



AGENDA
MAYODAN TOWN COUNCIL
July 13, 2026
6:00 p.m.
James A. Collins Municipal Building

CALL TO ORDER

PRAYER:

Given by Pastor Alexis Coleman of United Methodist Church

PLEDGE OF ALLEGIANCE:

Pledge of Allegiance led by Mayor Lake and Councilmembers

PUBLIC COMMENTS

RECOGNITION:

- A. Public Works employee Adam Tilley has successfully earned his Cross-Connection Control Certification.
- B. Introduction of New Employee – Camerson Smith, Public Works Technician I
- C. Introduction of New Employee – Colby Hollis, Wastewater Treatment Plant Apprentice
- D. Introduction of New Employee- Brandi Shelton, Billing Clerk/PW Admin.
- E. Introduction of New Employee- Verlyria Ellington, Billing Clerk

CONSENT AGENDA:

- A. Approval of Minutes
 - a. Regular Meeting Minutes of June 4, 2026
 - b. Regular Meeting Minutes of June 8, 2026
- B. Code Enforcement Officer ILA
- C. Multi-use Path US 220 Business Agreement 2026
- D. WWTP Maintenance Contract with Eden

OLD BUSINESS:

- A. Speed Limit Ordinance

NEW BUSINESS:

- A. Annexation Initiation – 270 Dan Valley Road

CLOSED SESSION:

MANAGER COMMENTS/ANNOUNCEMENTS

DEPARTMENT HEAD COMMENTS/ANNOUNCEMENTS

COUNCIL COMMENTS/ANNOUNCEMENTS

ADJOURN



AGENDA *MINUTES*
MAYODAN TOWN COUNCIL
June 4, 2026
6:00 p.m.
James A. Collins Municipal Building

MAYOR AND COUNCIL PRESENT:

Mayor Dwight Lake
Melanie Barnes
Doug Cardwell
Letitia Goard
John Miller
Buck Shelton

STAFF PRESENT:

Town Attorney Eugene Russell
Town Manager Melody Shuler
Town Clerk Sarah Hopper

The Mayodan Town Council met at 6:00 p.m. on Thursday, June 4, 2026, in the Council Chambers of the James A. Collins Municipal Building, and with a quorum present, Mayor Lake called the meeting to order. Mayor Lake went over the agenda items for the regular meeting scheduled for Monday, June 8, 2026.

Town Manager Melody Shuler introduced the Town's new Wastewater ORC, Joel Freeman, to the Council.

Mr. Freeman addressed the Council regarding the current condition of the Wastewater Treatment Plant. He explained that the plant does not have a SCADA (Supervisory Control and Data Acquisition) system, which limits the ability to remotely monitor and control plant operations. During his first day on the job, he identified numerous operational and maintenance issues, noting that the facility is showing its age and is in need of significant improvements.

Mr. Freeman informed the Council that several upgrades are already planned, with completion anticipated by the end of 2026 or early 2027. He reported that new pumps are expected to arrive during the first week of August and that work is planned on the aeration basins, including the removal of trees and vegetation that have impacted the area.

Mr. Freeman also reported that the influent pump station experienced a failure. To address the issue, he secured a crane, and the Town's Public Works Department assisted Wastewater staff in completing the necessary repairs and restoring operations.

Councilmember Cardwell asked to have the junk removal from the consent agenda.

Councilmember Doug Cardwell thanked Town Manager Melody Shuler for the outstanding job she did in preparing the Fiscal Year 2026–2027 budget.

Parks Superintendent Cesar Chavez clarified a statement he made during the April 23, 2026, Council meeting. He informed the Council that he had misspoken and clarified that the Farris Memorial Park miniature golf course (putt-putt) has been closed and locked since March 2026.

Motion by Councilmember Goard, seconded by Councilmember Shelton, to enter into closed session pursuant to N.C.G.S. 143-318.11(a)(3) Consult with Attorney.

Ayes: Councilmembers Barnes, Cardwell, Goard, Miller, and Shelton.

Nays: None.

Motion carried unanimously.
Entered into closed session at 7:10 p.m.

Motion by Councilmember Barnes, seconded by Councilmember Cardwell, to return to open session.
Ayes: Councilmembers Barnes, Cardwell, Goard, Miller, and Shelton.
Nays: None.
Motion carried unanimously.
Returned to open session at 7:48 p.m.

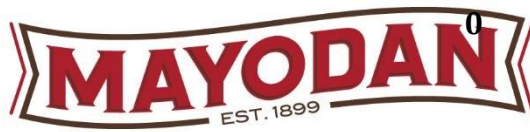
Motion by Councilmember Barnes, seconded by Councilmember Miller, to adjourn meeting.
Ayes: Councilmembers Barnes, Cardwell, Goard, Miller, and Shelton
Nays: None.
Motion: carried unanimously

Meeting adjourned at 7:49 p.m.

ATTEST:

Sarah Hopper, Town Clerk

Dwight Lake, Mayor



REGULAR
MEETING *MINUTES*
MAYODAN TOWN COUNCIL
June 8, 2026
6:00 p.m.
James A. Collins Municipal Building

MAYOR AND COUNCIL PRESENT:

Mayor Dwight Lake
Mayor Pro Tem John Miller
Melanie Barnes
Doug Cardwell
Letitia Goard
Buck Shelton

STAFF PRESENT:

Town Attorney Eugene Russell
Town Manager Melody Shuler
Town Clerk Sarah Hopper

The Mayodan Town Council met at 6:00 pm on June 8, 2026, in the Council room of the James A. Collins Municipal Building, and with a quorum present, Mayor Lake called the meeting to order.

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENTS:

No one wished to speak.

RECOGNITION:

A. Black Mountain Software Training Completion

The presentation highlighted the Town of Mayodan's successful participation in the **North Carolina League of Municipalities (NCLM) Municipal Accounting Services (MAS) Program**, an initiative designed to strengthen municipal financial management through modern accounting software, technical assistance, and the implementation of best financial practices. The Town was recognized for its successful conversion to the new financial management system and the improvements made to its financial operations.

During the presentation, appreciation was expressed to the **North Carolina State Legislature** for funding the MAS Program, the **Town of Mayodan Board** for its support throughout the conversion process, and the **Local Government Commission (LGC)** for partnering with the Town and NCLM to enhance financial accountability and reliability.

Special recognition was also given to **Brianna Cardwell, Finance Officer, and Sarah Hopper, Town Clerk**, for their hard work, dedication, and commitment in helping make the Town of Mayodan a successful, thriving, and well-managed community.

B. New Police Officer Michael Michaux

Police Chief Tim Knight introduced the Town's newest Police Officer, Michael Michaux, to the Council. Chief Knight shared that Officer Michaux joins the Mayodan Police Department after previously serving with the Rockingham County Sheriff's Office. He expressed his enthusiasm for having Officer Michaux join the department and welcomed him to the Town of Mayodan.

C. New Wastewater Treatment Plant ORC Joel Freeman

Town Manager Melody Shuler introduced Joel Freeman to the Town Council as the Town's newly hired Operator in Responsible Charge (ORC) for the Wastewater Treatment Plant. Mr. Freeman joins the Town of Mayodan from the City of Winston-Salem. Council welcomed Mr. Freeman to the Town of Mayodan.

D. Recognition of Lucy Lewis for Service Through the Lead for North Carolina Program

Mayor Dwight Lake recognized Lucy Lewis for her dedicated service and leadership through the Lead for North Carolina program. He thanked Ms. Lewis for her hard work, professionalism, and the meaningful contributions she made during her time with the Town of Mayodan. Mayor Lake read a Certificate of Appreciation recognizing her commitment and lasting impact on the community and presented the certificate to Ms. Lewis. Council joined Mayor Lake in expressing their appreciation and wishing her continued success in her future endeavors.

CONSENT AGENDA :

A. Approval of Minutes

- a. Regular Meeting Minutes of May 11, 2026**
- b. Budget Workshop Minutes of May 18, 2026**

B. Budget Amendments

C. AFG Grant Resolution

D. SAFER Grant Resolution 2026

Motion by Councilmember Miller, seconded by Councilmember Barnes, to approve the consent agenda as presented.

Ayes: Councilmembers Barnes, Cardwell, Goard, Miller, and Shelton

Nays: None.

Motion carried unanimously

PUBLIC HEARING:

A. Public Hearing & Decision - Proposed Budget FY26-27

FY 2026–2027 Annual Budget Adoption

Town Manager Shuler presented the proposed Fiscal Year 2026–2027 Annual Budget to the Town Council in accordance with the North Carolina Local Government Budget and Fiscal Control Act. She explained that the budget reflects the priorities established during the annual budget process and is balanced in all funds. The proposed budget continues the Town's commitment to providing quality public services, maintaining infrastructure, and investing in capital improvements while preserving the Town's strong financial position. She also noted that the proposed property tax rate will remain unchanged at **\$0.665 per \$100 of assessed valuation**.

Town Manager Shuler recommended adoption of the following budget ordinances:

- **FY 2026–2027 Operating Budgets**
 - General Fund: **\$5,306,000**
 - Water & Sewer Fund: **\$4,407,000**
- **FY 2026–2027 Capital Improvement Program (CIP) Budgets**
 - General Fund: **\$5,566,000**
 - Water & Sewer Fund: **\$1,945,200**

Town Manager Shuler also presented ordinance amendments for the following multi-year project funds:

- Washington Mills Park Fund: **\$2,439,220**
- Town Hall & Police Department Conversions Fund: **\$595,000**
- Multi-Use Path US 220 Business Fund: **\$2,160,000**

In addition, Council was asked to establish the following new project ordinances:

- Farris Memorial Park Trail Expansion: **\$251,200**
- 2nd Avenue Water Main Replacement: **\$1,300,000**

Following discussion, Council adopted the FY 2026–2027 Operating Budget Ordinances, Capital Improvement Program Budget Ordinances, the project ordinance amendments, and the new project ordinances as presented.

Mayor Lake opened the public hearing at 6:18 pm

No questions or comments from the public.

Mayor Lake closed the public hearing at 6:30 pm

Motion by Councilmember Cardwell, seconded by Councilmember Shelton, to approve 2026-2027 FY Budget as presented, with no change in tax rate of \$0.665 per \$100 of valuation.

Ayes: Councilmembers Barnes, Cardwell, Goard, Miller, and Shelton

Nays: None

Motion carried unanimously

*****A copy of the Budget Ordinance 2026-2027 FY is hereby referred to as a part of these minutes, and a copy is on file in the Town Clerk's office for public viewing. *****

Motion by Councilmember Goard, seconded by Councilmember Cardwell, to approve 2026-2027 FY approved the following Capital Improvement Fund Ordinances and amendments as presented: Capital Improvement Fund Ordinance for the Library Conversion and Police Department Expansion Project; the amended Capital Improvement Fund Ordinance for the US 220 Business Multi-Use Path Project; the amended Capital Improvement Fund Ordinance for the Washington Mills Park Project; Capital Improvement Fund Ordinance for the 2nd Avenue Water Main Replacement Project; and Capital Improvement Fund Ordinance for the Farris Memorial Park Trail Expansion Project.

Ayes: Councilmembers Barnes, Cardwell, Goard, Miller, and Shelton.

Nays: None.

Motion carried unanimously.

*****A copy of the 2026-2027 FY Operating Budget Ordinance, Water and Sewer Budget Ordinance, Capital Improvement Fund Ordinances and amendments Project is hereby referred to as a part of these minutes, and a copy is on file in the Town Clerk's office for public viewing. *****

B. Public Hearing & Decision - Flood Damage Prevention Ordinance

Town Manager Melody Shuler presented the proposed Flood Damage Prevention Ordinance to the Town Council. She explained that FEMA has issued updated Flood Insurance Rate Maps (FIRMs) and a Flood Insurance Study (FIS) for Rockingham County, effective June 10, 2026. To maintain the Town's eligibility in the National Flood Insurance Program (NFIP), the Town is required to adopt updated floodplain management regulations that comply with state and federal requirements before the effective date. Failure to adopt the ordinance could result in suspension from the NFIP and the loss of access to federally backed flood insurance for property owners.

Following the required public hearing and receipt of public comment, Council adopted the Flood Damage Prevention Ordinance on second reading as presented. Staff will submit the adopted ordinance and supporting documentation to the North Carolina Division of Emergency Management and FEMA prior to the June 10, 2026 effective date.

Mayor Lake opened the public hearing at 6:37 pm

No questions or comments from the public.

Mayor Lake opened the public hearing at 6:40 pm

Motion by Councilmember Barnes, seconded by Councilmember Miller, to adopt the Flood Damage Prevention Ordinance and Second Reading as presented.

Ayes: Councilmembers Barnes, Cardwell, Goard, Miller, and Shelton

Nays: None

Motion carried unanimously

C. Public Hearing & Decision - Text Amendments for Data Processing and Solar Energy Facilities

Lucy Lewis presented the proposed Text Amendment TA-002-2026 (Data Processing Facilities) and Text Amendment TA-003-2026 (Solar Energy Facilities). She explained that the Town's current Zoning Ordinance does not contain specific regulations for data processing facilities, including data centers, artificial intelligence processing facilities, and cryptocurrency mining operations, nor does it include comprehensive standards for medium-scale and utility-scale solar energy facilities.

Ms. Lewis explained that the proposed text amendments establish definitions and development standards related to location, buffering, infrastructure capacity, environmental impacts, compatibility with surrounding land uses, and long-term site management. The amendments would require these uses to be reviewed through the Special Use Permit process, providing a framework for evaluating future proposals while protecting public infrastructure, community character, and adjacent properties.

Ms. Lewis stated that the Planning Board reviewed the proposed amendments and unanimously recommended approval. Following the public hearing and receipt of public comments, Council approved Text Amendment TA-002-2026 (Data Processing Facilities) and Text Amendment TA-003-2026 (Solar Energy Facilities), including the associated Reasonableness and Consistency Statements, as

Mayor Lake opened the public hearing at 6:47 pm

Lucy Lewis presented the proposed text amendments and, as part of her presentation, shared an email submitted by John Rhodes. At Mr. Rhodes' request, Ms. Lewis read the email into the record for Council's consideration during the public hearing.

Cindi Johnson thanked and appreciated the steps Council had taken.

John Rhodes emailed: Members of the Mayodan Town Council and Town Manager, My name is John Rhodes, and I am the owner of a 60-acre parcel located on top of Mayodan Mountain. As a property owner directly impacted by this zoning amendment, I respectfully request that this correspondence be read aloud into the official record during the public hearing portion of the June 8 meeting, or at minimum, that its core tenets be summarized for the public record.

I am writing to formally submit my public comments regarding Text Amendment #TA-002-2026, which establishes zoning and development standards for data centers. I strongly support the Council's use of its statutory authority under North Carolina General Statutes Chapter 160D to enact a temporary moratorium and draft these regulations. As the massive 1-million-square-foot facility under construction

just across the town line in Madison demonstrates, our rural communities, mountain topography, and natural resources face unprecedented risks. To ensure Mayodan's ordinance is legally ironclad and fully protective of its citizens, I ask that the council strengthen the current text in three critical areas before adoption:

1. Topographical Noise Mitigation (N.C. Constitution, Article I, Section 19) Under the North Carolina Constitution, citizens have a fundamental right to the protection of their property values and the peaceful enjoyment of their land. Low-frequency industrial noise from data center cooling infrastructure travels upward, transforming mountain ridges into acoustic amphitheaters. The draft ordinance must move beyond vague mitigation language and mandate a strict, measurable 45-decibel ambient noise cap at the property line of any residential zone, requiring fully enclosed sound-attenuation structures.

2. Watershed and Ground Water Protections (N.C. Groundwater Reasonable Use Doctrine) My property features a large natural creek, and like many rural landowners on the mountain, I rely entirely on shared underground aquifers for well water. High-intensity data centers consume millions of gallons of water daily. Under North Carolina common law, the Reasonable Use Doctrine protects landowners from groundwater depletion that impairs adjacent properties. The ordinance should require mandatory, independent Hydrogeologic Impact Studies before any special-use permit is granted to guarantee local wells and mountain streams are not drained or degraded.

3. Public Utility and Grid Protections (Federal Power Act / Consumer Protection) The Federal Power Act protects consumers from unjust and unreasonable utility rates. Massive tech infrastructure frequently triggers localized grid upgrades and substations, the costs of which are often passed down to residential taxpayers. The council should amend the text to require developers to submit legally binding utility agreements proving they are funding 100% of grid infrastructure upgrades, ensuring Mayodan families do not subsidize corporate utility bills through rate hikes.

By codifying these specific, measurable standards into Text Amendment #TA-002-2026, Mayodan will establish a legally enforceable framework that protects taxpayers and rural property owners alike. I request that this letter be distributed to all council members and entered into the official public record for the June 8, 2026, hearing.

Thank you for your leadership and your dedication to protecting Mayodan Mountain.

Cindy Johnson expressed her appreciation to the Town and staff for their work in developing the proposed ordinance amendments. She asked that any future proposal for a solar energy facility or data processing facility continue to require a public hearing before receiving approval. Staff confirmed that both uses would be subject to the Special Use Permit process, which includes review by the Planning Board, a public hearing, and final approval by the Town Council. Ms. Johnson also encouraged the Town to carefully consider the potential impacts of future data processing facilities on the Town's wastewater system, referencing concerns associated with a similar facility in Madison.

Keith Martin asked whether the proposed solar energy regulations would address an existing solar installation on Ayersville Road, noting that it did not appear to fit within the definitions presented in the proposed ordinance. He also inquired whether the Town had resolved previous concerns regarding that facility, specifically referencing an alleged setback issue in which the installation was reportedly not located the required 50 feet from the property line. He asked for clarification on how the proposed regulations would apply to similar situations in the future. Mr. Martin concluded by stating that he hoped the Town could reach a reasonable compromise in addressing these matters.

Town Manager Shuler responded that the existing solar installation is currently in violation because the property owner did not obtain the required zoning permit. She stated that the Town is taking appropriate enforcement action to address the violation. Town Manager Shuler further explained that the proposed text amendment would not apply to that particular installation because it qualifies under existing renewable energy laws and, therefore, is not subject to the provisions of the proposed ordinance. She

added that, because the installation was constructed without the required zoning permit, the property owner will be required to remove it to achieve compliance with the Town's zoning regulations.

Joni Carter asked whether the email would be incorporated into the proposed ordinance. Staff responded that the information contained in the email could be considered during the review process and that the email could also be included as an attachment to the ordinance or the meeting record, if appropriate.

Town Manager Shuler clarified that the email submitted would not result in changes to the proposed text amendment at this time. She explained that the ordinance language as presented would remain unchanged. However, staff would review the information provided to determine whether additional action is warranted and whether a future text amendment should be considered.

Mayor Lake closed the public hearing at 6:51 pm

Motion by Councilmember Barnes, seconded by Councilmember Goard, to approve approval of Text Amendment TA-002-2026 (Data Processing Facilities) and Text Amendment TA-003-2026 (Solar Energy Facilities), including the associated Reasonableness and Consistency Statements as presented.

Ayes: Councilmembers Barnes, Cardwell, Goard, Miller and Shelton

Nays:

Motion carried unanimously

E. Congratulating the Dalton McMichael High School Phoenix Softball Coaches and Team on Their 2026 NCHSAA 3A State Championship Runner-Up Finish

Mayor Dwight Lake welcomed the Dalton McMichael High School Phoenix Softball coaches and team to the meeting and congratulated them on their outstanding 2026 NCHSAA 3A State Championship Runner-Up finish. Mayor Lake read the Town's resolution recognizing the team's accomplishments and then presented the resolution to the coaches and team. Council expressed its appreciation for the dedication, hard work, and success of the players and coaching staff and congratulated them on an exceptional season.

D. Public Hearing & Decision – Special Use Application for Curb, Gutter, and Sidewalk Alternatives for N 7th Avenue ~ CONTINUED

Town Manager Shuler explained that this agenda item was a continuation of the discussion from the previous Council meeting. At that meeting, Council requested that the Technical Review Committee (TRC) evaluate the proposed development, identify the anticipated cost of widening North Seventh Avenue from Jackson Street to the end of the road, and review the potential stormwater impacts associated with the project.

Town Manager Shuler reported that the TRC, consisting of the Rockingham County Fire Marshal, the Mayodan Fire Chief, the Public Works Director, and the Rockingham County Senior Planner, had completed its review and recommended several revised conditions. These conditions superseded those previously recommended by the Planning Board and included:

- A final roadway design providing a minimum 20-foot-wide access for emergency vehicles in compliance with applicable fire codes.
- A drainage plan prepared by a licensed engineer demonstrating no adverse stormwater impacts, subject to TRC approval.

- A 30-foot undisturbed stream buffer along the unnamed tributary to the Mayo River.
- A recorded 40-foot by 80-foot cemetery easement around the identified headstones, including a 10-foot access easement.
- Review and approval of all utility infrastructure and connections by the Town prior to final plat approval.
- Approval of all required erosion and sedimentation control permits before land-disturbing activities begin.

Town Manager Shuler stated that the applicant had agreed in writing to these conditions. She also noted that the drainage plan remains outstanding and would be reviewed by the TRC once submitted.

She explained that staff had obtained an estimate for widening North Seventh Avenue; however, the project would involve additional costs related to right-of-way acquisition, utility relocation, and engineering. Staff recommended having the Town's engineer prepare a comprehensive cost estimate, which could take approximately 30 days.

Town Manager Shuler further reported that the applicant did not agree to proposed conditions requiring an emergency and construction access to Utility Street or a financial contribution toward widening North Seventh Avenue, citing excessive costs and environmental impacts. She noted that any roadway improvements and stormwater requirements would ultimately be subject to review and approval by the North Carolina Department of Transportation (NCDOT). She also advised that the Fire Marshal had recommended widening the proposed roadway to 22–24 feet to better accommodate emergency vehicles; however, the applicant's plan continued to propose a 20-foot-wide roadway.

Town Manager Shuler concluded by presenting staff's recommendation, incorporating the revised TRC conditions, and invited questions from the Council before proceeding with further discussion.

Councilmember Shelton asked that photographs he had previously provided be displayed for the Council as part of the discussion. Using the photographs, he explained that they illustrated examples of ribbon roads discussed at earlier meetings, particularly roads with paved surfaces but open drainage ditches. He stated that his primary concern was stormwater drainage and shared photographs of drainage conditions along several ribbon roads throughout Town. Councilmember Shelton noted that many of the drainage improvements appeared to have been installed after development occurred, with homeowners and, in some instances, the Town attempting to address drainage issues over time. He emphasized that his goal was to avoid creating similar problems with future developments by ensuring that drainage is properly planned and designed from the outset, rather than relying on piecemeal improvements after construction.

Mayor Dwight Lake announced that the public hearing was a quasi-judicial hearing and explained that anyone wishing to provide testimony would need to be sworn in before speaking. He invited all individuals who intended to speak during the public hearing to come forward to be administered the oath by Town Clerk Sarah Hopper prior to the hearing proceeding.

Mayor Lake opened the public hearing at 7:07 p.m.

Town Clerk Sarah Hopper swore in the individuals who requested to provide testimony during the quasi-judicial public hearing. Those sworn in were Connie Fox, Vickie Shelton, Bryant Garner, Mike Simpson, Robert Peterson, Town Manager Melody Shuler, and Ken Mackovic, Jr.

Connie Fox stated that she had shared her concerns during the previous public hearing And hoped the Council understood the issues she had raised. She noted that she had previously offered to walk Council members through the drainage concerns on her property but was unsure whether anyone had visited the site since the last meeting. Ms. Fox asked whether there was a timeline or a plan in place to address the drainage issues associated with the proposed development. She stated that, based on the discussion, she assumed a plan would be developed but wanted clarification. Ms. Fox also reiterated her concerns regarding the proposed entrance and exit, particularly emergency access. She asked whether, if the development were approved, those concerns had been resolved or if they would continue to be addressed as part of the project.

Councilmember Doug Cardwell noted that no other development had been required to provide more than one entrance or exit and expressed his opinion that this development should be evaluated under the same standards.

Councilmember Shelton **stated** that River's Edge has two entrances.

Ms. Fox stated that her primary problem was the location of the proposed roadway. While she understood the discussion regarding widening North Seventh Avenue, she Believed the circumstances differed from other developments, such as River's Edge, because that area has more open space. She expressed concern that the proposed development site presents unique challenges due to its location and reiterated her concerns regarding the roadway layout, access, and the potential impact on the surrounding area.

Town Manager Melody Shuler clarified that the proposed emergency access and construction entrance are not included in the current proposal.

Ms. Fox stated that she wanted to clarify that the proposed emergency access was no longer included in the project. She then asked how the drainage issues would be addressed if the development were approved. Ms. Fox explained that she had not fully described all of the drainage problems affecting her property during the previous public hearing and noted that some of those issues stemmed from improvements made to Wilkins Street. She acknowledged that the roadway widening alone would not resolve her concerns and asked what plans were in place to address existing and future drainage impacts associated with the proposed development.

Town Manager Melody Shuler acknowledged that the Town recognizes there are existing issues with the width of North Seventh Avenue. She stated that staff had begun preliminary work over the past month to evaluate what would be required to widen the roadway and address the associated drainage concerns. Ms. Shuler explained that the next step would be to involve the Town's engineer to develop recommendations and cost estimates. She informed Council that she and Public Works Director Joey Hudy were scheduled to meet with the Town's engineer the following day to review the roadway and drainage issues. Ms. Shuler also noted that she and Mayor Dwight Lake had visited Ms. Fox's property to better assess the existing drainage concerns firsthand.

Ms. Fox expressed her appreciation for them coming. She stated that she understood not all of her existing drainage issues would be resolved through the proposed development, noting that some of the problems resulted from previous work completed on Wilkins

Street. She explained that the project was never fully completed after the contractor left, and the drainage issues have worsened over time. Ms. Fox stated that this is why she is raising her concerns early in the process. She expressed her hope that the Town would address the drainage issues associated with North Seventh Avenue before development occurs to help prevent similar issues in the future.

Vickie Shelton I just have a couple of comments. First of all, I think last meeting it seemed like that everybody was gung ho, we've got to do this, we need to do this, and now we have to take a step back, and we're not going to do these things that some people felt like, you know, they were heard, and it was going to happen if we don't open up another access. It's not just the problem of, I guess, getting in and out, or more traffic on seven, you're going to have. Emergency vehicles, someone's going to get stuck up there. We get stuck up there now already. Also, it's 35 miles per hour up there, or in the town of Manhattan, which is, if you've got children, that's too fast in the town. The town limits should be 20, it's 20 on Main Street, I believe, and it's 35 on the side streets. That's crazy. But anyway, that would help, or a speed bump, but the longer, not the short, would help as well. But they need access, and the drainage Bucks around town all the time; he sees it, he's had to do his own, so we do need to be a little more proactive, and not just we want the revenue, we want the people to come in, but in turn we have to step up to the plate and make it right up front.

Bryant Garner stated that, in the future, the Town should consider holding a public hearing before deciding to approve a large residential development on a small road that is not designed to handle significant traffic. He noted that traffic on North Seventh Avenue already increases whenever the pool opens up, and it really gets heavy during those periods. He expressed concern that adding approximately 23 to 24 new homes would significantly increase traffic and change a lot of things in that area. He suggested that the Town consider sharing in the cost of providing an additional access from Utility Street rather than requiring the developer to bear the entire expense, noting that the development would generate additional tax revenue for the Town of \$92 million in tax revenue.

Mr. Garner stated you know, house is going to be about \$400,000 space, which is a lot more expensive than most of the houses we have in town, but it's something we really need to look at. I wish y'all would look at it now, or not putting an emergency entrance and exit in there, putting an entrance and exit in with whatever curbs, and you know, not curb, but speed bumps to slow everybody down, so they're not using it for entrance and exits coming in town and leaving town, but that's basically it for me. Anything y'all can do, you much appreciate it, because we got a lot of houses on Seventh Avenue that are next to the road, and if you go in and widen it, you're going to be up against the houses.

Mike Simpson, I am deeply concerned about the traffic; it's going to be on Seventh Avenue. Yeah, it would be nice to. I love to see the sleeve widened a couple anyway. That needs to be done anyway, because it's really too narrow already for the amount of traffic we have there, but I've I looked, I walked that property a couple of weeks ago. I walked the whole perimeter, and I'm very much aware that as you get close to Utility Street, there's a significant drop off there, and yeah, it wouldn't be a piece of cake to go in there and put another entrance, if right away is a problem. The town owns all the land where the concerns with right-away exist, so why is that a problem? If there's a problem, because the water coming into the treatment plant comes under that, I mean, it comes under 220, so what's the difference of having another road there for it to come over to of? That's to me, that is, that's an issue that could be dealt with, and that could be resolved. It won't be inexpensive, but if you can't do it, then I don't think you need to

allow this to happen. You owe it. The people who live on Seventh to treat us better than that when there is a solution to the problem.

Robert Peterson, So first question is, how many houses exactly for different numbers? 2424 My assumption is from listening to you is the applicant has not wanted to work with the town at all, as far as anything, right? They are not willing to.

Town Manager Shuler stated they have agreed to 6 out of 11 conditions,

Mr. Peterson stated that, but no money, so far.

Town Manager Shuler stated yes, that is correct.

Mr. Peterson stated, really, I really think that he is going to make enough money up out Of it and everything else that he should work with the town as far as that goes, because you're going to have to do something with seven, and that's going to cost a lot of money and a lot of hassle because you're going to have to buy a lot of land from different people and everything else; it's not just widened into the road, and I really think that he should have to fork over some money if he wants to work. He wants to be here. He should work with the town. Thank you.

Ken Mackovic, Jr. stated that he represented the company that submitted the application requesting the waiver. He began by stating that he felt the applicant had been very cooperative and open throughout the process, noting that they had exchanged emails with Town Manager Melody Shuler, attended meetings, and agreed to several requested conditions. However, he explained that there are certain requests that become cost-prohibitive and, in his opinion, should not be the sole responsibility of a private developer when the project would also provide a benefit to the community.

Mr. Mackovic stated that the proposed development would create an estimated **\$10** million addition to the Town's tax base, which he believes would continue to grow over time. He acknowledged the concerns expressed regarding North Seventh Avenue but stated that, in his opinion, those issues are existing Town issues that should have been addressed regardless of this development. He further stated that the property owner's desire to sell the property for residential development should not be hindered by conditions unrelated to the development itself.

Mr. Mackovic explained that his engineer reviewed the request for a secondary access to Utility Street and identified several concerns. He stated that the available road frontage on Utility Street is insufficient, additional property acquisition would likely be required, and construction of a roadway would impact the stream along the southwest property line. He noted that crossing the stream would likely require piping the stream and obtaining permits from the U.S. Army Corps of Engineers, a process that could take four to six months. He added that there is no guarantee the Corps would determine that such impacts are warranted.

Mr. Mackovic further stated that, based on his engineer's experience, many municipalities do not require a secondary access until subdivisions exceed 50 to 100 lots, while some require it for developments exceeding 30 lots. He noted that this proposed subdivision contains fewer than 30 lots and referenced several larger subdivisions he has worked on that were served by only one entrance and exit.

He also pointed out that one of the proposed Technical Review Committee conditions required preservation of the stream buffer, while another recommendation suggested creating an access across the stream. In his opinion, those recommendations conflicted with one another.

Regarding drainage, Mr. Mackovic stated that the proposed roadway width of 20 feet is the standard residential street width. He explained that all drainage and stormwater management plans must be reviewed and approved by the North Carolina Department of Environmental Quality (DEQ), noting that the agency has stringent requirements. He stated that detailed engineering plans addressing stormwater runoff, erosion control, drainage, and environmental impacts must be completed before any land-disturbing activity can begin.

Mr. Mackovic stated that the property currently has erosion issues resulting from previous logging activities and that those conditions exist prior to the proposed development. He explained that he had met with Mrs. Cook regarding concerns about her driveway and observed that existing runoff is occurring because there is currently no erosion control in place on the property. He emphasized that the development would be required to comply with all applicable Town and State regulations before construction could begin.

He stated that the applicant has agreed to the proposed stream buffer, cemetery easement, utility infrastructure review, and erosion and sedimentation control requirements. He also expressed support for reducing the speed limit within the Town's residential core to **25 miles per hour**, stating that he believes it would improve safety.

Regarding participation in roadway improvement costs, Mr. Mackovic stated that the developer is already making a substantial investment by installing water and sewer infrastructure throughout the subdivision and constructing roads that meet North Carolina Department of Transportation standards. He expressed his opinion that improvements to existing Town-maintained roads should not become the developer's financial responsibility and questioned how a shared-cost arrangement could fairly be determined.

In closing, Mr. Mackovic stated that the applicant is simply trying to complete a quality residential development while complying with all applicable Town and State requirements. He acknowledged the concerns regarding North Seventh Avenue but reiterated his belief that those roadway issues are pre-existing conditions that should be addressed regardless of whether the proposed subdivision is approved. He also stated that, based on his engineer's review, a secondary emergency access may not be warranted and that pursuing such an access could require significant additional time and expense. Mr. Mackovic concluded by stating that he would be happy to answer any questions from the Council.

Councilmember Cardwell asked if the electrical and cable, all infrastructure going to be on the ground?

Mr. Mackovic stated it would.

Mr. Mackovic stated he wanted to mention one other thing. There were some pictures shown. I'm not sure where they originated, you know, some of that. I don't know if those were in public rights-of-way or just private sideline ditches that people have done work to, so I don't think that those are fair depictions of where this goes with no curb and gutter or using open ditch lines.

Councilmember Shelton stated those were pictures from properties that started off with ditches that didn't work for the homeowners that had to pipe the ditch in to feel like they were controlling the water

better than the ditch did. They're on every ribbon road that we have in town, dead in roads, they're on connecting roads, they're on Road Street, they're on Virginia Street, they're on Madison Street, and it's been a problem with the homeowner fighting the town on who controls that water and who is responsible for the water flow, when the town says that it's the property owner and the property owner says that it's the town, and it's a hindsight thought when nobody was considering judging on the front end, they were just worried about the tax revenue, the tax base that they were adding to, and then they had to go back and fix it.

Mr. Mackovic asked how old those houses were that he was referring to.

Councilmember Shelton stated some of them are less than five years old, some of them are probably 100 years.

Mr. Mackovic stated I've never seen them that shallow he stated that's less than five years old. Usually, DOT does a pretty good job of making sure that those ditch lines, you know, are good and flowing.

Councilmember Shelton stated, we discussed that the DOT really doesn't show up and maintain these; that's the problem.

Vickie Shelton stated that this was everyone's concern. She commented that although NCDOT and DEQ have responsibilities for roadway and drainage issues, residents do not always see those issues addressed. She noted that the Town-maintained side streets are generally well maintained, while Main Street, which is maintained by NCDOT, does not receive the same level of maintenance.

Mr. Mackovic stated a 50-foot right of way may have 20 feet of pavement, but it extends another 15 feet off each side of that pavement, which includes the back slope of that ditch, so it is a DOT matter.

Town Attorney Eugene Russell clarified that the North Carolina Department of Transportation (NCDOT) is responsible for maintaining only certain streets within the Town, primarily the main roads. He explained that the Town is responsible for maintaining all other Town streets and may use Powell Bill funds for those improvements. He noted that roads maintained by the Town are not the responsibility of NCDOT.

Councilmember Shelton stated that his concern was that when one property owner addresses a drainage issue, it can sometimes shift or worsen the problem for an adjacent property owner. He emphasized the importance of having a comprehensive drainage plan in place before development occurs, rather than relying on individual property owners to resolve issues after the fact. He asked whether modifications to private property, such as drainage improvements or retaining structures, require Town permits. Councilmember Shelton noted that, in some cases, the Town has assisted with drainage improvements, while in others residents have spent tens of thousands of dollars on ditching because the Town did not address the drainage issues and there was no forethought given to curbing and guttering when the areas were originally developed. He reiterated that his goal is for future developments to include proper planning for drainage from the outset to avoid similar problems in the future.

Councilmember Shelton asked how many linear feet of curbing would be in the development and the cost that would be associated with the development?

Mr. Mackovic stated no, he would need to look at it.

Councilmember Goard asked about the proposed drainage plan and the requirement that it be prepared by a licensed engineer demonstrating that the proposed open-ditch system is adequate to manage stormwater runoff. She questioned what would happen if the engineer determined that the proposed open-ditch system was not adequate and instead recommended the installation of a culvert system or curb and gutter. Councilmember Goard asked how those recommendations would be addressed if they differed from the proposed plan.

Mr. Mackovic said that it is prepared by them, but then it's approved by DEQ, that's North Carolina Department of Environmental Quality.

Councilmember Goard asked if it has been approved. What happens if it comes back and says that that isn't adequate?

Mr. Mackovic stated that it hadn't been approved; he stated that it would have to be changed.

Councilmember Goard asked whether the project would need to be redesigned if the licensed engineer determined that the proposed open-ditch drainage system was inadequate and instead recommended installing culverts or curb and gutter. She questioned whether that would cause a backout of the project?

Mr. Mackovic stated absolutely.

Town Clerk Sarah Hopper swore in the individuals who requested to provide testimony during the quasi-judicial public hearing. Those sworn in were Jerri Atkins and Ann Garner.

Jerry Atkins lives at 701 Roach, it's the corner of Seven Roach Street. There are some issues going on that would bring concern to me, not just the traffic. I don't mind traffic, I live on the corner of two busy streets, so I'm used to seeing, especially in the summer, you know, with the kids and the golf carts and the bikes and everything going up and down the roads. What concerns me most, honestly, is the drainage issue. I already have quite the issues in my yard. My back's up against, I guess, it's a creek. Creek or stream, not sure what it's called. Part of that yard has already fallen into the creek several times. When the water comes up, it does come up in the yard; that culvert, or whatever that part is that runs under the road at the end of the hill, past the flashing light part of it, the walls have caved in. They're lying in the creek, so if they expand that, it concerns me already. We have an issue. There are drains in my yard that were placed in there years ago, and it's more like grates, and they're terra cotta piping; that's how old it is. We have drains on both sides of the yard; the ones in the front really kind of don't even exist. The neighbors across the street have filled their drain ditches in, and that's become a problem, because now all the water from their yard across the street is going into my yard, into the front of my house, going down the sides; erosion is a complete chaos. So I'm thinking, you know, if we.. my concern is that if we continue to expand the yard, you know, this road into my yard. I also have my turn-off valve from my water supply to the house that is actually like probably less than three feet from the road. That's another concern that bothers me. I just don't know. I guess what I'm trying to find out is where are we going with the drain issues that we already have? If we're widening the road, we're just going to be creating more issues. I need some kind of answers, or I feel like, and not that I'm demanding anything, but I would like to have answers. What is the proposition for as far as getting the water where it needs to go? Are we building a new culvert? Are we expanding it? I mean, the neighbor right behind me, going up the hill, he's actually poured concrete on part of his property just to try and keep the erosion; part of his yard is hollowed in, as well as not, so I'm thinking, you know, it's, it's going to be quite the task to widen that road. Other people have already said, you know, the neighbor across from me, I mean, if they go six foot, it's going to be less than a foot from their house, and that's, and I know it may seem like we're

stepping over the line, but when it comes to your property, you would do the same, and I would expect no less, but my great concern really is not all of the traffic, I think an easy solution would be open in Utility Street. I don't know the ins and outs. I'm gonna be honest with you, I really don't. I know there's a lot involved. This gentleman already told us there's a creek. I don't know all the ins and outs of piping that creek, you know, protection of the water supply. I'm sure all that plays into whatever goes into this new development. I'm not against new developments. I think that if we stay inside of a box, that's where we're going to stay. We need to think outside the box and grow and have a vision, and I think you people have that. I think you have a vision for this community and a heart for it, but there needs to be some guidelines in place to protect those who have been here most of their lives. I have not been here all my life, but I've been here over 25 years, and this is my home. I love it. I love these people. I love this community. I choose to live here.

I commute to Greensboro every day. Because I love Mayodan but I also want to feel like that I'm not being taken advantage of because a new community is coming in, I want everything to be done properly, and I want the rights of those people who are homeowners in this community, their thoughts, their yards, their feelings, their money that they've invested their hard working lives into to be taken seriously, especially with the erosion and the streets, and you know it may not affect me as much, because I have a corner lot and I have some, some, a little bit of play, but the people across the street from me, that road is going to be right up against their house that bothers me a great deal. There is an elderly couple that may not have the opportunity to move again, but I just hope y'all are taking it seriously. Mayodan is special because of the smallness and the community people who care about each other, and I feel like we don't let the growth of the community block out what's really important, and that's people. I'm hoping that everybody's listening, and if we don't take care of the erosion problem, the houses that exist now are not going to be here much longer. I've had to place a lot of money in pipes, and all kinds of things to divert the water off of my property, and I'm just concerned again that this is just going to be another thing that I have to deal with, as far as when they widen the road, is it going to increase more water coming down my road into my yard.

Ann Garner stated I'm going to be the odd man out, because I do agree that this development has got more attention than the people that live in this town. If these roads have been in such disrepair for all the years that you guys have lived here, and I know you're just on the board for so many years, but all the people prior to you, why has nobody addressed our streets, the ribbon roads? Okay, people are doing their own drainage. Why? Because nobody complained. I mean, you know, I think some of that money needs to go into this town instead of trying to bring people in here that, who knows, in 510, years, that's gonna be a problem too. But I think you got to take care of the people that have lived here their whole life, and I live on the street, and it's 17 feet wide in front of my house, so obviously if there's some kind of ordinance that says my street needs to be 22, why is that not already been addressed? You've got to watch this big company come in to bring a housing development to issue to address any of it, and so you know, my question is, what about the people that have been here the whole time, the ribbon roads that are in such terrible.. is it because the state pays for the main roads and we're responsible for the rest? If you put guttering in that housing development, do we have to pay for that when he comes down Seventh Avenue in front of our house, because it's my understanding when you put gutter in front of houses, the citizens have to pay, and we didn't agree to that, you know. So I'm just saying, I think y'all need to take a step back and look at the people that live here, maybe address fixing the roads they live on and the drainage they need fixed, instead of putting so much emphasis on this, and I agree with this gentleman, it's not his fault that that street is like it is, it's this town's fault, and it should have already been fixed. A lot of the streets should have, because you know, it's a golf cart community; you ride around, you hit a hole, and you've out blocked the government. I'm just saying that's all.

Mayor Lake closed the public hearing at 7:50 pm

Councilmember Miller stated, just as a point of emphasis, I know a lot of y'all touched on infrastructure, so this council may. Last fall we came up to this strategic priorities. It was on the budget slides. Infrastructure is one of our top priorities, and it will take time, and I do agree that we need to address our current issues and not allow any compounding of those issues. So, with infrastructure, I do want to make the note that infrastructure is a top priority of this council. I do agree with a lot of your sentiment on the water runoff issues that we currently have, and regardless of how this vote goes, infrastructure will be a top priority after this, and I'm sure seventh will be a point of emphasis to look at.

Councilmember Cardwell stated that everyone wants to see infrastructure improvements, but few want to see property taxes increase. He commented that funding infrastructure improvements generally comes either through new development that expands the tax base or through increased tax revenues. He noted that the Town has limited financial funds. He went on to say anytime we get a federal grant, it's for a specific thing. If we get a grant, it's for a specific part, we can't just take a grant spent for whatever we want to, and we're trying to every melody spends 50% of her time trying to chase federal grants, state grants, county grants, any free money, she's done a wonderful job of that, but there's just not so much out there available, and when it is available, like I said, it's for a specific thing, like sidewalks or water line repair, or ADA accessible ramps, so that's not, not, not to be a short answer, but that's the way it goes. Councilmember Cardwell stated that, during his lifetime, streets in Mayodan that were improved with curb and gutter were funded through a partnership between the Town and the affected property owners. He explained that the process required a petition signed by at least 51% of the property owners, after which the cost of the improvements was shared equally between the property owners and the Town. Councilmember Cardwell noted that the Town's streets were not originally constructed with curb and gutter by either the Town or the State but were added later through this cooperative improvement process.

Councilmember Miller stated that he appreciated the applicant's interest in investing in the Town of Mayodan and welcomed the proposed development. However, he expressed concern that the applicant entered into a contract to purchase the property knowing the Town's existing ordinances and was now requesting that the Town reduce its development standards. He stated that, in his opinion, developers should understand and comply with the Town's ordinances before purchasing property rather than asking the Town to modify its standards afterward. Councilmember Miller further noted that the Council must base its decision on the required findings of fact and the evidence presented during the quasi-judicial hearing.

Councilmember Miller stated that, at the previous meeting, Council approved a text amendment allowing alternatives to traditional curb and gutter, provided those alternatives are determined to be "just as good or better." He stated that he was not yet convinced that a grass-lined open-ditch system would provide the same level of stormwater management as curb and gutter. He noted that many of the Town's older ribbon roads, while not originally constructed with curb and gutter, have since required some type of guttering or drainage improvements, whether completed by the Town or by individual property owners.

Councilmember Miller stated that he was open to considering alternatives to curb and gutter but wanted to ensure that any approved design would adequately manage stormwater and avoid creating future drainage problems for residents along North Seventh Avenue. He also clarified that the proposed residential development is permitted by right under the property's current zoning. He explained that the Town cannot prohibit the development itself or require a secondary access to Utility Street, but because the applicant is requesting relief from the curb-and-gutter standards, the Council has the authority to consider and act on that specific request.

Councilmember Shelton stated that staff had previously obtained an estimate for installing curb and gutter along North Seventh Avenue from Jackson Street to the end of the road, approximately 3,600 linear feet, at an estimated cost of \$150,000. Based on that estimate, he calculated that installing curb and gutter within the proposed development would cost approximately \$120,000. He commented that, in his opinion, the additional cost per home would be relatively small and would provide permanent curb and gutter infrastructure rather than requiring future drainage improvements after development. Councilmember Shelton also asked about the capacity of the Town's existing water and sewer system, questioning whether continued residential growth would require additional infrastructure improvements in the future.

Councilmember Goard asked whether the Town planned to address improvements to North Seventh Avenue regardless of the proposed development. Town Manager Shuler responded that the roadway improvements would be addressed and that the remaining infrastructure needs would continue to be evaluated and prioritized through the Town's Capital Improvement Program (CIP). Councilmember Goard stated that, with that understanding, she was in favor of the proposal.

Motion by Councilmember Cardwell, seconded by Councilmember Barnes, to approve Motion to approve Special Use Permit SUP-002-2026 with the recommended conditions, based on an affirmative determination of the required findings of fact.

Ayes: Councilmembers Barnes, Cardwell, and Goard

Nays: Councilmembers Miller and Shelton

Motion carried 3-2

Councilmember Miller asked whether the Town could explore options for helping fund a secondary entrance from Utility Street. He noted that the Town owns the right-of-way in that area and suggested evaluating whether it could be expanded to accommodate an additional access. Councilmember Miller requested that staff work with the developer to prepare a cost analysis identifying what it would cost the Town to construct the necessary infrastructure, rather than requiring the developer to bear the full expense. He further asked that the option of modifying the development plan to include a secondary means of access be explored. Councilmember Miller asked the applicant, Ken Mackovic, Jr., whether the development team would be willing to consider modifying the subdivision plan to include a secondary access from Utility Street if the Town explored funding the necessary infrastructure improvements. He clarified that he was not asking the developer to pay for the additional access but was asking whether the developer would be open to altering the plans should the Town determine that the project was feasible. Councilmember Miller stated that he would like the Town to explore the option and evaluate its potential cost before making any future decisions.

Ken Mackovic, Jr. responded, "Absolutely."

Mayor Lake thanked Mr. Mackovic, the citizens who attended, and everyone who participated in the public hearing. He stated that the Council had taken the matter very seriously and had carefully considered all of the comments and concerns presented. Mayor Lake noted that the discussion identified issues the Town would continue to address in the coming months and years and expressed his appreciation to everyone for their patience and participation.

NEW BUSINESS:

A. Rockingham County Comprehensive Transportation Plan

Emily Stupka of the North Carolina Department of Transportation (NCDOT) introduced the members of the project team present for the meeting. She introduced Toya Smith, Division 7 Corridor Development Engineer; Devin Jones, who assisted with development of the Comprehensive Transportation Plan; Amy

Bailey, Project Manager and Manager of the Western Piedmont Planning Group for NCDOT; and Dawn Bailier, Coordinator for the Piedmont Triad Rural Planning Organization (PTRPO).

Ms. Stupka explained that the purpose of the presentation was to provide an overview of the Rockingham County Comprehensive Transportation Plan. She stated that the presentation would include an explanation of the Comprehensive Transportation Plan process, the project's timeline, transportation recommendations specific to the Town of Mayodan, and a request for Council to consider adopting the plan. She then turned the presentation over to Devin Jones to begin the overview.

Following the presentation and discussion, Council approved the Resolution Adopting the Rockingham County Comprehensive Transportation Plan for the Town of Mayodan, supporting its submission to the North Carolina Department of Transportation for final adoption.

Motion by Councilmember Miller, seconded by Councilmember Shelton, to approve the Resolution Adopting the Rockingham County Comprehensive Transportation Plan for the Town of Mayodan, supporting its submission to the North Carolina Department of Transportation for final adoption.

Ayes: Councilmembers Barnes, Cardwell, Goard, Miller, and Shelton

Nays: None

Motion carried unanimously

Discussion of Traffic Safety Measures on North Seventh Avenue

Following the discussion of the North Seventh Avenue development, Mayor Lake noted that, although the matter was not listed on the agenda, he believed it was appropriate to address traffic safety concerns in the area. He stated that with the community pool open and increased seasonal traffic expected, additional traffic control measures should be considered immediately. Mayor Lake recommended installing a three-way stop at the intersection of North Seventh Avenue and Wilkins Street, and four-way stop signs at the intersections of North Seventh Avenue and Roach **Street**, Jackson Street and 10th Avenue, and Virginia and 11th Avenue. He stated that these improvements would help slow traffic in the area and asked the Council to consider moving forward with the installation, noting that stop signs would be a relatively inexpensive traffic safety improvement.

Motion by Councilmember Shelton, seconded by Councilmember Miller, approved N 7th/Wilkins, 3-way stop, Roach/N 7th Ave 4-way stop, Virginia/N 11th Ave 4-way stop sign, Jackson/N 10th Ave 4-way stop sign.

Ayes: Councilmembers Barnes, Cardwell, Goard, Miller, and Shelton

Nays: None

Motion carried unanimously

Staff was directed to coordinate the installation of the appropriate signage and any required notifications.

Motion by Councilmember Miller, seconded by Councilmember Shelton, approved reducing the speed limit to 25 miles per hour on all Town-maintained roads from 1st Avenue through 13th Avenue.

Ayes: Councilmembers Barnes, Cardwell, Goard, Miller, and Shelton

Nays: None

Motion carried unanimously

Council directed Town Manager Shuler and Public Works Director Joey Hudy to research bolt-down speed bumps, obtain a cost estimate for installing one speed bump, and evaluate additional locations and associated costs for future installations.

Mayor Lake asked Town Manager Melody Shuler to discuss Connie Fox's drainage concerns with the Town's engineer, Bill Lester, during their upcoming meeting. He stated that Ms. Fox's property appears to have significant drainage issues and expressed concern that her situation has not been adequately addressed. Mayor Lake noted that, unlike other nearby areas where drainage improvements have been made, water at Ms. Fox's property does not properly drain to the street. He asked the engineer to determine whether there are improvements that could be made to alleviate the drainage problems before the North Seventh Avenue widening project is undertaken, recognizing that the roadway improvements may still be some time away.

Mayor Lake asked Public Works Director Joey Hudy to inspect the Town-maintained culverts in the area, noting that at least one appeared to be obstructed with debris. He requested that Public Works evaluate the culverts and clean them as needed to improve drainage and help alleviate existing stormwater issues.

Motion by Councilmember Shelton, seconded by Councilmember Cardwell, to adjourn meeting.

Ayes: Councilmembers Barnes, Cardwell, Goard, Miller, and Shelton

Nays: None

Motion carried unanimously

Meeting adjourned at 8:40 p.m.

ATTEST:

Sarah Hopper, Town Clerk

E. Dwight Lake, Mayor

AGENDA ITEM COVER

Item for Agenda:	Interlocal Agreement Between the Town of Mayodan and the Town of Stoneville for Shared Code Enforcement Services
Placement on Agenda:	Consent Agenda
Presenter:	Melody Shuler, Town Manager
Description of Agenda Item or Other Pertinent Information for Council:	Background During the FY2026-27 budget process, the Town of Mayodan and the Town of Stoneville agreed to establish a shared, full-time Code Enforcement Officer to improve consistency and efficiency in code enforcement across both jurisdictions. Following adoption of the FY2026-27 budget, staff began advertising the position, with a goal of having someone on board in July. The attached Interlocal Agreement, authorized under NCGS § 160A-461, formalizes the arrangement. Mayodan will serve as the employing municipality, with costs split 65.6% Mayodan / 34.4% Stoneville (estimated first-year cost of \$74,550). The Officer's time will initially be allocated three days per week in Mayodan and two days per week in Stoneville. The Agreement runs through June 30, 2027, and may be terminated by either party with 90 days' written notice. Requested Action Council is requested to approve the Interlocal Agreement for Shared Code Enforcement Services with the Town of Stoneville and authorize the Town Manager to execute the Agreement on behalf of the Town.



*Town of Mayodan, 210 W. Main Street, Mayodan, NC. 27027. (336)427.0241. www.townofmayodan.com
James A. Collins Municipal Building*

**INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF MAYODAN AND THE TOWN OF STONEVILLE
FOR SHARED CODE ENFORCEMENT SERVICES**

This Interlocal Agreement is entered into this ____ day of _____, 2026, by and between the Town of Mayodan, North Carolina, and the Town of Stoneville, North Carolina collectively referred to as the “Parties.”

WHEREAS North Carolina General Statute §160A-461 authorizes units of local government to enter into interlocal agreements for the joint exercise of governmental functions; and

WHEREAS both municipalities recognize the importance of maintaining community standards through effective and consistent code enforcement services; and

WHEREAS the Parties desire to establish a cooperative partnership to share the services of a full-time Code Enforcement Officer to improve responsiveness, consistency, and efficiency in enforcement activities; and

WHEREAS, the Town of Mayodan has agreed to serve as the employing municipality and administer payroll, benefits, onboarding, and related administrative responsibilities associated with the position.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

SECTION 1. PURPOSE

The purpose of this Agreement is to establish a cooperative arrangement between the Town of Mayodan and the Town of Stoneville for the shared employment and utilization of a full-time Code Enforcement Officer to serve both municipalities.

SECTION 2. SERVICES PROVIDED

The shared Code Enforcement Officer shall provide enforcement and administrative services related to municipal code violations within both jurisdictions, including but not limited to:

- High grass and weeds
- Junk and debris
- Abandoned vehicles
- Minimum housing violations
- General nuisance enforcement
- Property maintenance enforcement

Additional responsibilities shall include:

- Maintaining a shared tracking system of cases and statuses
- Providing regular updates to both the Manager/Administrator of each Town
- Scheduling coordination meetings with each municipality
- Verifying property ownership for enforcement actions
- Coordinating enforcement procedures consistently between both towns

SECTION 3. EMPLOYMENT & ADMINISTRATION

The Town of Mayodan shall serve as the employment municipality and shall be responsible for:

- Hiring and supervision of the employee
- Payroll administration
- Employee benefits administration
- Human resources and onboarding functions
- Provision of equipment and software necessary for operations

The Code Enforcement Officer shall always remain an employee of the Town of Mayodan.

SECTION 4. COST SHARING

FY 2026-2027 COST ALLOCATION

The Parties agree to allocate costs proportionally based on estimated population figures as follows:

- Town of Mayodan: 65.6%
- Town of Stoneville: 34.4%

The estimated first-year total cost for the shared position, including one-time startup expenses, is \$74,550.

The anticipated first-year contributions shall be:

- Mayodan Contribution: \$48,905
- Stoneville Contribution: \$25,645

One-time startup costs include approximately \$1,400 for IT equipment and setup expenses.

FUTURE YEAR COSTS

The estimated ongoing annual cost beginning in FY 2027-2028 is projected at approximately \$73,150, subject to annual budget adoption and operational adjustments.

Projected ongoing annual contributions are estimated as follows:

- Mayodan Contribution: \$47,986
- Stoneville Contribution: \$25,164

The Parties agree to review the cost-sharing structure annually and may adjust allocations based on workload, case volume, or mutual agreement.

SECTION 5. PAYMENT TERMS

Stoneville shall remit payment to the Town of Mayodan at the beginning of each quarter for its portion of the shared code enforcement costs.

SECTION 6. TIME ALLOCATION

The initial time allocation for the Code Enforcement Officer shall be approximately:

- Mayodan: Three (3) days per week
- Stoneville: Two (2) days per week

The Parties acknowledge that actual scheduling may vary based on workload demands, emergencies, enforcement priorities, and operational needs.

SECTION 7. ADDITIONAL EXPENSES

Stoneville shall remain separately responsible for costs associated with enforcement activities occurring within its jurisdiction, including but not limited to:

- Legal advertisements

- Postage and mailing expenses
- Cleanup and abatement costs
- Towing expenses
- Demolition costs
- Court-related expenses

SECTION 8. TERM OF AGREEMENT

This Agreement shall become effective upon execution by both Parties and shall remain in effect until June 30, 2027, unless terminated earlier in accordance with this Agreement. The Agreement may be renewed annually upon mutual written consent of both Parties.

SECTION 9. TERMINATION

Either Party may terminate this Agreement with ninety (90) days written notice to the other Party. In the event of termination, both Parties shall remain responsible for any outstanding financial obligations incurred prior to the termination date.

SECTION 10. LIABILITY

Each Party shall be responsible for its own acts and omissions and those of its officers, employees, and agents. Nothing contained herein shall be construed as a waiver of governmental immunity under North Carolina law.

SECTION 11. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding the shared Code Enforcement Officer program and supersedes any prior verbal or written agreements related thereto.

SECTION 12. AUTHORIZATION

This Agreement has been duly authorized by the governing boards of both municipalities.

TOWN OF MAYODAN

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____

TOWN OF STONEVILLE

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____

AGENDA ITEM COVER

Item for Agenda:	Agreement with NCDOT for the US 220 Business Multi-Use Path Project (TIP # EB-5891)
Placement on Agenda:	Consent Agenda
Presenter:	Melody Shuler, Town Manager
Description of Agenda Item or Other Pertinent Information for Council:	Background The Town has received a Locally Administered Project agreement from the North Carolina Department of Transportation (NCDOT) for design and construction of a multi-use path along US 220 Business, extending from Madison Street in downtown Mayodan to the entrance of Mayo River State Park (TIP # EB-5891). Under this Agreement, NCDOT will administer federal funding on the Town's behalf, up to a maximum award of \$8,603,000, with the Town serving as the Municipality responsible for administering the following phases of the Project, including design, environmental documentation, right-of-way acquisition, utility relocation, and contract administration. NCDOT will construct the Project once all required phases are completed and approved. Reimbursement is provided at an 80% federal share, with the Town's required local match satisfied through previously awarded toll credits. The Town's required match of \$156,000 has already been appropriated across FY2024-25 and FY2026-27, and all funds necessary to proceed are in place. As the Agreement places primary responsibility and liability for the Project on the Town, staff will ensure that the Town's on-call engineering firm is engaged and prepared to support the Project, that appropriate insurance coverage is in place, and that a full-time Town employee is designated as the Person in Responsible Charge as required under the Agreement. Following execution of the Agreement, the Town will advertise for engineering services to support delivery of the Project and assist with meeting the Agreement's requirements. Requested Action Council is requested to approve the Locally Administered Project Agreement with NCDOT for the US 220 Business Multi-Use Path Project (TIP # EB-5891) and authorize the Town Manager to execute the Agreement on behalf of the Town.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

ROCKINGHAM COUNTY

DATE: 6/4/2026

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: EB-5891

AND

WBS Elements: PE 47287.1.1

ROW 47287.2.1

UTIL 47287.2.2

TOWN OF MAYODAN

CON 47287.3.1

OTHER FUNDING:

FEDERAL-AID NUMBER:

ALN #: 20.287

Total Funds [NCDOT Participation] \$8,603,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Mayodan, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for design and construction of multi-use path along US 220 Business, hereinafter referred to as the Project, in Rockingham County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$8,603,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved State Transportation Improvement Program (STIP) for the Project; and,

WHEREAS, the Municipality has applied for and has been awarded toll credits to use towards the non-federal match for the additional costs of the Project; and

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

WHEREAS, a separate agreement will be developed for the construction phase of the Project;

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of design and construction of a multi-use path along US 220 Business from Madison Street in downtown Mayodan to the entrance of Mayo River State Park.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

as further set forth in this Agreement.

3. FUNDING

TOTAL AVAILABLE FUNDING

The Department and the Municipality have re-evaluated total estimated project costs and the Department has provided a Cost Verification Memo (CVM) dated 4/27/2025, which is the basis for the Total Available Funding for the Project. If costs exceed the Total Available Funding, the Department and the Municipality will confer to determine the eligibility of additional costs and to identify funding for those costs. The Department will provide a new CVM and the Department and Municipality shall enter into a Supplemental Agreement.

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is Transportation Alternatives Program (TAP). The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A

modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

TOLL CREDITS AS NON-FEDERAL MATCH

The Department has also programmed toll credits for the non-federal match for the increased cost of the Project. The toll credits will allow the Department to reimburse 100% of costs incurred by the Municipality beyond the initial funding award.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse 80% of eligible expenses incurred by the Municipality up to a maximum amount of Six Hundred Twenty-Five Thousand Six Hundred Dollars (\$625,600) and thereafter, will reimburse 100% of costs, as detailed below.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate	TOTAL FUNDING
Trans. Alternatives Prog (TAP)	\$625,600	80%	\$156,400 (LOCAL)	20%	\$782,000
TAP + TOLL CREDITS	\$6,382,400	80%	\$1,595,600 (TOLL CREDIT)	20%	\$7,978,000
Subtotal	\$7,008,000	80%	\$1,752,000	20%	
Total Available Funding			\$8,760,000		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside, but is not limited to, ten percent (10%) of the total available funding, or \$876,000, to use towards the costs related to review and oversight of this Project. These costs may include but are not limited to: review and approval of plans, environmental documents, contract proposals, and engineering estimates; performance of any phase of work, for example, contract administration or construction engineering and inspection; oversight of any phases; or any other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the total available funding.

4. PERIOD OF PERFORMANCE

MILESTONE DATES AND REVISIONS

The Municipality is responsible for regularly updating project milestones throughout the life of the project. If project milestones are near (or have passed without completion) and have not been updated to a realistic schedule by the Municipality, the Department reserves the right to revise the milestones accordingly. Revisions by the Department could lead to milestones being pushed into another fiscal year resulting in a change to the STIP. The Department is not responsible for project delays caused by these milestone revisions.

SCHEDULE

The Department and the Municipality agree to the following milestone dates for Project delivery:

- | | | |
|-----------------------------------|------------|--------------|
| • START OF ROW ACQUISTION | 03/30/2030 | ROW FFY 2030 |
| • LET DATE (date of opening bids) | 10/02/2031 | CON FFY 2032 |

EXTENDING COMPLETION DATE

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department may allow up to three additional months for submission of final reimbursement package by the Municipality, without entering into a supplemental agreement. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate

any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64.31; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legisregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at <https://www.ncleg.gov/Laws/GeneralStatutes> and obtaining those permits required

thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections

133-5 through 133-18, Relocation Assistance, incorporated by reference at <https://www.ncleg.gov/Laws/GeneralStatutes> ; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules

and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.

15. CONSTRUCTION

The Department shall construct the Project in accordance with the plans and specifications for the Project. The Department shall administer the construction contract for said Project. All work shall be done in accordance with Departmental standards, specifications, policies, and procedures.

16. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the design and construction of the multi-use path. or as required by an executed encroachment agreement.

17. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement to the Municipality for this Project shall include:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway

Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$8,603,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the total available funding..

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

18. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

19. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality will indemnify and hold harmless the FHWA (if applicable), the Department and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the Department, its respective officers, directors, principals, employees, agents, successors, and assigns.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

COUNTERPARTS AND ELECTRONIC SIGNATURES

- This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the Parties. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where

required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

- The Parties hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the Party so signing as a paper copy bearing such Party's handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the Parties consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The Parties also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The Parties acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

20. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(DOCUSIGN ONLY)

TOWN OF MAYODAN

Authorized Signer: _____

Print Name: Melody Shuler _____

Title: Town Manager _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____ Finance Signer: _____

Remittance Address: _____ Print Name: _____

_____ Title: _____

_____ Date Signed: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(INK SIGNATURES)

TOWN OF MAYODAN

Attest:

Authorized Signer: _____

By: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____

Finance Signer: _____

Remittance Address:

Print Name: _____

Title: _____

Date Signed: _____

(DOCUSIGN)

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

AGENDA ITEM COVER

Item for Agenda:	Interlocal Agreement with the City of Eden for Emergency Wastewater Maintenance Services
Placement on Agenda:	Consent Agenda
Presenter:	Melody Shuler, Town Manager
Description of Agenda Item or Other Pertinent Information for Council:	Background The Town of Mayodan operates its wastewater treatment plant (WWTP) at 293 Cardwell Road in accordance with its North Carolina NPDES permit. Following the Town's exit from its contract with Veolia, the Town hired a full-time Operator in Responsible Charge (ORC) to run the plant. A second WWTP position has been posted since May 1st to help build out the Town's in-house operations staff. While the Town transitions to fully staffing the plant, staff identified the need for a formal backup arrangement for emergency maintenance support to ensure continued NPDES compliance in the event the Town's own staff cannot address an issue. Staff have negotiated an Interlocal Contract Agreement with the City of Eden, which operates its own wastewater treatment plant and maintains full-time staff trained to NPDES standards. The Agreement, authorized pursuant to N.C. Gen. Stat. §§ 160A-Article 20 and 160A-461, is limited to emergency maintenance assistance. The City of Eden acts as an independent contractor responding to discrete maintenance requests on an as-available basis. Key terms of the Agreement include: • Scope: The City of Eden will furnish labor, materials, transportation, tools, equipment, and supervision necessary to perform requested emergency maintenance work. • Availability: Assistance is provided only when, in the City's judgment, its own staffing and operational needs allow; City of Eden's own scheduling and repairs take priority, and the City bears no liability for requests it is unable to fulfill. • Compensation: The Town will pay the City based on established personnel, vehicle, mileage, and material rates, plus a 25% administrative fee, invoiced within 30 days of completed work. • Insurance and Indemnification: City personnel performing work under the Agreement remain covered by the City of Eden's Workers' Compensation coverage, and the Town agrees to indemnify and hold the City harmless from claims arising out of services performed on the Town's behalf. • Duration and Termination: The Agreement remains in effect until either party provides 30 days' written notice of termination or the parties mutually agree to end it.

	Staff note that this Agreement provides emergency maintenance support. The City of Eden's obligation to respond is expressly conditioned on its own staffing and operational availability. Requested Action Council is requested to approve the Interlocal Contract Agreement with the City of Eden for Emergency Wastewater Maintenance Services and authorize the Town Manager to execute the Agreement on behalf of the Town.
--	--

INTERLOCAL CONTRACT AGREEMENT FOR WASTEWATER MAINTENANCE SERVICES

This Contract Agreement (the "Agreement") is made and effective this June 16, 2026:

BETWEEN: **The Town of Mayodan**, (the "Town"), a municipality with offices located at:

 210 W Main St
 Mayodan, NC 27027

AND: **The City of Eden** (the "City"), an individual with a mailing
 address as following:

 PO Box 70
 Eden, NC 27289

WHEREAS the Town of Mayodan operates the wastewater treatment plant located at 293 Cardwell Road in Mayodan, North Carolina as required by the North Carolina NPDES permit requirements;

WHEREAS, the City of Eden operates its own wastewater treatment plant at Mebane Bridge Road in Eden, NC 27288 and has all required NPDES permits;

WHEREAS, the CITY maintains full-time staff specially trained and dedicated to its own North Carolina NPDES permit requirements; and

WHEREAS the Town of Mayodan desires to retain the City of Eden to perform contract emergency maintenance duties as required by the North Carolina NPDES permit requirements;

WHEREAS, pursuant to North Carolina General Statute 160A-Article 20, the CITY and the TOWN by action of its governing body are authorized to make provisions for a joint undertaking for the assistance of maintenance duties provided and received by the Parties, hereto; and

WHEREAS, the Parties, pursuant to North Carolina General Statute 160A-46l have agreed to enter into this interlocal agreement to assist in such undertaking in the manner provided for herein; and

NOW THEREFORE the Town of Mayodan and the Ctiy of Eden agree as follows:

1. CONTRACT WORK

Contractor shall be employed as an independent contractor and shall provide and furnish all labor, materials, transportation, tools, supplies, equipment, services, supervision, and administration necessary for the proper and complete performance and acceptance of the designated portions of the class, hereinafter "the Contract Work".

2. CONTRACTOR PRICE

In consideration of Contractor's performance of this Contract, and at the times and subject to the terms and conditions hereinafter set forth, the Town of Mayodan shall pay to Contractor the amounts determined based on the below listed rates and fees. Said contract price is dependent upon the

conditions set forth in this agreement. Should said conditions not be met, the contract amount shall be modified accordingly.

Personnel	\$45/hr/Person	example
1 service truck	\$46.29/trip optional	2 people, 2 hours - \$180
1 cargo van	\$35.13/trip optional	---
Mileage	\$0.725/mile	\$35.13
Material	cost	32 miles - \$23.20
25% Administrative Fee	-----	---
		\$59.58 for a total of \$297.91

3. SCHEDULE OF PAYMENT

Within 30 days following completion of all Contractor Work included in this agreement, Contractor shall submit an itemized invoice to the Town of Mayodan along with all reimbursable receipts. Itemized invoice shall include the following items:

- Hours of Personnel responding to request
- Type of Vehicle, Number of trips to WWTP, and total mileage
- Itemized receipt for any unexpected or pre-approved expense necessary for repair

4. COMMUNICATION AND NOTICE

- a. All communications between Contractor and the Town of Mayodan, shall be via Melody Shuler and Melinda Ward.
- b. Contractor shall be deemed to have received notice of a fact, request, order, or demand when Contractor is notified, either orally or in writing, or 10 days after written notice is sent by registered or certified mail addressed to Contractor's last known place of business, whichever is sooner.
- c. Town of Mayodan shall be deemed to have received notice of a fact, request, or demand 10 days after written notice is sent by registered or certified mail addressed to the following address:

210 W Main St
Mayodan, NC 27027

5. REQUEST FOR WORK AND AVAILABILITY

- a. Upon receipt of request from the Town of Mayodan, the Contractor shall evaluate the scope of work requested and its own availability and ability to perform said request. City of Eden scheduling and work shall be a priority and assistance under this Agreement shall only be provided when in the opinion of the Contractor, the City of Eden is not short-handed or involved in a City of Eden repair.
- b. Parties agree that City of Eden shall have no liability for any emergency maintenance issues that it cannot respond to pursuant to the above section.

6. INSURANCE AND INDEMNIFICATION

- a. Any City employee working for Town of Mayodan pursuant to this Agreement shall be covered under the City of Eden Workers' Compensation pursuant to its City of Eden policies.

- b. Should any claims arise out of the services provided by the CITY under this agreement, the TOWN agrees to indemnify and hold the CITY, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any action brought against the City, its employees, agents, contractors and Commissioners arising as a result of these services performed on behalf of the TOWN that are the subject matter of this Agreement.

7. GOVERNING LAW AND REQUIRED INSTRUCTION

- a. The validity, interpretation, and performance of this Contract shall be governed by the laws of North Carolina.
- b. Titles, captions, or headings to any provision, article, etc., shall not limit the full contents of the same. These articles have the full force and effect as if no titles existed.
- c. If any term or provision of this Contract is determined to be invalid, it shall not affect the validity and enforcement of the remaining terms and provisions of this Contract.
- d. This contract shall be binding upon and inure to the benefit of the respective successors, assigns, representatives, and heirs of the parties herein.

8. AMENDMENT

This Contract shall only be amended or modified by written document executed by authorized representatives of the Town of Mayodan and Contractor.

9. DURATION

That this Agreement shall continue until such time as either the TOWN or CITY resolves to discontinue the Agreement and presents thirty days (30) written notice to the other party of said termination or upon mutual agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF EDEN

Clerk

Mayor

ATTEST:

TOWN OF MAYODAN

Clerk

Mayor

AGENDA ITEM COVER

Item for Agenda:	Ordinance Amendment
Placement on Agenda:	
Presenter:	Chief Tim Knight
Description of Agenda Item or Other Pertinent Information for Council:	Background: As part of the Town's ongoing commitment to improving traffic safety and enhancing the quality of life in residential neighborhoods, the Board previously approved the reduction of the speed limit on all Town-maintained streets from 35 miles per hour to 25 miles per hour. This change is intended to promote safer travel conditions for motorists, pedestrians, and cyclists while providing a more consistent speed limit throughout Town-maintained roadways. The proposed ordinance amendment formalizes the Board's action and authorizes implementation through appropriate signage and public notification. Requested Action: Approve the ordinance amendment establishing a 25 miles per hour speed limit on all Town-maintained streets within the Town of Mayodan and authorize staff to implement the necessary signage and public notification.

ARTICLE V. SPEED REGULATIONS

Sec. 26-118. General.

Except as otherwise provided in this article, it shall be unlawful to operate a vehicle in excess of 25 miles per hour inside the corporate limits of the town.

(Code 1975, § 7.61)

Sec. 26-119. Exceptions.

- (a) It shall be unlawful to operate a vehicle in excess of the speeds listed below upon the streets or portions of streets of the state highway system listed in each designated appendix hereby made a part hereof:
 - (1) Twenty miles per hour (appendix A, section 115).
 - (2) Twenty-five miles per hour (appendix A, section 116).
 - (3) Thirty miles per hour (appendix A, section 117).
 - (4) Forty miles per hour (appendix A, section 118).
 - (5) Forty-five miles per hour (appendix A, section 119).
 - (6) Fifty miles per hour (appendix A, section 120).
 - (7) Fifty-five miles per hour (appendix A, section 121).
- (b) It shall be unlawful to operate a vehicle in excess of the speeds listed below upon the streets or portions of the streets not part of the state highway system, listed in each designated appendix, hereby made a part hereof:
 - (1) Twenty miles per hour (appendix A, section 122).
 - (2) Twenty-five miles per hour (appendix A, section 123).
 - (3) Thirty miles per hour (appendix A, section 124).
 - (4) Forty miles per hour (appendix A, section 125).

(5) Forty-five miles per hour (appendix A, section 126).

(6) Fifty miles per hour (appendix A, section 127).

(7) Fifty-five miles per hour (appendix A, section 128).

(Code 1975, § 7.62)

Secs. 26-120—26-136. Reserved.

Sec. 26-119. Exceptions.

- (a) It shall be unlawful to operate a vehicle in excess of the speeds listed below upon the streets or portions of streets of the state highway system listed in each designated appendix hereby made a part hereof:
 - (1) Twenty miles per hour (appendix A, section 115).
 - (2) Twenty-five miles per hour (appendix A, section 116).
 - (3) Thirty miles per hour (appendix A, section 117).
 - (4) Forty miles per hour (appendix A, section 118).
 - (5) Forty-five miles per hour (appendix A, section 119).
 - (6) Fifty miles per hour (appendix A, section 120).
 - (7) Fifty-five miles per hour (appendix A, section 121).
- (b) It shall be unlawful to operate a vehicle in excess of the speeds listed below upon the streets or portions of the streets not part of the state highway system, listed in each designated appendix, hereby made a part hereof:
 - (1) Twenty miles per hour (appendix A, section 122).
 - (2) Twenty-five miles per hour (appendix A, section 123).
 - (3) Thirty miles per hour (appendix A, section 124).
 - (4) Forty miles per hour (appendix A, section 125).
 - (5) Forty-five miles per hour (appendix A, section 126).
 - (6) Fifty miles per hour (appendix A, section 127).
 - (7) Fifty-five miles per hour (appendix A, section 128).

(Code 1975, § 7.62)

Appendix A TRAFFIC¹

Sec. 101.

Parking prohibited at all times on the following streets (See Section 7.173 [26-450]):

.

- (3) On the South side of Garfield Street and on the West side of Hanna Street for a distance of 100 ft. from the intersection of the two said streets.
- (4) On the south side of W. Jackson Street from N. 7th Avenue running west for seventy (70) feet; on the south side of W. Jackson Street from N. 7th Avenue running east for 70 feet; on the north side of W. Jackson Street from N. 7th Avenue running west for 20 feet; on the north side of W. Jackson Street from N. 7th Avenue running east for 20 feet; on the West side of North 7th Avenue from W. Jackson Street running north for 20 feet.
- (5) On the north side of Wray Street in the public access "turn-around" paved area between 303 and 307 Wray Street.

(Ord. of 7-1-1971; Ord. of 4-13-1987; Ord. of 7-8-2013)

Sec. 103.

Parking limited to two hours between the hours of 6:00 a.m. and 6:30 p.m. on any day except Sundays and public holidays within the district or upon any of the streets as follows (See Section 7.174 [26-451]):

Parking limited to two hours between the hours of 8:00 a.m. and 6:00 p.m. on any day except Sundays and public holidays within the district or upon any of the streets as follows (Effective 2-5-1998)

¹Editor's note(s)—Printed herein is Appendix I, which has been carried over from the 1975 Code and renamed Appendix A. Amendments to the appendix are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original. Obvious misspellings and punctuation errors have been corrected without notation. Additions made for clarity are indicated by brackets.

-
1. On 2nd Avenue from Main Street to Jefferson Street and on Main Street from 2nd Avenue to 3rd Avenue and from 2nd Avenue to the alley 150 feet east of 2nd Avenue (Effective 6-8-2015).
 2. On Main Street from 3rd Avenue to 4th Avenue (Effective 11-13-1989, repealed from ordinance 2-5-1998).

(Ord. of 2-5-1998; Amd. of 6-8-2015)

Sec. 104.

Parking limited to one hour between the hours of 8:00 a.m. and 4:00 p.m. on any day except Sundays and public holidays within the district or upon any of the streets as follows (See Section 7.174 [26-451]):

1. On Washington Street north side from 2nd Avenue to a distance of 100 feet (Effective 7-1-1971).

(Ord. of 7-1-1971)

Sec. 105.

Parking limited to ten minutes (See section 7.174 [26-451]).

(Ord. of 2-16-1956)

Sec. 108.

Through streets (See section 7.91 [26-188]).

Sec. 109.

Intersections at which "stop" is required before entering (See section 7.93 [26-190]).

Sec. 110.

One-way streets (See section 7.83 [26-166, 26-167]).

Sec. 111.

Left turns to be made to the left of the center at the following intersections (See section 7.73 [26-139]).

Sec. 112.

No left turns at the following intersections (See section 7.73 [26-139]).

Sec. 113.

No right turns at the following intersections (See section 7.73 [26-139]).

Sec. 114.

No complete or "U" turns at the following intersections (See section 7.73 [26-139]).

Sec. 115.

Twenty (20) mile per hour speed limit on the following streets (See Section 7.62(1) [26-119(a)]).

Sec. 116.

Twenty-five (25) mile per hour speed limit on the following streets (See Section 7.62(2) [26-119(b)]):

Main Street from 4th Avenue eastward to Business Hwy 220 (Second Avenue).

Sec. 117.

Thirty mile per hour speed limit on the following streets (See section 7.62(3) [26-115(c)]).

Sec. 118.

Forty mile per hour speed limit on the following streets (See section 7.62(4) [26-115(d)]).

Sec. 119.

Forty-five mile per hour speed limit on the following streets (See section 7.62(5) [26-115(e)]).

Sec. 120.

Fifty mile per hour speed limit on the following streets (See section 7.62(6) [26-115(f)]).

Sec. 121.

Fifty-five mile per hour speed limit on the following streets (See section 7.62(7) [26-115(g)]).

Sec. 122.

Twenty mile per hour speed limit on the following streets (See section 7.62(8) [26-115(h)]).

Sec. 123.

Twenty-five (25) mile per hour speed limit on the following streets (See section 7.62(9) [26-115(i)]):

- (1) Taft Street (3-9-1998).
- (2) Garfield Street (3-9-1998).
- (3) Hanna Street (3-9-1998).

(Amd. of 3-9-1998)

Sec. 124.

Thirty (30) mile per hour speed limit on the following streets (See section 7.62(10) [26-115(j)]).

Sec. 125.

Forty mile per hour speed limit on the following streets (See section 7.62(11) [26-115(k)]).

Sec. 126.

Forty-five mile per hour speed limit on the following streets (See section 7.62(12) [26-115(l)]).

Sec. 127.

Fifty mile per hour speed limit on the following streets (See section 7.62(13) [26-115(m)]).

Sec. 128.

Fifty-five mile per hour speed limit on the following streets (See section 7.62(14)26-115(n)]).

Sec. 129.

The following streets or portions thereof are designated as passenger loading and unloading zones (See section 7.162 [26-413]).

Sec. 130.

The following streets or portions thereof are designated as commercial loading and unloading zones (See section 7.163 [26-414]).

Sec. 131.

Parking prohibited between the hours of 8:00 a.m. to 4:00 p.m. upon any of the streets as follows (See Section 7.154 [26-451]):

- (2) North side of Washington Street from 2nd Avenue to a distance of 100 feet.

(Ord. of 7-1-1971)

**AN ORDINANCE AMENDING
THE TOWN OF MAYODAN, NORTH CAROLINA, CODE OF ORDINANCES**

WHEREAS, the Governing Board of the Town of Mayodan, North Carolina, pursuant to North Carolina General Statute § 160A-296 (Establishment and control of streets) and North Carolina § 20-141(e) and (f) (Speed restrictions) is given the authority to adopt and periodically amend and enforce its ordinances relating to the use of streets and street speed limits within the jurisdiction of the Town of Mayodan; and,

WHEREAS, the Governing Board of the Town of Mayodan, North Carolina, has determined that to promote the safety of its citizens and visitors and to reduce hazardous roadway conditions, the speed limit for all vehicles operating within the corporate limits of the town should be reduced from 35 miles per hour to 25 miles per hour except as may be specifically provided in the Mayodan Code of Ordinances; and

WHEREAS, the Governing Board of the Town of Mayodan, North Carolina, desires to make conforming changes in the Mayodan Code of Ordinances.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MAYODAN, NORTH CAROLINA, THAT THE CODE OF ORDINANCES, TOWN OF MAYODAN, NORTH CAROLINA, IS HEREBY AMENDED AND REVISED AS FOLLOWS:

Section 1. CHAPTER 26, TRAFFIC AND VEHICLES, ARTICLE V, SPEED REGULATIONS, is revised and amended to read as follows:

ARTICLE V. SPEED REGULATIONS

Sec. 26-118. General.

Except as otherwise provided in this article, it shall be unlawful to operate a vehicle in excess of 25 miles per hour inside the corporate limits of the town.

(Code 1975, § 7.61)

Section 2. This ordinance shall be in full force and effect on September 1, 2026.

Adopted this 13th day of July, 2024.

(Town Seal)

Mayor

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

AGENDA ITEM COVER

Item for Agenda:	Initiation of Voluntary Annexation Petition ANX-001-2026 – 270 Dan Valley Road (Agency Partners, LLC)
Placement on Agenda:	New Business
Presenter:	Sarah Hopper, Town Clerk
Description of Agenda Item or Other Pertinent Information for Council:	Background A voluntary annexation petition has been submitted by the applicant Agency Partners, LLC (Shawn Cummings, Member/Manager), requesting annexation of approximately 13.47 acres, parcel number 186173. The property is located at 270 Dan Valley Road, contiguous to the Town's corporate limits. The petition was received by the Town on July 8, 2026. Pursuant to N.C.G.S. §160A-31, the Town Clerk must investigate the sufficiency of the petition before further annexation proceedings may take place. Upon certification of sufficiency, the Town Council must fix a date for a public hearing, with notice published in a newspaper having general circulation in the Town at least 10 days prior to the date of the public hearing. Staff recommends setting the public hearing for August 10, 2026, at 6:00 pm in the Town Hall Council Chambers, 210 W Main Street, Mayodan. Process • Annexation Petition – signed by each owner of real property in the area, containing the address of each owner. • Clerk Investigation – the Town Clerk investigates the sufficiency of the petition and certifies the result to Council. • Date Set – Council fixes a date for public hearing and causes notice to be published at least 10 days prior. • Public Hearing – persons resident or owning property in the area described, and persons resident or owning property in the Town, are given an opportunity to be heard. • Complete – Council has authority to pass an ordinance annexing the territory described in the petition. Requested Action • MOTION to approve a resolution directing the Town Clerk to investigate Annexation Petition ANX-001-2026. Town Clerk to verify the petition was investigated and is sufficient. • MOTION to approve a resolution fixing the public hearing for August 10, 2026, at 6:00 pm in the Town Hall Council Chambers.



Resolution Directing the Town Clerk to Investigate Annexation Petition ANX-001-2026

WHEREAS, a petition requesting annexation of an area described in said petition was received on July 8, 2026, by the Mayodan Town Council;

WHEREAS, N.C.G.S. §160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of Mayodan, North Carolina deems it advisable to proceed in response to this request for annexation.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Mayodan, North Carolina, that the Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Town Council the results of her investigation.

July adopted this the 13th day of July, 2026.

Dwight Lake, Mayor

ATTEST:

Sarah Hopper, Town Clerk



Resolution Fixing Date of Public Hearing on Annexation Petition ANX-001-2026

WHEREAS, a petition requesting annexation of an area described herein has been received;

WHEREAS, the Town Council of the Town of Mayodan, North Carolina, has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Mayodan, North Carolina, that:

Section 1: A public hearing on the question of annexation of the area described herein will be held in the Town Hall Council Chambers located at 210 W Main Street, Mayodan, North Carolina, on August 10, 2026, at 6:00 pm.

Section 2: The area proposed for annexation is described as follows: Tax Parcel Number 186173, comprising approximately 13.47 acres located at 270 Dan Valley Road, Mayodan, North Carolina.

Section 3: Notice of the public hearing shall be published in the News & Record, a newspaper having general circulation in the Town of Mayodan, North Carolina, at least 10 days prior to the date of the public hearing.

July adopted this the 13th day of July, 2026.

Dwight Lake, Mayor

ATTEST:

Sarah Hopper, Town Clerk



**TOWN OF MAYODAN
APPLICATION FOR INITIATION OF VOLUNTARY ANNEXATION**

Date Submitted: 7/6/26 (wet-signature)

SECTION 1: APPLICANT INFORMATION

1. **Applicant Name:** Agency Partners, LLC
 2. **Mailing Address:** 1141 Jay Lane, Graham, NC 27253
 3. **Phone Number:** 704-467-0983
 4. **Email Address:** skrusell@vennterra.com
-

SECTION 2: PROPERTY INFORMATION

1. **Property Owner(s) Name:** Agency Partners, LLC
 2. **Parcel Number:** 186173
 3. **Acreage:** 13.47
 4. **Owner Consent to Annexation:** ☒ Yes ☐ No
 5. **Property Physical Address:** 270 Dan Valley Road, Mayodan, NC 27027
-

SECTION 3: REQUIRED DOCUMENTATION

The following documentation must be submitted along with this application:

1. **Annexation Petition Form** (Completed and Signed)
2. **Legal Description of Property** (Metes and Bounds - submitted in Word)
3. **Property Deed** 1700
4. **Deed Book Number:** 1700 **Page Number:** 1709
5. **Survey/Map of Property**

6. List of Abutting Property Owners

SECTION 4: VESTED RIGHTS

We acknowledge that any zoning vested rights acquired pursuant to NCGS §160A-385.1 or NCGS §153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property.

Vested Rights: Do you declare vested rights?

☐ Yes ☒ No

SECTION 5: ACKNOWLEDGMENTS AND SIGNATURES

I/We, the undersigned applicant(s), respectfully request annexation of the above-referenced property into the Town of Mayodan municipal limits. I/We understand that this request is subject to verification and approval by the Town Council and affirm that all provided information is accurate.

All property owners must sign this application.

Applicant Signature:



Shawn Cummings, Member / Manager for Agency Partners, LLC

Date: 7-26-26

Date: _____

SECTION 6: FOR OFFICE USE ONLY

1. Date Received: 7/8/26
2. Reviewed By: _____
3. Sufficiency Determination: ☐ Sufficient ☐ Insufficient
4. Date of Clerk's Certification: _____
5. Town Council Meeting Date: _____
6. Council Action: ☐ Approved ☐ Denied
7. Date of Annexation Ordinance Adoption: _____

From an existing iron, being the Point of Beginning (POB) at Northing 970399.4382' and Easting 1721968.0134'

Thence, S 87° 15' 39" E for a distance of 727.42 feet to an existing iron.

Thence, S 69° 15' 41" E for a distance of 475.60 feet to an existing iron.

Thence, S 04° 56' 30" W for a distance of 191.74 feet to a point on a line.

Thence, S 06° 32' 38" W for a distance of 73.31 feet to an existing iron.

Thence, N 87° 28' 57" W for a distance of 410.15 feet to an existing iron.

Thence, S 01° 18' 17" E for a distance of 177.55 feet to an existing iron.

Thence, N 87° 30' 09" W for a distance of 307.69 feet to an existing iron.

Thence, N 87° 23' 25" W for a distance of 149.35 feet to an existing iron.

Thence, N 87° 22' 44" W for a distance of 304.80 feet to a rock.

Thence N 01° 57' 44" E a distance of 592.72 feet to the Point of Beginning (POB) at
Northing 970399.4382' and Easting 1721968.0134'

Contains 13.47 acres

- GENERAL NOTES:
- 1) COMPUTED POINTS AT ALL CORNERS UNLESS OTHERWISE NOTED.
 - 2) THIS PLAT IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
 - 3) THIS SURVEY MAY NOT SHOW ALL OF THE SETBACKS OR ORDINANCES AS SET FORTH BY ANY ZONING DEPARTMENT OR ANY OTHER GOVERNING BODIES FOR THE SUBJECT PROPERTY.
 - 4) THE LOCATION AND/OR EXISTENCE OF UTILITY SERVICE LINES AND UNDERGROUND UTILITIES ON OR SERVING THE SUBJECT PROPERTY ARE UNKNOWN AND ARE NOT SHOWN AS A PART OF THIS SURVEY.
 - 5) THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS OF RECORD AFFECTING THE SAME.
 - 6) ALL BEARINGS, DISTANCES AND ACREAGE SHOWN ON THIS PLAT WERE TAKEN FROM DEEDS, PLATS, AND SURVEYS.



VICINITY MAP
SCALE: 1" = 2000'
SITE COORDINATES: 36.41°, -79.94°

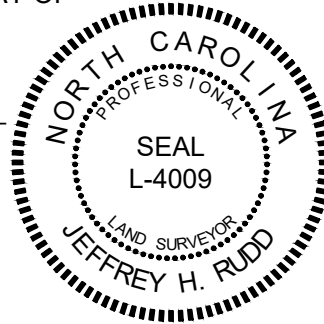
SURVEYOR'S CERTIFICATION

I, JEFFREY H. RUDD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM FIELD SURVEYS, COMPILED DEEDS, AND PLATS FOR THE PURPOSE OF AN ANNEXATION MAP FOR THE TOWN OF MAYODAN; AND THAT THE PLAT IS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED AND SPECIFICALLY SECTION (J) FOR AREAS TO BE ANNEXED.

THIS SURVEY IS OF AN EXISTING PARCEL OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY HAND AND SEAL THIS 25 DAY OF NOVEMBER, 2025.

JEFFREY H. RUDD
PROFESSIONAL LAND SURVEYOR L-4009



THE INTENT OF THIS PLAT AND ANNEXATION IS TO ANNEX ROCKINGHAM COUNTY PID 186173 IN ITS ENTIRETY. THE PARCEL IS OWNED BY AGENCY PARTNERS, LLC AND DESCRIBED IN A SINGLE LEGAL DESCRIPTION.

- LEGEND
- CP COMPUTED POINT
 - EXISTING IRON
 - EXISTING STONE / ROCK

OWNER:
AGENCY PARTNERS, LLC
1141 JAY LANE
GRAHAM, NC 27253

SURVEYED AND MAPPED FOR THE:
TOWN OF MAYODAN
210 WEST MAIN STREET,
MAYODAN, N.C. 27027

FINAL PLAT
SATELLITE ANNEXATION FOR
THE TOWN OF MAYODAN
DAN VALLEY ROAD PARCEL

MAYO TOWNSHIP ROCKINGHAM COUNTY NORTH CAROLINA
DATE 11/25/25 SCALE 1" = 100'
VT ENGINEERING AND SURVEYING, PLLC JOB # DAN VALLEY SURVEY BY JHR
1141 JAY LANE GRAHAM, NC 27253 DWG BY JC APP'D BY JHR
FIRM NO. P-3396 PHONE # (336) 264-6127