ROCKY MOUNT, NC
THE CENTER OF IT ALL

ROCKY MOUNT CITY COUNCIL

COMMITTEE OF THE WHOLE MEETING

MONDAY, AUGUST 15, 2022

CITY COUNCIL
COMMITTEE OF THE WHOLE

MONDAY, AUGUST 15, 2022
5:00 PM

AGENDA

1. Update City Manager Search	Kenyatta Uzzell
2. Take Home Vehicles RMPD	Peter Varney
3. RMPD July Report	Robert Hassell
4. American Rescue Plan Public Engagement Plan	Peter Varney
5. MOA Regarding Scheduling Use of Booker T. Theater	Peter Varney

MEMORANDUM

ROCKY MOUNT
CITY MANAGER'S OFFICE
THE CENTER OF IT ALL

To: Mayor and City Council

From: Peter Varney, Interim City Manager

Date: 8/11/2022

Re: Polihire Update

Mr. Kenyatta Uzzle at Polihire will appear by Zoom at the Committee of the Whole meeting. He advises that he has seven applicants that he is vetting and can have the applications ready for you to review at the end of this month. He will be asking when you will be ready to interview the applicants that you select for interview.

The results of the survey that Polihire conducted in June are attached.

POLIHIRE.

Rocky Mount Community Survey

POLIHIRE conducted a survey of community members of the City of Rocky Mount, NC in June 2022. The survey was designed to understand how members thought about the issues and opportunities facing their community and what they believed Rocky Mount needed in its next City Manager. The following are highlights from this survey:

Participant demographics

- 880 respondents (all over the age of 18)
- 60% identified as female and just over 38% as male
- The 45- to 64-year-old category was the most represented at 45%
- ~80% were City residents, ~18% were City employees, and ~11% own business in the City (not mutually-exclusive categories)

Community members express a clear concern about crime and gun violence…

Six issues related to community wellness and municipal governance that are commonly voiced in communities similar in size to Rocky Mount were presented to respondents:

- Redevelopment/neighborhood revitalization
- Affordable housing
- Job creation/economic development
- Utility rates
- Government transparency
- Crime/gun violence

Respondents were prompted to rank these issues in order of importance. "Crime/gun violence" ranked #1 more than any other issues (43% of respondents) with "government transparency" being ranked #1 by 27% of respondents. "Affordable housing" and "Redevelopment/neighborhood revitalization" were ranked at the bottom more often than any others.

"Public safety" and "quality of city infrastructure, services, and utilities" are viewed as the matters that should be of top priority for the incoming City Manager, but other "quality of life" issues are of particular concern for younger community members.

Survey participants were presented with about a dozen additional topics and asked to select (up to 5) which should be among the next City Manager's top priorities. "Public safety" (78%) and "quality of city infrastructure, services, and utilities" (65%) were selected more often than any of the others.

"Quality of life issues" – including "parks & recreation" and "economic development" – was selected by only about 33% of respondents, but here there was a statistically significant difference as a function of the age of the respondent.

Specifically, 62% of those in the 18- to 24-year-old category and 42% of those in the 25- to 44-year-old category selected these "Quality of life issues." Because 73% of the respondents were 45-years-old and older, the aggregate results mask this distinct demographic difference.

Community members see the people, natural environment, growth/opportunities, beauty, and public leadership as the biggest attributes of the City of Rocky Mount.

Survey respondents were given an open-ended opportunity to answer the following question: *If you were to have a conversation with candidates, what would you say makes Rocky Mount a special place to live and work?*

A word cloud of the responses reveals the following as the most-often cited attributes*: People, Beauty, Diversity, Opportunities, Growing, Small town/Small-town feel, and City leadership*

MEMORANDUM

ROCKY MOUNT
CITY MANAGER'S OFFICE
THE CENTER OF IT ALL

To: Mayor and City Council

From: Peter Varney, Interim City Manager

Date: 8/2/2022

Re: Take- Home Vehicles

Recruiting and retaining police officers has become increasingly difficult, even with the recently implemented changes in the pay plan. One benefit that attracts new applicants and helps to retain officers is a "take home car." Currently, the Nash County Sheriff's Office, Edgecombe County Sheriff's Office, and the Police Departments in Tarboro, Wilson, and Greenville all offer a take home vehicle to their officers.

The benefits for offering a take home car include:

- Increased visibility of law enforcement in neighborhoods
- Individual responsibility for care of the assigned vehicle
- Improved response time to major incidents
- More expeditious deployment (no loading or unloading of vehicles during shift change)
- Enhanced officer satisfaction

Presently we have nineteen officers who reside inside the City limits. We have enough vehicles in the fleet to implement a take home policy.

It is recommended that the City Council authorize a marked vehicle take home policy for the police officers who live inside the City limits.

DRAFT

ROCKY MOUNT POLICE DEPARTMENT GENERAL ORDERS		
Chapter **Personnel**		Subject **Personally Assigned Vehicles**
GO# **2.27**	Issue Date July 1, 2022	Revision Date
Reference		Approved Robert Hassell, Chief of Police

ROCKY MOUNT
POLICE
THE CENTER OF IT ALL

Purpose

Police officers living within the city limits may be authorized to drive police vehicles to and from their place of residence. Provisions of this policy shall not be intended to authorize operation of police vehicles in a manner inconsistent with the City of Rocky Mount Ordinances, Policies, or Statutes of the State of North Carolina. Employees participating in the Department's take-home vehicle program must abide by departmental policy.

Policy

Take-Home Vehicle Program

The Police Department's Take-Home Vehicle Program is a privilege extended to authorized police department employees. Eligible employees must have successfully completed the department's mandated field training program.

Assigned Take-home Vehicles in City

Officers assigned to the Patrol Services Division or the Animal Services Unit of the Support Services Division who reside within the city limits of Rocky Mount, may take their permanently assigned vehicle home during their assignment to the Patrol services and Support Services Divisions. Supervisors and/or Commanders shall be authorized to limit or suspend the take-home privileges or on-duty operations of assigned vehicles when such action is determined to be necessary for achievement of operational Police Department purposes. A supervisor may temporarily reassign a personally assigned vehicle to another driver if it becomes necessary in order to maintain an effective level for patrol and operations.

Continuous Tour of Duty - Take-home Vehicles

Officers assigned to the Patrol services Division who do not reside within the city Limits of Rocky Mount but reside within twenty miles of the city limits who do not have a permanently assigned take-home vehicle, will share a police vehicle from the pool fleet. While working their regularly scheduled shift may take their cars home for the duration of their assigned tour of duty. When the tour ends, those officers will leave their patrol cars in the police department parking lot for the on-coming shift. All other provisions of this policies will apply.

DRAFT

Unmarked Take-home Vehicles
Detectives assigned to the Administration, Criminal Investigation, the Special Operations, and the Support Services Divisions may take their vehicles home, if they reside within twenty miles of the city limits of Rocky Mount and the provisions as set forth by this directive apply as well. While on an on-call status, detectives may take the assigned vehicles home if they reside within fifty miles of the city limits.

The vehicle is an official piece of equipment and is intended for official police duties only. Reassignment of a vehicle for disciplinary purposes shall require specific approval of the Chief of Police.

Procedures

Vehicle Operation
Personnel operating police vehicles are required to be armed with authorized police issued/approved firearm, and departmental credentials. Personnel must maintain radio communications with the Communications Center when in the police unit. When operating a marked police vehicle during off-duty hours, police officers are required to stop to render assistance to the public, respond to an emergency call for assistance, apprehend violators of serious crimes and/or summon on-duty police officers in circumstances which logically require police attention that occur within their traveling vicinity. When initiating or responding to a police situation while off-duty, personnel are to notify the Communications Center by proper radio procedure. Under normal circumstances, incidents requiring more than short-term, on-the-scene action are to be handled by on-duty personnel.
The use of cellular phones or an MDT while operating any department-owned vehicle is discouraged. Reading or sending text messages is prohibited unless the vehicle is legally parked. The use of a hands-free device is recommended for any task that can be accomplished through this method.

The following are considered appropriate use of take-home vehicles:

- Between residence and the police department or other designated reporting stations for regularly scheduled duty
- Between residence and court when the employee is scheduled or subpoenaed to appear
- Between residence and a designated maintenance facility
- Between residence and an approved off-duty job
- Between residence and an approved training site or law enforcement meeting
- When authorized and approved by an appropriate supervisor for a specific police purpose

When not in use, vehicles must be parked at the employee's residence of record or an approved satellite location. Vehicles parked at a satellite location will be parked in a well-lit and conspicuous spot. Employees will use assigned vehicles solely for official law enforcement duties. Occasionally, police vehicles will be used to deter criminal activity

DRAFT

by parking them in conspicuous business or residential locations. Such crime prevention activity will be coordinated under the direction of the Patrol Services Division Commander and the immediate supervisor of the police officer to whom the vehicle is assigned.

Portable radios, weapons, and cell phones will not be left in the police vehicle while an employee is off-duty.

Vehicle Maintenance

Arranging for routine preventive maintenance, including oil change, lubrication, minor adjustments, etc., is the responsibility of the employee to whom a vehicle is assigned. When a vehicle is due for routine maintenance based on a schedule provided by Fleet Maintenance, the Quartermaster, or in need of adjustment, the operator is to take the vehicle in for service. Police officers should arrange to take their assigned vehicle to the city garage before the end of their tour of duty. Vehicles shall be left and picked up after service has been completed. Reassignment of the police officer to another vehicle temporarily is the responsibility of the immediate supervisor.

In the event of damage to a vehicle or breakdown which renders the vehicle unfit for continued safe use, the police officer to whom the vehicle is assigned is to ensure that proper action is initiated to take the vehicle in for repair. Fuel for assigned police vehicles is available at the city garage. Police officers are to fuel their assigned vehicles during their tour of duty. Police officers are responsible for washing their assigned and semi-assigned vehicles. This must be done during the officer's tour of duty unless directed otherwise by the employee's supervisor. If a supervisor approves off-duty maintenance and cleaning in advance, the police officer is to document the date and time the activity was done. The supervisor shall sign and date the documentation. The record shall be submitted with other payroll documents for proper compensation. Failure to obtain either prior approval for off duty work or falsifying time records for off duty work constitutes willful violation of this policy and shall result in disciplinary action.

Personnel shall not make any alterations to the exterior markings, equipment, mechanics, or interior configurations except with approval of the Support Services Division Commander. This includes any addition of personal equipment, i.e., scanners, satellite radio, GPS Systems, etc. This provision shall not prevent minor repairs such as boosting a dead battery or changing a flat tire.

Take-home vehicles will be inspected as outlined in Vehicle Inspections, General Order 3.08 of the RMPD Policy and Procedures. Particular attention is to be given to cleanliness, general condition, and the maintenance of required equipment. Tire condition, including spare, is to be inspected. Documentation is to be maintained by means of the Vehicle Inspection Form. The formal Annual Vehicle Inspection conducted by the Division Commander(s) or designee shall include personally assigned vehicles and reserve vehicles. A formal report is to be prepared by the Patrol Services Division Commander. The report, prepared in cooperation with the Support Services Division Commander, shall contain information on the general condition, mileage, life expectancy and operating costs of each vehicle assigned to personnel.

MEMORANDUM

ROCKY MOUNT POLICE
THE CENTER OF IT ALL

To: Peter Varney, City Manager

Cc:

From: Robert Hassell, Police Chief

Date: 08/3/2022

Re: Presentation of Crime Statistics

Purpose

The purpose of this memo is to present a summary of the city-wide crime numbers to the Committee of the Whole during the August 15, 2022 meeting.

Discussion

The presentation covers the crime incidents throughout the city currently and compares them to last year during the same time period. The crimes tracked in this presentation are crimes labeled as part 1 crimes in the National Incident Based Reporting System (NIBRS) by the federal government. These crime numbers are tracked by the FBI and shared with the Bureau of Justice Statistics for tracking purposes.

The presentation includes investigation outcomes for the violent crimes and the related arrests. It also includes maps depicting the areas of shots fired, incidences of aggravated assault and murder. The presentation also highlights the efforts and successes of the police department to combat the violent crime occurring in the city.

Requested Action

None

ROCKY MOUNT
POLICE
THE CENTER OF IT ALL

August 2022 Crime Report

July 2022 Data*

August 15, 2022
Robert Hassell, Chief of Police

ROCKY MOUNT
POLICE
THE CENTER OF IT ALL

August 2022 Crime Report

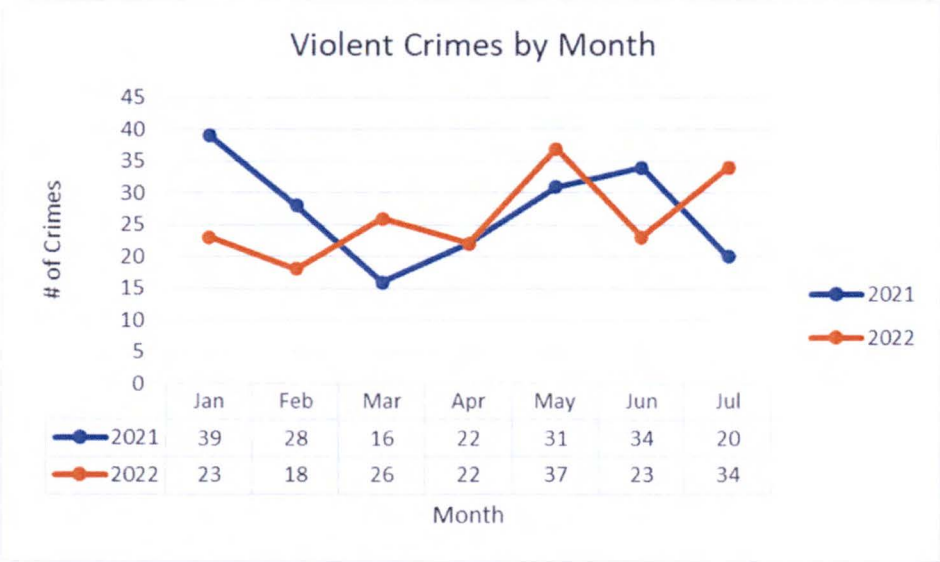
Part 1 Crimes Comparison Chart

The table is a comparison of crime numbers by month and year to date compared to the same time periods last year.

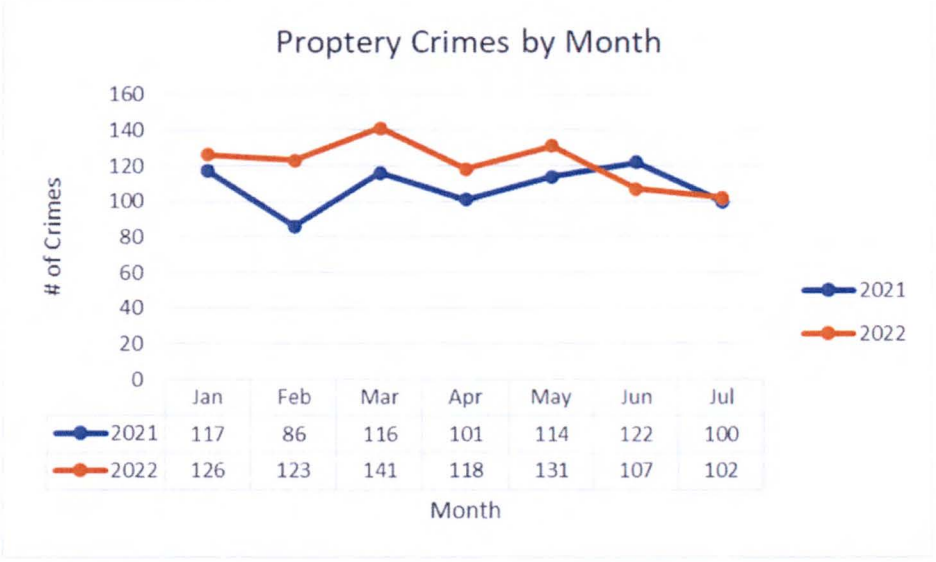
CRIMES	Jul 2021	Jul 2022	+/-	YTD 2021	YTD 2022	+/-
Murder	0	0	0	8	11	3
Rape	0	2	2	7	5	-2
Com Robbery	3	3	0	17	17	0
Ind Robbery	2	6	4	13	38	25
Agg Assault	27	42	15	230	195	-35
Violent	**32**	**53**	**21**	**275**	**266**	**-9**
Commercial B&E	8	4	-4	78	38	-40
Residential B&E	6	18	12	126	111	-15
Non Residential B&E	4	4	0	18	24	6
Larceny	71	61	-10	499	581	82
MV Theft	7	13	6	44	72	28
Arson	2	2	0	7	7	0
Property	**98**	**102**	**4**	**772**	**833**	**61**
****Total****	**130**	**155**	**25**	**1047**	**1099**	**52**

August 2022 Crime Report

Part 1 Crimes Comparison Chart



	Jan	Feb	Mar	Apr	May	Jun	Jul
2021	39	28	16	22	31	34	20
2022	23	18	26	22	37	23	34



	Jan	Feb	Mar	Apr	May	Jun	Jul
2021	117	86	116	101	114	122	100
2022	126	123	141	118	131	107	102

August 2022 Crime Report

Aggravated Assault Cases and Investigations

Aggravated Assault Cases	23
Aggravated Assault Victims	42
Numbers Cases with Multiple victims	7
Aggravated Assault Arrests	11
Aggravated Assault Cases Cleared	9

Case Dispositions

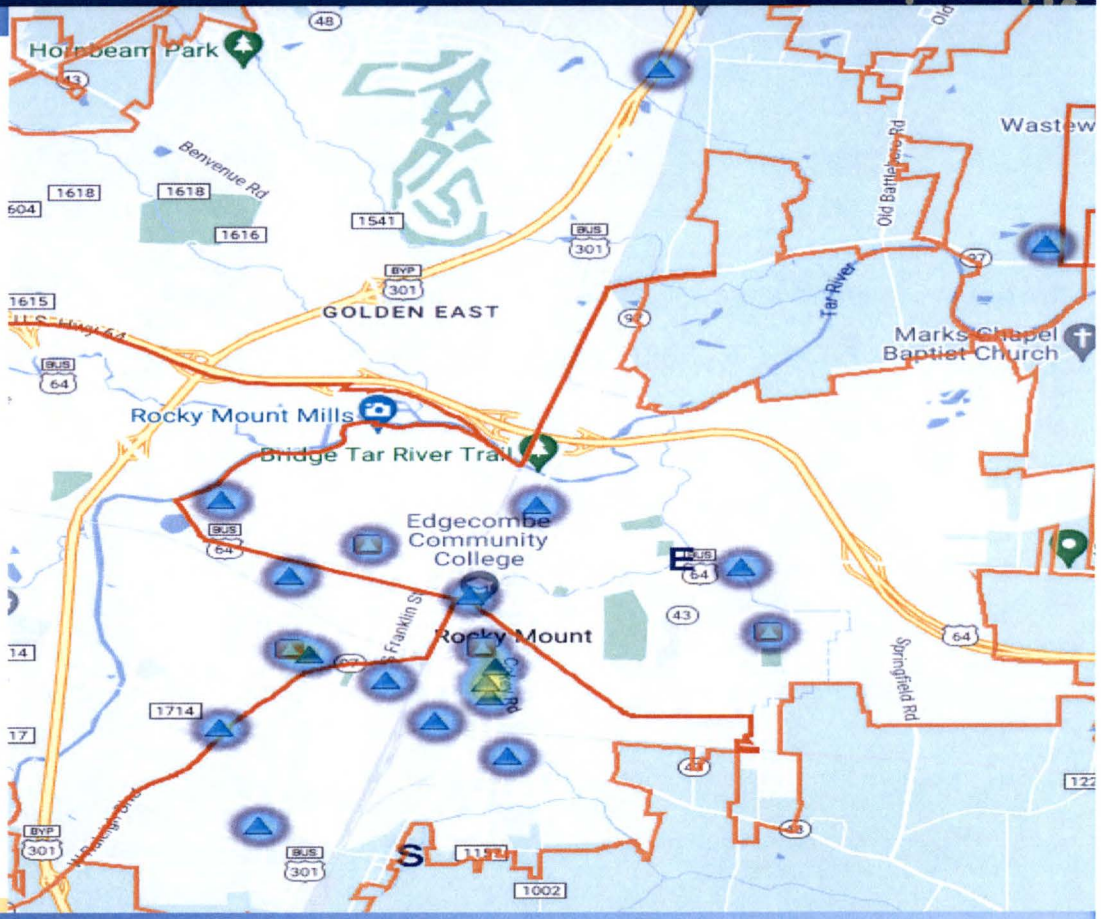
• Cases Cleared by Arrest	8
• Exceptionally Cleared Cases	1
• Open Cases	14
• **Grand Total of Incidents**	**23**

ROCKY MOUNT
POLICE
THE CENTER OF IT ALL

August 2022 Crime Report

- Murder
- Aggravated Assault
- Shooting Into OCC Build/Veh.
  - Victims with Injuries 23
  - Victims Without Injuries 19

Grand Total of Victims 42

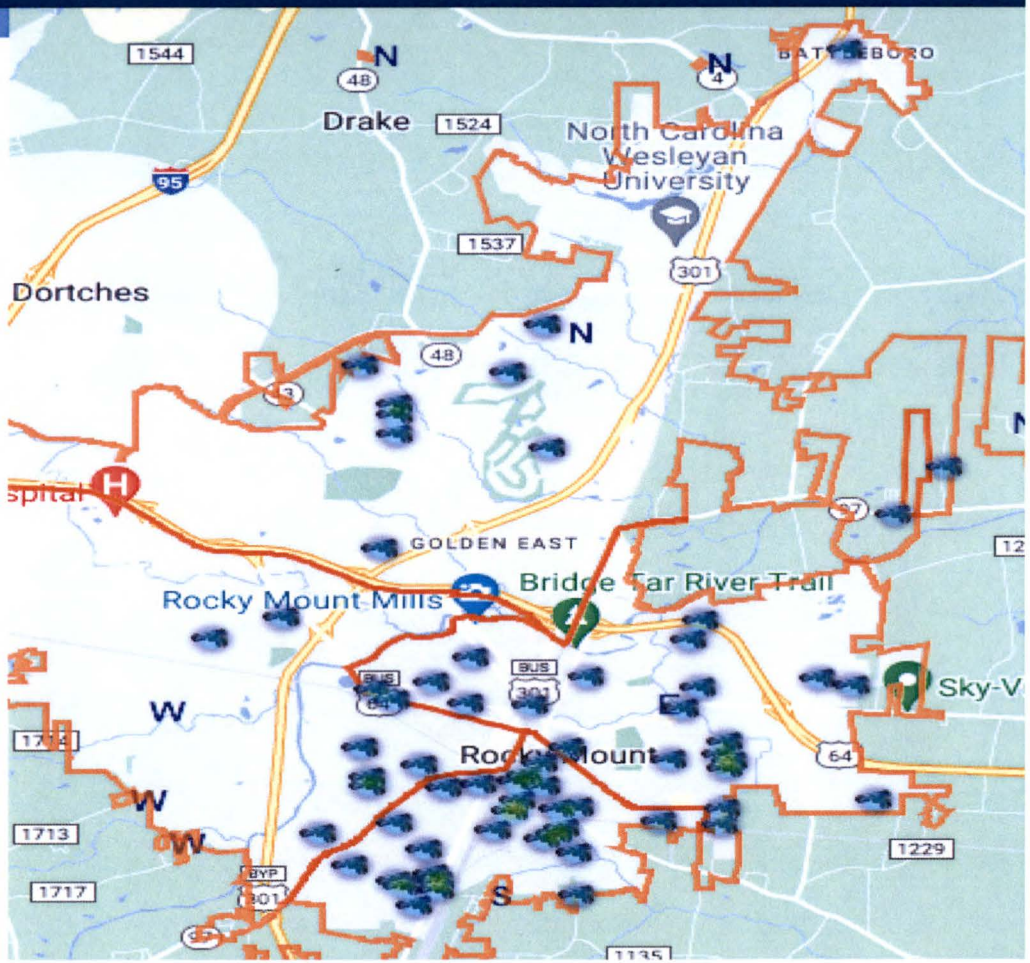


ROCKY MOUNT
POLICE
THE CENTER OF IT ALL

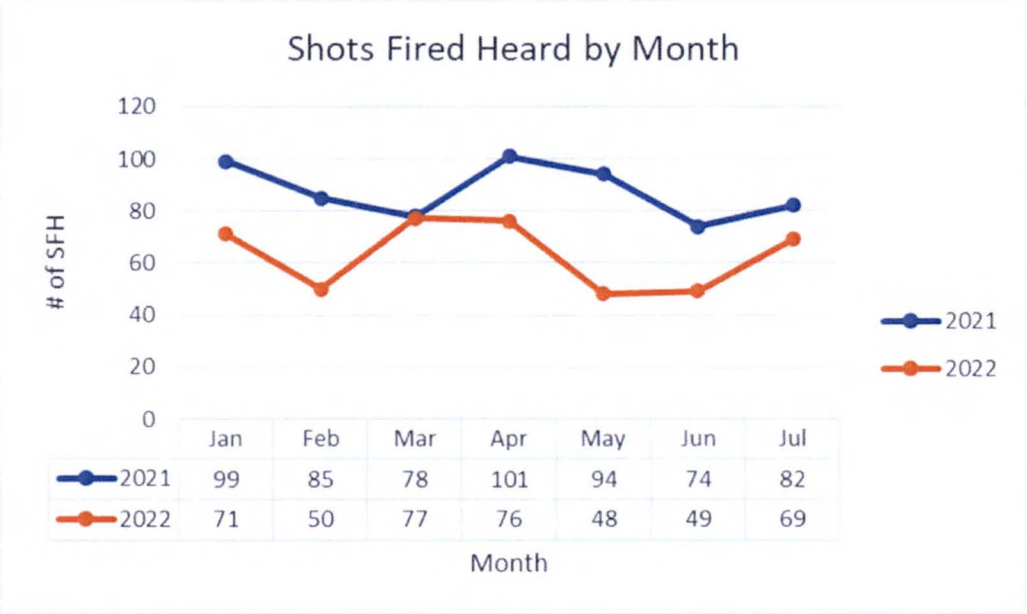
August 2022 Crime Report

ShotSpotter & Citizen Calls Throughout the City

• Shots Fired	69
• Shell Casings were Found	23
• Number Shell Casings Found	128
• Number Shell Casings Found YTD	1577
• Number of Firearms Seized	42
• Number of Firearms Seized YTD	283
• Weapon Violation Arrests	6



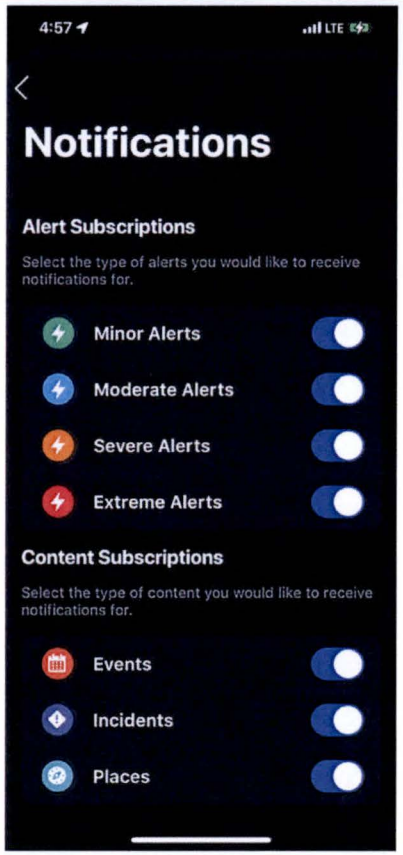
Shots Fired Heard Comparison Chart

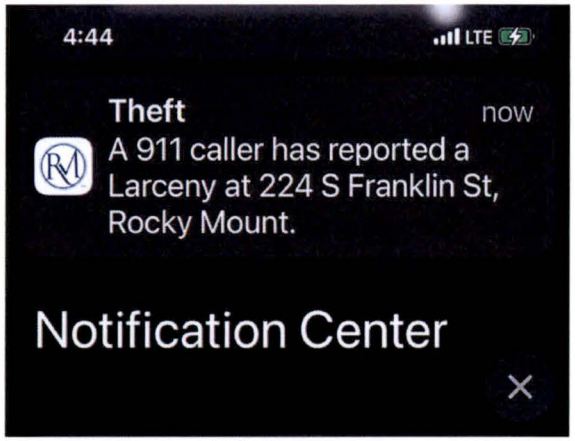


Update on Initiatives & Technology

Atlas One / MyRMT

- NEW – alerts to citizens MyRMT connects to 911 Computer Aided Dispatch (CAD) and automatically sends localized geo-fenced notifications



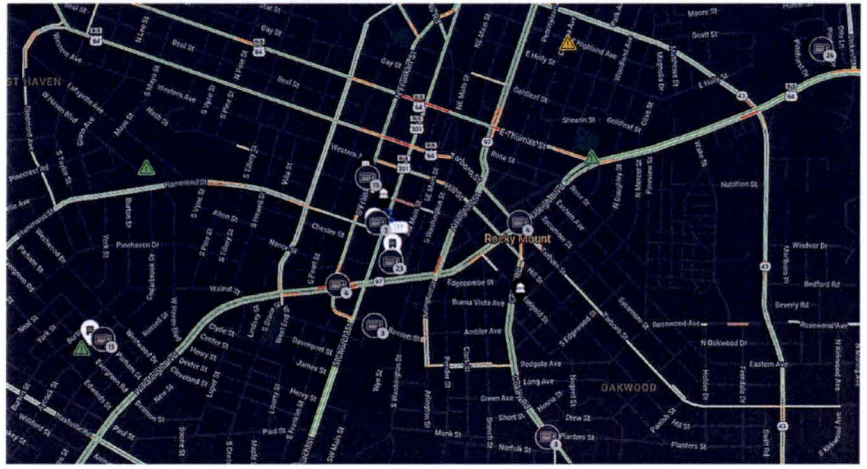


ROCKY MOUNT
POLICE
THE CENTER OF IT ALL

Update on Initiatives & Technology

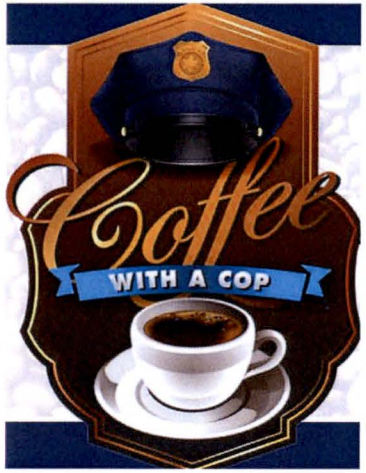
FUSUS Project Update

- Business Partnership - 8
- Businesses Connections - 8
- Additional Cameras added to network - 22



Highlights

- Attempted Home Invasion – Suspect vehicle alerted – 4 arrested
- Aggravated Assault - Paint Ball Suspect identified and arrested
- Property recovered: $130,280
- Guns seized: 18
- Arrests: 17



Community Events

- July 1st - Graduation Parade sponsored by Rocky Mount Housing Authority
- July 7 Peacemakers Summer Camp
- July 11 - "First Responder Day" (Summer Camp) at Word Tabernacle (Drone, K-9, Police car and RV)
- July 14th Coffee with a Cop (Starbucks)
- July 21 - Control Your Destiny Resource Fair
- July 21-25 14U softball (Coach Hudgins)
- July 25-29 Jr. Police Academy

MEMORANDUM

ROCKY MOUNT, NC
THE CENTER OF IT ALL

To: Peter Varney, Interim City Manager

Cc:

From: Kenneth Hunter, Assistant to the City Manager for Budget & Evaluation

Date: 8/9/2022

Re: American Rescue Plan Act Update & Public Engagement Plan

Attached is a presentation for City Council providing an update on the City's utilization of funds allocated by the Federal Government through the State & Local Fiscal Recovery Fund of the American Rescue Plan Act (ARPA). As of June 30, 2022, allocation and expenditure of these funds are as follows:

Category	**Amount Planned**	**Amount Expended**
COVID Premium Pay for City Employees	$1,267,958	$1,267,958
Affordable Housing	$3,000,000	$0
Downtown Development	$2,000,000	$0
Total Planned & Expended	**$6,267,958**	**$1,267,958**
Funds Remaining	$5,253,222	$0
Grand Total	**$11,521,180**	**$1,267,958**

The presentation also includes an overview of City plans for public engagement in determining the utilization of the remaining $5,253,222 that has not been planned for expenditure by City Council. Public engagement will comprise of the following activities:

- Public survey, available in online and hard copy formats, opening August 16, 2022, and closing October 31, 2022. A copy of the draft survey is attached.
- Open public comment period, providing for email and hard copy submissions, opening August 16, 2022, and closing October 31, 2022.
- Town Hall Meetings, with at least 1 hosted in each Ward and 3 additional Citywide meetings.

The draft schedule for Town Hall Meetings are as follows:

Date	Session	Location
September 7th	Citywide	Booker T Theatre & Zoom
September 14th	Ward 2	Booker T Washington High School
September 19th	Ward 1	Metropolitan Baptist Church
September 21st	Ward 4	South Rocky Mount Community Center
September 28th	Citywide	Council Chambers & Zoom
October 3rd	Ward 3	Truth Tabernacle Ministries
October 5th	Ward 5	Nash Community College
October 12th	Ward 6	Englewood Methodist Church
October 17th	Ward 7	Northside Community Church
October 19th	Citywide	Council Chambers & Zoom

Thoughts and information shared by residents through survey results and public comments will be collected, analyzed, and presented to City Council during the Committee of the Whole Meeting scheduled for Monday, November 14, 2022.

ROCKY MOUNT, NC
THE CENTER OF IT ALL

Community Survey - City Use of Funds from American Rescue Plan

Introduction

In early-2021, President Biden signed the American Rescue Plan Act (ARPA) to provide considerable Federal Resources across a variety of Federal, State, Local, and private programs to respond to challenges created by the COVID Pandemic. The City of Rocky Mount received an appropriation from ARPA of $11,521,180 through the State and Local Fiscal Recovery Fund (SLFRF). As of 6/30/2022, City Council had authorized the allocation and expenditure of $6,267,958 of these funds for the following purposes:

- $1,267,958 for COVID Premium Pay for City Employees
- $3,000,000 for Affordable Housing
- $2,000,000 for Downtown Development

The City is now evaluating how to best utilize the remaining $5,253,222 of the available funding from SLFRF. This includes providing a series of public engagement activities to encourage and receive comments and ideas from City residents. The following survey is intended to provide residents with an outlet to express their thoughts on the prioritization and utilization of remaining funds.

Please answer the survey questions below. Additional comments can be emailed to arpa.comments@rockymountnc.gov. Comments can also be made during scheduled Town Hall Meetings. Information on these meetings are available online at (insert link).

Deadline for completion of this survey and submission of all comments is 11:59 p.m. Eastern Time, Monday, October 31, 2022. Questions can be submitted to Kenneth Hunter, kenneth.hunter@rockymountnc.gov.

Thank you very much for your interest and participation.

Question 1: Which Ward are you a resident of?

*To determine which ward you reside in, please click on this link.

Ward 1 _____ Ward 5 _____

Ward 2 _____ Ward 6 _____

Ward 3 _____ Ward 7 _____

Ward 4 _____

Question 2: Which county do you live in?

Edgecombe _____ Nash _____

Question 3: On a scale of 1 (highest) to 4 (lowest), how would you rank the following categories as least important to most important to be invested in?

Address Negative Economic Impacts Caused by COVID-19 _____

Affordable Housing (Generally defined as where the occupant is paying no more than 30% of gross income for housing costs, including utilities.) _____

Water & Sewer Infrastructure Improvements _____

Stormwater Infrastructure Improvements _____

Other (Please Specify)

Question 4: On a scale of 1 (highest) to 4 (lowest), please rank which general government program and service areas you believe should be prioritized for ARPA funding.

Reduce violent crime _____

Community Development (Advance community well-being by revitalizing neighborhoods, providing quality affordable housing, and reducing poverty.) _____

Economic Development (Creation of wealth from which community benefits are realized. Examples include downtown redevelopment, small business development, and job creation.)

_____

Public Works/Infrastructure _____

Parks & Recreation _____

Other (Please Specify)

Question 5: Are there any specific projects, initiatives, programs, or ideas that you would like to see invested in through ARPA funds?

ROCKY MOUNT, NC
THE CENTER OF IT ALL

American Rescue Plan Act Update & Public Engagement Plan

8/15/2022, City Manager's Office

ROCKY MOUNT, NC
THE CENTER OF IT ALL

Overview

- Allocation Update
- Review of Allowable Categories
- Review of Recent Developments
- Review of Public Engagement Process
- Application of Standard Allowance

ROCKY MOUNT, NC
THE CENTER OF IT ALL

Current Plan of Allocations (As of 6/30/2022)

Category	Amount Planned	Amount Expended
Premium Pay for Essential Workers		
Premium Pay for City Employees	$1,267,958	$1,267,958
Services to Disproportionately Impacted Communities		
Affordable Housing	$3,000,000	$0
Downtown Development	$2,000,000	$0
Total Planned & Expended	**$6,267,958**	**$1,267,958**
Fund Remaining	$5,253,222	$0
Grand Total	**$11,521,180**	**$1,267,958**

ROCKY MOUNT, NC
THE CENTER OF IT ALL

Allowable Categories

- Support Public Health Expenditures
- Address Negative Economics Impacts Caused by COVID-19
  - Includes "Exacerbation of Pre-Existing Disparities"
  - Expanded Latitude for Projects in Qualified Census Tracts (HUD)
- Replace Lost Public Sector Revenue ($10,000,000 Standard Allowance)
- Provide Premium Pay for Essential Workers
- Invest in Water, Sewer, and Broadband Infrastructure
  - Includes Stormwater
  - State Law prevents expenditures on Broadband

ROCKY MOUNT, NC
THE CENTER OF IT ALL

Recent Developments

- All local governments can claim up to $10 million of their allocation for revenue loss without needing to show proof (i.e., no calculation required)
  - Most flexible means of use
- Expanded utilization for affordable housing
  - Long-term loans (20 years, at or below 65% AMI)
  - Layering with other Federal housing programs
  - Predevelopment (land acquisition, site work)
- No written justification required for capital projects less than $1 million
- Water, Sewer, and Stormwater projects must align with eligibility of revolving funds

ROCKY MOUNT, NC
THE CENTER OF IT ALL

Public Engagement Process

- Determine public interests for utilization of reserved funds ($5,253,222)
- Public Survey (online and hard copy)
  - August 16th to October 31st
- Open Public Comment (email and hard copy submissions)
- Town Hall Meetings
  - 3 Citywide Sessions (in-person and virtual)
  - 1 Additional Session per Ward (in-person)
- Report results & analysis to Council on November 14th

ROCKY MOUNT, NC
THE CENTER OF IT ALL

Town Hall Meetings

Date	Session	Location
September 7th	Citywide	Booker T Theatre & Zoom
September 14th	Ward 2	Booker T Washington High School
September 19th	Ward 1	Metropolitan Baptist Church
September 21st	Ward 4	South Rocky Mount Community Center
September 28th	Citywide	Council Chamber & Zoom
October 3rd	Ward 3	Truth Tabernacle Ministries
October 5th	Ward 5	Nash Community College
October 12th	Ward 6	Englewood Methodist Church
October 17th	Ward 7	Northside Community Church
October 19th	Citywide	Council Chamber & Zoom

ROCKY MOUNT, NC
THE CENTER OF IT ALL

Application of Standard Allowance

- City allowed to take standard allowance of $10,000,000 to represent past, present, and future revenue loss due to COVID Pandemic
- Standard allowance can be used to offset "allowable expenditures" incorporating almost all general government services
  - Example: public safety wages & benefits
- Once used to offset allowable expenditures, funds can be used without having to abide by Federal funding regulations (i.e., Uniform Guidance)
- Remaining balance ($1,521,180) directly subject to ARPA regulations
  - $1,267,958 used for COVID Premium Pay
  - $253,222 remaining

MEMORANDUM

ROCKY MOUNT
CITY MANAGER'S OFFICE
THE CENTER OF IT ALL

To: Mayor and City Council

From: Peter Varney, Interim City Manager

Date: 8/8/2022

Re: Booker T. Theater

The Parks and Recreation Department manages the Booker T. Theater in accordance with a Facility Reservation Policy (attached) and a fee schedule that differentiates local residents from nonresidents. However, most of the users of the Theater are City departments utilizing the space for internal events such as employee training, celebrations, and other gatherings. The Parks and Recreation Department does not charge other City departments for use of the Theater. The following is a summary of usage:

FY 22	112 internal	19 billable	$7,765 Revenue
FY 23	108 internal	12 billable	$1,000 Revenue

The staff at the Event Center advise that groups who are using the Event Center sometimes request additional meeting space beyond what they originally planned for. This presents an opportunity for the Event Center staff to offer the Theater if this facility has not already been scheduled. Making the Theater available for "pop up" use may improve rental revenue for the Theater.

We have drafted a Memorandum of Agreement between the City and SFM which is intended to enable SFM to rent the Theater to non-city resident groups who are visiting in connection with an event or activity planned or underway at the Event Center. It is envisioned that use by the City residents or non-profits would be scheduled and coordinated through the City's Parks and Recreation Department staff in accordance with the City's facility use terms and conditions. The main points of the proposed Memorandum of Agreement between the City and SFM (attached) are summarized as follows:

- Rentals arranged by SFM would follow the terms and conditions in effect for the Event Center. This means the Event Center staff could offer the Theater at negotiated rates for non-resident groups and that catering would be provided by the Event Center.
- SFM staff would have access to the Reservation Calendar and would have keys to the Theater. SFM would be responsible for setup, breakdown, post activity cleaning, signage.
- The City could apply for ABC permits for the serving of alcohol at the Theater just as the City has ABC permits for the Event Center. SFM would manage the activity or event at the Theater in the same manner as they do at the Event Center.

It is recommended that the City Council authorize the Mayor and City Clerk to execute the Memorandum of Agreement.

MEMORANDUM OF AGREEMENT
REGARDING MANAGEMENT OF
THE BOOKER T. THEATER

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into this _____ day of _____ 2022 by and between City of Rocky Mount, as North Carolina municipal corporation located in Nash and Edgecombe Counties, North Carolina (the City) and Sports Facilities Management, Inc. (SFM) a corporation located in Clearwater, Florida.

W I T N E S S E T H:

WHEREAS, the City renovated the former Booker T. Theater in 2009 as part of the restoration of the historic Douglas Block in downtown Rocky Mount; and

WHEREAS, the City's Parks and Recreation Department manages the Booker T. Theater as a venue available for meetings, receptions, training sessions, and other gatherings of members of the community; and

WHEREAS, the Event Center located adjacent to the Booker T. Theater attracts thousands of visitors to Rocky Mount to attend sporting events, concerts, and other activities; and

WHEREAS, SFM manages the Event Center pursuant to a contract awarded by the City Council of the City of Rocky Mount; and

WHEREAS, SFM has reported opportunities to utilize the Booker T. Theater in support of events or activities planned at the Event Center; and

NOW, THEREFORE, the City and SFM agree as follows:

1. **Term:** The term of this MOA shall begin October 1, 2022 and shall exist and continue until October 4, 2024 if not terminated sooner as provided herein.

2. **SFM Allowed to Book Reservations:** To accommodate the needs of groups who have contracts for the use of space at the Event Center, SFM may book reservations at the Booker T. Theatre in accordance with the following terms:

    a) SFM's terms and conditions for the use of space in the Event Center by non-city residents shall be applied to the use of space at the Booker T. Theatre as if the Theatre wee an addition to the Event Center. SFM's terms and conditions will supersede the City's terms and conditions for rental of the Theatre for non-city residents. The City's terms and conditions for internal use inside City residents, and non-profit agencies shall apply.

b) The City will make the Reservation Calendar for the Theatre available to SFM with read and write access.
c) SFM staff shall be responsible for all set up and breakdown for any group it schedules to use the Theatre.

d) SFM will prohibit smoking or vaping inside the Theatre and within 25 feet of the exterior of the Theatre.

e) SFM will not allow decorations to be draped or taped or otherwise adhered to the walls, columns, windows, or ceilings. SFM will not allow confetti or any type of loose glitter in the Theatre. SFM will not allow helium filled balloons inside the Theatre.

f) SFM agrees to leave the Theatre clean and in the same condition prior to use. This includes sweeping, vacuuming, mopping, disposal of trash, and cleaning up any spilled liquids.

g) SFM shall ensure compliance with building capacity limits.

h) SFM may place signage and/or flyers in and about the Theatre.

i) SFM agrees to have the indemnity provisions of rental contracts for Event Center space made applicable to the Booker T. Theatre.

j) SFM may serve and sell alcohol in accordance with the same rules, policies, and controls that apply for the use of any space in the Event Center.

k) The City shall provide keys and full access to the Theatre.

3. **ABC Permit:** The City agrees to obtain an ABC permit for the Booker T. Theatre so that SFM can arrange rentals involving the sale and serving of alcohol.

4. **Rental Fees:** SFM agrees to remit to the City rental fees collected for the use of the Booker T Theatre. SFM agrees to provide the City an annual summary of the use of the Booker T. Theatre and the fees collected.

5. **Assignment and subletting:** SFM shall have no right to assign this agreement to any other entity.

6. **Termination:** Either part can terminate this agreement upon written notice delivered one hand to the other party. Hand to the to other party.

7. **Notices:** Notices or other communication between the City, and SFM shall be directed as follows:

If to the City: City of Rocky Mount
Attn: Joel Dunn
Director of Parks and Recreation
PO Box 1180
Rocky Mount, NC 27802

If to the SFM: Rocky Mount Event Center
Attention: David Joyner
285 N.E. Main Street
Rocky Mount, NC 27801

IN WITNESS WHEREOF, the parties ("Grantee") have executed this Agreement as of the date written above.

SPORTS FACILITIEMANAGEMENT, INC

_____
David L. Joyner, General Manager

STATE OF NORTH CAROLINA
COUNTY OF_____

I, _____, a Notary Public of the County and State aforesaid do hereby certify that David L. Joyner personally appeared before me this day and acknowledged that he is the General Manager of the Rocky Mount Event Center and he as manager of the Event Center, being authorized to do so, executed the foregoing instrument on behalf of the Event Center.

Witness my hand notarial seal this_____ day of _____, 2022.

_____
Notary Public
My Commission Expires: _____

IN WITNESS WHEREOF, the City of Rocky Mount has caused these presents to be executed in its name by its Mayor and attested by its City Clerk and its corporate seal to be hereto affixed, all by authority of its City Council duly given.

Attest to: **City of Rocky Mount, North Carolina**

_____
Pamela O. Casey, City Clerk

_____
C. Saunders Roberson, Mayor

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that Pamela O. Casey appeared before me this day, acknowledged that she is the City Clerk of Rocky Mount, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by herself as its City Clerk.

Witness my hand and official seal this the _____ day of_____, 2022.

_____
Notary Public
My Commission Expires: _____

Rental Policy
A non-refundable booking fee of $500 must be paid at the time of application. The balance must be paid at least 30 days prior to the event reservation.

Refund Policy
100% refund if the Department cancels the event reservation.

85% refund less the non-refundable fee if the customer cancels the event reservation at least 30 days prior to the event date.

No refund if canceled less than 30 days in advance of the event date.

Booker T. Theatre
Includes all available equipment and supervision of event. Must put in the request to use the projector system, microphones with stands, digital piano and stage monitors.

City Resident/Non-profits	$125.00 per hour
Non-City Resident	$188.00 per hour

Rental Policy
A non-refundable booking fee of $500 must be paid at the time of application. The balance must be paid at least 30 days prior to the event reservation.

Refund Policy

100% refund if the Department cancels the event reservation.

85% refund less the non-refundable fee if the customer cancels the event reservation at least 30 days prior to the event date.

No refund if canceled less than 30 days in advance of the event date.

ROCKY MOUNT, NC
THE CENTER OF IT ALL

The Booker T. Theater

170 East Thomas Street, Rocky Mount, NC 27801

Facility Use Application

RESERVATIONS ARE NOT HELD WITHOUT COMPLETED APPLICATION AND REQUIRED NON-REFUNDABLE BOOKING FEES

CONTACT INFORMATION (Please Print) Date of Application: _____

Applicant's Name: (One name)

_____

Organization *(if applicable)*: _____

Address: _____

Street City State Zip Code

Billing Address (If different):

_____

Street City State Zip Code

Phone: _____ Cellular Phone: _____ E-mail: _____

EVENT INFORMATION (Please Print)

Minimum of 2 hours rental required Monday through Friday, and 4 hours minimum hours on Saturday and Sunday.

Rental Day (of week): _____ Rental Date: _____

Total number attending the event: _____ **Event Type:** _____

Hours of Use: **From:** _____ **To:** _____

Describe the Event (include decorations: _____

WILL ALCOHOL BE SERVED? Circle One: YES or NO

IF "YES" a $50.00 NON-REFUNDABLE alcohol administration fee is due at the time of booking, along with your facility rental non-refundable booking fee made payable to the City of Rocky Mount.

IS POLICE SECURITY REQUIRED? Circle One: YES or NO

NON-REFUNDABLE BOOKING FEE: A non-refundable booking fee of $500.00 or total amount of your application, whichever is less, must be paid at the time of application submittal. Reservations will not be held without completed application and booking fee.

BALANCE: Any balance showing after the initial non-refundable deposits must be paid at least 30 days prior to the event date.

CANCELLATION AND REFUND POLICY: Renter receives a 100% refund if the Parks and Recreation Department cancels the event reservation, 85% refund less the non-refundable fee if the customer cancels the event reservation at least 30 days prior to the event date. No refund if the customer cancels the event less than 30 days in advance of the event date.

Signature of Renter _____ **Date:** _____

ROCKY MOUNT, NC
THE CENTER OF IT ALL

Booker T. Theatre
170 East Thomas Street, Rocky Mount, NC 27801

RENTAL RATES (Per hour rates): Sunday through Saturday

City Resident or Non-Profit Organizations (501C3)	$125.00 (per hour)
Non-City Resident	$188.00 (per hour)

Rental hours include decorating, event and cleanup time. Booker T. Theatre rental fee includes all available equipment and supervision of the event. A request must be made to reserve the projector system and microphones with stands.

General Information

HOURS OF USE: Sunday through Thursday (8:00AM – 12:00AM) and Friday and Saturday (8:00AM – 1:00 AM). The Booker T. Theater is closed on New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve, Christmas Day and the Day after Christmas...

CAPACITY: Tables and chairs – (Banquet) 110. Standing/floating receptions (no tables/chairs), 330. Chairs only, including the balcony seating, 235. Capacities are based on type and style of the event setup, and will be adjusted accordingly.

CONTRACT APPROVAL: Events will be reviewed and determined whether appropriate for the Booker T. facility prior to approval of application. Renter will be notified within three (3) business days regarding the application approval.

SUBMISSION OF RENTAL CONTRACT

Please submit completed application along with any non-refundable deposits to:

The Imperial Centre for the Arts and Sciences
Facility Rental Coordinator
270 Gay Street Rocky Mount, NC 27804
For questions regarding the application process, please contact:
Kimberely Daniels - (252) 972-1342
Email: Kimberely.Daniels@rockymountnc.gov

Credit cards, checks and money orders and cash accepted.

Please make all Checks and Money Orders payable to: The City of Rocky Mount

Non-refundable facility booking fee $ _____ Non-refundable Alcohol Fee *(if applicable)* $ _____

Total Amount of Contract $ _____ Amount Paid $ _____ Balance Due $ _____

Contract Balance Due date: ____/____/____ ABC Forms Due Date (if applicable) ____/____/____
(The balance and ABC forms are due one month prior to the date of the event)
I understand that failure to submit the ABC forms 30 days prior to the event will result in denial to serve/sell alcohol.
_____ *(Initials)* *(Payments are conducted in two payments; initial and final)*

Signature of Renter _____ Date: _____

Imperial Centre Facility Approval by: _____ Date: _____

ROCKY MOUNT, NC
THE CENTER OF IT ALL

Booker T. Theatre
170 East Thomas Street, Rocky Mount, NC 27801

RENTAL TERMS AND CONDITIONS

1. *Facility Use Applications* must be submitted and approved by the rental coordinator at least 30 days prior to the event and no more than 12 months in advance. **Rental reservations will not be held without a completed application and the non-refundable booking fee(s).**

2. The rental payment balance is due 30 days prior to the event. **If the balance is not received, the event duration will be adjusted to equal the paid amount.**

3. If there is interest in serving alcohol during a rental, review and follow the *Procedure for Obtaining Permission to Serve Alcohol* document on pages 7-8.

4. **Campaign speeches or other political activities by individuals seeking an elective office shall not be conducted on the premises of any city property.**

5. Non-profits must provide specific details about the event, documentation of 501C tax status with application, and **submit deposit payment by non-profit organizational check or credit card.**

6. **Ticketed (for profit) events not allowed by any organization.**

7. **Seating capacities may be adjusted to be in compliance with any Executive Order(s) set forth.**

8. Access to the rental space will not be permitted prior to the set-up start time designated by the renter on the application. **It is the renter's responsibility to ensure all vendors hired (caterers, DJ's and bands) enter and exit the building per the time indicated on their contract.** Cooking is not allowed in the facility.

9. **The rental coordinator is available for up to 2 (post) meetings with the renter prior to the event.**

10. **Day of event time extensions are not available.** If the renter and/or renter's vendors surpasses the agreed upon contracted time in excess of 30 minutes, the renter is invoiced by the City of Rocky Mount for additional rental time at two (2) times the rate.

11. Rocky Mount Police Department security is required for the duration of all events serving alcohol and/or ending after 10PM at the renter's expense.

12. Police Department Security must be provided at the renter's expense if deemed necessary by the Rocky Mount Parks and Recreation Department.

13. The renter is responsible for replacement or repair of broken or damaged facility property that may occur during their event.

14. Any equipment rented from another source or provided by the renter or vendor is subject to approval by the Rental Coordinator. The renter is responsible for contacting and contracting all rental needs and vendors.

15. The Booker T. Theater staff is responsible for the set up and strike of the facility's equipment.

16. Decorations are limited to free standing or table top items only. They may not be adhered (nor draped) in any fashion to the facility walls, columns, windows and/or ceilings. **(Only non-helium balloons are allowed within our facilities). Confetti of any type or loose glitter is not allowed.**

17. All items furnished by the renter must be removed from the rental area within the designated **end time** on application.

18. The renter must leave the facility clean and in the condition prior to the rental including sweeping, dust mopping, disposal of any spilled liquids, and all trash placed in provided receptacles and bags tied at the top.

19. The renter is responsible for replacement or repair of broken/damaged facility property incurred by the renter, guests or hired vendors. An invoice will be issued within 45 days after event has occurred.

20. The Booker T. Theatre is not responsible for any lost, stolen, damaged, or destroyed property/items while on the premises.

21. Smoking **(or vaping)** is prohibited anywhere inside the Booker T. Theatre and within 25 feet of all entrances and exits.

22. Children must be supervised at all times.

23. **Renter is responsible for maintaining person capacity of rental spaces during use. Overages may result in a fine per city ordinance.**

24. .A draft of the flyer for all advertised events must be sent to the Booker T. Theatre Rental Coordinator 2 weeks prior to distribution for approval.

25. The Booker T. Theatre will not produce, publish or distribute printed information or signage associated with the renters' event.

26. **The rental coordinator or a designee is onsite for the duration of your contracted time in the space.**

27. Rentals events and activities taking place at the Booker T. Theater may be photographed for use in marketing of the facility and the Parks & Recreation Department.

28. The Booker T. Theatre reserves the right to change the setup of any event to provide adequate safety and protection to its facility and guests.

29. **The renter entering into a Rental Agreement to host an event at the Booker T. Theatre must complete the release and indemnity form provided. If serving alcohol, a general liability and liquor liability insurance policy is required for the date of the event.**

ROCKY MOUNT, NC
THE CENTER OF IT ALL

Booker T. Theatre
170 East Thomas Street, Rocky Mount, NC 27801

Acknowledgement

I have read and acknowledge the **Rental Terms and Agreement** and the **Procedure for Obtaining Permission to Serve Alcohol** for a Booker T. Theatre rental. I understand my responsibility as the renter, and I agree to abide by the terms. This agreement serves as your invoice. **Unless other charges are incurred, no invoice will be sent.**

Signature of Renter: _____ **Date:** _____

Application Approval by: _____ **Date:** _____

STATE OF NORTH CAROLINA
COUNTY OF NASH **RELEASE AND INDEMNITY**

THIS RELEASE AND INDEMNITY AGREEMENT made and given this ___ day of _____, 20___

By _____ (whether one or more, the "Indemnitor") to the City of Rocky Mount, North Carolina, its elected officials, agents, and employees (collectively the "City");

W I T N E S S E T H:

WHEREAS, the City owns or has an interest in a certain lot or parcel of real estate identified as **The Booker T. Theater**, located at **170 East Thomas Street, Rocky Mount, North Carolina 27801** (the "Property"); and WHEREAS, Indemnitor has requested permission to use such property for the following purpose or purposes:

_____

_____

(Whether one or more, the "Activity"); and WHEREAS, in order to induce the City to permit Indemnitor to use the Property for the Activity specified, the Indemnitor has agreed to release, indemnify, and hold harmless the City to the extent herein below provided. NOW, THEREFORE, in consideration of being granted the right to use the Property, the Indemnitor hereby agrees to:

(i) RELEASE, ACQUIT, AND FOREVER DISCHARGE the City from any and all claims, losses, damages, or liability (present or future), on account of injury to persons or property, including injury resulting in death, arising out of or any way connected with the use of the Property for the Activity specified above, or for any other activity or activities at the Property by the undersigned Indemnitor during the term of this Release and Indemnity Agreement; and

(ii) INDEMNIFY, DEFEND, AND HOLD HARMLESS the City from and against any and all claims, losses, damages, or liability (present or future), and all costs, charges, and fees (including court costs and reasonable attorney's fees) related thereto, arising out of, or in any way connected with the use of the Property by the undersigned Indemnitor, or anyone using the Property under the auspices of the undersigned Indemnitor, or with the implied or express consent or the undersigned.

It is understood and agreed that the City makes no representation or warranty, express or implied, that the Property is suitable, safe, or appropriate for the Activity and that the undersigned Indemnitor assumes the risk of any loss, damage, or liability resulting from the use of the Property. The undersigned will not use or authorize anyone to use the Property for any activity except the Activity specified above except with the consent of the City or it's duly authorized re presentative.

It is further understood and agreed that if any term or provision of this Release and Indemnity Agreement, or the application thereof to any person, firm, corporation, or circumstance shall, to any extent, be deemed invalid or unenforceable, the remainder of this Release and Indemnity, or the application of such term or provision to persons, firms, corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Release and Indemnity Agreement shall be valid and enforceable to the fullest extent permitted by law.

The undersigned has carefully read this Release and Indemnity Agreement and executes it voluntarily in his or her duly authorized, official capacity on behalf of the Indemnitor.

This the _____ day of _____, 20___.

_____

Signature of Indemnitor

ROCKY MOUNT, NC
THE CENTER OF IT ALL

THE CITY OF ROCKY MOUNT
PROCEDURE FOR OBTAINING PERMISSION TO SERVE ALCOHOL

A written request (or the attached form-"Permission to Serve Alcohol") must be submitted to the Imperial Centre Rental Coordinator one month in advance of the event. Proof of insurance and an ABC permit must accompany this request. The request must include event name and date, name of facility space being rented, type of alcohol being served, hours it will be served and hours that security will be provided. This request will be forwarded to the City Manager's office, who shall determine the approval of the documents.

Alcoholic beverages may not be served for more than (4) four hours and cannot be served during the last 30 minutes of the event regardless of length. No exceptions will be made.

The alcoholic beverages must be dispensed in accordance with the General Statutes of the State of North Carolina. The ABC Commission should be consulted for the applicable permit required for dispensing alcohol beverages. This is a separate State of North Carolina process. Applicants should allow adequate time to complete.

www.ncabc.com
Main number: 1-919-779-0700
Fax number: 1-919-662-3583

Mailing Address:
North Carolina Alcoholic Beverage Control Commission

4307 MAIL SERVICE CENTER
Raleigh, NC 27699-4307

Location Address:
North Carolina Alcoholic Beverage Control Commission
400 E. Tyson Road
Raleigh, NC 27610

Permit questions: (919)948-7941

No one under the age of 21 may be served alcoholic beverages.

Applicant will be required to hire off-duty law enforcement officer(s) for the event. Determination will be made for this requirement prior to the issuance of the permit and is at the discretion of the Rocky Mount City Manager based on the nature, character, time, size, history and location of the event.

The applicant shall have general liability insurance with host liquor liability coverage endorsement or event liability insurance which shall provide coverage in the event of an incident resulting from the serving of alcoholic beverages at the function. The City of Rocky Mount shall be name as a co-insured in such policy. The minimum amount of coverage shall be $1,000,000.

The use of alcoholic beverages shall be in a controlled area specifically identified in the Facility Use Agreement and the ABC Permit. Failure to comply with this requirement may be grounds for denial of future requests.

Additional liability insurance may be required with the City of Rocky Mount identified as co-insured. Determination will be made for this requirement prior to the issuance of the permit and is at the discretion of the Rocky Mount City Manager based on the nature, character, time, size, history and location of the event.

A standard waiver of liability and/or hold harmless agreement shall be executed by the applicant releasing the City of Rocky Mount of any liability associated with the serving of alcoholic beverages on City property.

A Facility Use Agreement will be executed by and between the City of Rocky Mount and the non-profit organization or private group which will be binding and failure to comply with the terms and conditions of the agreement may result in denial of future requests by the requesting party. It is the renter's responsibility to contact the ABC Board to determine the applicable permit required for their event. A copy of any permit issued must be provided to the Facility Rental Coordinator at least one month prior to the event. It will be the renter's responsibility to hire bartenders. **No alcoholic beverages are allowed outside of the event room(s) including outside of the building**. The renter assumes all liability in regard to alcoholic beverages served and consumed during their event. In order to maintain safety, the Parks and Recreation staff reserves the right to request guests that are perceived to be overly intoxicated to leave the premises. Host of the event shall be responsible for providing designated drivers or other means.

ROCKY MOUNT, NC
THE CENTER OF IT ALL

Checklist to Submit a Request to Serve Alcohol Application

Please check the appropriate box to show that you have completed or included the document with this request.

Return to rental office by _____. (One month prior to event date)

Keep a copy of the application for your files.

Applicant (Print) _____ Signature _____ Date: _____

Rental location _____ Event Date _____ Time _____ to _____

Alcohol will be served between the hours of: _____ and _____

ITEMS TO INCLUDE:	
Checklist for submitting a complete application and $50 processing fee paid to the City of Rocky Mount.	
Applicant's completed rental agreement	
Applicant's completed release and indemnity	
Applicant's certificate of insurance in the amount of $1,000,000 identifying the City of Rocky Mount as the co-insured	
City of Rocky Mount Police security has been arranged from the hours of _____ to _____. Contact Sgt. John Denton, (252) 972-1475 or John.Denton@rockymountnc.gov by _____. (**One month prior to the event date**).	
NC ABC Commission Limited Special Occasion Permit **IN THE NAME OF THE APPLICANT ON CONTRACT**. *The permit, application and insurance must be in the same name.* The ABC Commission does not require a permit for beer and wine; this is a requirement of the City of Rocky Mount to serve *any* type of alcohol in a City facility. The items below are required by the ABC Commission to receive the Limited Special Occasion Permit. These items are subject to change by the ABC Commission. A. Complete the application by printing in ink. B. Application must be notarized. C. Fee is $50.00 submitted by certified check, cashier's check or money order made payable to the NC ABC. D. Submit a copy of the lease/rental agreement or complete "Lease Information Box" on the back of this form. E. Submit a certified copy of the applicant's Criminal Record. May be obtained from the Clerk of Court in the county in which you reside. ***Non-profit organizations are required to receive a Special One-Time Permit additional requirements may apply.***	

Office Use Only

Rental Staff Signature: _____ Date: _____

Recreation Superintendent's Signature: _____ Date: _____

Director of Parks & Recreation's Signature: _____ Date: _____

City Manager's Signature: _____ Date: _____