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**TOWN OF WENTWORTH  
TOWN COUNCIL MEETING  
JUNE 1, 2010  
7:00 P.M.**

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**The Wentworth Town Council** held their regular monthly meeting in the Town Hall Council Chambers, on **Tuesday, June 1, 2010, at 7:00 p.m.**

**Council members present:** Mayor Robert Aswell, Mayor Pro Tem James Belcher, Councilman Dennis Paschal, Councilwoman Evelyn Conner and Councilwoman Iris Powell

**A quorum was present.**

**Staff Present:** Brenda Ward, Town Administrator - Town Clerk  
Fred Baggett, Town Attorney / Yvonne Russell, Finance Officer, and Deputy Clarence Cheshire

**Article I.** Mayor Robert Aswell called the June 1<sup>st</sup>, 2010, Wentworth Town Council Meeting to order.

**Article II.** Councilman Dennis Paschal gave the **Invocation.**

**Article III.** Approval of June Agenda

**A. Requests and Petitions of Citizens**

Regarding approval of the June Agenda, **Mayor Aswell** advised that Cadet Warren Pettee with the Civil Air Patrol signed the Speaker Register, as well as Tommy Wagoner with the Rockingham County Environmental and Engineering office.

**Mayor Aswell** made a motion, *“...to revise the Agenda to add Cadet Warren Pettee at the beginning of New Business, and Mr. Tommy Wagoner to speak at the end of New Business, Item G.”*

**Councilman Paschal** seconded the motion. There was no discussion. All voted in favor and the motion carried.

**Article IV.** Approval of Minutes

**A. Town Council Meeting: May 4, 2010**

**Mayor Pro Tem Belcher** made a motion, *“That we approve the Minutes as presented.”* **Councilwoman Powell** seconded the motion. There was no discussion. All voted in favor and the motion carried.

**Article V.** **Old Business** – There was no Old Business for discussion.

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**Article VI. PUBLIC HEARING(S)**

**A. Submission of Budget Ordinance for Fiscal Year 2010-2011  
- Town Administrator & Finance Officer**

**Mayor Aswell** called the **Public Hearing** to order and asked the Finance Officer if she had any comments.

**Mrs. Russell** advised, "I just wanted to bring your attention to the General Fund Expenditures for Public Safety. We did deduct \$35,000 from that since last month you approved purchasing the patrol car out of the current year budget. So, we made that adjustment but the total budget dollars remain the same. If you have any questions, I'll be glad to answer them."

**Mayor Pro Tem Belcher** asked, "This also reflects the change for the Capital (Project) Fund for the recreation..."

"Yes," **Mrs. Russell** replied. "We were estimating \$25,000 for that, so that stayed the same, but on the second page you'll see that we do have the Capital Reserve Fund listed."

There were no further questions. **Mayor Aswell** asked for a motion concerning the budget.

**Mayor Pro Tem Belcher** said, "I would like to make a motion *that we adopt the Budget for the Town of Wentworth for Fiscal Year 2010-2011, as presented.*"

**Councilwoman Powell** seconded the motion. There was no discussion. All voted in favor and the motion carried.

**Mayor Aswell** declared the Public Hearing on the Town Budget closed.

**Article VI. Public Hearing(s) – Continued**

**B. Consideration of Amendments to the Town of Wentworth Planning and Zoning Ordinances:**

- **Correction of NCGS References and Amended Definitions – Chapter 1. Definitions**  
(1) **Chapter 2. Zoning / Section IV 4.3 (b)(2)(d)**
- **Amendments to Chapter 5. Flood Damage Prevention Ordinance – To Adopt Minor Revisions to the FDP Ordinance for Compliance with 60.3(d) of the National Flood Insurance Program Regulations:**

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- (1) Article 3. General Provisions  
Section B. Basis for Establishing the Special Flood Hazard Areas**
- (2) Article 4. Administration  
Section A. Designation of Floodplain Administrator**
- (3) Article 6. Legal Status Provisions  
Section C (Effective Date) Replaced by “Severability”;  
addition of Section D for “Effective Date”**

**Mayor Aswell** opened the Public Hearing on revisions and text amendments to the Town of Wentworth Planning and Zoning Ordinance.

He asked **Ms. Frankie Legaux**, Assistant Planning Director for Rockingham County, to review the changes to the Ordinance.

**Ms. Legaux** reminded Council of discussions at a recent joint meeting of the Town Council and the Wentworth Planning Board regarding text amendment changes that need to be made.

“This is the first of that section of changes that we talked about. We will be amending three definitions. The first one is Certificate of Compliance, and this is according to how the North Carolina General Statutes now refer to what used to be a Certificate of Occupancy, so we will be changing that to read as it does in the General Statutes.”

“Also,” said **Ms. Legaux**, “we will be changing the definition of a Family Care Home. We are actually not changing the definitions, we are just changing the North Carolina General Statutes reference numbers to read as the General Statutes now have them. They have been changed since the Ordinance was written.”

**Ms. Legaux** continued, “The same also goes for ‘Planning Board.’ The reference for that was (N.C.G.S.) 153A. That is for counties, so we want to reference the General Statute for cities, which is (N.C.G.S.) 160A.”

“In Chapter 2 of the Zoning Ordinance, we are deleting reference to the Rockingham County Development Guide and substituting Town of Wentworth Land Use Plan.”

“Those are all the amendments as far as changes that we’ll be doing. We set these up to be voted on separately, so I’ll entertain any questions you might have on these at this time,” **Ms. Legaux** explained.

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There were no questions for **Ms. Legaux**.

**Mayor Aswell** called for a motion.

**Mayor Pro Tem Belcher** made a motion, *“That we approve the revisions and amendments to the Wentworth Planning and Zoning Ordinance, and to show that our action in approving these revisions is consistent with the adopted comprehensive plan, I move that we adopt the Statements of Consistency as required by NCGS 160A-382(b) and §160A-383, as outlined in the Town Council’s Analysis and Statement.”*

**Mayor Aswell** seconded the motion. There was no further discussion. All voted in favor and the motion carried.

**Mrs. Legaux** continued with the second part of the Public Hearing, and advised, *“The second set of amendments are to Chapter 5, which is your Flood Damage Prevention Ordinance. Shortly after our joint meeting...I was notified by the North Carolina Federal Emergency Management Agency that controls our flood ordinance, that the national FEMA wanted changes to the ordinance, for continuation under the community program that allows people in your community to purchase flood damage insurance at a substantially reduced rate.”*

*“Of the four changes they want us to make, the first one is found in Article 3. Section B. and rather than generally stating which maps, they want the *specific* map panels because there has been some new mapping done, and because there are specific panels unique to Wentworth, they want those listed in the Ordinance, rather than just a general statement.”*

*“The second change comes in Article 4. Section A. FEMA wants someone who is an employee of the Town, listed as the Administrator for the Flood Ordinance, *or* their designee. They can designate any person or entity they want to, but it must be someone who is an employee of the town. So we have changed it to ‘Town Administrator’, but of course she can also designate us as the one who will be administering the Ordinance.”*

**Ms. Legaux** noted the next change in Article 6. Section C. explaining, *“They are actually moving what was in Article 6. Section C. to Section D. and Section C. will become the Severability Clause, which states that ‘if any section, clause, sentence, or phrase of the Ordinance is held to be invalid, or unconstitutional by a court of competent jurisdiction, then it shouldn’t affect the validity of the remaining portions of the Ordinance.’”*

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**Ms. Legaux** added, “This is a standard article in all zoning ordinances...a Severability Clause. I assume what happened is they just forgot about putting it in...sometimes oversights do happen, so they wanted it added to the ordinance.”

“And, of course, Section D. that has been added is what was formally Section C.”

“I will entertain any questions you might have about this,” **Ms. Legaux** concluded.

There were no questions and **Mayor Aswell** asked for a motion.

**Mayor Pro Tem Belcher** made a motion, “*That we approve the revisions and amendments to the Wentworth Planning and Zoning Ordinance, and to show that our action in approving these revisions is consistent with the adopted comprehensive plan, I move that we adopt the Statements of Consistency as required by North Carolina General Statutes 160A-382(b) and 160A-383, and as outlined in the Town Council’s Analysis and Statement.*”

**Mayor Aswell** seconded the motion. There was no further discussion. All voted in favor and the motion carried.

**Mayor Aswell** declared the Public Hearing on revisions and amendments to the Town’s Planning and Zoning Ordinance closed.

**Article VII. NEW BUSINESS**

**Mayor Aswell** asked Cadet Warren Pettee with the Civil Air Patrol to address the Town Council.

**Cadet 1<sup>st</sup> Lieutenant Pettee** introduced himself and those he brought with him—Cadet Captain Alan Pyrtle and Cadet 1<sup>st</sup> Lieutenant Kevin Lewis. He added, “Hopefully they are new cadets in our upcoming program, which I will explain in a minute.”

**Cadet Pettee** explained, “I came here to speak with you about the United States Air Force Auxiliary, more commonly known as the Civil Air Patrol. We’re coming to Rockingham County. It’s been a while since the Civil Air Patrol has been in Rockingham County, but it provides several benefits to emergency service officials and the County itself.”

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“We currently have ten members set up to be in the Civil Air Patrol, with hopefully, many more cadets coming from Rockingham County High School, McMichael, and Morehead.”

“There are three basic programs built into the Civil Air Patrol that are set up as missions. The Cadet Program is very important to the towns. Cadet programs are for cadets, ages 12 to 18. It provides benefits for the community by keeping the cadets active. But it is one of those programs that you don’t actually see in action very often. You will see the Boy Scouts providing opportunities such as this. Generally, we like to work alongside other child organizations that keep young people active.”

“One of the unique things about us is that, aside from our emergency services benefits, we also provide community benefits by providing leadership skills to these cadets. It is not very often that you get to see a 12-year-old cadet who could potentially be in charge of saving somebody’s life if there is a downed aircraft in the vicinity of Wentworth, North Carolina.”

“Also, in addition to the leadership skills they learn, they also receive military benefits upon enlisting in the service, if they choose to do so. They will come into service at a higher pay grade.”

“Cadets are also offered the chance to attend national activities...which will introduce them to different skills, opportunities in the aerospace industry or service industries, and of course, being the United States Air Force auxiliary, military benefits.”

“Back in the mid-1900’s the Civil Air Patrol was designated to provide aerospace education benefits to the nation, and that is something that we are hoping to provide the Town of Wentworth, Reidsville, and other surrounding cities. We are hoping to bring awareness to schools...that the sky is closer than it appears, and that the aerospace industry is growing and that there are many benefits in that field. We are hoping to connect with the students in the schools and get them involved in a career field they may be interested in but may not know much about. We do provide aerospace education materials to schools as well.”

**Cadet Pettie** continued, “Our larger mission in North Carolina is emergency services, and we essentially relieve emergency service personnel. We specialize in search and rescue of downed aircraft. Every single aircraft has a transmitter that will go off if the plane crashes. It is our job to find the transmitter and rescue the people around it.”

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“We can also assist law enforcement personnel with benevolent searches and provide aerial support for locating drug fields and we can assist with other drug interdiction activities.”

“Disaster relief is another important aspect of the Civil Air Patrol. We helped out during Hurricane Katrina and we are involved in helping with the oil spill.”

**Cadet Pettee** added, “Right now, we are working on establishing a Rockingham County Unit on Shiloh airfield. We are working on re-supplying an old building and getting the supplies we need to be on call and ready. **Sheriff Page** is working with us and is also going to become a member of this organization. We are going to figure out a way that we can be on call 24/7 to provide these benefits. Not many units in North Carolina have the support that we have in Rockingham County.

“That being said, our current issues are that we need to come up with the supplies to enable us to be that ready to call organization, and we are also working on recruiting.”

He concluded, “One of the main reasons I am here tonight is to connect with the community and the officials of the community—to let them know that there is a Civil Air Patrol unit coming in the next few weeks, actually, and that we are ready to serve our community. That being said, I would like to challenge the citizens and the elected officials of this town to assist a non-profit government auxiliary by promoting us and keeping in mind that we are here to help. If the Town needs anything along the lines of relief in a time of need, or if we come knocking on your door asking for permission to come onto your land, we ask that you grant us leeway and keep in mind that we are a volunteer organization as well and we are here to serve you.”

**Cadet 1<sup>st</sup> Lieutenant Pettee** asked Council if they had any questions.

**Mayor Pro Tem Belcher** asked, “What does it take to become a member or a volunteer?”

“The will to do so,” replied **Cadet Pettee**. “Twelve is the minimum age. We don’t get any government support from the U. S. Air Force or from State government. All of our support comes from our members. The membership dues are \$30.00/year and they go directly to national headquarters. We get that back in aircraft maintenance and things like that. But, simply the will to want to be a member and pay the \$30.00/year is all that’s required.”

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**Councilwoman Evelyn Conner** asked, “Where are you located now?”

**Cadet Pettee** replied, “I am based out of Winston-Salem, but I live in Madison. In the next couple of weeks, hopefully, our charter will be approved and we will be working out of a building at the Rockingham County Airport.”

**Mayor Pro Tem Belcher** asked, “What kind of equipment or supplies are you in need of?”

“Right now,” **Cadet Pettee** replied, “our basic supplies are just storage cabinets and things like that. But, as things evolve in our program and we get personnel trained, we are going to need uniforms, a big issue, and also the...radios...to locate the emergency locator transmitters used to pinpoint the location of the devices that go off inside the aircraft. Also, first-aid devices, stretchers, things of that nature that assist us in our emergency services area.”

**Councilwoman Conner** asked Cadet Pettee if he plans to do a presentation before other councils in Rockingham County.

“It is my intention,” **Cadet Pettee** replied. “We are trying to gain the support of the community and inform them that we are coming.”

“We would like to welcome you to Rockingham County, and we look forward to working with you” **Mayor Aswell** stated.

**Cadet Pettee** thanked the Council for giving him the time to speak

**Article VII. NEW BUSINESS**

**A. Recognition of Eagle Scout Phillip Marley**

**Mayor Aswell** asked Mr. Marley to come forward to receive a Proclamation of the Town of Wentworth in Recognition of his achievements and leadership as an Eagle Scout. **Eagle Scout Marley** is a member of local Troop 717.

**Mayor Aswell** read the proclamation and presented it to Mr. Marley with everyone applauding his accomplishments. *(Note: A copy of the Proclamation (Attachment A) attached hereto as part of these Minutes.)*

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**Article VII. NEW BUSINESS – Continued**

**B. Consideration of Budget Amendment No. 3 for Fiscal Year 2009-2010**

**- Yvonne Russell, Finance Officer**

**Mayor Aswell** asked Ms. Russell to explain the Budget Amendment.

**Ms. Russell** said, “As I mentioned earlier, you approved the purchase of A new patrol car out of the current year’s budget. The third budget amendment for the year will show the transfer of \$35,000 to the General Fund Expenditure line item, Public Safety:Patrol Car and Equipment, from the following General Fund Expenditures: Miscellaneous Other Operating Costs, Office Equipment, Cultural and Recreational:Miscellaneous, and Public Safety:Fire Department.”

“The total budget dollars for Fiscal Year 2009-2010 remains unchanged at \$536,730.00.”

**Mayor Aswell** made a motion, “*That we approve Budget Amendment No. 3 for Fiscal Year 2009-2010.*”

**Councilman Paschal** seconded the motion. There was no further discussion. All voted in favor and the motion carried.

**C. Consideration of “Contract with Rouse, Rouse, Penn & Rouse” to Audit Accounts of the Town of Wentworth.**

**Mayor Aswell** asked Ms. Russell if she had comments on the Audit Contract.

**Ms. Russell** noted the five percent increase over last year’s fees and said the new budget reflects that amount.

**Councilman Paschal** made a motion, “*That we approve the Contract with Rouse, Rouse, Penn & Rouse to audit accounts of the Town of Wentworth.*”

**Mayor Pro Tem Belcher** seconded the motion. There was no discussion. All voted in favor and the motion carried.

**D. Annual Review of Authorized Check Signers, Per Formalized  
Financial and Cash Management Policy – Section 1  
- Yvonne Russell, Finance Officer**

**Mayor Aswell** asked Ms. Russell to comment on the review of authorized check signers.

**Ms. Russell** explained that this is a requirement of the Town's Financial and Cash Management Policy. She advised that the current authorized check signers are Brenda Ward, Dennis Paschal, Evelyn Conner, and Yvonne Russell.

**Councilman Paschal** asked, "Should we switch those around to Robert (Mayor) and James (Mayor Pro Tem) or does it make any difference?"

The **Town Administrator** said the signers are not designated to be the mayor or mayor pro tem... "That just happened to be the way it was when the account was set up..."

**Ms. Russell** added, "All they have at the banks is our names, not our titles."

**Mayor Aswell** made a motion, "That we leave it as is."

**Mayor Pro Tem Belcher** seconded the motion. There was no further discussion. All voted in favor and the motion carried.

**E. Consideration of Options for Repairing Cracked Floor Tiles in  
Town Hall Lobby  
- Brenda Ward, Town Administrator**

**Ms. Ward** referenced a letter from the Town's architect, Alley, Williams, Carmen & King, Inc.

"You also have a quote for the cost of materials if you go with the proposed solution of an expansion trim. This does not include labor and may not cover all the materials. They said it depends on whether or not they are able to use the tile they take up. The tiles will have to be split and if they don't crack them, the ones they take up can be reused."

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“I thought it was interesting,” **Ms. Ward** commented, “that in Jeff’s (Johnson) letter, he said the expansion running down through the lobby may look worse than the crack.”

“Probably so, with the expansion in there,” **Councilman Paschal** said.

**Mayor Pro Tem Belcher** said, “My understanding, too, is that his suggestion was that if we decide to repair it, we would be better off waiting...

“Why?” asked **Councilwoman Powell**.

“To see if it settles any more,” **Councilman Paschal** said.

“Because it hasn’t dried out,” **Councilwoman Powell** added.

**Councilwoman Powell** asked, “Why would the Town have to pay for it?”

“We aren’t saying that we would have to pay for it,” **Ms. Ward** replied, “but the Wright Company and our architect are talking back and forth and I’m not getting the feeling that either one wants to take responsibility.”

“Also,” **Ms. Ward** added, “I am wondering, Fred, (Mr. Baggett, Town Attorney) if we shouldn’t send some kind of letter concerning the warranty since our year’s warranty on everything is just about up. We moved in the building in June of last year.”

**Mr. Baggett** replied, “I think it would be a good idea for the architect, or even you, Brenda, as the Clerk and Administrator, to write to the contractor as well as the sub-contractors and tell them that we are aware of these problems and that we expect them to be ultimately responsible; however, on the advice of the architect we are going to wait to see if the problem gets worse...to be sure we have the best solution. That puts them on notice.”

**Councilman Paschal** said, “I am somewhat concerned that we have a cold joint out there in an area where it called for it to be tile in the plans, because you are just asking for a crack to form there. Unless you go in, drill into the other slab of concrete, attach rebar in there...to hold those two joints together, you’re just asking for a separation. A cold joint like that is going to separate at some point in time.”

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**Councilman Paschal** continued, “We would have been better off if they had come another six, eight, or ten feet this way and had it under the carpet. I am real concerned that they have a cold joint out there. When it first occurred, they never mentioned anything about a cold joint being out there. They said something shifted, and now it comes up that there is a cold joint through there. When we do the letter, we need to let them know that we are concerned about the fact that this is out there and moving around on us.”

“Short of either doing an expansion joint in there to allow for movement, you would have to go in with a jack-hammer and take something out from each side and go down far enough to attach bar in there and re-pour it and then come back and put the tile on top of it. As long as we let them know we are concerned about it, and in the end want to get a good fix on it, whatever we do.”

“What is a reasonable time to wait?” the **Town Administrator** asked.

**Mayor Pro Tem Belcher** suggested asking Jeff Johnson (AWCK, Inc.), “...what we should expect...wait six months, eight months, or a year.”

“As long as they will extend our warranty,” **Councilman Paschal** said.

**Mayor Aswell** asked Ms. Ward, “So you’ll take care of that with no action from us?”

**Ms. Ward** replied, “The Minutes will reflect that you have authorized me to write the letter on your behalf.”

**Mr. Baggett** said he would be glad to review the letter if Ms. Ward would like for him to. She agreed that he should review it.

**F. Consideration of Establishing Lease Agreement Terms/Criteria  
for Town Hall Office Space**

**Mayor Aswell** advised that several people have asked him if the Town has office space to rent. He added, “I told them we have offices but that we haven’t come up with a price or anything, yet,”

**Mayor Aswell** asked Council what their feelings were on the issue.

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**Councilman Paschal** asked the Town Attorney, "...if we put these up for rent, put it out there that we are going to rent for x-amount of dollars, do we have to rent to anyone or can we discriminate as to one business versus another?"

"Yes, you can" **Attorney Baggett** replied, "and you would do well to think about some guidelines to follow before you open them up."

"Like, primarily, we are interested in office-type renters—clerical, legal..." said **Mayor Pro Tem Belcher**.

"But, yes, you could pick and choose," said **Mr. Baggett**, "as a landlord, just because you are a town government. You can take into consideration how many people are going to be there, how much traffic it might generate, parking, signage, disruption of daily routine activities as a government office."

"And hours of operation," said **Councilman Paschal**.

"The interest I've seen has been from bail bondsmen," said **Mayor Aswell**.

"They are pretty much 24 hours," **Councilman Paschal** commented.

"I wouldn't want that," **Councilwoman Conner** said.

"If you all feel that way, then you'll just have to say that you don't rent to bail bondsmen," **Mr. Baggett** said.

"They would probably be one of those I would discriminate against based on the traffic in and out, the hours...most of them advertise 24-hour service and they'll come out any time. We have employees working sometimes at night, and I'm not sure how that would work," **Mayor Paschal** said.

**Mayor Aswell** asked Deputy Clarence Cheshire, "Did you have something you want to add?"

**Deputy Cheshire** replied, "If I may make a suggestion, whatever you look at as far as safety for the employees working here...bail bondsmen, that's a good business, but I would be concerned about Yvonne and Brenda up here even in the day time, for the clientele they bring in. I would request something maybe that would be a little more safe as far as the employees of the Town are concerned."

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**Councilman Paschal** said, “They (employees) work here sometimes late at night, too, and the bail bondsmen could have someone call and ask for a bond, and they may have a group of folks up here, so I would be kind of...”

“I would think we would want to say that their (renter’s) hours would be limited to the Town’s hours of operation,” commented **Mayor Pro Tem Belcher**.

**Ms. Ward** said that she, “...did some research early-on, concerning lease agreements and policies of other towns that rent space, but then we decided that we would wait until we were settled in the building...to see if there are any problems, even that we may need the space ourselves...we still have several things stashed in one of the offices.”

“We may want to consult a realtor to see what stipulations we need to be aware of,” said **Mayor Pro Tem Belcher**.

**Ms. Ward** added, “We can consult other landlords in this area as to market value of rental property, because some folks may not be able to afford what we would charge, but I will continue to research what other towns have done, and Fred (Town Attorney) will know if we are legal as far as our guidelines and so forth.”

“We really don’t have to rent at all,” said **Councilwoman Conner**.

“No, we don’t have to,” replied **Ms. Ward**, “but the extra money may come in handy, especially with the economy like it is. Anyway, maybe we should have some guidelines in place, in case we do decide to rent at some point in time.”

**Mayor Pro Tem Belcher** said, “Actually, if we have the guidelines in place, and we have someone to express interest, who may be a very good fit, we would be prepared...Do we need to table this discussion until later, or just wait until you come up with some good guidelines?”

**Ms. Ward** said, “It’s up to Council. If you want me to research this, we can put it back on the Agenda when I have it all together.”

**Council** agreed that Ms. Ward should come back to Council with this information at a later date.

**Deputy Cheshire** said that he spoke with an attorney recently, who is very interested in the office space.

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**Mayor Pro Tem Belcher** said, “That would be more in line with the type of clients I think we may want to have in here, especially since we will be so close to the new court house once they move.”

**Article VII. NEW BUSINESS – Continued**

*(Added to Agenda)*

**G. Consideration of Revised Wording of Agreement between the Town of Wentworth and Rockingham County for the Extension of a 12” Water Line from Dan River Water Tank at Wentworth VFD, along NC 87/65 past the New Courthouse to County Home Road (Town’s Share: \$86,350.00)**

- Mr. Tommy Wagoner, Rockingham County Environmental and Engineering Office

**Mayor Aswell** asked Mr. Tommy Wagoner to address Council concerning the Agreement for the 12” water line.

**Mr. Wagoner** advised Council that he was at the meeting to, “... answer any questions related to the proposed 12” water line project that Dan River Water, the County, and the Town have entered into an agreement on, for the construction of that line from the new water tank down to an area around the entrance to the Mental Health Center. You will remember that this upgrade is one we have been working on for a while to facilitate more capacity in the area and provide better fire protection related to current ordinances and building codes that apply to larger buildings such as the new courthouse.”

**Mr. Wagoner** continued, “You all have a piece of paper before you, which I think everyone has agreed to. I have looked at the technical aspects we requested, and everything seems to be in order. The one point I wanted to make...is in Section D. This is something that I brought up in a meeting, and that I suggested myself, concerning giving the County and the Town consideration for providing these funds for the actual structure of the water line. The language goes forward to provide that...even if the town built an additional building or annex at some point in time, that capacity is in that line and has been provided by the funds that the Town put into it. If Dan River changed or adopted a policy that would be a reduction in any capacity fees that might be connected, you are actually buying that capacity by putting the line in, and of course the County is too.”

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**Ms. Ward** asked Mr. Wagoner if he was talking about possible impact fees.

**Mr. Wagoner** replied, "Right, impact fees. It could be a connection you would charge your plumber, but sometimes impact fees are a more significant cost."

He added, "We understand they are ready to get started immediately which would be advantageous to the County and everybody."

**Mayor Aswell** asked if Council had any questions.

**Councilman Paschal** asked the Town Attorney, "Where it talks about Wentworth sharing 70% of the construction costs...and then it says 'as well as 70% of the engineering design and construction costs'. Is that separate and above our share of the construction costs or is that included in what we are paying?"

Both the Town Attorney and Mr. Wagoner agreed that it is all included.

**Mayor Pro Tem Belcher** pointed out, "In Section A where you have done the revisions, it says specifically that 'the County shall pay all remaining costs of construction and engineering costs for this portion of the line, except for 30% of the engineering costs...' *after* it covered the amount of \$86,350 toward the total costs."

**Mr. Baggett** (Town Attorney) said, "Let me make sure we understand this...the first part of the line to County Home Road, the Town and County will pay 70% of the construction together, and 70% of the design and the engineering administration fees."

"And that's included in the \$86,350.00," said **Councilman Paschal**.

"Yes," replied **Mr. Baggett**, "but the Town's part of those construction and those engineering costs are capped at the \$86,350.00."

He added, "And Dan River pays 30% of that portion of the line... 30% of the engineering. The County picks up whatever is left, over and above Dan River's 30% for construction and engineering, and the Town's \$86,350.00. Is that right?"

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“I think that’s exactly right,” **Mr. Wagoner** replied. They came back with that engineering cost as a separate item later, and we said to move on, we need to continue...”

**Mr. Baggett** said, “We might change some words to make it even clearer...I think y’all can safely approve this subject to the attorneys working out the language, and you’ll just have to know that I understand what you want...”

“Okay,” **Councilman Paschal** replied, and then made a motion, “*That we approve the amended agreement between Rockingham County, the Town of Wentworth, and Dan River Water for the 12" water line.*”

**Councilwoman Conner** seconded the motion.

**Mayor Aswell** opened the floor for discussion and posed a question to Mr. Wagoner: “If the bid comes in cheaper than what we talked about?”

**Mr. Wagoner** replied, “My understanding is that we would all benefit at some equal amount...knock on wood...I am hoping, based on other projects, that it will. If some total of the share we are looking at came in, and you apply the same formulas...it’s not a max or at a minimum, that 70% would drop.”

**Mayor Aswell** explained, “I just want to make sure that Dan River wouldn’t use that overage to apply to the (water) line from County Home Road to the college down there.”

“No,” **Mr. Wagoner** said. “I think that if it came in lower, we were thinking that we are putting up this amount, we should benefit, and at the same time, if it went over, I think they (Dan River Water) were thinking, ‘We don’t want to have to do this project,’ and the County may have to step up and make up the difference.”

**Mr. Baggett, Town Attorney**, added, “The contractor requires that two parts be accepted, so you would be able to see exactly what’s in there.”

**Mr. Wagoner** advised, “We’ll provide a progress report on the project, when we get started. I will send it to the Administrator and keep you up to date.

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There was no further discussion, and **Mayor Aswell** called for a vote. All voted in favor and the motion carried.

**Article VIII. PUBLIC COMMENTS**

There were no public comments.

**Article IX. ANNOUNCEMENTS – Mayor Aswell** made the following announcements:

- **The next regular meeting of the Town of Wentworth Planning Board will be held on Tuesday, June 15<sup>th</sup>, 2010, at 7:00 p.m. in the Town Hall Council Chambers.**
- **The next regular meeting of the Wentworth Town Council will be held on Tuesday, July 6<sup>th</sup>, 2010, at 7:00 p.m. in the Town Hall Council Chambers.**
- **The Wentworth Ruritan Club will be having a Spaghetti Supper on Saturday, June 19<sup>th</sup>, from 5:00 – 7:00 p.m. at the National Guard Armory in Wentworth. No ticket required but donations are accepted.**

**Article X. CLOSED SESSION**

**Mayor Aswell** made a motion that council take a five-minute recess prior to going into Closed Session. **Councilman Paschal** seconded the motion. All voted in favor and the motion carried.

After the recess, **Mayor Aswell** brought the meeting back to order and made a motion that Council, “...*move into Closed Session to consider the terms of possible purchase of property per North Carolina General Statutes No.143-318.11(a)(5). Property is located at 8286 NC 87 next to the Town Hall and is under consideration for future expansion.*”

The motion was seconded by **Councilman Paschal** and **Mayor Pro Tem Belcher**. All voted in favor and the motion carried.

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*Note: Closed Session Minutes for this meeting are in a separate document.*

**Article XI. OPEN SESSION**

**Mayor Pro Tem Belcher** made a motion to, *“Return to Open Session.”* **Mayor Aswell** seconded the motion, noting, “Council is now in Open Session.”

**Mayor Aswell** asked for a motion to adjourn, but the **Town Clerk** asked if Council wanted to state for the Minutes, the motion that was made in Closed Session concerning the McCollum property.

**Town Attorney, Fred Baggett**, said it wasn’t necessary but that Council could do so if they wanted to.

**Mayor Aswell** advised, *“Let the Minutes show that Council voted to purchase the McCollum property at 8286 NC 87, next to the Town Hall, for the price of \$221,300.00, contingent on further investigation of the restricted covenants.”*

The motion was made by **Councilman Paschal** and seconded by **Councilwoman Conner**.

**Article XII. A D J O U R N**

**Mayor Pro Tem James Belcher** made a motion *“The meeting be adjourned.”* **Councilman Paschal** seconded the motion. All voted in favor.

**Respectfully Submitted By:** \_\_\_\_\_  
**Brenda Ward, Town Clerk**

**Approved By:** \_\_\_\_\_  
**Robert P. Aswell, Mayor**