



REGULAR MEETING MINUTES
MAYODAN TOWN COUNCIL
November 13, 2017
7:00 p.m.
James A. Collins Municipal Building

Mayor and Council Present:	Mayor Jeffrey Bullins Darrell Allred Lewis Bottoms James “Bud” Cardwell David Holland Andrew “Buddy” Martin
Absent:	
Staff Present:	Town Manager Michael Brandt Town Clerk Melessa K. Hopper
Others Present:	Joe Dexter, Greensboro News & Record
	The Mayodan Town Council met at 7:00 p.m. on November 13, 2017 in the Council room of the James A. Collins Municipal Building, and with a quorum present Mayor Bullins called the meeting to order.
AGENDA TOPICS	ITEM
Public Comment Period and Citizen Concerns	<i>Reverend Randy Jessup invited Council members to an “Feed Rockingham” on 11/21/17 from 4:00 p.m. to 6:00 p.m. at The Refuge church in conjunction with area churches and Lot 2540 Ministry. This will be a food donation event to provide food for the Thanksgiving holiday.</i> <i>Reverend Jessup also invited Council to the Baptist Church’s “Prayer Walking and Prayer Riding” activities. The Baptist Church is finding ways to minister to people in the community and help those in need.</i> <i>Reverend Jessup expressed his appreciation for all that the Council, staff, law enforcement do in the community.</i>
Approval of Minutes	Motion by Councilman Bottoms, seconded by Councilman Cardwell, to approve the minutes of the September 28, 2017, special meeting; October 5, 2017, agenda meeting; October 9, 2017, regular meeting; and the October 30, 2017, special meeting. <i>Ayes: Councilmen Allred, Bottoms, Cardwell, Holland, and Martin</i> <i>Nays: None</i> <i>Motion carried unanimously.</i>
Old Business:	
Discussion of Washington Mills Redevelopment Site	<i>Mayor Bullins asked Town Manager Michael Brandt to give an update regarding the mill site. Mr. Brandt stated the hazardous materials located in the building have been removed and disposed of properly. The erosion control plan was approved and the removal of other materials on site will be started soon. Mr. Brandt informed Council there is a large break in the roof of the standing building. Repair will be needed.</i>

Update on Farris Memorial Park Tennis Court Refurbishment	<i>Mayor Bullins called upon Town Manager Michael Brandt to give an update on information regarding the refurbishment of the tennis courts at Farris Memorial Park as it relates to the Rockingham County Schools' request for use. Mr. Brandt stated the cost estimate to refurbish six courts is \$85,000. The repairs should last between 5 and 10 years. There is no warranty for the work completed because it is refurbishment, rather than new. The work would take approximately a month to complete as long as weather is good. There are donations and grants to cover the costs and the only cost to the Town of Mayodan would be future maintenance costs, restroom update, and some parking lot maintenance. The Town is awaiting additional response from the school system as to whether the Farris Memorial Park courts are their final choice.</i>
Update on 4 th and 9 th Avenue Water Line Repair and Paving Projects	<i>The company providing the paving is currently patching cuts and milling should begin soon. All water line work is complete.</i>
New Business:	
Presentation-Advanced Certificate Award	<i>Police Chief presented the Advanced Law Enforcement Certificate Award to Sergeant David Stanley and Sergeant Timothy Knight.</i>
Proclamation-National American Indian Heritage Month	<i>Mayor Bullins read a proclamation proclaiming November as National American Indian Heritage Month. Motion by Councilman Bottoms, seconded by Councilman Martin, to authorize Mayor Bullins to sign the proclamation for National American Indian Heritage Month. Ayes: Councilmen Allred, Bottoms, Cardwell, Holland, and Martin Nays: None Motion carried unanimously.</i>
Consideration of Right Of Way Encroachment Agreement with N.C. D.O.T. at Adams Street	<i>Mayor Bullins asked Council to consider the approval of a right of way encroachment agreement with N. C. D.O.T. at Adams Street to hang a street sign. Motion by Councilman Allred, seconded by Councilman Cardwell, to approve the right of way encroachment agreement for Adams Street. Ayes: Councilmen Allred, Bottoms, Cardwell, Holland, and Martin Nays: None Motion carried unanimously. <i>**A copy of the agreement is hereby by reference made a part of these minutes and a copy appears in the document section below.</i></i>
Appreciation Award to Lowe's Home Improvement for Small Town Hero Project	<i>Mayor Bullins presented a resolution of appreciation to Lowe's Home Improvement for their Small Town Hero Project, building bus stops for the County-wide SKAT bus route. Ayes: Councilmen Allred, Bottoms, Cardwell, Holland, and Martin Nays: None Motion carried unanimously. <i>**A copy of the resolution is hereby by reference made a part of these minutes and a copy appears below in the document section.</i></i>
Discussion of Renewal of Solid Waste Contract	<i>Town Manager Michael Brandt stated the contract with Foothill Waste Solutions would be coming up for renewal and he would like direction as to how to proceed with the next year budget in regards to this contract. Mr. Brandt stated the contract could be extended up to five years, but if Council would wish to take bids again, he would need to prepare a RFP prior to budget preparations.</i>
Discussion of Renewal of RCC Lease for 10 th Avenue Property	<i>Town Manager Michael Brandt informed Council the lease for the former library building with RCC matured during October, 2017. He asked for direction as to having a new lease signed, or to continue with a month-to-month lease with the college. Consensus was to continue the lease on a month-to-month basis.</i>

<p>Consideration of Approval of Budget Amendment #5 to the 2017-2018 Budget</p>	<p><i>Mr. Brandt asked Council to approve Budget Amendment #5 to transfer money saved in Water Plant Department budget, clear well repair line item in the amount of \$3,000 to the water department budget in the line upgrade line item to improve water flushing hydrants on Hwy 135.</i></p> <p>Motion by Councilman Bottoms, seconded by Councilman Allred to approve Budget Amendment #5 as presented. <i>Ayes: Councilmen Allred, Bottoms, Cardwell, Holland, and Martin</i> <i>Nays: None</i> <i>Motion carried unanimously.</i></p> <p><i>Budget Amendment #5 is hereby by reference made a part of these minutes and a copy follows in the document section below.</i></p>
<p>Manager</p>	<p><i>Mr. Brandt went over the financial reports and activities occurring in the following month.</i> <i>The Cemetery Committee will meet again on November 27th at 2:30 p.m. in the municipal cemetery.</i></p>
<p>Council/Mayor</p>	<p><i>Councilman Bottoms stated he would like the Town to look into increasing the</i></p>
<p>Closed Session: Pursuant to N.C. G.S. 143-318.11(a)3, Attorney/Client Privilege</p>	<p>Motion by Councilman Cardwell, seconded by Councilman Holland to enter closed session pursuant to N.C. G.S. 143-318.11(a)3, attorney/client privilege. <i>Ayes: Councilmen Allred, Bottoms, Cardwell, Holland, and Martin</i> <i>Nays: None</i> <i>Motion carried unanimously</i></p> <p><i>Council entered closed session at 7:55 p.m.</i></p> <p>Motion by Councilman Martin, seconded by Councilman Allred, to return to open session. <i>Ayes: Councilmen Allred, Bottoms, Cardwell, Holland, and Martin</i> <i>Nays: None</i> <i>Motion carried unanimously</i></p> <p><i>Council returned to open session at 8:34 p.m.</i></p> <p><i>No action was taken.</i></p>
<p>Adjournment:</p>	<p>Motion by Councilman Holland, seconded by Councilman Allred, to adjourn the meeting. <i>Ayes: Councilmen Allred, Bottoms, Cardwell, Holland, and Martin.</i> <i>Nays: None.</i> <i>Motion carried unanimously.</i> <i>Council recessed at 8:35 p.m.</i></p>

ATTEST:

**Melessa K. Hopper, CMC
Town Clerk**

Jeffrey G. Bullins, Mayor

ATTACHMENTS

Documents Below

DATE: November 13, 2017
FROM: Randy Case, Finance Officer
TO: Mayodan Town Council

RE: Town Council Amendment to Line Item Budget for Fiscal Year 2017-2018

Town Council Budget Amendment #5: WATER DEPARTMENT

The following action is requested to move funding for installation of water flushing hydrants on Dan Valley Road and NC 135 to improve water quality.

Expenditures

Water Line Upgrades 30-814-1606 Increase \$3,000 to \$245,000

Offsetting Entry

Clear Well Repair 30-812-3409 Decrease \$3,000 to \$122,000

Resolution of Appreciation to Lowe's of Mayodan

Whereas, Lowe's has been a prominent corporate citizen of the Town of Mayodan since it opened for business in 2008 and the business provides needed goods and services to the residents of Mayodan and the surrounding area;

Whereas, Lowe's has provided many jobs to area residents which have helped improve the local economy;

Whereas, Lowe's and its employees have a history of serving local communities through community service projects;

Whereas, the most recent project in the Town of Mayodan sponsored by Lowe's and its employees has been to construct bus stop shelters around town;

Whereas, four shelters have been erected in Mayodan at the following locations; the municipal parking lot on North 2nd Avenue, the Recreation Center parking lot on East Roosevelt Street, at Oakwood Manor Apartments on Whitbeck Drive, and at Mountain Villa Apartments on North Ayersville Road; and,

Whereas, these shelters will provide a much-needed place of rest and protection from inclement weather as citizens wait for public transportation and as students wait for school buses now, therefore, be it

Resolved, that appreciation from the Town Council of the Town of Mayodan be expressed to the Mayodan Lowe's store manager, Jason Hines, and all of the hard working and dedicated employees of Lowe's by the adoption of this resolution; and, be it

Further resolved, that the Town Council of the Town of Mayodan encourages the residents of Mayodan and visitors to our community to use the bus stop shelters that have been so generously provided by Lowe's.

Adopted November 13, 2017

Jeffrey G. Bullins
Mayor, Town of Mayodan

November 13, 2017

ROUTE US 220 Business PROJECT _____ COUNTY OF Rockingham STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT
FOR NON-UTILITY ENCROACHMENTS ON
PRIMARY AND SECONDARY HIGHWAYS

-AND-

The Town of Mayodan
210 West Main Street
Mayodan, NC 27027

THIS AGREEMENT, made and entered into this the 8 day of January, 2017, by and between the Department of Transportation, party of the first part; and The Town of Mayodan, Rockingham County party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) US 220 Business, located Within the Town of Mayodan, Rockingham County

with the construction and/or erection of: Hanging overhead street name signs at two intersections 1) Intersection of NC 135 (E. Roosevelt St.) & US 220 Business (South 2nd Ave.) 2) Intersection of US 220 Business (2nd Ave.) and State Road 1305 (Main Street) ADDENDUM 10/31/17 Intersection of US 220 Business (S. 2nd Ave. and Adams Street (local Road)).

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway rights of way limits, in carrying out its construction and maintenance operations.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to

FORM RW 16.1A (January, 1981)

November 13, 2017

R/W (161A) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161A) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
DIVISION ENGINEER

ATTEST OR WITNESS:

Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the Manager of Right of Way. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
 2. Right of way lines and where applicable, the control of access lines.
 3. Location of the proposed encroachment.
 4. Length and type of encroachment.
 5. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
 6. Drainage structures or bridges if affected by encroachment.
 7. Typical section indicating the pavement design and width, and the slopes, widths and details for either a curb and gutter or a shoulder and ditch section, whichever is applicable.
 8. Horizontal alignment indicating general curve data, where applicable.
 9. Vertical alignment indicated by percent grade, P.I. station and vertical curve length, where applicable.
 10. Amount of material to be removed and/or placed on NCDOT right of way, if applicable.
 11. Cross-sections of all grading operations, indicating slope ratio and reference by station where applicable.
 12. All pertinent drainage structures proposed. Include all hydraulic data, pipe sizes, structure details and other related information.
 13. Erosion and sediment control.
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14. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
 15. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.
 16. Method of handling traffic during construction where applicable.
 17. Scale of plans, north arrow, etc.