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**Roanoke Rapids City Council**

**October 9, 2012**

The regular meeting of the City Council of the City of Roanoke Rapids was held on the above date at 7:00 p.m. at the Lloyd Andrews City Meeting Hall.

Emery G. Doughtie, Mayor

Carl Ferebee, Mayor Pro Tem

Ernest C. Bobbitt)

Suetta S. Scarbrough)

Greg Lawson)

Carol H. Cowen)

Joseph Scherer, MPA, MS, City Manager

Lisa B. Vincent, MMC, City Clerk

Gilbert Chichester, City Attorney

Mayor Doughtie called the meeting to order and opened the meeting with prayer.

**Adoption of Business Agenda**

Mayor Doughtie called Council’s attention to the Conflict of Interest statement in the agenda packet.

With no one indicating a conflict of interest with any of the items on the agenda, motion was made by Councilwoman Cowen, seconded by Councilman Bobbitt and unanimously carried to adopt the business agenda for October 9, 2012 with an amendment to add Item 9 (i) “Consideration of Budget Amendment for Infrastructure Needs”.

**Special Recognitions: Boy Scout Troop 238**

Mayor Doughtie recognized Boy Scouts from Troop 238 in attendance working on their citizenship in the community badge. He invited them to introduce themselves, and he thanked the Scouts, their leaders and parents for their service to the community.

**Public Comment (Scheduled): Chris Moseley**

Mr. Chris Moseley of 137 Carmichael Circle, Roanoke Rapids, NC stated in March of 2012, he purchased the property at 426 E. 12th Street for his business and began extensive renovations. He stated he has been an electrical contractor in the area for about 15 years and worked primarily from his home. He stated through many blessings, his business grew to the point that he could no longer operate from his home. Mr. Moseley stated his renovations to the property at 426 E. 12th Street included a new roof, new bathroom, new office and a new electrical system. He stated before he could move in, he experienced flooding the first time on July 19th which

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damaged the carpet, drywall and paint. He stated he experienced flooding on two other occasions – August 19th and August 25th. Mr. Moseley stated the flooding on August 25th caused 16 inches of water to come in his building. He stated he is here tonight to make Council aware of his plight, and to ask for consideration of the problems on E. 12th Street. He asked Council to consider some of the things that the Public Works Director and City Manager will be presenting to them to help alleviate this situation. Mr. Moseley stated as it stands now, he does not feel comfortable moving into his building. He stated he currently employs 11 people that live in or around Roanoke Rapids, and he anticipates future growth so he can employ more people. Mr. Moseley stated he hopes the City can appropriate funds to make the needed repairs on E. 12th Street.

**Public Comment (Unscheduled): Ms. Joanne Lassiter**

Ms. Joanne Lassiter of 112 Mina Street, Roanoke Rapids, NC stated she has not experienced any road problems until the last time we had flooding. She stated the roads have grooves in them and pipes underneath the driveways. She stated the water came from up the hill and she had a brook in her front yard. Ms. Lassiter stated she went outside to take pictures and got soaking wet. She stated the flooding also came into the back yard and it was very deep. She stated she has talked with the City Manager and she would like for him to address the Council before she comments. Ms. Lassiter stated she is really upset because she does not like to cause unnecessary problems. She asked how long it has been since someone has done something about the driveways or opened the pipes underneath the driveways. She stated most of them are closed. She asked who is responsible for opening the ditches and keeping them open. Ms. Lassiter stated someone needs to come to her neighborhood and take a look at the situation. She stated she has pictures to give to the City Manager.

Mayor Doughtie stated we will get the City Manager and Public Works Director to evaluate this situation.

Ms. Lassiter stated the Council will see her back again if something is not done.

**Public Comment (Unscheduled): Mrs. Connie Hill**

Mrs. Connie Hill of 615 Monroe Street, Roanoke Rapids, NC read and presented a copy of the following prepared statement to the City Council:

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Mr. Mayor and Members of City Council and all City Officials:

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I am Connie Hill and live at 615 Monroe Street, one of the many residents affected by this proposed cell tower

venture. I have had some time to research, and speak with a consultant, and I feel I have a legitimate concern for the General Public Health, safety, and welfare of surrounding properties.

Our zoning ordinance regarding cell towers is antiquated and inconsistent with zoning of other communities throughout the state of N.C. as well as national standards.

Most all cities and counties in our state are requiring minimum setbacks of 110% - 150% of the total tower height to allow for a fall area protection that will not encroach or damage adjacent properties during a catastrophic event. The setbacks that have been submitted on the site plan of the proposed tower do not come anywhere near these setback standards. Many communities have adopted NIMBY standards (“not in my back yard”) and have enacted cell tower ordinances that prescribe how cell towers can be built and sited.

The proposed site will be in close proximity to a number of the town’s historical sites and notable landmarks such as the Patterson Mansion, Mayor Lloyd Center, Centennial Park, New Testament Church, and residential area of several adjacent streets. It is also located in the overlay area of the Main Street program.

N.C. Senate Bill 831 expressly affirms the right of cities and counties to enact land development ordinances to regulate the location of cell towers. Bill 831 also allows cities to evaluate the feasibility of wireless communication towers within residential, historic and scenic areas. This Bill gives the city the right to request that any proposed tower siting be reviewed by the City Planning Board to evaluate the location of the proposed communication tower and to make recommendations for the betterment of the General Public Health, safety, and welfare and to enact zoning ordinances to protect the surrounding areas.

I strongly encourage that officials present this proposed project to the Planning Board for their review and approval. During that time, the city officials can ascertain proposed tower location and designate the appropriate zoning requirements for cell tower siting.

**Public Comment (Unscheduled): Mr. Steve Hill**

Mr. Steve Hill of 615 Monroe Street, Roanoke Rapids, NC read and presented a copy of the following prepared statement to the City Council:

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Mr. Mayor and City Council:

I am Steve Hill and I live at 615 Monroe Street.

I would like to make another point.

It would be prudent for city and planning officials to have the following before proceeding any further on this project.

1. Environmental Phase I and Phase II stamped by a professional engineer stating how the soil should be remediated and/or handled during construction. We have to assume that the property having been used for industrial purposes and in particular the use of dyes and other toxic chemicals used in textile production for 75 plus years that harmful contaminants may have leaked into the soil during that time. In addition, the site is being used for a special purpose

site to stage and store waste containers thus exposing the soil and groundwater to other contaminants that could leak from or wash from the containers. I also am reminded of a train derailment in the 80’s that required the evacuation of the area’s residents. Who knows what may have been spilled during that accident.

2. Specific Design Plans stamped by a professional engineer. These plans would normally be submitted for permit

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purposes. This allows the city in its own right to insure that this is being done by code and with the proper professional approach.

3. Executed copy of the agreement between the license wireless carrier and the landowner. I would think that the city would benefit from insuring that this be handled properly to insure that the tax base can be assessed accordingly.

4. Is this really the best or only site for this communication tower? If J.P. Stevens still owned the mill would we be discussing this tonight? I don’t think so. There is also the Sprint tower less than a quarter of a mile away. How many communication towers do we need to allow in one residential district? I still feel there are other alternatives that need to be explored.

In closing, I feel that this proposed project is being presented swiftly without detail or concern for the general health, safety and welfare of the community. The City of RR is faced with an OPPORTUNITY to adjust and improve the antiquated zoning ordinances mentioned earlier and place more diligence and consideration on the project while redirecting the efforts to insure that those areas of historical and notable significance are being preserved now and for years to come.

Thank you for allowing me to voice my concerns.

**Approval of Council Minutes**

Motion was made by Mayor Pro Tem Ferebee, seconded by Councilman Bobbitt and unanimously carried to approve Council Minutes dated September 4, 2012 (Work Session) and September 11, 2012 (Regular Meeting).

**City Council Appointments: (1) Roanoke Canal Commission; (2) Senior Center Advisory Committee and (3) Recreation Advisory Committee**

Ballot votes were taken and the Clerk announced that Chris Wicker and Jim Frazier received the unanimous vote for appointment to the Roanoke Canal Commission; Sylvia Ezell received the unanimous vote for appointment to the Senior Center Advisory Committee and Edmond Dixon received the unanimous vote for appointment to the Recreation Advisory Committee.

Motion was made by Councilman Lawson, seconded by Councilwoman Cowen and unanimously carried to appoint: Chris Wicker and Jim Frazier to the Roanoke Canal Commission; Sylvia Ezell to the Senior Center Advisory Committee and Edmond Dixon to the Recreation Advisory Committee.

**Final Decision Concerning a Request from Blair Investors, LLC for a Special Use Permit to Install a Wireless Communication Tower**

Councilwoman Scarbrough asked City Attorney Chichester if the four questions under Section III could be answered with a simple yes or no.

City Attorney Chichester stated yes. He also stated that he takes responsibility for why we are here tonight. He stated following the public hearing that was closed at the August 14 meeting,

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City Council went through Sections I and II but Councilman Lawson’s motion, under Section III, did not receive a second. Mr. Chichester explained that when Council called on him, he said the motion died and the process stopped. He stated that was not really correct and apologized. He explained further that there needs to be a second to the motion so the Council can go through the entire process.

Councilwoman Scarbrough stated in the past when we have had similar requests, we have been instructed that if one of the four motions under Section III does not pass that the process was ended. She asked if that holds true for this item.

City Attorney Chichester explained that the motions do not have to pass unanimously but if any one of the four is found not to be true, the permit cannot be granted and the reason must be stated.

*The following is the staff report dated August 8, 2012 that was included with the August 14, 2012 Agenda:*

August 8, 2012

To: Mayor Doughtie & City Council Members

From: Kelly Lasky, Planning and Development Director/s/

**Reference: Special Use Permit Request for a 120-foot Wireless Communication Tower at 501 Jackson Street**

An Application for a Special Use Permit was submitted to the Planning & Development Department by Blair Investors, LLC, represented by David King, to install a 120-foot wireless communication tower and equipment shelter at 501 Jackson Street. The property located at 501 Jackson Street is located in the I-1 Industrial District. The use of the property for a wireless communication tower is a use that is permitted with the approval of a Special Use Permit.

The site for the US Cellular tower is proposed as a 100' x 100' lease area, located on the southwest side of the property. The proposed location of the tower is approximately 70 feet from the CSX Railroad easement. A 30-foot wide utility and ingress/egress easement extending approximately 315 feet from the lease area to Jackson Street will be provided. The 100' x 100' lease area will be enclosed by a 6-foot tall chain link fence.

If the wireless communication facility is developed as proposed, then US Cellular will be able to meet its increasing customer capacity needs and demands for “in-resident” coverage in Roanoke Rapids. The facility will assist in meeting the capacity needs but also improve the coverage within the surrounding downtown area and neighborhoods to the west of the proposed location.

The wireless tower is designed by a North Carolina Professional Engineer for US Cellular. The design and construction of the proposed wireless telecommunication facility will comply with all applicable structural engineering

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requirements. The facilities will be unstaffed and typically require one or two routine visits a month by a service technician.

The Council is now required to hold a public hearing followed by a final decision concerning this matter.

**The Planning and Development staff has made the following findings concerning this request:**

**1. The requested permit is within its jurisdiction according to the table of permissible uses; or**

*The requested permit is within its jurisdiction.*

**2. The application is complete; or**

*The application is complete.*

**3. If completed as proposed in the application, the development will comply with all requirements of the Land Use Ordinance; or**

*The Development will comply with all of the requirements of the Land Use Ordinance if completed as proposed in the application.*

**The following seven items were also considered when evaluating item #4 (a), (b), (c) and (d) that follows:**

1: ingress and egress to the lot and proposed structures, especially by pedestrians and automobiles, is safe and convenient in terms of access and traffic flow; and,

*This is probably true; the site has direct access to Jackson Street by a 30-foot wide access easement extending approximately 315 feet to the proposed US Cellular lease area. All ingress and egress will be required to comply with North Carolina State Building Codes. Traffic to and from the facility should not have an impact on parking and traffic as the facilities will be unstaffed and typically require one or two routine visits a month by a service technician.*

2: off-street parking and loading affects adjacent property (in terms of traffic generation, economic impact, noise, glare and odor) similar to uses permitted in that zoning district; and,

*This is probably true; currently this facility has available off-street parking and loading. The proposed use is expected to generate minimal traffic.*

3: refuse disposal affects adjacent property similar to uses permitted in that zoning district; and,

*This is probably true; the proposed use should not increase the amount of refuse disposal.*

4: utilities are available; and,

*This is probably true; all utilities are currently available for the site. The facility has no plumbing. Existing overhead utilities are to remain undisturbed.*

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5: the type, dimensions and character of screening and buffering satisfactorily screens adjacent property; and,

*This is probably true; the parcel of land is zoned I-1 and the use is allowed within the zoning district. The proposed tower lease area will be enclosed by a 6-foot tall chain link fence.*

6: signs and lighting affect adjacent property similar to uses permitted in that zoning district; and,

*This is probably true; all signage will require a sign permit. No outdoor lighting is proposed, with the exception of emergency conditions. The placement of any additional lighting will be reviewed to ensure no detrimental effect to adjoining property owners.*

7: required yards, open space and existing trees and other attractive and natural features of the land are preserved.

*This is probably true; the site is currently developed and the required setbacks will be met.*

Given the preceding, the Staff has made the following findings concerning this request:

**4: If completed as proposed, the development, more probably than not:**

(a) Will not materially endanger the public health or safety; or

*The staff has determined this is probably true; the proposed use will be located within an existing industrial facility and the structure will be engineered to meet required setbacks. The facility will be required to meet all governmental and industry safety guidelines. The applicant will comply with FCC and FAA rules concerning construction requirements, safety standards, interference protection, power and height limitations, and radio frequency standards. An assessment of the previously referenced seven items used to evaluate 4 (a), (b), (c) & (d) indicates no specific endangerment to the public health or safety that is not adequately addressed.*

(b) Will not substantially injure the value of the adjoining or abutting property; or

*The staff has determined this is probably true. The proposed use will not interfere with any household products. The applicant is licensed and regulated by the Federal Communications Commission (“FCC”), which imposes strict health, safety, and*

*interference standards. The design and construction of the proposed facility does not create any substantial adverse effects to the surrounding properties.*

(c) Will be in harmony with the area in which it is to be located; or

*The staff has determined this is probably true. Its use as proposed will be in harmony with the existing surrounding uses in the area based on the previously referenced seven items used to evaluate items 4 (a), (b), (c) & (d).*

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(d) Will be in general conformity with the Comprehensive Development Plan, Thoroughfare Plan, or other plan officially adopted by the City Council.

*The staff has determined this is probably true. The Comprehensive Development Plan states the following policies should be considered:*

**Industrial Development**

4.1 Industrial development shall be encouraged in the City and surrounding area.

4.2 The City shall encourage a customer service and regulatory environment conducive to industrial development.

4.5 Light industrial uses may be located in urbanized areas to take advantage of available services and to minimize travel distances. Careful planning and design techniques shall be used to insure compatibility with surrounding areas.

4.8 The City will use innovative land planning techniques to insure that industrial development is accommodated in the City and surrounding area and that negative impacts to surrounding non-industrial areas are minimized.

The applicant has addressed the requisite questions, which must be answered by the City Council in the application. It is your obligation to insure each has been adequately addressed after hearing all parties prior to rendering your final decision.

**Staff Recommendation:** After a complete review of the information submitted to date by the applicant, it is the Staff’s opinion that the request satisfactorily meets the requirements of Section 151 – 54 of the Land Use Ordinance.

The Council has several options regarding this Special Use Permit application: (1) approval of the request as submitted; (2) denial of the request; (3) approval of the request, subject to certain stated conditions.

If this request is denied, the petitioner may not resubmit the request for a period of one (1) year, unless he can produce significant credible new information concerning the issue, after which he may be re-heard by the Council if it deems the new information significant in nature.

Mayor Doughtie thanked City Attorney Chichester for bringing Council up to date on where we are with this request.

Motion was made by Councilwoman Scarbrough and seconded by Councilman Bobbitt that it is not true, based on the foregoing staff report dated August 8, 2012 and items 1 – 7 of Section II included in that report, that if completed as proposed, the development, more probably than not, will not materially endanger the public health or safety.

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Upon being put to a vote, Councilwoman Scarbrough, Councilwoman Cowen and Councilman Bobbitt voted in favor of the motion. Mayor Pro Tem Ferebee and Councilman Lawson voted against the motion. Mayor Doughtie declared the motion carried by a 3 to 2 vote.

Motion was made by Councilwoman Scarbrough, seconded by Councilman Bobbitt and unanimously carried that it is true, based on the foregoing staff report dated August 8, 2012 and items 1 – 7 of Section II included in that report, that if completed as proposed, the development, more probably than not, will not substantially injure the value of adjoining or abutting property.

Motion was made by Councilwoman Scarbrough, seconded by Councilman Bobbitt and unanimously carried that it is not true, based on the foregoing staff report dated August 8, 2012 and items 1 – 7 of Section II included in that report, that if completed as proposed, the development, more probably than not, will be in harmony with the area in which it is to be located.

Motion was made by Councilwoman Scarbrough, seconded by Councilman Bobbitt and unanimously carried that it is true, based on the foregoing staff report dated August 8, 2012 and items 1 – 7 of Section II included in that report, that if completed as proposed, the development, more probably than not, will be in general conformity with the Comprehensive Development Plan, Thoroughfare Plan, or other plan officially adopted by the City Council.

Motion was made by Councilwoman Scarbrough, seconded by Councilman Lawson and unanimously carried to deny the Special Use Permit to Blair Investors, LLC, located at 501 Jackson Street, to install a 120-foot wireless communication tower as described in the foregoing staff report dated August 8, 2012 based on items 4 (a) and (c) being found not to be true *(that there is a strong possibility that the tower will endanger the public health or safety, and not be in harmony with the surrounding area)*.

**Designation of Voting Delegates for the 2012 Annual League Business Meeting**

Mayor Doughtie stated each year, representatives from the City attend the Annual Conference of the North Carolina League of Municipalities. He stated this year, Mayor Pro Tem Ferebee and City Manager Scherer will be attending the conference in Charlotte from October 21 to October 23. Mayor Doughtie stated the Annual Business meeting will be held during the conference and voting delegates need to be designated by the Council.

Motion was made by Councilwoman Cowen, seconded by Councilman Bobbitt and unanimously carried to designate Mayor Pro Tem Ferebee as the City’s Voting Delegate and City Manager Scherer as the City’s Alternate Voting Delegate for the 2012 Annual League Business Meeting.

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**Contract Award for Administrative Services for Roanoke Rapids FY 2011 CDBG – Small Business and Entrepreneurial Assistance Project**

Planning & Development Director Lasky reviewed the following staff report with Council:

**MEMORANDUM**

TO: Joseph Scherer, City Manager

FROM: Kelly Lasky, Planning & Development Director/s/

DATE: September 25, 2012

**RE: Consultant Administrative Services Contract for FY 2011 CDBG-SBEA Project**

**Background**

The City of Roanoke Rapids received funding for the FY 2011 Community Development Block Grant – Small Business and Entrepreneurial Assistance project through the North Carolina Department of Commerce. During the course of the project, the City will require planning and general administration services from a private firm or non-profit agency. The City has conducted the following activities to solicit responses from planning and general administration services.

An initial request for proposals was directly mailed to nine (9) firms to provide professional services for the implementation of the project. The RFP was also advertised on August 19, 2012 in the *Roanoke Rapids Daily Herald* at a cost of $68.58. The City received one (1) response, which was from Holland Consulting Planners, Inc. (HCP), by the September 5th deadline. In accordance with the procurement policy, the City is required to receive at least two responses.

A second request for proposals was directly mailed to 19 firms to provide administrative services for the FY 2011 CDBG-SBEA project. The RFP was also advertised on September 9, 2012 in the *Raleigh News & Observer* at a cost of $328.35. Again, only one (1) response (from HCP) was received by the second deadline date of September 24, 2012.

The City of Roanoke Rapids remains to have only one (1) response to its Request for Proposals.

The City Staff reviewed the hourly rates proposed by HCP and found them competitive, and the City is well aware of HCP’s long-standing service to Roanoke Rapids including efficient management of the City’s FY 08 CDBG Community Revitalization Program and FY 10 CDBG Contingency Housing Program.

The City has advertised and re-advertised on two occasions and submitted to the State a request to proceed with a non-competitive negotiated contract award to Holland Consulting Planners, Inc. (HCP) for professional administration of the CDBG-SBEA Program.

**Staff Recommendation**

Staff recommends that the contract for planning and general administration services for the 11-C-2337 CDBG-SBEA Project be awarded to Holland Consulting Planners, Inc. (HCP) contingent upon approval by Community Investment (CI) of a non-competitive negotiation in accordance with 24CFR85.36.

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Motion was made by Councilman Bobbitt, seconded by Mayor Pro Tem Ferebee and unanimously carried to award the contract for administrative services for the RR FY 2011 CDBG-SBEA (11-C-2337) Project to Holland Consulting Planners contingent upon approval by Commerce’s Office of Community Investment of a non-competitive negotiation in accordance with 24CFR85.36.

**Consideration of Inter-Jurisdictional Agreement with the Roanoke Rapids Sanitary District**

Planning & Development Director Lasky reviewed the following staff report with Council:

**MEMORANDUM**

TO: Joseph Scherer, City Manager

FROM: Kelly Lasky, Planning & Development Director/s/

DATE: September 25, 2012

**RE: Inter-Jurisdictional Agreement between City and Roanoke Rapids Sanitary District**

On June 26, 2012, a meeting was conducted with Roanoke Rapids Sanitary District staff (Greta Glover, Justin Blackmon & Dan Brown) to discuss the City’s Business Use Permit Applications and approval procedures. During the meeting, the District staff informed the Planning & Development Department of its interest in the City’s procedures for permitting of businesses to become aware of potential industrial users of the collection system and wastewater treatment plant.

In order to improve the efficiency and overall operations, Planning staff agreed to notify the RRSD of all Business Use Permit applications, which is an existing practice between the Planning & Development Department and the RRSD. The Inter-Jurisdictional Agreement requested for approval by City Council is a formal record of the on-going relationship between the two organizations.

A copy of the Inter-Jurisdictional Agreement is attached.

**Planning & Development Staff Recommendation**

Staff requests approval of the Inter-Jurisdictional Agreement.

Planning & Development Director Lasky indicated that Ms. Glover is present to answer any questions.

Councilman Bobbitt asked City Attorney Chichester if he had a chance to review the agreement.

City Attorney Chichester stated he has reviewed the agreement. He stated the agreement is in conformity with what we have used in the past with improvements over the previous agreements.

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Motion was made by Councilman Bobbitt, seconded by Councilwoman Cowen and unanimously carried to approve the following agreement, and to authorize the Mayor and Clerk to execute same:

**INTER-JURISDICTIONAL AGREEMENT BETWEEN**

**ROANOKE RAPIDS SANITARY DISTRICT**

**and**

**CITY OF ROANOKE RAPIDS**

This agreement is entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2012, between Roanoke Rapids Sanitary District and City of Roanoke Rapids (hereinafter jointly referred to as the “Parties”).

**RECITALS**

1. Roanoke Rapids Sanitary District (District) owns, operates and maintains a wastewater treatment system.
2. City of Roanoke Rapids (City) currently utilizes this time-honored wastewater treatment system installed by the District under an agreement with the Roanoke Rapids Sanitary District dated January 10, 1933.

1. Facilities located in City of Roanoke Rapids currently contribute wastewater that includes industrial waste. The facilities are hereinafter referred to as Industrial Users.
2. Roanoke Rapids Sanitary District must implement and enforce a pretreatment program to control discharges from all Industrial Users of its wastewater treatment system pursuant to requirements set out in 40 CFR Part 403 and N.C.G.S. 143-215.3(a)(14). In this Agreement City of Roanoke Rapids agrees to adopt a sewer use ordinance that subjects the Industrial Users within its boundaries to regulation by Roanoke Rapids Sanitary District under Roanoke Rapids Sanitary District’s sewer use regulations.
3. The goal of the Roanoke Rapids Sanitary District is to operate a self-sufficient Pretreatment Program for all costs incurred implementing and enforcing the sewer use regulations. District sets rates, fees and charges for all Users that reflect a true cost of service without undue burden on the Parties.
4. Industrial User or User, as used in this agreement shall have the meaning hereinafter designated as any person, which is a source of direct discharge.

**AGREEMENT**

1.A. City grants to the District the right of enforcement of sewer use regulations against Industrial users located in the City that directly discharge to the RRSDPOTW. District may take action under District’s sewer use ordinance including enforcement of the ordinance in courts of law and as outlined in the District’s Emergency Response Plan.

B. District will perform technical and administrative duties necessary to implement its sewer use ordinance. District will: (1) update the industrial waste survey; (2) issue permits to all Industrial Users required to obtain a permit; (3) conduct inspections, sampling and analysis; (4) take all enforcement action as outlined in the District’s Enforcement Response Plan, and (5) perform technical or administrative duties deemed appropriate. In addition, District may take emergency action to stop or prevent any discharge which presents or may

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present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or biosolids contamination as related to its collection system, wastewater treatment facility, and receiving stream.

2.A. Before an Industrial User located outside the jurisdictional boundaries of City of Roanoke Rapids discharges into Roanoke Rapids Sanitary District’s sewer system, City of Roanoke Rapids and Roanoke Rapids Sanitary District will enter into a written agreement with the jurisdiction in which such Industrial User is located. Such agreement will be subsequently equivalent to this Agreement and must be entered into prior to any Discharge from such Industrial User.

1. City of Roanoke Rapids grants the right to Roanoke Rapids Sanitary District for first refusal of flow acceptance from all prospective Industrial Users that may discharge into the Roanoke Rapids Sanitary District’s sewer system. Before a prospective Industrial User (client) planning to locate inside the jurisdictional boundaries of City of Roanoke Rapids completes their site selection process, City of Roanoke Rapids shall submit or cause to be submitted an Industrial Waste Survey Short Form; executed by the User, to the Roanoke Rapids Sanitary District. The Roanoke Rapids Sanitary District will review the data provided in the waste survey form for pre-approval of the client or User a flow acceptance certification, if acceptable to the Roanoke Rapids Sanitary District, in the form of a written letter within 30 days of receipt of complete User or client industrial waste information.

1. City of Roanoke Rapids shall establish procedures for listing of new Industrial Users that are renters of single-owner multi-user developments and provide a semiannual report identifying those renters to Roanoke Rapids Sanitary District. Said report shall be submitted listing the renters or stating “No new Industrial Users”’ as applicable. The Roanoke Rapids Sanitary District shall conduct, as necessary, but at least once annually, an Industrial Waste Survey to establish production changes at existing industrial and commercial Users including single and multi-user buildings.
2. Except by resolution executed by each party, neither Roanoke Rapids Sanitary District nor City of Roanoke Rapids shall obligate or otherwise encumber the expenditure of funds that may enhance existing sewer system components utilized by Industrial Users or offer incentives in lieu of revenue to attract prospective Industrial Users.

3. City of Roanoke Rapids will ensure water consumed by Industrial Users shall be purchased exclusively through the Roanoke Rapids Sanitary District consistent with our Joint Statement of Policy on Development by setting aside Industrial User water consumption prior to distributing water purchases between local purveyors.

4.A. All Industrial Users shall be subject to the District’s Utilization Policy that provides a first-gallon, one time, capacity charge based on the average daily flow of the User and the depreciated value of the POTW. All Industrial Users shall be subject to the Roanoke Rapids Sanitary District wastewater surcharge for high strength waste containing, but not limited to, Carbonaceous Biochemical Oxygen Demand (CBOD5) and Total Suspended Solids (TSS).

B. All Industrial Users (IUs) must meet discharge limits without treatment provided by any intermediary agencies. Each IU shall be directly subject and accountable to compliance judgment by the Roanoke Rapids Sanitary District. Employees of the Industrial User shall be certified as required to operate the IU pre-treatment facilities.

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5. City of Roanoke Rapids shall fully support through the means of public education the Roanoke Rapids Sanitary District Land Application program for Class B biosolids generated by User and Industrial User waste loads.

6. The District will operate and maintain the sewage collection system and make all repairs and taps to the system in ready condition to receive City of Roanoke User discharges.

7.A. If any term of this Agreement is held to be invalid in any judicial action, the remaining terms will be unaffected.

1. The Parties will review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C.§ et seq.) and rules and regulations issued there under, as necessary, but at least once every 5 years on a date to be determined by the Parties.
2. Roanoke Rapids Sanitary District may terminate this Agreement by providing written notice to the City of Roanoke Rapids. All benefits and obligations under this agreement will cease following 270 days from receipt of such notice.

8. If the authority of Roanoke Rapids Sanitary District to act as agent for City of Roanoke Rapids under this Agreement is questioned by an Industrial user, court of law, or otherwise, City of Roanoke Rapids will take whatever action is necessary to ensure the implementation and enforcement of its sewer use ordinance on its behalf and/or amending this Agreement to clarify the Roanoke Rapids Sanitary District’s authority.

**IN WITNESS WHEREOF**, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be executed in two counterparts, each of which shall constitute an original.

Control Authority:

**ROANOKE RAPIDS SANITARY DISTRICT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Paul W. Heaton, Jr., Chairman

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

J. D. Bailey, Secretary

Contributing Jurisdiction:

**CITY OF ROANOKE RAPIDS**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emery G. Doughtie, Mayor

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lisa B. Vincent, City Clerk

**16815**

**Roanoke Rapids City Council**

**October 9, 2012**

**Consideration of Budget Transfer for Immediate Needs at Chaloner Recreation Center**

City Manager Scherer stated a budget transfer has been prepared to amend the Capital Outlay Fund in order to provide funding for immediate needs at the Chaloner Recreation Center and other parks and recreation facilities as a result of the flooding on August 25, 2012. He indicated that none of these needs are eligible for reimbursement by the State.

Motion was made by Mayor Pro Tem Ferebee, seconded by Councilwoman Scarbrough and unanimously carried to adopt the following ordinance:

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROANOKE RAPIDS:**

**SECTION 1.** The following budget transfer is made to the annual budget for the fiscal year ending June 30, 2013. To amend the Capital Outlay Fund in order to provide funding for immediate needs at the Parks & Recreation Department caused by the flooding on August 25, 2012, the appropriations are to be changed as follows:

**SCHEDULE A – CAPITAL OUTLAY FUND**

**Decrease** **Increase**

12.6200.7402 Maintenance & Repairs $80,000.00

12.3970.0100 Transfer from Roanoke Rapids Theatre $80,000.00

**SCHEDULE B – ROANOKE RAPIDS THEATRE FUND**

**Decrease** **Increase**

20.4000.0430 Operating Expenses $80,000.00

20.3970.0100 Transfer from General Fund $80,000.00

**SCHEDULE C – GENERAL FUND**

**Decrease** **Increase**

10.6999.9900 Transfer to Capital Outlay $80,000.00

10.6999.9905 Transfer to Roanoke Rapids Theatre $80,000.00

**SECTION 2.** This budget transfer shall become effective upon adoption.

**SECTION 3.** Copies of this budget transfer shall be furnished to the Budget Officer and the Finance Director.

**ADOPTED** this 9th day of October, 2012.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emery G. Doughtie, Mayor

**16816**

**Roanoke Rapids City Council**

**October 9, 2012**

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lisa B. Vincent, City Clerk

**Consideration of a Waiver of Competitive Bidding Under NCGS 143-129(g)**

City Manager Scherer stated the City has served the required public notice of its intention to waive competitive bidding and use the piggyback procedures set out in NCGS 143-129(g). He stated this is done in order to take advantage of the prices and terms set forth in a bid opened by the City of Charlotte and awarded by the Charlotte City Council on June 11, 2012 for the purchase of one Ramer Model 3500 Scow Body (Knuckleboom) from Charlotte Truck Center of Charlotte, NC.

*The following is a letter from Finance Director Hite that was included with the Council’s Agenda:*

September 23, 2012

Mayor and City Council

City of Roanoke Rapids

Post Office Box 38

Roanoke Rapids, NC 27870

**Re: Consideration of a Waiver of Competitive Bidding under NCGS 143-129(g)**

Mayor and City Council Members:

**Background:**

Included in the 2012 - 2013 Budget presentation by former Interim City Manager Ed Wyatt, he presented the need for Public Works to purchase one (1) knuckleboom, excerpt from budget message, “Due to not being able to systematically replace vehicle equipment of the Public Works Department, there is an extensive backlog of vehicles that need to be replace. Given the current limited resources, it is recommended that we purchase a knuckleboom in the amount of $125,000. The knuckleboom principally serves the current excellent refuse service of the department”. This item was included and approved by City Council in the Budget Ordinance.

**Information:**

I am requesting that Council consider waiving the competitive bidding procedures as outlined under NCGS 143-129(g) and to piggyback on the bidding results of the City of Charlotte, North Carolina for the purchase of a Ramer Model 3500 Scow Body (Knuckleboom). The bid price is $127,494.00 but four (4) of the specifications (items) will not be included in the purchase made by Public Works, therefore bringing the ***total cost to $124,844.00***.

Piggyback – a procedure of procuring goods or services by utilizing another public entity’s award of an invitation to Bid or Request for Proposal – (a savings to the City by using this method).

**In Closing:**

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**October 9, 2012**

Recommendation for a motion to waive competitive bidding under NCGS 143-129(g) in order to take advantage of the piggyback procedures for the purchase of one (1) Ramer Model 3500 Scow Body (knuckleboom) from Charlotte Truck Center of Charlotte, North Carolina.

I will be happy to answer any questions that you may have.

Respectfully submitted,

MeLinda Hite/s/

Finance Director

Mayor Doughtie stated this will save us money.

City Manager Scherer stated using this procedure will save us both time and money.

Motion was made by Councilman Bobbitt, seconded by Mayor Pro Tem Ferebee and unanimously carried to waive competitive bidding under NCGS 143-129(g) in order to take advantage of the piggyback procedures for the purchase of one (1) Ramer Model 3500 Scow Body (Knuckleboom) from Charlotte Truck Center of Charlotte, NC.

**Consideration of Amendment to Letter of Credit and Reimbursement Agreement and Waiver**

City Manager Scherer stated Council has a copy of an Amendment to the Letter of Credit and Reimbursement Agreement and Waiver between the City and Bank of America which holds the note on the Theatre. He stated this amendment is necessary in connection with the City’s lease of the Theatre to HSV Entertainment, LLC. Mr. Scherer pointed out that none of the amendments are major in scope. He stated City Attorney Chichester has reviewed the document and has advised staff to proceed with execution.

Mayor Pro Tem Ferebee asked for a summary of this document.

City Manager Scherer explained that this document allows us to have a tenant for the Theatre even though the City is the bond holder.

City Attorney Chichester stated the City has a line of credit with Bank of America because the bonds are being sold on a day to day basis. He stated when this Letter of Credit was originally issued, we did not anticipate having a lease with a third party. He stated this just brings us in line and provides for Bank of America to give us their blessing.

Councilman Bobbitt asked who would be responsible for paying the non-refundable waiver and

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amendment fee mentioned in section 6 (c).

City Attorney Chichester stated the City.

Motion was made by Councilman Bobbitt, seconded by Councilman Lawson and unanimously carried to approve the following Amendment to Letter of Credit and Reimbursement Agreement and Waiver, and to authorize the Mayor and Clerk to execute same:

**THIS AMENDMENT TO LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT AND WAIVER** (the *“Amendment”*), made as of the 7th day of August, 2012 between **CITY OF ROANOKE RAPIDS, NORTH CAROLINA,** a municipal corporation duly created and existing under the constitution and laws of the State of North Carolina (the *“Borrower”*), and **BANK OF AMERICA, N.A.,** a national banking association (the *“Bank”*);

**RECITALS**

**WHEREAS,** pursuant to the Letter of Credit and Reimbursement Agreement dated as of March 1, 2007 (as amended and restated on March 2, 2009 and as further amended, modified, supplemented or restated from time to time, the “Reimbursement Agreement”; capitalized terms not defined herein shall have the meanings ascribed to them in the Reimbursement Agreement), between the Borrower and the Bank, the Bank issued its Letter of Credit in the stated amount of $21,747,398 to provide credit and liquidity support for the City’s $21,500,000 Music and Entertainment District Special Revenue Bonds, Series 2007 (the “Bonds”);

**WHEREAS,** L&M Hospitality RR, LLC (the “Prior Operator”) failed to perform under an agreement regarding operation of the Theater Facility and as a consequence the City has terminated such agreement;

**WHEREAS,** due to the failure to perform by the Prior Operator under the above-referenced agreement, the City is in default under the Reimbursement Agreement;

**WHEREAS,** Borrower desires to lease the Theater Facility to HSV Entertainment, LLC, an Arkansas limited liability company (the “New Operator”), with an option to purchase the property for a purchase price of $7,250,000, which is less than the outstanding principal amount of the Bonds, and has requested that Bank waive certain Events of Default under the Reimbursement Agreement and approve the lease of the Theater Facility to the New Operator, and, subject to the terms and conditions hereof, Bank is willing to do so;

**NOW THEREFORE,** in consideration of the premises, the Borrower and the Bank agree as follows:

1. Definitions. Any capitalized terms used herein without definition shall have the meaning set forth in the Reimbursement Agreement.

2. Amendment of Article I of the Reimbursement Agreement. Subject to the terms and conditions set forth herein, Article I of the Reimbursement Agreement is hereby amended to restate the following definitions to read as follows:

“Lease” means the Lease, dated as of August 7, 2012 and effective as of August 15, 2012, by and between the City and the Operator, which agreement provides for the lease by the City to

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**Roanoke Rapids City Council**

**October 9, 2012**

the Operator of the Theater Facility and a two-year option for the Operator to purchase the Theater Facility.

“Tri-Party Agreement” means the Tri-Party Agreement, dated as of August 7, 2012, by and among the Bank, the City and the Operator.

3. Amendment of Reimbursement Agreement. Subject to the terms and conditions set forth herein, all references to the “Purchase Agreement” are null and void.

4. Limited Waiver. Subject to the terms and conditions set forth herein and in reliance upon the representations and warranties set forth herein, the Bank hereby waives the Default arising from the Borrower’s failure to comply with Section 5.01(e) of the Reimbursement Agreement or any other provision thereof, or of any Related Document, with respect to the enforcement of the Lease and Purchase Agreement with L&M Hospitality, LLC. The foregoing waiver is limited to the extent specifically set forth herein and no other terms, covenants or provisions of the Reimbursement Agreement are intended to be affected hereby.

5. Representations and Warranties. In order to induce the Bank to enter into this Second Amendment, the Borrower represents and warrants to the Bank that the representations made by the Borrower in Article IV of the Reimbursement Agreement are true and correct on and as of the date hereof and that there

has been no material adverse change in the conditi8on, financial or otherwise, of the Borrower since the most recent financial reports of the Borrower received by the Bank under the Reimbursement Agreement, and no event has occurred and is continuing which constitutes, and no condition exists which upon the consummation of the transaction contemplated hereby would constitute a Default or an Event of Default under the Reimbursement Agreement as amended hereby which has not been waived and consented to hereby.

6. Conditions to Effectiveness. The parties hereto agree that upon the satisfaction of each of the following conditions precedent the amendments and waivers contained herein shall be effective:

(a) receipt by the Bank of certified copies of the fully executed Lease and the Tri-Party Agreement;

(b) receipt by the Bank of this Amendment, duly executed by the Borrower;

(c) receipt by the Bank of a non-refundable waiver and amendment fee in the amount of $2,500.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

8. Entire Agreement. This Amendment sets forth the entire understanding and agreement of the parties hereto in relation to the subject matter hereof and supersedes any prior negotiations and agreements among the parties relative to such subject matter. No promise, condition, representation or warranty, express or implied, not herein set forth shall bind any party hereto, and not one of them has relied on any such promise, condition, representation or warranty. Each of the parties hereto acknowledges that, except as in this Amendment otherwise expressly stated, no representations, warranties or commitments, express or implied, have been made by any party to the other. None of the terms or conditions of this Second Amendment may be changed, modified, waived or

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**October 9, 2012**

canceled orally or otherwise, except by writing, signed by all the parties hereto, specifying such change, modification, waiver or cancellation or such terms or conditions, or of any proceeding or succeeding breach thereof.

9. Full Force and Effect of Reimbursement Agreement. Except as hereby specifically amended, modified, waived or supplemented, the Reimbursement Agreement is hereby confirmed and ratified in all respects and shall remain in full force and effect according to its terms.

**WITNESS** the following signatures, all as of the date first above written.

ATTEST: **CITY OF ROANOKE RAPIDS, NORTH CAROLNA**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(SEAL)

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BANK OF AMERICA, N.A.**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R. Brooks Scurry, III, Vice President

**Consideration of Resolution Approving Surplus Items in Accordance with NCGS 160A-270(c) – Electronic Auction**

Public Works Director Chalker stated once again we have surplus items we would like to dispose of by electronic auction. He stated a resolution has been prepared to officially declare the items identified as surplus and to authorize the sale by electronic auction. Mr. Chalker stated the last on-line auction garnered about $6,200. He stated there are some fees associated with using this method but it gives us a lot more exposure.

Mayor Pro Tem Ferebee asked Mr. Chalker if he feels we are getting a better price for our items.

Mr. Chalker stated without a doubt.

Motion was made by Councilman Lawson, seconded by Councilman Bobbitt and unanimously carried to adopt the following resolution:

**Resolution Approving Surplus Items**

**in accordance with NCGS 160A-270(c) – Electronic Auction**

**WHEREAS,** the Roanoke Rapids City Council desires to dispose of certain surplus property of the City; and

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**October 9, 2012**

**WHEREAS,** the following items have been identified as being surplus to the needs of the City:

|  |  |
| --- | --- |
| **Item** | **Serial/VIN Number** |
| 2004 Chevrolet Impala (P118) | 2G1WF55K149276014 |
| 2001 Ford Crown Victoria (P86) | 2FAFP71W81X126844 |
| 2000 Ford Crown Victoria (P117) | 2FAFP71W1YX101620 |
| 1997 Mazda Pickup (PW205) | 4F4CR12A7VTM21404 |
| Mobile Vision In-Car Video System (7) Remote Heads VHS System | N/A |
| GE Radio (12) MPA Model PAJ02 Portables/Radio Chargers MPA (18) | N/A |
| Mobile Vision Trunk Boxes Only (12) | N/A |
| GE M/N 344A4210P2 Rev A Mobile Radio (23) | N/A |
| 26 “Kite” Lights, HP Sodium HID in rectangular metal frame, 120 volt a/c | N/A |
| Various makes & models (approx. 10 units) low band 2-way mobile radios | N/A |

**WHEREAS,** the Roanoke Rapids City Council, at a Regular Meeting on December 13, 2011, adopted Resolution No. 2011.25 authorizing the use of electronic auction services to dispose of surplus property; and

**WHEREAS,** the necessary agreements with GovDeals, Inc. are in place to utilize the company’s electronic auction service to dispose of surplus items;

**NOW, THEREFORE, BE IT RESOLVED** that the Roanoke Rapids City Council hereby declares the foregoing list of property to be surplus to the needs of the City, and authorizes disposal of these items by electronic auction (specifically by website: **www.govdeals.com**) in accordance with NCGS 160A-270(c).

**ADOPTED** this 9th day of October, 2012.

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ATTEST: Emery G. Doughtie, Mayor

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Lisa B. Vincent, City Clerk

**Consideration of 2013 HCIA Legislative Goals**

Mayor Doughtie explained that the Halifax County Intergovernmental Association (HCIA) is composed of officials from all of the municipalities in Halifax County, officials from the Roanoke Rapids Sanitary District and Halifax County officials. He stated they meet every other month to discuss items of mutual interest. Mayor Doughtie stated once a year, the HCIA hosts a dinner to present the Association’s legislative goals as well as goals of the member entities to our legislative delegation. He stated we need to approve our goals to be submitted to the HCIA.

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**Roanoke Rapids City Council**

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Mayor Doughtie pointed out that we continue to try to get supplemental help to pay the debt on the Theatre, and one of our goals will be to request support for legislation for a one cent sales tax or a prepared meal tax. He stated this would generate quite a bit of revenue for us.

Councilman Bobbitt pointed out that if approved, the tax would end when the Theatre debt is paid off.

Mayor Doughtie stated that is correct. He stated this would be done through a referendum so our citizens would have a say in this. He pointed out that we get a lot of tourists off the interstate which would pay this tax. Mayor Doughtie stated since we are a Tier One County, it is difficult to increase property taxes on our residents so a sales tax or prepared meal tax is another way to bring in revenue.

Mayor Pro Tem Ferebee pointed out that another goal on the list is the I-95 Tolling Opposition.

Motion was made by Councilman Bobbitt, seconded by Mayor Pro Tem Ferebee and unanimously carried to adopt the following resolution:

**Resolution to Approve 2013 Legislative Goals**

***WHEREAS,*** each year the Halifax County Intergovernmental Association (HCIA) hosts the County’s legislative delegation to present to them the Association’s common legislative goals and individual goals of each participating member entity of the Association; and

***WHEREAS,*** the City of Roanoke Rapids will be hosting the HCIA legislative dinner on January 23, 2013;

***NOW, THEREFORE, BE IT RESOLVED*** that the City Council of the City of Roanoke Rapids hereby approves this resolution adopting the following list of legislative goals for the City:

***I-95 Tolling Opposition.*** Legislative support is necessary to ensure that due diligence is given to studying the impacts before any actions are taken, to ensure that local input is considered.

***US Highway 158 Multi-laning.*** Request to expedite the support for US Highway 158 improvements and multi-laning from I-85 through Weldon ending east of Jackson.

***Economic Development.*** Legislative support will be necessary to help secure grants and other funds necessary for incentives, infrastructure needs, etc. that are required for successful recruitment.

***Halifax-Northampton Regional Airport.*** The project cost was $14 million and opened in May 2009. The Airport needs continued legislative support to secure grants for further development.

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**Roanoke Rapids City Council**

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***I-95 Service Road/Bridge.*** Request support to expedite bridge construction and construction of the remainder of the service road located west of I-95 between US Highway 158 and US Highway 125. Legislative support is necessary to ensure NCDOT expedites the project.

***Alignment of Becker Drive and Country Club Road in Weldon.***  Support is requested for extending Becker Drive from Roanoke Rapids into Weldon and aligning with Country Club

Road at the intersection of US Highway 158.

***Annexation.*** Support legislation to prevent moratorium on the current annexation laws.

***One (1) Cent Sales Tax or Prepared Meal Tax Legislation.*** Support is requested for legislation authorizing a one (1) cent sales tax or a prepared meal tax within the city limits.

***I-95 Emergency Vehicle Crossovers.*** Request support for installing Emergency Vehicle Crossovers along I-95 at 1 mile intervals.

***Local Tax Revenue.*** Support efforts to prevent the State from reducing local revenue to balance the State budget.

***BE IT FURTHER RESOLVED*** that the Roanoke Rapids City Council supports the common legislative goals of the Halifax County Intergovernmental Association.

***ADOPTED*** this 9th day of October, 2012.

***Emery G. Doughtie, Mayor***

ATTEST:

***Lisa B. Vincent, City Clerk***

**Consideration of Budget Amendment for Infrastructure Needs**

City Manager Scherer stated the Public Works Department has identified 28 different items or locations of infrastructure needs, and the initial estimate is over $420,000. He stated before all is said and done, we expect that figure to be closer to $500,000. He stated we have received $200,000 that the State owed us for last year’s hurricane and tornado, and expect to receive an additional $35,000. Mr. Scherer stated we are requesting $300,000 to give us $535,000 to take care of these infrastructure needs. He pointed out that a vast majority of these items are eligible for reimbursement at 75%. He also pointed out that we do not anticipate spending the entire requested amount.

Mayor Pro Tem Ferebee asked Mr. Scherer if he feels good about the reimbursement.

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**Roanoke Rapids City Council**

**October 9, 2012**

City Manager Scherer stated yes. He indicated that a State representative was here last week and indicated that they are ready. He stated hopefully we will receive the reimbursement in a much timelier manner.

Motion was made by Mayor Pro Tem Ferebee, seconded by Councilman Bobbitt and unanimously carried to adopt the following ordinance:

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROANOKE RAPIDS:**

**SECTION 1.** The following additional amounts are hereby appropriated for the operation of City Government and its activities for the fiscal year beginning July 1, 2012 and ending June 30, 2013, according to the following schedule:

**SCHEDULE A – GENERAL FUND (OPERATING)**

General Government (Public Works – Infrastructure $300,000

\_\_\_\_\_\_\_\_\_

**GENERAL FUND TOTAL $300,000**

**SECTION 2.** The following additional revenues and reductions in appropriations are available for the fiscal year beginning July 1, 2012 and ending June 30, 2013, in order to meet the foregoing appropriations, according to the following schedule:

**SCHEDULE B – GENERAL FUND (OPERATING)**

State Reimbursement $300,000

\_\_\_\_\_\_\_\_\_

**GENERAL FUND TOTAL $300,000**

**SECTION 3.** This Ordinance shall become effective upon adoption.

There being no further business, motion was made by Councilwoman Scarbrough, seconded by Councilman Lawson and unanimously carried to adjourn.



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11/13/12