning and Community Development 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 Stultz, Planning and Community Development Director
Re: Measures for Maintenance and Updates for Uptown Eden
Date: September 14, 2021

Earlier this year, the Council authorized a small area plan for the Uptown Eden area. As this project began, we brought a number of small projects to you for your consideration. We need approvals from you to continue working as follows:

A. Bridge Street Parking Lot – Wall and Tree Removal

It has been determined that the masonry wall between the City's Bridge Street parking lot and the private lot owned by the Emerine's (Old Southern National Bank) belongs to the City. Additionally, the Leyland Cyprus trees were planted a number of years ago. The wall needs to be replaced and the Leyland Cyprus trees along the northern line of the City lot need to be removed and replaced. Municipal Services is willing to take out the trees and the wall. Bids will need to be sought on replacing the wall.

Request: As is the policy, engineering staff have worked to prepare an RFP and plans for this project. We need to put this RFP out for bid as soon as possible. We would like to ask your permission to have our force account take down the wall, remove the trees and do the asphalt patching. Additionally, we need you to approve the wall and tree replacement not to exceed \$40,000.

Emerine Parking Lot Lease – 600 Washington Street

The desire on the part of the City is to lease a portion of this parking lot. Please see the attached map that outlines the spaces we would be leasing. In exchange, we would pave the parking lot. I received an amount of \$14,000 to pave the entire lot. The estimate includes Asphalt Surface Treatment, 1.5" RS95.C and Asphalt Mix and Pavement Markings. Erin would prepare a 15-year lease. At the end of that time (and the expected life of the pavement), the project would be evaluated. What is currently proposed would provide at least 14 spaces.

Request: According to Tammy Amos, if we do not get the new wall in place by early November we will have to wait until Spring for the paving work. We ask that you authorize us to proceed with the paving not to exceed \$15,000 upon the successful negotiations of the lease.

B. Potential for Additional Parking Spaces Behind the buildings on the South Side of Washington Street.

The City owns property behind the above described businesses. With parking needed for residents, business owners and customers, I would recommend a study be done by Engineering to determine the feasibility of providing spaces in this area.

This is not completed.

C. Henry Street Parking Lot

There has been an application done by Randy Hunt to install a charging station for electric vehicles.

We received word that we were not funded for this grant.

D. Henry Street Waterline Replacement and Patrick Street Sewer Manhole and Line Replacement.

If the under-pavement work on these two projects are done out of sequence, we will be finding ourselves digging up brand new pavement. Mark Bullins was able to coordinate with Yates Construction to have these projects done before the May 10 deadline. The City Council approved the necessary change order and expenditures at their April regular meeting. A copy of what was sent to Council is attached.

This has been completed.

E. Hotel/Ray Commons sidewalk at the corner of Monroe and Washington Streets

The owner of the Ray Commons building has requested that the grate and stairway be filled in. Option one is a floating sidewalk. There is a shop drawing for this option attached to this Memo. It will have to be reviewed by a structural engineer. With option one the City will pay. Option two is the City grants the owner an encroachment agreement and the owner will pay. Option three would involve flowable fill. Concerns were raised about putting additional pressure on the outer walls of the building.

This project is to be handled by the property owner. We have received a copy of the Structural Engineer's report as to how it will be handled.

F. Alley Behind Ray Commons Building – Monroe Street

This alley is to be re-paved. Tammy Amos estimates the cost to be \$5,000. This includes: 3" RS9.5C Asphalt Mix. Removal of the existing asphalt, the fine grading and reconditioning or installation of the stone will be done by force account. As per the City Manager, this work falls under maintenance. A question was raised concerning a drainage issue in the alley. Tammy Amos and Paul Dishmon went to the site and discovered that the building gutter drain was not connected to the storm drain as it had before the recent renovations.

This will be done at the same time as the Monroe Street resurfacing.

G. Monroe Street – Resurfacing

Monroe Street – Resurfacing (Washington Street to Jay Street) - \$42,000

Estimate Includes: Edge Milling, Structure Adjustments and 1.5” RS9.5C Asphalt Mix

This project is already scheduled for FY 21-22, funded with Powell Bill funds. This will include curb repair with a drop inlet to tie to a 24-inch junction box. It will also include removal of a 2-inch waterline.

This project will be done after the completion of the Uptown Eden Small Area Plan and will be undertaken in Spring 2022 by our force account.

H. Monroe Street Parking Lot – Resurfacing

Monroe Street Parking Lot – Resurfacing - \$22,000. The Estimate Includes: Edge

Milling, Asphalt Surface Treatment, 1.5” RS9.5C Asphalt Mix and Pavement Markings.

The funding for this is already in the FY 21-22 budget.

This will be undertaken when the paving for Monroe Street is done.

I. Monroe Street Parking Lot Drainage Improvements

Monroe Street Parking Lot – Drainage Improvements - \$9,500 Estimate Includes: 1

Manhole w/Ring and Cover, 1 Concrete Box w/ Frame & Grate, 15” HDPE Pipe, Stone, Asphalt Replacement and a new section of Standard Curb & Gutter.

This will be done with the other Monroe Street Improvements

J. Washington Street Crosswalk Installation

In the mid 2000’s, the City of Eden undertook a streetscape project in what is now called Uptown Eden. The sidewalks were replaced on Washington Street and new lights and decorative crosswalks were installed. At the time of installation, we were told by NCDOT that when the street was repaved, the City would have to replace the crosswalks if we wanted decorative crosswalks. We have reached out to NCDOT and others to find an average cost for the replacement. Jason Julian of NCDOT shared an estimate of \$68.00 per square yard.

We estimate that the cost of installing the decorative crosswalks at \$68.00 per square yard would be \$32,607.36. This figure includes the addition of crosswalks at the Hamilton Street and Washington Street intersections and at the Bridge Street and Washington Street intersection. This was presented to Council at the Special Meeting on Thursday, April 22 and the consensus of the Council was to proceed

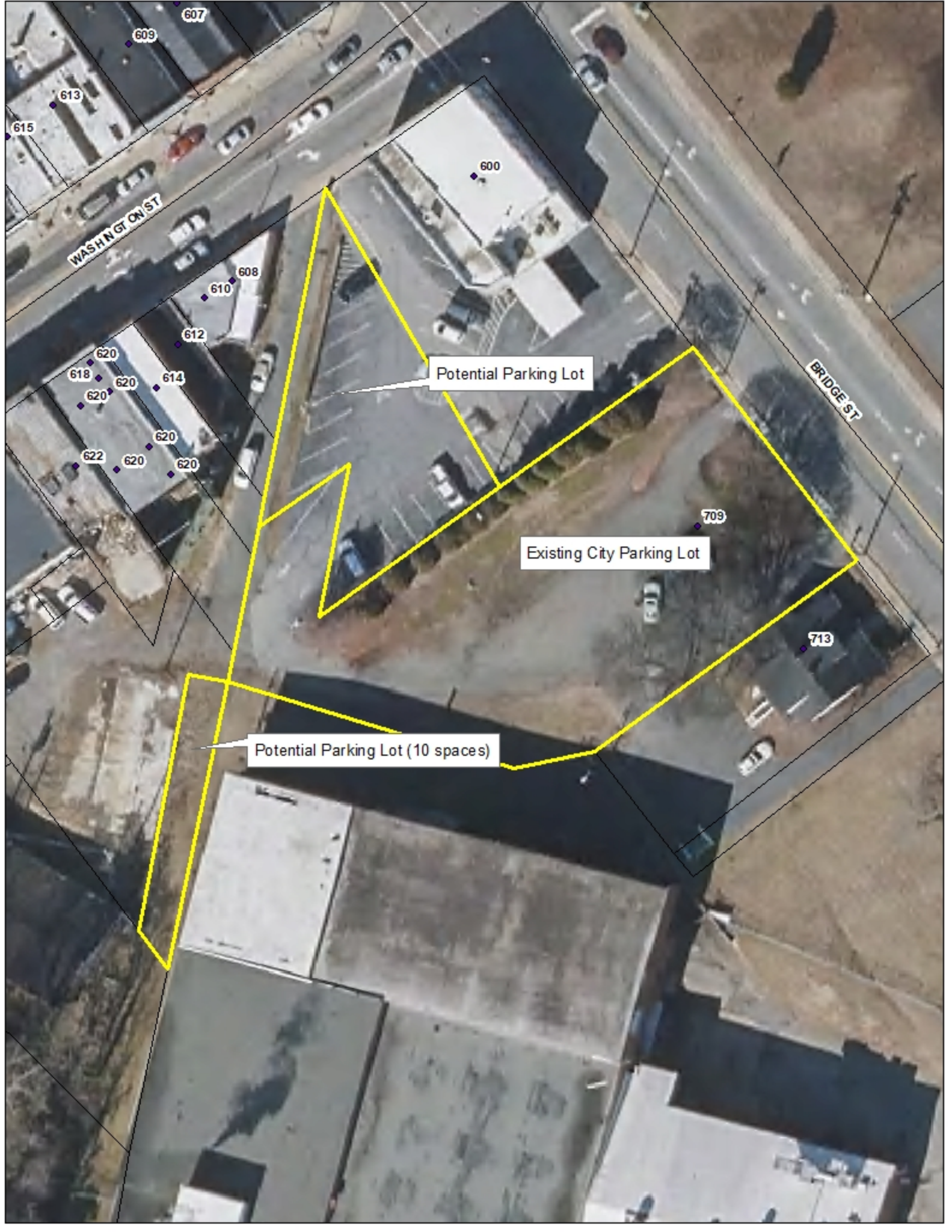
Request: We ask that you approve this project not to exceed \$35,000. The only qualified contractor as per NCDOT is booked up until Spring 2022.

K. Monroe Street Sidewalk

The sidewalks on both the east and west sides of Monroe Street need replacement. Paul Dishmon has the sidewalk and drainage work on his schedule. This will be done as a part of our maintenance program and by City forces.

This project cannot be undertaken until the Uptown Eden Small Area Plan is finished and the configuration of Monroe Street is chosen.

If you have any questions, please contact us.



Potential Parking Lot

Existing City Parking Lot

Potential Parking Lot (10 spaces)

WASHINGTON ST

BRIDGE ST

607

609

613

615

600

610

608

612

620

618

620

614

620

620

622

620

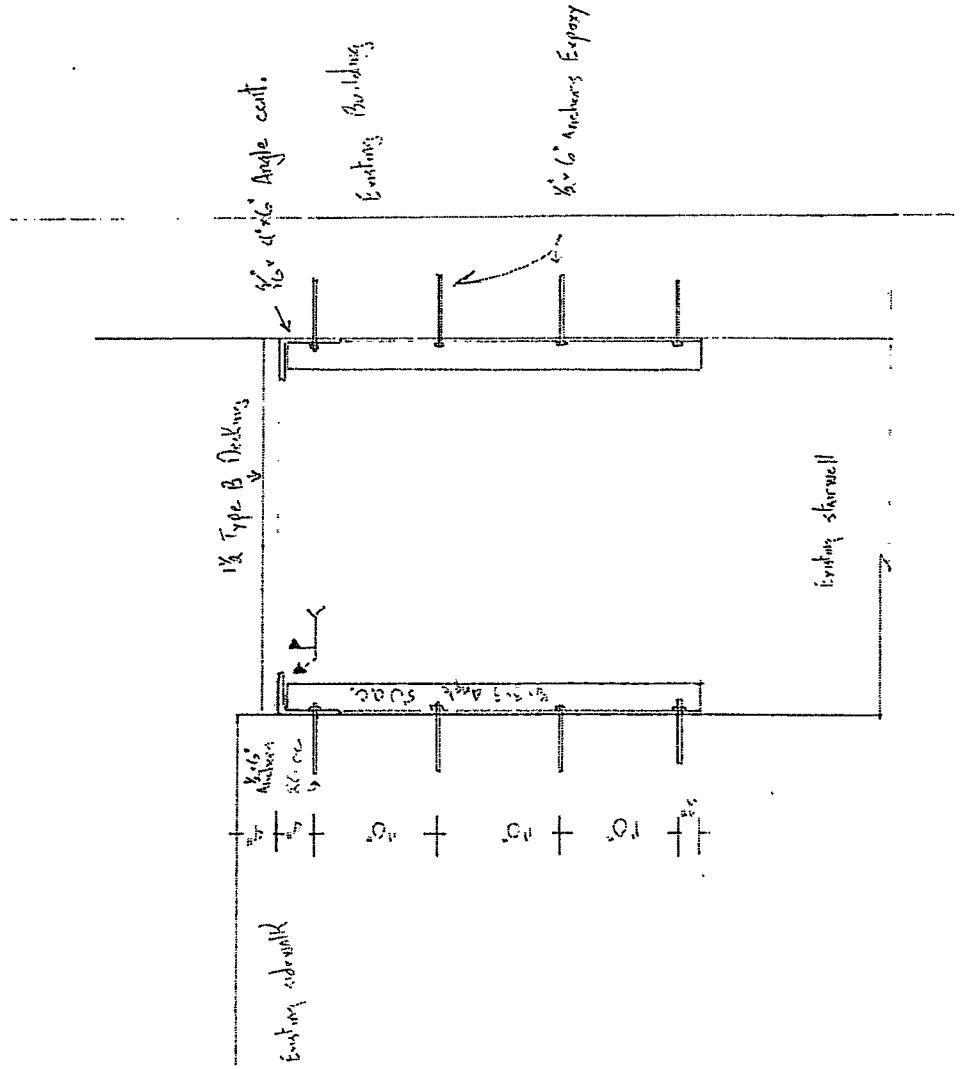
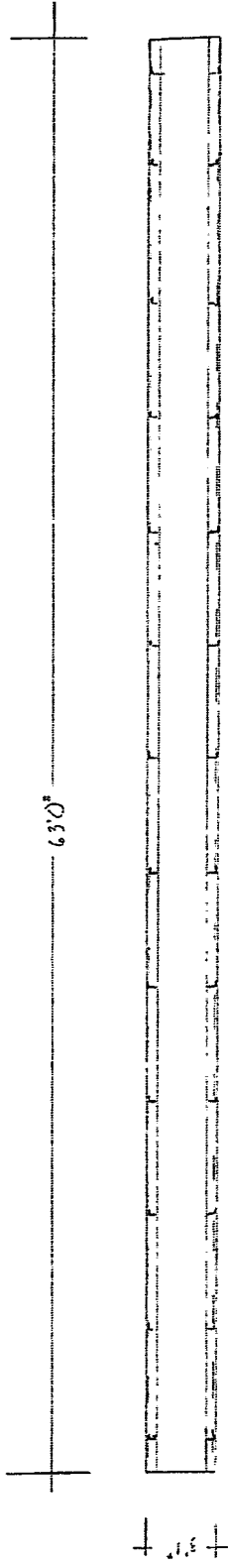
620

709

713

625 Washington St. Left Side.

City of Eden
Sturwell Infill



PAUL DISHMON
336-613-6934-C

CITY OF EDEN – MEMORANDUM

TO: TERRY SHELTON, PUBLIC UTILITIES DIRECTOR

FROM: MARK BULLINS, WATER AND SEWER CONSTRUCTION PROJECTS MANAGER

DATE: APRIL 21, 2021

SUBJECT: CONSIDERATION TO ACCEPT A CHANGE ORDER ON CONTRACT VII OF THE US EPA AOC THAT INVOLVES MOVING A SEWER MAIN REPLACEMENT FROM CONTRACT FROM THE SAME ADMINISTRATIVE ORDER OF CONSENT.

Recently, NC DOT moved its paving schedule forward for the downtown Leaksville portion of Washington Street to May 10, 2021. (There are two sections of this portion of Washington Street that will be affected by water and sewer construction projects from the US EPA Administrative Order of Consent for the City of Eden.) These include a water main tie-in for the south end of Henry Street in Washington Street and a manhole/sewer line replacement for Patrick Street beginning from the center of the intersection with Washington Street going north to the next manhole.

Yates Construction Company was asked to come up with a change order amount using contract pricing from Contract VII, which they are currently working on, and including only the portions that would damage DOT's paving work if this work was executed after the paving was completed. The quoted price for the Henry Street connection is \$24,556.10 and the quoted price for the manhole and 40 feet of pipe installed at Patrick Street is \$31,809.60. The total price for the work in a change order would be \$56,365.70.

The pricing was sent to Anita Robertson, P.E., with W K Dickson to process a change order for the City of Eden. Ms. Robertson was formerly with NC Division of Water Infrastructure, the agency that oversees the funding for these projects. After looking at what the City was proposing, Ms. Robertson thought the City would be better served by including the entire sewer line replacement planned for Patrick Street in the change order. The cost would be covered under the EPA-AOC money from the original Connect NC funding of \$33,666,600.

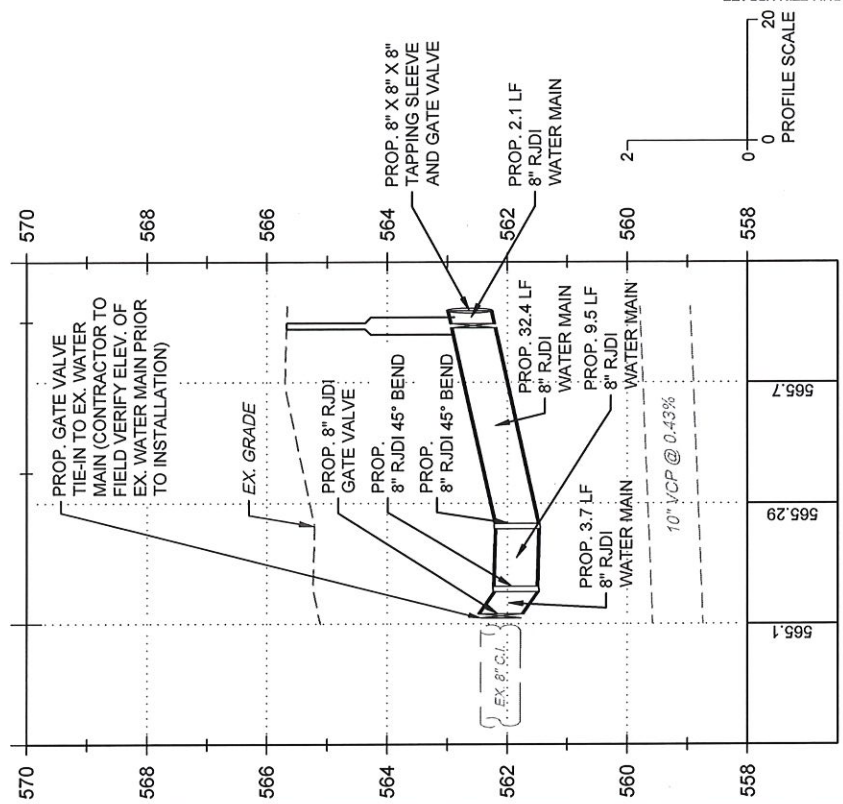
The change order, if approved, would entail the replacement of two manholes, the installation of 400 feet of ductile iron sanitary sewer, renewal of nine sewer services, one water service, sidewalk repair, street repair and overlay. This brings the price of the Patrick Street replacement to \$260,944.05 and this is \$229,134.45 above the cost of replacement in and just to the outside of the intersection alone. This would bring the total work order price to \$280,500.15.

There are savings involved in performing this work prior to NC DOT's paving, such as the contractor will no longer be responsible for the overlay and hot stamping of the

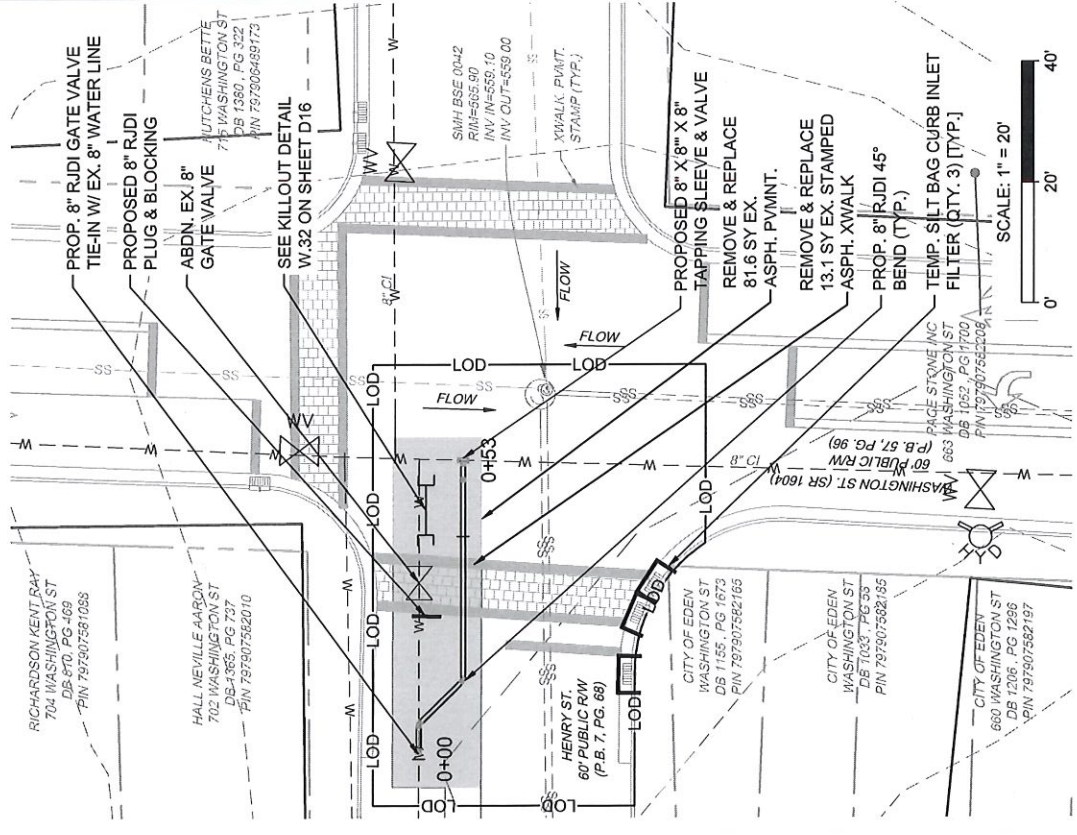
asphalt for the crosswalks at the intersections. It would be cheaper to proceed with the sewer and manhole replacement on Patrick Street without a redeployment for a simple, single section of sanitary sewer line replacement. Once and done.

I would like to recommend that Council vote to accept the change order that includes all of the work on Patrick Street allowing Yates Construction Company to proceed with this work and get the intersections completed before May 10, 2021. By doing this, the contractor who bids on and is awarded Contract III will not need to redeploy for a single section of sanitary sewer line.

CONSTRUCTION DRAWING - BULLETIN UPDATE



HENRY ST. WATER STUB-OUT PROFILE



HENRY ST. WATER STUB-OUT PLAN

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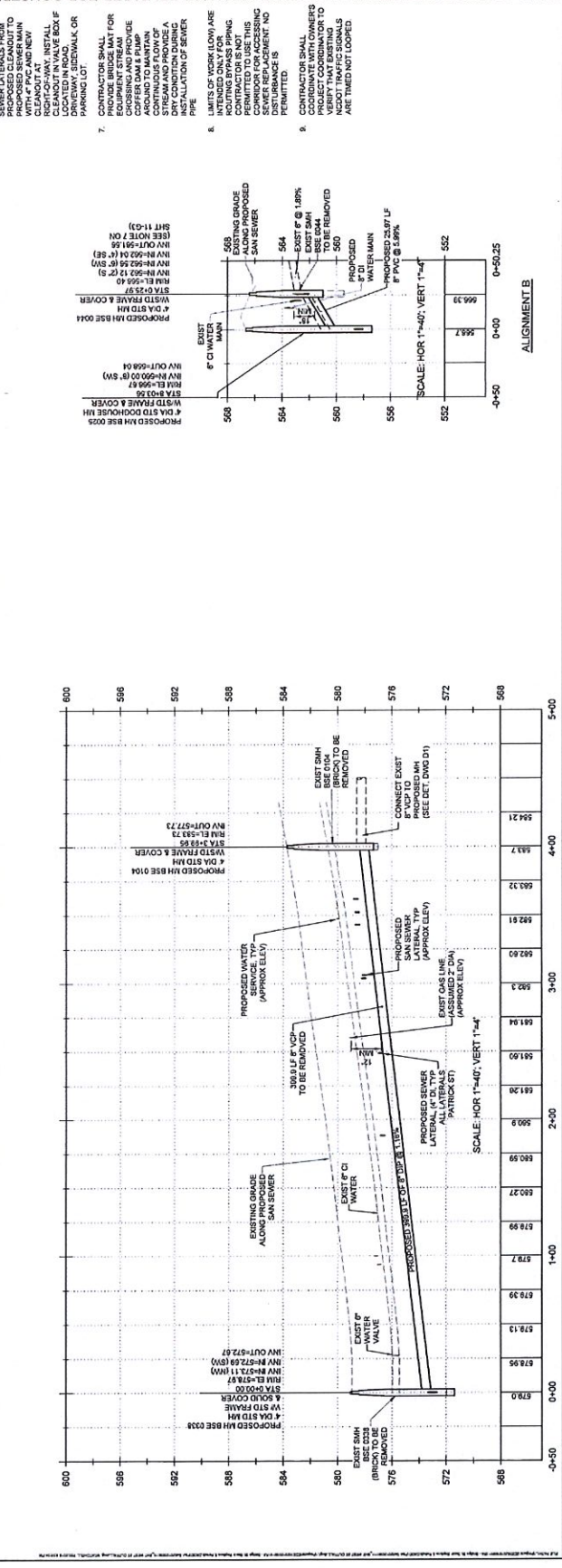
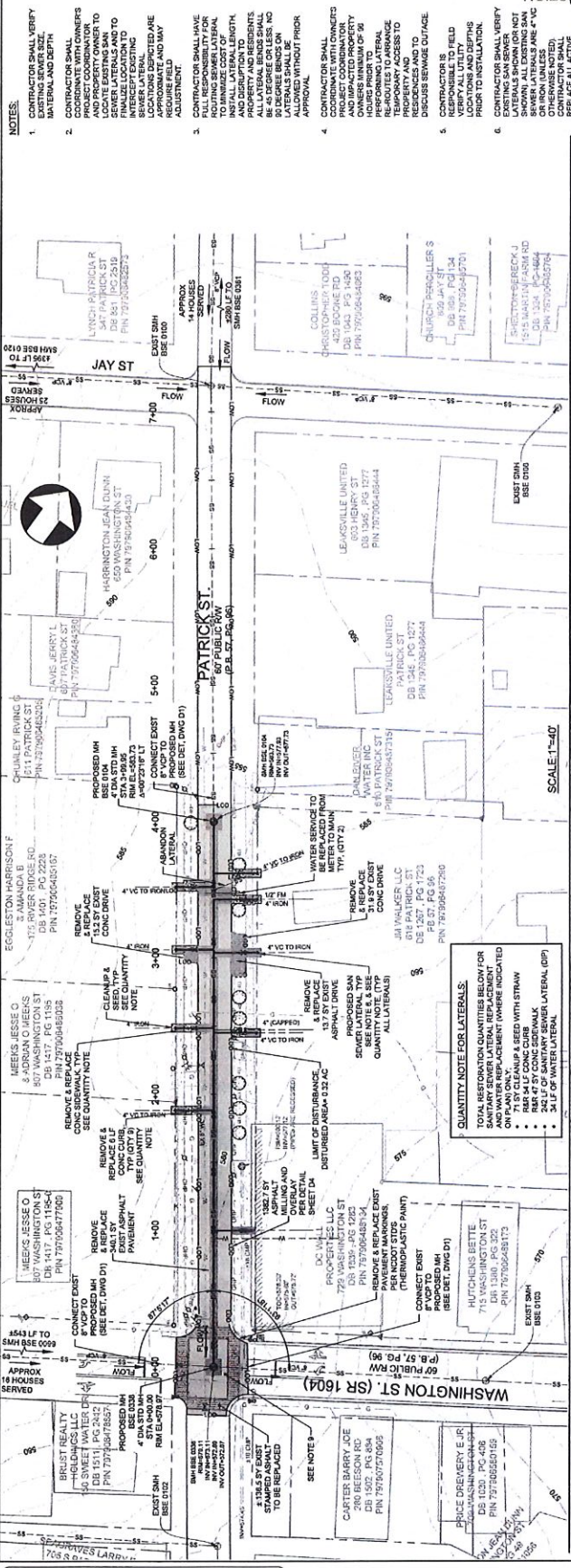


PROFESSIONAL SEAL
 STATE OF NORTH CAROLINA
 ENGINEER
 NO. 11111

NO.	DATE	DESCRIPTION

PROJECT NAME: EDEN REMEDIATION PLAN
 BRIDGE STREET BASIN REPLACEMENT AND REHAB
 CITY OF EDEN, NORTH CAROLINA
 DRAWING TITLE: PATRICK ST REPLACEMENT

PROJ. NO.: 11-C17
 WPD PROJ. NO.: 20120031.11.RA
 DESIGN BY: [Name]
 CHECKED BY: [Name]
 DATE: MARCH 2012
 DRAWING NUMBER: [Number]



- NOTES:**
- CONTRACTOR SHALL VERIFY EXISTING SEWER SIZE, MATERIAL AND DEPTH.
 - CONTRACTOR SHALL VERIFY PROPERTY COORDINATES AND PROPERTY OWNER TO SEWER LATERALS AND TO INTERSECT EXISTING SEWER LATERAL. SEWER LATERALS ARE APPROXIMATE AND MAY REQUIRE FIELD SURVEY.
 - CONTRACTOR SHALL VERIFY ALL LATERALS HAVE FULL RESPONSIBILITY FOR ROUTING SEWER LATERAL AND DISRUPTION TO ALL LATERAL BRIDS SHALL BE REPAIRED. SEWER LATERALS SHALL BE REPAIRED WITHOUT PRIOR APPROVAL.
 - CONTRACTOR SHALL COORDINATE WITH OWNERS PROJECT COORDINATOR OWNERS MINIMUM OF 90 DAYS PRIOR TO INSTALLATION. RE-ROUTES TO ARRANGE PROPERTY AND RESIDENCES AND TO ADDRESS SERVICE DAMAGE.
 - VERIFY ALL UTILITY PRIOR TO INSTALLATION.
 - CONTRACTOR SHALL VERIFY EXISTING SAN SEWER SEWER LATERALS FROM SEWER LATERALS FROM PROPOSED CLEANOUT WITH 4\"/>

FINAL DRAWING-FOR REVIEW PURPOSES ONLY-NOT RELEASED FOR CONSTRUCTION

CITY OF EDEN – MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

THRU: JON MENDENHALL, CITY MANAGER
PAUL DISHMON, PUBLIC WORKS DIRECTOR

FROM: MELINDA WARD, UTILITIES MANAGER

DATE: AUGUST 26, 2021

SUBJECT: RENEWING CONTRACT FOR WATER TANK MAINTENANCE

In May 2021, at the request of a former staff member, Council cancelled the Water Tank Maintenance Contract for Suez, formerly Utilities Services, so that the City could address, in a comprehensive manner, various aspect of these services and to attempt to achieve a better price. Newly assigned staff are pleased with the work of Suez and their long (over 40 years) of work with the City. Based on market research staff believe that the pricing received in a bid environment will be less advantageous now given current economic conditions (labor shortage, parts shortage, etc.), and that locking in the previous rates would be advantageous for our customers.

Utility Services is still an active company and is just a part of Suez, so they are still local to Rockingham County, have worked with the City for over 40 years and have always been responsive to any needs that have arisen. This company is responsible for maintaining three mixers and a Trihalomethane Removal System in our tanks that they installed several years ago through agreements with these companies. They are also in charge of the lease agreements with the cell service companies. Any money received for allowing their cell towers on our tanks comes back to us through them. They handle all interaction with the outside companies to make this arrangement happen. The money received covers over half of the annual operational expenses.

We are requesting that Council renew the contract with Suez from May 18, 2021 so that we can continue with the previous agreement with Utility Services. We have addressed several things by doing this: 1) reconfigure the existing separate contracts into one service agreement so that it is a cohesive working document going forward, but it will remain unchanged from the original contract terms. 2) a discount on the scope of work for the first year to show their good faith moving forward.

If approved, a final copy of the contract will be provided for the Mayor to sign.

MASTER SERVICES AGREEMENT
Terms and Conditions

This MASTER SERVICES AGREEMENT ("Agreement") is entered into by and between CITY OF EDEN, with a principal business address of P.O. Box 70, Eden, NC 27289 ("Owner"), and UTILITY SERVICE CO., INC., a Georgia corporation with a principal business address of 535 General Courtney Hodges Boulevard, P O Box 1350, Perry, GA 31069 ("Company").

WHEREAS, the Owner and Company (collectively, "the Parties") desire for Company to provide services to Owner under the terms set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Scope. The Company agrees to provide the Owner with certain services ("Services") set forth on each properly executed Scope of Work ("SOW") to be attached hereto and incorporated herein by reference. Each SOW shall be subject to the general terms and conditions (the "Terms and Conditions") set forth in this Agreement. Each time Owner engages Company to perform Services, a new SOW shall be prepared specifying the scope of Services specific to that engagement. Unless otherwise indicated in any given SOW, Company shall be responsible for furnishing all labor and materials to perform the Services. Each new SOW represents a separate contract between Company and Owner that incorporates the Terms and Conditions and is governed by this Agreement. All changes to any SOW may only be made by a written amendment to such SOW and signed by an authorized representative of each Party. Owner may terminate a SOW in accordance with the terms of each SOW. In the event there is a conflict between any term of an SOW and this Agreement, the term(s) of the SOW shall control.

2. Term. The effective date of this Agreement shall be _____, 20____ ("Effective Date"). The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for one year ("Term"). This Agreement will automatically renew for successive one-year terms ("Renewal Terms") unless terminated as set forth in Section 9 of this Agreement. The term of an SOW shall begin on the commencement date provided in that SOW and continue in effect for the agreed term provided in that SOW.

3. Fees. For all Services performed, Owner shall pay Company in accordance with the terms of each SOW. The fees paid in accordance with each SOW shall constitute the full and complete compensation to Company for the Services performed pursuant to the SOW. Unless otherwise expressly set forth in any given SOW, Company shall be responsible for expenses it incurs in connection with its provision of the Services.

4. Independent Contractor. Company is, and shall at all times remain, an independent contractor. Company and each of Company's employees and principals shall not be deemed for any purpose to be Owner's employees, and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of Owner or any of its respective affiliates may be entitled under any retirement, pension, insurance, medical or other plans which may now be in effect or which may hereafter be adopted. Owner is not responsible to any governing body or to Company for paying or withholding payroll taxes and other employee expenses related to payments made to Company. Notwithstanding anything to the contrary, this Agreement does not, and shall not be deemed to, constitute a partnership or joint venture

between the Parties and neither Party nor any of their respective directors, officers, officials, or employees shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other. No Party has the authority to bind another Party except to the extent approved in writing by the Party to be bound.

5. Insurance. Company shall maintain statutory minimum Worker's Compensation as required by the laws of any jurisdiction in which Services are performed, and commercial general liability insurance covering Company's liabilities hereunder and for injury to persons or damage to property with limits of not less than \$2,000,000 per occurrence. Upon Owner's request, Company shall furnish Owner with a certificate of insurance evidencing this coverage.

6. Representations. Company represents and warrants that Company has the full power and authority to enter into and perform this Agreement; that the execution, delivery and performance of this Agreement has been duly authorized and constitutes a valid and binding agreement of Company; and that the execution, delivery and performance of this Agreement will not result in the breach of, or constitute a default under, or violate any provision of, any agreement or other instrument to which Company is a party to a non-competition agreement or bound by any competitive restrictive covenant concerning or relating to, in any manner, the performance by Company of services similar to the Services to be performed hereunder.

7. Indemnification. Company shall indemnify Owner and its officers and officials from and against any claims, actions, and suits resulting from Company's negligence while performing the Services hereunder. Company's indemnification obligations hereunder shall be subject to Owner's prompt notification to Company with respect to the pertinent third-party claim(s).

8. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its financial institutions as collateral for any loans or lines of credit.

9. Termination. This Agreement or any SOW may be terminated by either Party if written notice of termination is received by the non-terminating Party at least ninety (90) days before the commencement of the upcoming Renewal Term. If the notice of termination is not received at least ninety (90) days before the commencement of the upcoming Renewal Term, this Agreement shall renew for the upcoming Renewal Term of one-year, and then terminate at the expiration of that Renewal Term. In the event of termination by Owner, Owner shall pay Company any amounts due or owing pursuant to all SOWs for products and/or services delivered by Company prior to the date of termination, unless otherwise agreed by the Parties in SOW(s).

10. Intellectual Property. The Owner acknowledges that all intellectual property rights in the Services, their method of delivery, and all related know-how are owned by the Company or its licensors. The Owner hereby agrees and acknowledges that this Agreement and its SOWs shall not be construed as a license for the Owner to use, deliver, or exploit the intellectual property used by the Company in delivering the Services. To the extent that any new intellectual property or know-how is developed as a result of carrying out the Services, the new intellectual property rights will all be owned by the Company or its licensors, and the Owner agrees that it will not make a claim to any such new intellectual property rights.

11. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE DIRECTORS, OFFICERS, OFFICIALS, AND EMPLOYEES BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWSOEVER CAUSED OR ARISING UNDER THIS AGREEMENT. The foregoing provision limiting the liability of the Parties' directors, officers, officials, and employees shall be deemed to be trust provisions for the benefit of such directors, officers, officials, and employees and shall be enforceable by such persons as trust beneficiaries. Such provisions shall not be construed as imposing any liability on such directors, officers, officials, and employees where it does not otherwise exist in law.

12. Rules of Construction. In construing this Agreement and the SOWs, the following principles shall be followed: (a) no meaning may be inferred from any presumption that one Party had a greater or lesser hand in drafting this Agreement; (b) examples do not limit, expressly or by implication, the matter they illustrate; (c) the plural shall be deemed to include the singular and vice versa, as applicable; and (d) the headings are for convenience only and do not affect the meaning or construction of any such provision. The Parties specifically acknowledge and agree: (a) that they have a duty to read all of the documents constituting this Agreement, including its SOWs, and that they are charged with notice and knowledge of the terms in this Agreement, including its SOWs; and (b) that it has in fact read this Agreement, including its SOWs, and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Agreement, including its SOWs. **Each Party further agrees that it will not contest the validity or enforceability of any provision of this Agreement on the basis that it had no notice or knowledge of such provision or that such provision is not conspicuous.**

13. Miscellaneous.

a. Notices. All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier service, to the address set forth below each Party's signature, or to such other addresses as may be stipulated in writing by the Parties pursuant hereto. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

b. Entire Agreement; Amendment. This Agreement and each properly executed SOW supersedes all prior agreements, arrangements, and undertakings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter thereof. This Agreement may not be amended except by written instrument executed by both Parties. In the event of a conflict between the terms of any given SOW and this Agreement, the terms of the SOW shall prevail. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

c. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party; such consent will not be unreasonably withheld. Any attempt to assign this Agreement without the prior written consent of the other Party shall be null and void. A change in control of a Party shall not be deemed an assignment of this Agreement.

d. Force Majeure. If either party is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason or act of God or force majeure such as fire; war; earthquake; strike; lock-out; labor dispute; flood; public disaster; pandemic or epidemic event (to include but not limited to COVID-19); interruptions or delays in reasonably available means of transportation; acts of any government or its agencies or officers, or any order, regulation, or ruling thereof; equipment or technical malfunctions or failures; power failures or interruptions; or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exist.

e. Survival of Certain Provisions. Notwithstanding the termination or expiration of this Agreement, the provisions of Sections 6, 10, and 11 shall survive and continue and bind the parties and their legal representatives, successors and permitted assigns.

f. No Waiver. The waiver of any breach or failure of a term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Agreement.

g. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

SIGNATURE PAGE TO FOLLOW.

WHEREFORE, for the purpose of being bound, the Parties execute this Agreement by their duly authorized representatives as of the date(s) set forth below.

OWNER

CITY OF EDEN

By: _____


Name: _____

Title: _____

Date: _____

COMPANY

UTILITY SERVICE CO., INC.

By: _____


Name: Jonathan Cato

Title: Senior VP, Advanced Solutions LOB

Date: September 13, 2021

Notice Address for Each Party:

Attn: _____

Utility Service Co., Inc.
Attn: Customer Service Department
535 General Courtney Hodges Blvd
P O Box 1350
Perry, Georgia 31069

SCOPE OF WORK NO. 1
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC.
AND
CITY OF EDEN, NC

WATER TANK MAINTENANCE – 1,000,000 GALLON COMPOSITE-FREEDOM PARK TANK

1. **Effective Date.** The Effective Date for this Scope of Work No. 1 (“SOW1”) shall be _____, 20____ .
2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its 1,000,000 gallon water storage tank located at 120 Edgewood Road, Eden, NC 27288 (hereinafter “tank”). This SOW1 shall commence on the Effective Date and shall continue in full force and effect for one year (“Contract Year 1”). This SOW1 will automatically renew for successive one-year terms (“Contract Years”) unless terminated as set forth in Section 9 of the Master Services Agreement.
3. **Company’s Responsibilities.** This SOW1 outlines the Company’s responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:
 - A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
 - B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
 - C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this SOW1. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
 - D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting,

the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **State of North Carolina**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this SOW1. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

I. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

4. **Contract Price/Annual Fees.** The first annual fee shall be **\$27,748.00**; however, in Contract **Year 2** and each anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW1.
5. **Payment Terms.** The annual fee for Contract **Year 1**, plus all applicable taxes, shall be due and payable **upon completion execution of the contract. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter.**
6. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. ***Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***
7. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this SOW1. Said modification of this SOW1 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this SOW1 is not subject to prevailing

wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

8. **Excluded Items.** This SOW1 does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the SOW1; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates or corrosion in areas not accessible to maintain); or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

9. **Termination of Prior Contract.** The parties acknowledge that the Owner entered into one (1) contract for water tank maintenance services on this tank with Company on May 18, 2007 ("Prior Contract"). It is the intent of the Owner and the Company for the Prior Contract to terminate immediately upon the execution of this Contract, and this Contract shall supersede the Prior Contract in all respects regarding the maintenance of the tanks. Owner remains responsible for any outstanding invoicing under the Prior Contract.

The SOW1 is executed and effective as of the date last signed by the parties below.

OWNER

COMPANY

City of Eden

Utility Service Co., Inc.

By: _____

By:  _____

Name: _____

Name: Jonathan Cato

Title: _____

Title: Senior VP, Advanced Solutions LOB

Date: _____

Date: September 13, 2021

SCOPE OF WORK NO. 2
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC.
AND
CITY OF EDEN, NC

WATER TANK MAINTENANCE – 150,000 GALLON ELEVATED-HAMILTON TANK

1. **Effective Date.** The Effective Date for this Scope of Work No. 2 (“SOW2”) shall be _____, 20____ .
2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its 150,000 gallon water storage tank located at 313 Hamilton Street, Eden, NC 27288 (hereinafter “tank”). This SOW2 shall commence on the Effective Date and shall continue in full force and effect for one year (“Contract Year 1”). This SOW2 will automatically renew for successive one-year terms (“Contract Years”) unless terminated as set forth in Section 9 of the Master Services Agreement.
3. **Company’s Responsibilities.** This SOW2 outlines the Company’s responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:
 - A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
 - B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
 - C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this SOW2. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
 - D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting,

the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **State of North Carolina**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this SOW2. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

I. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

4. **Contract Price/Annual Fees.** The first annual fee shall be **\$12,243.00**; however, in Contract **Year 2** and each anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW2.
5. **Payment Terms.** The annual fee for Contract **Year 1**, plus all applicable taxes, shall be due and payable **upon completion execution of the contract. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter.**
6. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. ***Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***
7. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this SOW2. Said modification of this SOW2 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this SOW2 is not subject to prevailing

wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

8. **Excluded Items.** This SOW2 does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the SOW2; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates or corrosion in areas not accessible to maintain); or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

9. **Termination of Prior Contract.** The parties acknowledge that the Owner entered into one (1) contract for water tank maintenance services on this tank with Company on October 14, 1993 ("Prior Contract"). It is the intent of the Owner and the Company for the Prior Contract to terminate immediately upon the execution of this Contract, and this Contract shall supersede the Prior Contract in all respects regarding the maintenance of the tanks. Owner remains responsible for any outstanding invoicing under the Prior Contract.

The SOW2 is executed and effective as of the date last signed by the parties below.

OWNER

COMPANY

City of Eden

Utility Service Co., Inc.

By: _____

By:  _____

Name: _____

Name: Jonathan Cato

Title: _____

Title: Senior VP, Advanced Solutions LOB

Date: _____

Date: September 13, 2021

SCOPE OF WORK NO. 3
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC.
AND
CITY OF EDEN, NC

WATER TANK MAINTENANCE – 500,000 GALLON ELEVATED-PARK AVENUE TANK

1. **Effective Date.** The Effective Date for this Scope of Work No. 3 (“SOW3”) shall be _____, 20____ .
2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its 500,000 gallon water storage tank located at Caleb Street, Eden, NC 27288 (hereinafter “tank”). This SOW3 shall commence on the Effective Date and shall continue in full force and effect for one year (“Contract Year 1”). This SOW3 will automatically renew for successive one-year terms (“Contract Years”) unless terminated as set forth in Section 9 of the Master Services Agreement.
3. **Company’s Responsibilities.** This SOW3 outlines the Company’s responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:
 - A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
 - B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
 - C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this SOW3. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
 - D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting,

the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **State of North Carolina**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this SOW3. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

I. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

4. **Contract Price/Annual Fees.** The first annual fee shall be **\$20,984.00**; however, in Contract **Year 2** and each anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW3.
5. **Payment Terms.** The annual fee for Contract **Year 1**, plus all applicable taxes, shall be due and payable **upon completion execution of the contract. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter.**
6. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. ***Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***
7. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this SOW3. Said modification of this SOW3 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this SOW3 is not subject to prevailing

wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

8. **Excluded Items.** This SOW3 does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the SOW3; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates or corrosion in areas not accessible to maintain); or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

9. **Termination of Prior Contract.** The parties acknowledge that the Owner entered into one (1) contract for water tank maintenance services on this tank with Company on September 21, 1993 ("Prior Contract"). It is the intent of the Owner and the Company for the Prior Contract to terminate immediately upon the execution of this Contract, and this Contract shall supersede the Prior Contract in all respects regarding the maintenance of the tanks. Owner remains responsible for any outstanding invoicing under the Prior Contract.

The SOW3 is executed and effective as of the date last signed by the parties below.

OWNER

COMPANY

City of Eden

Utility Service Co., Inc.

By: _____

By:  _____

Name: _____

Name: Jonathan Cato

Title: _____

Title: Senior VP, Advanced Solutions LOB

Date: _____

Date: September 13, 2021

SCOPE OF WORK NO. 4
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC.
AND
CITY OF EDEN, NC

WATER TANK MAINTENANCE – 100,000 GALLON ELEVATED-GROVE STREET TANK

1. **Effective Date.** The Effective Date for this Scope of Work No. 4 (“SOW4”) shall be _____, 20____ .
2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its 100,000 gallon water storage tank located at Grove Street, Eden, NC 27288 (hereinafter “tank”). This SOW4 shall commence on the Effective Date and shall continue in full force and effect for one year (“Contract Year 1”). This SOW4 will automatically renew for successive one-year terms (“Contract Years”) unless terminated as set forth in Section 9 of the Master Services Agreement.
3. **Company’s Responsibilities.** This SOW4 outlines the Company’s responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:
 - A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
 - B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
 - C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this SOW4. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
 - D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting,

the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **State of North Carolina**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this SOW4. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

I. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

4. **Contract Price/Annual Fees.** The first annual fee shall be **\$11,554.00**; however, in Contract **Year 2** and each anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW4.
5. **Payment Terms.** The annual fee for Contract **Year 1**, plus all applicable taxes, shall be due and payable **upon completion execution of the contract. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter.**
6. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. ***Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***
7. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this SOW4. Said modification of this SOW4 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this SOW4 is not subject to prevailing

wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

8. Excluded Items. This SOW4 does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the SOW4; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates or corrosion in areas not accessible to maintain); or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

9. Termination of Prior Contract. The parties acknowledge that the Owner entered into one (1) contract for water tank maintenance services on this tank with Company on September 21, 1993 ("Prior Contract"). It is the intent of the Owner and the Company for the Prior Contract to terminate immediately upon the execution of this Contract, and this Contract shall supersede the Prior Contract in all respects regarding the maintenance of the tanks. Owner remains responsible for any outstanding invoicing under the Prior Contract.

The SOW4 is executed and effective as of the date last signed by the parties below.

OWNER

COMPANY

City of Eden

Utility Service Co., Inc.

By: _____

By:  _____

Name: _____

Name: Jonathan Cato

Title: _____

Title: Senior VP, Advanced Solutions LOB

Date: _____

Date: September 13, 2021

SCOPE OF WORK NO. 5
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC.
AND
CITY OF EDEN, NC

WATER TANK MAINTENANCE – 500,000 GALLON ELEVATED-DUNN STREET TANK

1. **Effective Date.** The Effective Date for this Scope of Work No. 5 (“SOW5”) shall be _____, 20____ .
2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its 500,000 gallon water storage tank located at 210 Dunn Street, Eden, NC 27288 (hereinafter “tank”). This SOW5 shall commence on the Effective Date and shall continue in full force and effect for one year (“Contract Year 1”). This SOW5 will automatically renew for successive one-year terms (“Contract Years”) unless terminated as set forth in Section 9 of the Master Services Agreement.
3. **Company’s Responsibilities.** This SOW5 outlines the Company’s responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:
 - A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
 - B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
 - C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this SOW5. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
 - D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting,

the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **State of North Carolina**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this SOW5. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

I. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

4. **Contract Price/Annual Fees.** The first annual fee shall be **\$20,984.00**; however, in Contract **Year 2** and each anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW5.
5. **Payment Terms.** The annual fee for Contract **Year 1**, plus all applicable taxes, shall be due and payable **upon completion execution of the contract. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter.**
6. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. ***Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***
7. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this SOW5. Said modification of this SOW5 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this SOW5 is not subject to prevailing

wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

8. Excluded Items. This SOW5 does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the SOW5; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates or corrosion in areas not accessible to maintain); or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

9. Termination of Prior Contract. The parties acknowledge that the Owner entered into one (1) contract for water tank maintenance services on this tank with Company on October 14, 1993 ("Prior Contract"). It is the intent of the Owner and the Company for the Prior Contract to terminate immediately upon the execution of this Contract, and this Contract shall supersede the Prior Contract in all respects regarding the maintenance of the tanks. Owner remains responsible for any outstanding invoicing under the Prior Contract.

The SOW5 is executed and effective as of the date last signed by the parties below.

OWNER

COMPANY

City of Eden

Utility Service Co., Inc.

By: _____

By:  _____

Name: _____

Name: Jonathan Cato

Title: _____

Title: Senior VP, Advanced Solutions LOB

Date: _____

Date: September 13, 2021

CITY OF EDEN – MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

THRU: JON MENDENHALL, CITY MANAGER

THRU: PAUL DISHMON, PUBLIC WORKS DIRECTOR

FROM: MELINDA WARD, UTILITIES MANAGER

DATE: SEPTEMBER 14, 2021

SUBJECT: REQUEST TO COUNCIL FOR APPROVAL TO APPLY FOR FUNDING FOR NORTH BASIN PROJECT

The Resolution attached is for Council consideration for applying for federal and state grants, principal forgiveness loans, and/or low interest loans for the North Basin Project. More money is being allocated in several areas through various rescue and recovery acts that we could qualify for, so we would like to proceed early with the applications. Previous attempts have shown that we qualify but not until the funds were exhausted. The increase in funding gives us more of a chance of receiving the grants if approved, but we prefer to apply as soon as eligible to be considered quickly.

The North Basin Project will consist of demolition of the existing structure and constructing new multiple basins that will be more efficient and effective for our changing flows. It will also allow us to be prepared for future nutrient limit requirements that are expected to be in place in the next 10 years. The current basin is from the original plant build in 1967 and is showing several problem areas that must be addressed soon. It does not allow for proper treatment at varying flows and will not be able to meet any new nutrient limit requirements without major upgrades. Building a new style of treatment basin system addresses all of these current and future needs. It is estimated to cost around \$12.6 million.

One grant alone may not be enough to cover the entire cost, so we are asking Council to approve us moving forward on pursuing any grant or loan opportunities found. We are also asking Council to allow us to begin advertising for an engineering firm since many of the documents required for the applications require engineering documents.



**RESOLUTION TO APPLY FOR PRINCIPAL LOAN FORGIVENESS
Mebane Bridge Wastewater Treatment Plant Aeration Basin**

WHEREAS, the Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, and

WHEREAS, the City of Eden has need for and intends to construct a new aeration basin at the Mebane Bridge Wastewater Treatment Plant to replace the existing structure. This replacement will remove a problemed basin while allowing for improved treatment of the existing flow. It will also provide more flexibility in handling any future nutrient limits from the State. The work is imperative to be completed soon in preparation for any future flow anticipated from any new industrial customers locating in the Berry Hill Regional Mega Park as well as provide for future industrial growth both in the Mega Park and Rockingham County, and

WHEREAS, the City of Eden intends to request federal and state grant, loan, and/or principal forgiveness assistance for the project to cover the estimated amount of \$12.6 million.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF EDEN:

That the City of Eden, the Applicant, will arrange financing for all remaining costs of the project, if approved for a Federal or State grant or loan award.

That the City of Eden will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the Applicant agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Eden to make scheduled repayment of the loan, to withhold from the City of Eden any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the City of Eden will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Jon Mendenhall, City Manager, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the City of Eden with the State of North Carolina for a loan to aid in the construction of the project described above.

That Neville Hall, Mayor, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project;

to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the City of Eden has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 21st day of September, 2021, at Eden, North Carolina.

Neville Hall, Mayor

ATTEST:

Deanna Hunt, City Clerk

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Eden does hereby certify:

That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City Council of the City of Eden duly held on the 21 day of September, 2021 and further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of September, 2021.

Deanna Hunt, City Clerk

CITY OF EDEN – MEMORANDUM

To: HONORABLE MAYOR AND CITY COUNCIL

THRU: JON MENDENHALL, CITY MANAGER

FROM: ERIN GILLEY, CITY ATTORNEY

DATE: SEPTEMBER 14, 2021

SUBJECT: PROPOSED AMENDMENT TO CITY CODE CHAPTER 13

As development increases in our downtown areas, the City is encountering proposed encroachments into the rights of way, particularly the sidewalks. One example would be a structure's gutters being connected to our storm drainage system and being connected via and through the sidewalk. Sidewalks are owned and maintained by the City, therefore, we have an interest in how and what is permitted in these rights of way. As a result of the potential increase for this with increased development, Staff has prepared an ordinance amendment that would regulate this type of encroachment. The intent of this ordinance is not to prohibit the encroachments, but to permit them through a process that would provide the City's knowledge and assent that would benefit both the City and the property owner. In addition, because the City desires to assist and encourage development, Staff is not proposing a fee for this permit at this time.

This ordinance provides for a Staff approval process for general encroachments and a City Council approval process for a situation in which an entire structure would encroach into the right of way. There are also requirements for street widths. Please consider this ordinance amendment at your September 21st meeting, and please do not hesitate to contact me if you have any questions or concerns.

AN ORDINANCE AMENDING
THE CITY CODE
OF THE CITY OF EDEN

BE IT ORDAINED BY THE CITY COUNCIL of the City of Eden, North Carolina, that Chapter 13 of the Eden City Code is amended to add § 13 Article VIII as follows:

§ 13-180 PERMIT REQUIRED FOR ENCROACHMENTS

It shall be unlawful for any person to build, rebuild, erect, or remove any improvement on or under any sidewalk, street or alley within the city without an encroachment permit; provided, however, that in the restoration, reconstruction, or addition to any building of a ~~historical nature~~ **in a traditional down area where the City requires no setback requirements (where the City allows zero lots line setbacks)**, ~~in the Central Business Districts~~ shall meet the standards prescribed herein. The City Manager shall designate the appropriate department/division/office or section for the administration, enforcement, and permitting of encroachments.

(A) General Encroachments (not buildings)

(1) *Permit required.* No person shall begin to construct, reconstruct, repair, alter, or grade any sidewalk, curb, curb-cut, driveway or street or remove any tree, planting or shrub from the right-of-way thereof on the public streets without first obtaining a permit as provided in this section.

(2) *Application for permit.* An applicant for a permit required by division (A) of this section shall file with the City an application showing:

- (a) Name and address of the owner or agent in charge of the property abutting the proposed work area;
- (b) Name and address of the party doing the work;
- (c) Location of the work area;
- (d) Attached plans or description of work showing details of the proposed alteration;
- (e) Estimated cost of the alteration;
- (f) Such other information as the authority having jurisdiction shall find reasonably necessary to the determination of whether a permit should be issued.

(3) *Bond; failure to comply.* The following bonds shall accompany an application for a permit required by this section:

(a) *Construction and maintenance.*

- (1) In cases where the estimated cost of the project shall exceed \$5,000, a surety and/or a construction bond to be filed with the application for a permit in an

amount equal to the estimated cost of the project and conditioned that such work shall be done in accordance with the city's standard specifications and guaranteeing the same for a period of 12 months.

(b) In any case where a permittee shall be in default or shall fail to comply with the requirements of this section, the City shall order the completion of the work by the city forces or by contract and shall recover the cost from permittee as required by law.

(b) *Indemnity.* The City shall have the authority to require an applicant to file a bond conditioned to protect and save harmless the city from all claims for damages or injury to other persons by reason of such alteration work.

(4) *Standards for issuance of permit.* The City shall issue a permit required by this section when it is found that:

(a) The plans for the proposed operation are acceptable;

(b) The work shall be done according to the standard specifications of the city for public work of like character;

(c) The operation will not unreasonably interfere with vehicular and pedestrian traffic, the demand and necessity for parking spaces, and the means of egress to and from the property affected and adjacent properties.

(B) Building Encroachments

It shall be permissible, upon the approval of the City Council, to make such restoration, reconstruction, or addition to encroach upon or under a sidewalk of any building located in the Central Business Districts of the city.

(1) *Conditions of Encroachment*

As a condition precedent to the City Council's issuance of any permit for such encroachment, the following requirements shall be met:

(a) The building to be restored, reconstructed or added upon shall be located in an existing or proposed local historic district.

(b) The right-of-way of the street upon which any such building abuts shall be at least 45 feet wide.

(c) The encroachment shall not extend over or upon a sidewalk, including the street curbing, for a distance of greater than four feet or for more than one-third of the sidewalk width, whichever is less, nor shall the encroachment extend under a sidewalk for a distance of greater than four feet.

(d) Prior to the submittal to City Council, detailed plans must be submitted and approved by the appropriate City department.

(2) Such encroachment upon or under any sidewalk shall constitute the owner's agreement to protect and hold the city harmless against any and all liability, cost, damage or expense suffered or sustained by the city as a result of or growing out of the encroachment upon or under such sidewalk.

APPROVED, ADOPTED AND EFECTIVE, this 21st day of September, 2021.

CITY OF EDEN

By: _____
Neville Hall, Mayor

ATTEST:

Deanna Hunt, City Clerk



City Manager's Report
September 2021
City Manager Jon Mendenhall

ADMINISTRATION

Division of Design & Construction

Street Resurfacing

The FY 2021-22 Street Resurfacing Contract No. 1 was awarded to Waugh Asphalt, Inc. on August 17. The contract includes the adjustment of utility structures, asphalt milling, leveling and the resurfacing on the following streets: Henry Street, Park Road, Knight Street, Taft Street and Mill Avenue. The work is currently scheduled to start around October 1.

NCDOT Street Resurfacing – Washington Street

The subcontractor for APAC Atlantic, Inc. started installing the permanent pavement markings along Washington Street with plans of having it all completed by September 15.

Water Main Projects Update

Since August 9, Collection and Distribution division workers have installed an additional 355 LF of six-inch diameter ductile iron water main along Bridge Street, stopping just north of the intersection with Irving Avenue. One fire hydrant assembly was installed on August 12. The crew has been working to get the new water main to pass the required hydrostatic pressure test, with the upper portion passing a test on August 27.

A crew from Haymes Brothers, Inc. assisted a subcontractor with the clearing of unopened right-of-way east of S. Edgewood Road as part of the phase two work for the SoVA MegaSite project. The crew is restarted installing the new water main on September 7.

Marketing Office

Grown & Gathered Recap

Our Summer Grown & Gathered dinner was spectacular! We want to send out a very special thank you to all those that did their part to make it such a magical evening. It was a bit of a challenge. Guests arrived on time and had no idea what had happened just 90 minutes prior to start time. The long elegant table along the canal was fully set and then it came – the rain. Our beautiful, fully set table for 100 was drenched! We put away what we could and then Plan B went into action. Our volunteers and fellow City employees calmly started doing their part to put it all back together. Tablecloths and napkins were taken to be dried, dishes, silverware and glasses were dried, arrangements were set out, props were set back until finally that beautiful table reappeared. It was a race against time because our guests were on the way. Amazing!

The following superheroes saved the night on August 12 along the canal at the beautiful Spray Mercantile: Travis Hutchens, Debbie Moore, Dale Warren, Jean Journigan along with Amy & Michael, Mark Bishopric and Rhonda Price. We also could not have done this event without all those special people who helped with set-up, clean-up, serving, music, bartending, flowers, posters, etc.: Chris Evans, Zachary Baumann, Paul Dishmon, Randy Hunt, Sandra Meadows, Debbie Ellis, Deanna Hunt, Johnson's Florist, Music by the Bo Clevis Project, Proper Pour, Sound by Glenn Denny and all our guests who purchased tickets! And what would the night have been without all the delicious food prepared by Jarrett Nycamp and his staff of the Blissful Palette. People are still talking about it! I simply cannot thank my team enough for all their hard work. Together we can do anything!

RiverFest

We have a very exciting festival planned for Friday, September 17 and Saturday, September 18 in Uptown Eden! You will find close to 100 vendors, food, live music all day, river excursions, BMX Show, Ax Throwing, Butterfly Experience, Kids Zone and so much more. Headliners are the Cat 5 Band for Friday and Jim Quick & Coastline for Saturday night. Admission and shuttles are free. Come early and plan to stay late! Bring your lawn chairs for the concerts.

Heritage & Heroes

Mark your calendar for Saturday, October 16 and make sure you are at Freedom Park between 10 a.m. and 4 p.m. We are going to be showcasing the American Veterans Traveling Tribute to the Vietnam Wall. This is an 80% replica of the real wall in Washington, D.C. Along with the wall, you will be able to enjoy music from the 82nd Airborne Choir and others, JROTC Drills, military vehicle display, food, activities for kids and a Veterans Speakers Tent. Admission is free.

Eden License Plates

You can now purchase "Eden - Small Town Big Outdoors" license tags for the front of your vehicle. The cost is \$10 per tag and they can be purchased in the Finance Department or the Marketing/Customer Service Department, both located at Eden City Hall. Display it proudly!

PARKS AND RECREATION

Bridge Street & Mill Avenue Recreation Centers

These two facilities are open Monday through Thursday from 11 a.m. until 7 p.m. and on Fridays from 10 a.m. until 6 p.m. Those attending may participate in basketball, pickleball, track walking or the playground. The Mill Avenue Recreation Center offers the same services with the addition of a baseball field while Bridge Street has tennis courts.

Freedom Park

Open daily from dawn to dusk, this park offers a walking track, nature trail, splash pad, skateboard park, basketball courts, miniature golf (open Friday, Saturday and Sunday 4-7 p.m.), playground, dog park, picnic shelters and an amphitheater.

Garden of Eden Senior Center

The Garden of Eden Senior Center is open weekdays from 10 a.m. – 6 p.m. and offers paint classes, mahjonn, pickleball (mornings and evenings offsite), exercise classes, cornhole, knit and crochet, strength and balance, legal aid, quilt guild, Friends Club, bingo, watercolor classes, craft classes, senior technology classes and card games, along with assistance and referral for seniors. The center's community garden is producing and vegetables are being given away. Software is currently being setup to enable staff to email participants newsletters and calendars in order to keep them informed of services and programs they might be interested in.

Mill Avenue Pool & Freedom Park Splash Pad

Mill Avenue Pool is now closed for the season while the Freedom Park Splash Pad will remain open through September 18. Hours are noon until 6 p.m. daily.

Special Events

A Concert in the Park/Cruz-In is set for the Freedom Park Amphitheater on Saturday, September 25 starting at 5:30 p.m. Concessions are available. Bring a lawn chair.

Sports Programs

The City's cornhole league is traveling around to the different parks and trails on Tuesdays and Thursdays. Call to find out to play (336-623-2110) or keep a check on our Facebook page. The department is also now registering for an Adult Co-ed Softball League for those ages 16 and up. This league plays Mondays and Wednesdays starting at 6:30 at Freedom Park.

The Prowlers football teams are practicing on Mondays, Tuesdays and Thursdays from 6 - 7:30 p.m. The Prowler cheerleaders are practicing on Mondays, Fridays and Saturdays.

PLANNING & COMMUNITY DEVELOPMENT

Board of Adjustment

The Board of Adjustment received an application for a variance for an accessory structure at 1002 Lawson Street. The Board will meet in September to hear evidence and render a decision on the case.

Collections

Payments received for code enforcement fees during the month of August consisted of \$467.22 from Rockingham County Tax Department and \$350 by the City.

Community Appearance Commission

The commission granted the Community Appearance Award to Reynolds Brewery.

Grants

Staff was notified by the grant consultant for CDBG Neighborhood Revitalization for the Draper area that the City could begin requesting income verification documents and schedule home inspections as soon as it could provide an Attorney's Title Opinion.

All documents for the CDBG-CV have been submitted to the N.C. Department of Commerce. The City was presently awaiting to receive the release of funds notification.

Jean Harrington Park Dedication

The Henry Street park dedication for Jean Harrington was held on August 21 at 11:30 a.m.

Inspections and Permits

Total Inspections Performed-August: 210

Total Permits Issued-August: 127

Spray Cotton Mill Local Landmark

An application for landmark designation was received and staff began working on a report for the property. Plans are to discuss the landmark at the September Historic Preservation Commission meeting and possibly submit to Council in the fall.

Downtown and Economic Development Activities

The Boulevard

Staff assisted the Boulevard Merchants with planning the upcoming food truck rodeo. Staff also worked with the P.I.C.K. program to locate class options on The Boulevard.

Draper

Staff met with developers who had interest in the former Draper Elementary School.

Uptown Eden

A resolution to research a roundabout was supported by Eden City Council at the August City Council meeting.

Other

Pedestrian Plan

A public meeting was held on August 19 in an effort to gain citizen input on the plan.

Planning Board

The board met on August 24 to consider:

- (1) Z-21-15 to rezone property at 1128 and 1130 Friendly Road from Residential-Agricultural to Heavy Industrial.
- (2) Z-21-16 to rezone property at 121 Boone Road from Neighborhood Mixed Use to Light Industrial. This amendment was amended to add 205 Boone Road to the proposed rezoning.



TO: Jon Mendenhall, City Manager

FROM: Cindy Adams, Marketing & Special Events Manager

RE: Strategic Planning Commission Budget/Leadership/Work Plan

DATE: September 13, 2021

The following Strategic Planning Commission items are included in the \$175,000 budget approved for the 2021-2022 budget year:

- \$20,000 (Up To) – Entrepreneurship Classes/SCORE Chapter (Approved)
- \$4000 – Movies Under the Stars – Eden Night at the Drive-In (Approved)
- \$1000 – MHS Shadowing Program (Approved)
- \$1360 – Canoe/Kayak Lessons with Middle Schoolers (Approved)

- \$85,000 - Two Rivers Tubing Program – To Be Presented at October Council Meeting
This was unanimously approved at the August 27 meeting of the SPC.

- TBD – Community Public Art/Mural Project

- TBD – The executive committee of the SPC will be meeting a couple of weeks to discuss ideas for future projects based on a priority list that was developed in October and the remainder of funds from the budget.

LEADERSHIP

3 Points from the SPC Ordinance

- 1) Members serve a three-year term and may be reappointed. Members are recommended by the SPC and approved by the City Council (the reason for this was to get involved and engaged people and Commission members were the best people to make the recommendations).
- 2) Officers are elected by the members every year. Typically, we have done this in January.

- 3) “The Strategic Planning Commission shall, in February of each year, submit to the City Council a report of its activities, an analysis of its expenditures to date for the current fiscal year, and its requested **budget of funds** needed for operation during the ensuing fiscal year.”



Planning and Community Development 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: **Boards and Commission Terms and Policies**
Date: July 8, 2021

The City of Eden has several boards and commissions that are appointed by the City Council. My department staffs the Planning Board, Board of Adjustment, Community Appearance Commission, Historic Preservation Commission and the Tree Board. These groups are referred to in Article 2, Administration, in the Unified Development Ordinance.

All of our groups are appointed by the Council for 4-year, staggered terms unless a new member is appointed for only the remaining time left in the term. Therefore, we have term limits naturally built into the process. Additionally, a member can be removed by the City Council for cause. This includes violations of the attendance policy, ethical issues or failing to follow City policies. Each of these boards and commissions elects officers at the first meeting of a calendar year.

The groups we staff need members that are very interested in particular parts of the City's work. Finding qualified candidates for these political appointments can be challenging. One of the most effective Planning Board members has been on the Board for nearly 30 years.

The policies and procedures for the Planning Organizations have been recently reviewed as we prepared for the sweeping statutory changes that were made effective during the past year and a half. With that in mind, I do not recommend any changes at this time.

If you have questions about this topic, please let me know.

**CITY OF EDEN
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
BOARD AND COMMISSIONS WORK PROGRAM**

FISCAL YEAR 2021-2022

<u>HISTORIC PRESERVATION PROGRAM</u>	<u>AGENCY</u>	<u>EST. COST</u>	<u>QUARTER</u>
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Historic Landmark Designation and Compliance Program	HPC	N/A	1-4
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The first part concerns the preparation of local designation reports by the Historic Preservation Commission and staff that provides justification for specific properties to be designated historic landmarks. Reports must be submitted and reviewed by the State Historic Preservation Officer's Office. The second part concerns the on-going administrative and quasi-judicial process that insures that modifications and construction affecting locally designated historic landmarks preserves the architectural and historical significance of the landmark.

Sale of <u><i>A Tale of Three Cities</i></u>	HPC	N/A	1-4
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The HPC encourages its work through promoting the sales of its publication.

Certified Local Government Program	HPC	N/A	1-4
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The State of North Carolina has a program that certifies local government agencies in their historic preservation programs. Certification has several benefits including additional eligibility for grant funds. The Commission has achieved this status and must maintain an activity level to keep the designation.

Gus Shinn Mural	HPC	\$2,000	TBD
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Hire a professional muralist to paint a mural in the Spray area, recognizing this retired Naval Aviator from Spray, who was the first person to land a plane in Antarctica.

Replace Historic District Signage	HPC	\$10,000	TBD
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Replacement of signage due to damage, decay, or missing signs at each historic district.

Ferry Road Sign	HPC	\$1,000	TBD
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Erection of a new sign to recognize the old road, which connected to a ferry across the Dan River at the east end of Stadium Dr.

Draper Racetrack Historic Marker	HPC	No cost (NCDOT)	TBD
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Commission plans to apply for a State Historic Marker at the site of the old race track (Gant Road) to recognize the track's contribution to the development of NASCAR in North Carolina.

Historic Properties Workshops	HPC	\$500	TBD
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Develop and facilitate workshop(s)

Fountain in Spray Traffic Circle	HPC	\$6,500	TBD
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Install a fountain in the traffic circle, similar to the one in Grogan Park, in honor of long-time Commission member Marianne Aiken.

<u>COMMUNITY APPEARANCE PROGRAM</u>	<u>AGENCY</u>	<u>EST. COST</u>	<u>QUARTER</u>
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Adopt-A-Street/Adopt-A-Spot Program	CAC	\$200	1-4
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This is an on-going litter control program that allows community groups, businesses, industries, and individuals to adopt City streets or specific spots for litter control.

Monthly Appearance Award Program	CAC	N/A	1-4
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This is an on-going program that recognizes business and industry for improving the appearance of their properties. Recognition is in the form of a certificate presented to the property being honored.

Downtown Planters	CAC	\$2,200	1-4
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Replanting/refreshing City planters in the Leaksville, Draper & Boulevard downtown areas seasonally, typically in the fall and spring.

Draper Sign	CAC	\$1,000	TBD
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Placement of a “Draper” sign in the traffic island at Fieldcrest Road & Main Street at the entrance to downtown.

Draper & Boulevard Downtown Improvements	CAC	\$2,000	1-4
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Working with downtown merchants to repaint or otherwise improve their downtown properties.

Leaksville Mural	CAC/EDDI	\$400	1
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Painting a new mural in the Washington Street downtown area.

Boulevard Mural	CAC	\$500	TBD
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Repainting of the old “Boulevard” ghost mural on Irving Avenue at the Boulevard.

Fire Hydrant Painting	CAC	\$200	1-4
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Expanding the downtown hydrant painting program to include the whole city.

<u>TREE PROGRAM</u>	<u>AGENCY</u>	<u>EST. COST</u>	<u>QUARTER</u>
Annual Tree Obstruction Inventory An annual inventory in which Tree Board members survey the streets in the City for tree obstructions and notify the appropriate agency. (i.e., Duke Power, City of Eden, N.C.D.O.T.)	Tree Board	N/A	3
Annual Arbor Day Observance An annual program to promote and acknowledge the City's observance of Arbor Day. Typically done in the elementary schools, but if not able to do so, we will work with another civic agency or provide a virtual program to the schools.	Tree Board	N/A	3
Tree City USA Award The board plans to continue to maintain the Tree City USA designation.	Tree Board	N/A	2
Highway 14 Tree Replacement Continually replace dead, damaged or missing trees along the Hwy. 14 corridor.	Tree Board	\$5,000	2-4
Freedom Park Memorial Trees Continue planting memorial trees at the request of citizens and board members.	Tree Board/Rec. Dept.	\$500	1-4
Nature Trail "Storywalk" Erect informational markers along the Nature Trail at Freedom Park, identifying trees and other information from the NC Forest Service. Program is designed specifically for school children.	Tree Board/NC Forest Service	\$1,000	1
Misc. Tree Planting and Removal Identification of trees on public property which need to be removed and planting of new trees on public property as appropriate.	Tree Board/Facility Maintenance	TBD	1-4
<u>PLANNING BOARD PROGRAM</u>	<u>AGENCY</u>	<u>EST. COST</u>	<u>QUARTER</u>
Uptown Eden and Draper Small Area Plans Development of small area plans for improvements in these downtown areas.	Planning Board	\$20,000	1-4



Eden Parks & Recreation Department

P. O. Box 70, 308 E Stadium Drive, Eden NC 27289-0070/Telephone 336-623-2110/Fax 336-623-4041

MEMO

To: Honorable Mayor and City Council
Thru: Jon Mendenhall, City Manager
From: Terry Vernon, Parks & Recreation Director
Subject: **Boards and Commission Terms and Policies**
Date: September 1, 2021

City Council amended the Article III of Chapter 2 Administration of the Eden City Code by adding a division to be numbered as Division 5 Parks, Recreation, Open Space, and Greenway Commission. This was approved and adopted on January 21, 2021. This group is now known as the "Parks Commission." The group is composed of nine members, one from each ward of the city along with two ex-officio members.

Parks Commission members shall exemplify and take an active interest in the city parks, recreation, open space, and greenway programs through active involvement. Members shall be appointed for three-year staggered terms. Initial appointments shall consist of three members with three-year terms, two members with two-year terms, and two members with one-year terms.

The Parks Commission will meet monthly. A member that misses three consecutive meetings or more than 30% of the meetings in a calendar year loses his/her status as a member of the Commission until reappointed or replaced.

The Commission is divided into three committees: Facilities, Activities and Greenspace. Each of these committees meet and make recommendations to the city manager for possible implementation of parks, recreation, open space and greenway plans, policies or initiatives. They educate, aid in promoting development, review and make recommendations to the public about the city's parks, recreation, open space, and greenways, as approved by the City Council. They also seek sponsors and grants to help develop these areas of the city in accordance with master plans and policies adopted by the City Council.

I feel that we have a good group of people presently on the commission who have a genuine interest in our parks and recreation. I do not believe any changes need to be made at this time.

CITY OF EDEN – MEMORANDUM

TO: HONORABLE MAYOR NEVILLE HALL AND CITY COUNCIL MEMBERS

THRU: JON MENDENHALL

FROM: TERRY VERNON

DATE: SEPTEMBER 10, 2021

SUBJECT: CITY OF EDEN PARKS COMMISSION 2021-22 WORK PLAN

Introduction

In the 2021-22 budget, it is anticipated that a work planning process would occur for advisory boards and committees. The work planning report was discussed in July at a joint meeting. Below is the work plan of the Parks Commission.

Plan Scope

Current Fiscal Year Work Plan

- Eden Athletics Program \$70,000 (See Attached Sheet)
- Relocate Miniature Golf Course \$25,000
- New Street Park (bike trail, hiking trail, walking trail)-potentially use PART-F funds

Eden Athletics

Purpose:

To establish a non-profit arm of the City to facilitate a uniform, consolidated, and community - centric approach to athletics. Eden Athletics (hereafter “Association”) would be the premier community led organization for youth athletics in the greater Eden Area.

Components

Non-profit board consisting of the Parks Commission as ex-officio members plus chairperson of each: the local YMCA, the local Boys & Girls Club, and a representative of the School Board. The Parks & Recreation Director would serve as the ex-officio Executive Director.

The following athletic programs would be the focus for youth:

- Football
- Cheerleading
- Baseball
- Basketball
- Golf
- Swimming
- Tennis
- Soccer

- Field Hockey
- Lacrosse

Service

The Association would rely on a funding model of athletics to all Eden City Residents. A participation charge at a flat rate for each program amounting to a 50/50 split between program participant and City with the City providing 100% of the coaching stipend (\$4,500 for Head Coach, \$2,500 for Assistant Coach for each program) and with the City providing 100% of equipment/facility costs.

Inter-agency Support

The Association would contract/rent facilities from the local YMCA, the Boys & Girls Club and the School System, utilize employees of these organizations to staff/fill roles as appropriate and to ultimately work in cooperation with organized sports provided by Holmes Middle School and Morehead High School operating as a feeder program thereof.

Foreseen Use Agreements

- YMCA: fields, indoor swimming pool
- Boys & Girls Club: fields
- Schools: fields, tennis courts

CITY OF EDEN, N.C.

The regular meeting of the City Council, City of Eden, was held on Tuesday, August 17, 2021 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 (attended remotely)
	Jerry Epps
	Angela Hampton
	Phillip Hunnicutt
	Bernie Moore
	Bruce Nooe
City Manager:	Jon Mendenhall
City Clerk:	Deanna Hunt
City Attorney:	Erin Gilley
News Media:	Roy 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 Joe Seay of Spray Baptist Church gave an invocation followed by the Pledge of Allegiance led by Fire Chief Todd Harden.

PROCLAMATIONS AND RECOGNITIONS:

- a. Presentation to Hospice by Eden Professional Firefighters Association Local 2723

Mayor Hall asked members of the association to come forward.

Member Joe Powell stated the association had originally planned to do something for the administrative staff of the City but COVID-19 had delayed their efforts. They had decided to present a check in the amount of \$500 to Hospice of Rockingham County.

Mayor Hall thanked the group, noting they did a lot of good work, including fundraisers and charitable donations. He said the City appreciated everything they did.

SET MEETING AGENDA:

Mayor Hall requested to remove item 7(c) "Consideration of a zoning map amendment request and adoption of an ordinance to rezone property at 1128 and 1130 Friendly Road from Residential-Agricultural to Heavy Industrial" from the agenda and add item 10(d) "Approval of memorandum of agreement between the State of North Carolina and local governments on proceedings relating to the settlement of opioid litigation" to the agenda. A motion was made by Council Member Carter to set the meeting agenda as amended. Council Member Hampton seconded the motion. All members voted in favor. The motion carried, 7-0.

PUBLIC HEARINGS:

- a. (1) Consideration of a zoning map amendment request and adoption of an ordinance to rezone property on Sanderlyn Court and Peppermill Trail identified by the Rockingham County Tax Dept. as PIN 7978-0068-0616, PIN 7978-0058-8513, PIN 7978-0058-8770, PIN 7978-0058-9561 and PIN 7978-0068-8552 from Residential 12 to Residential Mixed Use.

- (2) Consideration of a resolution adopting a statement of consistency regarding the proposed map amendment to rezone property on Sanderlyn Court and Peppermill Trail as stated in a(1).

Mayor Hall declared the public hearing open and called on Director of Planning and Community Development Kelly Stultz.

Ms. Stultz said the request concerned a zoning case involving a piece of property at the corner of Harrington Highway and Highway 87. Before the City's extraterritorial district extended that far, Rockingham County approved the initial phase of the development that already existed. During the course of the City's UDO adoption, the property was currently zoned as R12. Kenan Wright came in to speak with her along with his attorney and they had interest in making the property Residential Mixed Use (RMX). The property provided the perfect opportunity for RMX in that it would be allowed to have different housing types on the property. There were no plans for redevelopment at the present time but RMX would be a continuation of what had already been developed on the site. Therefore, staff and the Planning Board recommended in favor of the request.

Seth Woodall, of 202 River Ridge Road, said he was the attorney for Mr. Wright who was a representative of Casteen Developers and The Wright Company, the owners of the four parcels. In 2006, Mitchell Wilson owned the property and the County approved the property for the development of the exiting property on Sanderlyn Court, which had townhomes. When the extraterritorial district of the City was expanded, the City absorbed the property. As a result, the zoning was changed to R12, which would not allow the type of development that was currently there. The request being made before Council was to respectfully approve the rezoning request for RMX so that if continuation of the development occurred, the townhomes could be built. There was nothing in plan for the acreage currently there but they wanted to put the zoning back so there would be a conforming use established in order to potentially build townhomes in the future.

Andy Boone, of 11547 N.C. Hwy. 87 South, said he owned a 26.5-acre parcel and shared approximately 2,000 feet of property boundaries with one of the parcels in question. He was informed a few days prior, courtesy of the realtor he purchased the home from, of the rezoning request. His concern was with RMX and the allowability to place up to a 50,000-square-foot commercial building on the property. Because his primary residence was next door, he asked the Council to decline changing the current zoning or to possibly consider Residential 12 zoning, which allowed townhomes to conform with the existing properties. With there being no plan in place, he was uncomfortable with not knowing what could be built on the properties. He recently moved to Eden from Cary, N.C., in order to be in the country and to have a small farm with animals. Therefore, the rezoning request was a concern for him.

Council Member Hunnicutt asked Mr. Boone if he was stating that RMX would allow commercial construction.

Mr. Boone said according to what he found on the City's website pertaining to land uses for RMX, it listed bicycle sales and repair, general commercial of 50,000 square feet and under, medical clinics, personal service, professional office service, open air retail, outside sales, restaurant, dance studios and public safety stations, all of which were the majority of his concerns. When he compared R12 to RMX, there seemed to be a significant increase in what was allowed. R6 seemed to be a good alternative that allowed for townhomes but did not allow for the services he previously cited.

Ms. Stultz said the reason there were three RMX districts in the City's old land use regulations and why staff and the Planning Board advocate for RMX districts was so that lots could be developed and provide minor uses that would support the residential development that was already in existence. She stated that Mr. Boone was correct about what he read regarding land uses for RMX; however, a lot of those allowed services would have standards that went along with them. It was a very large tract of land and it did front on Harrington Highway as well as where the initial development started. She had not seen any plans and she felt that RMX was what the owners planned to do; therefore, she felt it was a good zoning district for that area.

Mr. Boone said the larger parcel that was just over 31 acres was not fronting Harrington Highway or Highway 87. There was one outlet from the property. Cheryl Barbour owned the 14 acres on Harrington Highway and he owned the 26 acres on the other side of it. The three smaller parcels were in front.

Ms. Stultz said that when the ETJ expanded, the City was required to honor the things that had been proposed. The style of development that was already there was townhome development and there were some existing parcels that were set and previously approved for the same type of townhome development. The City did require in the new ordinance, that once it was subdivided and new lots were put in, there would have to be multiple accesses, as well as some other things that were not in the City's former ordinance, in order to control traffic and the impact to the area.

Council Member Hunnicutt asked Ms. Stultz if the commercial uses mentioned were in support of the development. He questioned if the developer would be allowed to do such things and do them alone.

Ms. Stultz answered yes.

Council Member Hunnicutt gave the proposition of the northwest parcel becoming a convenient store and questioned if the only access to it would be down the driveway through the development.

Ms. Stultz said that was the only access as of present that had been dedicated to the public.

Council Member Hunnicutt said the rest of it appeared to be right-of-way. He was not opposed to the intent but he was trying to find a resolution to the concern of the nearby property owners considering the developer could build a convenient store. He questioned if that was a fair representation.

Ms. Stultz said she could not imagine that type of business would be established at that long of a distance from the street unless a public road or some other type of development were to be located within those acres due to the diminished visibility and accessibility. However, if there were concerns, the developer could apply for a conditional use zoning permit even though the City had never received such an application or issued one, but that would come at the time the developers were ready to redevelop. She believed that Mr. Wright was concerned with knowing that the developer could proceed with the same style of development currently there when ready to do so. She offered to meet with Mr. Wright again to investigate a different proposal but she still supported RMX it.

Cheryl Barbour, owner of the property on the other side of the four parcels, said she sold Mr. Boone the property that bordered the other side. She initially fought the zoning with the County Commissioners because she was worried about traffic having only one way in and one way out of the property. The issue had never been resolved in the area and she felt it was a hazard. While she did not live there anymore, it was a quality of life issue for those she knew that did live there. The developers had the possibility of putting in a multitude of businesses with only one entrance and one exit. There did not seem to be an option on the table to resolve it. She felt it was too dense for the area in the beginning with no resolve for the situation. She was against it.

Ms. Stultz said the issues that Ms. Barbour and Mr. Boone had would be decided at the time that a subdivision plat were to be presented, which would address accesses and sidewalks.

Mayor Hall said he did not believe the City could force the developer to provide a development plan.

Mr. Woodall said there were no intentions at the present time to develop anything commercial. The plan was to potentially move forward with the overall development of the townhomes, which was what the property was originally purchased and planned for. Because of the newly adopted UDO, the developers were requesting to obtain what they previously had in the former zoning; otherwise, it would change the entire character of what their original investment was.

Minutes of the August 17, 2021 meeting of the City Council, City of Eden:

Mr. Boone asked if R6 would be an option for the developer if they were looking to only complete the townhomes.

Ms. Stultz said she did not know how appropriate it was to be discussing negotiating points for Mr. Wright since they were not the property owners. Zoning district R6 could have been chosen but it allowed much more dense development than RMX. If the Council wished for her to look into the matter again, she would but she felt that was something that Council would need to ask Mr. Woodall on behalf of Mr. Wright.

Council Member Nooe said traffic study information could be obtained from North Carolina Department of Transportation (NCDOT) on the area. Some of the safety issues concerning the increased traffic and the entrance and exit of the property could be addressed with traffic counts.

Ms. Stultz agreed and said if pressed, the City could be forced to allow what the County previously approved for the entire site due to the fact that the first phase was developed without having any real input into what was there. The old approval had to stand when the City took the property for the ETJ and when the UDO was adopted. In her opinion, Ms. Stultz felt it was an opportunity for the City to have more influence as it moved on.

Council Member Nooe said he was hearing from one side that all they wanted to do was have the right to build townhomes. He asked Ms. Stultz if all parties would be satisfied if the owners were willing to request a conditional use zoning permit.

Ms. Stultz said it might satisfy all parties but that would require her to ask the developers to complete a site plan. The point of conditional use zoning was to allow people to do things they normally could not do, which was a tool the City previously never had but added it was time the tool be used. In the current situation and due to prior circumstances and what the City would have to deal with either way, Mr. Wright and the Planning Board saw the rezoning as an insurance policy that the City was going to continue to honor the commitment previously made by the County several years ago.

Council Member Moore asked if anything would change the present situation due to the County Commissioners introducing their UDO during one of their August meetings.

Ms. Stultz said no. The City was bound by what was in place at the time the County approved the rezoning before it was in the City's ETJ. The City had Planned Unit Developments (PUD) that were approved, such as The Meadows on Meadow Road. In the City's zoning map, it stated the property was conditional zoning because the City was legally and honor-bound to stay committed to the things that were already approved. The County changing their ordinance would not impact the City at the present time.

Council Member Carter asked if R6 had more residential use.

Mayor Hall said it allowed more residential use and less commercial.

Ms. Stultz said it could cause further issues when a lot of dense residential development occurred far away from commercial development. If the property owners wanted water and sewer, the City would have to discuss annexation at some point, which the owners were aware of.

Mayor Hall said the statement of no current plans for the parcels was intended to make the nearby property owners feel more at ease. However, he imagined that if the property owners knew what was planned, it would make them much more comfortable but that would be between the developers and Ms. Stultz if they decided to present a site plan.

Council Member Hunnicutt asked what level of site plan would be needed.

Ms. Stultz said streets, design, connection to utilities and identification of all other uses would be needed if they were to proceed with conditional use zoning. If the property owners wanted to request R6, they would

still be in the same position they were currently in with questions being asked in regards to what they wanted to do with the properties. There were commercial prospects that could be established in the area to help serve the development but the area could still be developed just as densely.

Mayor Hall stated that if it were to be brought back as a zoning request for R6 and there were any questions as far as what the developers would be allowed to do, the answer would be much simpler in that it would be denser residential.

Council Member Nooe asked what might happen if the City were to allow townhomes in the R12 zoning district. He asked Ms. Stultz if the option could possibly be researched as to the issues it could create with the findings being presented to Council.

Ms. Stultz said she could see the possibility of there being some single family attached and some single family detached, depending on the style of development at that time.

Council Member Nooe said he would have to look at the overall zoning map to determine if that was a good idea in other areas of town.

Ms. Stultz said she would be glad to look into it if Council desired.

Council Member Hunnicutt asked Mr. Woodall if he or Mr. Wright had any ideas of how to resolve the situation. He was concerned with what would happen if Council approved RMX and the developers decided they did not want to proceed and the property were to be sold. If that were to happen, the Council would then have to deal with the issue of the next developer possibly not having the same plans of townhomes. He stated he was looking at the situation from a long-term perspective.

Mr. Woodall said there were no current plans in place. The developers wanted to get the zoning back to where it originally was. The UDO and ETJ had taken the property out of what its original zoning. He was unsure as to how to convince Council that the developers would not build something commercial as that was not their intent. He also did not feel it would be fair to the developers to incur the expense of a site plan in order to return to the original zoning. The zoning request was not for something totally different than what it previously was, nor was it changing the character and nature of what it was to begin with when it was originally zoned by the County. The owners were simply trying to get back to the original zoning.

Council Member Carter asked if the Planning Board voted in favor of the zoning request.

Mayor Hall answered yes.

Debbie Hopper of 110-C Sanderlyn Court asked if the parcels were located below the current townhomes that had not yet been developed.

Mayor Hall said yes. It was the property that one would drive straight into from the entrance of the development.

Ms. Hopper said change was hard but the unknown was worse. The current property owners were alarmed when they saw the residential sign go up in their area because they had not been told anything and did not know what it meant. They questioned if there were going to be more condos because that was their biggest concern; would it be a neighborhood and would it look the same as the current units on both sides of the street. Only having one entrance was a concern due to an increase in traffic. The biggest concern with all eight property owners was the possibility of commercial property as they did not want to see that happen. She understood that a site plan could not be done, but the current property owners were the ones living there and having to live with the unknown until a site plan was completed. Not knowing what could be located on those parcels was a big concern for the property owners. Due to the unknown, the property owners did not know if they were in favor of or against the rezoning request. If the property owners were considering RMX, which would permit any commercial or residential, then the property owners would be opposed to

the request. She also felt the property owners should have the right to know what was going to be developed on those parcels instead of having to be in limbo for the next several years.

Council Member Hunnicutt said he knew she did not like to do split zoning, but asked Ms. Stultz if it would possible for the smaller parcels contiguous to the existing development to be limited to residential and then the remainder be classified as RMX.

Ms. Stultz said the entire parcel was originally approved to have townhomes on it. Anything to that matter would require a discussion with Mr. Wright and Mr. Woodall. Staff could investigate what would be required to allow the developers to continue what they planned to do in R12 but at some point, they could come back with a site plan and application to apply for conditional use zoning. The single family attached type dwelling already in existence in that area was different from the rural residential that was around it, but it had been successful and had not caused any issues thus far. If the Council wished to investigate the zoning request further, her personal preference was to make sure the developers could do what they wanted to do in R12 because it was very difficult when adjoining property owners wanted to stop another property owner from using his or her property for things they could do. One could not stop another person's property from being developed except in Open Space and Conservation districts. The City was faced with a similar situation when First Presbyterian Church was constructed. In the R12 zoning district, the developers had the right to build houses.

Council Member Nooe asked if the developers had the ability to build the same type of townhomes that were currently there if the Council were to do nothing.

Ms. Stultz said yes, based on what the County allowed. The problem from the City's standpoint was that it would have less influence over how it was arranged and developed. However, if the City approved a rezoning, it would have such an influence.

Council Member Nooe asked if the developers would just proceed with their development under the County's former rules.

Ms. Stultz answered yes and added that it would be under what the County had at the time of the zoning.

Mr. Woodall said the developer was faced with the issue that the current R12 zoning's size restriction of the lots would be smaller than the townhomes that were currently there. Therefore, that was one of the main reasons for making the application request for RMX.

Mayor Hall said it did not appear that Council was under a timetable since the developers were not ready to break ground according to what had been said and therefore, maybe reviewing other options would be beneficial. It seemed he was hearing more questions than answers.

Mayor Hall declared the public hearing closed.

Council Member Moore made a motion for the Planning and Community Development Department to reevaluate the request and obtain answers to the questions asked during the public hearing. Council Member Ellis seconded the motion. All members voted in favor. The motion carried, 7-0.

- b. (1) Consideration of a zoning map amendment request and adoption of an ordinance to rezone the property located at 312 Bridge Street from Business General to Residential 12.
- (2) Consideration of a resolution adopting a statement of consistency regarding the proposed map amendment to rezone the property located at 312 Bridge St. as stated in b(1).

Mayor Hall declared the public hearing open and called on Ms. Stultz.

Ms. Stultz said the property was zoned Business General (BG) in the City's former ordinance in the mixed use neighborhood area. It was recommended to be neighborhood mix in the UDO effective January 1 and was rezoned to BG in July. The property owners made a request to have the zoning changed to R12 since there was no longer any neighborhood mix (NMX) near the property. The property backed up to zoning district R12. Ms. Stultz believed the property would continue to be used as a residence and not any type of commercial property. Therefore, Ms. Stultz and the Planning Board recommended the property be rezoned to R12.

Mayor Hall said when the UDO was adopted, Council said issues would arise that could easily be resolved such as the present one where it was a house and would likely always be a house.

Property owner Matt Smith said he had been a resident of the City since 2004. It had been a pleasant time for him in most aspects with growing older and working in the community. He did not have many concerns for zoning until the UDO process was started and he began receiving notices concerning such. His property was located directly across from the Eden Recreation Center on Bridge Street and was rezoned as BG. Having a recreation center in the community meant it was a place where families needed to be; therefore, it was a place where residences needed to be instead of businesses. He saw the opportunity to make that statement with his own property and hoped it would contribute to making the area a better neighborhood. He felt it would also be better for the value of his property to be in residential zoning rather than BG. He thanked the Planning and Community Development Department for agreeing with his request.

Mayor Hall declared the public hearing closed.

Council Member Epps made a motion to approve a zoning map amendment and adoption of an ordinance to rezone the property located at 312 Bridge Street from Business General to Residential 12 along with a statement of consistency. Council Member Hampton seconded the motion. All members voted in favor. The motion carried, 7-0.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF EDEN

BE IT ORDAINED BY THE CITY COUNCIL of the City of Eden, North Carolina, that, after having fully complied with all legal requirements, including publication of notice of a public hearing and the holding of a public hearing relative thereto, the Unified Development Ordinance of the City of Eden is hereby amended as follows:

Section 1 - Change from Business General to Residential-12 the following properties:

COMMENCING at a nail in paving, said nail marking the Northeast intersection of Bridge Street by Early Avenue; thence and with the Eastern edge of Bridge Street North 28 deg. 43' West 292 feet to an iron pipe, said iron pipe being the Northwest corner of Lot G, and the point of BEGINNING; thence and along the Northern line of Lot G North 51 deg. 17 min. East 164.72 feet to a found iron, said found iron being the Southwest corner of the Josiah Robertson lot; thence and with the rear line of the Josiah Robertson lot North 38 deg. 43 min. West 52 feet to an iron pipe set in the rear line of the Josiah Robertson lot; thence South 51 deg. 17 min. West 164.72 feet with the Southern line of Lot I to an iron pipe set in the Eastern edge of Bridge Street; thence and along the Eastern edge of Bridge Street South 38 deg. 43 min. East 52 feet to an iron pipe, the point of BEGINNING, and containing 8,565 square feet, more or less, the same being all of Lot H as per Map #2 of the Subdivision of the property of the Leaksville Woolen Mills, Inc. as made by W. T. Combs, C. E. October 11-20, 1948, and recorded in the Register of Deeds office for Rockingham County, North Carolina in Map Book 6, Page 94.

The above described property being commonly known as 312 Bridge Street and identified by the Rockingham County Tax Dept. as 7070-18-31-7376 and Parcel No. 107191.

Section 2 - The Official Zoning Map of the City of Eden is hereby amended to conform with this Ordinance.

APPROVED, ADOPTED AND EFFECTIVE, this 17th day of August, 2021.

CITY OF EDEN

BY: Neville A. Hall, Mayor

ATTEST: Deanna Hunt, City Clerk

A RESOLUTION ADOPTING A STATEMENT OF CONSISTENCY REGARDING
A PROPOSED AMENDMENT TO THE CITY OF EDEN UNIFIED DEVELOPMENT ORDINANCE
CASE NUMBER Z-21-14 MAP AMENDMENT

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

WHEREAS, on August 21, 2007, the Eden City Council adopted the Land Development Plan. Plans such as the City of Eden Land Development Plan are not designed to be static but are meant to reflect the City of Eden's needs, plans for future development and to remain in compliance with North Carolina State Law and the City of Eden's ordinances;

WHEREAS, the City of Eden Planning Board received a request to rezone property located at 312 Bridge Street from Business General to Residential 12.

WHEREAS, On July 27, 2021, the City of Eden Planning Board voted to recommend to the Eden City Council that the rezoning request be approved.

STATEMENT OF NEED:

The subject parcel is located on Bridge Street, which has a mix of commercial and residential uses. The property was originally zoned BG. This area was rezoned to NMX (Neighborhood Mixed Use) as part of the UDO updates which were effective on January 1, 2021. Due to concerns from former BG property owners, most of the former BG properties were rezoned back to BG in July of 2021. The owner of the subject property wishes to rezone the property to R12 due to the current residential use of the property and the neighboring residential uses. The subject property adjoins an existing R12 residential neighborhood to the east, and therefore staff is of the opinion that R12 would be an appropriate zoning for this property.

STATEMENT OF CONSISTENCY:

The goals of the 2007 City of Eden Land Development Plan, as amended, are to make smart growth decisions by carefully managing growth to:

- A. Strategically locate new land development in the most appropriate places.
- B. Maintain and enhance Eden's community character and heritage.
- C. Use infrastructure investments as effectively as possible.
- D. Attract new jobs and a more diverse tax base.
- E. Protect natural, cultural and historic resources and open space as we grow.

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

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

1. The Eden City Council finds that the proposed amendment to the City of Eden Unified Development Ordinance is consistent with the goals and recommendations of the 2007 City of Eden Land Development Plan, as amended.
2. At no time are land use regulations or plans of the City of Eden or any jurisdiction in the State of North Carolina permitted to be in violation of the North Carolina General Statutes.
3. Therefore, based upon the foregoing information, the amendment to the Unified Development Ordinance is reasonable and in the public's, best interest.

Approved and adopted and effective this 17th day of August, 2021.
CITY OF EDEN

BY: Neville Hall, Mayor

ATTEST: Deanna Hunt, City Clerk

- c. (1) Consideration of a zoning map amendment request and adoption of an ordinance to rezone property at 1128 and 1130 Friendly Road from Residential-Agricultural to Heavy Industrial.
- (2) Consideration of a resolution adopting a statement of consistency regarding the proposed map amendment to rezone the property located at 1128 and 1130 Friendly Road as stated in c(1).

Item was removed from the agenda.

REQUESTS AND PETITIONS OF CITIZENS:

Mayor Hall asked City Attorney Erin Gilley to read the City's policy regarding public comments.

Frank Reid said he previously complained that the microphones were not being used by some of Council. If they were not going to be used, he felt they should be sold and the revenue put back into the City's account. The public comes to the meetings and was entitled to hear what was being said by Council. While he had not had an issue hearing Mayor Hall speak, he did have an issue with several other members not speaking into their microphones. Some of the members were doing better at the present meeting.

UNFINISHED BUSINESS:

There was none at this time.

NEW BUSINESS:

- a. Consideration to ask the City Clerk to investigate the sufficiency of an annexation petition for property located at 7845 NC 770.

Mayor Hall called on Ms. Stultz.

Ms. Stultz said the property of 7845 N.C. 770 was near the Eden Drive-In and was located between the former restaurant and the Robertson house. The septic system for the four businesses at the location was failing miserably. City staff was called in to discuss finding a way to keep the businesses operating and connected to sewer. In order to connect to the City's sewer, the property owner must agree to petition to be annexed, which they did. Based upon that, Ms. Stultz said she requested the Council ask the City Clerk to investigate the sufficiency of the petition.

Council Member Epps made a motion to request the City Clerk to investigate the sufficiency of the annexation petition for property located at 7845 N.C. 770. Council Member Nooe seconded the motion. All members voted in favor. The motion carried, 7-0.

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 July 29, 2021, 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:

Minutes of the August 17, 2021 meeting of the City Council, City of Eden:

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 17th day of August, 2021.

CITY OF EDEN

BY: Neville A. Hall, Mayor

ATTEST: Deanna Hunt, City Clerk

- b. Consideration to adopt a resolution to ask NCDOT to study the feasibility of a roundabout at the intersection of Washington Street, Boone Road and Bridge Street.

Mayor Hall called on Ms. Stultz.

Ms. Stultz said Interim Community and Economic Development Manager Randy Hunt had been meeting with Leaksville merchants, the Eden Downtown Development Corporation and some others about ways to move traffic in a better manner in the Uptown Eden area. Those groups recommended asking Council to consider requesting NCDOT to look into the possibility of a roundabout at the intersection of Washington Street, Boone Road and Bridge Street or some other traffic control measures to improve traffic flow.

Council Member Hampton made a motion to adopt a resolution to ask NCDOT to study the feasibility of a roundabout or some other traffic control measure at the intersection of Washington Street, Boone Road and Bridge Street. Council Member Nooe seconded the motion. All members voted in favor. The motion carried, 7-0.

Resolution of support for a roundabout to replace the
Bridge Street, Boone Road and Washington Street intersection

WHEREAS, Eden's historic downtown area, founded in 1797, has undergone an unprecedented revitalization from 2019-2021; and

WHEREAS, this downtown area has added nine new businesses and 40 new residents since 2020; and

WHEREAS, Washington Street continues to be a major thoroughfare, connecting western Eden residents to the central area of the City, and more than 11,000 vehicles traverse the Bridge Street, Boone Road and Washington Street intersection daily; and

WHEREAS, it is of utmost importance to move traffic efficiently and safely in this important section of the Eden community; and

WHEREAS, Eden residents have navigated two existing roundabouts for decades and are familiar with their traffic patterns; and

WHEREAS, the proposed roundabout will enable traffic to move more fluidly at this intersection and not include the cost of additional signalization;

NOW, THEREFORE, BE IT RESOLVED, that the Eden City Council does hereby endorse this resolution in support of the proposed roundabout for the benefit of Eden motorists, and to encourage additional downtown revitalization

This the 17th day of August, 2021

CITY OF EDEN

BY: Neville Hall, Mayor

ATTEST: Deanna Hunt, City Clerk

- c. Consideration for approval of the final phase of the Berry Hill waterline including the financing thereof.

Mayor Hall called on Special Project Manager Terry Shelton.

Mr. Shelton said in the fall of 2020, the City completed Phase I of the Berry Hill Mega Park waterline and at the City's direction, Public Utilities approached North Carolina Department of Environmental Quality (NCDEQ) about the possibility of expanding the project into a Phase II construction project since there was considerable funding available from the original award. The original appropriated amount from the funding agency for the project was \$7 million, of which \$4.2 million was in grant funding. Phase I ran from the state lines to the city limits and Phase II was to extend from the city limits to Edgewood Road where it could access the Freedom Park tank and be on the main line going from the water plant to the area that used to service the former MillerCoors property. During the present budget year, the City would be paying off debt service for projects that were completed up to 20 years ago, which freed up \$1,141,300. It also earmarked \$750,000 to pay back the EPA Remediation Plan that was financed with ConnectNC bond money, of which \$33 million had been committed to at the original time it was awarded. Of that, \$16,666,000 was issued as principal forgiveness and the other \$15 million was given out as zero interest loans. Of that \$15 million, the City was committing to pay back \$750,000 when the debt service was retired from what the City was currently paying. In addition, the City was looking at committing \$200,000 to complete Phase I of the Berry Hill waterline going to the Mega Park, but would also continue to Phase II. Presently, staff believed the Phase II work for the waterline to the state line could be completed in its entirety with a final debt service amount of \$185,376. Completing Phase II would give ample water to supply the Mega Park when it started to develop. It would also give some backbone towards the east end of town in order to reinforce some of the older trunk lines and water quality. If Council committed to the full project cost of \$185,376 to complete Phase II, the remaining debt service that would become available with the retiring of the current annual debt service payments would be \$205,924. Presently, the City had accepted loans from Additional Supplemental Appropriations for Disaster Relief Act (ASADRA) and the state revolving fund (SRF) that it applied for in 2020 with the debt service being \$7,158,982 in loans, in which they carried a tenth of a percent in interest. The debt service on those two projects would be bid out at the end of the year, which was a continuation of the EPA Remediation Plan. Due to the increase in prices, the City did not have enough funding available to complete that project with ConnectNC bond money. The loans would require approximately \$361,529 annually for 20 years. The available debt service would leave the City with a \$155,605 shortfall of fully covering the loan payments with existing debt service. In the spring round of funding, the City qualified for 50 percent principal forgiveness for the ASADRA and SRF loans, but there was not enough principal forgiveness money to meet all of the needs; therefore, the City did not receive any. It was the intent of the City to reapply in the fall for principal forgiveness on the projects for which it had already been awarded low interest loans. Any principal forgiveness money awarded would greatly reduce the \$155,605 shortfall in the debt service funding available. Mr. Shelton asked for Council to approve proceeding with the plan discussed.

Council Member Epps asked if the old lines being replaced would be left in or completely replaced.

Mr. Shelton said the City would be tying into the old lines to give flow in both directions as opposed to lines that only ran in one direction and terminated. Whenever lines could be looped, it provided better water quality because there was flow in both directions at various times.

Council Member Moore asked how old the lines were.

Mr. Shelton said some of them were in excess of 50 to 60 years old.

Council Member Hunnicutt said in the information provided by Mr. Shelton, it showed debt service being traded in. He asked what the capital amount of the project was in terms of how much it would cost to complete Phase II.

Mr. Shelton said \$2.5 million.

Council Member Hunnicutt asked if approval of the request would complete the City's obligation to the Mega Park in terms of the infrastructure and meeting total capacity pursuant to the original agreement, which was five million gallons a day (MGD).

Mr. Shelton said yes. He said they were firm to 5 MGD but it could possibly be around 5.5 MGD capacity through the waterline.

Council Member Hunnicutt made a motion to approve the final phase of the Berry Hill waterline including the financing thereof. Council Member Nooe seconded the motion. All members voted in favor. The motion carried, 7-0.

- d. Approval of Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceedings Relating to the Settlement of Opioid Litigation.

Mayor Hall called on Ms. Gilley.

Ms. Gilley said she received a request from the County's attorney to add the memorandum approval to the agenda. The County, along with most other counties in the state, had been involved in a national litigation against several pharmaceutical companies for opioid drug abuse. The N.C. Association of County Commissioners and the N.C. Department of Justice requested that the County approve a memorandum of agreement, which was for the equitable distribution of any proceeds that may result from the national settlement, in which it was anticipated to occur soon. The County approved the memorandum and was asking for municipalities with a population over 10,000 within the County - Eden and Reidsville - to also endorse the memorandum of agreement in order to maximize the state share in the settlement of funds, as well as the County share in the settlement of funds. There was a potential benefit for the City in that it could share in some of the funds through the County. The agreement went into how the funds would be distributed among the counties in the state and nation. Following the County's approval of the memorandum, they were seeking approval from Eden and Reidsville to endorse it as well.

Council Member Hunnicutt made a motion to approve the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceedings Relating to the Settlement of Opioid Litigation. Council Member Carter seconded the motion. All members voted in favor of the motion. The motion carried, 7-0.

REPORTS FROM STAFF:

- a. City Manager's Report

Mayor Hall called on Mr. Mendenhall.

Mr. Mendenhall said he was pleased to report that all operations were continuing. He welcomed any questions related to the August City Manager's report.

Mayor Hall pointed out the first item on the City Manager's Report, the retirement of Economic Developer Mike Dougherty effective August 31. At a later date, Council and staff would have the opportunity to express their gratitude to Mr. Dougherty. He was currently on vacation. He asked everyone to read the excerpt about Mr. Dougherty. He stated that he had extra copies of the report available for anyone wishing to have one and added that it was printed in Eden's Own Journal as well.

City Manager's Report
August 2021
City Manager Jon Mendenhall

ECONOMIC DEVELOPMENT

Effective August 31, Director of Economic Development Mike Dougherty will retire. Mr. Dougherty shared some of his final thoughts regarding the City:

“It took many years to transition Eden from a textile community to one that has a more diverse industrial base, and one offering natural resources and amenities. Starting in the fall of 2019, with the Gildan Yarns announcement, and continuing into pandemic-plagued 2020, Eden saw Nestle Purina, Night Owl National Contractors, Acrow Bridges and the Eden Venture Business Park open within its vicinity. Eden’s success was mirrored in the county as Rockingham County Economic Development Director Leigh Cockram won the North Carolina Economic Development Association (NCEDA) Economic Developer of the Year award. The prevailing negative image of Rockingham County has been changed to an extremely positive one, full of opportunity and promise.

New residents are locating to Eden from across the country. In 2020, nine new businesses started in Uptown Eden, and both The Boulevard and Downtown Draper have attracted new property owners who will transform buildings to accommodate thriving businesses.

Many thanks go to Community and Economic Development Manager Randy Hunt for his excellent work in Eden’s traditional downtown areas and to Marketing and Special Events Manager Cindy Adams who has taken our events and others to a very high level that attract thousands of attendees to our community. Eden residents should rest assured that they will continue working diligently to make Eden the best place it can be.

Much is yet to be accomplished but Eden is on its way to a far better future. The 2011 All-America City campaign slogan, *Eden: Where Promise Flows*, has become a reality.”

ENGINEERING

FY 2021-22 Street Resurfacing Contract, No. 1

The bid opening for the FY 2021-22 Street Resurfacing Contract, No. 1 was held on July 27 in which the City received four responsive bids. The low bidder was Waugh Asphalt, Inc. out of Franklinville, N.C. with a bid in the amount of \$240,682.90. The contract includes the adjustment of utility structures, asphalt milling, leveling and resurfacing on the following streets: Henry Street, Park Road, Knight Street, Taft Street and Mill Avenue. The work is scheduled to be completed sometime in September or October.

NCDOT Street Resurfacing – Washington Street

The resurfacing of Washington Street has been completed; however, NCDOT is still waiting on their contractor to install the permanent pavement markings. The contractor has been delayed due to personnel and equipment issues.

Water Main Projects Update

Installation work for the Bridge Street waterline replacement project began August 3 with workers from Collection and Distribution installing a new valve and making a couple of temporary water taps to serve customers. Through August 9, crews installed roughly 338 LF of 6-inch diameter ductile iron water main. Traffic in the block between Irving Avenue and Oak Street has been shifted to the east using traffic cones, with two-way travel allowed during most of the work.

A crew from Haymes Brothers installed approximately 1,350 LF of 16-inch diameter PVC water main as of August 6, as part of the phase two work for the SOVA MegaSite project. The crew has been working along N. Rickman Street north and south of Mill Avenue, with the actual crossing of Mill Avenue skipped for now. A connection has been made to the existing 6-inch water main. A couple bores under creek crossings are proposed for the next month.

PARKS AND RECREATION

Bridge Street & Mill Avenue Recreation Centers

Minutes of the August 17, 2021 meeting of the City Council, City of Eden:

These two facilities will be open Monday through Friday from 10 a.m. until 6 p.m. Those attending may participate in basketball, pickleball, track walking or the playground.

The Mill Avenue Recreation Center offers the same services with the addition of a baseball field.

Freedom Park

Open daily from dawn to dusk, this park offers a walking track, nature trail, splash pad, skateboard park, basketball courts, miniature golf (open Friday, Saturday and Sunday 4-7 p.m.), playground, dog park, picnic shelters and an amphitheater.

Garden of Eden Senior Center

The Garden of Eden Senior Center is open from 10 a.m. – 6 p.m. and offers paint classes, mahjonn, pickleball (mornings and evenings offsite), exercise classes, cornhole, knit and crochet, strength and balance, legal aid, quilt guild, Friends Club, bingo, watercolor classes, craft classes, senior technology classes and card games, along with assistance and referral for seniors. The center's community garden is producing and vegetables are being given away. Software is currently being setup to enable staff to email participants newsletters and calendars in order to keep them informed of services and programs they might be interested in.

Mill Avenue Pool & Freedom Park Splash Pad

Hours are noon until 6 p.m. daily (including weekends). The pool and splash pad can also be rented daily from 9:45 – 11:45 a.m. and also from 6:30 – 8:30 p.m.

Special Events

The City hosted the N.C. Dixie Youth Baseball Ozone State Tournament at Freedom Park with an opening ceremony on July 16. Twelve teams from all over the state participated over a course of six days. The Reidsville All-Stars won the D1 championship while South Stanley captured the D2 title. Both teams will travel to Laurel, Mississippi to represent N.C. in the Dixie Youth Ozone World Series. This event brought more than 1,500 hundred players, parents and spectators to Eden.

Sports Programs

The City is now registering for an adult cornhole league and an adult/child kickball league. Registration has begun for the Prowlers football program for ages 5-12, as well as the football cheerleading program.

PLANNING & COMMUNITY DEVELOPMENT

Board of Adjustment

The Board of Adjustment received an application for a variance for an accessory structure at 1002 Lawson Street. The Board will meet in August to hear evidence and render a decision on the case.

Collections

Payments received for code enforcement fees during the month of July consisted of \$690.30 from Rockingham County Tax Department and \$700.00 by the City.

EDDI

The Main Street program has tracked over \$2.8 million in downtown investment over the last year, which is the largest amount recorded from Eden's involvement in the N.C. Main Street program.

Grants

Posters and brochures were posted in City Hall to stay in compliance with all laws and regulations of the state and federal government concerning Fair Housing, Section 3 and Language Access Plans. The posters and brochures must stay posted for the entire duration of the City's grants; some must be rotated with others provided to the City by its consultants. There will be additional policies related to the CDBG-Draper project that will presented for adoption at the August City Council meeting. Staff will begin to verify incomes and make inspections of the properties that qualify to receive assistance.

Downtown and Economic Development Activities

The Boulevard

The Boulevard Merchants continue to host events, including a third annual ‘Cars and Crabs’ low country boil and car show event. A mural recently painted at the corner of Irving Avenue and The Boulevard has elicited good response and is spurring another to be painted on an adjoining building. More investor inquiries have occurred.

The Cook Block

The location of 623 Morgan Road is under new ownership and will soon be refurbished.

Draper

The locations of 107A and 107B N. Fieldcrest Road are under new ownership and renovations have begun on both the façade and interior. The location of 144 N. Fieldcrest Road is currently being renovated. A new restaurant is coming to 115 N. Fieldcrest Road. Building permits have been issued to construct a drive-thru ATM at 125 N. Fieldcrest Road. A Draper Small Area Plan introductory meeting was held July 22 at Draper Christian Church.

Uptown Eden

The location of 651 Washington Street will be occupied by Revived Vintage, leaving its former location of 600A Monroe Street vacant; however, a new tenant has been identified for that space. Southern Julep is moving to 619 Monroe Street; its former location of 711 Washington Street will host a pottery shop. There are plans to move a gymnastics group from Greensboro to the former armory building at 615 Henry Street. The Dip Bar opened at 640 Washington Street. An announcement for a new business coming to 620 Henry Street is expected soon. A free-standing ATM has been constructed at 726 Washington Street with expectations for it to be operational by mid-September. Uptown merchants continue to host Friday evening events on the first Friday of each month. A favorable article about Uptown Eden was recently published in Explore Rockingham magazine.

Other

Pedestrian Plan

It is expected for the plan to be presented to Council in late summer/early fall.

Unified Development Ordinance

Letters were mailed to the 331 property owners affected by Zoning Case Z-21-11, providing them notice that the zoning was changed to Business General and Business Highway.

The Planning Board met on July 27 to consider:

- (1) Z-21-13 to rezone property on Sanderlyn Court and Peppermill Trail identified by the Rockingham County Tax Dept. as PIN 7978-0068-0616, PIN 7978-0058-8513, PIN 7978-0058-8770, PIN 7978-0058-9561 and PIN 7978-0068-8552 from Residential 12 to Residential Mixed Use.
 - (2) Z-21-14 to rezone property at 312 Bridge Street from Business General to Residential 12.
 - (3) Z-21-15 to rezone property at 1128 and 1130 Friendly Road from Residential-Agricultural to Heavy Industrial.
- b. Report on advisory committee proceedings.
- (1) Strategic Planning Commission.

Mayor Hall called on Staff Advisor Cindy Adams.

Ms. Adams said she wanted to present four items for approval that were previously tabled due to COVID-19. The first item was the Morehead High School Shadowing Program. The shadowing day was set for March 17, 2022. Staff would be working with Leslie Graves at the school who would select a group of Morehead High School students to participate in a daylong shadowing experience with employees. These students would be introduced to all types of jobs that would include Public Works, Public Utilities, City Hall, Fire Department, Parks & Recreation and the Police Department. Students would be treated to both breakfast and lunch. The program was successfully conducted two years ago. The request for the project

was \$1,000; however, it was possible it could cost less depending on the number of students participating. The second program, initiated by Mr. Hunt, was the Entrepreneurship Program. Small business was the lifeblood of the U.S. economy. It represented 99.7 percent of all employment firms, employed half of all private sector employees and paid 44 percent of the total U.S. private payroll. Mr. Hunt established the Rockingham Entrepreneurial Assistance Program (REAP), which was designed to help business owners receive the assistance they needed in order to operate the most efficient and profitable companies, thereby paving the way for long-term success. The REAP Program proposed to hold a series of classes in Eden in the spring of 2022 for prospective and current business owners. The classes would be conducted by Andrew Santulli, a business counselor with the Small Business Technology Development Center in Greensboro. The commission requested to allocate up to \$20,000 in funding during the 2021-2022 fiscal year to help pay for the instructor cost for the series and to cover the costs associated with the establishment of a Service Corp of Retired Executives (SCORE). SCORE offered entrepreneurs helpful guidance for their business. Currently, one existed in Reidsville and the commission desired to offer the same resource in Eden. They were asking for up to \$20,000. The third project was the Eden Drive-In Night/Movies Under the Stars event. The commission wished to host an Eden Night at the Eden Drive-In and conduct three outdoor movie nights. One night would be utilized at Winterfest during the month of December. The other two nights could take place in Grogan Park, in the downtown areas, Mill Avenue pool, Freedom Park, etc. The requested cost of \$4,000 included the rental of a 20-foot screen, sound and the movie. Because the movies shown to the public were copyrighted, the City must go through Swank Motion Pictures in order to rent the movies. The events would be free to the public. The last project was Kayak Lessons for Middle Schoolers. Twelve middle schoolers would be accepted for instructional classes that would take place during early summer 2022. The classes would include one in the classroom, four in the pool and one on the river. Each session would last two hours. The cost of \$1,360 included instructors from Three Rivers Outfitters, along with the rentals of kayaks, paddles and safety vests.

Lastly, Ms. Adams wanted to make Council aware of the Mural/Art Project that was currently only a concept as no money was being requested at the present time. The commission wanted to identify neighborhoods, such as those around the Bridge Street Recreation Center or Peter Hill Park, that may need art such as a mural, sculpture or pottery. The commission hoped to have a community meeting seeking the members' advice on what type of art they would like to see in the area. The City would select through an application process who the members of the committee would be, seeking those who were enthusiastic about art and would commit to the work and meetings. Next, the City would select an artist via a contract who would design a preliminary draft of the art design, which would be sent back to the committee for approval. Lastly, if the chosen area were to not be City property, an agreement would be drawn up with the property owner for a five-year use of their property for the art. There would be a final public meeting held to show the community the art design draft before the artist began the work. Nashville was known for their artwork in which they showcased sets of wings throughout the city, but each one had different content. One of the ideas mentioned was that the City's project could lead to something similar but the intent was to get the community's input and let them decide.

Council Member Hunnicutt asked what the Eden Night at the Eden Drive-In was.

Ms. Adams said it was a night that the City would sponsor during the week, likely on a Thursday night, where the community would be invited to come watch a movie at the Eden Drive-In for free. The event would cost the City \$1,000.

Council Member Hunnicutt asked if it was similar to a regular movie night with the exception of the City sponsoring it.

Ms. Adams said yes.

Mayor Hall said these were projects that the Strategic Planning Committee recommended over a year ago but due to COVID-19 and budget concerns, they were tabled. The shadowing program would help with job development. The Entrepreneurship Program would provide an opportunity for business owners and citizens who were interested in opening a business to do things the correct way, which would economically

benefit the City. The drive-in project would be an opportunity for the City to enjoy a free night at the movies and Winterfest in December had always been a big hit. The kayak lessons would be beneficial due to the amount of water around the city and the people wanting to access it. The safety aspect of the program would obviously be an important part of water use.

Council Member Moore asked if the kayak lessons would be at the Mill Avenue pool.

Ms. Adams said yes. Staff had talked with Parks and Recreation Director Terry Vernon about the project and he was in favor of utilizing the pool for that purpose.

Council Member Hampton made a motion to approve funding for the Morehead High School Shadowing Program, Entrepreneurship Program, Eden Drive-In Night/Movies Under the Stars Program and the Kayak Lessons for Middle Schoolers Program. Council Member Moore seconded the motion. All members voted in favor. The motion carried, 7-0.

(2) Planning Board

Mayor Hall called on Ms. Stultz.

Ms. Stultz said the Planning Board had been busy for the past several years. Presently, they were serving as the steering committee for the Comprehensive Plan and the Pedestrian Plan. On August 19, a public meeting would be held at City Hall in the hopes of receiving public input on the proposals and recommendations for trail ways.

Mayor Hall said the City of Eden Comprehensive Pedestrian Plan would be held at City Hall in the Eden Room on August 19 from 5 until 6:30 p.m. He asked everyone to please come by and participate.

(3) Parks Commission

Mayor Hall called on Mr. Vernon

Mr. Vernon said the Parks Commission met on August 3. Several things had been asked of the commission over the first month and they had been working on them even though the N.C. Dixie Youth Baseball Tournament put them behind. The commission wanted to host a cornhole tournament during RiverFest. They were going to try and do more individual sports, such as golf and tennis. Judge Ed Wilson was over the Greenway Subcommittee; he and fellow member Ben Curtis met with Ms. Stultz to discuss the expansion of the current greenway. The City developed a greenway plan over 14 years ago and that plan was still viable. After meeting, it was agreed that the least expensive and easiest section to complete at the present time was the calcium carbide section of the greenway, which was proposed to the commission and approved. They were seeking Council's approval for funding that section of the greenway.

Mayor Hall said the Council would need to know the funding amount before approving the expansion.

Council Member Carter suggested finding out the price and bringing it back before Council at the next meeting.

Mr. Vernon said the committee would meet again in October and he would find out the cost.

Mayor Hall said he would personally be in of favor of seeing the project moved forward. He noticed there was equipment set up on Matrimony Creek where repair work was being completed and he was hoping the trail would be open soon.

Mr. Vernon said the employees had been working hard to complete the repairs and everyone was working together to make it happen.

Council Member Carter asked about the participation numbers in football.

Mr. Vernon said the participant count was low. There was adequate participation in the flag tag division, which consisted of ages five and six and there was an overabundance of participants in the 8U division, which consisted of ages seven and eight. However, the program could still use players ages nine to twelve as there was roughly only 15 players on the 10U and 12U teams. Ms. Hunt had been promoting the program heavily on social media in the hopes of recruiting more participants. The jamboree was scheduled for August 28. He asked for everyone to help spread the word as the Prowlers was the only football program in town.

Council Member Moore asked Mr. Vernon if the department could spread the word once schools started the following week.

Mr. Vernon said staff planned on going to the open houses to promote the football program in hopes of gaining a few players.



Council Member Epps said he watched the teams practicing one day and was very impressed with the program.

Mr. Vernon said it was a very organized program.

CONSENT AGENDA:

- a. Approval and adoption of the (1) July 20 regular meeting and (2) July 22 special minutes.
- b. Approval of FY 2021-22 Street Resurfacing Contract No. 1.

Transportation Engineering Director Tammy Amos wrote that bids were received on July 27 at 11 a.m. A total of four responsive bids were received for the project. The successful low bidder was Waugh Asphalt, Inc. in the amount of \$240,682.90. The date of availability for the contract was September 1, 2021. The substantial completion date was October 29, 2021. The Engineering Department was requesting Council’s approval to award the contract to Waugh Asphalt, Inc. based on their bid amount shown above.

 FY 2021-22 STREET RESURFACING CONTRACT, NO. 1 (SRC 2021-22-01) CITY OF EDEN, NORTH CAROLINA BID TABULATION SCHEDULE July 27, 2021 11:00 A.M.											
Bid Item No.	Description	Unit	Est. Qty.	Waugh Asphalt, Inc. NC License # 59882		APAC-Atlantic NC License # 12459		Triangle Grading & Paving NC License # 17458		Adams Construction NC License # 20677	
				Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	Adjustment of Manholes	EA	21	\$ 800.00	\$ 16,800.00	\$ 715.00	\$ 15,015.00	\$ 600.00	\$ 12,600.00	\$ 1,020.00	\$ 21,420.00
2	Adjustment of Valve Boxes	EA	8	\$ 800.00	\$ 6,400.00	\$ 695.00	\$ 5,560.00	\$ 600.00	\$ 4,800.00	\$ 1,005.00	\$ 8,040.00
3	Edge Milling Asphalt Pavement, 0 to 1.5" depth	SY	3,764	\$ 5.35	\$ 20,137.40	\$ 5.10	\$ 19,196.40	\$ 7.80	\$ 29,359.20	\$ 15.00	\$ 56,480.00
4	Edge Milling Asphalt Pavement, 0 to 2.5" depth	SY	166	\$ 7.35	\$ 1,220.10	\$ 28.90	\$ 4,780.80	\$ 23.00	\$ 3,818.00	\$ 47.00	\$ 7,802.00
5	Asphalt Concrete Leveling Course, Type S9.5B Virgin Mix	TON	40	\$ 118.00	\$ 4,720.00	\$ 220.00	\$ 8,800.00	\$ 220.00	\$ 8,800.00	\$ 178.00	\$ 7,120.00
6	Asphalt Concrete Surface Course, Type S9.5B Virgin Mix	TON	1,755	\$ 103.00	\$ 180,765.00	\$ 129.25	\$ 226,833.75	\$ 132.00	\$ 231,660.00	\$ 135.00	\$ 236,925.00
7	Shoulder Reconstruction, Incidental Stone (ASB)	TON	120	\$ 88.67	\$ 10,640.40	\$ 95.00	\$ 11,400.00	\$ 60.00	\$ 7,200.00	\$ 136.00	\$ 16,560.00
Total Bid Price (Items 1-7)					\$ 240,682.90		\$ 291,565.95		\$ 298,237.20		\$ 354,327.00
Alternate Bid Items											
A1	Asphalt Concrete Surface Course, Type R99.5B	TON	1,755	\$ 95.00	\$ 166,725.00	\$ 115.50	\$ 202,702.50	\$ 120.00	\$ 210,600.00	\$ 117.00	\$ 205,335.00
The Lump Sum and Unit Prices in This Tabulation received on July 27, 2021 Are As Given In The Bidder's Respective Bid Proposals And The Totals Are Arithmetically Correct  Kevin London Engineering Technician II, City of Eden											

eligible dwelling which is demolished or converted to use other than low/moderate income housing. The CITY PLANNING & COMMUNITY DEVELOPMENT DIRECTOR / CITY MANAGER are designated as compliance officers. (4) Optional Coverage Relocation Plan: The Plan provides for optional relocation benefits for occupants/tenants of dwellings being acquired for demolition, and those temporarily displaced during program activities. (5) Acquisition Guidelines*: The Guidelines detail the objectives of the real property acquisition practices of the CITY. The Guidelines state that it is the CITY's intent to only acquire property in the approved project area (such as potential easements) to meet the aims and objectives of the CDBG program. (6) Disposition Guidelines*: The Guidelines detail the objectives of the real property disposition practices of the CITY. The Guidelines state the intent and procedures of the disposition practices of the CITY. (7) Relocation Guidelines*: The Guidelines detail the objectives of the relocation practices of the CITY. The Guidelines state that it is the intent of the CITY to only relocate occupants whose dwelling is unfit for human habitation and beyond the scope of rehabilitation. (8) Clearance Guidelines*: The Guidelines detail the objectives of the demolition and clearance practices of the CITY. The Guidelines state that the intent of the CITY is to rehabilitate substandard privately-owned dwellings whenever feasible. However, when housing conditions are dilapidated and the cost of rehabilitation is economically unfeasible, the CDBG program will acquire, demolish, and clear the structures. (9) Rehabilitation Guidelines: The Guidelines detail the objective of the rehabilitation practices of the CITY. The Guidelines state that the intent of the CITY is to rehabilitate private property in a cost-effective manner in the approved project area whenever feasible to meet the plans and to achieve the aim of the CDBG project. (10) Rehabilitation/Reconstruction Guidelines: The Guidelines detail the objective of the rehabilitation/reconstruction practices of the CITY. The Guidelines state that the intent of the CITY is to use reconstruction in lieu of rehabilitation for properties that cannot be cost effectively rehabilitated. (11) Hook-Up Guidelines*: The Guidelines detail the objective of the hook-up practices of the CITY. The Guidelines state the intent of the CITY to provide a hook-up in a cost-effective manner to approved existing public utility lines to meet the plans and achieve the aims of the CDBG project. (12) Public Facilities Guidelines*: The Guidelines detail the objectives of the public facility improvement practices of the CITY. The Guidelines state that the CITY will undertake public facility improvements whenever feasible, in accordance with the approved application. (13) Complaint Procedure: The Procedure has all comments being sent to the CITY PLANNING & COMMUNITY DEVELOPMENT DIRECTOR / CITY MANAGER. Deadlines for responses are included in the Procedure. (14) Officer Designations: (a) Contracts Officer: The CITY PLANNING & COMMUNITY DEVELOPMENT DIRECTOR / CITY MANAGER, and successors so titled, will have the authority to execute contracts pertaining to grant implementation within the limitations of the approved Grant Application and Local, State and Federal Procurement Procedures. (b) Labor Standards Officer*: The CITY PLANNING & COMMUNITY DEVELOPMENT DIRECTOR / CITY MANAGER, and successors so titled, will have the authority to enforce compliance of labor standards on all jobs requiring labor standards provisions. (c) Verification Officer: The CITY PLANNING & COMMUNITY DEVELOPMENT DIRECTOR / CITY MANAGER, and successors so titled, will have the responsibility to verify the eligibility of all contractors and subcontractors participating on jobs funded in full or in part with Community Development funds. (d) Just Compensation Officer*: The CITY PLANNING & COMMUNITY DEVELOPMENT DIRECTOR / CITY MANAGER, and successors so titled, have the authority to certify just compensation of private property acquisition within the limitations of the approved Grant Application and State and Federal Acquisition Procedures.

(15) Financial Management Procedure: The Procedure establishes how the CITY will maintain a required financial accounting system for the CDBG Program. The Procedure meets all Federal guidelines for financial management of Federally-assisted activities. (16) Neighborhood Revitalization Contractor Procurement and Disbursement Policy: Modeled after policies of the NC Housing Finance Agency Single Family Rehabilitation Program, this Policy outlines the CITY's procedures during the CDBG-NR program for securing housing construction contractors, processing payment requests for construction work, and working with the Housing Rehabilitation Specialist. (17) Neighborhood Revitalization Assistance Policy: Modeled after policies of the NC Housing Finance Agency Single Family Rehabilitation Program, this Policy outlines the CITY's guidelines for applicant eligibility criteria and ranking, types of housing rehabilitation assistance, and what processes residents can expect to go through to obtain assistance. C: CDBG-NR File, 18-C-3071 * *Indicates plans that are not necessarily applicable to this type of CDBG project*

Copies are on file at City Hall.

d. Adoption of supplemental policies for CDBG-CV.

Copies are on file at City Hall.

e. Adoption of an Emergency Paid Sick Leave Policy to extend through June 30, 2022.

Director of Finance & Personnel Tammie McMichael wrote in a memo that The Families First Coronavirus Response Act, passed in March 2020 as the federal government's first response to the COVID-19 crisis, was a law with many

parts. The Emergency Sick Leave Act and the Emergency Family and Medical Leave Expansion Act were the two most familiar to public employers. The stimulus bill that was passed December 21, 2020 did not extend the Emergency Paid Sick Leave Act and the Emergency Family and Medical Leave Expansion Act. Those laws and the benefits they provided to employees expired at midnight December 31, 2020. Council approved the attached policy to extend the Emergency Paid Sick Leave Act until June 30, 2021. Since we are facing the Delta Variant/COVID-19, it made the most sense to continue this benefit to employees. We are in hopes that all employees to stay healthy and safe. However, we would like to encourage employees to stay out of work if they become exposed to or test positive for the Delta Variant/COVID-19 in efforts to prevent further spreading of the virus to other essential city employees. Staff recommended, as a proactive measure, that we continue to provide emergency paid sick leave for the period of July 1, 2021 through June 30, 2022 based on the conditions established in the attached Emergency Paid Sick Leave extension policy.

The City of Eden is taking steps to protect our employees with the expiration of the Families First Coronavirus Response Act (FFCRA) on December 31, 2020. It is the City's goal to continue to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace.

The City of Eden is committed to provide accurate information about the nature and spread of infectious diseases, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or outbreak. The City of Eden will provide eligible employees with temporary emergency paid sick leave under certain conditions. This policy will become null and void should Congress adopt an Emergency Paid Sick Leave Act prior to the expiration date of this policy.

The City of Eden Emergency Paid Sick Leave

The City of Eden Emergency Paid Sick Leave is separate from and independent of Family and Medical Leave (FMLA) and is independent of any existing sick leave policies that the City grants employees in the normal course of business. The policy allows an eligible employee to qualify for emergency paid sick leave as follows:

1. The employee has been advised by their healthcare provider to self-quarantine because they are infected with or have been exposed to COVID-19 or because they are at high risk of complications from COVID-19.
2. The employee is showing symptoms of COVID-19 and is actively seeking but has not yet received a medical diagnosis;

Eligibility

All employees who have been employed with the City for at least 30 days (full-time) are eligible for EPSL in the event the employee is unable to work or telecommute because the employee meets one or more of the conditions stated above.

Duration/Compensation

Employees are eligible for, on a one-time basis, the following:

Full-Time employees: 80 hours of pay at their regular hourly rate of pay. "Equivalency of leave shall be provided for any shift work whereby an employee that is scheduled to work in excess of 40hrs a week is granted COVID leave at an equivalent rate for the amount of time they are scheduled to work for that week. Each employee's supervisor shall certify in writing as to the amount of shift work scheduled and the amount of COVID leave necessary to reach equivalency. Equivalent leave shall be capped at providing 2 weeks of COVID leave for shift workers

General Rules

- Employees may elect to use EPSL prior to utilizing any accrued paid sick leave under the City's sick leave policy.
- Employees that have used all or a portion of the original 80 hours, will not receive additional hours for EPSL.
- No leave provided by the City under any governmental act prior to July 1, 2021, may be credited against the EPSL eligibility.
- Employees are responsible for immediately notifying Human Resources of their intent to utilize this policy, so that the appropriate application paperwork may be given to the employee in a timely manner.
- Employees must successfully complete the necessary application paperwork and return it to Human Resources in a timely manner in order to receive compensation under this policy. Failure to return application paperwork and required supporting documentation in a timely manner may result in a delay in receiving compensation under this policy.
- Employees seeking compensation under this policy found solely to be taking this leave to defraud the City will be subject to disciplinary action up to and including termination of employment.

Minutes of the August 17, 2021 meeting of the City Council, City of Eden:

- The City will not retaliate against any employee who requests to take EPSL in accordance with this policy.
- This policy expires on June 30, 2022.

f. Succession planning in the Planning & Community Development and Engineering departments.

Due to anticipated retirements the following succession plan has been developed to allow for the timely onboarding of personnel in order that training, cross-training, and continuity of service to the public be accomplished.

Positions undergoing transition:

1. Transportation Engineering Director – expected 4th Quarter of Fiscal Year
2. Planner II – expected 4th Quarter of Fiscal Year
3. Meter Reader (PT) – expected 2nd Quarter of Fiscal Year
4. Water/Sewer Projects Manager – vacancy occurred 1st Quarter of Fiscal Year
5. Local Codes Administrator – GIS Coordinator – due to the technical nature of GIS, this position needs approximately 1-1.5 years of cross-training with replacement

Succession plan elements – on-board:

1. Re-cast Engineering Department to Division of Design & Construction in the Administration Department
2. Transportation Engineering Director transition to:
 - a. Office Assistant assigned to Planning & Community Development – 3rd Quarter of Fiscal Year
 - b. Engineering Assistant I assigned to Design & Construction -3rd Quarter of Fiscal Year
3. Planner II transition to:
 - a. Planner I assigned to Planning & Community Development – 4th Quarter of Fiscal Year
4. Meter Reader (PT) transition to:
 - a. Engineering Assistant/Meter Reader (FT) – 2nd Quarter of Fiscal Year
5. Water/Sewer Projects Manager – leave position unfilled, ORC duties have been moved to Public Works, construction will be assigned to Design & Construction
6. Local Codes Administrator – GIS Coordinator transition to:
 - a. Engineering Technician I assigned to Design & Construction – 4th Quarter of Fiscal Year to cross-train on GIS for 1-1.5 years

Succession plan – costs:

1. Approximate Cost Savings: \$68,623.00
2. Schedule of costs/on-boarding is approximate and estimated to occur within a 90-day range so that there is sufficient time to on-board/train/etc. but not overly so.

Requested Actions:

1. Authorize the succession plan.
2. Make the following classification changes/authorized positions:

a. Design & Construction Manager	GR 20	1 position
b. Project Manager	GR 13	0 positions
c. Project Coordinator I-III	GR 10-12	1 position
d. Engineering Technician I-IV	GR 7-10	1 position
e. Engineering Assistant I-IV	GR 3-6	2 positions
f. Office Assistant	no change	1 position

A motion was made by Council Member Moore to approve the Consent Agenda. Council Member Carter seconded the motion. All members voted in favor. The motion carried, 7-0.

ANNOUNCEMENTS:

Mayor Hall said that on July 26, Morehead High School baseball coach and Holmes Middle School teacher Jeffrey Roberts passed away. The community really lost a big champion for Eden with his passing. He asked everyone to remember his family and friends. On August 3, N.C. House Representative Jerry Carter passed away. He was a great public servant for the area and district. He asked everyone to also keep his family in their prayers. On August 18, former Police Chief and current County Commissioner Reece Pyrtle would be sworn in to fill the remainder of Mr. Carter’s term. He asked everyone to thank Mr. Pyrtle for accepting the position and wish him well. He added that Mr. Pyrtle would do a great job representing Rockingham County and the district.

Council Member Epps said the Sirloin House in Martinsville, Va., closed but they were bringing their resources to the Eden location. The owners would be making changes to make it more profitable for people to work at the restaurant. He expressed his thankfulness that they decided to keep the Eden location open.

Council Member Hampton thanked everyone who came out and participated in The Boulevard’s Cars and Crabs event. She said it was a great day with a good turnout.

CLOSED SESSION:

- a. Closed sessions pursuant to North Carolina General Statute 143-318.11 (a)(4) Economic Development, (5) Acquisition of Real Property, and (3) Legal.

A motion was made by Council Member Carter to go into closed session. Council Member Hampton seconded the motion. All members voted in favor of the motion. The motion carried, 7-0.

A motion was made by Council Member Carter to return to open session. Council Member Hunnicutt seconded the motion. All members voted in favor of the motion. The motion carried, 7-0.

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



EDEN FIRE DEPARTMENT

MEMO

To: Honorable Mayor and City Council
From: Todd Harden, Fire Chief
Date: 09/01/21
Subject: Consideration to waiver burn fee

Trinity Wesleyan Church located at 186 East Aiken Road asked the fire department about the feasibility of burning a structure located on the church property. The property address is 190 E. Aiken Road and has been examined by a certified burn instructor and the property is structurally intact for a live burn training exercise.

The fee for the burning of a structure is \$1,000.00 which includes an asbestos test, and removal of the debris by city staff when the training burn is complete. The church has conducted an asbestos test of the property and identified the presence of asbestos which has been removed and disposed of properly.

The tentative date for the live fire exercise is November 6th with a rain date of November 13th. This structure will provide a valuable training session for the fire department along with neighboring mutual aid stations Leaksville 210 and Draper 220. I would ask the city council to consider waiving the burn fee for the church.

Respectfully submitted

Todd Harden











THE CITY OF EDEN – MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

THRU: JON MENDENHALL, CITY MANAGER

FROM: TERRY SHELTON, SPECIAL PROJECTS MANAGER

DATE: SEPTEMBER 13, 2021

SUBJECT: REQUEST FOR COUNCIL TO APPROVE FOR STAFF TO MAKE APPLICATION TO DIVISION OF WATER INFRASTRUCTURE IN THE FALL ROUND OF FUNDING FOR PRINCIPLE FORGIVENESS ON EXISTING LOANS

The North Carolina Division of Water Infrastructure has offered, and the City of Eden accepted a loan package to finance two major EPA Remediation Projects. The two projects would mainly include the Junction Pump Station's rehabilitation and Junction Sewer Basin, including the Smith River Sewer Siphon's Replacement with other rehabs of sewer line assets associated with the Siphon Structure. The loan package accepted by the City Council was composed of two loans; one will be from the Clean Water State Revolving Fund (CWSRF) for \$2,116,609, and the second will be from the Additional Supplemental Appropriations for Disaster Relief Act (ASADRA) for \$5,042,373. Both of these loans would have a maximum interest rate of 0.10%. The total of these two loans is \$7,158,982.

In the Fall Funding Round last year, we did not receive any Principle Forgiveness with our application. Even though we scored high enough to receive 50% Project Principle Forgiveness, a limited amount of Principal Forgiveness money was available. It was exhausted before our projects were considered in the priority order of projects statewide. Qualifying for 50% Project Principal Forgiveness did allow us to be eligible for the extremely low 0.10% maximum interest rate we would pay on these loans.

In the Fall Round of Funding this year, we are again eligible to apply for Principle Forgiveness on the loans discussed in paragraph one that we received last spring. If funding Principle Forgiveness is available, we hope to be eligible for up to \$3,000,000.



RESOLUTION TO APPLY FOR PRINCIPAL LOAN FORGIVENESS

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction and planning of improvements of wastewater and drinking water systems, and

WHEREAS, the City of Eden has need for and intends to complete various wastewater system improvement projects in order to comply with US EPA Administrative Order CWA-04-2012-4578 and provide wastewater system resiliency/asset hardening, and

WHEREAS, the City of Eden intends to request state grant/loan assistance for the projects.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF EDEN:

That the City of Eden, the Applicant, will arrange financing for all remaining costs of the projects including required matching funds, if approved for a state principal forgiveness award.

That the Applicant will adopt and place into effect on or before completion of the projects a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the Applicant will provide for efficient operation and maintenance of the projects on completion of construction thereof.

That Jon Mendenhall, City Manager, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a grant/loan to aid in the completion of the construction projects described above.

That Neville Hall, Mayor, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the projects; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 21st day of September, 2021, at Eden, North Carolina.

Neville Hall, Mayor

ATTEST:

Deanna Hunt, City Clerk

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Eden does hereby certify:

That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City Council of the City of Eden duly held on the 21st day of September, 2021; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of September, 2021.

Deanna Hunt, City Clerk