



**CITY COUNCIL  
AGENDA  
September 8, 2020  
6:30 p.m.**

- 1. Opening of meeting by Mayor Steve Morris.**
- 2. Invocation by Mayor Steve Morris.**
- 3. Amendments and Changes to Agenda.**
- 4. Consent Agenda:**
  - A. Disposition of Minutes of the August 11, 2020 Regular Meeting.**
  - B. Tax Collector's Report. (See Pages 4-9)**

**Informational Items:**

  - 1.) Monthly Collection Report**
  - 2.) Uncollected Taxes as of August 31, 2020**

**Action Items:**

  - 1.) Refunds per County Assessor's Office.**
  - 2.) Discovery bills added to Tax Scroll.**
  - 3.) Releases per County Assessor's Office.**
- 5. Business by Planning Board.**
  - A. Set Public Hearings. (none)**
  - B. Hold Public Hearings: (none)**
  - C. Minutes from Various Boards. (none)**

**City Council Agenda  
September 8, 2020**

- 6. Consideration of sale of water tank lease agreement between City and Celco Partnership dba Verizon Wireless to SBA Site Management, LLC with a 50 year easement for \$409,400. (See Pages 10-15)**
- 7. Board Appointment- Consideration of appointment of Kristin Hudson to fill vacant seat on Historic Preservation Board. (See Page 16)**
- 8. Consideration of Resolution for a NC Governor's Highway Safety Program Grant in the amount of \$25,000. (See Page 17)**
- 9. Business by Visitors.**
- 10. Business by City Clerk.**
- 11. Business by City Manager.**
- 12. Business by City Attorney.**
- 13. Items of discussion by City Council Members.**
- 14. Business by Mayor.**
- 15. Adjournment.**

**Rockingham, NC**

**City Council Agenda**

**SUPPORT DOCUMENTS**



**UNCOLLECTED TAXES**

<b>YEAR</b>	<b>AMOUNT</b>	<b>Aug-20</b>
2020	2,716,166.49	
2019	15,334.10	
2018	9,791.36	
2017	8,855.13	
2016	7,057.60	
2015	7,525.48	
2014	7,442.57	
2013	8,821.76	
2012	6,621.68	
2011	6,258.94	
2010	5,461.12	
	2,716,166.49	Total Current Year
	83,169.74	Total Past Years
	2,799,336.23	Total All Years



CITY OF ROCKINGHAM  
MONTHLY RELEASES REGISTER  
AUGUST 31, 2020

DATE	ACCOUNT	NAME	EXPLANATION	YEAR	BILL #	VALUE	CITY TAX	CITY LATE	INTEREST	DVERTISIN	SP. ASSESS.	RELEASED
8/11/20	30648	SKYLINE BARBER SHOP	BUSINESS CLOSED/SOLD	2020	78	870	4.35					4.35
8/13/20	23432101	WELLS FARGO VENDOR FINANCIAL	CORRECT ASSESSED VALUE	2020	3233	796	4.62					4.62
8/13/20	109727101	SUPREME FILTER SERVICE INC	NO LONGER IN CITY LIMITS	2020	4901	90,768	526.45					526.45
8/19/20	6611301	RICHMOND CO BOARD OF COMMISSIONERS/SAMUEL GARCIA	CORRECT ASSESSED VALUE	2020	988	1,448,536	8401.51					8,401.51
8/19/20	84857201	SIMMONS, JESSE C	NO LONGER IN CITY LIMITS	2020	4238	790	4.58	0.46				5.04
8/19/20	25120104	MONTGOMERY CO PRIMARY CARE	NO LONGER IN CITY LIMITS	2020	3337	76,351	442.84					442.84
8/19/20	7665302	HARRELL, SAMPSON & LIZZIE	HOUSE BURNED OCT 2019	2020	1323	16,259	94.30					94.30
8/25/20	12821304	BLAYTON, DAVID C	RELEASE BALANCE OWED UNDER \$1	2020	2350		0.09					0.09
8/27/20	21769101	MINUTE KEY INC	RELEASE BALANCE OWED UNDER \$1	2019	3072				0.30			0.30
												0.00
												0.00
		TOTALS				1,634,370	9,478.74	0.46	0.30	0.00	0.00	9,479.50

CITY OF ROCKINGHAM  
MONTHLY REFUNDS REGISTER  
AUGUST 31, 2020

DATE	ACCOUNT	NAME	EXPLANATION	YEAR	AMOUNT	LATE LIST	TAGS	INTEREST	REFUNDED	CHECK #
8/3/20	24801528	ALLEN, ANDREW	VEH TAX REFUND	2020			3.71		3.71	76927
8/3/20	50430147	GLANZEL, EILEEN	VEH TAX REFUND	2020			6.76		6.76	76943
8/3/20	48686990	JEFFERSON, ANTONIO	VEH TAX REFUND	2020			3.39		3.39	76948
8/3/20	40972410	REYNOLDS, AMBER P	VEH TAX REFUND	2020			21.73		21.73	76964
8/26/20	49762861	TERRY, BLANQUINTON	VEH TAX REFUND	2020			28.72		28.72	77121
									0.00	
									0.00	
									0.00	
									0.00	
									0.00	
									0.00	
									0.00	
									0.00	
									0.00	
									0.00	
									0.00	
		TOTALS			\$0.00	\$0.00	\$64.31	\$0.00	\$64.31	





CITY OF ROCKINGHAM  
 PAYMENT REVERSAL REGISTER  
 AUGUST 31, 2020

DATE	ACCOUNT	NAME	EXPLANATION	YEAR	REVERSE PMT AMOUNT	REVERSE RELEASE LATE LIST	REVERSE INTEREST	REVERSE ADVERTISING	TOTAL REVERSAL
8/3/20	10667304	STEPHENS, WADE	REV PMT TO POST TO CORRECT ACCT	2020	588.84				588.84
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
		TOTALS			\$588.84	0.00	0.00	0.00	\$588.84

## MEMORANDUM

To: Mayor Steve Morris and City Council Members

From: John R. Massey, Jr., Assistant City Manager

Date: August 28, 2020

Re: Sale of Verizon Water Tank Lease to SBA Site Management, LLC for \$409,400

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In January 2019, the City Council approved a lease agreement with Cellco Partnership (d/b/a Verizon Wireless) to locate telecommunication equipment on the City's water tank beside the police department. The initial lease term is five years and automatically renews for four additional five-year terms unless the lessee opts out after any five-year term. The total value for the lease agreement from date of commencement (July 1, 2020) assuming the agreement lasts the full term (25 years) is \$714,296.70.

As the City Council may recall, there is a market for telecommunication lease agreements. The City has previously sold two similar agreements to generate immediate capital for City projects (ie. DPK building purchase and Patton's). The sale of these leases is advantageous to the City for several reasons. The sale generates an immediate lump sum of cash for the City that can be put toward a large project as opposed to having lease payments trickle in over a 25-year period; and the buyer of the lease agreement assumes the risk of the lessee opting out prior to the end of the agreement – only the first five-year period is guaranteed.

With assistance from a firm that specializes in finding buyers for telecommunication lease agreements – Cell At Auction, LLC, the City has received eight offers to purchase the Cellco Partnership lease agreement. The highest/best offer is from SBA Site Management with an amount of \$409,000. The offer also includes the purchase of a 50-year easement on the City's water tank for future collocations with a 65 percent revenue share to the City. A copy of the letter of intent from SBA Site Management is attached for your reference.

City staff recommends the City Council authorize the sale of the lease agreement as proposed by SBA Site Management. If approved, City staff recommends the funds be allocated to continue ongoing downtown revitalization efforts – specifically the needed floor repairs to the former Food King building.



August 11, 2020

**\*\*Via Email\*\***

The City of Rockingham, North Carolina  
A Municipal Corporation  
514 Rockingham Road  
Rockingham, NC 28379  
Attn: John Massey

**RE: Letter of Intent (the "Letter") Regarding Proposed Telecommunications Site Easement Agreement**

Dear Mr. Massey:

This Letter outlines the essential features of a proposed agreement between The City of Rockingham, North Carolina A Municipal Corporation ("Grantor"), and SBA Site Management, LLC, or an affiliated entity ("Grantee").

Subject to the preparation, execution and performance of a definitive agreement for purchase of easement (the "Agreement"), containing the mutual covenants and agreements of both parties and such other terms, conditions, covenants or representations and warranties as either party in good faith may require, we propose in principle a transaction on the following general terms:

**TERMS OF TRANSACTION**

Purchase Price and

Method of Payment:

Four Hundred Nine Thousand Four Hundred and 00/100 Dollars (\$409,400) paid in cash at closing.

Site Easement  
Agreement:

At Closing the parties shall enter into a fifty (50) year easement agreement (the "Easement") allowing Grantee the exclusive use of a portion of the property for the installation, removal, operation and maintenance of multiple radio and telecommunication systems, video systems and any other communication systems (the "Systems") at the building located at 119 South Lawrence Street, Rockingham, NC 28379 (the "Property"). Additionally, at closing, Grantor shall assign all agreements ("Tenant Leases") that grant the right to any Systems located at the Property, and commencing on the closing day any rental payments made thereunder shall no longer be paid to Grantor, but shall be paid directly to Grantee.

Revenue Share: Grantor shall receive sixty-five percent (65%) of the gross rent collected by Grantee from any additional tenants installed on the site, commencing with the first dollar provided Grantee continues to receive the amount of rent transferred at closing (the "Annual Net Revenue") equal to Twenty Three Thousand Four Hundred and 00/100 Dollars (\$23,400) which shall increase in accordance with the escalations and amendments associated with the Tenant Leases purchased at closing.

Closing: The later to occur of: (i) Forty-Five (45) days from that date that Grantor and Grantee execute the Agreement, or (ii) Sixty (60) days after Grantor's notice of this proposed transaction is received by Verizon Wireless without Verizon Wireless' exercise of its Right of First Refusal, or (iii) following Grantor's receipt of notice from Verizon Wireless stating it will not exercise its Right of First Refusal

Noncompetition: During the term of the Easement, Grantor shall not lease space to third parties or telecommunications providers on the Property for telecommunications purposes.

Grantee and Grantor will each pay their own attorney's fees and expenses and other expenses related to the transactions contemplated hereunder. Grantor shall pay all applicable Transfer Taxes due at closing. Other than Cell at Auction who shall be compensated by Grantor at closing, there are no broker/finder fees associated with this transaction.

#### CONDITIONS PRECEDENT TO CLOSING

The consummation of the transactions will be subject to, among other things, the following conditions, unless waived:

(a) Execution and delivery of the Agreement and all other documents and instruments contemplated thereby;

(b) Satisfactory due diligence investigation by Grantee, and its agents, as determined in Grantee's sole discretion, of the financial, operating and business affairs and prospects of the Property;

(c) The receipt of all approvals to the consummation of the transaction from all governmental and regulatory agencies, landlords, mortgagees, secured parties or other third parties deemed reasonably necessary by Grantee including but not limited to satisfactory non-disturbance agreements from any holders of any superior mortgages or other liens affecting the property;

(d) The absence of any pending or threatened litigation which, in the opinion of Grantee has or could have any material adverse effect on the consummation of the transactions contemplated hereby and/or the enjoyment of the benefits thereof; and



(e) The aggregate Annual Net Revenue generated from the Tenant Leases transferred to Grantee as of the Closing Date shall be at least \$23,400 as scheduled on Exhibit A. If the Annual Net Revenue at Closing is less than \$23,400 then the purchase price shall be reduced by the amount the Annual Net Revenue at Closing is less than \$23,400 multiplied by 17.5.

### OPERATIVE PROVISIONS

In consideration of the foregoing, while this Letter is in effect:

(a) Except with the prior written consent of Grantee, neither the Grantor, nor any officer, director or any representative thereof, shall solicit, authorize the solicitation of, enter into or authorize any discussions with any third party concerning, or furnish or authorize the furnishing of any confidential information relating to the Property to any third party for the purpose of studying, considering, soliciting or inducing, any offer or possible offer by any such third party or any other third party to enter into any similar agreement concerning the Property;

(b) From the date of execution of the Agreement (and thereafter as may be provided in the Agreement), Grantor shall permit Grantee, and its authorized representatives reasonable access during regular business hours to the Property;

(c) All information furnished to Grantee under this Letter shall be treated as confidential and Grantee shall take normal and reasonable precautions to preserve the confidentiality of such information until the Closing and, if this Letter is terminated, Grantee shall return all documents and other materials containing, reflecting and referring to such information and shall take normal and reasonable precautions to preserve the confidentiality of such information. Grantee's obligations hereunder shall not apply to any information which: (i) was already in its possession prior to the disclosure thereof by Grantor, (ii) was then generally known to the public, (iii) became known to the public through no fault of Grantee or any of its agents or representatives, or (iv) was disclosed to Grantee by a third party unaffiliated with Grantee who was not known by Grantee to be bound by an obligation of confidentiality to Grantor.

This Letter is not intended as a contract, but merely as a statement of the intentions and undertaking of the parties. The transaction will be binding upon the parties only in accordance with the terms contained in the Agreement if, as, and when such Agreement has been duly authorized and executed by the parties. Notwithstanding the foregoing and in consideration of the time, effort and expense to be incurred by Grantee in connection with the conduct of its due diligence review and the preparation and negotiation of the definitive documents, all of the paragraphs of the "Operative Provisions" sections hereof shall constitute a binding and continuing agreement between the parties.

In consideration of the expenses that Grantee has incurred and will incur in connection with the transaction contemplated by this Letter, Grantor agrees that until such time as this LOI has terminated (such period, the "Exclusivity Period"), the Grantor will not, and Grantor agrees to cause their respective subsidiaries, affiliates, members, investors, managers, representatives, directors, officers, agents or employees not to, directly or indirectly, initiate, solicit, offer, entertain, accept, discuss, encourage, participate in any discussions or negotiations with, or provide any information to, any person or entity,



other than Grantee and its officers, employees, representatives and agents concerning any proposal or agreement with respect to the transactions contemplated by this Letter or any other transaction that would be reasonably construed as an alternative to the transactions contemplated by this Letter. During the Exclusivity Period, Grantor hereby agrees that Grantee will have the exclusive right to negotiate and enter into the Agreement. Grantor agrees to notify Grantee immediately if Grantor receives any indications of interest, request for information, offer or any other communication regarding any Assets that are the subject of this Letter and will communicate to Grantee in reasonable detail the terms of any such indication, request or offer, and will provide Grantee with copies of all written communications relating to any such indication, request or offer. Immediately upon execution of this Letter, Grantor shall terminate any and all existing discussions or negotiations with any person or group of persons other than Grantee regarding this or any similar transaction concerning the Assets. Grantor represents that it is not bound by any agreement with respect to a transaction involving the assets other than under this Letter.

Neither Grantor nor Grantee may assign this Letter or any rights or obligations hereunder to any third party without the written consent of the other. This Letter will automatically terminate and be of no further force and effect upon the earlier of (i) mutual agreement of Grantor and Grantee; or (ii) ninety (90) days from Grantor's acceptance date if no Agreement is reached between the parties. Notwithstanding anything in the previous sentence, the "Operative Provisions" shall survive the termination of this Letter and the termination of this Letter shall not affect any rights any party hereto has with respect to the breach of this Letter by another party hereto prior to such termination.

If the foregoing correctly expresses our understanding, please so indicate by signing and dating the enclosed copy of this letter at the bottom and returning it to the undersigned.

Very truly yours,  
SBA SITE MANAGEMENT, LLC



Marcos Pinares  
Analyst II, Mergers and Acquisitions.

Agreed and accepted this \_\_\_\_\_ day of August 2020.

GRANTOR: The City of Rockingham, North Carolina

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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



Exhibit A

“Annual Net Revenue”

<b>Tenant Name</b>	<b>Annual Rent</b>
Verizon	\$23,400



## MEMORANDUM

To: Mayor Steve Morris and City Council Members

From: John R. Massey, Jr., Assistant City Manager

Date: August 31, 2020

Re: Board Appointment

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The City's Historic Preservation Board currently has two vacant seats. Kristin Hudson, who resides at 913 Ann Street, (in the Historic District) has expressed an interest in serving on the Board. City staff recommends the City Council appoint Mrs. Hudson to fill one of the vacant seats on the Board.



North Carolina Governor's Highway Safety Program  
**LOCAL GOVERNMENTAL RESOLUTION**

WHEREAS, the Rockingham Police Department (herein called the "Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that City of Rockingham (The Governing Body of the Agency) (herein called the "Governing Body") has thoroughly considered the problem

identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE City of Rockingham (Governing Body) IN OPEN

MEETING ASSEMBLED IN THE CITY OF Rockingham, NORTH CAROLINA,

THIS 8th DAY OF September, 20 20, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Chief Billy Kelly (Name and Title of Representative) is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ \$25,000 (Federal Dollar Request) to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 0 (Local Cash Appropriation) as required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by \_\_\_\_\_ (Chairperson/Mayor)

ATTESTED BY \_\_\_\_\_ (Clerk)

SEAL

DATE \_\_\_\_\_

**DEPARTMENTAL  
ACTIVITY REPORTS  
for  
COUNCIL'S INFORMATION**



W.D. Kelly, Chief of Police

To: Monty Crump

*W.D.K.*  
From: W. D. Kelly  
Chief of Police

Date: September 1, 2020  
Ref: August Activity Report

On behalf of the Rockingham Police Department, I am pleased to submit this report for your consideration. The following activities have been undertaken by officers of the Rockingham Police Department.

**Total Calls for the Month:** 1556  
**Public Service Calls - INCLUDES** 574  
*(Alarms, Unlocks and Battery Boosts)*

**Charges Generating Arrest:**

<b>Felonies:</b>	<u>50</u>
<b>Misdemeanors:</b>	<u>54</u>
<b>Drug Violations:</b>	<u>12</u>
<b>Juvenile:</b>	<u>01</u>
<b>Warrants Served:</b>	<u>81</u>
<b>Citations:</b>	<u>20</u>

**Accidents Reported/Investigated:**

<b>Property Damage only:</b>	<u>50</u>
<b>Personal Injury:</b>	<u>04</u>

<b>Officer Hours Spent in Court:</b>	<u>3</u>
<b>Officer Training Hours Logged</b>	<u>180</u>





FIRE CHIEF  
HAROLD ISLER  
ADMIN. ASST.  
KRISTY PLAYER

## August

We are pleased to submit the monthly fire report on the activities undertaken by the Rockingham Fire Department during the month of August 2020.

Total Alarms:	<u>45</u>	In Town:	<u>45</u>	Out of Town:	<u>0</u>
Turn In Alarms:	<u>0</u>	Silent Alarms:	<u>45</u>	Structure fire:	<u>2</u>
Wrecks:	<u>15</u>	Alarm Malf:	<u>11</u>	Good Intent:	<u>3</u>
Service Call:	<u>5</u>	Assist Police:	<u>1</u>	Trash/outside fire:	<u>1</u>
Power line down:	<u>0</u>	Assist Ems:	<u>0</u>	Unauthorized burn:	<u>0</u>
Smoke scare:	<u>0</u>	Building Collaspe:	<u>1</u>	Vehicle fire:	<u>0</u>
Electrical:	<u>3</u>	Cooking:	<u>1</u>	Gas Leak:	<u>2</u>

### Hours Spent on Calls: 8 hours 26 minutes

Total Property Exposed to Fire:	<u>\$471,000.00</u>
Total Property Damaged by Fire:	<u><u>\$20,500.00</u></u>
Total Property Saved:	<u><u>\$450,500.00</u></u>

During the month of August members of the fire department averaged 33 training hours per person; part-paid members averaged 9 hours per person for the month.

Respectfully Submitted,

Harold Isler  
Fire Chief