

**CITY OF LAURINBURG
CITY COUNCIL MEETING
AUGUST 26, 2025
CITY HALL AND POLICE DEPARTMENT
303 WEST CHURCH ST.
6:00 PM**

Minutes

1. CALL TO ORDER

The City Council of the City of Laurinburg held its regular meeting on Tuesday, August 26, 2025, in the Council Chambers of the City Hall and Police Department at 6:00 p.m. with the Honorable James T. Willis, Mayor, presiding. The following Councilmembers were present: Mary Jo Adams, Mary Evans, Rosemary Rainer, Barbara Rogers, and Andrew G. Williamson, Jr.

Also present were Charles D. Nichols III, City Manager; William P. Floyd, Jr., City Attorney; Harold W. Haywood, Administrative Services Director / City Clerk; Amanda Futrell, Deputy City Clerk / Contracts Administrator.

Mayor Willis called the meeting to order at 6:01 p.m. Councilmember Rogers gave the Invocation and led the Pledge of Allegiance.

2. APPROVAL OF AGENDA

The City Manager noted that an additional purpose was added for the Closed Session, to include discussion pursuant to NCGS 143-318.11(a)(3) to consult with the City Attorney, and NCGS 143-318.11(a)(5) to discuss potential real property acquisition. He also stated that he would provide an update in Item 5F, the Fueling Facility MOU with the County, as well.

Councilmember Adams moved to approve the agenda with the additions. Councilmember Rainer seconded the motion, and the vote was unanimous.

3. PUBLIC COMMENT PERIOD

Tawanda Leak, of 617 Smith Street, addressed Council regarding a property she recently purchased that she is looking to rezone from Residential-6 to General Business. She stated that the property is located at 218 McGirts Bridge Road, across from the Laurinburg Institute. The City Manager explained that the rezoning application must go through Community Development and be voted on by

the Planning Board, before being considered by Council for final approval. Councilmember Rogers asked if Ms. Leak had any other questions about the rezoning process. Ms. Leak asked if this type of rezoning is possible. Mayor Willis stated that it may be possible with two options: a zoning change or a conditional use permit. The City Manager stated that it would have to be reviewed, and that spot zoning is not allowed.

4. CONSENT AGENDA

Mayor Pro Tem Evans asked to clarify the fees stated on the applications for the use of McDuffie Square for the Annual Fund Run and the Live Like Madison event. She asked why the Fund Run is \$100 per day while the Live Like Madison fee is \$175 per day. Community Development Director, Mr. Walker McCoy, was present to clarify that the application may have been duplicated, and the price not updated. The City Manager stated that there would remain a constant fee of \$175 per day for both events.

Mayor Willis read aloud the Consent Agenda:

- a. Consider the approval of the draft minutes for the July 22, 2025, Regular Meeting.
- b. Consider the application to use McDuffie Square by the Scotland County Area Relay for Life for the Annual Scotland County Relay for Life Event, to be held on September 26, 2025, from 12:00 p.m. until 11:00 p.m.
- c. Consider the application to use McDuffie Square and closure of applicable streets by the Scotland Memorial Foundation for the 21st Annual Fund Run followed by Fund Fest, to be held on April 25, 2026, from 5:00 a.m. until 4:00 p.m.
- d. Consider the application to use McDuffie Square and closure of applicable streets by the Live Like Madison organization for the Childhood Cancer Awareness 5k/ Fun Run & Walk / Food Trucks to be held December 13, 2025, from 8:00 a.m. until 10:00 p.m.

Mayor Pro Tem Evans moved to approve the Consent Agenda. Councilmember Rainer moved to second the motion, and the vote was as follows:

Ayes - Adams, Evans, Rainer, Rogers, Williamson

Nays - None

5. CITY MANAGER REPORTS

a. Scotland County Water Agreement update and discussion.

The City Manager stated that Mr. Chuck Willis was present to discuss the process of updating the Scotland County Water Agreement, which had been in place for 30 years beginning on November 6th, 1995. He explained that adjustments were needed for clarification and modern terminology, like differentiating between "Fiscal Year" versus "Year." He stated that the County was provided with a Notice of Termination of the Interlocal Water Agreement on June 24, 2024, giving them ample notice of the agreement's end date.

The City Manager stated that he spoke with the County Manager regarding the new agreement updates, and that she had the draft in hand. He stated that he had also spoken with the City Attorney, who wants to review the draft agreement before Council's final approval, and that he is also seeking discussion and feedback from the County Commissioners since multiple options are available. He stated that, currently, the City performs all billing, collections, and operational duties while also selling the water to the County. He explained that the County has the option to continue purchasing water from the City and handle billing and collections in-house or pursue an alternative arrangement. The City Manager stated that the goal is for the costs to be associated with actual costs, not fixed costs like they have been for the past 30 years, because the costs to bill, collect, maintain, and perform other operational tasks have increased over that time period.

Mr. Willis stated that the draft of the agreement before Council was scanned in for strike through and underlining updates. He stated that the intention is to clean up the agreement and make it mutually equitable for both parties by ensuring fair shared costs for both the City and the County. He stated that the agreement had been controversial among staff in recent years because they do a lot of the work to keep up with it, explaining that this includes spending a lot more time and money looking after the County's facilities than they pay for.

Mr. Willis stated that the City Manager asked him to speak on the agreement, due to his experience with the water systems, and stated that he had a few suggestions for the agreement. He explained that when he spoke with staff, he discovered that the City's billing systems and time management and tracking systems are very good. He commended the City for accounting for all water system jobs using a City-specific or County-specific job code. He explained further with an example — a leak on the County line is labeled a County project, making it easier for the Finance Department to track how much time and money was spent in a calendar year on looking after the County's assets, as opposed to

the City's assets. Mr. Willis explained that they can then use that number as a basis for generating an invoice that the County pays on a monthly basis, which will account for repair costs. He stated that this helps when simplifying the updated agreement, stating that all costs associated with operating the County system will be paid for by the County. He stated that, currently, the City only charges the County a few thousand dollars per year and approximately \$2.50 per customer, while performing five times the amount of work annually, and if the County does not want the City to serve as their operator, they have the option to hire someone else.

Mayor Pro Tem Evans asked if there will be a fixed number associated with the new agreement, or if it will be based on actual cost. The City Manager replied that there will be an actual cost associated with the new agreement. Mr. Willis stated that the County pays for the water that is purchased, but all other costs will be based on what Laurinburg must do to maintain the system.

Mayor Willis asked how the Airport water system ties into the new agreement. Mr. Willis stated that the Airport water system is separate from the City and County systems. He explained that the County has five water districts, of which one of the districts purchases water from the Airport, which is an important source of revenue for the Airport. He added that the majority of the water they use is purchased from Laurinburg.

Mayor Willis asked if the new Turnpike line being built would receive water from the City or from the Airbase. Mr. Willis stated that the water would come from the Airbase. He also stated that it illustrates the type of projects the County wants to pursue, and the drafted agreement preserves those options, such as purchasing water from the Airbase or developing a water system. He explained that there is a provision in the agreement that the City would not terminate the sale of water to the County too quickly because it takes a while to develop a water supply system, and they have an obligation under their funding package to ensure they can get water.

Mayor Willis referenced a conversation he recently had with an acquaintance living in Scotland County, in which the resident presented his water bill that listed both the County and the City on it. He asked the City Manager if having both names on the bill would be remedied. The City Manager stated that the County does none of the billing and collecting and that the City now has two utility bill printing and mailing providers to create positive redundancies within the process. Mayor Willis asked if the City logo was still on County water bills. The City Manager stated he was not certain if it was or not. Mayor Willis asked if the new agreement would address this issue. The City Manager stated that it can, but there should not be too much confusion with both logos listed if residents are still calling the City with billing inquiries. He added that this is the case if the County

moves forward with the interlocal agreement. He stated that, however, if the County wishes to sign only a water purchase agreement, then all resident inquiries would go to the County instead of the City. Mr. Willis stated that the County does not have a water staff, so the City serves as the staff currently.

Mayor Pro Tem Evans asked if there was any need to change the billing envelope. Mr. Willis stated that if the City wishes to rebrand the envelopes to make them easier to understand, that is a possibility but is not a part of the agreement.

Councilmember Adams asked how it would impact the City if the County chose not to purchase its water. Mr. Willis stated that there would be no negative impact. The City Manager stated that the termination clause is only in the agreement to protect the County from losing their water source, and that the City would not be impacted.

The City Manager stated that after sending the County Manager the letter in June 2024, the City has been continuously reviewing the existing agreement with Mr. Willis and the City Attorney. He stated that the primary goal for the City was to ensure that actual costs were paid going forward.

Councilmember Rogers asked if the inaccuracies marked out in the agreement edits were due to an updated, more accurate meter system being used. Mr. Willis explained that there are templates used to draft these interlocal agreements with language developed by the American Water Works Association and other organizations, years ago, related to the accuracy of meters. He stated that this language assumed a meter could simply be taken out of the ground and tested, which is true of residential meters but not for industrial or commercial meters that are too large. He explained that the City and County meters cannot be removed or calibrated and explained that the agreement states that the meter reading must be within 2% and that the County can force the City to remove the large meters for testing. He warned that that would be a costly project, so the language must be changed to make it more appropriate.

Mr. Willis stated that the industry standard for bulk water sales, if the numbers aren't matching up, calls for the meter to be serviced to find the issue and replace it if needed. He stated that it is not like a residential water meter that is routinely checked. The City Manager stated that it maintains that the County is charged the in-City commercial rate, which changes as Council wishes, and is getting the bulk water rate for commercial use in the City, assuring that most out-of-City and out-of-County rates are practically double. Mr. Willis reiterated the City Manager's comment, stating that the County receives the best available rate at which to purchase water.

Mr. Willis stated that when the City commissioned a rate study as part of the asset inventory and assessment program over the last couple of years, the consultant was targeting the actual cost of producing water, not additional expenses associated with it. He explained that most of the other items, some similar to this, that were struck through are inaccurate definitions or verbiage, stating that some things referred to as maintenance are actually repairs or operations. Mr. Willis stated that the revised agreement will ensure that the County will be paying for all the costs associated with their system.

Mr. Willis stated that the updated agreement length is currently set at 10 years but can be five years if Council prefers a shorter term. He explained that the biggest problem with the previous language was that it was unclear with either outdated or unexplained terminology, so the goal is to make it clean and simple now for no confusion in the future. He concluded that the City Attorney and County Commissioners will still need to review and revise the agreement.

Mayor Willis asked if it was common throughout the state for municipalities to sell water to counties. Mr. Willis confirmed that it is very common for them to do so and further explained that it is very common for one water system to sell to another, and for multiple water systems to have reciprocal agreements to sell water to each other.

- b. Consider a short-term lease agreement with Verizon Wireless to lease property at 11280 Purcell Road for a temporary communications facility.

Mr. Willis remained at the podium to answer any potential questions regarding the upcoming elevated storage tank projects associated with the Verizon Wireless temporary communications facility.

The City Manager stated that the providers associated with the 401 South Tank are Verizon Wireless, T-Mobile, and AT&T. He stated that this is a short-term lease to allow Verizon to erect a temporary structure behind the south substation. He explained that each of these providers currently pays a monthly fee to the City, so there will be no additional costs associated with this lease. The City Manager stated that the Fire Chief, Wastewater Treatment Department, and Mr. Chuck Willis are all on board with the project and said that Verizon wanted approval in writing before moving forward with the project.

Councilmember Rainer moved to approve a short-term lease agreement with Verizon Wireless to lease property at 11280 Purcell Road for a temporary communications facility, as presented. Mayor Pro Tem Evans seconded the motion. The vote was unanimous.

- c. Consider the bids received from the electronic auction of the Sanford Building and award to the highest responsive, responsible bidder or reject all bids.

The City Manager explained that the Sanford Building, at 203 Atkinson Street, was acquired by the City from Richmond Community College years ago when the County acquired the old Post Office, and it was previously utilized by the Police Department as an evidence storage building for many years. He further explained that, once the Sanford Building was no longer used for evidence storage, the City began using it as a temporary City Hall while the current location was under construction, prior to the local Smart Start non-profit's lease of it. The City Manager referenced the potential upcoming expenses associated with the Sanford Building, such as the roof and HVAC, and stated that the City has renegotiated a lease extension for Smart Start, in order to protect them. He explained that the cost does not justify the rental income the City has, because when the City owns a property, no property taxes are collected for the City and the County on that property. He stated that Iron Horse felt good about the bid and the City was hoping to draw between \$200,000 to \$250,000 from it, due to the signed 10-year lease. The City Manager stated that there were 38 registered bidders from various states and backgrounds, including North Carolina, Georgia, Alabama, New York, and an NFL Superbowl Champion, but the highest bid to be considered for approval by Council was \$132,000.

The City Manager stated that there have been discussions surrounding whether the City wanted to keep ownership of the property, which would be a more pressing topic if the structure had significant historical value to it. He stated that the Smart Start is still located in the building and the 10-year lease at \$2,300 a month will transfer with them in the sales contract with the high bidder.

Councilmember Williamson asked who the highest bidder was. The City Manager stated that they are a well-known investor located in Charlotte, with roots in Robeson County.

Councilmember Rogers asked if there was any access to communication with the bidder to ensure there would be no breach of contract, with the clause stating that the purchaser will stay in the property, to ensure that the City is going into partnership with people that are amicable, communicative, and will not leave the property vacant. The City Manager stated that the property would be privately owned, relinquishing City ownership and control once purchased and relieving the City of costs associated with its repairs.

Mayor Pro Tem Evans moved to approve the bids received from the electronic auction of the Sanford Building and award to the highest responsive, responsible bidder, as presented. Councilmember Williamson seconded the motion. The vote was unanimous.

d. McDuffie Square Depot & Stage Project update and discussion.

The City Manager explained that the proposed blueprints presented to Council are for further improvements to McDuffie Square. He stated that he found old pictures of the Laurinburg depot across from the current Southern Railroad building, with the old-style curved roofs, and that the goal is for the new structure to look and feel like that historic Laurinburg depot. He explained that it would be utilized for downtown events and would provide a space with restrooms, a potential concession area, a storage room, and some open-air features as well to host farmers markets and other events.

The City Manager stated that the blueprints contain a potential stage that would mimic the style of, and pay homage to, the old historic Laurinburg depot as well. He explained that there would be a rail car behind the stage, which was confirmed to be donated after conversations with Dixie Guana and Gulf & Ohio. He stated that rail cars are typically 50 feet long, but this one would need to be 30 feet long, so it would have to be cut down. He further detailed that the back of the stage would be the rail car with sliding doors on both sides and a shelter in front of it that would extend over an open stage. He stated that the permanent stage in the original plans for this project, from about 10 or 11 years ago, was for the stage to be at about a 45-degree angle at Gill Street and Railroad Street, overlooking the grass area.

The City Manager clarified that there is no estimated cost yet and would like Council's approval of the overall design before calculating the potential cost. He added that the City does have \$250,000 currently budgeted for these improvements and is still consistently pursuing grant funding for this project. Councilmember Adams inquired about the electrical outlets that will be available for food trucks and other amenities once the stage is moved. The City Manager stated that there are black bollards with electrical outlets that have been added where the house used to be, and that any electrical changes that will need to be made will be factored into the cost estimate.

Mayor Willis asked if the project would be located where the EV Charging station is. The City Manager stated that that is currently undetermined and that he is looking at that area for the Depot but doesn't want to lose or damage any of the trees, so it may be built on the stretch of land next to where the house was. He explained that once the necessary sizing is finalized, the layout will be confirmed. He stated that he is comfortable with where the stage will be located and which way it will face, and that he just needs to determine the location of the depot, which will either face Railroad Street or Gill Street. He explained that he just does not want to lose the

oak trees by Railroad Street. Mayor Willis praised the City Manager and everyone involved in the planning of this project for their hard work and dedication to developing the best version of this project and considering every possible obstacle and scenario necessary, even the sun's location later in the day throughout the year.

The City Manager asked Council if they had any ideas or tweaks as to how the depot and stage might look, keeping in mind the goal of maintaining the integrity of the original historic Laurinburg depot architecture. Councilmember Williamson stated that the project looks great thus far and asked what the status of the metallic entrance sign is for McDuffie Square. The City Manager stated that there are two poles in place for the sign and once it is installed, there will be a grand opening event. Mayor Willis stated that he is very proud of what the City Manager has done for McDuffie Square and announced that Gulf & Ohio will also be donating a bench made from train wheels.

Councilmember Rainer asked if there would be three stalls for the men and three stalls for the women in the depot bathrooms. The City Manager confirmed there will be, along with a storage room, a private green room for the bands that perform during the events, and a potential meeting room.

- e. Discussion of the proposed "Community Pour Back" program to provide financial support to non-profits and other established organizations.

The City Manager stated that both himself and the Council were directed at the previous meeting to research background information for the Community Pour Back proposal presented by Councilmember Rogers. He stated that the City Attorney discovered, and sent to Council, information from the UNC School of Government regarding regulations and guidelines for local governments in terms of providing financial support to non-profits. He stated that this research was in regard to non-profits that perform any service that a municipality or local government could provide to the community. He stated that, based on their findings, if the organization does not perform that service, it could be contracted out or the local government could contribute funds toward that group, like the Chamber of Commerce.

The City Attorney stated that, in the handout written by Professor Bluestein, there are three summary points that are important: (1) A local government has the authority to contract with and provide financial or in-kind assistance to any private organization to carry out any function for which the local government has authority to appropriate funds, and that any function to which the local government has authority to appropriate funds is the definition of a public purpose; (2) A general or non-profit that receives funds from a local government is not subject to the rules

that govern a public agency, but the public agency may require the non-profit to comply with certain accountability and other requirements as a condition of receiving the funds; (3) A faith-based organization that receives public funds or property may not use them for a religious purpose.

Mayor Pro Tem Evans moved to approve the Community Pour Back program and stated that, as the City receives from the citizens, the citizens should receive from the City. Mayor Willis asked to confirm that the current details available to Council would be the framework for the program, and it was confirmed as such.

Councilmember Adams voiced concern that she was still awaiting the details for the application process and asked how that process would work, stating that only five non-profits, out of approximately 50 to 100 non-profits in the area, would be able to receive funding from the \$10,000 allocated for the program each year. She stated that, in that case, the program would have to provide to only city-centered non-profits. She posed an alternative with the example scenario involving citizens that address Council every month regarding their utility bills, stating that there is not an avenue for the City to assist these residents with their payments. She further explained that there are church community services that, during COVID, had savings they used to provide once-a-year utility payment assistance to citizens, upon submitting an application. Councilmember Adams proposed funneling the \$10,000 allotted for the potential Community Pour Back program into Church and Community Services, specifically for City residents who use City utilities, as they already have a process in place for receiving and screening applications.

Councilmember Rogers stated that, if the City was in the business of providing Church and Community Services with those funds to carry out that amenity, there would have been discussion about it prior to this proposal. She stated that the goal of this program is for smaller entities that are servicing people within city limits, allowing for help to organizations that do not receive as much funding and assistance due to their size and lack of national recognition. She stated that the application process and collection mechanics would be similar to that of the zoning application submissions and screening process, with various Board members potentially interviewing applicants in an ongoing process throughout the year, to avoid overwhelming or burdening City staff with additional tasks. She stated that a motion could be made with a future amendment stating that an application will not be available to the public until a decision has been made regarding the contents of the application, and that the process could be as transparent as possible with no repeat recipients.

Councilmember Adams reiterated that her viewpoint stems from an unease about using taxpayer dollars for this program. Councilmember Rogers stated she wants to be intentional about how that money is spent, ensuring that this is a reputable

application process for qualified applicants that can prove they are serving the City's constituents. Councilmember Adams stated that the people paying property taxes may not approve and stated that a similar program was formed by the County in prior years, which had negative economic impacts. She also stated that, according to the information the City Attorney read off from Professor Bluestein's excerpt, no member of the Council, Board, or Committee for this program would be allowed to submit an application on behalf of an organization they are affiliated with.

Mayor Pro Tem Evans moved to approve the proposed "Community Pour Back" program to provide financial support to non-profits and other established organizations, as presented. Councilmember Rainer seconded the motion. The vote was as follows:

Ayes — Adams, Evans, Rainer, Rogers, Williamson
Nays — None

- f. Update on the proposed Memorandum of Understanding with Scotland County for the joint city-county fueling facility.

The City Manager stated that the proposed Memorandum of Understanding with Scotland County for the joint City-County fueling facility will be presented and discussed by the Commissioners at their upcoming meeting next Tuesday. He stated that the original MOU was approved by both Boards in 1998, but that neither side could find an executed copy. He stated that the City Attorney sent the revised MOU back to the County Commissioners in June and has since had two conversations with their Attorney. He stated that the County Attorney assured the City Attorney that it would be addressed at the next meeting. The City Manager confirmed that the County is still using the facility, but just needs the MOU remedied.

6. APPOINTMENTS

- a. Consider the appointment of a Planning Board member.

Mayor Willis entertained a motion for the appointment of a Planning Board member.

Councilmember Williamson moved to approve the appointment of Raymond Hyatt as a Planning Board member for a three-year term to expire on June 30, 2028. Councilmember Rainer seconded the motion. The vote was unanimous.

7. COMMENTS FROM MAYOR AND/OR COUNCILMEMBERS

Mayor Pro Tem Evans recognized and congratulated the staff for the celebration at the North Fire Station last week. She stated that the staff are well-qualified and well-organized in their training, hosting a diverse array of qualifications in fire and public safety, with the Heavy-Duty Rescue Certification. She thanked the Fire Chief for his hard work and leadership, and she recognized the new firefighters on board. Councilmember Adams reiterated from the prior meeting that the Sky High Expo Air Show will be the weekend of September 6th and 7th. She thanked the City Manager, everyone associated with the Airport, and the team in charge of planning and executing the Sky High Expo for their hard work.

Councilmember Adams also notified Council of two upcoming Council of Governments economic development events. She stated that on September 12th from 10:00 a.m. until 11:45 a.m., there will be a North Carolina Strategic Economic Development Plan event and that registration is handled by the School of Government. She explained that this will be an opportunity to share ideas, concerns, and priorities for the NC Comprehensive Strategic Economic Development Plan. She stated that the second event, an LRCOG Fall Economic Development Update Webinar, would be both online and in-person at the Council of Governments on September 18th from 10:00 a.m. until 11:30 a.m.

Councilmember Adams stated that, at a meeting she attended the other night, she was introduced to Mr. Walter L. Bowers Jr. of Governor Stein's office in Charlotte. She stated that he wishes to help the City and County in any way he can.

Councilmember Adams explained that she represented the City at the School System Convocation on Friday, as Mayor Willis and Mayor Pro Tem Evans were both unable to attend. She discovered that the theme for this year is "Why Not Us?" and stated that she is excited that the City was invited to participate.

Councilmember Adams stated that she attended a forum in the mountains of Asheville a couple of weeks ago and had the opportunity to tour the Town of Marshall. She stated that she learned that Marshall was one of the hardest hit by Hurricane Helene and met with folks from the Governor's Resiliency Office. She explained that they were very appreciative of Laurinburg's first responders, firefighters, and police that were sent to aid with recovery efforts during that time. She stated that the Town of Marshall offered the same effort in return, in the case of another natural disaster.

Mayor Willis stated that Councilmember Adams is on the Board of the North Carolina League of Municipalities and that they are writing an article about her. He stated that they visited to interview Councilmember Adams and spent quite a bit of time in Laurinburg during their visit.

8. CLOSED SESSION (Consult with City Attorney & Discuss Potential Acquisition of Real Property)

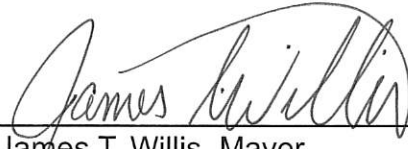
Councilmember Williamson moved to enter closed session at 7:10 p.m. pursuant to NCGS 143-318.11(a)(3) to consult with the City Attorney and NCGS 143318.11(a)(5) to discuss potential real property acquisition. Councilmember Rainer seconded the motion. The vote was unanimous.

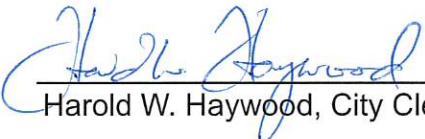
Councilmember Williamson moved to adjourn the closed session at 7:36 p.m. and return to the open meeting. Councilmember Rainer moved to second the motion. The vote was unanimous.

9. ADJOURNMENT

Motion was made by Councilmember Williamson, seconded by Councilmember Rainer, and unanimously carried to adjourn the meeting.

The meeting was adjourned at 7:36 p.m.


James T. Willis, Mayor


Harold W. Haywood, City Clerk

