

**AMENDED AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, MARCH 9, 2017, 7:00 PM**

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Appearance and recognition of guests and citizens.
4. Consent agenda:
 - (a) Approval of the meeting minutes prepared for the city council meeting held on February 9, 2017.
 - (b) Approval of the general account of the closed session held during the city council meeting on February 9, 2017.
 - (c) Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for February 6, 2017.
 - (d) Acknowledgement and announcement of the 15-day notice of a construction project to enhance the city's sewer maintenance program by installing sewer service line clean-outs along the following streets: Parkside Drive, Saddlewood Court, N. Elm Street, Dover Street, Virginia Avenue, E. Central Avenue, Old Liberty Road, N. Fayetteville Street, and W. Bailey Street.
 - (e) Acknowledgement of the receipt of a letter dated March 2, 2017, from the supervisor of inspections in the North Carolina Department of Insurance's Office of State Fire Marshal stating that, during a recent inspection, the Asheboro Fire Department met the requirements for a rated and certified department.
 - (f) Approval of a resolution awarding to a retiring officer of the Asheboro Police Department his service side arm.
 - (g) Approval of a petty cash fund and cash change fund ordinance.
5. Mayor Smith will recognize Ms. Linda Brown, President of the Asheboro/Randolph Chamber of Commerce, who will present the 2016 retail sales report.

Amended Agenda

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6. Mayor Smith will open a public hearing on the question of engaging in an economic development project with a company that is considering expanding its operations in Asheboro and Randolph County.
7. Mayor Smith will open a quasi-judicial hearing on the question of issuing a pawnbroker's license.
8. Public comment period.
9. Community Development Director Trevor Nuttall will request council action on the following items:
 - (a) An extension of time between the reviews of the preliminary and final subdivision plats for Springwood Townhomes.
 - (b) Reappointment of Ms. Cynthia Bailey for a five-year term of office on the Redevelopment Commission, effective April 1, 2017.
 - (c) Reappointment of Ms. Katie Snuggs for a five-year term of office on the Redevelopment Commission, effective April 1, 2017.
10. The Finance Director Deborah Reaves will present the following proposed ordinances to the council for approval:
 - (a) General Fund Amendment (FY 2016-2017)
 - (b) Water and Sewer Amendment (FY 2016-2017)
 - (c) General Fund (FY 2016-2017) and Airport Improvements Fund (#66) amendments related to the Asheboro Regional Airport Ramp Rehabilitation Project
11. City Engineer Michael Leonard, PE will present for council action the following items:
 - (a) An increase in the contract price from \$589,748.00 to \$609,100.60, an increase of \$19,352.60, for additional work performed on the Asheboro Regional Airport Ramp Rehabilitation Project.

- (b) Approval of work authorization No. 2 to update the Airport Layout Plan (ALP).
 - (c) Approval of an agreement with Waugh Asphalt, Inc. for \$109,419.56 to improve the parking lot located on South Church Street at the water tower.
 - (d) Award of a contract to rehabilitate the metal roofing for the entire main building at the public works facility.
12. Water Resources Director Michael Rhoney, PE will present the following items:
- (a) Status report on the drinking water notice distributed on March 1, 2017.
 - (b) A request for approval of a professional design services contract with Sturgill Engineering, PA for the Arc Flash Study for Lift Stations 12-17 Project.
 - (c) A request for approval of a professional design services contract with Hiram J. Marziano, PE for an engineering study focused on Lift Station No. 3.
13. Mayor Smith will lead a discussion of upcoming events and items not on the agenda.
14. Mayor Smith will open the floor for a motion to go into closed session, pursuant to Section 143-318.11(a)(4) of the North Carolina General Statutes, in order to discuss matters relating to the location or expansion of industries or other businesses in the area served by the City of Asheboro, including agreement on a tentative list of economic development incentives that may be offered by the city in negotiations.
15. Return to open session and adjourn.

REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING
THURSDAY, FEBRUARY 9, 2017
7:00 p.m.

This being the time and place for a regular meeting of the Asheboro City Council, a meeting was held with the following elected officials and city management team members present:

David H. Smith) – Mayor Presiding

Clark R. Bell)
Edward J. Burks)
Linda H. Carter)
Walker B. Moffitt) – Council Members Present
Jane H. Redding)
Katie L. Snuggs)
Charles A. Swiers)

John N. Ogburn, III, City Manager
Edsel L. Brown, Code Enforcement Officer
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
David J. Hutchins, Public Works Director
Michael L. Leonard, P.E., City Engineer
Mark T. Lineberry, Police Major
Trevor L. Nuttall, Community Development Director
Randy C. Purvis, Chief Building Inspector
Deborah P. Reaves, Finance Director
Jeffrey C. Sugg, City Attorney

1. Call to order.

A quorum thus being present, Mayor Smith called the meeting to order for the transaction of business, and business was transacted as follows.

2. Moment of silent prayer and pledge of allegiance.

After a moment of silence was observed in order to allow for private prayer and meditation, Mayor Smith asked everyone to stand and say the pledge of allegiance.

3. Appearance and recognition of guests and citizens.

Mayor Smith welcomed everyone in attendance.

4. Consent agenda:

Upon motion by Mr. Burks and seconded by Ms. Carter, Council voted unanimously to approve/adopt each of the following consent agenda items.

(a) The meeting minutes of the city council’s regular meeting on January 12, 2017.

A copy of the approved minutes is on file in the city clerk’s office, and an electronic copy of the approved minutes is posted on the city’s website.

(b) The general account of the closed session held during the city council’s regular meeting on January 12, 2017.

A copy of the approved general account is on file in the city clerk’s office.

(c) A resolution to seal the general account of the closed session on January 12, 2017.

The following resolution was approved as part of the consent agenda by unanimous vote of the city council.

RESOLUTION NUMBER 02 RES 2-17

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Resolution Sealing the General Account of a Closed Session
Held on January 12, 2017

WHEREAS, Section 143-318.10(e) of the North Carolina General Statutes provides, in pertinent part, that the “minutes or an account of a closed session conducted in compliance with G.S. 143-318.11 may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session;” and

WHEREAS, pursuant to Section 143-318.11(a)(4) of the North Carolina General Statutes, the city council, upon unanimous adoption of a properly made and seconded motion, went into closed session during a regular meeting on January 12, 2017, in order to discuss matters relating to the location or expansion of industries or other businesses in the City of Asheboro; and

WHEREAS, the purpose for going into closed session on January 12, 2017, would be frustrated if the general account of the closed session were to be made available for public inspection at this time;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the general account of the said closed session held on January 12, 2017, is to be sealed so long as public inspection of the records would frustrate the purpose of the closed session; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the city manager is hereby authorized to act as the council’s agent with the authority to unseal these records when the purpose of the closed session would no longer be frustrated by making the records available for public inspection or when the unsealing of the said general account is otherwise required by law.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on February 9, 2017.

/s/ David H. Smith
David H. Smith, Mayor

ATTEST:

/s/ Holly H. Doerr
Holly H. Doerr, CMC, NCCMC, City Clerk

- (d) **Acknowledgement and announcement of the 15-day notice of a construction project to replace existing water lines along the following street locations:**
- (i) **Pennsylvania Avenue (from Hopewell Street to the end of Pennsylvania Avenue); and**
 - (ii) **Westmont Circle (from the intersection of Park Drive to the intersection of Westmont Drive).**
- (e) **An ordinance to amend the Economic & Tourism Development Fund.**

The following ordinance was approved as part of the consent agenda by unanimous vote of the city council.

03 ORD 2-17

ORDINANCE TO AMEND THE ECONOMIC & TOURISM DEVELOPMENT FUND FY 2016-2017

WHEREAS, the City Council of the City of Asheboro was presented with an economic development project relating to the manufacturing facility expansion of Technimark LLC, and;

WHEREAS, Technimark’s project would result in an investment of approximately \$6 million dollars in real property to expand its manufacturing facility and hire a minimum of 224 new employees, and;

WHEREAS, the City Council authorized the City of Asheboro to support Technimark’s expansion through an agreement for economic incentives payments signed December 5th, 2014, and;

WHEREAS, the City of Asheboro will provide economic incentives in the amount of \$500,000 to be paid over 6 years in equal installments of \$80,000 per year during year 1 thru year 5 and \$100,000 in the final year 6, and;

WHEREAS, the City of Asheboro is ready to set up the financial accounting infrastructure to manage the revenues and expenses relating to this incentives agreement, and;

WHEREAS, the budget as adopted requires amendment to be in compliance with all generally accepted accounting principles, and;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA:

Section 1: That the following Revenue line item be increased:

<u>Account #</u>	<u>Revenue Description</u>	<u>Increase</u>	<u>Amended Budget</u>
72-370-0001	Contribution for Technimark 12-2014 agreement	500,000	500,000

Section 2: That the following Expense line item be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>	<u>Amended Budget</u>
72-850-3100	Technimark Incentive 12-2014 agreement	500,000	500,000

Adopted this the 9th day of February, 2017.

/s/David H. Smith
David H. Smith, Mayor

ATTEST:

/s/Holly H. Doerr
Holly H Doerr, CMC, NCCMC, City Clerk

(f) The final decision document for land use case no. CUP-17-01.

The following final decision document was approved as part of the consent agenda by unanimous vote of the city council.

Case No. CUP-17-01
City Council
City of Asheboro, North Carolina

IN THE MATTER OF THE APPLICATION BY CF PROPERTIES, LLC FOR A CONDITIONAL USE PERMIT AUTHORIZING A LAND USE IDENTIFIED AS MANUFACTURING, PROCESSING, AND ASSEMBLY – LIGHT

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING, WITH CONDITIONS, THE REQUESTED CONDITIONAL USE PERMIT

THIS MATTER came before the Asheboro City Council (the “Council”) for a properly advertised quasi-judicial hearing on the question of whether to approve an application by CF Properties, LLC for a Conditional Use Permit. The hearing was opened and sworn testimony received during a regular meeting of the Asheboro City Council that was held on January 12, 2017. Having considered all competent evidence and argument, the Council, on the basis of competent, material, and substantial evidence, does hereby enter the following:

FINDINGS OF FACT

1. CF Properties, LLC (the “Applicant”) has properly filed an application for a Conditional Use Permit (“CUP”) authorizing a land use labeled by the Asheboro Zoning Ordinance (the “Ordinance”) as a Manufacturing, Processing, and Assembly – Light use on the Applicant’s land that is located along the north side of East Dorsett Avenue and is more specifically identified by Randolph County Parcel Identification Number 7750973085 (the said property for which the CUP has been requested will be hereinafter referred to as the “Zoning Lot”).

2. The specific permit sought by the Applicant is needed to construct and operate, in compliance with the Ordinance, the hemp processing facility that the Applicant wants to establish on the Zoning Lot.

3. During the fall of 2016, the Council conducted a quasi-judicial hearing and, on the basis of the evidence presented during the hearing, issued a CUP that provided the necessary land use authorizations for constructing and operating a hemp processing facility. The existing CUP was issued under community development division file no. CUP-16-12, and the final decision document for that case was approved by the Council on November 10, 2016.

4. On the basis of the CUP issued under file number CUP-16-12 (the "Initial CUP"), a land disturbance permit has already been issued to the Applicant to allow grading on the Zoning Lot.

5. However, the Applicant has changed the layout proposed on the site plan approved with the Initial CUP by reorienting and expanding the proposed building.

6. Section 1013.5 (Minor Changes to be Approved by Zoning Administrator / Modifications Require Action by City Council) of the Ordinance addresses the issue of changes and modifications in plans that are part of an approved CUP by providing as follows:

The Zoning Administrator is authorized to approve minor changes in the approved plans of Conditional Uses, as long as they are in harmony with action of the approving body, but shall not have the power to approve changes that constitute a modification of the approval. A modification shall require approval of the City Council and shall be handled as a new application.

The following actions shall constitute a modification, unless expressly authorized by the permit.

- A. *(Reserved for future amendments)*
- B. *The erection of a new structure or the addition to an existing structure that:*
 - 1. *exceeds 1,000 square feet, either cumulatively or non-cumulatively;*
 - 2. *exceeds 10% of the useable floor area, either cumulatively or non-cumulatively, approved by the City Council as part of its review of the applicable Conditional Use Permit; or*
 - 3. *results in any portion of a structure being located closer than thirty (30) feet to an adjoining property developed with a single-family or two-family dwelling.*
- C. *An increase in number of dwelling or lodging units.*
- D. *An increase in outside land area devoted to sales, displays, or demonstrations.*
- E. *Any change in parking areas resulting in an increase or reduction of 5% or more in the number of spaces approved by the City Council. In no case shall the number of spaces be reduced below the minimum required by the ordinance.*
- F. *Structural alterations significantly affecting the basic form, style, ornamentation and the like of the building as shown on the approved plan.*
- G. *Substantial change in the amount and/or location of open space, recreation facilities or landscape buffers/screens.*
- H. *A change in use.*
- I. *Substantial changes in pedestrian or vehicular access or circulation.*

Notwithstanding any other provision within this Section, the Zoning Administrator is expressly prohibited from approving any changes that would be in conflict with the requirements of the Zoning Ordinance or significantly contrary to the Findings of Facts, Conclusions of Law, or Order as outlined (for) the applicable Conditional Use Permit. The Zoning Administrator shall, before making a determination as to whether a proposed action is a minor change or a modification, review the record of the proceedings on the original application for the approval of the Conditional Use.

The Zoning Administrator shall, if he determines that the proposed action is a modification, require the applicant to file a request for approval of the modification, which shall be submitted to the City Council. The Council may approve or disapprove the application for approval of a modification.

7. Section 1013.7 of the Ordinance provides as follows:

The City Council may change or amend any Conditional Use Permit after a public hearing, and subject to the same consideration as provided for in this Article for the original issuance of a Conditional Use Permit.

8. The changes proposed by the Applicant in the new application, specifically including the revised site plan and building elevations, consist of increasing the square footage of the proposed building from 5,200 square feet to 6,287 square feet, increasing the building height from 16' to 22' on the building front, and moving parking and driveway locations so as to move the parking further from the adjoining residential properties to the north and east with the resulting effect of this change bringing the building closer to the said residential properties.

9. Mr. Bob Crumley presented testimony on behalf of the Applicant and in support of the request for a new CUP. Based on Mr. Crumley's uncontroverted testimony, the relocation of the building on the Zoning Lot was prompted by a desire to avoid building a retaining wall that would be subject to disturbance from heavy trucks unloading the facility's dumpster. The change in design will put the dumpster on the west side rather than the east side of the lot, and this change in location will lower the profile of the dumpster. The other changes in the building design flowed from this redesign of the facility layout.

10. The increased building height is still compliant with the height restrictions prescribed by the Ordinance.

11. The community development director offered uncontroverted testimony that the revised site plan and building elevations submitted for this case (Case No. CUP-17-01) comply with the specifications and standards established by the Ordinance.

12. Mr. Crumley offered uncontroverted testimony that the number of employees, types of equipment, and volume of activity at the proposed facility has not changed since the last time he appeared before the Council to request the Initial CUP. Except for the changes specifically noted above, Mr. Crumley testified, without challenge from any party, that the evidence originally presented in support of the Initial CUP remains valid, and he incorporated by reference the previous testimony and evidence submitted to the Council for the Initial CUP.

13. The findings entered by this Council on the basis of the evidence submitted in support of the Initial CUP were as follows:

1. *Mr. Bob Crumley has properly submitted an application on behalf of CF Properties, LLC (the "Applicant") for a Conditional Use Permit authorizing a land use identified in Table 200-2 of the Asheboro Zoning Ordinance (the "AZO") as Manufacturing, Processing, and Assembly - Light.*

2. *In compliance with the AZO, the Applicant included with the application a site plan showing the proposed land use on a parcel of land owned by the Applicant. This parcel of land (the "Zoning Lot") is located on the north side of East Dorsett Avenue and is more specifically identified by Randolph County Parcel Identification Number 7750973085.*

3. *The Zoning Lot is approximately 23,674 square feet (0.543 of an acre) in size and is inside the city limits of Asheboro with access to municipal services.*

4. *The Zoning Lot is in a CUB2 (Conditional Use General Business) zoning district. While a small area along the eastern boundary of the Zoning Lot is shown on the geographic information system to be subject to R7.5 (Medium-Density Residential) zoning, no evidence has been found in other public records to confirm the existence of this residential zoning area within the Zoning Lot. Furthermore, Section 103.3 of the AZO provides, in pertinent part, as follows:*

"Where a district boundary line divides a lot or tract in single ownership, the district requirements for the least restricted portion of such lot or tract shall be deemed to apply to the whole thereof, provided such extensions shall not include any part of a lot or tract more than fifty (50) feet beyond the district boundary line. The term 'least restricted' shall refer to zoning restrictions, not lot or tract size."

Due to the fact that the purported R7.5 zoning extends less than 50 feet beyond the zoning boundary line, the district requirements for a CUB2 zoning district apply to the entire Zoning Lot.

5. *Section 102 of the AZO describes a Conditional Use District as follows:*

"Each Conditional Use District corresponds to a related district in this Ordinance. Where certain types of zoning districts would be inappropriate under certain conditions, and the rezoning applicant desires rezoning to

such a district, the CU District is a means by which special conditions can be imposed in the furtherance of the purpose of this Ordinance.”

6. Section 102 of the AZO further provides as follows:

“Within a CU District, only those uses specifically permitted in the zoning district to which the CU District corresponds (i.e., R15 and CUR15) shall be permitted, and all other requirements of the corresponding district shall be met. It is the intent of this ordinance that all requirements within a CU District be equal to or more stringent than those in a corresponding non-CU District.

In addition, within a CU District no use shall be submitted (sic) except as pursuant to a Conditional Use Permit authorized by the City Council, which shall specify the use or uses authorized. Such permit may further specify the location on the property of the proposed use or uses, the number of dwelling units or Floor Area Ratio, the location and extent of supporting facilities including but not limited to parking lots, driveways and access streets, the location and extent of buffer areas and other special purpose areas, the timing of development, the location and extent of rights-of-way and other areas to be dedicated for public use, and other such matters as the applicant may propose as conditions upon the request. In granting a Conditional Use Permit, the Council may impose such additional reasonable and appropriate safeguards upon such permit as it may deem necessary in order that the purpose and intent of this Ordinance are served, public welfare secured and substantial justice done.

The authorization of a Conditional Use Permit in any CU District for any use which is permitted only as a Special Use in the zoning district which corresponds to the CU District shall preclude any requirement for obtaining a Special Use Permit for any such use from the City Council.”

7. Section 1013.2 of the AZO establishes the following standards for the issuance by the Council of a Conditional Use Permit:

“In considering an application for a Conditional Use Permit, the City Council shall give due regard that the purpose and intent of this ordinance shall be served, public safety and welfare secured and substantial justice done. If the City Council should find, after a public hearing, that the proposed Conditional Use Permit should not be granted, such proposed permit shall be denied. Specifically the following general standards shall be met:

- 1. That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.*
- 2. That the use meets all required conditions and specifications.*
- 3. That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity, and,*
- 4. That the location and character of the use if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located and in general conformity with the plan of development of Asheboro and its environs.”*

8. The Manufacturing, Processing, and Assembly – Light land use (also referred to as “Manufacturing, Processing, and Assembling, Light” in the AZO) is defined by the AZO to mean the following:

“Activities described in Manufacturing, Processing and Assembling, Heavy conducted wholly within an enclosed structure and not employing more than 10 persons and utilizing no more than a total of 25 horsepower in power driven machines and material handling equipment.”

9. The Manufacturing, Processing, and Assembling, Heavy land use is defined by the AZO to mean the following:

“The mechanical or chemical transformation of materials or substances into new products. The land uses engaged in these activities are usually described as plants, factories, or mills and characteristically use power-

driven machines and materials handling equipment. Establishments engaged in assembling component parts of manufactured products are also considered under this definition, if the new product is neither a fixed structure nor other fixed improvement. Also included is the blending of materials such as lubricating oils, plastics, resins or liquors.”

10. *The Manufacturing, Processing, and Assembly – Light land use is permitted by Special Use Permit in a B2 zoning district, and the Zoning Lot is in a CUB2 district.*

11. *Section 628 (Manufacturing, Processing, and Assembly, Light) of the AZO addresses the requirements for the issuance of a Special Use Permit authorizing a Manufacturing, Processing, and Assembly, Light land use and specifically provides as follows:*

“Light manufacturing activities may be permitted in B2 districts subject to the following standards:

628.1 *Off-street parking and loading spaces provided in accordance with Article 400.*

628.2 *The applicant shall have adequate facilities (water, sewerage, etc.) so that the proposed operation shall meet the requirements of the City Fire, Building Inspection, and Engineering Departments.*

628.3 *The activity shall not endanger, damage, or have any other undesirable effects upon nearby non-industrial development by reason of its existence and operation.*

628.4 *Buffering and screening shall be required as set forth in Article 304A.*

628.5 *Approvals granted under this section shall be for one specific use, to be identified by the applicant at the time of application, and shall not be transferable to other light industrial uses. Requests for such changes in use shall be covered by the submission of a separate Special Use Permit Application.*

628.6 *Light Manufacturing, Processing and Assembly as permitted by this SUP shall mean activities which are conducted within a fully enclosed structure, require no outdoor storage, utilizes no boilers or other equipment in excess of 25 HP individually, and employ a total of 10 or fewer employees.”*

12. *The surrounding land uses are as follows:*

North: *Single-Family Residential*

East: *Single-Family Residential*

South: *Commercial*

West: *Commercial*

13. *With regard to the city’s comprehensive development plans, the Growth Strategy Map identifies the area in which the Zoning Lot is located as a primary growth area, and the proposed land development plan map designates the area as neighborhood residential.*

14. *While the Land Development Plan’s Proposed Land Use Map identifies the area in which the Zoning Lot is located as neighborhood residential, the property has been zoned commercial since 1988.*

15. *The Zoning Lot is currently used for a gravel parking lot, but the Applicant is proposing to construct a new 5,200-square foot building on the Zoning Lot for hemp processing.*

16. *One access driveway is proposed from East Dorsett Avenue, which is a city-maintained street.*

17. *The Applicant is proposing 12 parking spaces for the Zoning Lot, and, in light of the maximum number of employees authorized by the above-quoted Section 628, this proposal is compliant with the parking requirements of the AZO.*

18. Under the AZO, the required buffering/screening is either a 10-foot Type C screen or a 25-foot Type C buffer adjacent to the residentially zoned (R7.5) property on the north and east sides of the Zoning Lot. The Applicant is proposing a 10-foot screen that will use a combination of existing vegetation and planted vegetation consisting of deciduous trees, bamboo, and evergreen vegetation. Supplemental vegetation will be used as needed to meet the AZO's buffering/screening requirements.

19. In an effort to ensure the compatibility of the proposed use of the Zoning Lot with surrounding land uses and to ensure future compliance with the AZO, the city planning staff recommended the following conditions for attachment to any Conditional Use Permit that may be issued to the Applicant:

- (A) Consistent with Section 628.5 of the AZO, the specific Manufacturing, Processing, and Assembly – Light land use approved by this permit shall include lawful processes involving agricultural and food products of a similar intensity to the specific products the Applicant identified as part of the use proposed for the Zoning Lot.
- (B) The site plan notes a 10' Type C Screen on the northern and eastern boundaries of the Zoning Lot that are adjacent to residentially zoned property. This Type C Screen indicates one (1) evergreen shrub at five (5) feet on center and one (1) evergreen tree at twenty (20) feet on center or an equivalent combination of vegetation and other screening that meets or exceeds the requirements of a Type C Screen. Existing vegetation may also count towards meeting screening/buffering requirements. However, should any deficiency in meeting the landscaping requirements occur, additional buffering or screening measures consistent with Section 304A of the AZO will be required.
- (C) The site plan indicates that no outdoor lighting is proposed at this time. If the Applicant proposes outdoor lighting at a later date, such a proposal shall not be considered a modification requiring the issuance of a new Conditional Use Permit. In such an event, information shall be submitted to the city's planning staff to demonstrate compliance with AZO Section 317A.1 (Performance Standards for all Commercial Zoning Districts – Light) and for inclusion in the planning department's file for the Zoning Lot without further review by the Council.
- (D) Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the Zoning Lot owner shall properly execute and deliver to the Zoning Administrator for recordation in the Office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Conditional Use Permit in the chain of title for the Zoning Lot.

20. Bob Crumley testified in support of the Applicant's proposed use of the Zoning Lot, and this uncontroverted testimony provided the following information:

- (a) The proposed facility will be used for research and processing. The processing of the seeds will include using cold press for oil and roasting for eating. Oil will be bottled and sold at retail. Seeds will also be sold at retail. Cannabinoids will be extracted using organic methods, and the facility will bottle and encapsulate flower extract products. The processing of food and nutritional products will be to food grade and will be subject to federal and state inspections.
- (b) The inventory of bulk raw material will be maintained at the farm sites and delivered to the facility on the Zoning Lot in "tote bags." There will not be any outside bins.
- (c) The proposed building will incorporate a stone look with stucco, glass, and pre-finished metal panels.
- (d) The delivery door for the processing facility will be mounted on the side of the building and will not front the street.
- (e) The number of employees at the facility and the horsepower used by the facility's portable equipment will stay within the limitations prescribed by the AZO.
- (f) The equipment at the hemp processing facility will not generate external noise.

- (g) *No harsh chemicals are used to process the hemp, and no air or water contaminants will be produced as a result of processing hemp.*
- (h) *The small scale nature of the proposed hemp processing facility will not produce excessive traffic in general or excessive tractor-trailer deliveries in particular.*
- (i) *Mr. Crumley owns a significant amount of adjoining real property, and he cannot see any measurable negative impact on the value of the adjoining property as a consequence of the proposed development of the hemp processing facility.*

21. *The site plan presented to the Council by the Applicant conforms to the regulations prescribed by the AZO.*

22. *Bob Crumley, who is an authorized representative of the Applicant, testified that the Applicant accepts the conditions suggested by the city planning staff.*

23. *No testimony was offered in opposition to the Applicant's request for a Conditional Use Permit.*

14. No testimony was offered in opposition to the Applicant's request for a CUP authorizing the hemp processing facility shown in the revised site plan and building elevations.

15. As with the Initial CUP, the city planning staff recommended conditions for attachment to the requested permit. The goal of these conditions is to ensure the compatibility of the proposed use of the Zoning Lot with surrounding land uses and to ensure future compliance with the Ordinance. During his testimony, Mr. Crumley, on behalf of the Applicant, expressed agreement with the recommendation to attach these conditions to the requested CUP. The recommended conditions are as follows:

- (A) Consistent with Section 628.5 of the Ordinance, the specific Manufacturing, Processing, and Assembly – Light land use approved by this permit shall include lawful processes involving agricultural and food products of a similar intensity to the specific products the Applicant identified as part of the use proposed for the Zoning Lot.
- (B) The site plan notes a 10' Type C Screen on the northern and eastern boundaries of the Zoning Lot that are adjacent to residentially zoned property. This Type C Screen indicates one (1) evergreen shrub at five (5) feet on center and one (1) evergreen tree at twenty (20) feet on center or an equivalent combination of vegetation and other screening that meets or exceeds the requirements of a Type C Screen. Existing vegetation may also count towards meeting screening/buffering requirements. However, should any deficiency in meeting the landscaping requirements occur, additional buffering or screening measures consistent with Section 304A of the Ordinance will be required.
- (C) The site plan indicates that no outdoor lighting is proposed at this time. If the Applicant proposes outdoor lighting at a later date, such a proposal shall not be considered a modification requiring the issuance of a new Conditional Use Permit. In such an event, information shall be submitted to the city's planning staff to demonstrate compliance with the Ordinance's Section 317A.1 (Performance Standards for all Commercial Zoning Districts – Light) and for inclusion in the planning department's file for the Zoning Lot without further review by the Council.
- (D) The site plan shows a Screen C located on the east side of the Zoning Lot that is adjacent to the Darren R. Thornburg and Shannon R. Thornburg property identified by Deed Book 2404, Page 1492, Randolph County Registry. This screening may be changed to the screening required, if any, by Section 304A of the Ordinance in accordance with future land use and zoning classifications for that adjoining property. Consequently, if the screening requirements for this specific portion of the Zoning Lot change in the future due to the application of the Ordinance to the facts on the ground, such a change shall not be deemed to be a modification that would require a new CUP. In the event of an occurrence that comes within the parameters of this condition, a revised site plan shall be submitted to the city's planning staff for review for compliance with the Ordinance and, if compliant, the revised site plan shall be included in the file for this CUP without further review or action by the Council.
- (E) Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the Zoning Lot owner shall properly execute and deliver to the Zoning Administrator for recordation in the Office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Conditional Use Permit in the chain of title for the Zoning Lot.

Based on the foregoing findings of fact, the Council hereby enters the following:

CONCLUSIONS OF LAW

1. When an applicant has produced competent, material, and substantial evidence tending to establish the existence of the facts and conditions that the Ordinance requires for the issuance of a Conditional Use Permit, prima facie the applicant is entitled to the permit. A denial of the permit has to be based upon findings contra that are supported by competent, substantial, and material evidence appearing in the record.

2. In this case, the Applicant properly submitted an application, with a revised site plan and building elevations, for a Conditional Use Permit authorizing a Manufacturing, Processing, and Assembly – Light land use, more specifically a hemp processing facility, on the Zoning Lot that is located in a CUB2 zoning district.

3. In light of the evidence and the acceptance by the Applicant of the conditions attached to the Conditional Use Permit by the Council, the Applicant's proposed land use, as revised, is compliant with the applicable requirements of the Asheboro Zoning Ordinance.

4. On the basis of substantial evidence in the record, the Council has concluded that the proposed land use, as revised, meets the four general standards for granting the requested Conditional Use Permit. The proposed land use will not materially endanger the public health or safety, meets all required conditions and specifications of the zoning ordinance, will not substantially injure the value of adjoining or abutting property, and will be in harmony with the area in which it is to be located and is in general conformity with Asheboro's plan of development.

Based on the above-recited findings of fact and conclusions of law, the Council hereby enters the following:

ORDER

Subject to the following conditions, a Conditional Use Permit authorizing on the Zoning Lot the above-described Manufacturing, Processing, and Assembly – Light land use, more specifically a hemp processing facility, is hereby approved and issued to the Applicant and the Applicant's heirs, successors, and assigns. The continuing validity of this Conditional Use Permit is hereby made expressly contingent upon the Applicant and the Applicant's heirs, successors, and assigns complying at all times with the applicable provisions of the Asheboro Zoning Ordinance, the site plan presented and approved during the hearing of this matter on January 12, 2017, and the following supplementary conditions:

- (A) Consistent with Section 628.5 of the Ordinance, the specific Manufacturing, Processing, and Assembly – Light land use approved by this permit shall include lawful processes involving agricultural and food products of a similar intensity to the specific products the Applicant identified as part of the use proposed for the Zoning Lot.
- (B) The site plan notes a 10' Type C Screen on the northern and eastern boundaries of the Zoning Lot that are adjacent to residentially zoned property. This Type C Screen indicates one (1) evergreen shrub at five (5) feet on center and one (1) evergreen tree at twenty (20) feet on center or an equivalent combination of vegetation and other screening that meets or exceeds the requirements of a Type C Screen. Existing vegetation may also count towards meeting screening/buffering requirements. However, should any deficiency in meeting the landscaping requirements occur, additional buffering or screening measures consistent with Section 304A of the Ordinance will be required.
- (C) The site plan indicates that no outdoor lighting is proposed at this time. If the Applicant proposes outdoor lighting at a later date, such a proposal shall not be considered a modification requiring the issuance of a new Conditional Use Permit. In such an event, information shall be submitted to the city's planning staff to demonstrate compliance with the Ordinance's Section 317A.1 (Performance Standards for all Commercial Zoning Districts – Light) and for inclusion in the planning department's file for the Zoning Lot without further review by the Council.
- (D) The site plan shows a Screen C located on the east side of the Zoning Lot that is adjacent to the Darren R. Thornburg and Shannon R. Thornburg property identified by Deed Book 2404, Page 1492, Randolph County Registry. This screening may be changed to the screening required, if any, by Section 304A of the Ordinance in accordance with future land use and zoning classifications for that adjoining property. Consequently, if the screening requirements for this specific portion of the Zoning Lot change in the future due to the application of the Ordinance to the facts on the ground, such a change shall not be deemed to be a modification that would require a new CUP. In the event of an occurrence that comes within the parameters of this condition, a revised site plan shall be submitted to the city's planning staff for review for compliance with the Ordinance and, if compliant, the revised site plan shall be included in the file for this CUP without further review or action by the Council.
- (E) Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the Zoning Lot owner shall properly execute and deliver to the Zoning Administrator for recordation in the Office

of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Conditional Use Permit in the chain of title for the Zoning Lot.

The above-listed findings, conclusions, and order were adopted by the Asheboro City Council in open session during a regular meeting held by the governing board on the 9th day of February, 2017.

/s/David H. Smith
David H. Smith, Mayor

ATTEST:

/s/Holly H. Doerr
Holly H. Doerr, CMC, NCCMC, City Clerk

- (g) **Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for January 2, 2017.**

A copy of the said meeting minutes is on file in the city clerk's office.

- (h) **An ordinance to align the city's malt beverage and wine privilege license tax provisions with the enabling legislation in the North Carolina General Statutes.**

The following ordinance was approved as part of the consent agenda by unanimous vote of the city council.

ORDINANCE NUMBER 04 ORD 2-17

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Ordinance to Align the City of Asheboro Malt Beverage and Wine Privilege License Tax Provisions with Enabling Legislation in the North Carolina General Statutes

WHEREAS, during an annual review of the city's malt beverage and wine privilege license tax provisions, a determination was made by the city's legal counsel that, due to amendments to the North Carolina General Statutes, clear statutory authority does not currently exist to support the imposition of a tax of \$62.50 on wholesalers of both malt beverages and wine; and

WHEREAS, Section 105-113.79 of the North Carolina General Statutes explicitly authorizes the city to charge an annual tax of not more than thirty-seven dollars and fifty cents (\$37.50) for a city malt beverage wholesaler or a city wine wholesaler license; and

WHEREAS, Section 118.01(c) of the Code of Asheboro contains the city privilege license tax provisions applicable to malt beverage and wine wholesalers; and

WHEREAS, on the basis of the above-referenced annual review, the city staff has recommended, and the City Council concurs with this this recommendation, to amend the Code of Asheboro as specified herein for the purpose of updating and conforming the city's code of ordinances with the current interpretation by legal counsel of the applicable provisions in the North Carolina General Statutes;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro as follows:

Section 1. Section 118.01 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 118.01 LOCAL PRIVILEGE LICENSE TAXES

- (A) ***Retail License and Tax.*** A person holding any of the following retail ABC permits for an establishment located within the corporate limits of the City of Asheboro shall obtain from the city clerk a city license for that activity. The annual tax for each license is as stated below.

<i>ABC Permit</i>	<i>Tax for Corresponding License</i>
On-premises malt beverage	\$15.00
Off-premises malt beverage	\$5.00
On-premises unfortified wine, on-premises fortified wine, or both	\$15.00
Off-premises unfortified wine, off-premises fortified wine, or both	\$10.00

- (B) *Tax on Additional License.* The tax stated in division (A) of this section is the tax for the first license issued to a person. The tax for each additional license of the same type issued to that person for the same year is one hundred ten percent (110%) of the base license tax, that increase to apply progressively for each additional license.
- (C) ~~*Tax on Malt Beverage or Wine Wholesalers.* City malt beverage and wine wholesaler licenses are required for businesses located within the corporate limits of the City of Asheboro. No such license is required for a business located outside the city, regardless of whether that business sells or delivers malt beverages or wine inside the city. The amount of the annual tax for each wholesaler license listed in this division is as follows:~~
- (1) ~~The tax for a malt beverage wholesaler is \$37.50;~~
- (2) ~~The tax for a wine wholesaler is \$37.50; and~~
- (3) ~~The tax for a wholesaler of both malt beverages and wine is \$62.50.~~
- (C) *Tax on Malt Beverage and/or Wine Wholesalers.* City malt beverage and wine wholesaler licenses are required for businesses located within the corporate limits of the City of Asheboro. No such license is required for a business located outside the city, regardless of whether that business sells or delivers malt beverages or wine inside the city. The annual tax for a city malt beverage wholesaler and/or city wine wholesaler is \$37.50.

Section 2. No action or proceeding of any nature (whether civil or criminal, judicial or administrative, or otherwise) pending at the effective date of this Ordinance shall be abated or otherwise affected by the adoption of this Ordinance. Similarly, the adoption of this Ordinance shall in no way impair the ability of the city to collect malt beverage and wine privilege license taxes that were due and payable prior to February 9, 2017, and that remain unpaid.

Section 3. All previously adopted ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 4. This Ordinance shall be in full force and effect upon and after the 9th day of February, 2017.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting that was held on the 9th day of February, 2017.

/s/David H. Smith
David H. Smith, Mayor

ATTEST:

/s/Holly H. Doerr
Holly H. Doerr, CMC, NCCMC, City Clerk

5. Presentation of the city's fiscal year-end audit report.

The City Council received from Mr. Steve Hackett, CPA the audit report for the fiscal year that ended June 30, 2016. During his presentation, Mr. Hackett reported that the city received what is commonly referred to as a "clean audit" (currently also referred to as an "unmodified opinion") that reflects an unqualified acceptance of the city's financial statements.

6. Randolph County Economic Development Corporation's annual report.

Ms. Bonnie Renfro, who is the President of the Randolph County Economic Development Corporation ("RCEDC"), led the presentation of the annual report from the RCEDC. Ms. Renfro was joined in this presentation by Board of Directors Chair John Grey, P.E, Board of Directors Vice-Chair Skip Marsh, and Kevin Franklin, who is the Existing Business and Industry Coordinator for the RCEDC.

Ms. Renfro discussed highlights from the annual report. Some of these highlights included, but are not limited to, the decrease in the unemployment rate within Randolph County, an increase in the number of jobs created, and an increase in business and project activity such as the development of New Century Business Park.

Additionally, Ms. Renfro thanked the Council for its support over the years as she will be retiring later this year. In return, Mayor Smith thanked Ms. Renfro for her hard work and efforts in supporting economic growth in Randolph County throughout her tenure. He then congratulated Ms. Renfro on her upcoming retirement.

No formal action was taken by the City Council in response to this presentation. Copies of the materials distributed by Ms. Renfro and Mr. Franklin are on file in the city clerk's office.

7. Update on the I-73/74 Association meeting in Washington, DC.

Mayor Pro Tempore Walker Moffitt utilized a visual presentation and gave a brief overview of the National I-73/I-74/I-75 Corridor Association Meeting on February 2, 2017. During his presentation, Mr. Moffitt noted that Mr. Talmadge Baker, who is a former City Council Member was honored at the meeting. He then recognized Mr. Baker, who was in attendance, and presented him with a plaque for his many years of dedicated service to the National I-73/I-74/I-75 Corridor Association.

No formal action was taken by the Council in response to this presentation. A copy of the visual presentation utilized by Mr. Moffitt is on file in the city clerk's office.

8. Public comment period.

Mayor Smith opened the floor for public comments, and none were offered.

In the absence of any comments, Mayor Smith closed the public comment period.

9. Building Inspections annual report.

Mr. Randy Purvis, Chief Building Inspector, presented an overview of the Building Inspection Department's activities during 2016. The department's report reflected a total of 1,039 permits issued with a total of \$96,285.50 in revenue received. A copy of the written report submitted to the council is on file in the city clerk's office.

10. Code Enforcement Annual Report.

Mr. Ed Brown, Code Enforcement Officer, utilized a visual presentation in order to provide an overview of the code enforcement activities during the preceding year. Mr. Brown's report reflected a total of 340 recorded violations for 2016. These violations included, but were not limited to, nuisance violations, non-permitted signs, minimum housing code violations, and zoning violations. A copy of the visual presentation utilized by Mr. Brown is on file in the city clerk's office.

11. Public Works Items.

Public Works Director David Hutchins spoke with the governing board about the operational transition made by the city's public works division, specifically the solid waste handling operations, due to the opening of the county's regional landfill that is sometimes referred to as the Great Oak Landfill. The primary difference is that city garbage trucks are now directly hauling to the county-owned landfill rather than unloading at the city-owned transfer station. At the transfer station, the solid waste would have been loaded onto tractor-trailers owned by the city and transported to an out-of-county landfill.

In addition to discussing operational efficiencies with the change in landfill operations, the public works director also described the operational activities and costs experienced by his division during the most recent winter storm. A copy of the visual presentation used by the public works director during his discussion is on file in the city clerk's office.

No items were presented to the council for action by the public works director. His presentation was informational in nature.

12. Request for council's concurrence with a technical correction of the employee policies and procedures manual's provisions pertaining to holiday leave.

Mr. Sugg presented and recommended adoption, by reference, of a resolution expressing the city council's concurrence with the newly revised City of Asheboro Employee Policies and Procedures Manual.

Upon motion by Ms. Carter and seconded by Mr. Swiers, Council voted unanimously to adopt the following resolution by reference.

RESOLUTION NUMBER _____ **03 RES 2-17**

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION EXPRESSING THE CITY COUNCIL'S CONCURRENCE WITH THE NEWLY REVISED
CITY OF ASHEBORO EMPLOYEE POLICIES AND PROCEDURES MANUAL**

WHEREAS, the City of Asheboro Employee Policies and Procedures Manual (formerly known as the City of Asheboro Personnel Policies and Procedures Manual and hereinafter referred to as the

"Manual") was originally promulgated by the city manager and approved by resolution of the Asheboro City Council on March 4, 2004; and

WHEREAS, the city manager periodically receives recommendations from the human resources director to revise the Manual so as to eliminate areas of ambiguity and to integrate current best practices in the field of human resources management into the Manual; and

WHEREAS, subsequent to January 1, 2017, which was the effective date of the last revision of the Manual, the human resources director recommended to the city manager making technical corrections to the holiday leave provisions in the Manual; and

WHEREAS, the provisions to be revised, which reflect the holiday leave policies of an earlier time period, are inconsistent with the flexibility purposefully built into the current holiday leave provisions; and

WHEREAS, the text for which revisions are proposed is still present in the Manual simply because this legacy text was overlooked during the last revision; and

WHEREAS, the city manager agrees with this recommendation and has decided to incorporate the attached revisions into the Manual with an effective date of February 9, 2017; and

WHEREAS, the Asheboro City Council has concluded that the city manager's decision to make the above-described corrections and update the Manual by adopting the revisions printed below furthers the governing board's goal to create a positive work environment for city employees that advances the council's mission to, among other things, provide the citizens of Asheboro with excellence in municipal services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the governing board hereby concurs with the decision by the city manager to make, with an effective date of February 9, 2017, the following revisions to Article IV (Leaves of Absence), Part B (Types of Leave), Section 1 (Holidays) of the City of Asheboro Employee Policies and Procedures Manual:

The following holidays with pay are authorized for all full-time employees, based on one (1) regular work day per holiday.

New Year's Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving - 2 days
Christmas - 3 days

~~Regular holidays or unscheduled workdays which occur during a vacation, sick or other leave period of any officer or employee of the city shall not be considered as vacation, sick or other leave.~~

~~If any of the above-listed holidays occur during a previously approved leave period (e.g. vacation leave, sick leave, the use of accrued compensatory time off, or otherwise), the available holiday leave will be used to the maximum extent permitted by this section in lieu of any other leave time authorized by this manual. By way of illustration, when calculating the use of accrued leave time, if holiday leave time is available for use by an employee, such holiday leave time shall be used in compliance with this section, as soon as the holiday leave time becomes available for use, in lieu of any other accrued leave time such as compensatory time off, vacation leave, or sick leave.~~

Due to the obligation of the city to provide municipal services on a 24-hour basis, some employees will be required to adhere to a city work schedule that prevents the use of holiday leave on the actual date of a city-recognized holiday. When the city work schedule prevents an employee from availing himself or herself of holiday leave on the actual date of a city-recognized holiday, such an employee may utilize, and the division/department head is to facilitate the employee's use of, the holiday leave time authorized by this section during a 6-month window of opportunity that shall begin to run on the date of the holiday that is the basis of the accrual of the holiday leave time and shall run through the end of the pay period in which the 6-month timeframe concludes. If an employee fails, for any reason, to avail himself or herself of the holiday leave time privilege during the 6-month window of opportunity, the holiday leave time shall be forfeited by the employee.

~~Unless an employee wishes to use holiday leave on a different date that is otherwise compliant with the adopted holiday leave policy, regular holidays or unscheduled workdays that occur during an employee's vacation, sick, or other designated leave period shall not be considered as vacation, sick, or other leave.~~

When any of the aforementioned holidays fall on a Saturday or a Sunday, the day(s) observed will be at the discretion of the city manager.

Notwithstanding any other provision in this section, the city manager may suspend any previously approved holiday leave when, in the discretion of the city manager, the city is confronting events or circumstances

that require the utilization of extraordinary measures and operations by city forces in order to provide the level of service expected of the city. This authority to suspend holiday leave shall not be construed as placing any employee "on-call." Unless an employee is subject to an on-call policy implemented in the regular course of business by a division or department of the city, the city manager's authority to suspend holiday leave does not require employees to remain on the city's premises or in close proximity to city facilities. Under this provision, an employee's obligation is to have accurate contact information on file with the human resources department so that he or she can be reached when not working and advised to return to work as soon as is practicable. This authority to suspend holiday leave is inapplicable to employees who are using holiday leave as part of an approved FMLA leave or during the 7-day waiting period prescribed by the North Carolina Workers' Compensation Act.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 9th day of February, 2017.

/s/David H. Smith
David H. Smith, Mayor

ATTEST:

/s/Holly H. Doerr
Holly H. Doerr, CMC, NCCMC, City Clerk

13. Airport items:

(a) An update on the most recent actions taken to facilitate the construction of a new airport terminal building.

City Manager John Ogburn discussed with the elected officials the actions that have been taken or will be taken by city staff members, specifically including discussions and visits with federal representatives and governmental relations experts retained by the city, in an effort to procure funding for improvements at the Asheboro Regional Airport. No requests were made for council action at this time. Consequently, no action was taken.

(b) A request seeking authorization to execute a lease termination agreement for Hangar K.

Due to changes that have occurred over an extended period of time, Klaussner Corporate Services, Inc. (the "Lessee") no longer needs Hangar K at the Asheboro Regional Airport. The Lessee rented this hangar for a significant period of time from the city. In the absence of a need for the hangar space, the Lessee drafted a lease termination agreement and asked the city to execute the agreement.

City Engineer Michael Leonard, PE is the city's staff liaison to the Asheboro Airport Authority, and he reported that the request is not opposed by the Airport Authority. Similarly, the city's professional staff had no reservations about executing the proposed lease termination agreement with the Lessee.

Upon a motion by Mr. Burks, and a second by Mr. Bell, the Council Members voted unanimously to authorize the execution of the proposed lease termination agreement for Hangar K. A copy of the approved lease termination agreement is on file in the city clerk's office.

(c) A request seeking authorization to publish notice of the intent to approve proposals altering the leasing arrangements for Hangar A and Hangar J.

City Engineer Michael Leonard, PE introduced and recommended adoption of the following resolution that initiates the procedural actions necessary for the council to approve a change in leasing arrangements for Hangars A and J at the Asheboro Regional Airport. The proposed change in leasing arrangements is consistent with recommendations received from the Asheboro Airport Authority.

Upon a motion by Mr. Moffitt, and a second by Mr. Bell, the Council Members voted unanimously to adopt, by reference, the following resolution:

RESOLUTION NUMBER 04 RES 2-17

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION STATING THE INTENT TO LEASE
HANGAR A AND HANGAR J AT THE ASHEBORO REGIONAL AIRPORT
UNDER MODIFIED TERMS AND CONDITIONS**

WHEREAS, during its meeting on January 17, 2017, the Asheboro Airport Authority (the "Airport Authority") decided to recommend to the Asheboro City Council modifying the existing leasing arrangements for Hangar A and Hangar J at the Asheboro Regional Airport; and

WHEREAS, with regard to Hangar A, the Airport Authority recommended extending the term of the existing lease by seven years in consideration of the substantive improvements made to the hangar by the current lessee, Mr. Stephen R. Knight, at his own expense; and

WHEREAS, with regard to Hangar J, the Airport Authority recommended approving the joint request from Chris J. Price and Stephen R. Knight to transfer the existing lease agreement from Mr. Price to Mr. Knight with the same material terms and conditions that were previously granted to Mr. Price; and

WHEREAS, the proposed lease areas will not be needed by the city during the terms of the leasing arrangements recommended by the Airport Authority;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that it intends to approve, with the modifications recommended by the Airport Authority, two leasing agreements with Stephen R. Knight for Hangar A and Hangar J, respectively; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the city clerk is hereby directed to publish in *The Courier-Tribune* the statutorily mandated 30-day legal notice of intent to authorize the described hangar lease agreements during the council's regular meeting on April 6, 2017.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting of the governing board that was held on the 9th day of February, 2017.

/s/ David H. Smith
David H. Smith, Mayor

ATTEST:

/s/ Holly H. Doerr
Holly H. Doerr, CMC, NCCMC, City Clerk

14. Upcoming events:

Mayor Smith announced, among other events, the following upcoming events that are directly related directly to the city government's activities:

- Regular City Council Meeting on Thursday, March 9, 2017, at 7:00 p.m.
- Randolph County Economic Development Corporation's annual half-day planning retreat on Tuesday, February 28, 2017, from 9:00 a.m. until 1:00 p.m., at the CEIC building at Randolph Community College.
- Town Hall Day on Wednesday, March 29, 2017 in Raleigh, North Carolina.

15. Closed session.

Mayor Smith entertained a motion to go into closed session pursuant to the statutory provisions found in Section 143-318.11(a)(4) of the North Carolina General Statutes in order to discuss matters relating to the location or expansion of industries or other businesses in the area served by the City of Asheboro, including agreement on a tentative list of economic development incentives that may be offered by the city in negotiations.

Upon motion by Ms. Carter and seconded by Mr. Burks, Council voted unanimously to go into closed session for the above-stated reason and pursuant to the above-cited statutory authority.

A separate general account of the closed session held pursuant to Section 143-318.11(a)(4) of the North Carolina General Statues has been prepared and filed in the city clerk's office.

16. Return to open session.

After returning to open session, there were no further items to be discussed.

There being no further business, the meeting was adjourned at 9:04 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk

David H. Smith, Mayor

GENERAL ACCOUNT OF A CLOSED SESSION

**Asheboro City Council
Council Chamber, Municipal Building
Thursday, February 9, 2017**

Upon the unanimous adoption of a motion to go into closed session in order to discuss matters relating to the location or expansion of industries or other businesses in the City of Asheboro, a closed session was conducted under the authority of Section 143-318.11(a)(4) of the North Carolina General Statutes with the following elected city officials and city staff members present:

David H. Smith) – Mayor Presiding

Clark R. Bell)

Edward J. Burks)

Linda H. Carter)

Walker B. Moffitt) – Council Members Present

Jane H. Redding)

Katie L. Snuggs)

Charles A. Swiers)

John N. Ogburn, III, City Manager
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Michael L. Leonard, P.E., City Engineer
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance Director
Jeffrey C. Sugg, City Attorney

Mr. Kevin Franklin, Vice President of the Randolph County Economic Development Corporation, also attended this closed session along with Ms. Bonnie Renfro, President of the Randolph County Economic Development Corporation. Mr. Franklin discussed a proposed economic development project identified as Project Echo, and Ms. Renfro provided updated information on a separate project, Project Mighty, that was discussed during a closed session held on January 12, 2017.

Project Echo was the initial topic of discussion. Mr. Franklin used a handout to summarize the project. A copy of this handout is on file in the city clerk's office.

SouthCorr Packaging, which is located on Taylor Drive in north Asheboro, is under consideration for expansion by its parent company, Interstate Resources. The proposed 50,000 square-foot expansion would accommodate investment in new state-of-the-art equipment that would streamline the production process, make the company more competitive, and open the company up to new verticals within the industry.

The proposed investment, over a period of five years, includes a \$2,217,316 investment in real property and a \$6,336,988 investment in machinery and equipment for a total planned investment amount of \$8,554,304. If the project is implemented as proposed, the projected new property tax revenue for Asheboro is \$192,394.

The proposed expansion would also lead to the creation of 22 new, full-time jobs. However, the project is competitive with other company-owned sites in Maryland, South Carolina, Pennsylvania, and Massachusetts.

In addition to other requests, the company has requested that the city extend Commerce Place to Pineview Road to accommodate additional truck traffic and to avoid railroad crossing delays. While the city is generally open to the possibility of constructing such a road extension, which is estimated to cost in excess of \$400,000, no commitment can be made at this time. A careful balancing of the interests of property owners and parties to other potential economic development projects in the area have to be carefully studied before a final decision on a road extension project can be made.

In the absence of the road extension project, the Randolph County Economic Development Corporation ("RCEDC") asked the city council to consider the SouthCorr project for a performance based grant of \$95,000 to be paid over a 5-year period. Such a performance based grant of \$95,000 would be inclusive of local cash match amounts that would be paid by the city, contingent on equal participation by Randolph County in the proposed project. The city's local match payment for the One NC Fund grant would be \$12,500, and the city's local match for the Rural Building Reuse grant would be \$5,625. Additionally, the city would be the applicant for the Rural Building Reuse grant.

Throughout the discussion of this project, the council members expressed the consensus opinion that they wished to pursue the recommendations put forward by the RCEDC and to hold a public hearing on the question of entering into an economic development project with Randolph County and SouthCorr without any commitment to construct an extension of Commerce Place. As recommended by the RCEDC and supported by the council members, the above-described \$95,000 performance based grant, inclusive of local match payments as part of the One NC Fund grant funding and the Rural Building Reuse funding, would be paid to or on behalf of the company over the course of a 5-year period. The city council also expressed support for the city serving as the applicant for Rural Building Reuse grant funding in the amount of \$225,000.

City staff was authorized, with the general consent of the council members, to schedule and publish legal notice of a public hearing to be conducted on the question of the city's entry into the proposed SouthCorr economic development project. The said public hearing will be held during the council's regular March 2017 meeting that will begin at 7:00 p.m. on Thursday, March 9, 2017.

With regard to Project Mighty, Ms. Renfro did not distribute any written materials. She did inform the council that the Randolph County Board of Commissioners had been briefed on the project in closed session. The county board is also in favor of proceeding with a public hearing on the question of entering into an economic development project with MAS International and/or the new company that MAS forms to run the operations acquired from the Acme-McCrary Corporation. According to Ms. Renfro, Project Mighty may also include an application for Rural Building Reuse grant funding from the Rural Economic Development Division within the North Carolina Department of Commerce. The timing of any such application for this type of grant funding will be finalized before any public hearing is held.

By means of reaching a general consensus, the city council members authorized the city staff, specifically including the city manager, to work with the county staff and the RCEDC staff to schedule and publish legal notice of a joint public hearing on the question of entering into an economic development incentives contract with MAS that is reflective of the proposals put forward by the RCEDC.

Upon motion by Ms. Carter and seconded by Mr. Swiers, the council members voted unanimously to end the closed session and return to open session.

Item 4 (c)

**Minutes of the meeting of the Asheboro Alcoholic Beverage
Control Board held on February 6, 2017**

The Asheboro ABC Board met on February 6, 2017, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC.

Present were Chair Brooke Schmidly, Board Member Steve Knight, Board Member Bob Morrison and General Manager Rodney Johnson (GM). A quorum being present, the Chair called the meeting to order for the transaction of business and business transacted as follows:

The Chair inquired as to any known conflict of interest, appearance of a conflict of interest, or objections concerning agenda items before the Board; after the Chair and Board member(s) voiced having no conflict, and there being no objection, the agenda was adopted.

The Board reviewed and there being no objection, approved the minutes of the January 2, 2017, Board meeting.

Steve Knight and the GM reviewed Board finances and reported all finances remain consistent (sales and expenses).

Grant Notices for 1st and 2nd Quarter 2017 grant funds were made public during the month of January 2017 with applications due by January 31, 2017. The Board received grant applications from:

Asheboro Shelter of Hope
Randolph County Schools
Family Crises Center
Insight Human Services
Alcohol and Drug Services
Randolph Fellowship Home

After review and discussion, the Chair moved to disburse funds to the following entities:

Asheboro Shelter of Home (\$2,000)
Randolph County Schools (\$2,500)
Family Crises Center (\$3,000)
Randolph Fellowship Home (the balance of 1st and 2nd 2017 funds estimated at \$2,000)

The Board approved the motion and directed the GM to disburse the funds as they become available.

Pursuant to the ABC Law Enforcement Services Contract the Board has with the Asheboro Police Department, the APD agreed to provide the Board written reports documenting annual enforcement activities by the 15th day of each January. After reviewing and discussing the documents, the Board expressed its appreciation of the quality work and reporting exhibited by the APD. The Board further directed the GM to express its appreciation to the APD.

The Board heard reports from the General Manager concerning the following issues:

1. Copies of the ABC Commission's Annual Report were passed out and reviewed by the Board.
2. Asheboro ABC sales statistics comparing:
 - January 2017 sales with the previous month indicate:
 - An overall -45.6% change (all sales and tax collections)
 - January 2017 sales with sales from the same month last year indicate:
 - Retail Sales +0.4% (\$225,051.05)
 - Mixed Beverage Sales: +12.6% (\$24,789.05)
 - Sales Tax Collections: +0.4% (\$15,771.63)
 - Overall Collections: +1.42% (\$265,611.73)
 - January 2017 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: -0.4%
 - Mixed Beverage Bottle Sales: +18.4%
 - Overall Bottle Sales: +0.5%

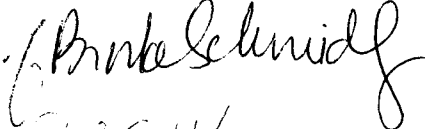
The next regular Asheboro ABC Board meeting will be held Monday, March 6, 2017, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board

3-6-17


GM








Training & Inspections

Mike Causey | Commissioner of Insurance
Brian Taylor | Assistant State Fire Marshal

March 2, 2017

Chief Roy Wright
Asheboro Fire Department
401 South Church Street
Asheboro, NC 27203

Dear Chief:

Thank you for the cooperation shown to our Fire Department Rating Inspector on his recent visit to your department. It is our intention that these inspections be beneficial to you and your department by identifying items which are required for the department to meet the state's minimum requirements for a rated and certified department. By meeting the North Carolina Department of Insurance's requirements for a rated and certified department, you are upgrading your total fire protection for your citizens as well as creating a safer environment for your personnel.

The result of your inspection is as follows:

Did meet the requirements for a rated and certified department.

Asheboro Fire Department serves the following Fire Insurance Districts:

District Name	District Type
=====	=====
Asheboro	Municipal

The goal of the inspections program is to have as many departments as possible meeting the minimum requirements. This way we know that North Carolina's Fire Service is providing the very best possible fire protection to its citizens.

If we can be of assistance to you and your department, please call Davie Summey at (919) 647-0000.

Yours very truly,

A handwritten signature in cursive script that reads "Davie W. Summey".

Davie Summey
Supervisor of Inspections

DS/sl

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**AWARD OF THE SERVICE SIDE ARM TO A RETIRING OFFICER OF
THE ASHEBORO POLICE DEPARTMENT**

WHEREAS, after rendering honorable and valuable service to the City of Asheboro and its citizens since the date of his initial employment with the Asheboro Police Department on February 1, 1992, Lieutenant Colonel James O. Smith, who is currently the Assistant Chief of Police for the City of Asheboro, will begin his retirement from employment with the city effective April 1, 2017; and

WHEREAS, pursuant to and in accordance with Section 20-187.2 of the North Carolina General Statutes, the Asheboro City Council wishes to recognize and honor the Assistant Chief of Police for his dedicated service to the city by awarding to him, at a minimal monetary cost, the service side arm issued to Lt. Col. Smith at the time of his retirement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, effective April 1, 2017, in consideration of the combination of his dedicated service to the City of Asheboro and the payment to the city of \$1.00, James O. Smith is to be awarded ownership of his city-issued service side arm (a Glock 23 Generation 4 with serial no. SFS986 and three magazines) upon a determination by the Chief of Police that Mr. Smith is not ineligible to own, possess, or receive a firearm under the provisions of federal or North Carolina law.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on the 9th day of March, 2017.

David H. Smith, Mayor
City of Asheboro, North Carolina

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk
City of Asheboro, North Carolina

**Ordinance Authorizing Creation of
And Establishing Policies for the
Petty Cash and Cash Change Funds**

Item 4 (g)

WHEREAS, it is the desire of the city council that all public funds of the City of Asheboro (hereafter the "City") be maintained in a secure, efficient and effective manner;

WHEREAS, it is the responsibility of the Finance Officer, who is appointed by and serves at the pleasure of the City Council, to supervise the receipt, custody and disbursement of all public funds of the City;

WHEREAS, the Finance Officer has prepared and presented to the City Council detailed Operating procedures establishing the limits, internal controls, and procedures for the payment of bills, invoices, and other claims under \$50.00 by cash from an imprest fund to be known as the "Petty Cash Fund"; and

WHEREAS, "Petty Cash Funds" are authorized in the following areas

WHEREAS, the Finance Officer has prepared and presented to the City Council detailed Operating Procedures establishing the limits, internal controls, and procedures for providing change from an imprest fund to be known as the "Cash Change Fund" to citizens and customers paying in cash for taxes and services.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Asheboro that:

Section 1. The imprest fund to be known as the "Petty Cash Fund" is hereby established in an amount not to exceed \$250. The official custodian's name will maintained in the Finance Office and will be available for reference as needed. The Finance Officer shall be and is hereby authorized and directed to name a replacement "Official Custodian" when necessary.

Section 2. The imprest fund to be known as the "Cash Change Fund" is hereby established in an amount not to exceed \$2,000 for the General Fund Operations and \$2,000 for the Water and Sewer Fund Operations. A list of the official custodians and location of each of the Cash Change funds will be maintained in the Finance office and be available for reference as needed. The Finance Officer shall be and is hereby authorized and directed to name a replacement "Official Custodian" when necessary.

Section 3. The "Petty Cash Fund and Cash Change Fund Operating Procedures" (the "Operating Procedures") established by the Finance Officer, a copy of which is attached to this ordinance, is hereby approved. The Finance Officer shall be and is hereby authorized to revise the Operating Procedures from time to time and provide a copy as revised to the designated Official Custodians of the Petty Cash Fund and Cash Change Fund and to the City Council as requested.

**Ordinance Authorizing Creation of
And Establishing Policies for the
Petty Cash and Cash Change Funds**

Section 4. It shall be the policy of the City that no payments may be made from the Petty Cash Fund unless in compliance with all procurement laws and policies; that all payments made from the Petty Cash Fund be supported by proper documentation and receipts as required by the Operating Procedures established by the Finance Officer; that no loans or advances be made to employees or City Council members from the Petty Cash Fund or the Cash Change Fund; and that no amount that may be categorized as employee compensation or as travel advances may be paid in cash. Payment through the Accounts Payable system is always preferable to payment using the Petty Cash Fund.

Section 5. The Finance Officer or other designated official shall review each reconciliation and reimbursement of the Petty Cash Fund and shall approve the supporting journal entries. The Petty Cash Fund shall be reconciled no less frequently than monthly.

Section 6. Any shortage in the Petty Cash Fund shall be reported to the Finance Officer. Any shortage in the Cash Change Fund shall be reported to the Finance Officer.

Section 7. This ordinance shall take effect immediately upon its' passage.

Adopted this the 9th day of March, 2017.

David H. Smith, Mayor

ATTEST:

Holly H Doerr, CMC, NCCMC, City Clerk

Petty Cash Fund and Cash Change Fund Operating Procedures

The City of Asheboro by Ordinance, dated March 9, 2017, authorized the Petty Cash Fund and certain Cash Change Funds and established policies related to the use of those funds.

This statement is subject to and consistent with the City Council established policies. It provides guidance relating to purchasing items and receiving reimbursement for such purchases from the Petty Cash Fund and direction relating to the use of Cash Change Funds for providing change to citizens and customers paying for services. This procedure describes the authorized use of and restrictions on use of the Petty Cash Fund and any Cash Change Funds.

Cash Change Funds

Cash Change funds are authorized only for the purpose of providing change to citizens and customers when they are paying for services and specifically are not authorized for use by the City of Asheboro to reimburse employees for small dollar purchases or for personal check cashing and loans to employees.

The Cash Change Funds must be counted and balanced daily. The billing & collection department's cash change back-up fund used to replenish individual billing clerk's cash change funds must be counted and balanced weekly.

Petty Cash Fund

All money in the Petty Cash Fund must always be kept separate from all other cash receipts and from all Cash Change Funds. The Petty Cash Fund must be in the control of the custodian who is responsible for the cash. Only the custodian should be allowed access to the fund. The cash must be safeguarded and kept in the custodian's locked drawer, file cabinet, or other secure area.

Allowable Transactions

Allowable transactions from the Petty Cash fund are those reimbursing employees for small dollar purchases for which the goods were received at the time of purchase. No single Petty Cash Fund transaction should exceed \$50.00. Reimbursement exceeding \$50.00 must be made through the City of Asheboro's Accounts Payable system.

The following transactions are **not allowed** to be processed from the Petty Cash Fund:

- Items covered by City of Asheboro purchasing contracts and procedures;
- Personal check cashing and loans;
- Entertainment;
- Travel reimbursements (meals, lodging, taxi, airfare);
- Per diem and fees and other service payments, gifts, awards, prizes which must be made through Accounts Payable to facilitate Form W-2 or Form 1099 reporting of taxable income;

Petty Cash Fund and Cash Change Fund Operating Procedures

- Memberships;
- Food, beverages, catering; and
- Any items that are unallowable through the City of Asheboro's Purchasing Policy are also not allowed to be purchased using the Petty Cash Fund.

It is the duty of the custodian to verify that each disbursement is appropriate and is an allowable expense. Request for the custodian to disburse amounts from the Petty Cash Funds must proceed according to the following guidelines. All requests for reimbursement must include original receipts: copies are not adequate. Receipts must include complete documentation including the vendor name, date of purchase, item purchased, business purpose, and total amount requested. Receipts should be signed by the individual reimbursed to indicate receipt of the reimbursement.

Reconciling, Replenishing, and Managing the Petty Cash Fund

The Petty Cash Fund is to be reconciled and reimbursed monthly (unless established for seasonal usage only). The expenditures logged are totaled and the cash on hand is also recorded. **The total expenditures and cash on hand should always equal the total authorized Petty Cash Fund amount.** If there is an overage or shortage, the overage or shortage amount must be properly recorded. Any shortage should be included in the amount replenished and reported to the Finance Officer. Any overage should be deposited in the City of Asheboro's General Fund bank account or Water & Sewer Fund bank account and may not be used to increase the size of the Petty Cash Fund. Frequent overages or shortages indicate that the Petty Cash Fund is not properly managed and should be investigated by the Finance Officer.

The Finance Officer should review and sign the Petty Cash Reimbursement Request. After reviewing all expenditures and account coding, a Payment Request is then approved with the payee as the named Petty Cash fund custodian with "Petty Cash Reimbursement" as the description. A separate account should be used for payments to the custodian so that the payments may not be identified as payments that may be reportable of Form 1099 or included as compensation. The Payment Request is sent to Accounts Payable for processing a check.

If the Petty Cash Fund requires replenishing more frequently than monthly, the Finance Officer should review the activity to determine if there are payments that should have been made through Accounts Payable. The Finance Officer should also review transactions to identify opportunities to consolidate purchases to achieve cost savings or to discover other possible operating efficiencies. If the fund is reimbursed less frequently than quarterly, the Finance Officer should consider the need for the fund or reducing the size of the fund. Repeated violations of petty cash procedures can result in termination of the fund.

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION AUTHORIZING THE CITY'S ENTRY INTO AN
ECONOMIC DEVELOPMENT INCENTIVES CONTRACT**

WHEREAS, Section 158-7.1 of the North Carolina General Statutes authorizes the City of Asheboro (the "City") to undertake an economic development project by extending assistance to a company in order to cause the company to locate or expand its operations within the city; and

WHEREAS, on March 9, 2017, the Asheboro City Council held a public hearing to consider whether to participate in an economic development project that would result in the City, the County of Randolph (the "County"), and SOUTHCORR, L.L.C., and its related business associations, ("SouthCorr") agreeing to an economic development incentives package whereby the City and the County each contribute up to \$95,000 for a total expenditure of up to \$190,000 to or on behalf of SouthCorr to offset the costs of the company's expansion in the City of Asheboro, Randolph County, North Carolina, the said incentives are to be paid pursuant to the local match requirements of a One NC Fund Grant, a North Carolina Rural Building Reuse Grant, and an economic development incentives contract entered into pursuant to Section 3 of this Resolution; and

WHEREAS, upon the completion by the company of this expansion project, SouthCorr will have generated new value/investment in real and personal property, specifically including machinery and equipment, associated with the project in an amount equal to or in excess of \$8,554,304 and created a minimum of 22 new full-time jobs in the City and County; and

WHEREAS, this economic development project will stimulate and stabilize the local economy, promote business in the City and County, and result in the creation of a significant number of jobs in the City and County; and

WHEREAS, the City has in its General Fund available revenues sufficient to fund this economic development project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro as follows:

Section 1. The City is authorized to expend up to \$95,000 of City funds for the SouthCorr economic development project.

Section 2. The City is authorized to serve as the grant applicant for a North Carolina Rural Building Reuse Grant. Of the appropriation outlined in Section 1 above, \$5,625 will be expended as one-half of the required local match. The City will combine the expenditure specified in the immediately preceding sentence with a contribution in an equal amount from the County in

order to provide, for the benefit of SouthCorr, the total required local match of \$11,250 for the requested grant amount of \$225,000 from the North Carolina Rural Building Reuse Grant.

Section 3. The remaining \$89,375 of the appropriation outlined in Section 1 of this Resolution will be paid to or on behalf of SouthCorr pursuant to a performance-based incentive contract, inclusive of \$12,500 that will constitute the City's required local match contribution under the One NC Fund Grant. In addition to the standard terms found in contracts that the City routinely executes in the ordinary course of business, the economic development incentives contract entered by and between the City, the County, and SouthCorr must contain the following essential terms and conditions:

- a. The total payment made to or on behalf of SouthCorr under this contract shall not exceed \$178,750.
- b. 50% of the contract amount will be paid by the City, and the other 50% of the contract amount will be paid by the County.
- c. The contract amount will be paid over a period of five years to coincide with SouthCorr's satisfactory completion of certain performance requirements. The said performance requirements include, but are not limited to, the following:
 - i. SouthCorr must deliver to the City and the County written certification that the actual value of new investment by the company in real and personal property in connection with this project equals or exceeds \$8,554,304. The written certification of the actual value of the new investment shall further certify that said new investment is located within the corporate limits of the City of Asheboro; and
 - ii. SouthCorr must provide Employment Security Reports to the City and the County evidencing the creation of 22 new full-time jobs.
- d. The contract must provide the City and the County with a means of recouping a portion of the contract amount if SouthCorr's facilities, as expanded, do not remain in full operation, maintaining the newly created jobs referenced above, for a period of five years immediately following the date on which the final installment of the contract amount is paid to SouthCorr.
- e. If SouthCorr does not remain in full operation during this 5-year period, a portion of the incentive money must be returned. The amount to be returned shall decrease by a pro-rated amount for each year of said period that the company remains in full operation in the City and County. Any amounts returned by the company in this manner shall be divided equally between the County and the City.

Section 4. The Mayor is hereby authorized to execute on behalf of the City of Asheboro a contract drafted in accordance with Section 3 of this Resolution and any other documents necessary for the implementation of this economic development project.

Section 5. Participation by the City in this economic development project is expressly contingent upon equal participation by the County of Randolph.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 9th day of March, 2017.

David H. Smith, Mayor
City of Asheboro, North Carolina

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk
City of Asheboro, North Carolina

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION AUTHORIZING AND SUPPORTING THE SUBMISSION
OF A RURAL BUILDING REUSE APPLICATION AS PART OF THE
SOUTHCORR, L.L.C. ECONOMIC DEVELOPMENT PROJECT**

WHEREAS, within the North Carolina Department of Commerce, the Rural Economic Development Division, in accordance with Section 143B-472.127 of the North Carolina General Statutes, provides grants and loans to units of local government such as the City of Asheboro (the “City”) to support economic development activity that will lead to the creation of new, full-time jobs; and

WHEREAS, SOUTHCORR, L.L.C. (“SouthCorr”) is the owner of a manufacturing facility located at 3021 Taylor Drive, Asheboro, North Carolina 27203; and

WHEREAS, SouthCorr’s parent company, Interstate Resources, is considering expanding the Asheboro facility with an addition of approximately 50,000 square feet; and

WHEREAS, according to company estimates, if implemented, the expansion under consideration would lead, over a 5-year period, to a total investment of \$8,554,304, including \$2,217,316 in real property and \$6,336,988 in machinery and equipment; and

WHEREAS, SouthCorr also projects that the expansion will create 22 full-time jobs; and

WHEREAS, the City’s professional staff has recommended to the Asheboro City Council (the “City Council”) undertaking an economic development project that includes submitting a Rural Building Reuse application seeking a grant in the amount of \$225,000; and

WHEREAS, on March 9, 2017, the City Council conducted a public hearing on the question of whether to enter into the proposed economic development project and concurred with the professional staff’s recommendation;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the City Council supports the job creation associated with the above-described expansion of the SouthCorr facility in Asheboro, and, therefore, the City is fully supportive of undertaking an economic development project with SouthCorr that includes the submission of a Rural Building Reuse application seeking a grant in the amount of \$225,000; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the City hereby commits to provide a cash match of \$11,250, which is equal to 5% of \$225,000, toward the project; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the mayor and the City's appointed officials are hereby authorized to execute the legal instruments necessary to successfully complete the application process for the above-described Rural Building Reuse grant application with SouthCorr.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 9th day of March 2017.

David H. Smith, Mayor
City of Asheboro, North Carolina

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk
City of Asheboro, North Carolina

§ 110.05 ISSUANCE OF LICENSE.

(A) Before issuing a license, the Council shall be satisfied that the applicant is suitable to hold a pawnbroker license and that the location is a suitable place to hold the proposed license. To be a suitable place, the establishment, at a minimum, must comply with the rules and regulations set out in Chapter 66, Article 45, Part 1 of the North Carolina General Statutes. Other factors the Council may consider in determining whether the applicant and the business location are suitable shall include all of the following:

- (1) The application contains no misstatement of fact;
- (2) The applicant conforms to all requirements of applicable zoning, building, and fire prevention codes;
- (3) The applicant shall not have been convicted of a felony within a ten-year period preceding the filing of the application;
- (4) Parking facilities and traffic control infrastructure in the neighborhood;
- (5) The recommendations of the Asheboro Police Department; and

(6) Any other evidence that would tend to show whether the operation of the business at the proposed location would be detrimental to the neighborhood and whether the applicant would comply with the provisions of this chapter and the above-cited state law provisions.

(B) Upon approval of the application by the Council and the receipt of the bond specified in division (C) of this section, the city clerk shall issue a pawnbroker license to the applicant.

(C) In accordance with Section 66-399 of the North Carolina General Statutes, every person, firm, or corporation licensed as a pawnbroker must, at the time of receiving the license, file with the city clerk a bond payable to the City of Asheboro in the sum of five thousand dollars (\$5,000), which is to be executed by the licensee and by two responsible sureties or a surety company licensed to do such business in this state, which shall be for the faithful performance of the requirements and obligations pertaining to the licensed business. The city may sue for forfeiture of the bond upon a breach thereof. Any person who obtains a judgment against a pawnbroker and upon which judgment execution is returned unsatisfied may maintain an action in his or her own name upon the bond to satisfy the judgment.

(D) The provisions of this section shall apply to pawnbroker licenses pending on July 1, 2015, and to applications for such licenses filed after that date.

(Ord. 19 ORD 6-15, passed 6-29-15)



Consideration of a request to extend the time allowed between preliminary and final plat subdivision reviews for Springwood Townhomes

Staff Note: On March 10, 2016, the Asheboro City Council granted a 12 month extension for the time period allowed between preliminary and final plat reviews. The applicant is requesting an additional extension. Staff requests that this extension, if granted, be valid through March, 2018.

As of March 2, 2017, a zoning compliance permit has been issued for all twenty-two (22) dwelling units. Building permits have been issued for construction of twelve (12) dwelling units. Construction is currently underway on these twelve (12) units.

John Evans

From: Larry McKenzie [larry@mckenzieproperties.net]
Sent: Friday, February 10, 2017 4:41 PM
To: John Evans
Cc: larry@mckenzieproperties.net
Subject: Springwood Townhomes

John,

Per our conversation will you please get us an extension on the Spring Townhome development.

Larry

Sent from my iPad

A handwritten signature in cursive script that reads "Larry McKenzie".Handwritten initials "LM" enclosed within a hand-drawn circle.

WOOD

**City of Asheboro
Finance Office**

To: John N. Ogburn, III, City Manager

From: Debbie Reaves, Finance Director

Date: February 28, 2017

Re: Ordinance to amend General Fund & Water Sewer Fund

Attached are two ordinances for your consideration to address the below budgetary needs.

- 1) When the budget was prepared for 2016-2017, we used the current retirement rates in place for planning purposes. On June 6th, after the budget had been presented and discussed, I received updated retirement rates. The retirement rates increased from 7.07% to 7.25% for regular employees and from 7.41% to 8% for Local Law Enforcement officers. Based on budgeted numbers at the time the budget was compiled, this created a shortfall in Budget in the area of retirement of about \$37,200 in the General Fund and \$6,700 in the water & Sewer Fund. I have addressed \$24K of the shortfall thru internal budget amendments. The remaining amount needed is \$13,238 for general fund and \$6,700 for Water & Sewer Fund.
- 2) Due to the City being recognized as an All America City 2016, expenditures changed in the Marketing budget. I have reallocated the salary and fringe benefits associated with the vacant marketing position to cover some of these expenses. An additional amount of \$6,000 is estimated to be needed to cover these unbudgeted costs.
- 3) In November 2016, we needed to enlist a contractor to repair some areas in the roof at the Asheboro / Randolph Public Library. The library budget was not passed with this expense in mind. The amount of the repair was approximately \$7,200.
- 4) This month, David Hutchins submitted a request to purchase a vehicle for use at City Hall. This purchase has been requested during the budget process the past few years. However, considering the City's fund balance in the recent past, it was not determined as essential and thus was not approved. Now that the audit is back and the City is in a healthier position, the purchase has been requested again and you have approved. The money needed in the City Hall capital outlay budget is \$32,000 to cover the cost of the vehicle and taxes and tags.
- 5) In September 2016, the City Council approved an appropriation of \$40,250 to address "uneven" sidewalk issues. The City of Asheboro has received two quotes \$16,205 and \$36,745 for a total cost of \$52,950 to address the identified sidewalk hazards. An additional amount of \$12,700 is needed to complete this project.

- 6) On February 20th, normal operations at the Transfer Station were ended and Chuck Garner was transferred from the Transfer Station to Planning and Zoning to take the position of Code Enforcement Officer. The remaining personnel related budgeted amounts (salaries and benefits etc.) thus needs to be moved to the Planning and Zoning department.

The Ordinance to amend the General Fund will address the above identified needs using an allocation of Fund Balance.

The Ordinance to amend the Water & Sewer Fund will address the retirement shortfall using an allocation of retained earnings.

ORDINANCE TO AMEND THE GENERAL FUND FY 2016-2017

WHEREAS, The City Council of the City of Asheboro desires to amend the budget as required by law to adjust for changes in expenditures in comparison to the current fiscal year adopted budget, and;

WHEREAS, the City Council of the City of Asheboro wants to be in compliance with all generally accepted accounting principles, and;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA:

Section 1: That the following revenue line item be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>increase / (decrease)</u>
10-399-0000	Fund balance allocation	71,138
	Increase / (Decrease)	0

Section 2: That the following Expense line item be increased / decreased:

<u>Account #</u>	<u>Expense Description</u>	<u>increase / (decrease)</u>
10-420-0705	Fringe: Retirement	227
10-440-0705	Fringe: Retirement	166
10-450-0705	Fringe: Retirement	212
10-480-0705	Fringe: Retirement	130
10-490-0705	Fringe: Retirement	503
10-530-0705	Fringe: Retirement	4,615
10-540-0705	Fringe: Retirement	203
10-545-0705	Fringe: Retirement	220
10-550-0705	Fringe: Retirement	645
10-555-0705	Fringe: Retirement	1,268
10-565-0705	Fringe: Retirement	1,112
10-575-0705	Fringe: Retirement	186
10-580-0705	Fringe: Retirement	1,013
10-585-0705	Fringe: Retirement	75
10-590-0705	Fringe: Retirement	276
10-615-0705	Fringe: Retirement	167
10-620-0705	Fringe: Retirement	578
10-625-0705	Fringe: Retirement	135
10-640-0705	Fringe: Retirement	1,507
10-495-0200	Salaries & Wages	(41,973)
10-495-0702	Fringe: FICA / Medicare	(3,211)
10-495-0704	Fringe: Insurance	(9,000)
10-495-0705	Fringe: Retirement	(2,967)

**ORDINANCE TO AMEND
THE GENERAL FUND
FY 2016-2017**

10-495-1100	Telephone	(660)
10-495-1200	Print & Publishing	41,973
10-495-1401	All America City Award	21,838
10-630-1500	Library Maintenance & Repair -Bldg	7,200
10-500-7400	Capital Outlay	32,000
10-565-4503	Contr. Svcs. Sidewalks	12,700
10-585-0200	Salaries	(12,790)
10-490-0200	Salaries	12,790
10-585-0201	Overtime	302
10-585-5700	Miscellaneous	(302)
10-585-0702	Fringe: FICA / Medicare	(1,030)
10-490-0702	Fringe: FICA / Medicare	1,030
10-585-0704	Fringe: Insurance	(5,693)
10-490-0704	Fringe: Insurance	5,693
10-585-0705	Fringe: Retirement	(803)
10-490-0705	Fringe: Retirement	803
10-585-1100	Telephone	(237)
10-490-1100	Telephone	237
10-585-1400	Travel Schools Conference	(550)
10-490-1400	Travel Schools Conference	550
10-585-5800	Workers compensation	(1,215)
10-490-5800	Workers compensation	1,215
	Increase / (Decrease)	71,138

Adopted this 9th day of March, 2017

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

**ORDINANCE TO AMEND
THE WATER & SEWER FUND
FY 2016-2017**

WHEREAS, The City Council of the City of Asheboro desires to amend the budget as required by law to adjust for changes in revenues and expenditures in comparison to the current fiscal year adopted budget, and;

WHEREAS, the City Council of the City of Asheboro wants to be in compliance with all generally accepted accounting principles, and;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA:

Section 1: That the following Revenue line item be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>increase / (decrease)</u>
30-399-0000	Fund Balance allocation	6,700

Section 2: That the following Expense line item be increased (decreased):

<u>Account #</u>	<u>Expense Description</u>	<u>increase / (decrease)</u>
30-720-0705	Fringe: Retirement	246
30-810-0705	Fringe: Retirement	691
30-820-0705	Fringe: Retirement	941
30-830-0705	Fringe: Retirement	1,236
30-840-0705	Fringe: Retirement	1,068
30-850-0705	Fringe: Retirement	953
30-860-0705	Fringe: Retirement	219
30-870-0705	Fringe: Retirement	850
30-870-0705	Fringe: Retirement	496
Increase / Decrease		6,700

Adopted this 9th day of March, 2017

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

**City of Asheboro
Finance Office**

To: John N. Ogburn, III, City Manager
From: Debbie Reaves, Finance Director *Debbie Reaves*
Date: February 28, 2017
Re: Ordinance to amend General Fund, Ordinance to amend the Airport Improvements Fund

Attached are two ordinances for your consideration and presentation before City Council on March 9, 2017.

Michael Leonard has advised me of some needed contract changes with Sharpe Brothers relating to additional work performed on Asheboro Regional Airport Ramp Rehabilitation project. He is planning on presenting detail on this at the March 9th Meeting. The amount needed for this is about \$19,500.

The Ordinance to amend the General Fund will set up the budgeted allocation from the General Fund to be transferred to the Airport Improvements fund \$19,500 using an allocation of Fund Balance.

The Ordinance to amend the Airport Improvements Fund will set up this additional revenue and expenditure in the capital project.

**ORDINANCE TO AMEND
THE GENERAL FUND
FY 2016-2017**

WHEREAS, the contract between the City of Asheboro and Sharpe Brothers needs to be amended from \$589,748 to \$609,248 to account for some additional work performed on the Asheboro Regional Airport Rapp Rehabilitation Project including full depth rebuild and paving of the area located between Apron 1 and Apron 2 and the auto parking lot and the fuel farm due to failure of the asphalt in this area, and;

WHEREAS, the scope of work does not qualify for Non Primary Entitlement Funding (State project #36244.32.5.1), and;

WHEREAS, the City Council of the City of Asheboro desires to amend the budget as required by law to allocate an additional \$19,500 to be transferred to the Airport Project, and;

WHEREAS, the City Council wishes to adjust for changes in expenditures in comparison to the current fiscal year adopted budget, and;

WHEREAS, the City Council of the City of Asheboro wants to be in compliance with all generally accepted accounting principles, and;

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO,
NORTH CAROLINA:**

That the following revenue line items be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>Amount</u>
10-399-0000	Fund Balance Allocation	19,500

That the following expenditure line items be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>Amount</u>
10-650-6600	Transfer to Airport Project	19,500

Adopted this 9th day of March, 2017

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

**ORDINANCE TO AMEND
THE AIRPORT IMPROVEMENTS FUND (#66)
FY 2016-2017**

WHEREAS, the contract between the City of Asheboro and Sharpe Brothers needs to be amended from \$589,748 to \$609,248 to account for some additional work performed on the Asheboro Regional Airport Rapp Rehabilitation Project including full depth rebuild and paving of the area located between Apron 1 and Apron 2 and the auto parking lot and the fuel farm due to failure of the asphalt in this area, and;

WHEREAS, the scope of work does not qualify for Non Primary Entitlement Funding (State project #36244.32.5.1), and;

WHEREAS, the City Council of the City of Asheboro desires to amend the budget as required by law to allocate an additional \$19,500 to be transferred from the General Fund of the City of Asheboro to the Airport Project, and;

WHEREAS, the revenues and expenditure budget in the Airports Improvement Fund have changed as a result of the above, and;

WHEREAS, the City of Asheboro desires to be in compliance with all generally accepted accounting principles.

THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro, North Carolina

Section 1: That the following revenue line items are increased:

<u>Account</u>	<u>Description</u>	<u>Increase / (Decrease)</u>
66-367-1025	GF Contribution (16-17)	19,500

Section 1: That the following expense line items are increased:

<u>Account</u>	<u>Description</u>	<u>Increase / (Decrease)</u>
66-982-4500	Construction	19,500

Adopted this the 9th day of March, 2017.

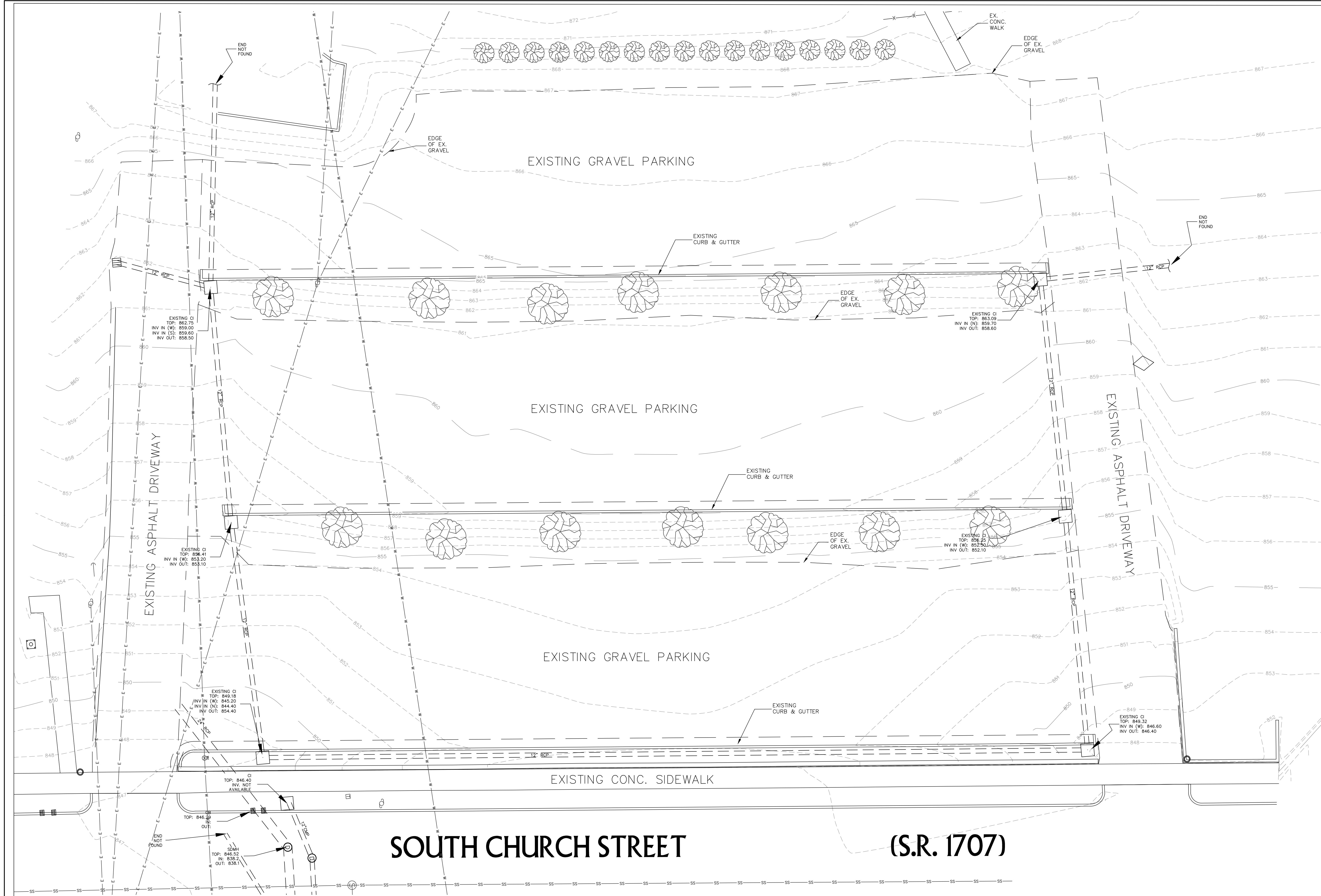
David H. Smith, Mayor

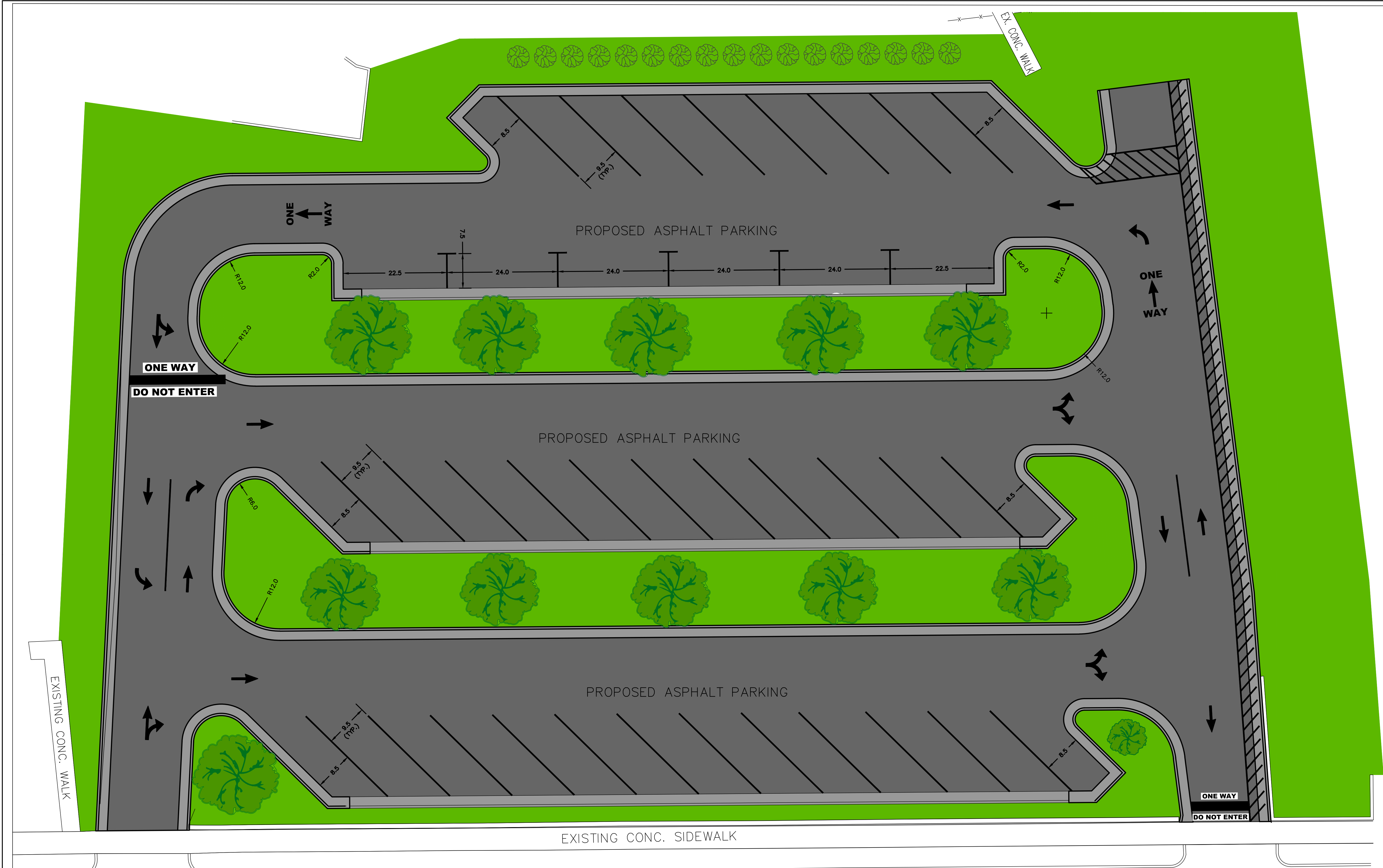
ATTEST:

Holly H. Doerr, CMC, City Clerk

Seal

<i>Scale</i>	
<i>Horiz.</i>	1" = 10
<i>Vert.</i>	1" = 5
<i>Date</i> 11/03/2016	
<i>Drawn By:</i> TS	
<i>Checked By:</i>	
<i>File:</i> Projects 2016\16032	
<i>Drawing.</i>	Base Map
<i>Job No.</i> 16032	
<i>Sheet No.</i>	
1 Of 6	





SOUTH CHURCH STREET

(S.R. 1707)

		App'd
		Date
		Revisions
		Mark
CITY OF ASHEBORO ENGINEERING DEPARTMENT 146 NORTH CHURCH STREET ASHEBORO, NORTH CAROLINA		
Seal		
PAVEMENT MARKING PLAN 3-TIER PARKING LOT SOUTH CHURCH STREET		
Scale Horiz. 1" = 6' Vert. 1" = 5'		
Date 11/03/2016		
Drawn By: TS		
Checked By:		
File: Projects 2016\16032		
Drawing: Base Map		
Job No. 16032		
Sheet No.		
4 of 6		

NOTICE TO THE PUBLIC

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

City of Asheboro Has Levels of Haloacetic Acids (HAA) Above Drinking Water Standards

Our water system recently violated a drinking water standard. Although this is not an emergency, as our customers, you have a right to know what happened, what you should do, and what we are doing to correct this situation.

We routinely monitor for the presence of drinking water contaminants. Monitoring results for water samples collected during the time period ending December 31, 2016 show that the contaminant concentration from one or more sampling locations in our water system exceeds the standard, or maximum contaminant level (MCL) for Haloacetic Acids (HAA). HAAs are a type of chlorination disinfection by-product that are formed when the chlorine used to disinfect drinking water reacts with naturally occurring organic matter in water. The standard for the HAAs is 0.060 milligrams per liter (mg/L). Over the referenced compliance period, the sample location with the highest average level of total haloacetic acids had a concentration of 0.064 mg/L.

What should I do?

You do not need to use an alternative (e.g., bottled) water supply. However, if you have specific health concerns, consult your doctor.

What does this mean?

This is not an immediate risk. If it had been, you would have been notified immediately. However, *some people who drink the water containing haloacetic acids in excess of the MCL over many years may have an increased risk of getting cancer.*

What happened? What is being done? When will the problem be corrected?

The City of Asheboro Water Treatment Plant has made operational changes both in the plant and in the distribution system to reduce the levels of HAA's by adjusting chemical feed and additional flushing. These changes appear to be having a positive effect. The latest samples taken on 01/12/2017 had an average of 0.027 mg/L.

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

For more information, please contact:

Responsible Person Bryan Lanier	System Name City of Asheboro	System Address (Street) 1462 Winslow Ave
Phone Number (336) 626-1215	System PWSID # NC0276010	System Address (City, State, Zip) Asheboro, NC 27205

Violation Awareness Date: 02/07/2017

Date Notice Distributed: 3/1/2017 Method of Distribution: Water Bill Insert

March 1, 2017

Mr. Michael Rhoney
City of Asheboro
PO Box 1106
Asheboro, NC 27204

Re: City of Asheboro Arc Flash Study: Lift Stations Nos. 12-17

Mr. Michael Rhoney:

The arc flash proposal for the above referenced project is attached. Please review and contact me with any questions or comments. If satisfactory, let me know so that we can discuss schedule.
Thank you for the opportunity.

Sincerely,



Randall W. Sturgill, PE, Principal
STURGILL ENGINEERING, PA

Enclosures

Cc: Jeff Cagle

PROPOSAL FOR ENGINEERING SERVICES

OBJECTIVE

This project will provide arc flash studies for the following City of Asheboro lift stations indicated below.

Description	Location	Address
Lift Stations:		
L.S. #12	South Pointe	754 New Century Drive
L.S. #13	Hwy. 49 South	1158 N.C. Hwy 49 South
L.S. #14	U.S. 220 Bus. S.	4404 U.S. Hwy 220 Bus. South
L.S. #15	Kamelot	3054 Kamerin Street
L.S. #16	Heathwood #1	480 WOW Road
L.S. #17	Heathwood #2	2757 Buckhorn Road

PROJECT DESCRIPTION

This Scope is based upon a request and list provided by Mr. Jeff Cagle.

This project will provide a coordination study with recommendations and an arc flash report with recommendations. One lines and arc flash study will be provided for 480 Vac equipment down to 120 Vac panelboards.

An arc flash study will be provided using IEEE-1584 procedure.

ENGINEERING SCOPE OF WORK

We propose to execute the project by completing the following tasks:

1. Site assessment including site visit to collect existing one lines and floor plans and review Owner documentation.
2. Update existing facility one-lines with Owner assistance. Owner will provide staff to assist in locating loads on switchboards and panelboards.
3. Analyze power system using SKM Power analysis software including short circuit analysis, coordination analysis, interrupting rating analysis, and arc flash analysis.
4. Provide arc flash study and report.
5. Provide arc flash label information in electronic format
6. Furnish and install arc flash labels for switchboard, power panels, disconnects, 480 Vac control panels and panelboard. Labels will be self-adhesive and weatherproof as required by code.

SCHEDULE

Work can begin on this project by the end of March 2017 and should be complete by the end of June 2017.

PROJECT LEAD

This project will be executed under the supervision and direct charge of Mr. Randall Sturgill, PE with the assistance from Sturgill Engineering, PA staff.

DELIVERABLES

The following sections describe our list of Deliverables, arranged by engineering discipline.

- Updated onelines in report.
- Short circuit and protective coordination report.
- Arc flash report.
- Arc flash labels in electronic format.
- Produce and install arc flash labels.

ASSUMPTIONS & CLARIFICATIONS

The following items provide clarifications and assumptions used in developing this proposal:

1. Copies of existing one-line diagrams and floor plans shall be provided by Owner or Owner's representative.
2. After analysis, the final of one-line diagrams, arc flash report and arc flash labels will be issued.
3. Owner personnel will be available as needed to assist in location of equipment and answer questions. If necessary, the Owner lifts will be used.
4. Assistance by Owner staff will be provided as required to access electrical equipment.

EXCLUSIONS

The following are specifically excluded from this scope of work:

1. Troubleshooting of existing problems in equipment cabinets is not included in the project budget. (If trouble-shooting time is required, a Change Order Request will be submitted prior to work.)
2. Junction boxes, conduits, and 120 Vac devices will not be provided with arc flash labels.
3. Implementation of study recommendations.

COMMERCIAL TERMS

Engineering cost assumes work for stations will be concurrent.

The following fees for Lift Stations 12–17 will be billed at our standard rate schedule with limit not to exceed. Our Standard Rate Schedule along with our Terms & Conditions are attached for your reference.

These costs include all anticipated expenses, including the cost of code compliant labels and run time for the arc flash computer program. No work outside of the Scope of Work, detailed herein will be undertaken without the prior agreement with Owner. Any activities outside of the scope of work will be undertaken ONLY after submission of a Change Order Request, detailing the scope of the extra work, the effect on schedule and the effect on budget.

FEES

Lift Stations 12-17:	\$15,000.00
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TERM

This proposal is firm for 30 days.

Thank you for your interest and consideration. Please contact Sturgill Engineering, PA anytime if you have questions or if you would like to discuss this project in greater detail.

STURGILL ENGINEERING, PA

RATE SCHEDULE

Sturgill Engineering can operate on a time and expenses basis, as outlined below:

DIRECT CHARGES:

- | | |
|---------------------------------------|--------------------|
| • Principal | \$ 140.00 per hour |
| • Professional Engineer, Senior Level | \$ 115.00 per hour |
| • Professional Engineer | \$ 105.00 per hour |
| • Designer / EIT | \$ 95.00 per hour |
| • Designer / Drafter | \$ 75.00 per hour |
| • Administrative | \$ 50.00 per hour |

REIMBURSABLE EXPENSES:

Reimbursable expenses are charged at actual cost and not marked up.

- | | |
|---|--|
| • Computer Aided Design Program run time: | Included |
| • Mileage (private or Company vehicle): | Current IRS mileage allowance
(MapQuest mileage used as basis.) |
| • Travel (hotel): | Actual cost |
| • Meals: | Actual cost |
| • Travel (air, rail): | Actual cost |
| • Rental car: | Actual Cost (mid or full size car) |
| • Long Distance Telephone: | Included |
| • Convenience copies: | Included |
| • Bulk copies: | Actual Cost |
| • Drawing plots & Blueprints: | Actual Cost |

PURCHASE ORDERS & PAYMENT TERMS

Written purchase orders (faxed or mailed) required before commencement of work. Monthly billings with terms of Net 30 days are requested. Longer payment terms should be discussed prior to commencement of work.

**Sturgill Engineering, PA
Standard Terms and Conditions**

These Standard Terms and Conditions are incorporated by reference in the accompanying Proposal or Agreement (Agreement) between Sturgill Engineering, PA (Consultant) and its Client for the performance of Engineering services (Services) including client modifications as indicated.

1. **Period of Offer:** This Agreement is valid for a period of 60 days from the date unless otherwise extended in writing by Consultant. In the absence of proper acceptance by the client of an offer, Consultant may withdraw an Agreement at any time prior to its expiration date.
2. **Performance of Services:** Consultant shall perform the Services as outlined in this Agreement in consideration of the stated fee and payment methods.
3. **Access to Site:** Unless otherwise stated, Consultant will have access to the site for activities necessary for the performance of the services. Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.
4. **Additional Services:** In the event Client requests Consultant to provide services not specifically described in the Agreement, or in the event Consultant, or anyone employed by Consultant, is called upon to be deposed or to testify in a matter to which Consultant is not a named party as a result of Services performed hereunder, Client agrees to compensate Consultant in accordance with the Billing Rate Schedule set forth in this Agreement unless both parties agree in writing to a compensation basis.
5. **Rate Schedule:** If no Rate Schedule is set forth, compensation shall be at the Consultants' then effective Rate Schedule. Consultant may adjust the Rate Schedule annually to reflect equitable changes in the various categories.
6. **Period of Service:** This Agreement and the compensation set forth herein are established in anticipation of the continuous progress of the services. In the event of suspension of Services by Client, Consultant may at its option terminate this Agreement or request adjustment in amount of compensation.
7. **Payment Terms:** Client agrees to pay Consultant for all services performed and all costs incurred. Prior to providing services, Client shall deposit a Retainer with Consultant if so specified in Agreement. The Retainer shall be credited on the final invoice. Invoices for the Consultant's services shall be submitted, at Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If Client reasonably objects to any portion of an invoice, Client shall notify Consultant in writing within 10 days from the date of receipt of invoice, give reasons for the objection, and pay that portion not in dispute. Failure to provide such written notice shall be deemed a waiver of all objections to that invoice.

Accounts unpaid 30 days after the invoice date may be subject to a monthly finance charge of 1.5% (or the maximum rate allowable by law) on the unpaid balance. If any invoice is not paid within 60 days, Consultant may, without waiving any claim or right against Client, and without liability whatsoever to Client consider it a material breach of this Agreement and suspend or terminate the performance of services. In the event any portion of an account remains unpaid 90 days after the billing, Consultant may institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees. Payment of invoices shall not be subject to any discounts or set-offs by the client unless agreed to in writing by the Consultant. Payment to the

Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

8. **Indemnification:** Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, his or her officers, directors, employees, agents, and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of Services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of Consultant.
9. **Waiver:** In addition, Client agrees, to the maximum extent permitted by law, to waive any claims against Consultant arising out of the performance of these Services except for the negligence or willful misconduct of Consultant.
10. **Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of Consultant, whether written or oral, and any plans, specifications or other documents and services provided by Consultant are for the sole use and benefit of Client on the named project and are not to be provided to any other person or entity without the prior written consent of Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Consultant or Client. Notwithstanding any other provision in this Agreement, no provision found within this Agreement may be interpreted or enforced in a manner that prevents the client from complying with its good faith and reasonable interpretation of North Carolina's public records laws.
11. **Ownership of Documents:** All documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants; (3) Client shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from any use, reuse, or modification of the documents that is endorsed by the Client and not the result of the Client's compliance with a public records request, without written verification, completion, or adaptation by Consultant; and (4) such limited license to Client shall not create any rights in third parties.
12. **Assignment:** This Agreement may not be assigned by either party without prior written approval by the other party. Client acknowledges that Consultant may subcontract portions of these Services without the approval of the Client.
13. **Certifications, Guarantees and Warranties:** Consultant will perform Services using the degree of skill and care ordinarily exercised under similar conditions by reputable members of the Consultants profession practicing in the same or similar locality at the time of this Agreement. Consultant shall not be required to execute any document that would result in Consultant certifying, guaranteeing or warranting the existence of any conditions.

14. **Dispute Resolution:** Any claims or disputes between Client and Consultant arising out of the services to be provided by Consultant or out of this Agreement shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation agreement with all contractors, sub-consultants, sub-contractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.
15. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
16. **Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Client shall pay Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination. Claims for damages by the Owner against the Engineer shall not exceed amount paid to the Engineer for services rendered under this proposal.
17. **Site Responsibility:** The presence of Consultant's representatives will not relieve any contractor, subcontractor, or consultant not employed by Consultant, of their responsibility to perform their work in accordance with applicable laws and regulations. The Client agrees that each contractor, subcontractor, or consultant not employed by Consultant shall solely be responsible for working conditions; security and safety of persons and property; compliance with OSHA regulations; and providing all safety equipment and training necessary for the protection of its personnel.

Consultant's monitoring of others performance is not intended to include supervision of the others; review of safety procedures; nor is Consultant responsible for the safety or security at the site, other than its own employees. Consultant is not responsible for the contractor's failure to perform the work in accordance with the Contract Documents. Consultant does not have the right or duty to halt the work of others.

18. **Design with Construction Phase Services: (If Applicable)** The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the consultant to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work. If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by the Consultant as Additional Services in accordance with the terms of this Agreement. The Consultant shall not supervise, direct

or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The Consultant shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

19. **Cost Estimates:** Consultant may provide opinions of construction and other project related costs as part of these Services. Consultant assumes no responsibility for such cost estimates as Consultant has no control over the costs of labor, materials, or services furnished by others, or the competitive bidding and market conditions.
20. **Insurance:** Consultant will maintain insurance coverage for the following: Workers Compensation; Commercial General Liability; Automobile Liability; and Professional Errors and Omissions. Should Client request to be a named insured, or request the Consultant provide additional insurance coverage, Client agrees to reimburse the Consultant for any additional cost associated with such requests.
21. **Severability:** If any part of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts shall not be affected, and the rights of Consultant and Client shall be enforced as if the Agreement did not contain the illegal or unenforceable part.
22. **IRAN DIVESTMENT ACT CERTIFICATION:** In order to comply with statutorily mandated contracting procedures that are applicable to the City of Asheboro, an Iran Divestment Act certification must be obtained from the Consultant. Therefore, in compliance with Section 147-86.59 of the North Carolina General Statutes, the Consultant hereby certifies that (i) the Consultant is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to Section 147-86.58 of the North Carolina General Statutes, and that (ii) the Consultant will not utilize any subcontractor identified on the Final Divestment List to perform work under any contract with the City of Asheboro. The Final Divestment List can be found on the North Carolina State Treasurer's website with resources related to the Iran Divestment Act. The Final Divestment List should be updated every 180 days.
23. **E-VERIFY COMPLIANCE PROVISION FOR CITY OF ASHEBORO CONTRACTS:** Pursuant to Section 143-133.3 of the North Carolina General Statutes, the City Council of the City of Asheboro cannot enter into the Agreement unless the Consultant, and the Consultant's subcontractors under the Agreement, comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The said Article 2 of Chapter 64 establishes North Carolina's E-Verify requirements for private employers. For the sole and limited purpose of creating a valid contract with the City of Asheboro, the Consultant hereby represents and covenants that the Consultant and its subcontractors are compliant, and will remain compliant throughout the duration of this Agreement, with the cited requirements of Article 2 of Chapter 64 of the General Statutes. If this E-Verify provision is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to conform to Section 143-133.3 of the General Statutes.

These Standard Terms and Conditions and any other documents expressly referenced in the Agreement constitute the entire Agreement between the parties.

Proposal for Engineering Study Services
CITY OF ASHEBORO, NC
Wastewater Lift Station No. 3

Item 12 (c)

GENERAL:

Hiram J. Marziano, PE has been contacted by the City of Asheboro Public Works Department to prepare a proposal to perform engineering study services for the area that is served by wastewater lift station (wwls) no. 3. The wwls is located at the east end of West Mine Street which is accessed from Lambert Drive.

Hiram is pleased to present the following articles to the City of Asheboro that briefly describe his proposed scope of study for the wwls service area.

UNDERSTANDING:

The study is needed at this time because of the rapid and often times concentrated growth in the wwls's service area. The service area is composed of both residential and commercial development. Commercial growth in particular has continued to occur in the service area. The City's engineers has determined that there is a need to determine the potential growth in wastewater generation due to current and future development. Additionally the wwls has continued to age without major upgrades for many years. Therefore the current reliability of the wwpls also comes into question.

It is expected that the form of this study will be conceptual in nature with firm recommendations relative to feasible current & future needs in the service area and specifically withing the wwls. Accurate and sufficient wastewater service and pumping data must be obtained from all available sources that could provide wastewater generation to the utility system. Additionally, a core wastewater collection system will be analized with recommendations of expansion needs for future growth. The recommendations must be shown in a prioritized order with cost data for their financial implementation. To complete such a comprehensive study, it will be necessary to preliminarily develop the operational guidelines for the successful operation of the utility system along with the implementation steps and financing sources available.

Since this is a feasibility study, no specific regulatory approval will be necessary. However, it is the intent of Hiram J. Marziano, PE to write this study in a form that can be utilized by regulatory agencies in making preliminary determinations as to the feasibility of any recommendations and also to provide the baseline data for detailed design studies of any projects undertaken by the City. Hiram J. Marziano, PE has worked with all of the regulatory agencies that possibly would be involved with a feasibility determination of such a study. He is thoroughly familiar with each of the agencies involved and have a good working relationship with each of them and anticipate no problems with retaining their concurrence.

It is with the above understanding that Hiram J. Marziano, PE has formulated the following Project Approach for City of Asheboro's Comprehensive Water Utilities Study.

TECHNICAL APPROACH

Hiram J. Marziano, PE has developed a technical approach based upon our detailed understanding of the project requirements and the minimum requirements required by the City. The following items describe more fully our approach to the technical requirements for the wwls Study:

- ***Preliminary Planning Services:*** In this phase we will develop detailed geographic mapping of the study area. This mapping will serve as base maps for graphical representation of all study findings and recommendations as may be required. Existing City GIS mapping will be used to provide the baseline for the study area.
- ***Prepare study memorandum:*** We will develop an outline of topics to be studied in the feasibility analysis. The study memorandum will serve as a guide for final study preparation and presentation. Copies of the memorandum will be presented to City officials for review and modified if necessary after the review. The memorandum will be an excellent tool for developing and assessing the study needs early in the project.
- ***Data Collection:*** Hiram J. Marziano, PE has a great deal of data available in-house at this time relative to all of the wastewater utilities located within the City of Asheboro.

Additionally, we have data relative to the wastewater systems at Tot Hill, SW Randolph Middle & High Schools and the Southmont School. Those area are not entirely shown on the City's GIS Mapping but are served by the wwls. Additional data that will be necessary to provide the base line information for recommendations will include:

- Historical pumping data including volume, diurnal flow patterns and other operational data currently available from the City records.
 - City service areas that have been prepared from other studies.
 - Health Department data relative to septic tank problems and communicable disease data with specific locations.
 - Structure location data from the GIS mapping in order to perform corridor analysis for line location feasibility.
 - Other data that may (such as SCS soils mapping) be identified in the study memorandum as being pertinent to the study conclusions.
- **Technical Analysis:** After all data has been collected a technical analysis will be performed to ascertain the following baseline data:
 - Existing wastewater systems in the study area will be quantified with regard to their expandability, to include an analysis to determine the downstream wastewater system's capacity to receive existing and projected wastewater volumes.
 - Population and growth within the existing City Limits will be studied, analyzed and projected in accordance with available data. The data will be utilized insofar as practical to make our own conclusions relative to population growth and apply that growth trend to areas that are selected as being potentially feasible to support a public water system. Population projections will be utilized to develop a long term (25-year) projection of needs.
 - From the projections developed and the analysis of the data, alternatives will be developed in conjunction with City of Asheboro staff . All alternatives will be analyzed both hydraulically and financially.

- **Master Planning:** All of the data contained in the preceding articles will be written in report form, and all conclusions documented. All selected alternatives and data will be shown graphically as appropriate. Final recommendations will be presented in a master plan presented in both graphical and written format. All of the proposed recommendations will be submitted in a format sufficient for use by County officials and regulatory agencies to make informed decisions relative to the feasibility. Additionally, loans and/or grants may be able to be requested by utilizing various portions of the completed study document. Since different funding agencies have different requirements relative to feasibility analysis, minor changes may necessary to tailor the document to the specific funding agencies requirement.
- **Financing Alternatives:** Financing alternatives will be presented in the study that are tailored to any utility improvements recommended. A discussion of the financing alternatives will be included in the study.
- **Implementation Plan:** For any recommendations determined as feasible as a result of the comprehensive study, Hiram J. Marziano, PE will develop a recommended implementation plan for, obtaining financing, developing plans and specifications, bidding and award of construction contracts and subsequent construction along with operational startup of any project that is selected as having the highest priority. Additional implementation plans will be developed to lesser accuracy with regard to future phases.
- **City Participation:** Throughout the development of all the data contained hereinbefore, Hiram J. Marziano, PE will be available for any participation if deemed necessary by the City. Hiram J. Marziano, PE will meet with the appropriate City personnel on a monthly basis or as may be required during the preparation of the study to provide updates. There will two (2) detailed meetings with City staff. After the data has been technically analyzed and preliminary alternatives have been formulated another meeting with the same entities should be held to present the preliminary

findings and receive input. A preliminary meeting will be held to present the draft study to parties delegated by City of Asheboro officials and a final meeting will be attended by the engineer to present the final document as approved by City of Asheboro.

RELATED EXPERIENCE

GENERAL:

Hiram J. Marziano, PE has significant experience in providing engineering services specifically for projects that involve studies for utility feasibility. Itemized below is a comprehensive list of feasibility projects that show Hiram's wide range of related experience in North Carolina and in the City of Asheboro.

SELECTED PROJECTS:

- **COUNTY OF HARNETT**

Description : Several feasibility studies for five (5) Water & Sewer districts and two (2) 201 Facilities Plans and one comprehensive wastewater study – 1989 to Present.

- **HANDY SANITARY DISTRICT**

Description: 201 Facilities Plan/Badin Lake area - 1998

- **CITY OF KING**

Description: Comprehensive Water & Sewer Study - 1997

- **CITY OF ASHEBORO**

Description: Comprehensive studies, water, wastewater and roadway design to serve various area around the City – circa 1989-94.

Description: Wastewater Pumping Station analysis for all regional wwls's with in the City- circa 1994

- **TOWN OF HOLLY SPRINGS**

Description: Water System Study & Water Distribution Study - 1998

Contact: Ms. Stephanie Sudano, Town Engineer (919) 557-3935

- **Randolph County**

Description: NE City of Asheboro Water Study – 1997

Disposition: Study completed and accepted - awaiting incorporation into County-wide study

- **City of Asheboro Schools**

Description: (1) John Lawrence W&S PER – 1994

(2) Trinity Sewer PER – 1994

(3) SW Randolph HS PER – WW – 1994

(4) Eastern Randolph HS PER – WW – 1995

(5) Southeast Middle School PER - W&S – 1994

(6) Coleridge School PER – Water – 1994

(7) NE Middle School PER – 1998

(8) Gray's Chapel WW PER – 1996 & 1997

Hiram J. Marziano, PE has performed many other major preliminary engineering reports that have lead to extension/upgrade of water and/or wastewater facilities. He has performed engineering work in all of the existing water and/or wastewater systems in the County at this time.

NORTH CAROLINA LICENSE & CERTIFICATIONS

Hiram J. Marziano, PE currently operates as a prioritorship and is registered with the North Carolina State Board of Registration and Surveyors. His State License number is NC 7707 and was registered in 1977.

Additionally, Hiram J. Marziano, PE is certified as a Service Disabled, Veteran Owned Business and also makes the following declarations:

1. E-VERIFY COMPLIANCE PROVISION FOR CITY OF ASHEBORO CONTRACTS

Pursuant to Section 143-133.3 of the North Carolina General Statutes, the City Council of the City of Asheboro cannot enter into the Agreement unless the Consultant, and the Consultant's subcontractors under the Agreement, comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The said Article 2 of Chapter 64 establishes North Carolina's E-Verify requirements for private employers. For the sole and limited purpose of creating a valid contract with the City of Asheboro, the Consultant hereby represents and covenants that the Consultant and its subcontractors are compliant,

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and will remain compliant throughout the duration of this Agreement, with the cited requirements of Article 2 of Chapter 64 of the General Statutes. If this E-Verify provision is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to conform to Section 143-133.3 of the General Statutes.

2. IRAN DIVESTMENT ACT CERTIFICATION

In order to comply with statutorily mandated contracting procedures that are applicable to the City of Asheboro, an Iran Divestment Act certification must be obtained from the Consultant. Therefore, in compliance with Section 147-86.59 of the North Carolina General Statutes, the Consultant hereby certifies that (i) the Consultant is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to Section 147-86.58 of the North Carolina General Statutes, and that (ii) the Consultant will not utilize any subcontractor identified on the Final Divestment List to perform work under any contract with the City of Asheboro. The Final Divestment List can be found on the North Carolina State Treasurer's website with resources related to the Iran Divestment Act. The Final Divestment List should be updated every 180 days.

HOURLY RATES & FEES

Listed below are the current hourly rates charged by our firm for projects that are performed on a per diem basis and are used in determination of our project fees. The rates include profit and overhead. The rates are calculated in such a manner that no separate charge for mileage and/or printing costs is necessary.

- PROJECT MANAGER/PRINCIPAL \$110.00
- SENIOR PROJECT ENGINEER-Design \$100.00
- SENIOR PROJECT ENGINEER-Study \$90.00
- CLERICAL/PRINTING \$45.00

We have estimated 140 hours of Engineer-Study services and 20 hours of Clerical/Printing time will be required for the scope listed hereinbefore' the projected fee is set not to exceed \$15,000 unless authorized in writing between the City and the Engineer. Invoices from the engineer will be monthly and itemized by the major headings contained in the Technical Approach Section of this proposal.

PROJECT SCHEDULE

Hiram J. Marziano, PE recognizes the importance of meeting predetermined project schedules. Based upon the scope proposed we can present a final study for approval by the City within 45 days of obtaining either a purchase order or formal notice to proceed

Upon approval of this proposal, we can provide a short form Engineering Agreement setting forth the schedule and breakdown of tasks for payment.

OTHER INFORMATION

Hiram J. Marziano, PE is vitally interested in providing the professional engineering needs on this project. Listed below is additional information that should be helpful in deciding to select our firm for this work:

We consider our financial stability to be excellent. We are efficient at producing work and have not encumbered our assets significantly. Our financial services are provided by The Bank of North Carolina in Asheboro, NC.

Hiram J. Marziano, PE maintains both professional and general liability insurance as follows:

Professional Liability Insurance

Carrier: HISCOX

Amount: \$\$750,000

General Liability Insurance

Carrier: CNA, Chicago, IL.

Amount: \$500,000.00 each occurrence

\$1,000,000.00 umbrella coverage

By: _____ Date: March 3, 2017

Hiram J. Marziano, PE