AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, AUGUST 8, 2019, 7:00 PM

1. Call to order.

2. Silent prayer and pledge of allegiance.

3 Public comment period.

4. Resumption of the quasi-judicial hearing for Case No. RZ/CUP-19-09, which was continued from the July meeting, in order to obtain more evidence concerning an application to place property on the north side of Vision Drive and along Nottingham Street in a CU-I2 zoning district and to obtain a conditional use permit authorizing an industrial development with multiple uses and/or structures, including a special intensity watershed allocation.

5. Randolph Health Chief Executive Officer Angela Orth will provide an update on the collaborative effort to maintain high quality health care in Randolph County as demonstrated by the willingness of local officials such as Mayor Smith and the city manager to serve on a Randolph Health advisory committee.

6. Consent agenda:

   (a) Approval of the meeting minutes for the city council's special meeting on July 9, 2019.

   (b) Approval of the minutes and general account of the closed session held during the council's special meeting on July 9, 2019.

   (c) Approval of a resolution sealing the general account of the closed session held on July 9, 2019.

   (d) Approval of the meeting minutes for the city council's regular meeting on July 11, 2019.

   (e) Approval of a resolution expressing the city's commitment to partnering with the United States Census Bureau and the State of North Carolina to support the goals and ideals of the 2020 Census.

   (f) Approval of a resolution declaring the official intent of the City of Asheboro to purchase municipal vehicles and equipment and to reimburse the General Fund with installment financing proceeds.

(g) Approval of an ordinance clarifying that fines collected pursuant to Code of Asheboro Section 50.045 (Tampering with Infrastructure Prohibited) will be disbursed to the public schools.

(h) Approval of the temporary closure of the streets and sections of streets shown on the attached map for Fall Festival XLVII from 12:01 a.m. on Saturday, October 5, 2019, until 11:00 p.m. on Sunday, October 6, 2019.

(i) Approval of an ordinance to amend the general fund fiscal year 2019-2020.

7. Community Development Director Trevor Nuttall will introduce the following agenda items:

(a) Case No. SUP-19-03: A quasi-judicial hearing on an application for a special intensity watershed allocation allowing an increase in the amount of impervious coverage up to 70% within the Watershed Balance Area. The property is located at 2971 Taylor Drive and is more specifically identified by Randolph County Parcel Identification Number 7754702203.

(b) Case No. RZ-19-10: A legislative hearing on an application to rezone property at 531 Rock Crusher Road (Randolph County Parcel Identification Number 7761658018) from B1 (Neighborhood Commercial) to M (Mercantile).

(c) A request for approval of a proposed engineering services agreement with Wetherill Engineering in the amount of $69,585.44 for design work on NCDOT TIP Project EB-5862 (Industrial Park Avenue Sidewalk Improvements).

(d) Discussion of the process to appoint a steering committee to lead the upcoming Land Development Plan update.

(e) Consideration of a resolution in support of improvements to McDowell Road (SR 1150) and New Century Drive (SR 1245).

8. City Engineer Michael Leonard, PE will present the following agenda items:

(a) An Asheboro Airport Authority recommendation to delegate short-term hangar leasing authority to the city manager.

(b) A status report on the permitting process for the Zoo City Sportsplex.

(c) A petition from Mr. Leonard Latham requesting the contiguous annexation of a parcel of land at 1126 Oakland Avenue.

(i) Consideration of a resolution directing the city clerk to investigate the annexation petition.

(ii) Consideration of a resolution setting the date for a public hearing on the question of annexation.

9. Mayor Smith will lead a discussion on naming the arboretum.

10. Mayor Smith will lead a discussion of upcoming events and items not on the agenda.

11. Adjournment.

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Resolution Sealing the General Account of a Closed Session Conducted during a Special Joint Meeting with the Randolph County Board of Commissioners on July 9, 2019

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)(1) and Section 131E-97.3 of the North Carolina General Statutes, the city council, upon unanimous adoption of a properly made and seconded motion, went into closed session on July 9, 2019, during a joint special meeting with the Randolph County Board of Commissioners, in order to discuss privileged and confidential information pertaining to competitive healthcare activities by or on behalf of Randolph Health; and

WHEREAS, the purpose for going into closed session on July 9, 2019, 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 closed session conducted on July 9, 2019, is hereby sealed and will remain 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 this general account is otherwise required by law.

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This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on August 8, 2019.

_____

David H. Smith, Mayor

ATTEST:

_____

Holly H. Doerr, CMC, NCCMC, City Clerk

REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING
THURSDAY, JULY 11, 2019
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
Robert L. Brown, Jr., Police Major
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
P. Douglas Kemp, Human Resources Director
Michael L. Leonard, PE, City Engineer
Mark T. Lineberry, Assistant Chief of Police
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance Director
Jonathan M. Sermon, Recreation Services Director
Jeffrey C. Sugg, City Attorney
D. Richard Thompson, Jr., Police Captain
Jody P. Williams, Chief of Police

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 recite the pledge of allegiance.

3. Recognition of Bennie S. Davis for his years of dedicated service to the City of Asheboro and its police department.

In addition to highlighting the Medal of Valor previously awarded to Master Police Sergeant Bennie S. Davis in recognition of his heroic acts on September 4, 2017, City Manager Ogburn thanked the retiree for his service and presented to him a city retirement plaque. Additionally, Chief Williams presented Master Police Sergeant Davis with the service side arm carried by the officer at the time of his retirement.

4. Consent agenda.

Upon motion by Council Member Carter and seconded by Council Member Burks, the Council voted unanimously to approve/adopt as presented the following consent agenda items. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted aye. There were no dissenting votes.

(a) The meeting minutes for the Asheboro City Council's regular meeting on June 6, 2019.

The approved meeting minutes are 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 meeting minutes for the Asheboro City Council's special meeting on June 24, 2019.

The approved meeting minutes are on file in the city clerk's office, and an electronic copy of the approved minutes is posted on the city's website.

(c) Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for June 3, 2019.

The minutes of the meeting held by the Asheboro ABC Board on June 3, 2019, have been received by the city clerk, distributed to Mayor Smith and the Council Members for review, and have been filed in the city clerk's office.

(d) A resolution appointing the Honorable J. Brooke Schmidly to a new 3-year term of office on the Asheboro ABC Board and confirming her on-going status as chair of the Asheboro ABC Board.

RESOLUTION NUMBER 22 RES 7-19

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION APPOINTING THE HONORABLE J. BROOKE SCHMIDLY TO A NEW THREE-YEAR TERM OF OFFICE ON THE ASHEBORO ABC BOARD AND CONFIRMING HER CONTINUING DESIGNATION AS CHAIR OF THE ASHEBORO ABC BOARD

WHEREAS, in accordance with Section 18B-700 of the North Carolina General Statutes, the Asheboro ABC Board consists of three members that are appointed by the Asheboro City Council; and

WHEREAS, Section 18B-700(a) of the North Carolina General Statutes provides in pertinent part as follows:

> One member of the initial board of a newly created ABC system shall be appointed for a three-year term, one member for a two-year term, and one member for a one-year term. As the terms of the initial board members expire, their successors shall each be appointed for three-year terms. The appointing authority shall designate one member of the local board as chairman; and

WHEREAS, the Honorable J. Brooke Schmidly was first appointed to the Asheboro ABC Board for a two-year term on August 12, 2008, when the initial local board was appointed by the Asheboro City Council; and

WHEREAS, at the conclusion of the initial two-year term, she was appointed, effective August 12, 2010, to a three-year term of office on the Asheboro ABC Board; and

WHEREAS, when the initial Board Chair, the Honorable Russell G. Walker, Jr., announced that he did not wish to be reappointed to the Asheboro ABC Board for another term, the Asheboro City Council designated, effective August 13, 2012, Board Member J. Brooke Schmidly to serve as Board Chair; and

WHEREAS, since that time, Board Chair Schmidly has been appointed to serve two additional three-year terms of office on the Asheboro ABC Board; and

WHEREAS, from the time of its initial creation to the present, the Asheboro ABC Board has performed its duties in a very efficient and professional manner; and

WHEREAS, the Asheboro City Council believes that it is in the best interest of the Asheboro ABC system and the municipal corporation to reappoint Board Chair Schmidly to the Asheboro ABC Board for another three-year term of office and to continue her designation as Board Chair; and

WHEREAS, the Board Chair has expressed a willingness to continue her service on the Board.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, effective August 12, 2019, the Honorable J. Brooke Schmidly is appointed to a new three-year term of office on the Asheboro ABC Board; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that, effective August 12, 2019, the continuing validity of the designation of the Honorable J. Brooke Schmidly as the Chair of the Asheboro ABC Board is confirmed.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 11th day of July, 2019.

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

ATTEST:

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

(e) An Interlocal Agreement for Law Enforcement Dispatch Services with Randolph County.

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

INTERLOCAL AGREEMENT FOR
LAW ENFORCEMENT DISPATCH SERVICES

This Interlocal Agreement (this "**Agreement**") is made and entered into as of the date of the last signature affixed hereto, by and between the City of Asheboro ("**CITY**") and Randolph County ("**COUNTY**"). (CITY and COUNTY are hereinafter collectively referred to as the "**Parties**.")

WITNESSETH:

THAT WHEREAS**,** CITY desires to enter into a contract with COUNTY for it to provide law enforcement dispatch services for the CITY's police department.

WHEREAS, COUNTY desires to provide CITY with law enforcement dispatch services on the terms and conditions provided herein.

NOW, THEREFORE, the Parties do agree and contract as follows:

ARTICLE 1. TERM OF AGREEMENT

1.1 Term of Agreement. The term of this Agreement is for one (1) year beginning on July 1, 2019 and terminating on June 30, 2020.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS AND SERVICES TO BE PROVIDED BY THE RANDOLPH COUNTY

2.1 Independent Contractor Status. At all times when COUNTY and its personnel are rendering services pursuant to this Agreement they shall have the status of

independent contractors with respect to CITY. The personnel provided for herein shall at all times be employees of COUNTY and not be employees of CITY. COUNTY shall be solely responsible for the supervision, control, and discipline of its personnel and for the direction of their work activities and assignments. COUNTY shall be solely responsible for the compensation of the personnel including all employee benefits. COUNTY shall be solely responsible for any injury to its personnel and their property.

2.2 Training, Equipping, Supervising, Credentialing. COUNTY is responsible for training, equipping, supervising, and credentialing the personnel provided for herein in a manner that complies with all applicable laws and rules and ensures that they are able to perform services under this Agreement.

2.3 Services to be Provided by COUNTY. COUNTY shall provide law enforcement dispatch services for CITY as provided in Attachment A, Scope of Services, attached to this Agreement and fully incorporated herein by reference.

ARTICLE 3. OBLIGATIONS OF CITY

3.1 Compensation. CITY shall pay COUNTY wages and associated benefits for four (4) full-time telecommunicator positions as provided in paragraph (a) below.

(a) CITY shall remit to COUNTY monthly the sum of Nineteen Thousand Two Hundred Fifty-Four Dollars ($19,254.00) for services rendered pursuant to this Agreement.

(b) In no event shall the amount remitted by the CITY under this Agreement be more than Two Hundred Thirty-One Thousand Forty-Eight and no/100 Dollars ($231,048.00).

ARTICLE 4. GENERAL PROVISIONS

4.1 Time of Essence. Time is of the essence in performing all obligations under this Agreement.

4.2 Compliance with Laws: COUNTY shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its activities, including those of federal, state, and local agencies having jurisdiction or authority.

4.3 Subcontracting. COUNTY shall not subcontract the performance of its obligations.

4.4 Termination. Either Party may terminate this Agreement at any time by giving one hundred twenty (120) days' notice in writing to the other Party. Upon such termination, CITY shall pay COUNTY for unpaid services completed.

4.5 Assignment. COUNTY shall not assign this Agreement or any interest herein.

4.6 Amendments: This Agreement shall not be amended orally or by performance, but only by written amendments executed by the COUNTY and CITY.

4.7 Entire Agreement: This Agreement, including any exhibits hereto, is the entire agreement between the Parties and supersedes all prior oral or written communications and agreements.

4.8 Survival Clause. The following shall survive the termination or expiration this Agreement: (a) all obligations and liabilities that accrue under this Agreement before the termination or expiration of this Agreement, (b) all obligations under this Agreement to provide reports, documentation, or information to the other Party or to third parties, (c) all indemnity obligations imposed by this Agreement, (d) all provisions of this Agreement that impose an obligation after termination or expiration of this Agreement, and (e) all obligations under this Agreement which by their nature or context are intended to be performed after the termination or expiration of this Agreement.

4.9 Iran Divestment. Pursuant to N.C. Gen. Stat. §147-86.59, the Parties each certify that it is not identified on a list created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. §147-86.58 as a person engaging in investment activities in Iran. Contractor further certifies that in the performance of this Contract it shall not use any contractor or subcontractor that is identified on such a list.

4.10 E-Verify. Each party to this Agreement hereby attests that it currently complies with and shall continue to comply with, for the duration of this Agreement, Article 2 of Chapter 64 of the North Carolina General Statutes (commonly referred to as "E-Verify") and further attests that it ensures and continues to ensure that any subcontractors utilized by said party also comply with said Article.

IN WITNESS WHEREOF, CITY and COUNTY have each executed this Agreement in duplicate originals.

COUNTY OF RANDOLPH

(SEAL)

Attest: **By: _____**
Darrell L. Frye, Chairman
Randolph County Board of Commissioners

_____
Dana Crisco, Clerk to the Board

I, _____, a Notary Public of the County of Randolph, State of North Carolina, do hereby certify that Dana Crisco, who is personally known to me, appeared before me this day and acknowledged that she is the Clerk to the Board for the County of Randolph and that, by authority duly given and as the act of the County of Randolph, the foregoing instrument was voluntarily executed on behalf of the County by Darrell L. Frye, the Chairman of its Board of Commissioners, sealed with the County's corporate seal, and attested by her as Clerk to the Board for the purposes stated therein.

Witness my hand and official stamp or seal, this _____ day of _____, 2019.

_____
Notary Public

My Commission expires: _____.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
William Massie, Finance Officer
Randolph County

CITY OF ASHEBORO

(SEAL)

Attest: **By: _____**
David H. Smith, Mayor
City of Asheboro

_____
Holly H. Doerr, City Clerk

I, _____, a Notary Public of the County of Randolph, State of North Carolina, do hereby certify that Holly H. Doerr, who is personally known to me, appeared before me this day and acknowledged that she is the City Clerk for the City of Asheboro and that, by authority duly given and as the act of the City of Asheboro, the foregoing instrument was voluntarily executed on behalf of the City by David H. Smith, the Mayor, sealed with the City's seal, and attested by her as Clerk for the purposes stated therein.

Witness my hand and official stamp or seal, this _____ day of _____, 2019.

_____
Notary Public

My Commission expires: _____.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
Deborah P. Reaves, Finance Officer
City of Asheboro

ATTACHMENT A
SCOPE OF SERVICES

1. Answer incoming non-emergency seven-digit telephone line calls for the cities and towns – assisting callers with related questions or issues.
2. Provide safety checks for the officers via radio while on calls, traffic stops, follow-up investigations, etc…
3. Provide cross-communication functions with other public-safety agencies and coordinate appropriate actions to assist the field officers.
4. Contact the Magistrate or other (outside) public-safety officers to assist with related calls or needs within the CITY.
5. Arrange locations for officers to meet other outside officers regarding warrant, suspect, or detainee transactions.
6. Provide cross-communication and coordination with outside agencies and provide constant radio contact with all agencies involved during a vehicle or foot pursuit as it enters or exits the CITY limits.
7. Call utility services, business/property owners, alarm companies, etc… as needed and/or requested by field officers.
8. Call wrecker services and maintain wrecker rotation log for the CITY-approved wrecker services.
9. Radio log all movements and actions of all officers to include traffic stops, business/property checks, meal breaks, funeral processions, school traffic, suspicious person or vehicle checks (officer initiated), etc…
10. Provide requested services for any officer initiated actions not involving a call entry.
11. Division of Criminal Information services provided 24/7:
    - Local, state, national and international wanted checks, to include (NCAWARE, NCIC & III)
      - Communicating with other agencies to arrange pick-up, delivery, or to serve an individual who is wanted and to arrange extradition
    - Provide entries for:
      - Missing/wanted persons
        - Endangered or runaway
      - Stolen vehicles, securities, articles or items
      - Sending attempt to locate messages to other public-safety agencies around the state or nation.
    - Provide clears for:
      - Missing/wanted persons
      - Stolen vehicles, securities, articles, or items
      - Conducting hit confirmations and locate services
    - Entering and/or clearing Silver, Blue and Amber Alerts.

- Inquiries for valid / invalid concealed carry notifications.
- Inquiries for driver history / vehicle owner history & identification
- Inquiries for guns and other registered weapons
- Accurately maintain the dispatch DCI audit of records for all transactions under the appropriate DCI terminal.
- Provide officer with appropriate print-outs of driving histories, vehicles histories, criminal histories and the like.

12. Allow citizens to use the 9-1-1 system to report and for a Telecommunicator to provide answering services for animal control, water/sewer, street department, or traffic signal malfunctions (owned by the CITY), or other CITY-specific services after-hours, on weekends and holidays.
13. Contact on-call detectives, alert team, fleet maintenance, and traffic officers after-hours.
14. Maintain audio recordings of all radio traffic on the two primary radio channels for court and public documentation purposes.
15. Provide one additional Telecommunicator during driver check-points.

(f) A resolution authorizing the transfer of the balance of the Asheboro Parks Endowment to the Zoo City Sportsplex Fund.

RESOLUTION NUMBER 23 RES 7-19

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION AUTHORIZING THE TRANSFER OF THE BALANCE OF THE ASHEBORO PARKS ENDOWMENT TO THE ZOO CITY SPORTSPLEX FUND

WHEREAS, based on a review conducted by the finance director and the city manager of the funds currently held for the City of Asheboro with the North Carolina Community Foundation, it has been determined that the Asheboro Parks Endowment is below the minimum required by the North Carolina Community Foundation; and

WHEREAS, the Asheboro Parks Endowment is no longer active; and

WHEREAS, the purposes for the Asheboro Parks Endowment and the Zoo City Sportsplex Fund are similar in nature; and

WHEREAS, the finance director and the city manager have recommended transferring the balance of the Asheboro Parks Endowment to the Zoo City Sportsplex Fund and thereby closing the Asheboro Parks Endowment; and

WHEREAS, the Asheboro City Council concurs with this recommendation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the balance of the Asheboro Parks Endowment shall be transferred to the Zoo City Sportsplex Fund; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the governing board hereby acknowledges and agrees that this transfer of the balance of the Asheboro Parks Endowment to the Zoo City Sportsplex Fund will result in the closure of the Asheboro Parks Endowment; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the city's officers and employees are hereby authorized and directed to take all of the administrative steps necessary to implement the actions described herein.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 11th day of July, 2019.

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

ATTEST:

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

(g) Approval to schedule for August 8, 2019, and to advertise a public hearing pertaining to the following land use cases:

(i) Quasi-Judicial Hearing: An application asking for a special intensity watershed allocation allowing an increase in the amount of impervious coverage up to 70% within the Watershed Balance area for property located at 2971 Taylor Drive (Randolph County Parcel Identification Number 7754702203).

(ii) Legislative Hearing: An application asking for the rezoning of property located at 531 Rock Crusher Road (Randolph County Parcel Identification Number 7761658018) from B1 (Neighborhood Commercial) to M (Mercantile).

The hearings concerning the applications for the above-described land use approvals will be scheduled and advertised in accordance with the applicable statues/ordinances and then heard by the Council during its regular meeting on August 8, 2019.

5. Public comment period.

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

Mayor Smith closed the public comment period.

6. Community Development Items:

(a) Case No. RZ/CUP-19-09: A combined quasi-judicial hearing on an application to rezone property on the north side of Vision Drive and along Nottingham Street (South of 1595 Nottingham Street) from R15, RA6, and CU-I3 to CU-I2 zoning and to obtain a conditional use permit authorizing both an industrial development with multiple uses and/or structures and a special intensity watershed allocation allowing an increase in the amount of impervious coverage up to 70% within the Watershed Balance area. This property is more specifically identified by Randolph County Parcel Identification Numbers 7752655565, 7752547146, and 7752640158.

Mayor Smith opened the public hearing on the combined request to legislatively rezone the identified property and to issue a Conditional Use Permit on the basis of evidence presented during the quasi-judicial hearing.

Community Development Director Trevor Nuttall was placed under oath and presented the staff's analysis of the request by OSOTT, LLC, by and through John Thompson, JB Davis, and Jerry Holder, (collectively, the "Applicant") to rezone the above-described properties that are identified by Randolph County Parcel Identification Numbers 7752655565, 7752547146, and 7752640158 (collectively, the "Zoning Lot") from CU-I3 (Conditional Use Limited Industrial), RA6 (High-Density Residential) and R15 (Low-Density Single-Family Residential) to CU-I2 (Conditional Use General Industrial). Along with the requested rezoning, the Applicant also applied for a Conditional Use Permit authorizing an industrial development with multiple uses and structures and a special non-residential intensity watershed allocation ("SNIA").

Mr. Nuttall certified that the required notices of the requested rezoning had been provided and utilized a visual presentation to summarize the planning staff's analysis of the rezoning application. The staff report noted the following:

1. A portion of the property is inside the city limits (Randolph County Parcel Identification Number 7752655565 east of Norfolk Southern Railroad). The remaining property is within the city's extraterritorial zoning jurisdiction (ETJ), but is outside the city limits.

2. Vision Drive is a state-maintained boulevard with fully controlled access in this location. Nottingham Street is a state-maintained road. The property also has frontage along I-73/I-74, an interstate highway.

3. The portion of the property (49.2 acres, more or less, out of a total of 62.34 acres, more or less) west of the Norfolk Southern Railroad is zoned CU-I3 Conditional Use General Industrial and is designated as an Employment Center by the Land Development Plan (LDP). The remainder of the property is zoned RA6 (High-Density Residential) and R15 (Low-Density Single-Family Residential) and is designated for urban residential use.

4. The LDP Growth Strategy Map designates the property west of the railroad as an Economic Development area and property east of the railroad as a Primary Growth Area.

5. The I2 description in the zoning ordinance states the intent of the district "is to produce areas for intensive manufacturing, warehousing, processing, and assembly uses controlled by performance standards to limit the effect of such uses on adjacent districts." In the requested CU-I2 district, the city council must approve all proposed development.

6. A portion of the property is located within the Watershed Balance area, which restricts the coverage of impervious surfaces (i.e. buildings, parking) for non-residential uses to 12 percent of a property's land area, unless the city council approves a Special Intensity Allocation (SNIA). A SNIA may allow up to 70 percent impervious coverage on a zoning lot. Along with a Conditional Use Permit (CUP) for an industrial development with multiple uses and structures, the applicant's CUP request includes a request for a SNIA.

7. A small portion of the property closest to Vision Drive is located in a Special Hazard Flood Area.

Mr. Nuttall also presented the staff's analysis of the application for a Conditional Use Permit. This analysis of the Conditional Use Permit application is as follows:

1. The request includes two components: Industrial Development with Multiple Uses and Structures and a Special Non-Residential Intensity Watershed Allocation (SNIA).

2. One entrance from Nottingham Street, a state-maintained road, is proposed. Based on feedback from the North Carolina Department of Transportation (NCDOT), access from Vision Drive will not be permitted due to the section adjacent to the property being fully controlled. NCDOT will be responsible for Nottingham Street driveway permitting.

3. The project includes a potential rail spur. Norfolk Southern Railroad is responsible for reviewing and approving the final rail spur alignment and any improvements within the railroad right-of-way.

4. An industrial development with multiple uses and/or structures allows uses permitted in the underlying zoning district. However, review of

the Conditional Use Permit (CUP) request can allow use restrictions and the applicant has offered restrictions on certain uses.

5. The property is located within the balance of the Back Creek/Lake Lucas Watershed area. Permissible built upon area is capped at 12 percent of the land area unless a SNIA authorizing additional built-upon-area, up to 70%, is approved.

6. Ten percent of the watershed area may be designated as a Special Intensity Allocation area. Within the Back Creek/Lake Lucas Watershed balance area, 193.48 acres of special allocation area currently exists. If the requested SNIA is granted, this project would use 13.76 acres of the allocation area, reducing the available allocation area to 179.72 acres.

7. Approval of a SNIA has no effect on general watershed development regulations intended to protect water quality.

In regards to the request for rezoning, the Planning Board recommended approval of the request. This recommendation was based on the Planning Board's concurrence with the following analysis from the Community Development Division staff that evaluated the consistency of the requested rezoning with the adopted comprehensive plans as well as the reasonableness of the request and whether the requested rezoning is in the public interest:

> This Land Development Plan (LDP) designates the majority of this property as an Employment Center, due to its location on a major transportation corridor. In addition to the property's location adjacent to an interstate interchange, the property also adjoins the Norfolk Southern Railroad. The Northeast Small Area plan also cites having an employment center at the interchange of I-73/I-74 and Vision Drive as a key issue.
>
> As described by the LDP, industrial uses are an integral component of an Employment Center, along with other non-residential uses. The subject property is situated among commercial and office/institutional land uses and zoning that exist in this area along Vision Drive. Additionally, the majority of the property currently has an industrial zoning designation.
>
> Although the property is adjacent to residential uses, close to two public schools, and has some environmental challenges, including portions of the property being located within watershed and flood hazard area, the Conditional Use permitting process supplements general zoning ordinance requirements and offers an opportunity for closer review and public input concerning specific uses, site design, and access.
>
> Considering these factors, staff believes that the proposed zoning map amendment is reasonable and in the public interest.

Mr. John Thompson, a representative of the Applicant, was placed under oath and offered testimony in support of the application. This testimony was designed to address the four standards for issuance of a Conditional Use Permit. As part of his testimony, Mr. Thompson expressed agreement with the following conditions that were recommended by the planning staff for attachment to the requested Conditional Use Permit.

1. The use approved shall be an "Industrial Development with Multiple Uses and/or Structures," excluding the uses below:

   (a) Any type of Adult Establishment;
   (b) Amusement Parks;
   (c) Brew Pubs;

(d) Bus terminal;
(e) Cemetery (human or pet);
(f) Child Care Center;
(g) Circus, fair, or carnival;
(h) Correctional facilities;
(i) Farmer's Market;
(j) Flea Market;
(k) Government land reserve;
(l) Junkyards;
(m) Kennels;
(n) Landfills;
(o) Liquor store;
(p) Lumberyard;
(q) Mini Warehouse;
(r) Mobile home sales;
(s) Sludge applications;
(t) Storage of hazardous wastes;
(u) Vehicle Towing Operation and/or Storage Facility; and
(v) Any use prohibited by Watershed Protection Regulations, Article 300B.

2. As allowed by the zoning ordinance, existing vegetation may be preserved to count towards buffer and landscaping shown on the site plan.

3. Should the number of parking spaces required to serve the proposed development be determined to be more or less than the amount of parking shown on the site plan, a change to the amount of parking shall not be considered a modification of the project requiring Council approval. The applicant shall submit a revised site plan for review by city staff for inclusion into the file.

4. Actions identified in Article 1000, Section 1013.5.B (1) and (2) related to the size of the proposed structure(s) shall be considered minor changes and not permit modifications requiring Council review.

5. Consistent with Section 1013.5, proposed conversion of any drive(s) within the zoning lot and/or leading to the zoning lot from existing public right-of-way(s) shall not be deemed a modification of the Conditional Use Permit, subject to zoning ordinance and subdivision ordinance requirements and applicable processes.

6. Prior to the storage of any hazardous material, a spill prevention, containment, and control plan (SPCC) must be prepared by a professional competent in SPCC. Any SPCC-required spill containment structures must be designed by a North Carolina registered professional engineer or architect.

7. A stormwater management plan identifying details of the stormwater BMP to be utilized shall be submitted prior to any zoning compliance permit authorizing built-upon area to exceed 12% of the watershed balance area on the zoning lot. Prior to the issuance of a certificate of zoning compliance, certification from a professional engineer stating that the stormwater BMP has been installed as designed shall be provided. Any open water retention or drainage areas shall be sprayed regularly for mosquito control. The continued maintenance of all runoff control measures shall be the responsibility of the property owner.

8. All land uses shall continually remain in good standing with NC Department of Environmental Quality and/or other regulatory entities charged with enforcing air quality requirements. As a point of illustration and not limitation, this shall mean that the land use

remains free of any notice of violation and/or of non-compliance from NCDEQ.

9. Prior to the issuance of a zoning compliance permit for the construction of any phase of the development, the Applicant shall:

   (a) Provide evidence of NCDOT approval;
   (b) Provide evidence of approval by Norfolk Southern Railroad for all proposed improvements to be located within area controlled by the railroad;
   (c) Provide evidence of compliance with the city code and polices for and water and sewer extensions and connections, including annexation and the surveying of necessary easements for any lines required to be publicly maintained;
   (d) Submit a revised site plan to city staff reflecting all prohibited uses in Condition No. 1 for inclusion into the file without further review by City Council;
   (e) Provide NC Department of Environmental Quality erosion control permit when required.
   (f) 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.

10. Prior to the issuance of a zoning compliance permit for the proposed warehouse (Building 1), the following information shall be submitted on the site plan for inclusion in the file without further review by City Council:

   (a) Addition of Randolph County Parcel Identification Number 7752655565 to General Site Note (3);
   (b) Deletion of "and 317" from "Lighting note;"
   (c) Additional lighting detail showing compliance with Performance Standards for Industrial District Section 316A;
   (d) Labeling proposed building material on proposed elevation drawings; and
   (e) Delineation of a Phase 1 boundary showing access, parking, and infrastructure serving the proposed 50,000 SF warehouse (Building 1) in a manner that meets all regulatory requirements, including adequate turn around space for emergency vehicles.

11. Prior to issuance of a zoning compliance permit for future phases of the development, the following information shall be provided:

   (a) Additional lighting detail showing compliance with Performance Standards for Industrial District Section 316A;
   (b) Information showing compliance with Section 307A (Central Solid Waste Storage Area), as needed, for future phases of the development; and
   (c) Building elevation details compliant with Article 300A, Section 316A.

12. Should the zoning classification of the adjoining Lucy Allred King Trustee property to the north (Deed Book 1772, PG 1120) be determined to be in error, the Applicant shall submit a revised site plan depicting the corrected buffer/screening classification along property boundaries adjacent to the aforementioned adjoining property according to the requirements of Section 304A. Such revised buffer, if determined to be required, shall be reflected on a revised site plan presented by the applicant for inclusion into the file without further review by City Council.

Additionally, Mr. Mack Summey, PE, presented comments in support of the Application.

Ms. Doris Osborne presented comments and questions about the Application.

Ms. Lucy King, who is an adjoining property owner, testified as to her concern about the potential negative impact of the proposed land use on the value of her property.

The Applicant did not present expert testimony concerning the issue of whether the proposed land use will substantially injure the value of adjoining or abutting property.

When discussing the application, the elected officials identified a need for additional evidence in order to properly evaluate the request for a conditional use permit. The council members were specifically interested in receiving competent expert testimony as to the impact of the proposed land use on the value of adjoining property. Additionally, there was an interest in receiving clarification from the planning staff as to whether mapping errors might explain the presence of some split zoning in the area in question.

Council Member Bell moved to continue to the public hearing to the council's regular August meeting, which will be held on August 8, 2019, in order to allow for additional evidence to be provided. Council Member Snuggs seconded the motion. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted aye, and the motion to continue the hearing was approved unanimously.

(b) Solicitation of public comments related to a pending application for grant funding under the State of North Carolina Recreational Trails Program.

Ms. Mary Joan Pugh, Trails/Natural Heritage Coordinator for Randolph County, briefly described the proposed Phase 1 of the Deep River Worthville to Central Falls Blueway project that is to be part of a grant funding application to be submitted to the State of North Carolina Recreation Trails Program. The City of Asheboro is partnering with the City of Randleman and Randolph County during this process.

Dr. David Stansfield presented comments in support of the application for grant funding. No other public comments were heard regarding the application.

(c) Consideration of a Resolution of Support for the Piedmont Legacy Trails Program.

Mr. Nuttall presented and recommended adoption, by reference, of a resolution of support for the Piedmont Legacy Trails Program.

Upon motion by Council Member Burks and seconded by Council Member Carter, the Council voted unanimously to adopt the following resolution by reference.

RESOLUTION NUMBER 24 RES 7-19

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION IN SUPPORT OF PIEDMONT LEGACY TRAILS

WHEREAS, the Asheboro City Council is committed to enhancing the quality of life for its citizens and recognizes that supporting Piedmont Legacy Trails will help create a regional network of trails, including greenways and blueways; and

WHEREAS, trails provide key amenities to neighborhoods and safe areas for our citizens and children to travel, exercise, play and connect with nature and communities; and

WHEREAS, trails have significant impact on the economic viability of the region through increased tourism, enhanced property values, as well as the ability to attract and retain businesses to the region due to improved quality of life; and

WHEREAS, committing to this Resolution may help leverage funding from federal, state, local and private sources for trails; and

WHEREAS, Piedmont Legacy Trails is coordinated by Piedmont Land Conservancy which is dedicated to preserving important natural areas, and Piedmont Triad Regional Council, which is a regional planning organization.

NOW, THEREFORE, BE IT RESOLVED that the Asheboro City Council supports Piedmont Legacy Trails, in partnership with neighboring communities, to implement a system of regional trails that connects our communities, people and regional points of interest for years to come.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on the 11th day of July, 2019.

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

ATTEST:

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

(d) A request for authorization to engage the Piedmont Triad Regional Council for the development of updates to the Land Development Plan and the Parks and Recreation Plan.

Mr. Nuttall presented a proposal from the Piedmont Triad Regional Council (PTRC) for the development of updates to the City of Asheboro's Land Development Plan and the Comprehensive Parks and Recreation Plan. Upon approval by the city council, city staff will partner with PTRC in order to effectively evaluate and update these plans. The cost of the project is not to exceed $69,500 and work is scheduled to begin in August 2019.

Upon motion by Council Member Bell and seconded by Council Member Swiers, the Council voted unanimously to approve the proposal from the PTRC and to authorize city staff to engage in partnering with the PTRC for the development of updates to the City of Asheboro's Comprehensive Parks and Recreation Plan and the Land Development Plan.

A copy of the above-referenced proposal is on file in the city clerk's office.

7. The initiation of the notice procedure for filling a vacancy on the Asheboro Airport Authority.

With the retirement of Dr. James Rich, Mr. Ogburn noted that the process for filling the vacancy on the Asheboro Airport Authority is beginning.

Notice of the vacancy will be placed on the city's website and a media release will be sent to local publications. Applicants who currently have applications on file in the city clerk's office will be contacted to see if they are still interested in serving.

If more than two applications are submitted for consideration, the list of applicants will be forwarded to the Asheboro Airport Authority for review. The airport authority members will recommend a minimum of two applicants for consideration by the council members. The Asheboro City Council will make the final selection of an individual to fill the vacant airport authority seat.

No action was requested of the council during this portion of the meeting, and none was taken.

8. Upcoming events.

Mayor Smith led a brief discussion of upcoming events occurring within the city government and the community in general. No action was taken by the city council during this portion of the meeting.

There being no further business, the meeting was adjourned at 8:35 p.m.

_____ _____

Holly H. Doerr, CMC, NCCMC, City Clerk David H. Smith, Mayor

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION EXPRESSING ASHEBORO'S COMMITMENT TO A 2020 CENSUS PARTNERSHIP

WHEREAS, the United States Census Bureau is required by the Constitution of the United States to conduct a count of the population; and

WHEREAS, this population count provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy; and

WHEREAS, the City of Asheboro is committed to ensuring every resident is counted; and

WHEREAS, federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on population and housing data obtained from the census; and

WHEREAS, census data helps determine how many seats each state will have in the United States House of Representatives and is necessary for an accurate and fair redistricting of state legislative seats, certain local governing boards, and voting districts; and

WHEREAS, information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment; and

WHEREAS, the information collected by the census is confidential and protected by law; and

WHEREAS, a united voice from business, government, community-based and faith-based organizations, educators, media, and others will enable the 2020 Census message to reach more of our citizens.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the City of Asheboro is committed to partnering with the United States Census Bureau and the State of North Carolina and will take the following actions in support of the 2020 Census:

1. The city will support the goals and ideals for the 2020 Census and will disseminate 2020 Census information;

2. The city will encourage all city residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation;

3. The city will provide census advocates to speak to city and community organizations;

4. The city will support census takers as they help our city and county complete an accurate count; and

5. The city will strive to achieve a complete and accurate count of all persons within our borders.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 8th day of August, 2019.

_____

David H. Smith, Mayor

ATTEST:

_____

Holly H. Doerr, CMC, NCCMC, City Clerk

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF ASHEBORO TO PURCHASE MUNICIPAL VEHICLES AND EQUIPMENT AND TO REIMBURSE THE GENERAL FUND WITH INSTALLMENT FINANCING PROCEEDS

WHEREAS, in order to maintain a satisfactory level of municipal services, the Asheboro City Council has adopted a budget ordinance for fiscal year 2019-2020 that allocates funding for the acquisition of vehicles and equipment deemed essential for maintaining uninterrupted high-quality municipal services; and

WHEREAS, the following vehicles and equipment are to be acquired by city departments that receive their funding from the City of Asheboro General Fund (the "General Fund"):

1. $319,271.00 has been budgeted for the police department to acquire twelve vehicles;

2. $51,900.00 has been budgeted for the fire inspection department to acquire three vehicles;

3. $441,500.00 has been budgeted for the street maintenance department to acquire three vehicles/pieces of equipment (a leaf truck, a tandem dump truck, and a 2-ton dump truck);

4. $29,267.00 has been budgeted for the engineering department to acquire a vehicle; and

5. $80,000.00 has been budgeted for the facilities maintenance department to acquire three vehicles.

The total budgeted amount for the purchase of the above-listed vehicles and equipment needed by the listed city departments to deliver essential municipal services is $921,938.00; and

WHEREAS, Section 160A-20 of the North Carolina General Statutes authorizes the city to finance the purchase of personal property by means of installment financing that creates a security interest in the purchased property; and

WHEREAS, in order to provide uninterrupted high-quality municipal services, the above-listed vehicles and equipment will be purchased and placed into service as soon as possible with available funds in the General Fund; and

WHEREAS, the Asheboro City Council has decided that the above-stated expenditures are to be reimbursed to the General Fund during the current fiscal year with proceeds from an installment financing agreement that will create security interests in the above-listed municipal vehicles and equipment acquired by the city during its 2019-2020 fiscal year; and

WHEREAS, more favorable financing terms can be obtained if the city takes the steps necessary to allow the lending institution from which financing is ultimately obtained to exclude the interest paid or payable under an installment financing agreement with the city from the gross income of the lending institution; and

WHEREAS, in accordance with the applicable treasury regulations, one of the steps necessary to avoid jeopardizing the ability of a lender to exclude from its gross income the interest paid or payable under an installment financing agreement is for the city to declare its intent to reimburse the General Fund for the expenditures used to purchase the needed vehicles.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, consistent with the city's budget ordinance for fiscal year 2019-2020 and with the explicit intent of seeking reimbursement for the expenditures from installment financing proceeds, a maximum of $921,938.00 may be expended from the General Fund for the acquisition of the above-listed vehicles and equipment prior to the execution of any installment financing agreement; and

BE IT FURTHER RESOLVED that the City Council of the City of Asheboro does hereby formally and explicitly declare the official intent of the City of Asheboro to fully reimburse, with loan proceeds from an installment financing agreement that is to be executed prior to the end of the 2019-2020 fiscal year, any and all expenditures from the General Fund for the purchase during this fiscal year of the vehicles and equipment referenced hereinabove and that are necessary to the provision of essential municipal services.

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The signature blocks for this Resolution are on the next page.]

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 8th day of August, 2019.

_____

David H. Smith, Mayor

ATTEST:

_____

Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE TO AMEND SECTION 50.045 OF THE CODE OF ASHEBORO

WHEREAS, Section 50.045 of the Code of Asheboro prohibits tampering with municipal water system infrastructure; and

WHEREAS, Section 14-151 of the North Carolina General Statutes prescribes criminal penalties for interfering with certain components of a water utility's infrastructure; and

WHEREAS, actions prohibited by Section 50.045 of the Code of Asheboro also fall within the scope of the criminal offenses established by Section 14-151 of the North Carolina General Statutes; and

WHEREAS, in accordance with Article IX, Section 7(a) of the Constitution of North Carolina, the clear proceeds of all fines collected for any breach of the criminal laws must be distributed to the local school administrative units of the county in which the proceeds were collected; and

WHEREAS, Section 14-151 of the North Carolina General Statutes provides helpful text to remove licensed contractors conducting themselves in accordance with recognized customs and standards from the reach of the sanctions established by this criminal law; and

WHEREAS, the Asheboro City Council has concluded that Section 50.045 of the Code of Asheboro should be amended to unambiguously establish that fees charged for conduct that falls within the scope of the state's criminal laws will be distributed to the local school administrative units and to explicitly incorporate the licensed contractor exception into the city ordinance provision.

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

Section 1. Section 50.045 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 50.045 TAMPERING WITH INFRASTRUCTURE PROHIBITED.

(A) It shall be unlawful for any person to deface, tamper with or injure any municipal infrastructure connected with or pertaining to the water system owned and operated by the city, specifically including without limitation any house, reservoir, valve cock, wheel, fire plug or other fixture connected with or pertaining to the city water system, or to place any building material, rubbish or other matter or substance on any valve, stop cock, meter box, water main or service pipe, or to obstruct access to any fixture connected with the city water system, or to remove, tamper with or injure any pipe, fire plug, hydrant, valve or cock or to open any of them, except when due authority has been given therefor by the Water and Sewer Department.

(B) Tampering with any municipal infrastructure connected with or pertaining to the city water system, specifically including without limitation a fire hydrant and a water meter or any device attached thereto, is hereby expressly declared to be unlawful and will result in a charge and other enforcement actions as hereinafter set out. Within any 12 calendar month period, there will be a charge of $150 for the first offense, $500 for the second offense, and criminal penalties, including without limitation a fine of $500, shall be instituted thereafter in accordance with G.S. § 14-4. By way of illustration and without limitation, a person shall be deemed to have tampered with municipal infrastructure in violation of this section if, without authorization from the Water and Sewer Department, a fire hydrant is opened or operated in any manner; a water meter is activated, operated, or manipulated in an effort to restore water service for any premises for which water service has been discontinued; the water meter or any device attached thereto is damaged to any degree by an unauthorized individual attempting to manipulate or operate some physical component of or attachment to the water meter; or the water meter is relocated to provide service in a location other than the service address noted in the records of the Water and Sewer Department. Nothing contained within this division shall release a person found guilty of tampering with a water meter or any other aspect of the city's water supply and distribution system from liability for so doing, and the provisions of this division shall not preclude the city from pursuing any other remedy available at law or equity for such unlawful conduct.

(C) Any monies collected on the basis of charges established by this section are deemed to be fines collected for a breach of the criminal laws, and the clear proceeds from these fines shall be distributed to the local school administrative units in Randolph County in accordance with the applicable laws and regulations.

(D) Nothing in this section applies to licensed contractors while performing usual and ordinary services in accordance with recognized customs and standards.

Section 2. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 3. This Ordinance shall take effect and be in force from and after the date of its adoption.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on the 8th day of August, 2019.

_____

David H. Smith, Mayor

ATTEST:

_____

Holly H. Doerr, CMC, NCCMC, City Clerk

RZ-CUP-19-09 (continued from July 11, 2019)

Requests concerning property located on north side of Vision Drive, along Nottingham St., and south of 1595 Nottingham St. (Randolph County Parcel Identification Numbers 7752655565, 7752547146, 7752640158)

1. **RZ-19-09**: Request to rezone this property from CUI-3 (Conditional Use Limited Industrial), R15 (Low-Density Single-Family Residential), and RA6 (High-Density Residential) to CU-I2 (Conditional Use General Industrial)

Planning Board Recommendation and Staff Report

2. **CUP-19-09**: Request for Conditional Use Permit for Industrial Development with Multiple Uses and Structures and Special Intensity Watershed Allocation

Staff Report

Planning Board Recommendation & Comments to City Council

NOTE: Have applicant Certify to Council mailings to all adjoining property owners.

Case # **RZ-19-09**

Date 6/3/2019 PB

Applicant John Thompson, JB Davis, & Jerry Holder
OSOTT, LLC

Legal Description

The properties of Osott, LLC & JB Davis & Sons Ventures, LLC, located on the East of I-73/74, north of Vision Dr. & south of 1595 Nottingham St., and east of 1595 & 1599 Nottingham St., opposite the Norfolk Southern Railroad. These properties are identified by Randolph County Parcel ID #s7752655565, 7752547146, 7752640158 & total approximately 62.23 acres +/-.

Requested Action Rezone from R15 (Low-Density Single-Family Residential) and RA6 (High-Density Residential) to CU-I2 (Conditional Use General Industrial)

Existing Zone R15/RA6/CU-I3

Land Development Plan See Rezoning staff report

Planning Board Recommendation

Approve.

Reason for Recommendation

The Planning Board concurred with staff reasoning.

Planning Board Comments

Rezoning Staff Report

RZ Case # **RZ-19-09** **Date** 7-11-19 & 8-8-19 City Council

General Information

Applicant Osott, LLC (c/o John Thompson, JB Davis, & Jerry Holder)

Address 130 Wright Way

City Troy NC 27371

Phone 910-220-1052

Location north side of Vision Drive/Nottingham Drive

Requested Action Rezone from CU-I3 (Conditional Use Limited Industrial), RA6 (High-Density Residential) and R15 (Low-Density Single-Family Residential) to CU-I2 (Conditional Use General Industrial)

Existing Zone CU-I3, RA6, R15 **Existing Land Use** Undeveloped

Size 62.34 acres +/- **Pin #** 7752655565, 7752547146, 7752640158

Applicant's Reasons as stated on application

Area is well suited for Warehouse & Industrial Uses. The amendment would allow for a development of this type in a safe area where there is a need for warehousing in Asheboro. A dedicated industrial area is safer than being spread out in various locations around the City. A portion of the property is designated as an Employment Center & has rail service. Another portion of the property is located in an Economic Development area. This meets the intent of the LDP. The property is ideal for this type development due to it having access to rail service and located along the Interstate corridor.

Surrounding Land Use

North Single-family/Schools/Undeveloped **East** Railroad/Single-Family

South Undeveloped property **West** I-73/I-74/Single-Family

Zoning History May, 1986 (Case No. RZ-86-34): A portion of the property (west of Norfolk Southern Railroad) was rezoned from R15 to CU-I3, but no specific development has been approved for the property.

Legal Description

The properties of Osott, LLC & JB Davis & Sons Ventures, LLC, located on the East of I-73/74, north of Vision Dr. & south of 1595 Nottingham St., and east of 1595 & 1599 Nottingham St., opposite the Norfolk Southern Railroad. These properties are identified by Randolph County Parcel ID #s7752655565, 7752547146, 7752640158 & total approximately 62.23 acres +/-. **Legal notices were mailed to adjoining property owners on Thursday, June 27, 2019.**

Analysis

1. A portion of the property is inside the city limits (Parcel Identification #7752655565 east of Norfolk Southern Railroad). The remaining property is within the City extraterritorial zoning jurisdiction (ETJ), but is outside the city limits.
2. Vision Dr. is a state-maintained boulevard with fully controlled access in this location. Nottingham St. is a state-maintained road. The property also has frontage along I-73/I-74, an interstate highway.
3. The portion of the property (49.2 acres +/- of 62.34 acres +/- total) west of the Norfolk Southern Railroad is zoned CU-I3 Conditional Use General Industrial and is designated as an Employment Center by the Land Development Plan (LDP). The remainder of the property is zoned RA6 (High-Density Residential) and R15 (Low-Density Single-Family Residential) and is designated for Urban Residential use.
4. The LDP Growth Strategy Map designates the property west of the railroad as an Economic Development area and property east of the railroad as a Primary Growth Area.
5. The I2 description in the zoning ordinance states the intent of the district "is to produce areas for intensive manufacturing, warehousing, processing and assembly uses, controlled by performance standards to limit the effect of such uses on adjacent districts." In the requested CU-I2 district, City Council must approve all proposed development.
6. A portion of the property is located within the Watershed Balance area, which restricts the coverage of impervious surfaces (i.e. buildings, parking) for non-residential uses to 12 percent of a property's land area, unless City Council approves a Special Intensity Allocation (SNIA). A SNIA may allow up to 70 percent impervious coverage on a zoning lot. Along with a Conditional Use Permit (CUP) for an Industrial Development with Multiple Uses and Structures, the applicant's CUP request includes a request for a SNIA.
7. A small portion of the property closest to Vision Drive is located in a Special Hazard Flood Area.

Rezoning Staff Report

Consistency with the 2020 LDP Growth Strategy designations

In reviewing this request, careful consideration is given to each Goal and Policy as outlined in the Land Development Plan. Some Goals and Policies will either support or will not support the request, while others will be neutral or will not apply. Only those Goals and Policies that support or do not support the request will be shown.

Proposed Land Use Map Designation	Employment Center/Urban Residential
Small Area Plan	Northeast
Growth Strategy Map Designation	Economic Development/Primary Growth

LDP Goals/Policies Which Support Request

Checklist Item 1: Complies with LDP proposed land use map (portion)

Checklist Item 3: The property on which the rezoning district is proposed fits the description of the Zoning Ordinance. *(Article 200, Section 210, Schedule of Statements of Intent*)

Checklist Item 5: Complies with Growth Strategy Map

Checklist Item 7: The proposed rezoning is compatible with the applicable Small Area Plan

Checklist Item 10: Rezoning is consistent with Land Category Descriptions

LDP Goals/Policies Which Do Not Support Request

Checklist Item 1: Does not comply with LDP proposed land use map (portion)

Checklist Items 12-14: 12.) Property is located within watershed 13.) Property is located within Special Hazard Flood Area. 14.) Property is located on steep slopes of greater than 20%.

Policy 2.1.5: The City will ensure development regulations provide appropriate transitional land uses, such as office & institutional, between high-intensity industrial/commercial and low-intensity residential uses.

Staff's Final Analysis Concerning Consistency with Adopted Comprehensive Plans, Reasonableness and Public Interest

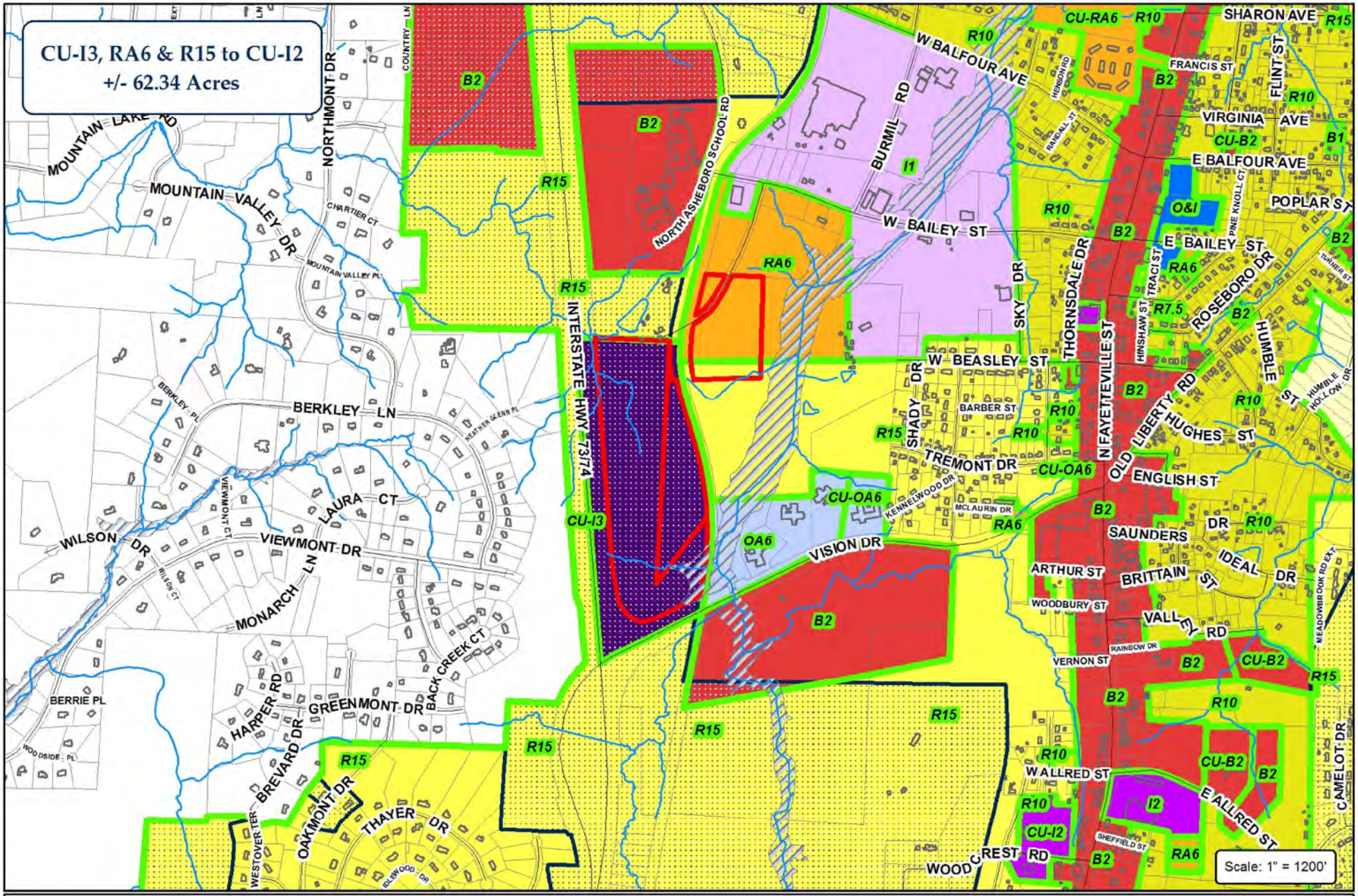
This Land Development plan designates the majority of this property as an Employment Center, due to its location on a major transportation corridor. In addition to the property's location adjacent to an Interstate interchange, the property also adjoins the Norfolk Southern Railroad. The Northeast Small Area plan also cites having an employment center at the interchange of I-73/I-74 and Vision Dr. as a key issue.

As described by the LDP, industrial uses are an integral component of an Employment Center, along with other non-residential uses. The subject property is situated among commercial & office/institutional land uses and zoning that exist in this area along Vision Drive. Additionally, the majority of the property currently has an industrial zoning designation.

Although the property is adjacent to residential uses, close to two public schools, and has some environmental challenges, including portions of the property being located within watershed and flood hazard area, the Conditional Use permitting process supplements general zoning ordinance requirements and offers an opportunity for closer review and public input concerning specific uses, site design, and access.

Considering these factors, staff believes that the proposed zoning map amendment is reasonable and in the public interest

Recommendation In light of the above analysis, staff's recommendation is to approve the CU-I2 district request.

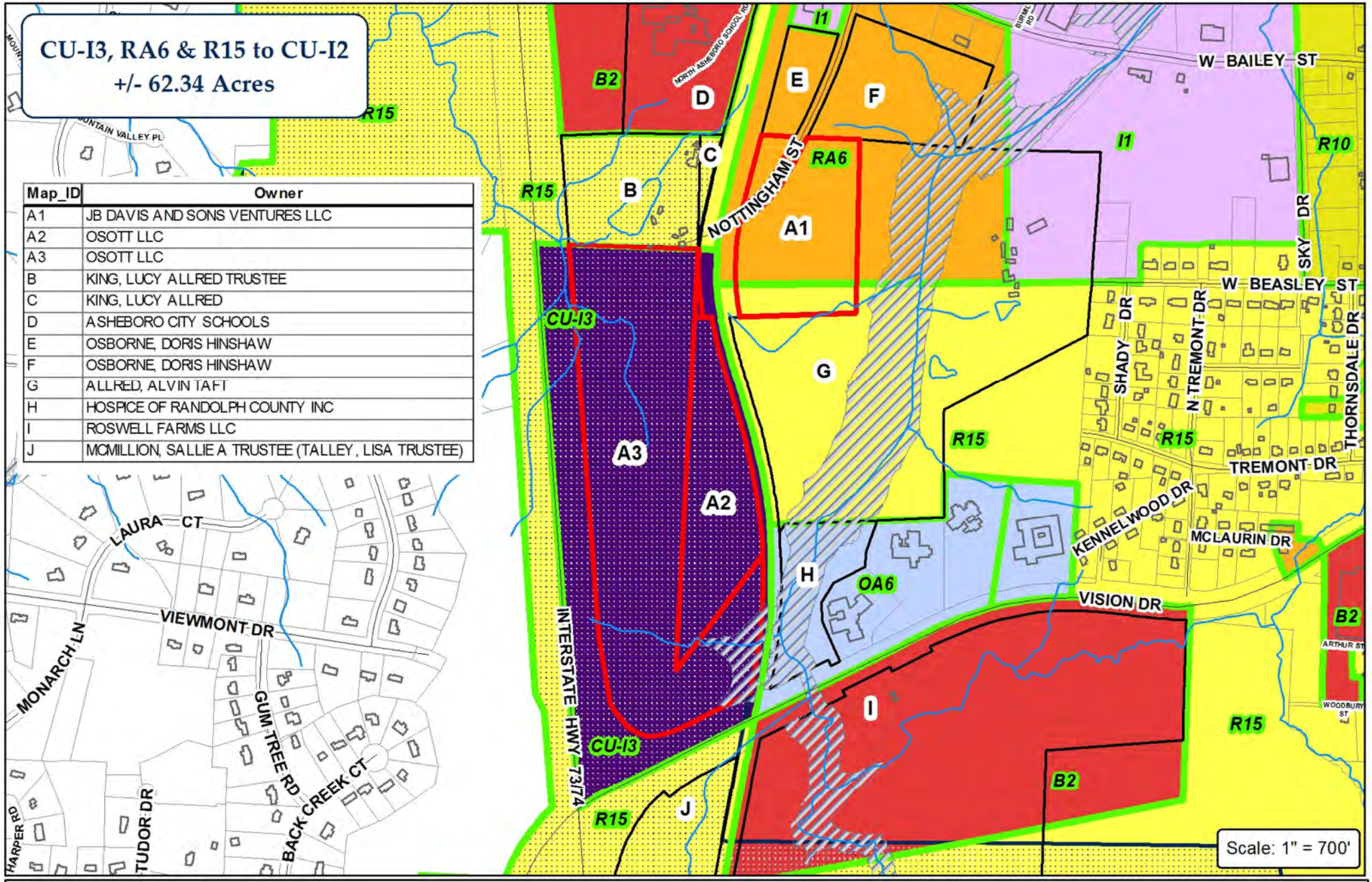


City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-09
Conditional Use Permit: CUP-19-09
Parcel: 7752655565, 7752547146 & 7752640158

ETJ

Subject Property
Zoning



CITY OF ASHEBORO
NORTH CAROLINA
Everything where you want to be.

ETJ

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-09

Conditional Use Permit: CUP-19-09

Parcel: 7752655565, 7752547146 & 7752640158

Subject Property
Adjoining Properties
Zoning

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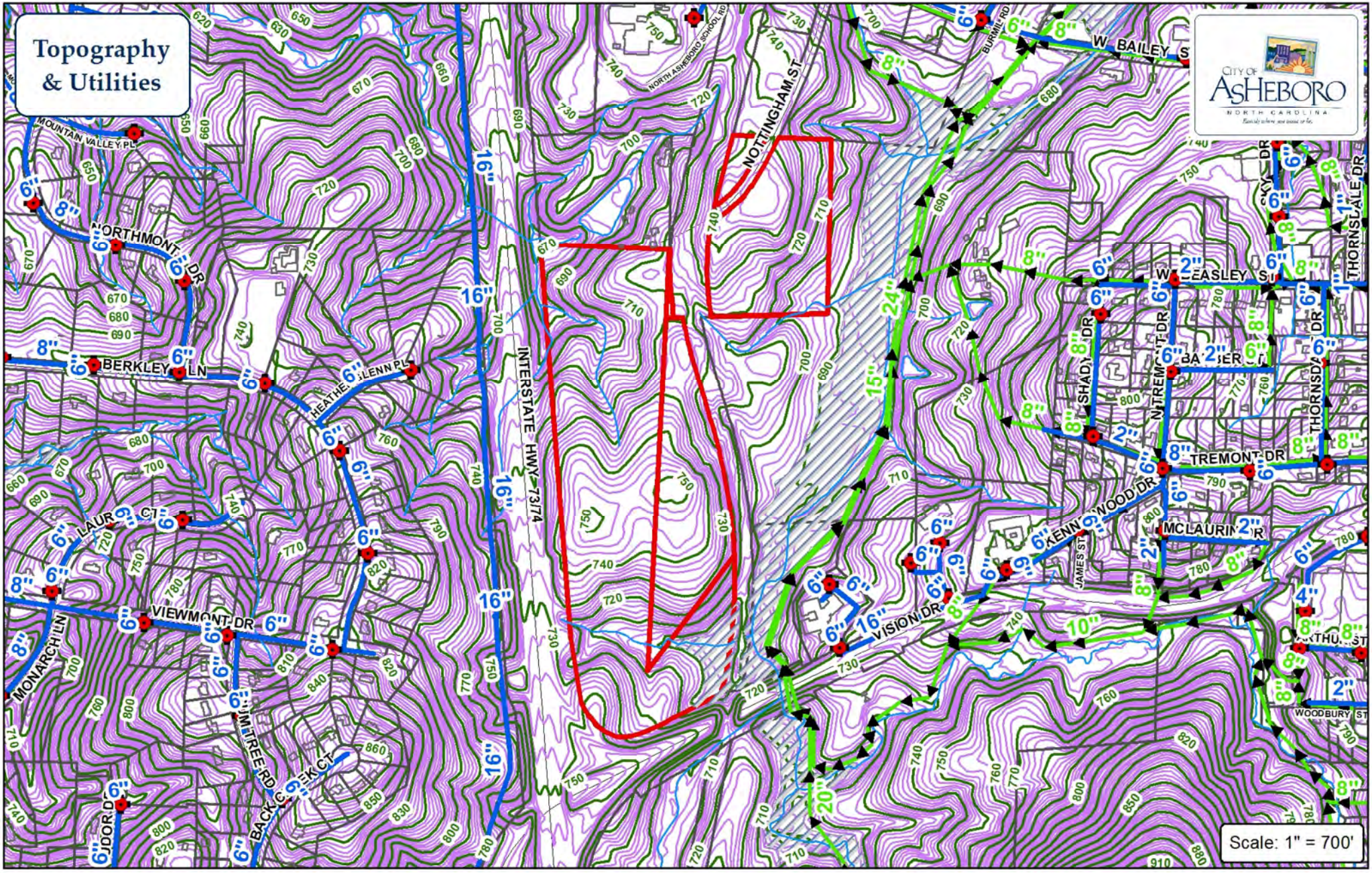


Water Main

Sewer Main

Force Main

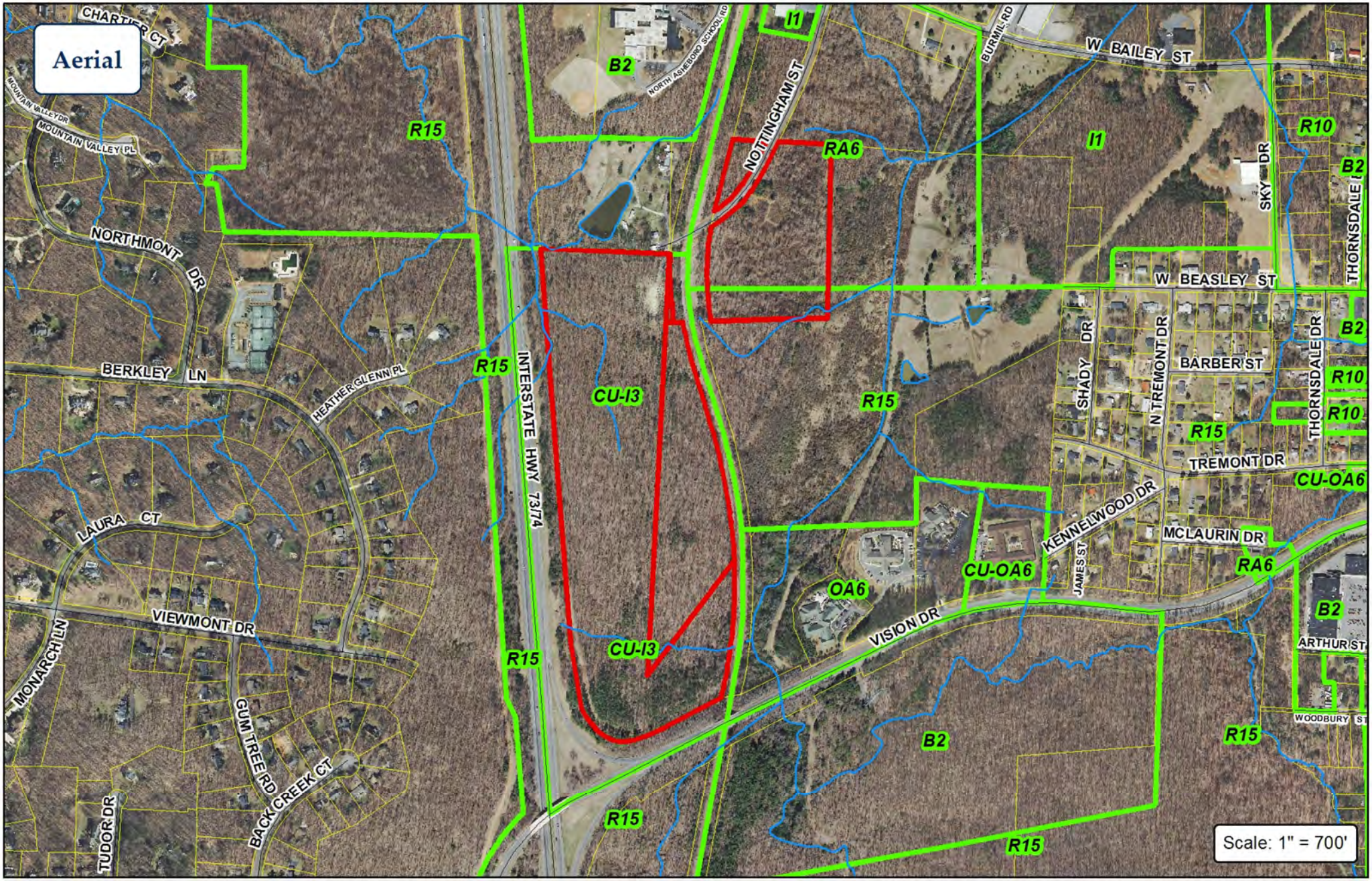
Fire Hydrant

PS Pump Station

City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-19-09
Conditional Use Permit: CUP-19-09
Parcel: 7752655565, 7752547146 & 7752640158

Subject Property

N W E S



CITY OF ASHEBORO
NORTH CAROLINA
Exactly where you want to be.

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-09
Conditional Use Permit: CUP-19-09

Parcel: 7752655565, 7752547146 & 7752640158

Subject Property
Zoning

N
W
E
S

Conditional Use Permit Staff Report

CUP Case No. CUP-19-09 8/8/19 City Council

General Information

Name Osott, LLC (c/o John Thompson, JB Davis, & Jerry Holder)

Address 130 Wright Way
Troy NC 27203

Phone 910-220-1052

Pin # 7752655565, 7752547146, 7752640158

Location north side of Vision Drive/Nottingham Drive

RequestedAction: Conditional Use Permits for Industrial Development with Multiple Use/Structures & SNIA Watershed Allocation

Existing Zone CU-I3 **Existing Land Use** Undeveloped

Size 62.34 acres +/-

Applicant's Reason as stated on application

Multi-use industrial development

Surrounding Land Use

North Single-family/Schools/Undeveloped **East** Railroad/Single-Family

South Undeveloped property **West** I-73/I-74/Single-Family

Zoning History May, 1986 (Case No. RZ-86-34): A portion of the property (west of Norfolk Southern Railroad) was rezoned from R15 to CU-I3, but no specific development has been approved for the property.

Growth Strategy Map Economic Development/ Primary Growth **Proposed L D P Map** Employment Center/Urban Residential

Legal Description

The properties of Osott, LLC & JB Davis & Sons Ventures, LLC, located on the East of I-73/74, north of Vision Dr. & south of 1595 Nottingham St., and east of 1595 & 1599 Nottingham St., opposite Norfolk Southern Railroad. These properties are identified by Randolph County Parcel ID #s7752655565, 7752547146, 7752640158 & total 62.23 acres +/-. **Legal notices mailed to adjoining property owners: June 27, 2019**

Analysis

1. The request includes two components: Industrial Development with Multiple Uses and Structures and a Special Non-Residential Intensity Watershed Allocation (SNIA).
2. One entrance from Nottingham St., a state-maintained road, is proposed. Based on NCDOT feedback, access from Vision Dr. will not be permitted due to the section adjacent to the property being fully controlled. NCDOT will be responsible for Nottingham St. driveway permitting.
3. The project includes a potential rail spur. Norfolk Southern Railroad is responsible for reviewing and approving the final rail spur alignment and any improvements within the railroad right-of-way.
4. An industrial development with multiple uses and/or structures allows uses permitted in the underlying zoning district. However, review of the the Conditional Use Permit (CUP) request can allow use restrictions and the applicant has offered restrictions on certain uses.
5. The property is located within the balance of the Back Creek/Lake Lucas Watershed area. Permissible built upon area is capped at 12 percent of the land area unless a SNIA authorizing additional built-upon-area, up to 70%, is approved.
6. Ten percent of the watershed area may be designated as a Special Intensity Allocation area. Within the Back Creek/Lake Lucas Watershed balance area, 193.48 acres of special allocation area currently exists. If the requested SNIA is granted, this project would use 13.76 acres of the allocation area, reducing the available allocation area to 179.72 acres (179.27 acres if the SNIA under consideration with SUP-19-03 is granted).
7. Approval of a SNIA has no effect on general watershed development regulations intended to protect water quality.
8. This case is continued from the July 11, 2019 City Council meeting. Since that time, the applicant has amended the site plan to increase the buffer from 15 ft. to 50 ft. on the northern boundary adjacent to residentially zoned property. This includes 15 feet of existing natural vegetation and a 35' wide area with a planted double row of evergreen trees.

LDP Conformity Issues

Conditional Use Permit Staff Report

Staff Comments

Suggested Conditions

See attached **draft** conditions proposed by staff.

For Conditional Use Permit Hearings:
The following tests shall be found in favor of the applicant by the City Council.

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 an approved.
2. That the use meets all required conditions and specifications of the Asheboro Zoning Ordinance.
3. That the use will not substantially injure the value of adjoining or abuting property, or that the use is a public necessity,
4. That the location and character of the use if developed according to the plan as submitted and approved is 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.

If any Conditional Use Permit is discontinued for a period of 180 days; or the permit is not initiated within 180 days; or replaced by a use otherwise permitted in the zoning district, it shall be deemed abandoned and the Conditional Use Permit shall be null and void and of no effect.

310B.3 Back Creek Lake Watershed -- Balance of Watershed UT to Cedar Creek -- Balance of Watershed WS-II-BW
B. Density and Built-upon Limits:
...2. All other residential and nonresidential development shall not exceed twelve (12%) percent built-upon area on a project by project basis except that up to ten percent (10%) of the balance of the watershed may be developed for nonresidential uses to seventy percent (70%) built upon area on a project by project basis. For the purpose calculating built-upon area, total project area shall include total acreage in the tract on which the project is to be developed.

647 Watershed SNIA (12/02)
647.1 All applications for a SNIA shall include the following:
a. Projects must minimize built upon surface area.
b. Projects must direct stormwater away from surface waters.
c. Projects must incorporate Best Management Practices to minimize quality impacts.
d. Projects must be connected to City of Asheboro water and sewer.
e. Projects must provide a positive economic benefit to the community.

(A) The use approved shall be an "Industrial Development with Multiple Uses and/or Structures", excluding the uses below:

(i) Any type of Adult Establishment; (ii) Amusement Parks; (iii) Brew Pubs; (iv) Bus terminal; (v) Cemetery (human or pet); (vi) Child Care Center; (vii) Circus, fair, or carnival; (viii) Correctional facilities; (ix) Farmer's Market'; (x) Flea Market; (xi) Government land reserve; (xii) Junkyards; (xiii) Kennels; (xiv) Landfills; (xv) Liquor store; (xvi) Lumberyard; (xvii) Mini Warehouse; (xviii) Mobile home sales; (xix) Sludge applications; (xx) Storage of hazardous wastes; (xxi) Vehicle Towing Operation and/or Storage Facility (xxii) Any use prohibited by Watershed Protection Regulations, Article 300B.

(B) As allowed by the zoning ordinance, existing vegetation may be preserved to count towards buffer and landscaping shown on the site plan.

(C) Should the number of parking spaces required to serve the proposed development be determined to be more or less than the amount of parking shown on the site plan, a change to the amount of parking shall not be considered a modification of the project requiring Council approval. The applicant shall submit a revised site plan for review by city staff for inclusion into the file.

(D) Actions identified in Article 1000, Section 1013.5.B (1) and (2) related to the size of the proposed structure(s) shall be considered minor changes and not permit modifications requiring Council review.

(E) Consistent with Section 1013.5, proposed conversion of any drive(s) within the zoning lot, and/or leading to the zoning lot from existing public right-of-way(s), to a publicly maintained street shall not be deemed a modification of the Conditional Use Permit, subject to zoning ordinance and subdivision ordinance requirements and applicable processes.

(F) Prior to the storage of any hazardous material, a spill prevention, containment, and control plan (SPCC) prepared by a professional competent in SPCC. Any SPCC-required spill containment structures must be designed by a North Carolina registered professional engineer or architect.

(G) A stormwater management plan identifying details of the stormwater BMP to be utilized shall be submitted prior to any zoning compliance permit authorizing built-upon area to exceed 12% of the watershed balance area on the zoning lot. Prior to the issuance of a certificate of zoning compliance, certification from a professional engineer stating that the stormwater BMP has been installed as designed shall be provided. Any open water retention or drainage areas shall be sprayed regularly for mosquito control. The continued maintenance of all runoff control measures shall be the responsibility of the property owner.

(H) All land uses shall continually remain in good standing with NC Department of Environmental Quality and/or other regulatory entities charged with enforcing air quality requirements. As a point of illustration and not limitation, this shall mean that the land use remains free of any notice of violation and/or of non-compliance from NCDEQ.

(I) Prior to the issuance of a zoning compliance permit for the construction of any phase of the development, the applicant shall:

(i) Provide evidence of NCDOT approval;

(ii) Provide evidence of approval by Norfolk Southern Railroad for all proposed improvements to be located within area controlled by the railroad;

(iii) Provide evidence of compliance with the city code and polices for and water and sewer extensions and connections, including annexation and the surveying of necessary easements for any lines required to be publicly maintained;

(iv) Submit a revised site plan to city staff to accurately reflect zoning classification of Tract 3 (Parcel Identification Number 7752655565).

(v) Provide NC Department of Environmental Quality erosion control permit when required.

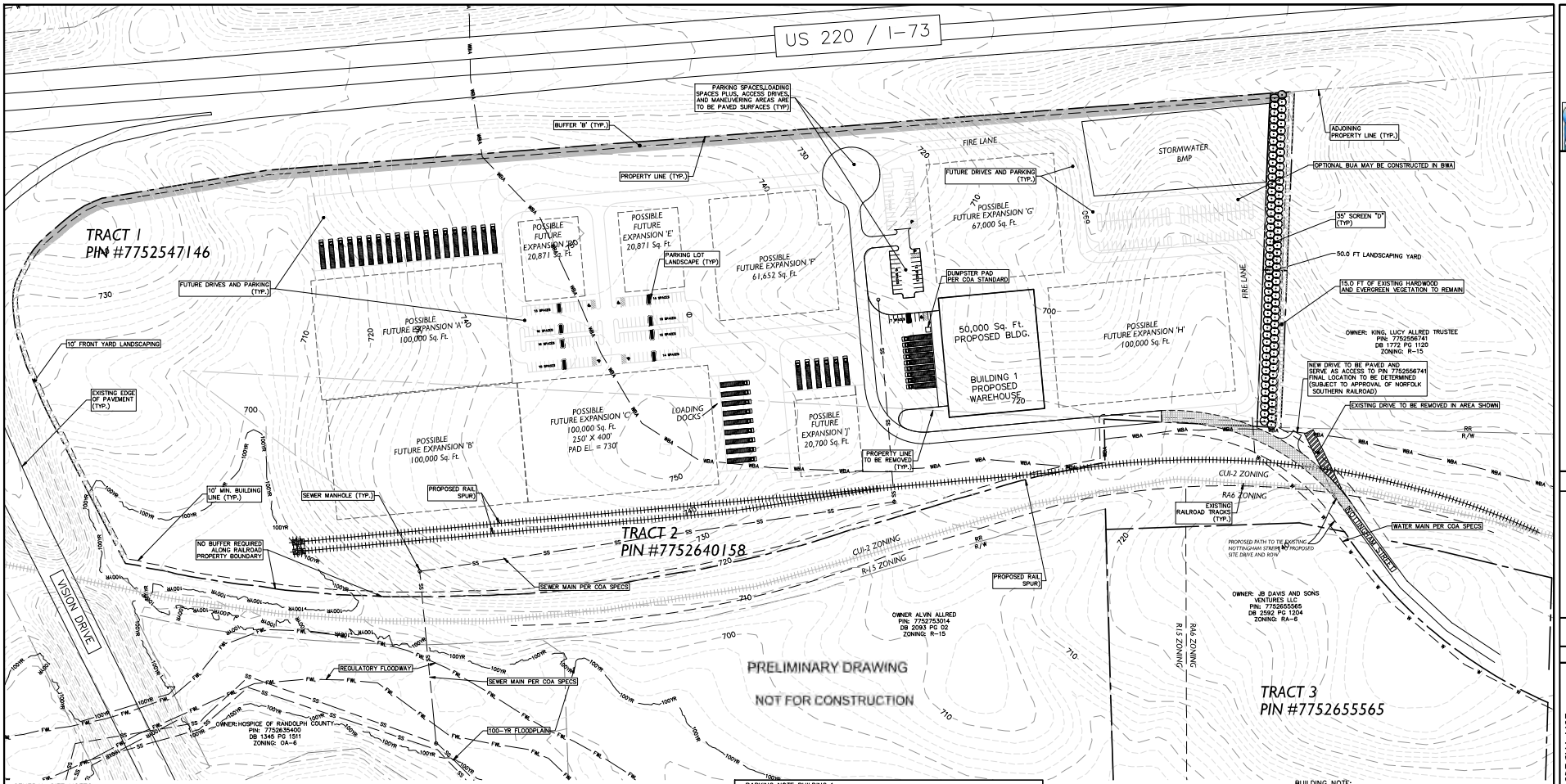
(vi) Properly execute, and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Conditional Use Permit in the chain of title for the Zoning Lot.

(J) Prior to issuance of a zoning compliance permit for future phases of the development, the following information shall be provided:

(i) Additional lighting detail showing compliance with Performance Standards for Industrial District Section 316A;

(ii) Information showing compliance with Section 307A (Central Solid Waste Storage Area), as needed, for future phases of the development;

(iii) Building elevation details compliant with Article 300A, Section 316A.



GENERAL SITE NOTES:
1. PARCEL BOUNDARY INFORMATION OBTAINED FROM RANDOLPH COUNTY GIS
2. TOPOGRAPHIC DATA PER NC ONE MAP CONTOURS.
3. EXISTING ROADWAYS AND TREELINES HAVE BEEN ESTIMATED PER AERIAL IMAGERY.
4. OWNER: OSOTT LLC
5. OWNER ADDRESS: 130 WRIGHT WAY TROY, NC 27371
6. PIN'S: 7752547146/7752640158/7752655565
7. DEED BOOK/PAGE: 2637/0220
8. CURRENT ZONING: CUI-3, RA6 & R15 ENTIRE SITE TO BE REZONED TO CUI-2 ZONING
9. SETBACKS: FRONT= 10 FT / SIDE= 10 FT / REAR= 10 FT
10. MAX BUILDING HEIGHT= 45 FT
11. EXISTING LAND USE: VACANT
12. PROPOSED LAND USE: INDUSTRIAL COMPLEX WITH MULTIPLE USES AND STRUCTURES
13. SHOULD EXISTING CONDITIONS DIFFER FROM WHAT IS SHOWN ON THESE PLANS, CONTACT ENGINEER IMMEDIATELY. ADDITIONAL WORK PERFORMED WITHOUT OWNERS, ENGINEERS, & ARCHITECTS KNOWLEDGE & APPROVAL WILL BE DEEMED INCIDENTAL WORK WITH NO EXTRA PAYMENTS MADE.
14. LANDSCAPE REQUIREMENTS PER CITY STANDARDS.

LIGHTING NOTE:
ALL NEW SITE AND PARKING LIGHTING TO CONFORM TO SECTION 316A OF THE CITY OF ASHEBORO ORDINANCE

PARKING NOTE:
171 SPACES REQUIRED
171 SPACES PROVIDED

6 HANDICAP SPACES REQUIRED
(7) HANDICAP SPACES PROVIDED
(ALL VAN ACCESSIBLE)

CONDITIONS OF REZONING:
THE REZONING OF THE PROPERTIES IN QUESTION WILL HAVE THE CONDITION THAT THE FOLLOWING USES MAY BE RESTRICTED BY THE CITY OF ASHEBORO:
- ANY TYPE OF ADULT ESTABLISHMENT
- AMUSEMENT PARKS
- BREW PUBS
- BUS TERMINAL
- CEMETARY (HUMAN OR ANIMAL)
- CHILD CARE CENTER
- CIRCUS, FAIR, OR CARNIVAL
- CORRECTIONAL FACILITIES
- FARMER'S MARKET
- GOVERNMENT LAND RESERVE
- JUNKYARDS
- KENNELS
- LANDFILLS
- LIQUOR STORE
- MOBILE HOME SALES
- SLUDGE APPLICATIONS
- STORAGE OF HAZARDOUS WASTES
- FLEA MARKET
- LUMBERYARD
- MINI WAREHOUSE
- VEHICLE TOWING OPERATION /VEHICLE STORAGE FACITY
- ANY USE PROHIBITED BY THE WATERSHED PROTECTION REGULATIONS, ARTICLE 300B

LANDSCAPE NOTE:

EXISTING VEGETATION TO COUNT TOWARDS REQUIREMENTS FOR ALL PROPOSED BUFFERS AND PLANTING YARDS

FRONT YARD LANDSCAPING (VISION DRIVE)
REQ'D- ONE TREE PER 20 LF OF STREET FRONTAGE 700 LF/20=350 TREES
ONE FLOWERING TREE PER 20 LF REQ'D
1 EVERGREEN SHRUB PER TEN LF 700 LF/10=70 SHRUBS

8.1 SQ. FT. OF LANDSCAPE REQUIRED PER PARKING SPACE (162 SQ FT MIN AREA REQ'D/ 9 FT MIN WIDTH PER PARKING LOT LANDSCAPE AREA WITH 1 CANOPY TREE AND GROUND COVER OR MULCH)
167x8.1= 1353 SF REQ'D 1353/162= (9) LANDSCAPE ISLANDS REQ'D. (9) PROVIDED

BUFFER 'B' MINIMUM 20 FEET WIDE STRIP WITH 2 CANOPY TREES, 4 UNDERSTORY TREES , AND 8 SHRUBS PER 100 LF

SCREEN 'D' 35 FOOT MINIMUM SCREENING YARD, TWO STAGGERED ROWS OF EVERGREEN TREES, WHICH ARE NO LESS THAN 6 FEET IN HEIGHT AT TIME OF PLANTING AND ARE SPACED NO MORE THAN 15 FEET APART ON CENTER WHICH AT MATURITY WILL FORM A VISUAL BARRIER FROM ABOVE THE OPAQUE SCREEN TO A HEIGHT OF TWENTY FEET.

PROPOSED PLANT LIST

	COMMON NAME	BOTANICAL NAME	QUANTITY
⊙	LEYLAND CYPRESS	CUPRESSUS X LEYLANDII	92

APPROVED ALTERNATIVE PLANT LIST

	COMMON NAME	BOTANICAL NAME
–	RED CEDAR	JUNIPERUS VIRGINIANA
–	CRYPTOMERIA	CUPRESSACEAE
–	CAROLINA HEMLOCK	TSUGA CAROLINIANA
–	DEODAR CEDAR	CEDRUS DEODARA

PARKING NOTE BUILDING 1:
-0.6 PER EMPLOYEE PER LARGEST SHIFT. 0.6x20=(12) SPACES
-VEHICLES USED IN CONDUCT TO MANUFACTURING (1) SPACE
-TOTAL SPACES REQUIRED FOR PROPOSED BUILDING 12+1=(13) SPACES REQ'D

PARKING NOTE EXPANSION 'A':
-0.6 PER EMPLOYEE PER LARGEST SHIFT. 0.6x40=(24) SPACES
-VEHICLES USED IN CONDUCT TO MANUFACTURING (1) SPACE
-TOTAL SPACES REQUIRED FOR PROPOSED BUILDING 24+1=(25) SPACES REQ'D

PARKING NOTE EXPANSION 'B':
-0.6 PER EMPLOYEE PER LARGEST SHIFT. 0.6x40=(24) SPACES
-VEHICLES USED IN CONDUCT TO MANUFACTURING (1) SPACE
-TOTAL SPACES REQUIRED FOR PROPOSED BUILDING 24+1=(25) SPACES REQ'D

PARKING NOTE EXPANSION 'C':
-0.6 PER EMPLOYEE PER LARGEST SHIFT. 0.6x40=(24) SPACES
-VEHICLES USED IN CONDUCT TO MANUFACTURING (1) SPACE
-TOTAL SPACES REQUIRED FOR PROPOSED BUILDING 24+1=(25) SPACES REQ'D

PARKING NOTE EXPANSION 'D'&'E':
-0.6 PER EMPLOYEE PER LARGEST SHIFT. 0.6x10=(6) SPACES
-VEHICLES USED IN CONDUCT TO MANUFACTURING (1) SPACE
-TOTAL SPACES REQUIRED FOR PROPOSED BUILDING 6+1=(7)(2)=14 SPACES REQ'D

PARKING NOTE EXPANSION 'F':
-0.6 PER EMPLOYEE PER LARGEST SHIFT. 0.6x30=(18) SPACES
-VEHICLES USED IN CONDUCT TO MANUFACTURING (1) SPACE
-TOTAL SPACES REQUIRED FOR PROPOSED BUILDING 18+1=(19) SPACES REQ'D

PARKING NOTE EXPANSION 'G':
-0.6 PER EMPLOYEE PER LARGEST SHIFT. 0.6x30=(18) SPACES
-VEHICLES USED IN CONDUCT TO MANUFACTURING (1) SPACE
-TOTAL SPACES REQUIRED FOR PROPOSED BUILDING 18+1=(19) SPACES REQ'D

PARKING NOTE EXPANSION 'H':
-0.6 PER EMPLOYEE PER LARGEST SHIFT. 0.6x40=(24) SPACES
-VEHICLES USED IN CONDUCT TO MANUFACTURING (1) SPACE
-TOTAL SPACES REQUIRED FOR PROPOSED BUILDING 24+1=(25) SPACES REQ'D

PARKING NOTE EXPANSION 'J':
-0.6 PER EMPLOYEE PER LARGEST SHIFT. 0.6x10=(6) SPACES
-VEHICLES USED IN CONDUCT TO MANUFACTURING (1) SPACE
-TOTAL SPACES REQUIRED FOR PROPOSED BUILDING 6+1=(7) SPACES REQ'D

-TOTAL SPACES REQUIRED 171 TOTAL REQ'D

EXISTING SITE AREAS:

WOODS & GRASS: 2,136,130 S.F. (49.04 AC)

TOTAL AREA: 2,136,130 S.F. (49.04 AC)

PROPOSED SITE AREAS:

BALANCED WATERSHED AREA:
TOTAL AREA IN BWA: 1,033,700 S.F. (23.73 AC)
ALLOWABLE IMPERVIOUS 70%: 723,590 S.F. (16.61 AC)
PROPOSED IMPERVIOUS: 56.8% 587,466 S.F. (13.49 AC)
OPTIONAL BUA: 13.2%(MAX) ±37,790 S.F. (0.87 AC)
BMP WILL BE SIZED TO TREAT 70% BUILT UPON AREA

GENERAL WATERSHED AREA:
TOTAL AREA IN GWA: 1,102,429 S.F. (25.31 AC)
ALLOWABLE IMPERVIOUS 100%: 1,102,429 S.F. (25.31 AC)
PROPOSED IMPERVIOUS:

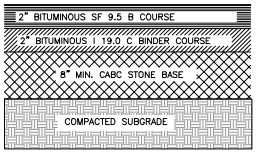
NORTH
GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

BUILDING NOTE:
BUILDING LAYOUT AND DIMENSIONS ARE APPROXIMATE. FINAL BUILDING SIZE AND LAYOUT MAY BE ADJUSTED PENDING SPECIFIC USERS NEED. ALL CITY OF ASHEBORO REQUIREMENTS WILL BE MET.

NCDOT NOTE:
NCDOT DRIVEWAY PERMIT REQUIRED.
ROAD TO BE NCDOT STANDARD PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR BUILDING 1

MECHANICAL NOTE:
ROOFTOP UNITS PROPOSED ON ALL FUTURE EXPANSIONS.
ALL UNITS TO BE SCREENED FROM RIGHT OF WAY PER CITY OF ASHEBORO ORDINANCE. MANUFACTURING AND PROCESSING FACILITIES EXCLUDED FROM THIS REQUIREMENT

PAVING NOTE:
ALL PROPOSED PAVING TO BE HEAVY DUTY ASPHALT OR CONCRETE PAVING
EACH PHASE TO BE ENGINEERED AND CONSTRUCTED TO MEET THE NEEDS OF FUTURE DEVELOPMENTS.



HEAVY DUTY ASPHALT PAVEMENT SECTION
NOT TO SCALE

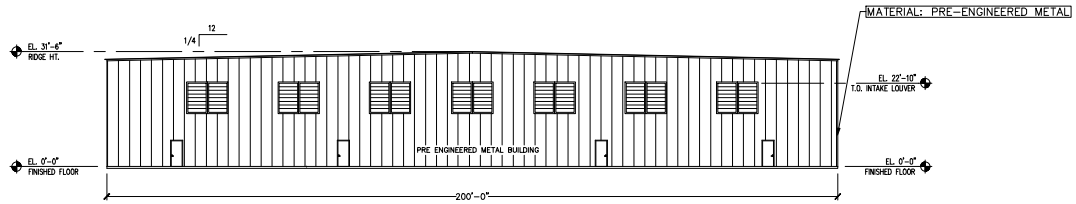
Summey Engineering Associates, PLLC
Engineering - Land Planning - Consulting
PO Box 968
Asheboro, NC 27204
Phone: 336-324-0902 Fax: 336-324-0922
E-mail: info@summeyengineering.com
NC Professional Engineering Firm License No. P-2342

No.	Date:	Description:	By:
1	06-26-19	PER CITY OF ASHEBORO COMMENTS	ZMG
2	07-24-19	PER CITY OF ASHEBORO COMMENTS	ZMG

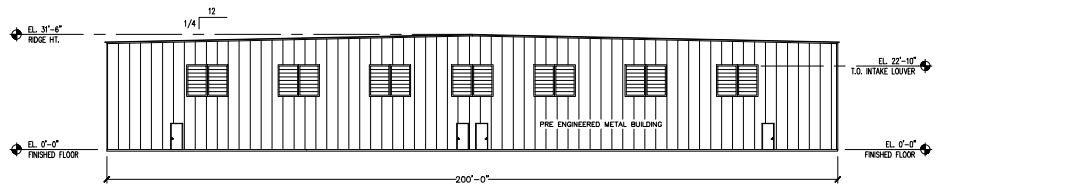
CONDITIONAL USE / SPECIAL USE
PRELIMINARY SITE PLAN
OSOTT, LLC
VISION DRIVE
RANDOLPH COUNTY · ASHEBORO · NORTH CAROLINA

Scale:	AS NOTED
Date:	MAR. 2019
Drawn By:	ZMG
Checked By:	WHS
Job No.:	E-6599

Sheet No.
C-3

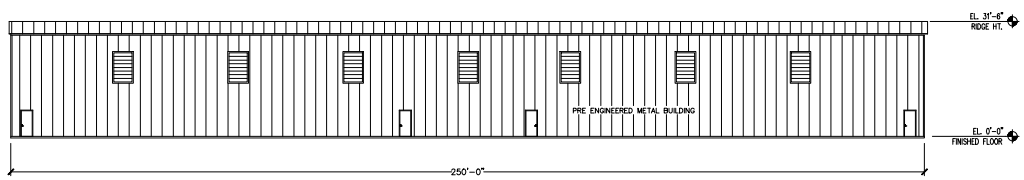


1 A-1 EAST EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"

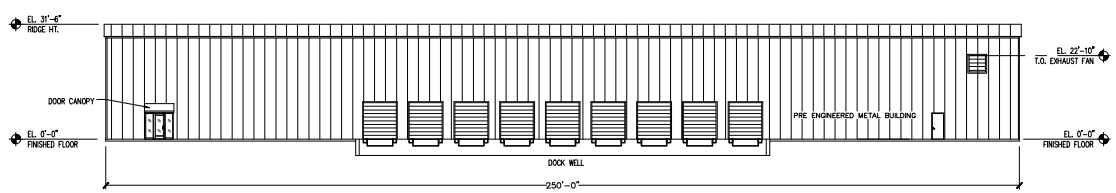


2 A-1 WEST EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"

PRELIMINARY DRAWING
NOT FOR CONSTRUCTION



3 A-1 NORTH EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"



4 A-1 SOUTH EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"

Summey Engineering Associates, PLLC
Engineering - Land Planning - Consulting
PO Box 968
Asheboro, NC 27204
Phone: 336-328-0922 Fax: 336-328-0922
E-mail - mack@summeyengineering.com
NC Professional Engineering Firm License No. P-0336

No.	Date:	Description:	By:

CONDITIONAL USE / SPECIAL USE
BUILDING ELEVATIONS
OSOTT, LLC
VISION DRIVE
RANDOLPH COUNTY - ASHEBORO - NORTH CAROLINA

Scale:	1" = 1'-0"
Date:	JUNE, 2019
Drawn By:	PBC
Checked By:	HNSJ
Job No.:	E-5539

Sheet No. A-1 of 1

P:\E-5539 OSOTT\DWG\Building E-5539 BUILDING.dwg, 7/24/2019 3:27:16 PM, DWG To PDF.pc3

NOTICE OF A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF ASHEBORO

MEETING DATE:	**TUESDAY, JULY 9, 2019**
MEETING TIME:	**7:00 PM**
LOCATION:	**RANDOLPH COUNTY EMERGENCY SERVICES BUILDING, 760 NEW CENTURY DRIVE, ASHEBORO, NORTH CAROLINA 27205**

At 7:00 p.m. on Tuesday, July 9, 2019, the City Council of the City of Asheboro will convene for a special meeting in the conference room of the Randolph County Emergency Services Building, 760 New Century Drive, Asheboro, North Carolina 27205. This special meeting will be held as a joint meeting with the Randolph County Board of Commissioners.

This special joint meeting has been called for the purpose of discussing competitive healthcare activities by or on behalf of Randolph Health. The only agenda items planned for the meeting's open session are the convening of the special joint meeting, action on motions for each governing board to go into closed session, and the adjournment of the meeting.

The discussion concerning Randolph Health and competitive healthcare activities will be conducted in closed session. No final action is anticipated at this meeting.

This special meeting notice is issued on the 3rd day of July, 2019.

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

# # # # # # # # #

Special Joint Meeting
Asheboro City Council
Randolph County Board of Commissioners
Tuesday, July 9, 2019 7:00 p.m.
Randolph County Emergency Services Building
760 New Century Drive, Asheboro, North Carolina

This being the time and place for a special meeting of the Asheboro City Council with the Randolph County Board of Commissioners, a meeting was held with the following elected city 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
Deborah P. Reaves, Finance Director
Jeffrey C. Sugg, City Attorney
Tammy M. Williams, Deputy City Clerk

In addition to the above-listed elected officials and staff members from the City of Asheboro, the following members of the Randolph County Board of Commissioners were present: Chairman Darrell Frye, Vice-Chairman David Allen, Commissioner Hope Haywood, Commissioner Kenny Kidd, and Commissioner Maxton McDowell. The following county staff members were also present: Hal Johnson, County Manager; Dana Crisco, Clerk to the Board; Donovan Davis, Chief of Randolph County Emergency Services; Will Massie, Assistant County Manager/Finance Officer; and Aimee Scotton, Associate County Attorney.

A quorum of the city council thus being present, Mayor Smith called the city council meeting to order at 7:09 p.m. for the transaction of business, and business was transacted as follows.

1. Motion to go into closed session.

Mayor Smith entertained a motion to go into closed session pursuant to Section 143-318.11(a)(1) of the North Carolina General Statutes for the purpose of discussing competitive healthcare activities by or on behalf of Randolph Health, which discussion is privileged and confidential pursuant to Section 131E-97.3 of the North Carolina General Statutes.

The requested motion was made by Council Member Moffitt and seconded by Council Member Bell. The council members then voted unanimously to approve the motion and went into closed session. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion.

[The minutes and general account of the closed session have been prepared and approved as a separate document.]

2. Return to open session.

After returning to open session, Council Member Bell moved to adjourn the meeting, and Council Member Swiers seconded the motion. The council members voted unanimously to adopt the motion. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. The meeting adjourned at 9:01 p.m.

Tammy M. Williams, Deputy City Clerk

David H. Smith, Mayor

Dave to PW 2019
PW'd 7-8-2019

CITY OF ASHEBORO NORTH CAROLINA

Fall Festival

APPLICATION FOR PARADE PERMIT

In accordance with the Asheboro City Code, Section 97.04, application is hereby made for a parade permit. This permit must be received fourteen (14) days prior to the day of the parade.

Contact Name: Kathi Davis / Reggie Scott

Address: 123 Sunset Ave

Phone: 336.629.0399 E-mail: kdavis@randolphartsguild.com rscott@randolphartsguild.com

Organization: Randolph Arts Guild

Address: 123 Sunset Ave Asheboro, NC 27203

Phone: 336.629.0399

Date of Parade: Oct 5 & 6th, 2019 Start Time: Oct 5 12:00am End Time: Oct 6 8:00pm

Number of Persons: 2000+ Number of Vehicles: n/a

Streets Involved: Fayetteville, Sunset, Worth

Special officials and/or guests: N/a

Insurance Company & Policy Number: Insurance Assoc of the Triad see attachment

Any additional Information: * would like to start set up at Kathi's cell #404-444-8602 6pm on Fri Oct. 4th

The undersigned agrees to hold the City of Asheboro and its officers, employees and agents free and harmless from and against any and all claims, losses, damages and settlements arising out of or relating to this parade. The undersigned agrees to investigate and provide defense for and defend any such claims at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless or false.

Signature of Authorized Representative: [signature]

Internal Use Only

Police Department Recommendation: [signature]

City of Asheboro Approval By: [signature] Date: 7/3/2019

Talked to Dana Abt # @ Fall Festival

2019 Sunset, Fayetteville, Worth

Fall Festival Road Closure Map

ORDINANCE TO AMEND
THE GENERAL FUND
FY 2019-2020

WHEREAS, The City of Asheboro has drug forfeiture assets available for use to purchase certain equipment that are not incorporated in the annually adopted police department budget, and;

WHEREAS, the police department has identified the need and value of the following equipment to aid in their efforts to protect citizens and apprehend and prosecute criminals: a tactical response van, a tactical utility task vehicle, a blackout trailer, 50 armor plate ballistic vests, and a license plate hunter, a speed trailer / license plate reader, a new video /audio recording system to replace the current one that is breaking down, a thermal weapon scope, a SWAT robot and a drone, and;

WHEREAS, the total cost of this equipment is estimated at $275,000, and;

WHEREAS, the Environmental Services Department has identified a need to purchase a Knuckle Boom truck to replace one that has broken down and is not able to be repaired, and;

WHEREAS, the cost of this equipment is estimated at $154,000, and;

WHEREAS, the City of Asheboro wishes to provide some financial support for programs for the Mayor's Committee on Disabled Persons and expects personal / corporate donations to the City to offset the cost, and;

WHEREAS, the City wishes to establish a budget of $5000 for these programs / activities, and;

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:

Account #	Expense Description	Increase/ Decrease
10-335-1200	Miscellaneous Revenue- Contributions	$5,000
10-399-0000	Fund Balance Appropriation	$154,000
10-350-0200	US Justice Funds	$222,000
10-350-0100	US Treasury Funds	53,000
		$434,000

ORDINANCE TO AMEND
THE GENERAL FUND
FY 2019-2020

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

Account #	Expense Description	Increase/ Decrease
10-620-1205	Mayor's Committee on Disabled Persons	$5,000
10-580-7400	Capital Outlay	$154,000
10-510-7400	Capital Outlay	$252,263
10-510-3601	Uniform/ Accessories- Bullet Proof Vests	22,737
		$434,000

Adopted this 8th day of August, 2019

_____
David H. Smith, Mayor

ATTEST:

_____
Holly H. Doerr, CMC, NCCMC, City Clerk

SUP-19-03

2971 Taylor Drive

Special Use Permit for a Special Non-Residential Watershed Intensity Allocation (SNIA)

Staff Report

SPECIAL USE PERMIT STAFF REPORT

SUP Case No. **SUP-19-03** **8/8/2019**

General Information

Applicant Mr. J. Graylen Cranford; Taylor Trogdon (agent); and Ben C. Morgan (Attorney At Law)

Address 2971 Taylor Dr.

City Asheboro NC 27203

Phone 336-495-7070

Location 2971 Taylor Drive

Requested Action Special Use Permit for Special Non-Residential Intensity Allocation in Watershed Balance Area

Existing Zone I2 **Existing Land Use** Manufacturing, Processing, & Assembly

Size 11.38 acres +/-

Pin # 7754702203

Applicants Reason as stated on application

Approximately 100,000 sq. ft. expansion to existing facility.

Surrounding Land Use

North Industrial **East** Norfolk Southern Railroad/Industrial

South Industrial **West** Undeveloped property (primarily industrial zoning)

Zoning History N/A

Growth Stategy Map Primary Growth **Proposed LDP Map** Employment Center

Legal Description

The property of Custom Extrusion Inc. located at 2971 Taylor Dr., totaling approximately 11.38 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7754702203. **Legal notices were mailed to adjoining property owners on Tuesday, July 23, 2019.**

Analysis

1. The request is for a Special Non-Residential Intensity Watershed Allocation (SNIA). The existing and proposed land use of the property is manufacturing, processing, and assembly.
2. There are currently two entrances from Taylor Drive., a city-maintained street serving industrial uses.
3. The Norfolk Southern railroad is across Taylor Drive from the subject property.
4. The property is located within the balance of the Back Creek/Lake Lucas Watershed area. An increase of built upon area is capped at 12 percent of the land area (approximately 1.36 acres), unless a SNIA authorizing additional built-upon-area, up to 70%, is approved. Impervious surfaces constructed prior to July 1, 1993 are not required to be included in this allocation. Available records indicate the existing facility has been in place since 1992.
5. The application seeks approval of new built-upon area equivalent to 16% of the property's land area.
6. Ten percent of the watershed area may be designated as a Special Intensity Allocation area. Within the Back Creek/Lake Lucas Watershed balance area, 193.48 acres of special allocation area currently exists. If the requested SNIA is granted, this project would use approximately 0.45 acre of the allocation area, reducing the available allocation area to 193.03 acres (179.27 acres if the SNIA under consideration with CUP-19-09 is granted).
7. Approval of a SNIA has no effect on general watershed development regulations intended to protect water quality.
8. The property is surrounded entirely by industrially zoned parcels, with the exception of small portions of the adjoining properties to the north and west having residential zoning. The residentially zoned portions of these parcels are more than 1,000 ft. from the subject property.

LDP Conformity Issues

SPECIAL USE PERMIT STAFF REPORT

Staff Comments

NOTE: If any Special Use is discontinued for a period of 180 days;or the permit is not initiated within 180 days;or replaced by a use otherwise permitted in the zoning district, it shall be deemed abandoned and the Special Use Permit shall be null and void and of no effect.

Suggested Conditions

Draft Conditions as of 8-2-2019

(A) Should the number of parking spaces required to serve the proposed development be determined to be less than the amount of parking shown on the site plan, a decrease in the amount of parking shall not be considered a modification of the project requiring Council approval. The applicant shall submit a revised site plan for review by city staff for inclusion into the file.

(B) Prior to the storage of any hazardous material, a spill prevention, containment, and control plan (SPCC) prepared by a professional competent in SPCC. Any SPCC-required spill containment structures must be designed by a North Carolina registered professional engineer or architect.

(C) Prior to the issuance of zoning compliance permit, the applicant shall provide the following:

(i) NC Department of Environmental Quality erosion control permit when required.

(ii) Additional detail concerning proposed grade separation between the parking area adjacent to the site's northern entrance against the building. If the paved area in this location abutting the building is used for a loading dock or loading space, such use shall not be considered a modification of the project requiring Council approval. The applicant shall submit a revised site plan for review by city staff for inclusion into the file.

(D) A stormwater management plan identifying details of the stormwater BMP to be utilized shall be submitted prior to any zoning compliance permit authorizing built-upon area to exceed 12% of the watershed balance area on the zoning lot. Prior to the issuance of a certificate of zoning compliance, certification from a professional engineer stating that the stormwater BMP has been installed as designed shall be provided. Any open water retention or drainage areas shall be sprayed regularly for mosquito control. The continued maintenance of all runoff control measures shall be the responsibility of the property owner.

SPECIAL USE PERMIT STAFF REPORT

For Special Use Permit Hearings:
The following tests shall be found in favor of the applicant by the City Council.

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 of the Asheboro Zoning Ordinance.
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.

SUP Requirements

310B.3 Back Creek Lake Watershed -- Balance of Watershed UT to Cedar Creek -- Balance of Watershed WS-II-BW

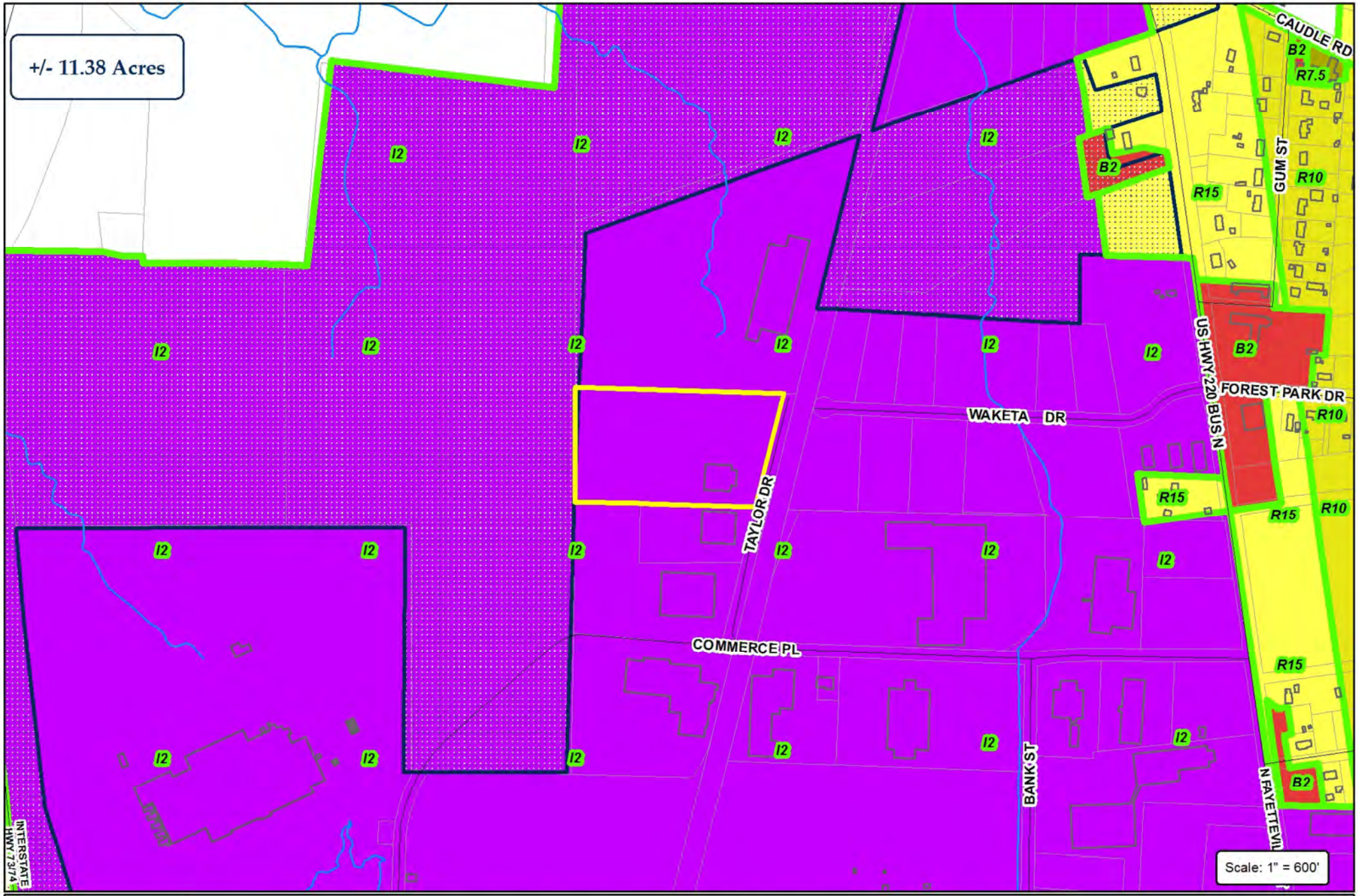
B. Density and Built-upon Limits:

...2. All other residential and nonresidential development shall not exceed twelve (12%) percent built-upon area on a project by project basis except that up to ten percent (10%) of the balance of the watershed may be developed for nonresidential uses to seventy percent (70%) built upon area on a project by project basis. For the purpose calculating built-upon area, total project area shall include total acreage in the tract on which the project is to be developed.

647 Watershed SNIA (12/02)

647.1 All applications for a SNIA shall include the following:

a. Projects must minimize built upon surface area.
b. Projects must direct stormwater away from surface waters.
c. Projects must incorporate Best Management Practices to minimize quality impacts.
d. Projects must be connected to City of Asheboro water and sewer.
e. Projects must provide a positive economic benefit to the community.



CITY OF ASHEBORO
NORTH CAROLINA

ETJ

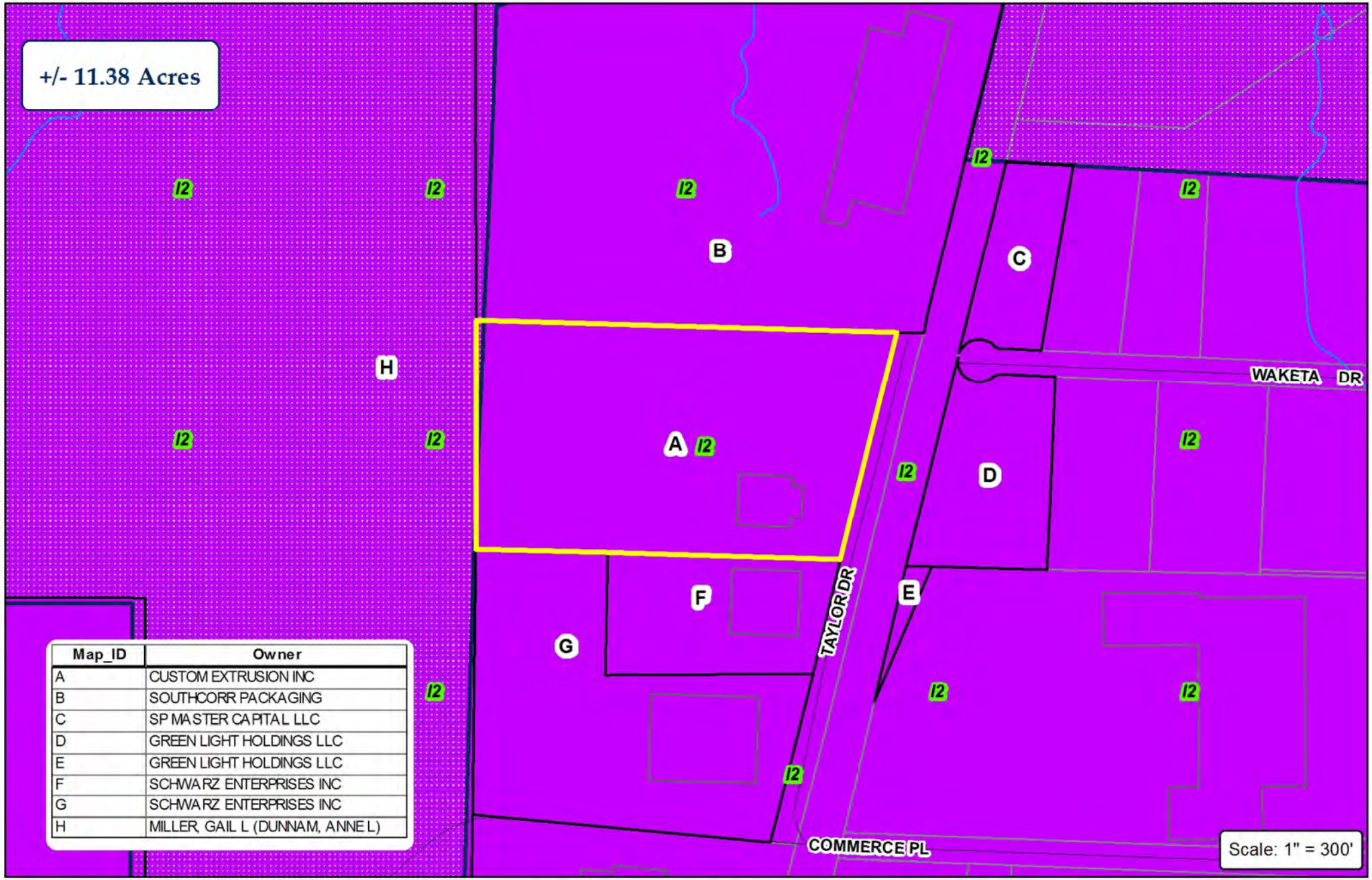
City of Asheboro Planning & Zoning Department

Special Use Permit: SUP-19-03

Parcel: 7754702203

Subject Property
Zoning

N
W
E
S



Map_ID	Owner
A	CUSTOM EXTRUSION INC
B	SOUTHCORR PACKAGING
C	SP MASTER CAPITAL LLC
D	GREEN LIGHT HOLDINGS LLC
E	GREEN LIGHT HOLDINGS LLC
F	SCHWARZ ENTERPRISES INC
G	SCHWARZ ENTERPRISES INC
H	MILLER, GAIL L (DUNNAM, ANNE L)

CITY OF ASHEBORO NORTH CAROLINA

ETJ

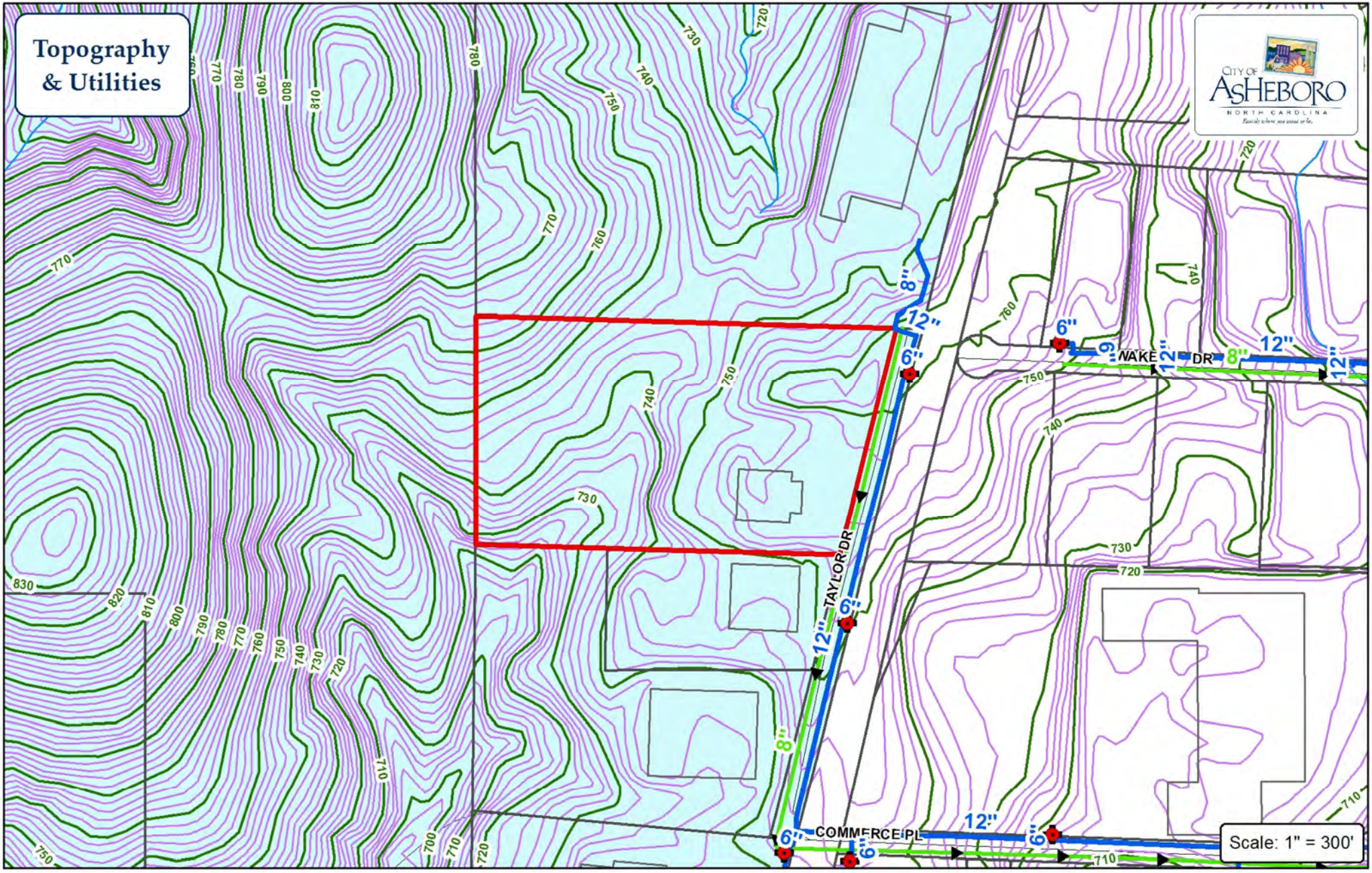
City of Asheboro Planning & Zoning Department

Special Use Permit: SUP-19-03

Parcel: 7754702203

Subject Property
Adjoining Properties
Zoning

N W E S



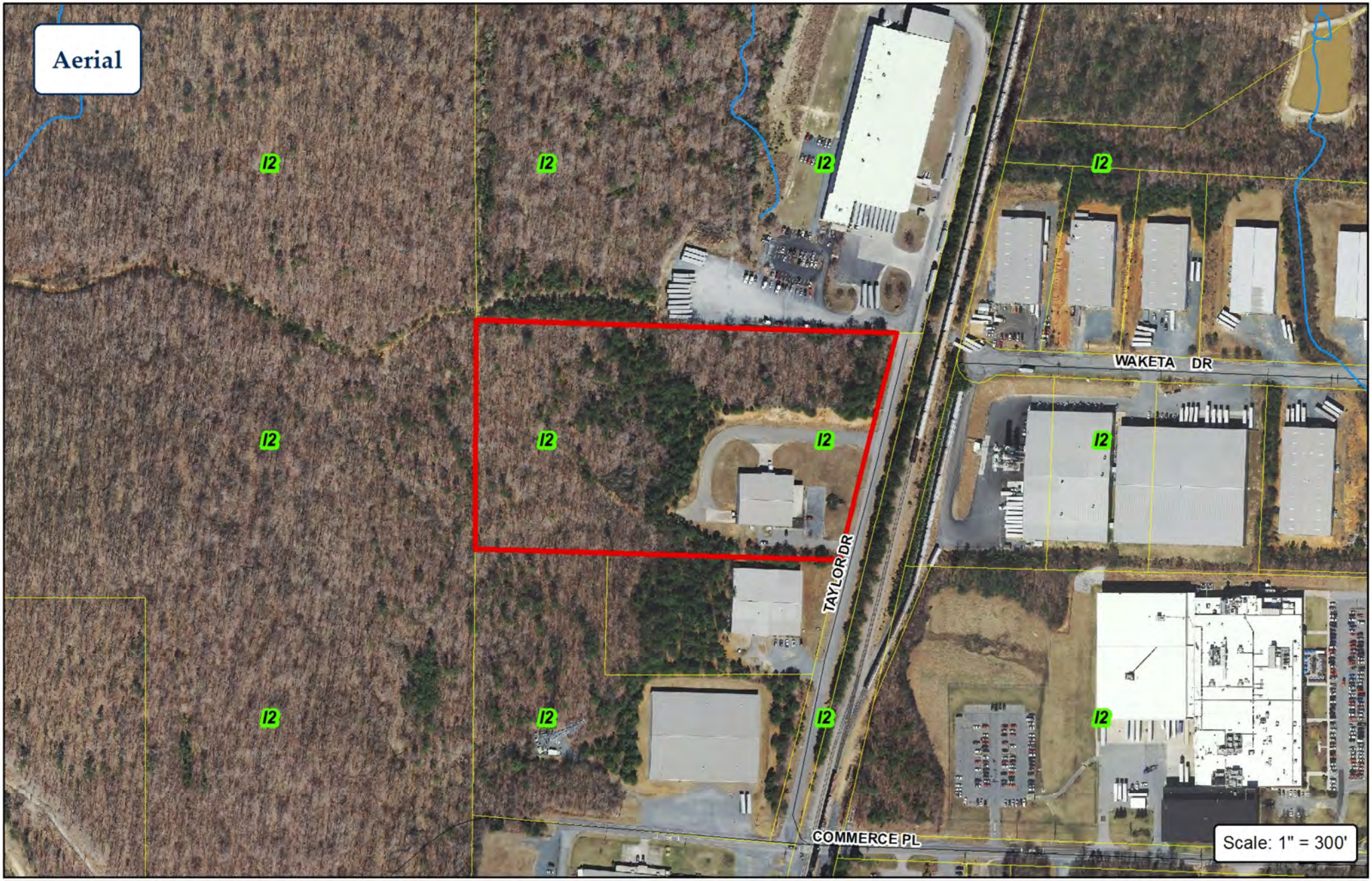
Force Main
Water Main
Sewer Main
Fire Hydrant
Pump Station
Watershed

City of Asheboro
Planning & Zoning Department

Special Use Permit: SUP-19-03

Parcel: 7754702203

Subject Property



CITY OF ASHEBORO
NORTH CAROLINA
Exactly where you want to be.

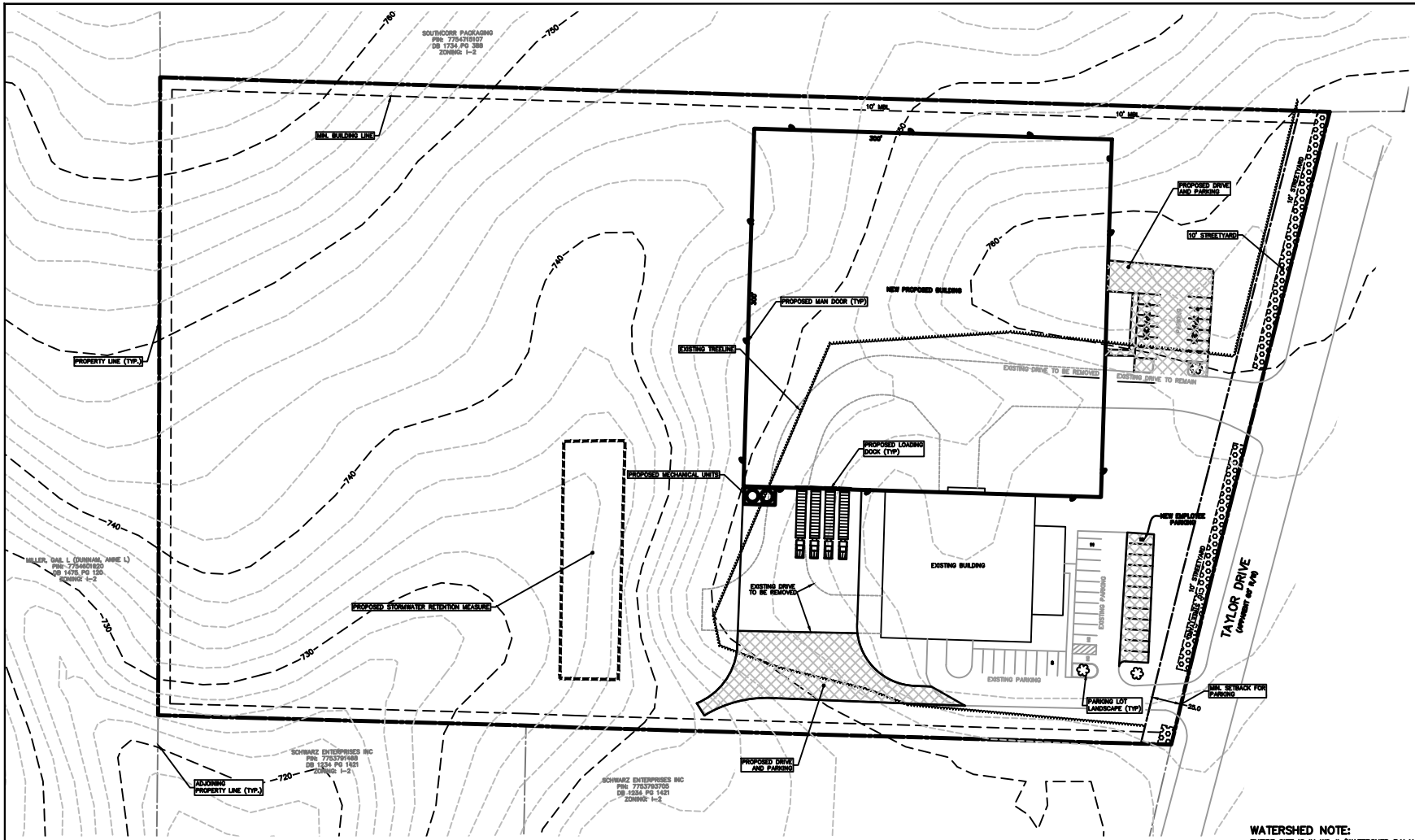
City of Asheboro Planning & Zoning Department

Special Use Permit: SUP-19-03

Parcel: 7754702203

Subject Property
Zoning

N
W
E
S



GENERAL SITE NOTES:

1. PARCEL BOUNDARY INFORMATION OBTAINED FROM RANDOLPH COUNTY GIS
2. TOPOGRAPHIC DATA PER NC ONE MAP CONTOURS.
3. EXISTING ROADWAYS AND TREELINES HAVE BEEN ESTIMATED PER AERIAL IMAGERY.
4. OWNER: CUSTOM EXTRUSION INC
5. OWNER ADDRESS: PO BOX 517
6. PIN: 7754702203
7. PARCEL SIZE: 11.38 ACRES
8. DEED BOOK/PAGE: 1267/80
9. CURRENT ZONING: I-2.
10. PROPOSED ZONING: I-2
11. SETBACKS: FRONT= 10 FT / SIDE= 10 FT / REAR= 10 FT
12. MAX BUILDING HEIGHT= 45 FT
13. EXISTING LAND USE: MANUFACTURING
14. PROPOSED LAND USE: MANUFACTURING
15. SHOULD EXISTING CONDITIONS DIFFER FROM WHAT IS SHOWN ON THESE PLANS, CONTACT ENGINEER IMMEDIATELY. ADDITIONAL WORK PERFORMED WITHOUT OWNERS, ENGINEERS, & ARCHITECTS KNOWLEDGE & APPROVAL WILL BE DEEMED INCIDENTAL WORK WITH NO EXTRA PAYMENTS MADE.
16. LANDSCAPE REQUIREMENTS PER CITY STANDARDS.
17. NOTE: HAZARDOUS MATERIAL STORAGE REQUIRES A PROFESSIONALLY PREPARED SPILL PREVENTION, CONTAINMENT, AND CONTROL PLAN (SPCC) PER SECTION 3908.3.A.3
18. UNDERGROUND FUEL OR CHEMICAL STORAGE TANKS ARE PROHIBITED.

LIGHTING NOTE:
ALL NEW SITE AND PARKING LIGHTING TO CONFORM TO SECTION 316A OF THE CITY OF ASHEBORO ORDINANCE

ADDITIONAL PARKING NOTE:

-0.6 PER EMPLOYEE PER LARGEST SHIFT.	0.6x15=(9) SPACES	
-VEHICLES USED IN CONDUCT TO MANUFACTURING	(1) SPACE	
-TOTAL SPACES REQUIRED FOR PROPOSED BUILDING	9+1=(10) SPACES REQ'D	

PARKING NOTE:

20 SPACES REQUIRED — 42 SPACES PROVIDED

2 HANDICAP SPACES REQUIRED

(2) HANDICAP SPACES PROVIDED (1 VAN ACCESSIBLE)

LANDSCAPE NOTE:

EXISTING VEGETATION MAY COUNT TOWARDS REQUIREMENTS FOR ALL PROPOSED BUFFERS AND PLANTING YARDS

FRONT YARD LANDSCAPING (TAYLOR DRIVE)
REQ'D- ONE TREE PER 20 LF OF STREET FRONTAGE
547 LF/20= 28 TREES
ONE FLOWERING TREE PER 20 LF REQ'D
ONE EVERGREEN SHRUB PER TEN LF 547 LF/10=55 SHRUBS
NOTE: ZONING ORDINANCE REQUIRES ONE SHRUB PER 10 LINEAR FEET OR ONE TREE PER 20 LINEAR FEET OR EQUIVALENT COMBINATION

8.1 SQ. FT. OF LANDSCAPE REQUIRED PER PARKING SPACE (162 SQ FT MIN AREA REQ'D/ 9 FT MIN WIDTH
PER PARKING LOT LANDSCAPE AREA WITH 1 CANOPY TREE AND GROUND COVER OR MULCH)
43x8.1= 348.3 SF REQ'D — 348.3/162= (3) LANDSCAPE ISLANDS REQ'D. (3) PROVIDED

BUILDING NOTE:
BUILDING LAYOUT AND DIMENSIONS ARE APPROXIMATE. FINAL BUILDING SIZE AND LAYOUT MAY BE ADJUSTED PENDING SPECIFIC USERS NEED. ALL CITY OF ASHEBORO REQUIREMENTS WILL BE MET.

NCDOT NOTE:
NO DRIVEWAY PERMIT REQUIRED

MECHANICAL NOTE:
ALL UNITS TO BE SCREENED FROM RIGHT OF WAY PER CITY OF ASHEBORO ORDINANCE. MANUFACTURING AND PROCESSING FACILITIES EXCLUDED FROM THIS REQUIREMENT

PAVING NOTE:
ALL PROPOSED PAVING TO BE HEAVY DUTY ASPHALT OR CONCRETE PAVING. (SEE CIVIL CONSTRUCTION PLANS FOR SPECIFICATIONS AND DETAILS)

WATERSHED NOTE:
ENTIRE SITE IS IN WS-II (WATERSHED BALANCE AREA)

EXISTING SITE AREAS:
WOODS & GRASS: 423,991.8 S.F. (9.73 AC)
EXISTING IMPERVIOUS: 71,821 S.F. (1.65 AC)

TOTAL AREA: 495,712.8 S.F. (11.38 AC)

PROPOSED SITE AREAS:
BALANCED WATERSHED AREA:
TOTAL AREA IN BWA: 495,712.8 S.F. (11.38 AC)
PROPOSED IMPERVIOUS: 79,094.0 S.F. (1.81 AC)
TOTAL IMPERVIOUS 35.6% 160,917.9 S.F. (3.46 AC)

GRAPHIC SCALE
0 20 40 60 80 160
(IN FEET)
1 inch = 40 ft.

NORTH

PRELIMINARY PLANS. NOT FOR CONSTRUCTION

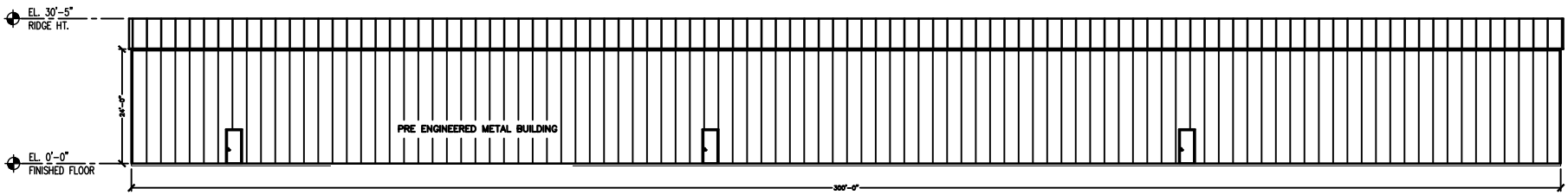
SEA
Summey Engineering Associates, PLLC
Engineering - Land Planning - Consulting
PO Box 868
Asheboro, NC 27204
Phone: 336-328-0902 Fax: 336-328-0922
E-mail - info@summeyengineering.com
NC Professional Engineering Firm License No. P-3196

No.	Date:	Description:	By:

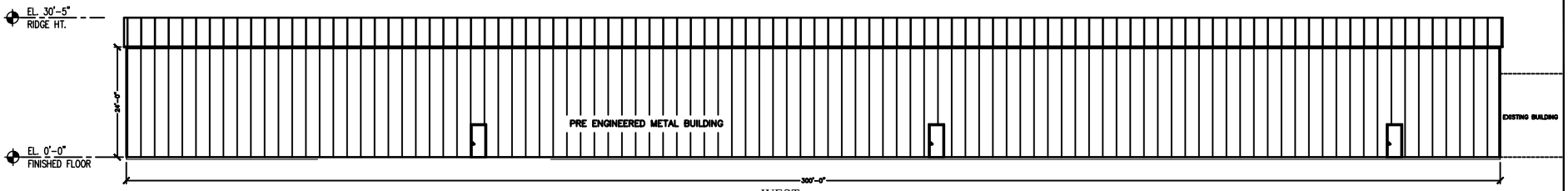
PRELIMINARY SITE PLAN
CUSTOM EXTRUSION
2971 TAYLOR DRIVE
RANDOLPH COUNTY - ASHEBORO - NORTH CAROLINA

Scale:	NOTED
Date:	JULY 2019
Drawn By:	PBC
Checked By:	PWDL
Job No.	E-16524

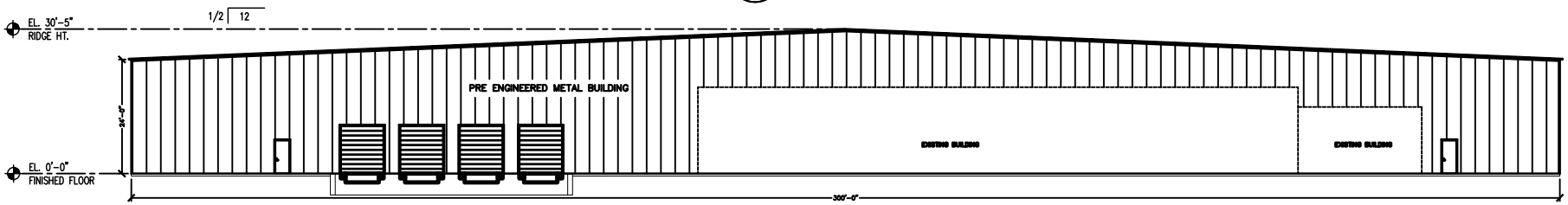
Sheet No. C-2



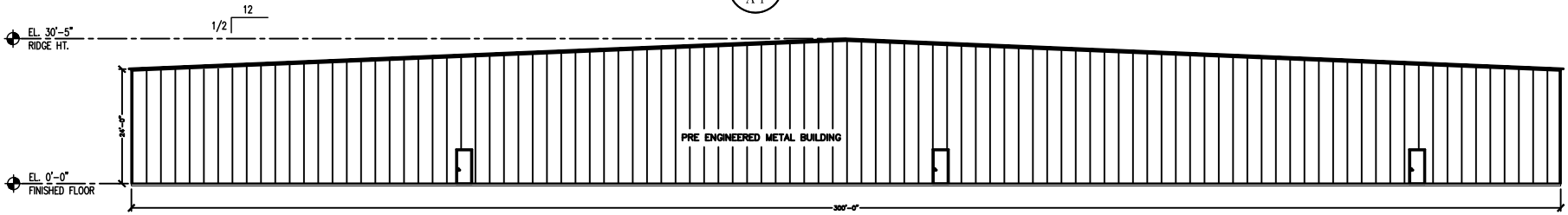
1 A-1 EAST EXTERIOR ELEVATION
SCALE: 3/32" = 1'-0"



2 A-1 WEST EXTERIOR ELEVATION
SCALE: 3/32" = 1'-0"



3 A-1 SOUTH EXTERIOR ELEVATION
SCALE: 3/32" = 1'-0"



4 A-1 NORTH EXTERIOR ELEVATION
SCALE: 3/32" = 1'-0"

Summey Engineering Associates, PLLC
Engineering - Land Planning - Consulting
PO Box 968
Asheboro, NC 27204
Phone: 336-328-0902 Fax: 336-328-0922
E-mail: info@summeyengineering.com
NC Professional Engineering Firm License No. P-0356

No.	Date:	Description:	By:

ELEVATIONS
CUSTOM EXTRUSION
2971 TAYLOR DRIVE
RANDOLPH COUNTY - ASHEBORO - NORTH CAROLINA

Scale:	3/32" = 1'-0"
Date:	JULY, 2019
Drawn By:	PBC
Checked By:	HMSJ
Job No.:	E-5624

Sheet No. A-1

RZ-19-10

531 Rock Crusher Rd. (Randolph County Parcel Identification Number 7761658018): Rezone from B1 (Neighborhood Commercial) to M (Mercantile)

Planning Board Recommendation and Staff Report

Planning Board Recommendation & Comments to City Council

NOTE: Have applicant Certify to Council mailings to all adjoining property owners.

Case # **RZ-19-10**

Date 7-8-19

Applicant Benjamin A. Zenetella

Legal Description

The property of Benjamin A. Zentella, Gomez Gonzalez, and Sonia Del Carmen, totaling approximately 18.6 acres +/-, and more specifically identified by Randolph County Parcel Identification Number (PIN #) 7761658018.

Requested Action Rezone from B1 Neighborhood Commercial to M Mercantile

Existing Zone B1 Neighborhood

Land Development Plan See Rezoning Staff Report

Planning Board Recommendation

Approve.

Reason for Recommendation

The Planning Board concurred with staff reasoning.

Planning Board Comments

Rezoning Staff Report

RZ Case # **RZ-19-10** **Date** 8/8/2019 City Council

General Information

Applicant Benjamin A. Zenetella

Address PO Box 2562

City Asheboro NC 27204

Phone 336-653-1226

Location 531 Rock Crusher Road

Requested Action Rezone from B1 Neighborhood Commercial to M Mercantile

Existing Zone B1 **Existing Land Use** Last approved use was a Place of Worship.

Size 18.6 acres +/- **Pin #** 7761658018

Applicant's Reasons as stated on application

The rezoning will allow for additions to the building. The Land Development Plan proposes commercial use on the property. The request will allow additional investment into the property.

Surrounding Land Use

North Undeveloped Commercial **East** Single-Family Residential & Undeveloped Commercial

South Industrial (primarily undeveloped) **West** Low-Density Residential/Agricultural & Proposed Solar Farm

Zoning History The property was rezoned to CU-B1 in 1996 with a Church and related activities approved including a SUP for a medium day care center. The property was rezoned to B1 in 2003 (Case No. RZ 03-34).

Legal Description

The property of Benjamin A. Zentella, Gomez Gonzalez, and Sonia Del Carmen, totaling approximately 18.6 acres +/-, and more specifically identified by Randolph County Parcel Identification Number (PIN #) 7761658018. **Legal notices were mailed to adjoining property owners on Tuesday, July 23, 2019.**

Analysis

1. The property is outside the city limits but within the city's extraterritorial zoning jurisdiction (ETJ).
2. East Presnell St. is a state-maintained minor thoroughfare. Rock Crusher Road is a state-maintained road.
3. The zoning ordinance describes the requested Mercantile (M) District as follows: "...Intended to provide for a greater number of potential business activities than the B1 Zoning District. The Mercantile District is distinguished from the B2 General Commercial District by excluding certain uses permitted in the B2 District that are likely to create the greatest external impact (traffic, noise, lighting, etc.) and by its additional standards that address compatibility with adjoining residential neighborhoods. These districts should be located in nodes along minor thoroughfares or higher classification streets." Heavier commercial uses such as sales of motor vehicles and manufactured homes, are not permitted in the M District.
4. Tax records indicate that a structure built in 1980 contains 4,838 heated SF. The current B1 zoning district allows a maximum of 3,000 SF for all structures on a zoning lot, rendering the current size of the structure on the property a legal non conforming situation. The requested M Mercantile District allows a total of up to 6,000 SF for all structures on a zoning lot, subject to meeting other zoning requirements.
5. Available records indicate that property was last approved for use as a place of worship.
6. Other components of development, such as drive through services and open storage, are restricted in the Mercantile District.

Rezoning Staff Report

Consistency with the 2020 LDP Growth Strategy designations

In reviewing this request, careful consideration is given to each Goal and Policy as outlined in the Land Development Plan. Some Goals and Policies will either support or will not support the request, while others will be neutral or will not apply. Only those Goals and Policies that support or do not support the request will be shown.

Proposed Land Use Map Designation	Commercial
Small Area Plan	East
Growth Strategy Map Designation	Economic Development

LDP Goals/Policies Which Support Request

Checklist Item 1: Complies with LDP proposed land use map

Checklist Item 3: The property on which the rezoning district is proposed fits the description of the Zoning Ordinance. *(Article 200, Section 210, Schedule of Statements of Intent*)

Checklist Item 5: Complies with Growth Strategy Map

Checklist Item 7: The proposed rezoning is compatible with the applicable Small Area Plan

Checklist Items 12-13: 12.) Property is located outside of watershed 13.) Property is located outside of Special Hazard Flood Area.

LDP Goals/Policies Which Do Not Support Request

Checklist Items 14: Property is located on steep slopes of greater than 20%.

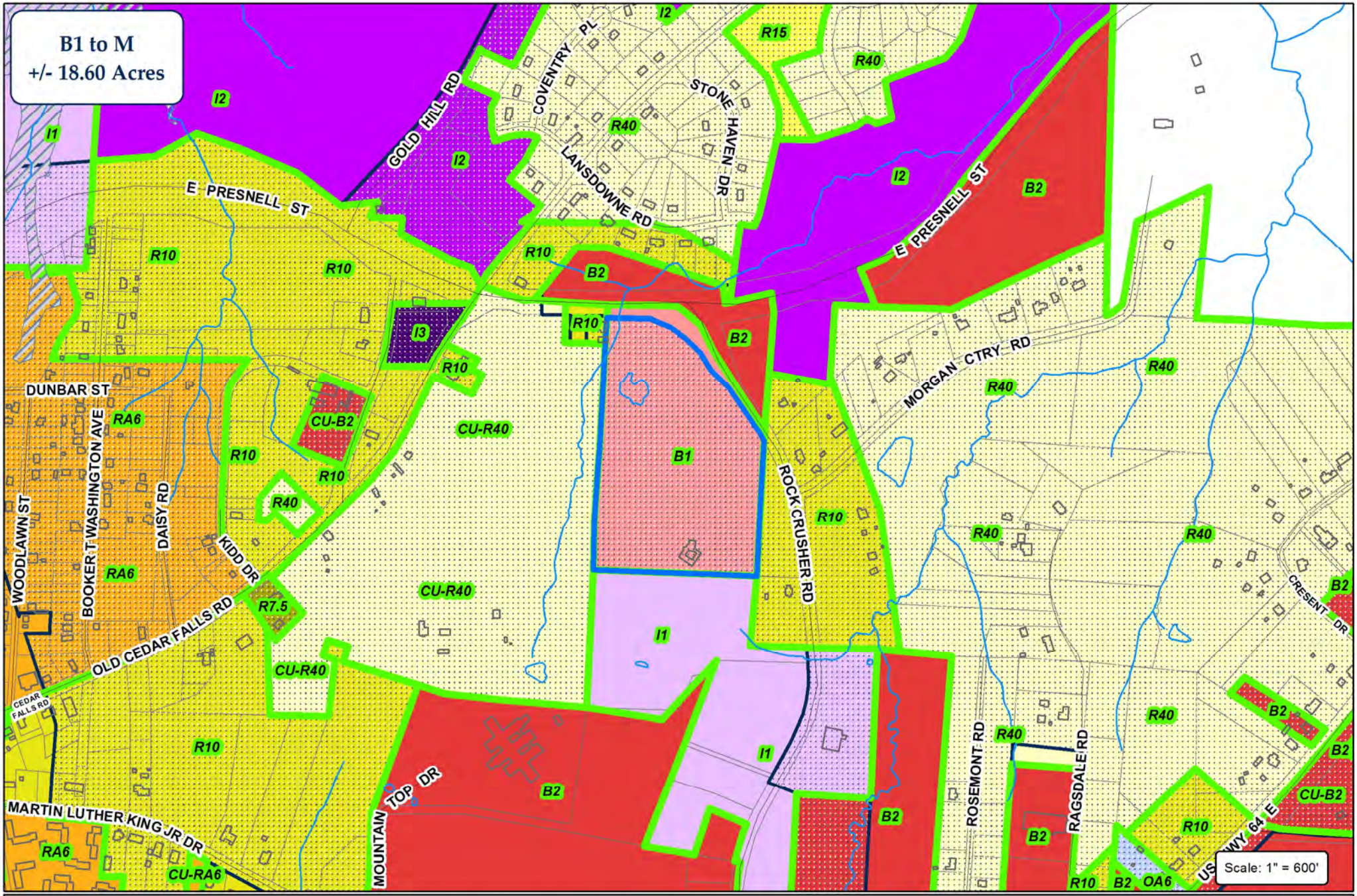
Staff's Final Analysis Concerning Consistency with Adopted Comprehensive Plans, Reasonableness and Public Interest

The Land Development Plan's designation of the property for commercial use and the growth strategy's designation of the property for Economic Development help support the rezoning. The East Small Area plan also discusses accommodating existing commercial uses and sites that have not been fully developed.

The requested Mercantile zoning district accommodates expansion of the existing structure, or construction of new structure(s) on the property, but also limits the size of development and restricts the most intense commercial uses. This reduces compatibility concern with the adjoining residentially zoned properties to the east and west. Limitation on the size of structures also helps mitigate the impact of development on a property, which has steep slopes in excess of a 20% grade on portions of the zoning lot.

Considering these factors, staff believes that the proposed zoning map amendment is reasonable and in the public interest

Recommendation In light of the above analysis, staff's recommendation is to approve the M (Mercantile) district request.



CITY OF ASHEBORO
NORTH CAROLINA
Exactly where you want to be.

ETJ

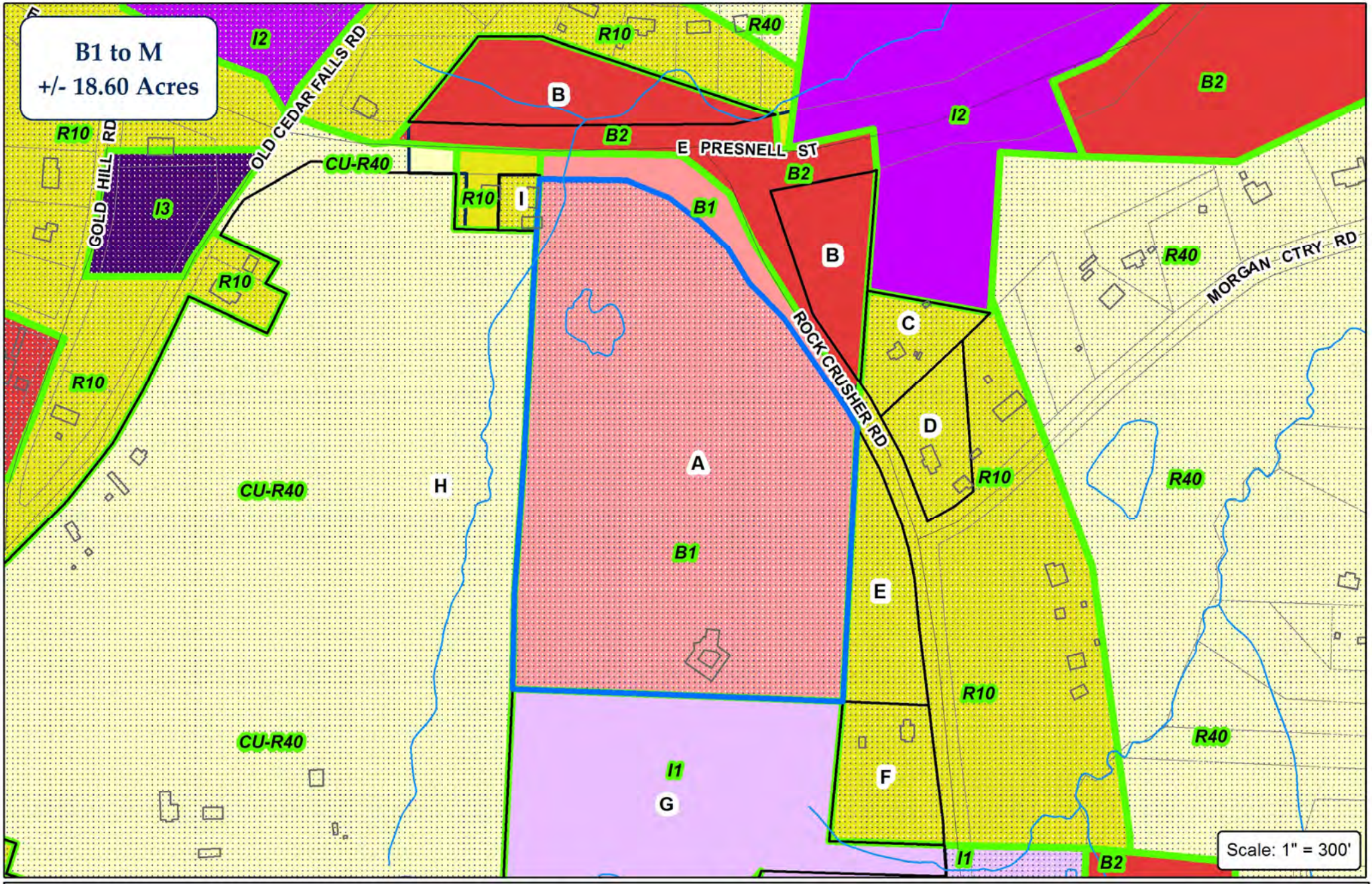
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-10
Conditional Use Permit: CUP-19-10

Parcel: 7761658018

Subject Property
Zoning

N
W
E
S



CITY OF ASHEBORO
NORTH CAROLINA
Exactly where you want to be.

ETJ

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-10

Conditional Use Permit: CUP-19-10

Parcel: 7761658018

Subject Property
Adjoining Properties
Zoning

N
W
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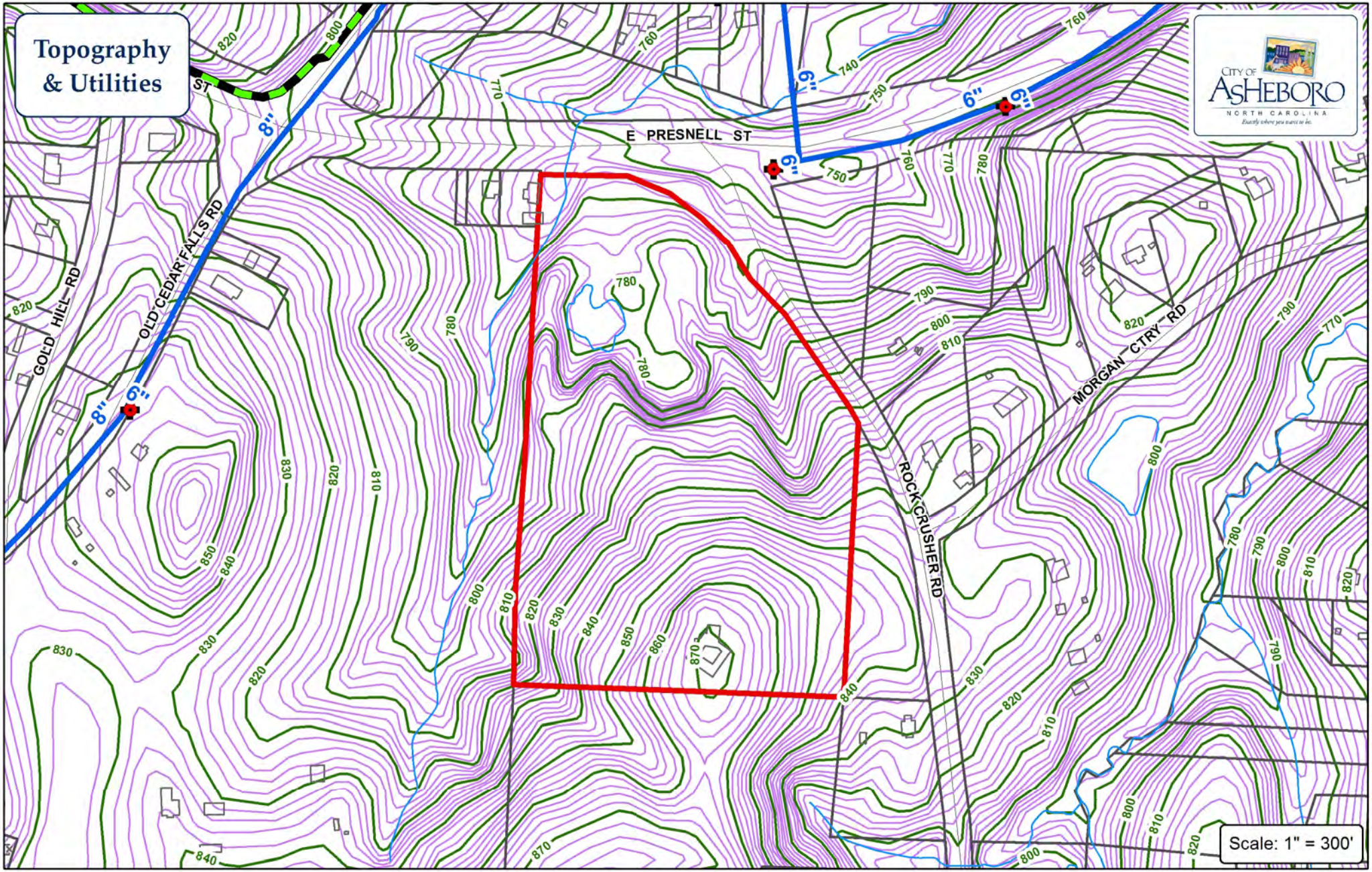

Water Main
Sewer Main
Force Main
Fire Hydrant
PS Pump Station

City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-19-10
Conditional Use Permit: CUP-19-10
Parcel: 7761658018

Subject Property

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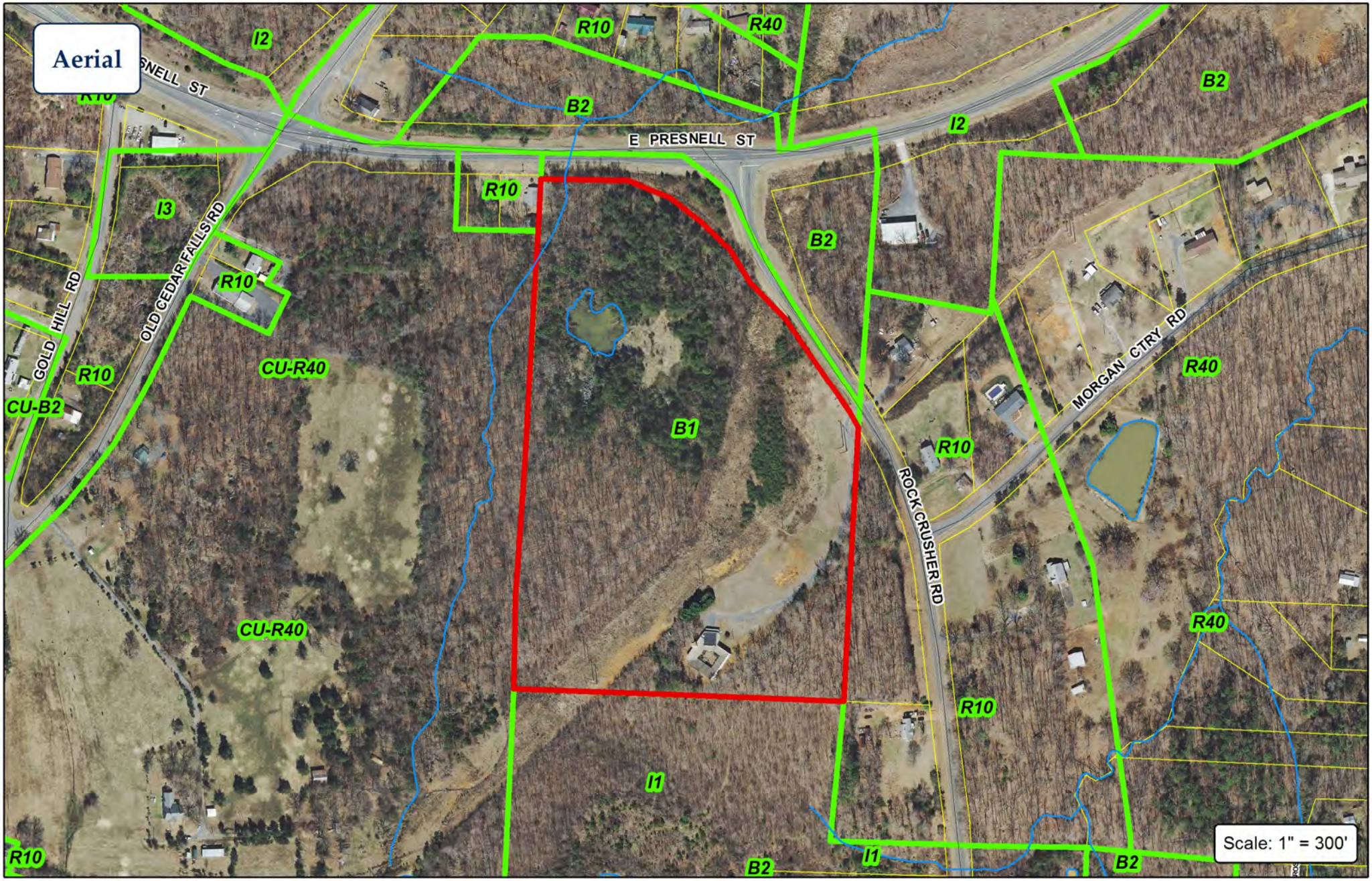

CITY OF ASHEBORO
NORTH CAROLINA
Exactly where you want to be.

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-10
Conditional Use Permit: CUP-19-10

Parcel: 7761658018

Subject Property
Zoning

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STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

July 25, 2019

Mr. Trevor Nuttall
Director of Community Development Division
City of Asheboro
PO Box 1106
Asheboro, NC 27204

SUBJECT: Concurrence with Consultant Agreement
City of Asheboro, Randolph County
Project TIP #: EB-5862; WBS Element: 50439.1.1
Federal Aid #: TAP-0803(009)
Industrial Park Avenue Sidewalk

Dear Mr. Nuttall:

The Department of Transportation has reviewed the Draft Consultant Contract submitted to us for the above-referenced project and finds that it meets NCDOT's policies and guidelines. Please note, our review has been limited to ensuring that payment terms are accurate for the scope of work and the estimate is correctly included.

The Municipality should ensure the following:

1. The costs are in-line with the Municipality's budget.
2. The Municipality concurs with the mandays and costs as provided by the consultant.
3. The scope is that which is needed/requested by the Municipality for the project.
4. Any discrepancy in time, dollars, or scope should be addressed by the Municipality with the Consultant.

In order to process reimbursement for eligible costs, we must have a copy of the fully executed consultant agreement. Reimbursement requests will not be processed until we receive this document.

If you have any questions, please contact me at (910) 773-8026 or awkluttz@ncdot.gov. Thank you.

Sincerely,

DocuSigned by:
Alison W. Kluttz
9BA03A5230E54E1...

Alison W. Kluttz, PE, CPM
Division Project Development Engineer

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS, DIVISION 8
121 DOT DRIVE
CARTHAGE, NC 28327

Telephone: (910) 773-8000
Fax: (910) 947-3783
Customer Service: 1-877-368-4968

Location:
121 DOT DRIVE
CARTHAGE, NC 28327

Website: www.ncdot.gov

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

July 22, 2019

Mr. Trevor Nuttall
Director of Community Development Division
City of Asheboro
PO Box 1106
Asheboro, NC 27204

SUBJECT: Final Review of Cost Proposal
City of Asheboro, Randolph County
TIP No.: EB-5862; WBS Element: 50439.1.1
Federal Aid No.: TAP-0803(009)
Industrial Park Avenue Sidewalk

Dear Mr. Nuttall,

The Department of Transportation has reviewed the cost proposal from Wetherill Engineering. and concurs with the estimate amount of $69,585.44 as reasonable and appropriate with Department policies and guidelines.

If the scope of work with the consultant is modified and the costs change, please submit a new cost estimate for the additional work for Departmental review, prior to entering into a supplemental agreement with the consultant.

At this time, please submit a draft contract for review. You may find *Contract Provisions for Non-Federal* Entities on our website at https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx. It is the LGA's responsibility to ensure applicable federal contract provisions are included in your contract with your consultant.

If you have any questions, please contact me at (910) 773-8026 or awkluttz@ncdot.gov.

Sincerely,

DocuSigned by:
Alison W. Kluttz
9BA03A5230E54E1...

Alison W. Kluttz, PE, CPM
Division Project Development Engineer

Mailing Address:
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Location:
121 DOT DRIVE
CARTHAGE, NC 28327

(RANDOLPH COUNTY)
(NORTH CAROLINA)

AGREEMENT
BETWEEN
CITY OF ASHEBORO, NC
AND
WETHERILL ENGINEERING, INC.
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
INDUSTRIAL PARK AVENUE (TIP # EB-5862)

THIS AGREEMENT is made this ____ day of _____, 2019, by and between the **CITY OF ASHEBORO**, a North Carolina municipal corporation, with principal offices at P.O Box 1106, Asheboro, North Carolina 27204 (hereinafter "OWNER") and **WETHERILL ENGINEERING, INC., a North Carolina Corporation, located at 1223 Jones Franklin Road, Raleigh, NC 27606,** (hereinafter "ENGINEER");

WHEREAS, OWNER intends to install sidewalk along Industrial Park Avenue in Asheboro (identified as North Carolina Department of Transportation Project TIP #EB-5862)(hereinafter "Project").

WHEREAS, ENGINEER is in the business of providing services as described herein for the design of said Project and possesses the expertise and facilities necessary to comply with the terms of this Agreement.

NOW THEREFORE, OWNER and ENGINEER in consideration of their mutual covenants herein agree with respect to the performance or furnishing of professional engineering services by ENGINEER for the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Basic Services described in Section 2 below and as further set forth in Attachment A, entitled "Scope of Services." This Agreement will become effective on the date first above written.

SECTION 1 - GENERAL

1.1. Standard of Care

ENGINEER shall perform for or furnish to OWNER, professional engineering and related services in all phases of the Project to which this Agreement applies as hereinafter provided. ENGINEER may employ such ENGINEER's subcontractors as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any OWNER's subconsultants unacceptable to ENGINEER and ENGINEER shall not employ any subconsultant unacceptable to OWNER.

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality.

The ENGINEER shall be solely responsible for all engineering design services and for the completeness and accuracy of all documents and supporting data prepared by the ENGINEER, its agents, employees and subconsultants in connection with the design phase of the Project. Approval by the OWNER of any documents, supporting data or construction shall not constitute or be deemed a release of the responsibility and liability of ENGINEER, its employees, associates, agents and subconsultants for the accuracy and competency of their design, working drawings and reports; nor shall such approval be deemed to be an assumption of such a responsibility by the OWNER for any defect in the designs, working drawings or other documents prepared by ENGINEER, its employees, agents, and subconsultants. Owner shall not be liable or responsible for any defect in the design, working drawings or other documents. After acceptance of the final documents by the OWNER, ENGINEER agrees, prior to and during construction of this Project, to perform such engineering services as may be required by the OWNER to correct errors or omissions on the original documents prepared by ENGINEER at no cost to the OWNER.

1.2. Definitions

Wherever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.2.1. Additional Services.
Additional Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 3 of this Agreement.

1.2.2. Agreement.
Agreement means this Standard Form of Agreement between OWNER and ENGINEER for Professional Services including those Attachments listed in Section 9 of this Agreement.

1.2.3. Basic Services.
Basic Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 2 of this Agreement.

1.2.4. Construction Cost.
Construction Cost means the total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 4 of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

1.2.5. Engineer's Subconsultant.
ENGINEER's Subconsultant means a person or entity having a contract with ENGINEER to perform or furnish Basic or Additional Services as ENGINEER's independent professional subconsultant engaged directly on the Project.

The ENGINEER shall only utilize subconsultants and/or subfirms that are prequalified by the North Carolina Department of Transportation to perform the specified professional or specialized services needed.

The ENGINEER shall utilize the subconsultant(s) and/or subfirm(s) as proposed in the ENGINEER'S Letter of Interest (LOI) or project proposal to the OWNER regarding the requested services. The ENGINEER shall indicate the proposed utilization (firm name and percentage) for both the Prime Consultant and any/all subconsultant(s) firms in the LOI on the appropriate FORM RS-2(s).

The ENGINEER shall insure that any/all subconsultant(s) or subfirms(s) shall comply with the terms and conditions set forth in this Agreement.

The ENGINEER and/or subconsultant will not sublet any portion of the work covered by this Agreement without prior written approval by the OWNER.

The ENGINEER will be responsible for the schedule of any work sublet to others so as to assure the overall schedule of the project is maintained

The ENGINEER will be responsible for the completeness, accuracy and presentation of all data, and for the review of any work sublet to others.

1.2.6. Reimbursable Expenses.
Reimbursable Expenses means the expenses incurred directly in connection with the performance or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Attachment B, Basis Of Compensation.

1.2.7. Total Project Costs.
Total Project Costs means the sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Section 4.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1. General

Upon this Agreement becoming effective, ENGINEER shall provide professional services to OWNER as hereinafter provided. These services will include professional engineering consultation and advice, and furnishing (civil, structural, surveying, SUE, planning, signals, geotechnical and utility coordination) engineering services incidental thereto. These services will include the following:

2.1.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

2.1.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others, data or services which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.

2.1.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project specified by ENGINEER with whom consultation is to be undertaken in connection with the Project.

2.1.4. Provide written monthly progress report containing description of work accomplished, description of any problems encountered, and corresponding remediation of said problems and update on status of meeting implementation schedule (Attachment C), and a statement of percentage of Project completed.

2.1.5. Provide those services as more fully described in Attachment A, "Scope of Services," attached hereto.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1. Additional Services Requiring Authorization in Advance

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others, Additional Services of the types listed in paragraphs 3.1.1 through 3.1.3, inclusive, as may be amended and supplemented as indicated in Attachment A. These services are not included as part of Basic Services except to the extent otherwise provided in Attachment A. These services will be paid for by OWNER as indicated in Section 6.

3.1.1. Preparation of applications and supporting documents (other than and in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; and preparation or review of environmental assessments and impact statements.

3.1.2. Furnishing services of independent professional associates and consultants.

3.1.3. Performing other Additional Services in connection with the Project including services which are to be furnished by OWNER in accordance with Section 4, and services not otherwise

provided for in this Agreement.

SECTION 4 - OWNER'S RESPONSIBILITIES

Except as otherwise provided in Attachment A, OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

4.1. Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have

complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

4.2. Assist ENGINEER by placing at ENGINEER's disposal all available information in the OWNER's possession and which OWNER deems pertinent to the Project including previous reports and any other data relative to design of the Project. Except for obvious or glaring defects or omissions, the ENGINEER may rely on all information provided by the OWNER without independent investigation or verification by the ENGINEER unless otherwise indicated by the OWNER.

4.3. Examine all studies, reports, sketches, proposals and other documents presented by ENGINEER, obtain advice of an attorney for services not included in the Basic Services, insurance counselor and other consultants as OWNER deems appropriate for such examination and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

4.4. At no cost to ENGINEER, provide the above data and services and shall render approvals and decisions as is necessary for the orderly process of ENGINEER's services.

4.5. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

4.6. Provide accounting, independent cost estimating and insurance counseling services as may be required for the Project, legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.

4.7. Advertise for proposals from bidders, open the proposals at an appointed time and place, and pay for all costs incidental thereto.

4.8. Give prompt written notice to ENGINEER whenever OWNER observes any condition that affects the scope or timing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services. Failure of OWNER to give said notice to ENGINEER shall not affect the duties and responsibilities of the ENGINEER, nor shall it result in a waiver of any of OWNERS rights under this Agreement.

4.9. All geotechnical exploratory work, such as soil borings, penetration tests, soundings, subsurface explorations, laboratory tests of soils, rock formation, and other geophysical phenomena which are required to provide information for design and all other field and laboratory tests and analyses which are required to provide design information unless otherwise addressed in Attachment A, "Scope of Services."

4.10. A geotechnical report by a qualified geologist or geotechnical firm interpreting the data on the exploratory work and testing and setting out the site conditions that can be anticipated from this initial exploratory work unless otherwise addressed in Attachment A, "Scope of Services."

4.11. Releases to the news media concerning public hearings, pre-bid conferences, anticipated street closings or partial closings, or other project related information.

4.12. Hall or auditorium space for pre-bid conferences and the audio equipment and Projection equipment required for such hearings and/or conferences.

4.13. Prior to beginning field survey activities, OWNER will locate and identify all existing water and wastewater mains and service connections to the extent possible, along the route of the proposed Project. Identification will include painting locations of mains and services in paved areas and flagging or painting in wooded areas.

4.14. Owner will, to the extent possible, contact and coordinate with other utilities, such as gas, telephone, cable TV, power, etc., the location and identification of their respective installations along the route of the proposed Project.

SECTION 5 - TIMES FOR RENDERING SERVICES

5.1. If, in this Agreement, specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation and times within which to render services provided for herein may be subject to equitable adjustment by the OWNER. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably by the OWNER.

The anticipated period of service for each phase of the Project is outlined in the schedule attached hereto as Attachment C.

SECTION 6 - PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES.

6.1. Payment Terms Defined

6.1.1. Direct Labor Cost
Direct Labor Cost shall mean the raw salary costs at the time services are performed of all personnel engaged directly on the Project, including, but not limited to, engineers, architects, scientists, surveyors, designers, draftsmen, specification writers, estimators, steno, clerical, accounting, and other technical and business personnel but does not include indirect payroll-related costs or fringe benefits.

6.1.2. Billing Rate
Billing Rate shall mean an hourly rate, equal to Direct Labor Cost, times an Overhead Multiplier of to be paid to ENGINEER as total compensation for each hour an employee of ENGINEER works on the Project.

6.1.3. Overhead Multiplier

Overhead Multiplier shall mean a factor by which the Direct Labor Cost is multiplied to compensate for general and administrative overhead. The Overhead Multiplier includes profit.

6.1.4. Reimbursable Expenses

Reimbursable Expenses shall mean the actual cost incurred directly or indirectly in connection with the Project, including, but not limited to providing and maintaining field office facilities, including furnishings and utilities, subsistence and transportation of Resident Project Representatives and their assistants, toll telephone calls, express mail and telegrams, reproduction or reports, drawings, specifications, bidding documents, and similar Project-related items in addition to those required under Section 1. Any reimbursable expenses not included in the fee estimate (Attachment B) shall be approved by the OWNER before they are incurred by the ENGINEER. Furthermore, OWNER reserves the right to approve any and all reimbursable expenses before payment thereof.

6.1.5. Lump Sum

Lump Sum shall mean the total cost by ENGINEER to complete the full terms of this Agreement as described in Attachment A, "Scope of Services." This cost shall include labor, benefits, taxes, and all other Reimbursable Expenses.

6.2. Basis and Amount of Compensation for Basic Services

6.2.1. The LUMP SUM compensation for Basic Services shall be on the basis of billing rate as defined in 6.1.2. The total estimated cost including Reimbursable Expenses is **$69,585.44** and shall not exceed this amount unless authorized in writing by the OWNER. A breakdown of the LUMP SUM compensation is detailed in Attachment B, "Basis of Compensation."

6.2.2. Payment

Payment (partial payment for lump sum task orders; payment of actual costs incurred for cost-plus task orders) will be made to the ENGINEER on a monthly basis upon submission of a Progress Report/Project Schedule, an invoice stating the percent of completion of each task (for lump sum task orders) or a listing of actual costs incurred (for cost-plus task orders), and appropriate supporting documentation; Invoices shall be in the OWNER's format. The OWNER may withhold retainage on this contract if deemed necessary by the Contract Administrator assigned by the OWNER to this AGREEMENT.

The ENGINEER shall pay subconsultants for work performed within seven (7) days after ENGINEER receives payment from the OWNER for work performed by the subconsultant. This requirement must be incorporated into all subconsultant agreements. Failure to comply with the seven (7) day requirement may cause the OWNER to withhold payments to the ENGINEER and the OWNER may suspend work until the subconsultant is paid.

It shall be the responsibility of the ENGINEER and all subconsultants to keep records of all payments requested and the dates received. The OWNER may request copies of this information in the form of a report.

6.2.3. ENGINEER shall notify OWNER at the time it has reached approximately 25%, 50%, 75% and 90% of the total not-to-exceed estimated cost set out in 6.2.1 above and state approximately what percent of the Basic Services of the design phase of the Project has been completed at that time.

6.3. Additional Services

The amount of compensation for Additional Services shall be on the basis of the billing rate as defined in 6.1.2 or Lump Sum to be agreed upon at time of request for Additional Services. The estimated amount of Additional Services will be determined at the time the Additional Services are requested. Additional services will be provided only upon prior written approval of OWNER and amendment of the Agreement.

6.3.1. Preparation of Invoices
Invoices for Basic and Additional Services and Reimbursable Expenses will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by

ENGINEER monthly. Invoices are due and payable on receipt. Invoices will be based upon total services completed at the time of billing and shall show a detailed breakdown of how services and reimbursable expenses accrued, in form and level of detail satisfactory to OWNER. Each invoice shall contain a statement of the percentage of the design phase of the Project completed and percent of the not to exceed total cost set out in 6.2.1 above spent to date.

6.3.2. Unpaid Invoices

If OWNER fails to make the payment due ENGINEER for services and expenses within thirty (30) days after receipt of ENGINEER's invoice therefore, the amounts properly due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving thirty (30) days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full, all amounts properly due for services, expenses and charges. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

6.3.3. The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER's compensation as reimbursable expenses.

6.3.4. Records of ENGINEER's Direct Labor Costs and Reimbursable Expenses pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. Upon request, copies of the above documents will be made available to OWNER, at no cost to OWNER, within a reasonable period of time.

SECTION 7 - OPINIONS OF COST

7.1. Opinions of Probable Construction Cost

ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment

as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in paragraph 4.6.

SECTION 8 - GENERAL CONSIDERATIONS

8.1. Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. The nonperforming party shall be given a ten (10) calendar day cure period to show progress (satisfactory to the terminating party) after the written notice (delivered by certified mail, return receipt requested) of intent to terminate. In the event of any termination, ENGINEER will be paid for all services properly rendered and reimbursable expenses properly incurred to the date of termination. The OWNER reserves the right to terminate the Agreement for reasons of convenience or if the Project is no longer needed with the same termination conditions previously stated except the ten (10) day cure period. In the event of any termination, Section 8.2 applies to any and all documentation, drawings, reports, calculations, and etc. produced by the ENGINEER up to the date of termination.

8.2. Upon any termination, ENGINEER shall (1) promptly discontinue all Services affected (unless a termination notice from OWNER directs otherwise); and (2) deliver or otherwise make available to OWNER all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.

8.3. Reuse of Documents

All documents, including drawings, specifications, supporting calculations, computer software, etc., prepared by ENGINEER pursuant to this Agreement are instruments of service with respect to this Project and are the property of the OWNER whether the Project for which they are made is executed or not.

The reuse of these documents by others authorized by the OWNER entitles the ENGINEER to no additional compensation as the documents are the property of the OWNER. The OWNER understands that any reuse of the documents on other Projects is at the OWNER's sole risk and without liability or legal exposure to the ENGINEER; and ENGINEER shall be relieved of and OWNER shall to the extent permitted by law, defend, indemnify and hold harmless ENGINEER from any liability whatsoever, including claims for personal injury, property damage or death arising out of or resulting from reuse on other projects.

The OWNER reserves the right to require ENGINEER to submit copies to the OWNER of any Project file information and documentation during and after the completion of the Project with

ENGINEER's compensation being only the direct printing and copying expense and/or direct expenses to copy and supply computer information on a diskette.

The ENGINEER shall retain its rights in its standard drawing details, designs, specifications, data bases, computer software, and any other proprietary property. Rights to intellectual property developed, utilized or modified in the performance of services shall remain property of the ENGINEER.

8.4 General Compliance with Laws
The ENGINEER will comply with all laws, ordinances, and regulations, Federal, State, and local, applicable to the work. Specific attention is directed to North Carolina General Statutes 14-100 (Obtaining Property by False Pretenses) and 136-13.2 (Falsifying Highway Inspection Reports).

8.4.1 Selection of Labor
During the performance of this Agreement, the ENGINEER will not discriminate against labor from any other state, possession or territory of the United States.

8.4.2 Employment Practices

During the performance of this Agreement, the ENGINEER agrees to comply with all applicable provisions of 49 CFR Part 21, 23 CFR Part 200 and Part 230 and the Civil Rights Act of 1964 as amended, and agree as follows:

a. The ENGINEER will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, age, handicap and/or disability. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, age, handicap or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this nondiscrimination clause.

b. The ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, national origin, sex, age, handicap and/or disability.

c. The ENGINEER will comply with all provisions of U.S. Presidential Executive Order No. 11246 as amended by Executive Order 11375, and other Orders and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60).

d. The ENGINEER will furnish all information and reports required by Executive Order No. 11246 as amended by Executive Order 11375, and other Orders, and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60), and

will permit access to his books, records, and accounts by the U.S. Secretary of Labor or Labor Officials for purposes of investigations to ascertain compliance with such rules, regulations and orders.

e. In the event of the ENGINEER'S noncompliance with the nondiscrimination clauses of this Agreement or with any of rules, regulations, or orders referenced hereinabove this Agreement may be canceled, terminated, or suspended in whole or in part, and the ENGINEER may be declared ineligible for further Government contracts or Federally- assisted construction agreements in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375 and other Orders and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60) and such other sanctions may be imposed and remedies invoked as provided in the aforementioned U.S. Presidential Executive Order and regulations or as otherwise provided by law.

f. The ENGINEER will include the provisions of the paragraphs under Section 8.4.2 of this Agreement in every subcontract or purchase order so that such provisions will be binding upon each subconsultant or vendor unless specifically exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to Section 204 of the U.S. Presidential Executive Order No. 11246.

8.4.3 Title VI and Nondiscrimination

Purpose
The purpose of this section is to comply with Federal Requirements under United States Department of Transportation Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21 and 23 CFR part 200. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

a. NCDOT Title VI Assurance *(1050.2A, Appendix A & E)*

i. During the performance of this contract, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the "ENGINEER") agrees as follows:

1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally- assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3) **Solicitations for Subcontractors, Including Procurements of**

Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   a) withholding payments to the contractor under the contract until the contractor complies; and/or
   b) cancelling, terminating, or suspending a contract, in whole or in part.
6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ii. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of

persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal- aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. NCDOT Title VI Nondiscrimination Program (23 CFR 200.5(p))

The North Carolina Department of Transportation (NCDOT) has assured the United States Department of Transportation that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, income-level, sex, age, or excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

i. During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. *(USDOJ Title VI Legal Manual, VI(F))*
ii. Subrecipients (e.g. cities, counties, LGAs, MPO/RPOs) may be required to prepare and submit a Title VI Program to NCDOT, which may include Title VI Nondiscrimination Assurances and/or agreements. Subrecipients must also ensure that their contractors and subrecipients comply with Title VI. *(23 CFR 200.9(b)(7))*
iii. If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action, to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. *(23 CFR 200.9(b)(15))*

8.5. Successors and Assigns

8.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 8.5.2, the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.5.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.5.3. Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

8.6. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

8.7. Severability

If any provision or part of the Agreement is held to be void, invalid, illegal or unenforceable under any law or regulation such void, invalid, illegal or unenforceable provision shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER and this Agreement shall be considered as if such void, invalid, illegal or unenforceable provision had never been included herein.

8.8. Insurance

During the performance of the Services under this Agreement, ENGINEER shall maintain the following insurance:

(1) General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, including explosion, collapse and underground property damage hazards, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than $1,000,000 for each occurrence and not less than $1,000,000 in the aggregate, and with property damage limits of not less than $1,000,000 for each occurrence and not less than $1,000,000 in the aggregate.

(2) Automobile Liability Insurance, covering owned, non-owned, hired vehicles and trailers used in connection with this Project. This insurance shall provide bodily injury and property damages limits of not less than $1,000,000 combined single limit/aggregate.

(3) Errors and Omissions Insurance (Professional Liability) covering the ENGINEER's performance or professional services caused by an error, omission, or negligent act. This insurance shall remain in effect for a minimum of three (3) years after completion of the Agreement and shall provide for professional liability coverage with limits not less than $1,000,000 per claim and a $1,000,000 annual aggregate. For purposes of all provisions of this Agreement relating to errors or omissions or negligent acts of ENGINEER, the term "ENGINEER" shall include the employees and agents of ENGINEER, as well as any consultants or independent contractors selected by and working for ENGINEER.

(4) Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than $100,000 for each occurrence. In case any work is sublet under this Agreement ENGINEER shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This

Agreement shall be void and of no effect unless ENGINEER shall secure and keep in effect during the term of this Agreement the ENGINEER's compliance with the provisions of the Worker's Compensation laws of the State of North Carolina.

ENGINEER shall furnish to the OWNER certificates of insurance for all of the insurance coverages described herein within ten (10) days after this Agreement is ratified and certified copies of any amendments and/or renewals to the policies which occur thereafter. At least thirty (30) days written notice shall be given to the

OWNER prior to any cancellation, modification or non-renewal of any insurance required under this Agreement. Engineer and subconsultants shall be required to include OWNER as additional insureds on their General Liability insurance policies.

8.9. To the extent permitted by law, the ENGINEER shall defend, indemnify and hold harmless OWNER from and against loss, cost, claims, damages and expense, including but not limited to reasonable attorney's fees, which the OWNER may incur, arising out of the performance of the Services for OWNER where such liability is caused by the intentional or negligent act, error or omission of ENGINEER or any person or organization for whom ENGINEER is responsible. The ENGINEER shall be solely responsible for the design phase engineering services within the ENGINEERS scope and for the completeness and accuracy of all documents and supporting data prepared by the ENGINEER, its agents, employees, subcontractors or subconsultants in connection with the design phase of the Project, irrespective of any OWNER approval of the same as more fully set forth in paragraph 1.1.

8.10. Indemnity provisions shall be incorporated into all Project contractual arrangements entered into between OWNER and ENGINEER.

8.11. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of Section 8 shall survive.

8.12. Agreement Form

Headings within the Agreement are for convenience only and do not define, limit, or construe the contents of such sections.

8.13. Americans with Disabilities Act

The ENGINEER shall comply with the provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. To the extent permitted by law, the ENGINEER hereby agrees to defend, indemnify and hold harmless the OWNER from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the

ENGINEER, its contractors and subcontractors, agents, successors, assigns, officers or

employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder.

8.14. Equal Opportunity

In connection with the Services under this Agreement, ENGINEER agrees to comply with the applicable provisions of State and Federal Equal Opportunity Statutes and Regulations.

8.15. OSHA Compliance

The ENGINEER and subconsultants are to comply with the State of North Carolina Occupational/Safety and Health Act and the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Agreement, and to the extent permitted by law, shall defend, indemnify and hold OWNER harmless from and against claims, suits, damages, costs, losses and expenses (including reasonable attorney's fees) in any manner arising out of or connected with the failure of the ENGINEER, its contractors, subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of OSHA of the rules and regulations promulgated thereunder.

8.16. Waiver

No waiver by either party of any default by the other party in performance of any provision of this Agreement should operate or be construed as a waiver of any future default, whether like or different in character.

8.17. ENGINEER understands that OWNER has contracted with it for its expertise in the subject matter of this Agreement and ENGINEER warrants that it knows and is familiar with applicable laws and regulations and has the expertise and facilities necessary to promptly perform the obligations undertaken by this Agreement at the total compensation including reimbursable expense amount described in Section 6.

8.18 Maintenance of Information and Reports

8.18.1 Information

a. All work will be administered and performed in accordance with Federal Aid Policy Guide – 23 CFR 172, the North Carolina Administrative Code, all relevant North Carolina General Statutes and all United States Statutes.
b. Subcontracts exceeding $2,500 which involve the employment of mechanics or laborers shall require the subconsultant to comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC Chapter 37) as supplemented by Department of Labor regulations (29 CFR, Part 5).
c. Subcontracts exceeding $10,000 shall require the subconsultant to comply with all Federal and State Statutes and regulations required in the Agreement.

8.18.2 Availability of Information

a. The ENGINEER will maintain all books, documents, papers, accounting records, and other information pertaining to costs incurred on this project and to make such materials available at its offices at all reasonable times during the contract

period and for three (3) years from the date of final payment for inspection by the OWNER, the Federal Highway Administration or any other authorized representative of the OWNER or Federal Highway Administration. Copies thereof will be furnished to the OWNER and/or Federal Highway Administration if requested. The ENGINEER and any or all subconsultants will use cost principles as described in Federal Acquisition Regulation (48 CFR 1-31), Subpart 1-31.2.

b. The ENGINEER will require all subconsultants to whom a portion of this contract may be sublet to maintain all such books, documents, papers, accounting records, and other information pertaining to cost, and further to require that said subconsultants make these materials available to the OWNER and/or Federal Highway Administration at all reasonable times during the contract period and for three (3) years from date of final payment, and to require said subconsultants to furnish copies of such documents to the OWNER and/or Federal Highway Administration upon request. The ENGINEER will affirmatively enforce this provision of this contract with the subconsultant upon request of the OWNER or the Federal Highway Administration.

c. The ENGINEER shall notify the OWNER in writing of significant changes within the ENGINEER'S firm (e.g., change of name, address, telephone number, project-related personnel changes, etc.). This responsibility includes ensuring the ENGINEER'S qualification paperwork and registration information is current in the OWNER'S files.

8.20 Covenant Against Contingent Fees

The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the OWNER shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

8.21 CERTIFICATION OF ELIGIBILITY Under the Iran Divestment Act

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1) that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2) that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3) that the undersigned is authorized by the Vendor to make this Certification.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at

the address www.nctreasurer.com/Iran and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at *Meryl.Murtagh@nctreasurer.com* or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

8.22 E-Verify

The ENGINEER shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the ENGINEER utilizes a subcontractor in the performance of this Agreement, ENGINEER, shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

8.23 Conflict of Interest

The ENGINEER does hereby certify that they have not entered into and, during the lifetime of this Agreement, will not enter into any agreement with a third-party affording the ENGINEER, or any Subcontractors that they may hire, with any direct or indirect financial interest in the outcome of the project, except with regard to the project development, human and natural environmental and/or engineering services associated with this Agreement.

Pursuant to N.C.G.S. § 133-1, the ENGINEER will not knowingly specify building materials, equipment, or other items that are manufactured, sold or distributed by any firm or corporation in which the designer has a financial interest. Pursuant to N.C.G.S. § 133-2, the ENGINEER will not employ or allow manufacturers or their representatives or agents to write, plan, draw, or make specifications for such public works.

The ENGINEER does hereby certify that it does not have any potential conflict of interest with any entity involved with the project. Any potential conflict of interest shall be disclosed immediately to the OWNER.

SECTION 9 - ATTACHMENTS AND SPECIAL PROVISIONS

9.1. This Agreement is subject to the provisions of the following Attachments which are attached to and made a part of the Agreement:

9.1.1. Attachment A, "Scope of Service," consisting of 11 pages.
9.1.2. Attachment B, "Basis of Compensation," consisting of 31 pages.
9.1.3. Attachment C, "Project Schedule," consisting of 1 page.

This Agreement (consisting of Pages 1 to 15 inclusive, and the Attachments identified above) constitute the entire agreement between OWNER and ENGINEER and supersede any and all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

CITY OF ASHEBORO

_____
John N. Ogburn
City Manager

ATTEST: (Seal)

_____
Holly H. Doerr, City Clerk

ENGINEER:

WETHERILL ENGINEERING, INC.

By: Debora B. Wetherill
Name: Debora B. Wetherill
Title: President

WETHERILL ENGINEERING, INC. CORPORATE SEAL NORTH CAROLINA

ATTEST: (Seal)

By: Edward G. Wetherill
Name: Edward G. Wetherill
Title: Vice President

This instrument has been pre-audited in the manner required by the Local Government and Fiscal Control Act.

This ____ day of _____, 2019.

_____
Deborah P. Reaves
Financial Director

Address for giving notices:

_____
_____
_____

ARTICLE I – Scope of Services

I.1 Description of the Project

The City desires to engage an Engineer to provide professional services required to produce plans and contract documents for improvements along Industrial Park Avenue. The purpose of this project is to provide accommodations for pedestrians. The project includes location surveys, subsurface utility engineering, roadway design, water resources design (including storm water, erosion control, BMP investigations/design, traffic management, pavement marking plans, utility coordination, right of way/easement acquisition and plats, public involvement, and bidding/contract documentation services.

I.2 Description of Services

The Engineer shall provide the engineering services required to design and prepare construction plans, specifications and bid documents for the proposed roadways in accordance with the following:

I.2.1 Survey

All survey services for this project shall be performed in accordance with, and shall conform to, accepted Surveying and Engineering general practices and procedures with the detailed scope of work as set forth and described below.

Limits of survey coverage are described as follows:

(-L-) Line Alignment:

- Industrial Park Avenue – 1,000 LF x 50-foot left and 100-foot right for mapping corridor.

I.2.1.a Property Research/Document Retrieval

The Engineer shall obtain current deeds, maps, plats, and easement documents of record according to the current information of the online City Tax Records in the IMAPS GIS database, for all parcels adjacent to the project and for which right of way acquisition shall be required. Thorough investigations should be made of private developments along the corridor, through the City Planning Department and other means, to properly represent existing, dedicated easements in the project plans. The Engineer shall obtain NCDOT record plans, and other right of way information to assist in the establishment of existing right of way for the roads within the project limits. Engineer shall provide a copy of all property information compiled during this task to the City. There are approximately 4 parcels in the project limits. A complete title opinion is not included in this scope of services. Property owners are to be notified by Wetherill Engineering and obtain a Right of Entry to all properties before commencement of surveys.

I.2.1.b Establish Horizontal and Vertical Control Network

The Engineer shall provide a horizontal and vertical traverse throughout the entire Project. Horizontal Control shall be referenced to North Carolina Geodetic Survey datum, NAD83 2011 adjustment. Control shall consist of a "random baseline traverse" monumented by 18" lengths of #5 rebar with stamped aluminum caps set flush with the ground, or MAG pavement nails where appropriate. Each control point shall have x, y, and z coordinate values.

Vertical Control shall be based upon United States Geodetic Survey NAVD 88 datum. The Engineer shall set benchmarks at 500 to 800-foot intervals throughout the Project. Railroad spikes or Bench Ties to be placed in the base of trees shall be utilized where possible and shall be placed outside of the proposed construction limits. The benchmark locations and descriptions shall be shown on the final plans.

Upon approval of the final alignment by the City and just prior to the advertisement of the Project, the Engineer shall stake the beginning and end points of mainline.

I.2.1.c Pavement Digital Terrain Model

Collect topographic and DTM data by conventional field surveys for use in determining earthwork and property impacts. Topographic data shall include traffic lane markings at intersections. Width of collection will be approximately **150'** feet (50' Lt., 100' Rt.) throughout the project and will be about the existing centerline of **Industrial Park Avenue**.

I.2.1.e Intersecting Street Alignment / Digital Terrain Model

Collect topographic and DTM data for each intersecting street and major driveway within the Project limits previously described above in Survey Limits. Topographic data shall include traffic lane markings at intersections.

I.2.1.d Planimetric Mapping

The Engineer shall field locate and map planimetric information throughout the project limits as described above. Said information shall include, but is not limited to the following:

1. Drives - location, type, and width
2. Buildings - location, type, size, and front corners if within 100 feet of existing right of way.
3. Parking Lots - location and layout
4. Landscape areas, wood lines, and exceptionally large trees and ornamental trees of apparent high value shall be located by species and size.
5. Signs - location, type, and size
6. Fences - location, type, and size
7. Utilities*
    a. Storm drainage - location, size, type, top and invert elevations, inlet and outlet location both inside and one structure outside planimetric limits.

b. Gravity sanitary sewer - location, size, type, top and invert elevations.
c. Water - location, valves (including top of nut elevations where accessible), meters, hydrants, wells, and associated appurtenances.
d. Gas - location, valves, meters, vents and associated appurtenances.
e. Telephone – above ground appurtenances such as poles, pedestals, manholes and vaults (to include subsurface footprint).
f. Overhead utilities - location, poles, guys, markers, pedestals, pole number, equipment, vertical clearance at grade crossings, and type to include power, telephone, cable TV, traffic signal and other telecommunications and communication lines.
g. Underground utilities - location, pedestals, markers, and type to include power, telephone, cable TV, traffic signal and other telecommunications and communication lines.
h. Owner names, addresses, phone numbers and contact persons shall be provided for all utilities when available.

* Locations of non-gravity underground utilities will be based on above ground structures and "Quality Level B/C" horizontal subsurface utility location. Gravity utility (drainage and sanitary sewer) location will be based on above ground appurtenances and visual inspection and depth measurements to determine invert elevations that may be accomplished from the surface. The Engineer will not enter the manhole to determine inverts. Confined space investigation shall be considered Additional Services (Article II).

All final DTM and survey control shall be provided to the Engineer in MicroStation V8i and GEOPAK.

I.2.1.e Centerline Staking

Alignment staking will be provided in one (1) phase: final. Upon approval of final alignment by the City, just prior to the bid phase of the Project, three points of the approved design centerline alignment will be staked with semi-permanent stakes, one point near the beginning of the project, one near the mid-point of the project, and one near the end of the project.

I.2.1.f Boundary Ties and Existing Boundary Mapping

Locate the existing right of way and recorded easements as available by reference in the online City of Asheboro Tax Records in the IMAPS GIS database for all roadways within the project limits. NCDOT record plans will be used to establish right of way for the NCDOT roads within the project and City of Asheboro roadway plans or existing plats will be used to establish right of way on city owned or maintained roads. A complete title opinion or obtaining a Right of Way Abstract from NCDOT or the City of Asheboro is not included in this scope of services.

Recon and locate a sufficient number of property corners on approximately 4 properties to accurately show the affected property boundary limits in accordance with the recorded deeds and plats.

Complete boundary surveys required on any parcel shall be considered Additional Services (Article II).

I.2.1.g Right of Way Exhibits Preparation

The Engineer shall prepare exhibits for use in the conveyance of easements and rights-of-way necessary for the construction of the Project. It is estimated that 2 parcels shall be affected by new right of way takes and shall require approximately 2 exhibits to fully map the property impacts throughout the Project. Exhibits shall be prepared at a scale of 1" = 40' for the small parcels. The larger parcels will utilize a scale of 1"=40' and show the front property line, the property required for the project, and the two front property corners. The exhibits shall include proposed right of way, permanent and temporary drainage, utility and construction easements and shall be provided on 8.5" x 14" in Adobe Acrobat (.PDF) format.

The first preliminary exhibit submittal shall be included with the 65% design submittal. The second preliminary submittal shall occur after completion of the initial round of negotiations with property owners. Final exhibit submission shall be in accordance with the schedule developed by the City and Engineer. Three copies of the final exhibits shall be submitted for property acquisition and recordation. It shall be the responsibility of the Engineer to coordinate with the City's Planning Department to review exhibits, copying the City's project engineer on all correspondence. Upon the completion of recording, one copy is to be retained by the Randolph County Register of Deeds, one copy by the City of Asheboro, and one copy by the Engineer bearing Randolph County's recordation information and the Register of Deeds signature. Property owner information, to include but not be limited to, owner's name, parcel number, tax identification number and property acquisition areas shall be provided at such times as requested by the City. The aforementioned property owner information shall be provided to the City in electronic format. One color-coded copy of the right of way plats shall be furnished to the City after approval of the initial draft submittal and any associated changes.

I.2.1.h Right-of-Way and Easement Monumentation

During land acquisition by Engineer's Sub-Consultant (Professional Property Services), the Engineer shall stake the proposed right-of-way and easements as required by the Standards of Practice for Land Surveying in North Carolina, set forth and published by NCBELS. The right-of-way shall be temporarily staked using semi-permanent materials to allow Sub-Consultant's staff to adequately meet with each property owner. Following completion of acquisition of the proposed rights-of-way, including any changes required due to the land acquisition process, the right-of-way shall be permanently monumented by placing 18 inch lengths of #5 rebar at all breaks in the right-of-way and at intersections of the proposed right-

of-way with existing property lines. Permanent Drainage Easements shall also be monumented with #5 rebar. All other easements shall be monumented with semi-permanent materials. Revisions to the right of way and easements staking are included in this item.

Restaking of permanent right of way and easement points will be performed at the rate of **$480.00** per parcel. Restaking of temporary right of way and easement points will be performed at the rate of **$240.00** per parcel.

I.2.1.i Subsurface Utility Designation and Location Services

No subsurface utility services will be provided under this contract by the engineer. If subsurface utility services are required this work will be deemed as being supplemental.

I.2.1.l Subsurface Utility Location (Vacuum Excavation)

No subsurface utility services (vacuum excavation) will be provided under this contract by the engineer. If subsurface utility services (vacuum excavation) are required this work will be deemed as being supplemental.

I.2.1.m Survey Delivery Items

The Engineer shall compile and plot all planimetric, subsurface utility information, and property line information at a scale of 1 inch equals 40 feet. This mapping shall be delivered in MicroStation file format for use in the development of final design plans. Drawing element symbology and text sizes shall follow North Carolina Department of Transportation standards.

The Engineer shall provide Digital Terrain Model in a 3-D digital radial break-line survey format with x, y, and z digital coordinate information for each survey point, break-line, and triangular irregular network (TIN) line.

The Engineer shall provide field data collector files, copies of field notes, x, y, z ASCII point files, deeds, and plat information in a survey notebook format.

The Engineer shall provide the City with one electronic copy of all deeds and plats obtained during the courthouse research.

Right-of-Way Acquisition Exhibits - Refer to paragraph I.2.1.g of this Agreement.

Any re-establishment and/or staking of more than three points of the initial control traverses and alignments lost due to project delays, periods of inactivity, vandalism or construction associated with this project, so long as these causes are outside the control of the Engineer, shall be considered additional services and compensated in accordance with Article II of this contract.

I.2.2 Traffic Data Collection and Traffic Report
No traffic analysis report or data collection is required at this time by the engineer. If required this will be deemed as supplemental to the contract.

I.2.3 Preliminary Design (25% Plans)
During this phase the Engineer will prepare 25% design plans. Other tasks include natural resource investigation and report, and coordination with the State Historic Preservation Office to identify any known cultural resources present along the roadway, if applicable.

The Engineer will coordinate with the State Historic Preservation Office to request information regarding the presence of any known cultural resources along the roadway. A Cultural Resources Report is not anticipated to be prepared.

All design shall be in conformance with AASHTO and NCDOT design criteria and standards except as may be modified by the City. Preliminary design plans shall consist of preliminary roadway plans and preliminary cross sections. The design shall include preliminary line, grade, cross sections, and intersection layout. Preliminary design plans shall be developed to the stage at which approximately 25% of the roadway design for the Project is complete. The Engineer shall submit one (1) hard copy set of plans and one (1) electronic set in PDF format to the City, and one (1) hard copy each to all private utilities involved in the project.

The Engineer shall prepare preliminary roadway plans on plan and profile sheets at a scale of 1"= 40' horizontal and 1" = 4' vertical. The Engineer shall prepare preliminary cross sections at a scale of 1" = 10'.

The Engineer shall also develop an Opinion of Probable Construction Cost to be submitted to the City along with the preliminary design plans.

I.2.4.a Storm Drainage, Hydraulic Design, Erosion Control Plans and Permits
Upon approval of 25% plans, the Engineer shall perform final drainage studies, designs and field reconnaissance in accordance with the requirements of the City and the latest revision of "Guidelines for Drainage Study and Hydraulic Design" by NCDOT.

The Engineer will conduct a site investigation to identify existence of streams, wetland areas. The Engineer will obtain hydraulic survey data sufficient to determine requirements for all hydraulic related structures and location/condition of all outfalls.

If required, the Engineer will prepare any environmental permit drawings and permit applications to address any related impacts to adjacent streams, wetlands, or riparian buffers associated with the Project. All review fees and/or permitting fees required by will be paid by the City or reimbursed to the Engineer at cost.

I.2.4.b Natural Resource Assessments

The engineer's subconsultant, (Carolina Ecosystems, Inc.) will investigate the corridor defined in the survey scope above for natural resources including Clean Water Act wetlands and streams and federally listed threatened or endangered species habitat. It is assumed that no habitat for these species will be present on site, and no formal surveys will be required.

Requests for jurisdictional determination will be sent to the NC Division of Environmental Quality and US Army Corps of Engineers respectively, if needed. A site meeting with the agencies will be held if requested.

An NCDOT Natural Resources Field Scoping Meeting (FSM) checklist will be completed as appropriate for the project to document natural resources in the study area.

I.2.5 Geotechnical Subsurface Investigations

No geotechnical subsurface investigation is required at this time by the engineer. If required this will be deemed as supplemental to the contract.

I.2.7 Utility Coordination

I.2.7.a Coordination of Utilities

No coordination of utilities is required at this time by the engineer. If required this will be deemed as supplemental to the contract.

I.2.7.b Street Lighting

No street lighting is required at this time by the engineer. If required this will be deemed as supplemental to the contract.

I.2.7.c Utility Design

No utility design is required at this time by the engineer. If required this will be deemed as supplemental to the contract.

I.2.8 Final Design Phase

The Engineer shall develop final plans and project special provisions in sufficient form and detail for the City to let construction contracts. All final designs for the Project shall conform to the appropriate current AASHTO specifications, the current practices of NCDOT, and the requirements of the City.

Plans shall be developed using MicroStation V8i and GEOPAK software. Final design plans shall include roadway and sidewalk design and details, construction traffic control plans, pavement marking plans, erosion control notes and details, utilities by others plans, utility construction plans (if required), signal designs, signing plans, and material quantities; and shall identify existing right-of-way, proposed right-of-way, permanent and temporary drainage easements, slope

easements, utility easements, and temporary construction easements sufficient to encompass all improvements.

I.2.8.a 65% Plans

The Engineer shall produce the roadway plans with a horizontal scale of 1" = 40'. All existing roadways, structures, utilities, and other items affected by the project shall be shown in addition to the proposed construction. The plans shall include horizontal geometrics, pavements, drainage layout and calculations, right-of-way easements, property lines, typical sections, traffic control plans, pavement marking plans, erosion control notes and details, and special details. All handicap ramps shall be drawn to scale and a callout to the appropriate type/number to be used.

All drainage and erosion control calculations shall be submitted with the 65% design plans by the Engineer for City approval.

The Engineer shall furnish one (1) hard copy sets of 65% plans and one (1) electronic set in PDF format to the City. Sufficient copies of the plans and other design data shall be submitted to the City to allow detailed review.

Upon incorporation of comments and completion of the 65% plans and approval by the City, the Engineer shall furnish one (1) electronic set of construction drawings in PDF format and one (1) hard copy set, an updated Opinion of Probable Construction Cost (including estimated right-of-way acquisition costs based upon cost data provided by the City), bid quantities, and project special provisions.

I.2.8.b Traffic Signal Design Plans

No traffic signal design is required at this time by the engineer. If required this will be deemed as supplemental to the contract.

I.2.8.c Construction Traffic Control and Pavement Marking Plans

The Engineer shall prepare construction traffic and pedestrian control plans, which shall indicate how vehicular and pedestrian traffic is to be maintained during construction of the Project. NCDOT Roadway Standard Drawings shall be referenced in the traffic control plans, but shall not be detailed as a part of the traffic control plans. The **Public Rights-Of-Way Accessibility Guidelines (PROWAG)** will be referenced when developing the pedestrian traffic control plan. Development of these plans shall consider required phasing of the private utility companies' relocation designs, if any, during construction. These plans shall be prepared concurrently with the final design plans so as not to delay submission of all final construction documents.

The Engineer shall develop pedestrian safety plans and permanent pavement marking plans. The Engineer is responsible for warning regulatory signs and the City is responsible for street name markings. The Engineer and the City shall collaborate on the location of parking signage and marking.

I.2.8.d Erosion Control Plans

The Engineer shall show erosion control measures and special details not shown in the Erosion Control Manual on a separate set of reproducibles in the roadway plans. Following an initial review by the City, the Engineer shall submit erosion control plans to the Regional Engineer for North Carolina Department of Environmental Quality (NC DEQ) for review and approval of the erosion control plans prior to approval of the final roadway plans by the City. The City will be responsible for signing and notarizing the NC DEQ Financial Responsibility Form for the project. The Engineer will pay NC DEQ review fees and be reimbursed by the City.

In addition, the Engineer shall obtain a Stormwater permit, which will require submittal of four (4) sets of plans to the City for review/approval. This submittal should follow approval from NC DEQ. The Engineer shall specifically note the City requires all sediment traps to be designed for the 25-year storm event, which exceeds the requirements by NC DEQ. City contact person, Sean Eggleston (828) 757-2186

1.2.8.e Landscape Plans

No landscape plans will be provided under this contract by the engineer. If landscape plans are required this work will be deemed as being supplemental.

I.2.8.f Final Structure Plans and Railroad Agreement

No structure plans will be developed under this contract by the engineer. If structure plans are required, this work will be deemed as being supplemental

I.2.8.g Final Construction Plans and Contract Documents

The Engineer shall complete the final construction plans, incorporating and resolving all comments from the field plan inspection. The plans shall include roadway and sidewalk design details, traffic control plans, pavement marking plans, erosion control notes and details, quantity summaries, and special detail drawings required together with general notes. The Engineer shall furnish one (1) hard copy sets of 100% final construction plans and one (1) electronic set in PDF format to the City for approval.

After plans are executed by City staff, the Engineer shall furnish to the City (1) CD with electronic plans and contract documents (in PDF format), (1) set of sealed project plans (1 full-size), (1) hard copy set of sealed contract documents which shall include, but not be limited to, contract proposal bid forms, quantities, specifications, special provisions, bond forms, and other necessary documents including a quantity takeoff notebook. The Project Schedule of Prices shall be prepared in Microsoft Excel format for distribution to potential bidders.

The Engineer shall prepare and furnish to the City a final Opinion of Probable Construction Cost based on the final bid items in the contract proposal. This task shall include any required addendum(s) to address project questions and clarifications throughout the bidding process, including plan sheet and contract

revisions. Any revisions resulting from the addendum(s) shall require an updated Opinion of Probable Construction Cost.

The Engineer will participate in a pre-construction meeting to be conducted by the City. The Engineer will take minutes of the meeting and provide to the participants.

I.3 Plan Scale

The Engineer shall furnish all roadway plan sheets drawn to a 1" = 40' horizontal scale.

1.4 Meetings, Coordination, and Project Management

I.4.1 Coordination with NCDOT

The Engineer shall coordinate all services rendered with NCDOT with respect to present and known future highway improvements which may conflict with the Project. The Engineer shall prepare an Encroachment Agreement and submit to NCDOT for approval.

I.4.2 Meetings and Coordination

The Engineer shall make available, at reasonable times, responsible staff members to meet with City staff, via conference calls, to review the content and progress of the Project. The Engineer shall also make available responsible staff members to attend up to **12** monthly progress meetings (Conference Call), (1) Pre-Bid Meeting to be conducted by the City, (1) Bid Opening Meeting and (1) Pre-Construction Meeting (Conference Call) to be conducted by the City. The Engineer shall also make available responsible staff members to attend meetings to review the plans with NCDOT and other permitting agencies as required , via conference calls. The Engineer shall compile notes of the above meetings as requested by the City and provide to all invited attendees.

The Engineer shall provide routine project management and administration activities, including monthly progress reports, project letters/correspondence, and subconsultant coordination through the anticipated **12-month** duration. The Engineer shall also make available any information to assist City staff in keeping the City's project web site updated throughout the project.

I.5 MicroStation/GEOPAK

The Engineer shall prepare all plan sheets through a computer aided drafting and design system. At the time of delivery of project plans for bidding, the Engineer shall furnish to the City the final MicroStation/GEOPAK (Version 8i) design files, as represented by the final construction plans, excluding any extraneous working files.

For purposes of this subsection, the City shall indemnify and hold harmless the Engineer, its related entities, subconsultants, successors and assigns, and for the foregoing, its directors, officers and employees from all liability, costs and legal fees arising out of the use of any documents or electronic data produced by Engineer and subconsultants that are

not final and complete, or the use of documents or electronic data for any use other than the original intended purpose.

ARTICLE II - Additional Services

II.1 It is not anticipated between the City and Engineer that the Engineer shall perform any services under the Agreement except as set forth in Articles I and III. If requested in writing by the City and accepted by the Engineer, the Engineer shall furnish or obtain from others Additional Services, which are not included under Article I. The Additional Services shall be paid for by the City at rates to be agreed upon by the City and the Engineer in writing. Equitable adjustments shall be made to the time of completion for the Additional Services.

ARTICLE III - Alternate Services

III. 1 None

Attachment B

Version 2016 (1.10) RJS LEP

OVERALL SUMMARY

TIP NUMBER	EB 5462	
WBS NUMBER(s): Note 1: Populators from "Acct Initiation Request" worksheet tab. Note 2: Firm team, fill out WBS Number(s) section only on this "Acct Initiation Request" worksheet tab. Note 3: DOT team, the Project Manager fills out the entire "Acct Initiation Request" worksheet tab.		**1ST STEP FOR FINAL ESTIMATE (SEE BELOW)**
COUNTY	Randolph	READY TO COMPLETE FINAL ESTIMATE?
TASK ORDER NUMBER *(If applicable)*		ENTER A '1' IF YES →
FA NUMBER *(If applicable)*		THEN CLICK THE BUTTON TO THE RIGHT
ESTIMATE SUBMITTAL NUMBER *(Version Control-if needed) (Ex. Initial/V2 (Initial estimate version 2))*		
OTHER PROJECT IDENTIFIER INFORMATION *(If needed)*		
DESCRIPTION *(List the project parameters, where the project starts and stops)*	EB 5462 Randolph Community College (RCC) Public Sidewalk Improvements	
DISCIPLINE USED *(List each discipline that will be involved in this project)*	Roadway Work Zone Traffic Control (WZTC) Hydraulics Erosion Control Location Surveys PDEA-Planning PDEA-NES Utilities Coordination	

DISCIPLINE		INITIAL			FINAL		
ITEM		MD	COST	COST/MANDAY	MD	COST	COST/MANDAY
Roadway		32.375	$ 30,677.27	$ 947.56			
	Direct Costs		$ 230.44				
Work Zone Traffic Control (WZTC)		4.375	$ 3,802.18	$ 822.18			
	Direct Costs		$				
Hydraulics		9.125	$ 8,816.53	$ 965.20			
	Direct Costs		$ 60.00				
Erosion Control		5.000	$ 4,803.32	$ 960.08			
	Direct Costs		$				
Location Surveys		22.625	$ 12,155.18	$ 537.09			
	Direct Costs		$ 971.38				
PDEA-Planning		6.250	$ 6,512.34	$ 1,041.87			
	Direct Costs		$ 47.60				
PDEA-NES		2.000	$ 1,129.00	$ 560.00			
	Direct Costs		$ 101.50				
Utilities Coordination			$				
	Direct Costs		$				
Grand Total - All Disciplines		81.750	$ 68,288.44		$	$	

Labor Overhead & Fee

MANAGING DOT UNIT: Division 4

ENGINEERING FIRM: Wetherill Engineering

ENGINEERING FIRM CONTRACT NUMBER: _____ CONTRACT TYPE: Limited Services Contract PAYMENT TYPE: LUMP SUM

SCOPE/MANDAY ESTIMATE PREPARED BY: Eric Mey DATE: February 28, 2018

SCOPE/MANDAY ESTIMATE APPROVED BY: _____ DATE: _____

REASON FOR SUPPLEMENTAL:
(If this is a supplemental to the original Scope of Services, state reason for supplemental.)

PO NUMBER *(If Available)* _____ SUPPLEMENTAL NUMBER *(If Applicable)* _____

TIP NUMBER: F8-0882
WBS NUMBER(s):
COUNTY: Randolph

DESCRIPTION: F8-0882, Randolph Community College (RCC) Public Sidewalk Improvements

DISCIPLINE(S) SELECTED: Roadway Work Zone Traffic Control (WZTC) Hydraulics Erosion Control Location Surveys PDEA-Planning PDEA-NES Utilities Coordination

PRIMARY CONSULTANT OR NCDOT UNIT: ENTER PRIMARY CONSULTANT NAME OR NCDOT UNIT/DIVISION

STANDARD FEE IS 0% UNLESS APPROVED

DISCIPLINE (Unit(s) selected to complete the scope & manday estimate(s) for this project. These are the same units which were selected on the "DISCIPLINE SELECTION" worksheet.)	CLASSIFICATION (List the consultant name that is being selected to compare scope and manday estimates with NCDOT for this DISCIPLINE. Indicate the classification or classification equivalent of each employee that will be involved in the scope of this project.)	EMPLOYEE NAME / INITIALS Format: (First Name Initial, Last Name Initial) Name as submitted to NCDOT i.e. (JH) John Hancock III (List the name of each employee that will be involved on this project next to their respective classification or classification equivalent. This field is optional if an NCDOT unit is indicated in row 18. All firms will need to document this unless the raw hourly rate in the contract is based on the classification.) Note: Just initials will populate on the following sheets. i.e. (JH)	RAW HOURLY RATE (For Consultants, this is the rate approved by NCDOT for the employee indicated and the consultant name indicated OR the classification rate contracted. For NCDOT units, this is the rate approved for the classification or employee name indicated.)	OVERHEAD (This is the rate approved by NCDOT for the consultant indicated in column C for this DISCIPLINE.)	FEE (This is the rate approved by NCDOT for the consultant indicated in column C for this DISCIPLINE.)	Cost of Capital (This is the rate approved by NCDOT for the consultant indicated in column C for this DISCIPLINE.)
Roadway	Wetherill Engineering			135.15%	0.00%	1.0000%
For Roadway if needed, List Additional Classifications	PROJECT ENGINEER	BM	$ 79.08			
	PROJECT ENGINEER	BM, GP, JH	$ 64.66			
	DESIGN ENGINEER	GP, SK, JH	$ 53.52			
	DESIGN ENGINEER	SK, RO	$ 47.80			
	SENIOR TECHNICIAN	SK, TD, MM	$ 37.31			
	SENIOR TECHNICIAN	JP	$ 28.09			
Work Zone Traffic Control (WZTC)	Wetherill Engineering			135.15%	0.00%	1.0000%
	TES II	EW	$ 91.70			
	TES III	BM	$ 79.08			
	TES II	JG, GP, BM	$ 65.22			
	TE III	JH, JG	$ 48.41			
	TE II	SK, JP, MT	$ 36.47			
	TE I	JP, MM, BC	$ 28.43			
Hydraulics	Wetherill Engineering			135.15%	0.00%	1.0000%
	ESA	MP	$ 80.40			
	EA	JG, JL	$ 66.09			
	EJ	JL, KA, AP	$ 58.65			
	EC	AP, MH, KA	$ 50.18			
	ETJ	MH, HS, TD	$ 37.30			
	ETC	PH, FB, JP	$ 29.01			
Erosion Control	Wetherill Engineering			135.15%	0.00%	1.0000%
	PROJECT MANAGER	MP	$ 80.40			
	PROJECT ENGINEER	JG, JL	$ 66.09			
	DESIGN ENGINEER	JL, KA, AP	$ 58.65			
	SENIOR TECH.	AP, MH, KA	$ 50.18			
	TECH. / DRAFT	MH, HS, TD	$ 37.30			
	TECH. / DRAFT	PH, FB, JP	$ 29.01			
Location Surveys	Wehterill Engineering			135.15%	0.00%	1.0000%
	Project Engineer Manager	TA	$ 81.99			
	Project Survey Supervisor	TA, RM, BT	$ 52.08			
	Advanced Survey Coordinator	RM, BT, AM	$ 37.36			
	Survey Crew Leader	EP, PF, LP, MC, NP	$ 25.83			
	Assistant Survey Crew Leader	AM	$ 29.33			
	Survey Crew Member	GL, TH, MT, WL, BG	$ 19.00			
PDEA-Planning	Wetherill Engineering			135.15%	0.00%	1.0000%
	Section Head (E/A Man. -C)	EW	$ 91.70			
	Group Leader (E/A Sup. -A)	GP, DD	$ 62.32			
	Project Engineer (E-A)	GP, JH	$ 56.37			
	Project Engineer (E-J)	SK, JH, RO	$ 45.26			
	Project Engineer (E-C)	SK, JP	$ 36.03			
	GIS Technician (ET-I)	JP, MM	$ 28.06			

TIP NUMBER: EB-5862
WBS NUMBER(S):
COUNTY: Randolph

DESCRIPTION: EB-5862: Randleman Community College (NCC) Public Transit Improvements

DISCIPLINE(S) SELECTED: Roadway; Work Zone Traffic Control (WZTC); Hydraulics; Erosion Control; Location Surveys; PDEA-Planning; PDEA-NEB; Utilities Coordination

PRIMARY CONSULTANT OR NCDOT UNIT: ENTER PRIMARY CONSULTANT NAME OR NCDOT UNIT/DIVISION

STANDARD FEE IS 9% UNLESS APPRO

DISCIPLINE (Unit(s) selected to complete the scope & manday estimate(s) for the project. These are the same units which were selected on the "DISCIPLINE SELECTION" worksheet.)	CLASSIFICATION (List the consultant name that is being selected to compare scope and manday estimates with NCDOT for this DISCIPLINE. Indicate the classification or classification equivalent of each employee that will be involved on the scope of this project.)	EMPLOYEE NAME[/ INITIALS Format: (First Name Initial, Last Name Initial) Name as submitted to NCDOT i.e., (JM) John Hancock III (List the name of each employee that will be involved on this project next to their respective classification or classification equivalent. This field is optional if an NCDOT unit is indicated in row 18. All firms will need to document this unless the raw hourly rate in the contract is based on the classification.) Note: last initials will populate on the following sheets. i.e. (JH)	RAW HOURLY RATE (For Consultants, this is the rate approved by NCDOT for the employee indicated and the consultant name indicated OR the classification rate contracted. For NCDOT units, this is the rate approved for the classification or employee name indicated.)	OVERHEAD (This is the rate approved by NCDOT for the consultant indicated in column C for this DISCIPLINE.)	FEE (This is the rate approved by NCDOT for the consultant indicated in column C for this DISCIPLINE.)	Cost of Capital (This is the rate approved by NCDOT for the consultant indicated in column C for this DISCIPLINE.)
PDEA-NEB	Carolina Ecosystems, Inc.			0.00%	0.00%	0.0000%
	Group Leader (EPS - III)	[MAP] Phil Map	$ 100.00			
	Env. Supervisor (EPS-2)	[CH] Chris Hooper	$ 90.00			
	Env. Inv. Specialist (ES3)	[RC] Rob Crowder	$ 48.00			
	Env. Specialist (ES1)	[PB] Preston Butler	$ 55.00			
Utilities Coordination	Wetherill Engineering			139.13%	9.00%	1.0000%
	Utility Coordination Supervisor	[MA, MZ]	$ 66.32			
	Senior Utility Coordinator	[GF, JH]	$ 57.46			
	Utility Coordinator	[ML, JH]	$ 45.63			
	Senior Technician	[JH, JS, SS]	$ 37.32			
	MISCELLANEOUS	[JL, SL]	$ 32.56			
	MISCELLANEOUS	[P BC]	$ 27.82			
	MISCELLANEOUS					

ROADWAY PROJECT DATA

TIP NUMBER : EB-5882 ESTIMATE SUBMITTAL NUMBER :

WBS NUMBER :

FA NUMBER :

COUNTY : Randolph

DESCRIPTION : EB-5882, Randolph Community College (RCC) Public Sidewalk Improvements

DISCIPLINE(S) SELECTED : Roadway Work Zone Traffic Control (WZTC) Hydraulics Erosion Control Location Surveys PDEA-Planning PDEA-NES Utilities Coordination

CONSULTANT : Wetherill Engineering

(ENGLISH UNITS)

TYPE OF FACILITY (Y/N) :	
BRIDGE PROJECT	N
2 & 3-LANE SHOULDER	N
3-LANE C&G	N
MEDIAN DIVIDED	N
DIVIDED WITH RAISED MEDIAN	N
SUPERSTREET	N

DESIGN LENGTHS:	UNIT: FEET
-L-	1,000
DETOURS	
-Y- LINES > 300'	
RAMPS, LOOPS, FLYOVERS, C-D's	
SERVICE ROADS	
TOTAL C&G SECTION	
TOTAL SHOULDER SECTION	1,000

SCALE :	UNIT:	FEET	
PLAN	1" =	40	
PROFILE	1" =	40	H
PROFILE	1" =	10	V
X-SECTIONS	1" =	5	

PUBLIC HEARING / WORKSHOP (Y/N) :	
PREPARE MAP	N
ATTEND MAP REVIEW MEETING	N
ATTEND HEARING / WORKSHOP	N
OVERNIGHT STAY	N
ATTEND POST PUBLIC HEARING MEETING	N

DESIGN EXCEPTION PACKAGE (Y/N) :	N

CAPACITY ANALYSIS (Y/N) :	N

CONSTRUCTION PHASING NARRATIVE (Y/N) :	N

WALLS REQUIRING ENVELOPE	UNIT: FEET
NOISE	0
RETAINING (ROADWAY PAY ITEM)	0

NUMBER OF FIELD INSPECTIONS :	0
OVERNIGHT STAY (Y/N)	N

PLAN PREPARATION STAGE (Y/N) :	
R/W	Y
LET	Y

NUMBER OF TYPICAL SECTIONS :	
BASIC SHOULDER (2 & 3 LANES)	2
BASIC CURB & GUTTER (3 LANES)	
MEDIAN SHOULDER (4 LANES & UP)	
MEDIAN CURB & GUTTER (4 LANES & UP)	

NUMBER OF :	
-Y- LINES > 300'	0
-Y- LINES < 300'	0
RAMPS, LOOPS	0
FLYOVERS, C-D's	0
GORE AREAS	0
SERVICE ROADS	0
DRIVEWAYS >100' (REQUIRES GRADE)	0
BRIDGE SITES OVER ROADWAYS	0
BRIDGE SITES OVER WATERWAYS	0
WALLS	0
PARCELS	0
SUB-CONSULTANTS	0

NUMBER OF AT GRADE INTERSECTIONS :	
4 LEG (WITH BULB)	0
4 LEG (WITHOUT BULB)	0
T (WITH BULB)	0
T (WITHOUT BULB)	0
ROUNDABOUT	0
LEFTOVER	0

NUMBER OF INTERCHANGES :	
DIAMOND	0
CLOVERLEAF	0
SPUI	0
DDI	0
MULTILEVEL	0

NUMBER OF PLAN SHEETS :	
-L-	1
-Y-	0
SERVICE ROADS	0
DETOURS	0
INTERCHANGE DETAIL	0

NUMBER OF X-SECTIONS PER SHEET :	6

Roadway Manday Estimate

EB-5862 TIP NUMBER

Wethenill Engineering FIRM

PROJECT PHASE	TOTAL EMPLOYEE CLASSIFICATION	MANDAYS BM PROJECT ENGINEER	BM PROJECT ENGINEER	GP DESIGN ENGINEER	SK DESIGN ENGINEER	SK SENIOR TECHNICIAN	JP SENIOR TECHNICIAN				NOTES:
PRELIMINARY STAGE	MANDAYS										
Project Familiarization											
Prepare Design Assumptions & submit for review											
Revise and submit Final Design Assumptions							0.50				
Prepare Title Sheet	0.50										
Prepare Typical Sections and incorporate Pavement Design	0.38				0.13	0.25					
Prepare Preliminary Horizontal Layout for -L-	0.75				0.25	0.50					
Prepare Preliminary Horizontal Layout for -Y- (>300'), Service Roads, Loops, Ramps											
Prepare Preliminary Horizontal Layout for Detours											
Prepare Existing and Proposed Profile for -L-	0.13					0.13					
Prepare Existing and Proposed Profile for -Y- (>300') Service Roads, Loops, Ramps											
Prepare Existing and Proposed Profile for Detours											
Prepare Preliminary Earthwork & Summary	0.19				0.06		0.13				
Prepare Plan Sheets	0.19				0.06		0.13				
Prepare Profile Sheets	0.19				0.06		0.13				
Intersection Layout - Cross "T" Bulb, etc.											
Intersection Sight Distance Studies											
Prepare design for Short Y-Lines (< 300') and Long Driveways (> 100') (Plan & Profile)											
Prepare Design Exception Checklist											
Interchange Design (Itemized as follows):											
Ramp Grade Control Calculations											
Shear Point Layout											
Horizontal & Vertical Clearance Calculations											
Sight Distance Studies											
Gore Areas, design and draft											
Prepare 15% Submittal Package											
Revise plans after 15% comments											
Structure Recommendations											
Initial R/W & Easements on Plans	0.19				0.06		0.13				
Prepare Preliminary Submittal Package	0.50					0.50					
Attend Preliminary Review Meeting (2 people max)											
Revise plans after 25% Review Meeting and submit revised plans	0.75				0.25		0.50				
Prepare Project Related Correspondence	0.50			0.50							
Coordinate with Subconsultants & DOT Units	0.50			0.50							
Construction Phasing (Narrative)											
Service Road Study											
Prepare Capacity Analysis											
Corridor Modeling (Use Total from Supplemental Corridor Modeling Sheet)	1.00				0.50	0.50					
Public Hearing:											
Prepare and submit Public Hearing Map for review											

Attachment B

Revise and submit map based on comments from the Consultant Coordination Section											
Attend Hearing Map Review Meeting (2 people max.)											
Revise after Review Meeting and submit for distribution											
Attend Public Hearing or Workshop											
Attend Post Public Hearing Meeting (2 people max.)											
Miscellaneous Items:											
TOTAL PRELIMINARY STAGE MANDAYS	5.75			1.00	1.38	1.88	1.50				

6

PROJECT PHASE	TOTAL	MANDAYS									
	CLASSIFICATION	PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	DESIGN ENGINEER	SENIOR TECHNICIAN	SENIOR TECHNICIAN				
FDFI / CFI STAGE	MANDAYS										NOTES:
Incorporate Final Pavement Design & Revise Typical Sections (Not on "B" Projects)											
Incorporate Geotechnical Recommendations											
Plot Hydro on Plans, Profiles, and X-sections	0.50					0.50					
Design and Draft Special Details	0.75				0.25		0.50				
Refine Right of Way and Easements on Plans	0.38				0.13		0.25				
Provide Quantities	3.00			0.50		1.00	1.50				
Prepare Pre-FDFI / CFI Plan Package and submit for review											
Revise and submit Plans after Pre-FDFI / CFI Plan Review											
Attend FDFI / CFI Meeting											
Revise Plans after FDFI / CFI Meeting											
Prepare Project Related Correspondence	0.50				0.50						
Coordinate with Subconsultants & DOT Units	0.50				0.50						
Prepare Wall Envelopes											
Prepare Design Exception Package (If DE is needed)											
Miscellaneous Items:											

TOTAL FDFI / CFI STAGE MANDAYS	5.63			0.50	1.38	1.50	2.25				

PROJECT PHASE	TOTAL	MANDAYS									
	CLASSIFICATION	PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	DESIGN ENGINEER	SENIOR TECHNICIAN	SENIOR TECHNICIAN				NOTES:
RIGHT OF WAY STAGE	MANDAYS										
Prepare Pre-Right of Way Plan Package and submit for review	0.50					0.50					
Revise Plans after Pre-Right of Way review	0.50					0.50					
Prepare Final Right of Way Plan Package	0.50			0.25		0.25					
Prepare Project Related Correspondence	0.50		0.50								
Coordinate with Subconsultants & DOT Units	0.50		0.50								
Update Preliminary Quantities for R/W Estimate	1.00			0.25			0.75				
Prepare Strip Maps (Only on C/A Projects)											
Miscellaneous Items:											
TOTAL RIGHT OF WAY STAGE MANDAYS	3.50		1.00	0.50		1.25	0.75				

PROJECT PHASE	TOTAL	MANDAYS									
	CLASSIFICATION	PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	DESIGN ENGINEER	SENIOR TECHNICIAN	SENIOR TECHNICIAN				NOTES:
PLFI & 90% STAGE	MANDAYS										
Incorporate Right of Way Revisions; Initial Property Owner Contacts, etc.											
Prepare and submit Pre-PLFI Plans for review											
Revise and submit PLFI Plans											
Prepare 90% Package for Submittal (Itemized as follows):											
Prepare Final Quantity Computations & SAPW File	1.00			0.25		0.25	0.50				
Prepare Earthwork Summary and Balance Card											
Prepare Guardrail Summary											
Prepare Pavement Removal Summary											
Prepare Drainage Summary	0.25						0.25				
Prepare Parcel Index Sheet											

Attachment B

Prepare Index of Sheets, General Notes, List of Standards, List of Special Provisions, Cost Based Estimate Quantity Breakdown	0.25					0.25					
Attend PLFI (2 people max.)											
Revise Plans after PLFI Meeting & 90% Review	1.00				0.25	0.25	0.50				
Prepare Project Related Correspondence	0.50				0.50						
Coordinate with Subconsultants & DOT Units	0.50				0.50						
Prepare Miscellaneous Summaries	0.50					0.25	0.25				
Miscellaneous Items:											
TOTAL PLFI & 90% STAGE MANDAYS	4.00			0.25	1.25	1.00	1.50				

PROJECT PHASE	TOTAL	MANDAYS									
	CLASSIFICATION	PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	DESIGN ENGINEER	SENIOR TECHNICIAN	SENIOR TECHNICIAN				
FINAL PLANS STAGE	MANDAYS										NOTES:
Prepare 100% Submittal Package	0.50			0.50							
Revise after Plan Checking Section review	1.00				0.25	0.25	0.50				
Prepare Project Related Correspondence	0.50		0.50								
Coordinate with Subconsultants & DOT Units	0.50		0.50								
Miscellaneous Items:											
Preparation/Revision of Bid document	10.00	1.00	1.50	2.00	5.50						
Pre-Bid Meeting	0.50		0.50								
Letting Services/Assistance	0.50		0.50								
TOTAL FINAL PLANS STAGE MANDAYS	13.50	1.00	3.50	2.50	5.75	0.25	0.50				

Attachment B

TOTAL ESTIMATED MANDAYS:	TOTAL	MANDAYS							
	CLASSIFICATION	PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	DESIGN ENGINEER	SENIOR TECHNICIAN	SENIOR TECHNICIAN		
	32.38	1.00	4.50	4.75	9.75	5.88	6.50		

☑ PLEASE CHECK IF THIS IS THE INITIAL ESTIMATE

TIP NUMBER : EB-5862
COUNTY : Randolph
FIRM: Wetherill Engineering

ROADWAY INITIAL PEF DIRECT & IN-DIRECT SALARY COST

CLASSIFICATION	EMPLOYEE NAME	MANDAYS		RATE / HOUR	COST
PROJECT ENGINEER	BM	1 00	x	$ 79 08	$ 632 64
PROJECT ENGINEER	BM, GP, JH	4 50	x	$ 64 68	$ 2,327 76
DESIGN ENGINEER	GP, SK, JH	4 75	x	$ 53 52	$ 2,033 76
DESIGN ENGINEER	SK, RO	9 75	x	$ 47 60	$ 3,712 80
SENIOR TECHNICIAN	SK, TD, MM	5 88	x	$ 37 31	$ 1,753 57
SENIOR TECHNICIAN	JP	6 50	x	$ 28 09	$ 1,460 68
	0	0 00	x	$ -	$ -
	0	0 00	x	$ -	$ -
	0	0 00	x	$ -	$ -
TOTAL NUMBER OF MANDAYS		32.38			
Total Direct Salary					$ 11,921 21
Overhead				135 15%	$ 16,111 52
Subtotal					$ 28,032 73
Fee				9 00%	$ 2,522 95
Cost of Capital				1 02%	$ 121 60
TOTAL DIRECT & INDIRECT SALARY COSTS					$ 30,677.27
TOTAL DIRECT NON-SALARY COST					$ 230.44
TOTAL ROADWAY COST					$ 30,907.71

Notes:
Rate = Rate Per Manhour
Direct Salary = Mandays x Rate x 8
OH = OH Rate (as approved by the Fiscal Section) x Total Direct Salary
Subtotal = Direct Salary + OH
Fee = 9% x Subtotal
COC = COC Rate (as approved by the Fiscal Section) x Total Direct Salary
Total Direct and Indirect Salary Costs = Subtotal + Fee + COC
Total Direct Non-Salary Costs is calculated on the "TRAVEL & MISC " tab
Total Roadway Costs = Total Direct & Indirect Salary Costs + Total Direct Non-Salary Costs

SUPPLEMENTAL ONLY

INITIAL PEF DIRECT & IN-DIRECT SALARY COST

CLASSIFICATION	EMPLOYEE NAME	MANDAYS		RATE / HOUR	COST
PROJECT ENGINEER	BM	0.00	x	$ 79.08	$ -
PROJECT ENGINEER	BM, GP, JH	0.00	x	$ 64.66	$ -
DESIGN ENGINEER	GP, SK, JH	0.00	x	$ 53.52	$ -
DESIGN ENGINEER	SK, RO	0.00	x	$ 47.60	$ -
SENIOR TECHNICIAN	SK, TD, MM	0.00	x	$ 37.31	$ -
SENIOR TECHNICIAN	JP	0.00	x	$ 28.09	$ -
	0	0.00	x	$ -	$ -
	0	0.00	x	$ -	$ -
	0	0.00	x	$ -	$ -
TOTAL NUMBER OF MANDAYS		0.00			
Total Direct Salary					$ -
Overhead				135.15%	$ -
Subtotal					$ -
Fee				9.00%	$ -
Cost of Capital				1.02%	$ -
TOTAL DIRECT & INDIRECT SALARY COSTS					$ -

EXCLUDING SUPPLEMENTAL

INITIAL PEF DIRECT & IN-DIRECT SALARY COST

CLASSIFICATION	EMPLOYEE NAME	MANDAYS		RATE / HOUR	COST
PROJECT ENGINEER	BM	1.00	x	$ 79.08	$ 632.64
PROJECT ENGINEER	BM, GP, JH	4.50	x	$ 64.66	$ 2,327.76
DESIGN ENGINEER	GP, SK, JH	4.75	x	$ 53.52	$ 2,033.76
DESIGN ENGINEER	SK, RO	9.75	x	$ 47.60	$ 3,712.80
SENIOR TECHNICIAN	SK, TD, MM	5.88	x	$ 37.31	$ 1,753.57
SENIOR TECHNICIAN	JP	6.50	x	$ 28.09	$ 1,460.68
	0	0.00	x	$ -	$ -
	0	0.00	x	$ -	$ -
	0	0.00	x	$ -	$ -
TOTAL NUMBER OF MANDAYS		32.38			
Total Direct Salary					$ 11,921.21
Overhead				135.15%	$ 16,111.52
Subtotal					$ 28,032.73
Fee				9.00%	$ 2,522.95
Cost of Capital				1.02%	$ 121.60
TOTAL DIRECT & INDIRECT SALARY COSTS					$ 30,677.27

RIGHT OF WAY PLAN COSTS

INITIAL PEF DIRECT & IN-DIRECT SALARY COST					
CLASSIFICATION	EMPLOYEE NAME	MANDAYS		RATE / HOUR	COST
PROJECT ENGINEER	BM	0.00	x	$ 79.08	$ -
PROJECT ENGINEER	BM, GP, JH	1.00	x	$ 64.66	$ 517.28
DESIGN ENGINEER	GP, SK, JH	2.00	x	$ 53.52	$ 856.32
DESIGN ENGINEER	SK, RO	2.75	x	$ 47.60	$ 1,047.20
SENIOR TECHNICIAN	SK, TD, MM	4.63	x	$ 37.31	$ 1,380.47
SENIOR TECHNICIAN	JP	4.50	x	$ 28.09	$ 1,011.24
	0	0.00	x	$ -	$ -
	0	0.00	x	$ -	$ -
	0	0.00	x	$ -	$ -
TOTAL NUMBER OF MANDAYS		14.88			
Total Direct Salary					$ 4,812.51
Overhead				135.15%	$ 6,504.11
Subtotal					$ 11,316.62
Fee				9.00%	$ 1,018.50
Cost of Capital				1.02%	$ 49.09
TOTAL DIRECT & INDIRECT SALARY COSTS					$ 12,384.20
TOTAL ROADWAY RIGHT OF WAY PLAN COST					$ 12,384.20

FINAL PLAN COSTS

INITIAL PEF DIRECT & IN-DIRECT SALARY COST					
CLASSIFICATION	EMPLOYEE NAME	MANDAYS		RATE / HOUR	COST
PROJECT ENGINEER	BM	1.00	x	$ 79.06	$ 632.64
PROJECT ENGINEER	BM, GP, JH	3.50	x	$ 64.66	$ 1,810.48
DESIGN ENGINEER	GP, SK, JH	2.75	x	$ 53.52	$ 1,177.44
DESIGN ENGINEER	SK, RO	7.00	x	$ 47.60	$ 2,685.60
SENIOR TECHNICIAN	SK, TD, MM	1.25	x	$ 37.31	$ 373.10
SENIOR TECHNICIAN	JP	2.00	x	$ 28.09	$ 449.44
	0	0.00	x	$ -	$ -
	0	0.00	x	$ -	$ -
	0	0.00	x	$ -	$ -
TOTAL NUMBER OF MANDAYS		17.50			
Total Direct Salary					$ 7,108.70
Overhead				135.15%	$ 9,607.41
Subtotal					$ 16,716.11
Fee				9.00%	$ 1,504.45
Cost of Capital				1.02%	$ 72.51
TOTAL DIRECT & INDIRECT SALARY COSTS					$ 18,293.07
TOTAL DIRECT NON-SALARY COST					$ 230.44
TOTAL ROADWAY FINAL PLAN COST					$ 18,523.51

ROADWAY REPRODUCTION COSTS

FIRM:	Wetherill Engineering	TIP NUMBER:	EB-5862

(A) * BOND

SUBMITTAL	NO. SHTS.		** SETS		TOTAL SHTS.
Preliminary Review (25%)					
Plans	4	x	2	=	8
Interchange Sheets		x		=	0
Cross-Sections	6	x	2	=	12
Plans to request Geotech. Rec's. & Final Pavement Design					
Plans		x		=	0
Interchange Sheets		x		=	0
Cross-Sections		x		=	0
Pre-FDFI / Pre-CFI Review					
Plans				=	0
Interchange Sheets				=	0
Cross-Sections				=	0
FDFI or CFI					
Plans	4	x	6	=	24
Interchange Sheets		x		=	0
Cross-Sections	6	x	6	=	36
R/W (75%) Review					
Plans	4	x	1	=	4
Interchange Sheets		x		=	0
Cross-Sections	6	x	1	=	6
Pre-Pre Let Field Inspection (PLFI) Review					
Plans		x		=	0
Interchange Sheets		x		=	0
Cross-Sections		x		=	0
PLFI					
Plans		x		=	0
Interchange Sheets		x		=	0
Cross-Sections		x		=	0
Final Review (90%)					
Plans	10	x	1	=	10
Interchange Sheets		x		=	0
Cross-Sections	6	x	1	=	6
(100%)					
Plans	10	x	1	=	10
Interchange Sheets		x		=	0
Cross-Sections	6	x	1	=	6
PEF's Work Sets					
Plans	2	x	5	=	10
Interchange Sheets		x		=	0
Cross-Sections	6	x	5	=	30

SUBMITTAL	SHTS.		** SETS		TOTAL SHTS.
Other					
R/W Revisions		x		=	0

TOTAL PLANS & FULL-SIZE CROSS-SECTIONS (22" x 34")	162	x	$ 0.42	/ sheet =	$ 68.04
TOTAL INTERCHANGE SHEETS (34" x 68")	0	x	$ 3.50	/ sheet =	$ -
TOTAL CROSS-SECTIONS (11" x 17")	0	x	$ 0.10	/ sheet =	$ -

* Includes DOT & Firm's Record Sets
** Per DOT Guidelines.

(B) XEROX

TOTAL XEROX COPIES (Say)		x	$ 0.04	/ sheet =	$ -
COVERS & BINDING (Say)		x	$ 1.00	/ set =	$ -
TOTAL REPRODUCTION (A + B)				=	$ 68.04

ROADWAY TRAVEL AND MISCELLANEOUS COSTS

FIRM:	Wetherill Engineering	TIP NUMBER:	EB-5862

(A) TRAVEL

	PURPOSE of TRIP	TRIPS		MILES		TOTAL		RATE		COSTS
+	Preliminary Field Review		x		=	0 00	x	$ 0 580	=	$ -
+	Public Meeting/Hearing/Workshops		x		=	0 00	x	$ 0 580	=	$ -
+	Field Inspections (Preliminary, Combined, Final)		x	140 00	=	0 00	x	$ 0 580	=	$ -
+	Scheduled Reviews/Miscellaneous Meetings with NCDOT		x		=	0 00	x	$ 0 580	=	$ -
+	Miscellaneous Local Meetings		x		=	0 00	x	$ 0 580	=	$ -
+	Pre-Bid Meeting	1	x	140 00	=	140 00	x	$ 0 580	=	$ 81 20
+	Letting	1	x	140 00	=	140 00	x	$ 0 580	=	$ 81 20
+			x		=	0 00	x	$ 0 580	=	$ -
+			x		=	0 00	x	$ 0 580	=	$ -
+			x		=	0 00	x	$ 0 580	=	$ -

	PER DIEM	TRIPS		# ATTEND		TOTAL		RATE		COSTS
+	Breakfast		x		=	0	x	$ 8 40	=	$ -
+	Lunch		x		=	0	x	$ 11 00	=	$ -
+	Dinner		x		=	0	x	$ 18 90	=	$ -
+	Lodging		x		=	0	x	$ 80 00	=	$ -

(B) MISC.

	LIST	NUMBER		RATE		COSTS
	Equipment (Does not include computer time)		x		=	$ -
	Communications		x		=	$ -
	Postage		x		=	$ -
	Digital Photo Prints (Non-Electronic Hardcopies)		x		=	$ -
			x		=	$ -
			x		=	$ -
			x		=	$ -
			x		=	$ -
			x		=	$ -
			x		=	$ -

	TOTAL TRAVEL & MISCELLANEOUS COSTS (A + B)	=	$ 162.40

TOTALS

	TOTAL TRAVEL & MISCELLANEOUS COSTS (A + B)	=	$ 162.40
	TOTAL REPRODUCTION	=	$ 68.04
	TOTAL DIRECT NON-SALARY COSTS	=	$ 230.44

NOTES

*	Use only items that are not included in overhead
+	See DOT Guidelines for current maximum allowable non-salary direct costs

WZTC Cost Estimate

Type:		Wetherill Engineering	
TIP Project:	EB-5862	Estimate Date:	2/28/2019
WBS #:		Estimator:	Bob May

TASKS / CLASSIFICATIONS	TEM I	TES III	TES II	TE III	TE II	TE I								TOTAL	NOTES
EMPLOYEES' NAMES	EW	BM	JG.	JH.	SK.	JP.									
Staging (1st Submittal - Evaluated)	Manday Estimate														
Review Roadway Plans & X-Sections					0.25									0.25	
Site Visit/Field Investigations														0.00	
Meet/Discuss with WZTC to Brainstorm Project														0.00	
Establish Traffic Mgmt Strategy				0.25										0.25	
Concept Sketches (Overviews & Details)						0.25								0.25	
Preliminary General Notes														0.00	
Written Concept			0.25											0.25	
Meet with WZTC to Review Staging Concept														0.00	
Revise per Meeting with WZTC														0.00	
Meetings & Coordination(exclude FDR or CFI)						0.25								0.25	
Prepare & Distribute Meeting Minutes														0.00	
Shoring Meeting														0.00	
Distribution of Plans														0.00	
														0.00	
														0.00	
MidPoint (If Required - Not Evaluated)	Manday Estimate														
Title Sheet				0.125		0.25								0.38	
Notes Sheets				0.125		0.25								0.38	
Overviews														0.00	
Advance Work Zone Warning Signs														0.00	
Written Phasing in Plan Format			0.25											0.25	
TC Details (Drawn to Scale)														0.00	
Detour Details (including Special Sign Designs)			0.25			0.25								0.50	
Intermediate Contract Times														0.00	
Draft Provisions, Special Details, etc														0.00	
Meetings & Coordination for Design														0.00	
Site Visit														0.00	
Meet with Division to Review Midpoint Plan														0.00	
Coordination with Signals & Signing														0.00	
Prepare & Distribute Meeting Minutes														0.00	
Internal/External Constructabley Review														0.00	
Distribution of Plans														0.00	
														0.00	
														0.00	
Final Unsealed (2nd Submittal-Evaluated)	Manday Estimate														
Final Notes in Plan Format				0.25										0.25	
Final Phasing in Plan Format				0.25										0.25	
Final Traffic Control Details				0.25										0.25	
Final Project Provisions including all ICT's														0.00	
Meet with WZTC to Review 90%														0.00	
Revise Per Meeting w/WZTCS														0.00	
Final Coordination with Signals & Signing														0.00	
Quantity Estimate					0.25									0.25	
Present Final TMP at PLFI														0.00	
Other Meetings														0.00	
Internal/External Constructabley Review														0.00	
User Cost Meeting														0.00	
Final Shoring Requirments														0.00	
Prepare & Distribute Meeting Minutes														0.00	
Distribution of Plans														0.00	

WZTC Cost Estimate

Type:		Wetherill Engineering	
TIP Project:	EB-5862	Estimate Date:	2/26/2019
WBS #:		Estimator:	Bob May

TASKS / CLASSIFICATIONS	TEM I	TES III	TES II	TE III	TE II	TE I								TOTAL	NOTES
EMPLOYEES' NAMES	EW	BM	JG.	JH.	SK.	JP									
Manday Estimate															
														0.00	
														0.00	
Final Sealed (Not Evaluated)															
Manday Estimate															
Final Traffic Management Plans				0.25										0.25	
Final Quantity Estimate			0.125		0.25									0.38	
Intermediate Contract Times														0.00	
Sealed Provisions														0.00	
User Cost Package														0.00	
Distribution of Plans														0.00	
														0.00	
														0.00	
***** Post-Let Coordination:**															
Manday Estimate															
Site Visits for Review														0.00	
Field Changes etc														0.00	
														0.00	
														0.00	
ENGINEERING RATES	$91.70	$79.06	$66.22	$46.41	$36.47	$28.46	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Total Mandays:	0.00	0.00	0.88	1.50	0.75	1.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.38	
Direct Salary (w/o Overhead):	$0.00	$0.00	$58.54	$69.62	$27.36	$35.56	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$191.08	
Overhead	138.15%													$263.99	
TOTAL Direct Salary + Overhead	$3,666.71													$455.07	

Cost of Capital:			1.0200%	=	$15.47
Escalation :	0	Yrs	0.00%	=	$0.00
Fee:			9.00%	=	$321.00
TOTAL Indirect Costs				=	$336.47
TOTAL Direct Salary + Overhead + Indirect Costs				=	$3,903.18
TOTAL Non-salary Direct Costs:				=	$0.00
TOTAL COST ESTIMATE:				=	$3,903.18

	Mandays	Cost
NCDOT Estimate	4.38	$3,903.18
PEF Estimate	4.38	$3,903.18
% Difference	0.00%	0.00%

A.	* REPRODUCTION COSTS										
	SUBMITTALS:	SHEETS	x	SETS	=	Total	@	Each	=	Cost
	25% - Staging									
	Full-Size Bond	0	x	0	=	0	@	$0 42	=	$0 00
	Half-Size 11x17	0	x	0	=	0	@	$0.10	=	$0 00
	Full-Size Bond (COLOR)	0	x	0	=	0	@	$3 00	=	$0.00
	Half-Size 11x17 (COLOR)	0	x	0	=	0	@	$1.66	=	$0.00
	50% - Midpoint									
	Full-Size Bond	0	x	0	=	0	@	$0 42	=	$0.00
	Half-Size 11x17	0	x	0	=	0	@	$0.10	=	$0.00
	Full-Size Bond (COLOR)	0	x	0	=	0	@	$3 00	=	$0 00
	Half-Size 11x17 (COLOR)	0	x	0	=	0	@	$1.66	=	$0.00
	90% - Pre-Final									
	Full-Size Bond	0	x	0	=	0	@	$0 42	=	$0 00
	Half-Size 11x17	0	x	0	=	0	@	$0 10	=	$0.00
	Full-Size Bond (COLOR)	0	x	0	=	0	@	$3 00	=	$0 00
	Half-Size 11x17 (COLOR)	0	x	0	=	0	@	$1.66	=	$0.00
	100% - Final (Pre-Sealed)									
	Full-Size Bond	0	x	0	=	0	@	$0 42	=	$0.00
	Half-Size 11x17	0	x	0	=	0	@	$0 10	=	$0.00
	Full-Size Bond (COLOR)	0	x	0	=	0	@	$3 00	=	$0.00
	Half-Size 11x17 (COLOR)	0	x	0	=	0	@	$1.66	=	$0.00
	100% - Final (Sealed)									
	Full-Size Bond	0	x	0	=	0	@	$0.42	=	$0.00
	Half-Size 11x17	0	x	0	=	0	@	$0.10	=	$0.00
	Full-Size Bond (COLOR)	0	x	0	=	0	@	$3.00	=	$0.00
	Half-Size 11x17 (COLOR)	0	x	0	=	0	@	$1.66	=	$0.00
	OTHER:	SHEETS	x	SETS	=	Total	@	Each	=	Cost
	Preliminary Design Field Inspection									
	Full-Size Bond	0	x	0	=	0	@	$0.42	=	$0.00
	Half-Size 11x17	0	x	0	=	0	@	$0.10	=	$0.00
	Full-Size Bond (COLOR)	0	x	0	=	0	@	$3.00	=	$0.00
	Half-Size 11x17 (COLOR)	0	x	0	=	0	@	$1.66	=	$0.00
	Final Design/Combined Field Inspection									
	Full-Size Bond	0	x	0	=	0	@	$0.42	=	$0.00
	Half-Size 11x17	0	x	0	=	0	@	$0.10	=	$0.00
	Full-Size Bond (COLOR)	0	x	0	=	0	@	$3.00	=	$0.00
	Half-Size 11x17 (COLOR)	0	x	0	=	0	@	$1.66	=	$0.00
	Internal Constructability Review									
	Full-Size Bond	0	x	0	=	0	@	$0.42	=	$0.00
	Half-Size 11x17	0	x	0	=	0	@	$0.10	=	$0.00
	Full-Size Bond (COLOR)	0	x	0	=	0	@	$3.00	=	$0.00
	Half-Size 11x17 (COLOR)	0	x	0	=	0	@	$1.66	=	$0.00
	External Constructability Review									
	Full-Size Bond	0	x	0	=	0	@	$0 42	=	$0.00
	Half-Size 11x17	0	x	0	=	0	@	$0.10	=	$0.00
	Full-Size Bond (COLOR)	0	x	0	=	0	@	$3 00	=	$0.00
	Half-Size 11x17 (COLOR)	0	x	0	=	0	@	$1.66	=	$0.00
	Const. Revisions									
	Full-Size Bond	0	x	0	=	0	@	$0.42	=	$0.00
	Half-Size 11x17	0	x	0	=	0	@	$0.10	=	$0.00
	Full-Size Bond (COLOR)	0	x	0	=	0	@	$3.00	=	$0.00
	Half-Size 11x17 (COLOR)	0	x	0	=	0	@	$1.66	=	$0.00
	MISCELLANEOUS XEROX COPIES	SHEETS					@	Each	=	Cost
	TOTAL 81/2 x 11 XEROX COPIES (Say)	0					@	$ 0.04	=	$0.00
	TOTAL 11 x 17 XEROX COPIES (Say)	0					@	$ 0.10	=	$0.00
A.	TOTAL REPRODUCTION COSTS								=	$0.00

* Include Firm's Record Set, See Engineering Guidelines for current max allowable non-salary direct costs

B.	** TRAVEL AND MISCELLANEOUS COSTS							
1.	TRAVEL:							
	PURPOSE of TRIP	TRIPS	x	MILES	x	RATE	=	COST
	Field Reviews	0	x	0	x	$0 580	=	0.00
	Public Meeting/Hearing/Workshops	0	x	0	x	$0.580	=	0 00
	Field Inspections (Preliminary, Combined, Final)	0	x	0	x	$0 580	=	0.00

	Scheduled Reviews/Misc. Meetings with NCDOT	0	x	0	x	$0.580	=	0.00
	Miscellaneous Local Meetings	0	x	0	x	$0.580	=	0.00
		0	x	0	x	$0.580	=	0.00
	PER DIEM	TRIPS		# ATTEND		AMOUNT		
	Breakfast	0	x	0	x	$6.40	=	0.00
	Lunch	0	x	0	x	$11.00	=	0.00
	Dinner	0	x	0	x	$18.90	=	0.00
	Lodging	0	x	0	x	$80.00	=	0.00
1.	SUBTOTAL TRAVEL COSTS						=	$0.00
2.	MISCELLANEOUS:							
	EQUIPMENT: LIST					NUMBER	RATE	
							x =	$0.00
							x =	$0.00
							x =	$0.00
							x =	$0.00
							x =	$0.00
	COMMUNICATIONS: LIST					NUMBER	RATE	
							x =	$0.00
							x =	$0.00
							x =	$0.00
							x =	$0.00
							x =	$0.00
	POSTAGE: LIST					NUMBER	RATE	
							x =	$0.00
							x =	$0.00
							x =	$0.00
							x =	$0.00
							x =	$0.00
	OTHER: LIST					NUMBER	RATE	
							x =	$0.00
							x =	$0.00
							x =	$0.00
							x =	$0.00
							x =	$0.00
2.	SUBTOTAL MISCELLANEOUS COSTS						=	$0.00
B.	TOTAL TRAVEL & MISCELLANEOUS COSTS						=	$0.00
A+B.	TOTAL DIRECT NON-SALARY COSTS (sent to 'Salary & Total Cost' Sheet):						=	$0.00

** Use Only Items That Are Not Included In Overhead
See Engineering Guidelines for current max allowable non-salary direct costs

HYDRAULICS DESIGN ESTIMATE

DATE: 5/18/2018
TIP: EB-5842
COUNTY: Randolph
COMPILED BY: Bob May
CONSULTANT: Wetherill Engineering

ESTIMATE TYPE: Project Estimate
SUPPLEMENTAL NUMBER:
CONTRACT NUMBER:

PROJECT DESCRIPTION: EB-5842, Randolph Community College (RCC) Public Sidewalk Improvements

PROJECT SCOPE: Roadway | Work Zone Traffic Control (WZTC) | Hydraulics | Erosion Control | Localized Surveys | PDEA-Planning | PDEA-NEPA | Utilities Coordination

TASKS	EMPLOYEE CLASSIFICATION	BP EBA	JG EA	JL EJ	AP EC	MH ETJ	AH ETC						TOTAL	NOTES
	ESTIMATED MANHOURS													
R/W PLAN DEVELOPMENT PHASE (Phase 3)														
FIELD WORK AND SUPPLEMENTAL SURVEYS														
Bridges (0)													0.00	
Box Culverts (0)													0.00	
Pipe Drainage , Ditches -L-					8		8						7.00	
Pipe Drainage , Ditches -Y-													0.00	
Travel													0.00	
													0.00	
													0.00	
													0.00	
													0.00	
													0.00	
													0.00	
													0.00	
													0.00	
													0.00	
													0.00	
HYDROLOGIC AND HYDRAULIC DESIGN														
Pre-Design Review and Data Collection													0.00	
Pre-Design Meeting													0.00	
Bridges (0)													0.00	
Box Culverts with a Model (0)													0.00	
Box Culverts without a Model (0)													0.00	
Dammed Structures (0)													0.00	
Pipes, Storm Drainage , Ditches -L-		4		24			16						3.50	
Pipes, Storm Drainage, Ditches -Y-													0.00	
Temporary Drainage													0.00	
Outlet Analysis (0)													0.00	
Design of Structural BMPs													0.00	
CADD													0.00	
4E Meeting													0.00	
Final Design Field Inspection													0.00	
Coordination with Others	8												1.00	
													0.00	
													0.00	
													0.00	
													0.00	
													0.00	
													0.00	
													0.00	
													0.00	
													0.00	
R/W PLAN DEVELOPMENT PHASE 3 SUBTOTAL	8	4	0	24	8	24	0	0	0	0	0		8.5 MANDAYS	

FINAL PLAN DEVELOPMENT PHASE (Phase 4)														
NOAs (0) CLOMRs (0)													0.00	
Stormwater Management Plan													0.00	
Prepare Permit Drawings													0.00	
4C Meeting													0.00	
Drainage Summary Sheet													0.00	
Pre-Let Field Inspection													0.00	
Coordination with Others	2												0.25	
													0.00	
													0.00	
													0.00	

												0.00	
												0.00	
												0.00	
												0.00	
												0.00	
												0.00	
												0.00	
												0.00	
												0.00	
												0.00	
												0.00	
FINAL PLAN DEVELOPMENT PHASE SUBTOTAL	2	0	0	0	0	0	0	0	0	0	0	0.00	0.25 MANDAYS
R/W & FINAL PLAN DEVELOPMENT PHASE 4 SUBTOTAL	10	4	0	24	8	24	0	0	0	0	0		6.75 MANDAYS

REVIEW AND REWORK R/W & FINAL PLAN DEVELOPMENT (Phase 3 & 4)	PERCENT FOR REVIEW AND REWORK			6%									
Review and Rework	1	0	0	1	0	1	0	0	0	0	0		MANDAYS
TOTAL MANDAYS	11	4	0	25	8	25	0	0	0	0	0	73	9.125
TOTAL MANDAYS:	1.38	0.50	0.00	3.13	1.00	3.13	0.00	0.00	0.00	0.00	0.00		
HOURLY SALARY RATE:	$93.42	$88.00	$58.85	$58.19	$37.20	$29.01	$0.00	$0.00	$0.00	$0.00	$0.00		
RATES PER DAY:	$643.20	$529.72	$470.80	$401.44	$297.60	$232.08	$0.00	$0.00	$0.00	$0.00	$0.00		
PAYROLL BURDEN:	$884.40	$264.36	$0.00	$1,254.50	$297.60	$725.25	$0.00	$0.00	$0.00	$0.00	$0.00		
TOTAL WORKDAYS:		9.125											
TOTAL PAYROLL BURDEN:		$3,478.11											
AVERAGE COST PER HOUR:		$48.83											
COST PER MANDAY:		$390.18											
GENERAL OVERHEAD:	138.51%	$4,820.39											
SUBTOTAL:		$8,056.50											
COMPARATIVE FEE:	9.00%	$725.08											
FACILITIES COST OF CAPITAL:	1.8200%	$34.95											
TOTAL DIRECT AND INDIRECT SALARY COST:		$8,816.53											
DIRECT EXPENSES:		$90.00											
SUBCONSULTANT FEES (IF NO SEPARATE ESTIMATE):													
HYDRAULICS GRAND TOTAL:		$8,906.53											

TIP: [redacted] Date: [redacted]

TRAVEL EXPENSE:

MILEAGE:

field trips 1 # meeting trips _____ # local trips _____

		Miles to site (one way)		Miles to meeting (one way)		Local Miles (one way)	
		75					
Carryall (survey trip)	$ 0.600	(per mile) X	150	Miles =	$90.00		
Sedan (meeting trip)	$ 0.585	(per mile) X	0	Miles =	$0.00		
Sedan (Local Mileage)	$ 0.560	(per mile) X	0	Miles =	$0.00		

PER DIEM EXPENSE:

LODGING + MEALS (BREAKFAST, LUNCH, DINNER)	_____	# of People X	$118.30	(per day) X	_____	# of Days =	$0.00
BREAKFAST	_____	# of People X	$8.40	(per day) X	_____	# of Days =	$0.00
LUNCH	_____	# of People X	$11.00	(per day) X	_____	# of Days =	$0.00
DINNER	_____	# of People X	$18.90	(per day) X	_____	# of Days =	$0.00
LODGING	_____	# of People X	$80.00	(per day) X	_____	# of Days =	$0.00

MISCELLANEOUS EXPENSES:					
Description		Quantity	Unit of Measure	Cost Per Unit	
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
Total Miscellaneous Expenses					$0.00
SUBTOTAL					$0.00
PROJECT ESTIMATE TOTAL					$0.00

EROSION CONTROL PEF NAME Wetherill Engineering

PREPARED BY Bob May DATE 2/28/2019

SUBMITTED BY DATE

TIP NUMBER EB-5862

PROJECT NUMBER 0

COUNTY Randolph

FA NUMBER 0

PROJECT DESCRIPTION EB-5862, Randolph Community College (RCC) Public Sidewalk Improvements

	ESTIMATED MANHOURS											
CLASSIFICATION / TASK	PROJECT MANAGER	PROJECT ENGINEER	DESIGN ENGINEER	SENIOR TECH.	TECH. / DRAFT.	TECH. / DRAFT.					TOTAL	NOTES
EMPLOYEE NAME	MP	JD,	JL,	AP,	MH,	AH,						
1. Project Investigation & Watershed Analysis											0	
2. Predesign Meeting											0	
3. Project Site Visit											0	
4. EC Coordination for ROW											0	
5. Field Inspection Meetings											0	
6. Design Clearing and Grubbing Erosion Control Plans			4	2							6	
7. Design Pipe/Culvert Construction Phasings											0	
8. Design Intermediate/Final Phase Erosion Control Plans			6	3							9	
9. Calculate Matting Requirements for Ditches & Slopes			2			4					6	
10. Title Sheet, Details, Notes, & Specifications			2			4					6	
11. Plan Review & Rework			2	1							3	
12. Prepare & Submit Final Plans & Quantities		2		4		4					10	
											0	
											0	
											0	
											0	
											0	
											0	
											0	
											0	
											0	
											0	
											0	
TOTAL MANHOURS	0	2	16	10	0	12	0	0	0	0	40	5
Rates	$80 40	$66 09	$58 85	$50 18	$37 20	$29 01	$0 00	$0 00	$0 00	$0 00	MANHOURS	MANDAYS
Cost	$0 00	$132 18	$941 60	$501 80	$0 00	$348 12	$0 00	$0 00	$0 00	$0 00		

Total Salary Cost $1,923 70

Overhead Rate 135 15% $2,599 86

Subtotal $4,523 56

Fee 8 00% $407 12

Cost of Capital	1.9200%	$19.62
TOTAL SALARY COST		$4,950.32

EROSION CONTROL DIRECT COSTS

A. PRINTING

	No. of Sets	Sheets per Set	Total Sheets	Cost per Sheet	Cost
Full-size Field Inspection Plans			0	$0.42	$0.00
Half-size Field Inspection Plans			0	$0.10	$0.00
Full-size Final Review Plans			0	$0.42	$0.00
Half-size Final Review Plans			0	$0.10	$0.00
Full-size Final Plans			0	$0.42	$0.00
Half-size Final Plans			0	$0.10	$0.00

B COPIES

	# Copies		
Misc. = # Copies @ Cost/Copy =		$0.04	$0.00

C TRAVEL

Field = # Trips @ Miles per Trip		$0.580	$0.00
Meetings = # Trips @ Miles per Trip		$0.600	$0.00

D PER DIEM

	Quantity		
Breakfast		$8.40	$0.00
Lunch		$11.00	$0.00
Dinner		$18.90	$0.00
Lodging		$80.00	$0.00

E MISCELLANEOUS EXPENSES

Description	Quantity	Unit of Measure	Cost Per Unit	
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
TOTAL DIRECT NON-SALARY COSTS =				$0.00
TOTAL DIRECT SALARY AND NON-SALARY COSTS =				$4,950.32

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
LOCATION AND SURVEYS PEF COST ESTIMATE

DATE: 2/28/2019

TIP NO.: EB-5863 FIRM: Wetherill Engineering

LS NO.: _____ PT

WBS: _____ COUNTY: Randolph

LENGTH: _____

L-LINE: 1101 FT RAMPS: _____ FT

Y-LINES: _____ FT RAILROADS: _____ FT

PROJECT DESCRIPTION:

EB-5863 Randolph Community College (RCC) Public Sidewalk Improvements

TASKS & PARAMETERS	PEM	PSS	ASC	SCL	ASCL	SCH						TOTAL	NOTES
	ESTIMATED MANHOURS												
1 Courthouse Research No. of Properties: 2		1			1							5	
2 Collecting Property Papers No. of Property Owners												0	
3 No Cost Traverse Line NAD 1983 Approx. Length												0	
4 Vertical Control Tie to NAVD 1988 Approx. Length												0	
5 Baseline Traverse Approx. Length												0	
6 Intermediate Sideshot Baseline Approx. Length												0	
7 Compute One Tail Alignment (Graphically) Approx. Length 1161		1			2							3	
8 Hub & Stake Design & As-Built Alignments Approx. Length 0 Approx. Length 0												0	
9 Establish Bronze Temp. Bench Marks No. of BMs: 1				1	1	1						3	
10 Pavement DTMs Approx. Length 1161				1	2	1						10	
11 Hydrographic Survey & "T" Lines Approx. Length												0	
12 Sound Jobs for DTMs (Flat and Area) No. of Sound Shots												0	
13 Field Property Ties & Recon No. of Properties: 2x5				9		9						18	
14 Property Analysis and Computations No. of Properties: 2x5					9							9	
15 Property Line Tie to Design Alignment No. of Properties												0	
16 Property Strip Maps No. of Maps												0	
17 Data for Appraisal Report No. of Properties												0	
18 Layout of Features on Aerial Maps No. of Maps Scale												0	
19 Field Use of Topo & Plan Features Acres Mod. or Urb. Mod				8	2	8						18	
20 Use of Soil Survey Information Acres Mod. or Urb. Mod												0	
21 Use of County Utilities & Pipe Inverts Acres Mod. or Urb. Mod				8	3	8						19	
22 Mapping Pre-Prop. Issue Tax Map Info. No. of Parcels												0	
23 Obt. Data Sheets Acres Mod. or Urb.												0	
24 Setting Photo Control Panels No. of Panels												0	
25 Photogrammetric Control No. of Points												0	

Attachment B

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
LOCATION AND SURVEYS PEF COST ESTIMATE

DATE: [illegible]

TIP NO: EB-5862 FIRM: Wetherill Engineering

LS NO: _____ FT

WBS: _____ COUNTY: Randolph

LENGTH: _____

L-LINE: 1100 FT RAMPS: _____ FT

Y-LINE(S): _____ FT RAILROADS: _____ FT

PROJECT DESCRIPTION

EB-5862 Randolph Community College (RCC) Public Sidewalk Improvements

ESTIMATED MANHOURS

TASKS & PARAMETERS	PEM	PSS	ASC	SCL	ASCL	SCM						TOTAL	NOTES
26 Staking and Flagging R/W & Easements													
[illegible]												0	
27 Production of Base Mapping													
[illegible] 2		1			16							17	
28 GPS Points													
[illegible] 2			1	2		2						5	
29 Misc. Staking													
[illegible]												0	
30 Travel [illegible] 1		3		30		30						63	
31 Project Mgmt. & Supervision		7										7	
32 Traffic Control & Safety				2		2						4	
[illegible]													
[illegible]												0	
[illegible]													
[illegible]												0	
[illegible]													
[illegible]												0	
[illegible]													
[illegible]												0	
[illegible]													
[illegible]												0	
TOTAL MANHOURS	0	11	1	61	39	61	0	0	0	0	0	181	

Classification

Project Engineer Manager
Project Survey Supervisor
Advanced Survey Coordinator
Survey Crew Leader
Assistant Survey Crew Leader
Survey Crew Member

Employee Name	Hours	Rate	Cost
TA	0	$61.90	$0.00
TA, RM, HT	13	$52.09	$677.04
RM, HT, AM	1	$37.36	$37.36
EP, PF, LP, MC	61	$25.84	$1,653.12
AM	39	$23.33	$1,144.67
DJ, TH, MT, WJ	61	$19.00	$1,216.00
0	0	$0.00	$0.00
0	0	$0.00	$0.00
0	0	$0.00	$0.00
0	0	$0.00	$0.00
0	0	$0.00	$0.00

TOTAL MANHOURS: 181

TOTAL DIRECT SALARY COSTS: $1,727.39

TOTAL MANDAYS: 22.625

TOTAL DIR. and INDIR. SALARY COSTS: $12,165.16

INDIRECT SALARY COSTS

Total Dir. Salary Costs	$1,727.39
Overhead (%)	135.15%
Fee (%)	9.00%
Cost of Capt. (%)	1.02%

	$6,389.07
	$1,000.24
	$49.22
Total Indirect Salary Costs	$7,437.77

DIRECT COSTS

Attachment B

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
LOCATION AND SURVEYS PEF COST ESTIMATE

DATE 2/28/2019

TIP NO FB-5862 FIRM Wehterill Engineering

LS NO _____ FT

WBS _____ COUNTY Randolph

LENGTH _____

L-LINE 1100 FT RAMPS _____ FT
Y-LINE(S) _____ FT RAILROADS _____ FT

PROJECT DESCRIPTION: FB-5862 Randolph Community College (RCC) Public Sidewalk Improvements

TASKS & PARAMETERS			PEM	PSS	ASC	SCL	ASCL	ESTIMATED MANHOURS NCM	TOTAL	NOTES
Carry-all $/Day	[illegible]		Days	[illegible]						
Sedan	[illegible]	[illegible]	Miles	[illegible]						
	[illegible]		Days	[illegible]						
	[illegible]	[illegible]	Miles	[illegible]						
			Misc Survey Supplies	[illegible]						

PER DIEM EXPENSES

	$ / Day	Persons		Days
Lodging	[illegible]		x	
Breakfast	[illegible]		x	
Lunch	[illegible]		x	
Dinner	[illegible]		x	

TOTAL DIRECT COSTS: [illegible]

TOTAL PER DIEM: [illegible]

MISCELLANEOUS EXPENSES

Description	Quantity	Unit of Measure		Cost Per Unit
			x	
			x	
			x	
			x	
			x	

TOTAL MISC EXPENSES: [illegible]

Cost per FT: $11.91
Manhours per FT: 0.18

TOTAL DIRECT NON-SALARY COSTS: [illegible]

ESTIMATE BY Bob Mas

PROJECT ESTIMATE TOTAL: [illegible]

PDEA DIRECT EXPENSES

FIRM	Wetherill Engineering		
PROJECT DESCRIPTION	EB-5862, Randolph Community College (RCC) Public Sidewalk Improvements		
PREPARED BY	Bob May	TASK ORDER NUMBER	1
TIP NUMBER	EB-5862	WBS NUMBER	
DATE PREPARED	2/28/2019	REVIEWED BY UNIT HEAD ON	

GENERAL PROJECT WORK	ITEM	QTY	DESCRIPTION		UNIT COST	
	Travel:					
		Sedan	Trip(s) @	miles @	$0.580	$0.00
		Carry All	Trip(s) @	miles @	$0.600	$0.00
		Car Rental		days @	$45.00	$0.00
		Gas for Rental		miles @	$0.200	$0.00
	Parking:		Trip(s) @		$3.00	$0.00
	Per Diem:		Breakfast		$8.40	$0.00
			Lunch		$11.00	$0.00
			Dinner		$18.90	$0.00
			Lodging		$80.00	$0.00
	Reproduction:		8 1/2 x 11 B & W Copies @		$0.04	$0.00
			11 x 17 B & W Copies @		$0.10	$0.00
			8 1/2 x 11 Color Copies @		$0.83	$0.00
			11 x 17 Color Copies @		$1.66	$0.00
			SQ FT of Plots (B & W or Color)	<65 SQ FT *	$6.50	$0.00
			SQ FT of Plots (B & W or Color)	≥65 SQ FT *	$1.50	$0.00
			Cover(s) @		$0.50	$0.00
			Binder(s) @		$0.50	$0.00
			Blueprints - 8 1/2 x 11 @		$0.35	$0.00
			Blueprints - 42 x 72 @		$1.30	$0.00
	Film and Developing:		Roll(s) @		$20.00	$0.00
				Subtotal		$0.00

MAPS AND DOCUMENTS	ITEM	QTY	DESCRIPTION		UNIT COST	
	County Tax Maps		Map(s) @		$7.00	$0.00
	USGS Maps		Map(s) @		$7.00	$0.00
				Subtotal		$0.00

TECHNICAL REPORTS	ITEM	QTY	DESCRIPTION		UNIT COST	
	Reproduction:		8 1/2 x 11 B & W Copies @		$0.04	$0.00
			11 x 17 B & W Copies @		$0.10	$0.00
			8 1/2 x 11 Color Copies @		$0.83	$0.00
			11 x 17 Color Copies @		$1.66	$0.00
			SQ FT of Plots (B & W or Color)	<65 SQ FT *	$6.50	$0.00
			SQ FT of Plots (B & W or Color)	≥65 SQ FT *	$1.50	$0.00
			Cover(s) @		$0.50	$0.00
			Binder(s) @		$0.50	$0.00
				Subtotal		$0.00

DESIGN	ITEM	QTY	DESCRIPTION		UNIT COST	
	Reproduction		8 1/2 x 11 B & W Copies @		$0.04	$0.00
			11 x 17 B & W Copies @		$0.10	$0.00
			Blueprints - 8 1/2 x 11 @		$0.35	$0.00
			Mylar - 8 1/2 x 11 @		$5.90	$0.00
			Mylar - 36 x 48 @		$21.00	$0.00
			Prints - 24 x 36 @		$3.00	$0.00

			Blueprints - 42 x 72 @		$1 30	$0 00
			SQ FT of Plots (B & W or Color)	<65 SQ FT *	$6 50	$0 00
			SQ FT of Plots (B & W or Color)	≥65 SQ FT *	$1 50	$0 00
			USGS Map(s)		$7 00	$0 00
				Subtotal		$0.00
ENVIRONMENTAL DOCUMENT(S):	ITEM	QTY	DESCRIPTION		UNIT COST	
	Reproduction	150	8 1 2 x 11 B & W Copies @		$0 04	$6 00
			11 x 17 B & W Copies @		$0 10	$0 00
			8 1 2 x 11 Color Copies @		$0 83	$0 00
		25	11 x 17 Color Copies @		$1 66	$41 50
			Cover(s) @		$0 50	$0 00
			Binder(s) @		$0 50	$0 00
				Subtotal		$47.50
MEETINGS & PUBLIC INVOLVEMENT	ITEM	QTY	DESCRIPTION		UNIT COST	
	Travel:					
	Sedan		Trip(s) @	miles @	$0 580	$0 00
	CarryAll		Trip(s) @	miles @	$0 600	$0 00
	Car Rental			days @	$45 00	$0 00
	Gas for Rental			miles @	$0 200	$0 00
	Parking		Trip(s) @		$3 00	$0 00
	Per Diem:		Breakfast		$8 40	$0 00
			Lunch		$11 00	$0 00
			Dinner		$18 90	$0 00
			Lodging		$80 00	$0 00
	Workshop					
	- Reproduction		8 1 2 x 11 B & W Copies @	Handouts	$0 04	$0 00
			11 x 17 B & W Copies @	Handouts	$0 10	$0 00
			8 1 2 x 11 Color Copies @		$0 83	$0 00
			11 x 17 Color Copies @		$1 66	$0 00
			SQ FT of Plots (B & W or Color)	<65 SQ FT *	$6 50	$0 00
			SQ FT of Plots (B & W or Color)	≥65 SQ. FT *	$1 50	$0 00
			SQ FT Foam Mounting Board @		$1 25	$0 00
	Presentation Materials		Misc Workshop Supplies @	per workshop	$50 00	$0 00
	Mailing Labels		Laser Peel & Stick (box)	750 per box	$4 00	$0 00
	Postage					
	- Public Workshops		Notice or Newsletter @	copies @	$0 49	$0 00
				Subtotal		$0.00
Miscellaneous Other	ITEM	QTY	DESCRIPTION		UNIT COST	
						$0 00
						$0 00
						$0 00
						$0 00
						$0 00
						$0 00
						$0 00
						$0 00
						$0 00
				Subtotal		$0.00
				TOTAL		$47.50

* Sum of all plots

NATURAL ENVIRONMENT BREAKDOWN WORKSHEET

	TOTAL WORKDAYS/CATEGORY:		0.25	0.25	1.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	100.00%	0.00
	HOURLY SALARY RATE:		$100.00	$90.00	$85.00	$55.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
	RATES PER DAY:		$800.00	$720.00	$5,520.00	$440.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
	PAYROLL BURDEN		$200.00	$180.00	$5,520.00	$3,220.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
	TOTAL WORKDAYS		2.00													
	TOTAL PAYROLL BURDEN:		$1,120.00													
	AVERAGE COST PER HOUR		$70.00													
	GENERAL OVERHEAD	0.00%	$0.00													
	SUBTOTAL:		$1,120.00													
	COMPARATIVE FEE:	0.00%	$0.00													
	FACILITIES COST OF CAPITAL:	0.0000%	$0.00													
	TOTAL:		$1,120.00													
	DIRECT EXPENSES		$101.50													
	NES GRAND TOTAL:		$1,221.50													

PDEA RELATED DATA	
SIZE OF STUDY AREA (SQUARE FEET)	
JURISDICTIONAL RESOURCES PRESENT	
POTENTIAL ENDANGERED SPECIES	

30

Attachment B

NATURAL ENVIRONMENT DIRECT EXPENSES

FIRM	Carolina Ecosystems, Inc		
PROJECT DESCRIPTION	EB-5862, Randolph Community College (RCC) Public Sidewalk Improvements		
PREPARED BY	Bob May	TASK ORDER NUMBER	1
TIP NUMBER	EB-5862	WBS NUMBER	
DATE PREPARED		REVIEWED BY UNIT HEAD ON	

GENERAL PROJECT WORK	ITEM	QTY	DESCRIPTION		UNIT COST	
	Travel					
		Sedan	1 Trip(s) @	175 miles @	$0 580	$101 50
		Carry All	0 Trip(s) @	0 miles @	$0 600	$0 00
		Car Rental		0 days @	$45 00	$0 00
		Gas for Rental		0 miles @	$0 200	$0 00
	Parking.		0 Trip(s) @		$3 00	$0 00
	Per Diem		0 Breakfast		$8 40	$0 00
			0 Lunch		$11 00	$0 00
			0 Dinner		$18 90	$0 00
			0 Lodging		$80 00	$0 00
				Subtotal		$101.50

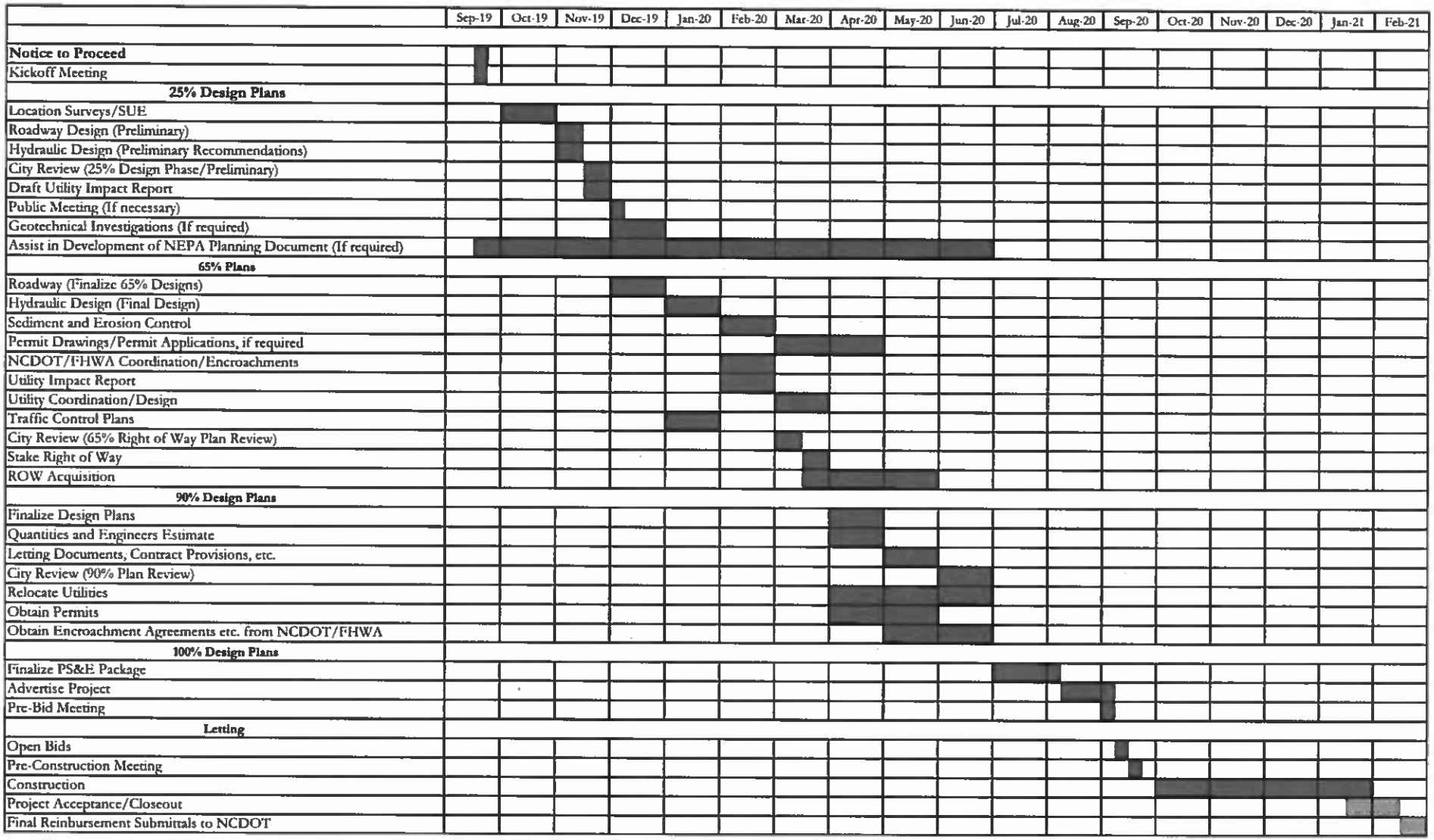
TECHNICAL REPORTS	ITEM	QTY	DESCRIPTION		UNIT COST	
	Reproduction:		0 8 1/2 x 11 B & W Copies @		$0 04	$0 00
			0 11 x 17 B & W Copies @		$0 10	$0 00
			0 8 1/2 x 11 Color Copies @		$0 83	$0 00
			0 11 x 17 Color Copies @		$1 66	$0 00
			0 Blueprints - 8 1/2 x 11 @		$0 35	$0 00
			0 Prints - 24 x 36 @		$1 30	$0 00
			0 SQ FT of Plots (B & W or Color)	<65 SQ FT *	$6 50	$0 00
			0 SQ FT of Plots (B & W or Color)	≥65 SQ FT *	$1 50	$0 00
			0 Cover(s) @		$0 50	$0 00
			0 Binder(s) @		$0 50	$0 00
			0 Postage	0 copies @	$0 49	$0 00
				Subtotal		$0.00

Miscellaneous Other	ITEM	QTY	DESCRIPTION		UNIT COST	
						$0 00
						$0 00
						$0 00
						$0 00
						$0 00
						$0 00
						$0 00
						$0 00
						$0 00
						$0 00
				Subtotal		$0.00

		TOTAL	$101.50

* Sum of all plots

EB-5862 PROJECT SCHEDULE



ANNEXATION PETITION
CITY OF ASHEBORO
RANDOLPH COUNTY
NORTH CAROLINA

Petition received at City Hall
by _____
date _____

WE, THE UNDERSIGNED OWNERS of the real property as contained in the METES AND BOUNDS DESCRIPTION with PLAT ATTACHED hereto, respectfully request that the area described below be annexed and made part of the City of Asheboro, North Carolina.

ATTACHMENTS - Please supply the following:

a complete copy of the last deed of record (a written metes and bounds description is required if the description contained in the deed is different from the boundary survey of the property to be annexed), and

one of the following: a copy of the plat outlining in red the property to be annexed (if property is split according to Randolph County Tax Map/Parcels), or a copy of the Randolph County Tax Map 1" = 200' scale or 1" = 100' inserts (if the property is entire Tax Map Parcels).

PROPERTY INFORMATION - Please complete (print or type) all of the following:

RANDOLPH COUNTY MAP & PARCEL	DEED BOOK & PAGE NUMBER	ACREAGE ANNEXED	EXISTING POPULATION	CURRENT ASSESSED VALUE
7751660777	2357/1609	0.813	4	$62,460

FIRE DISTRICT ASHEBORO

NAME OF PROPERTY OWNERS	CURRENT ADDRESS	TELEPHONE NUMBER
LEONARD LATHAM	2123 GARRETT TOWN ROAD	336-953-8935
	ASHEBORO, NC 27205	

Has any vested right under NC General Statute 160A 385.1 been established for the property subject to this annexation petition by any county or municipality? _____

SIGNATURES - Please complete one of the following sections:

PROPERTY OWNED BY INDIVIDUALS (Both husband and wife must sign)

Signature Leonard Latham Date 7.31.19

Signature _____ Date _____

Signature _____ Date _____

PROPERTY OWNED BY CORPORATION

The area to be annexed is owned by a corporation property registered with the State of North Carolina. THE PRESIDENT IS _____ AND THE SECRETARY IS _____.

_____
Signature of President/date

_____
Signature of Secretary/date

_____
Notary

_____
Commission Expires

(Notary Seal) **(Corporate Seal)**

PROPERTY OWNED BY PARTNERSHIP

The area to be annexed is owned by a partnership of which both partners agree to this petition. The partners are _____ and _____.

_____
Signature of Partner/date

_____
Signature of Partner/date

_____
Notary

_____
Commission Expires

(Notary Seal) **(Corporate Seal)**

PROPERTY OWNED BY LIMITED LIABILITY COMPANY

_____ _____
Member-Manager (Print Name) Member-Manager (Signature)

_____ _____
Member-Manager (Print Name) Member-Manager (Signature)

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION DELEGATING SHORT-TERM HANGAR LEASING AUTHORITY AT THE ASHEBORO REGIONAL AIRPORT TO THE CITY MANAGER

WHEREAS, some city-owned hangar space at the Asheboro Regional Airport is, for certain intervals of time, unoccupied and not needed by the city; and

WHEREAS, Section 160A-272 of the North Carolina General Statutes authorizes the Asheboro City Council to delegate to the city manager the authority to determine that specific city-owned property is temporarily surplus to the city's needs and to lease such property for up to one year; and

WHEREAS, on July 16, 2019, the Asheboro Airport Authority recommended enabling the city manager to authorize the lease of unused city-owned hangar space for a lease period of up to one year; and

WHEREAS, the Asheboro City Council concurs with this recommendation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the city manager is authorized to designate specific city-owned hangar space at the Asheboro Regional Airport as temporarily surplus to the city's needs and to enter, upon such conditions as the city manager shall determine are appropriate and are consistent with the adopted rules and regulations for the Asheboro Regional Airport, into leases of the surplus city-owned hangar space for periods of up to one year; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the city manager shall transmit written notice of the city's entry into such a short-term hangar lease to the airport authority and the city council at each board's first meeting following the exercise of this delegated leasing authority; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the delegation of leasing authority granted by this Resolution is effective immediately.

[The remainder of this page has been intentionally left blank.
The signature blocks are on the immediately following page.]

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 8th day of August, 2019.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

I, William C. Burrow, certify that this map was drawn under my supervision from an actual GPS/ GNSS survey made under my supervision and the following information was used to perform the survey:
(1) Class of survey: Class A
(2) Positional accuracy: <0.10'
(3) Type of GNSS field procedure: Real-Time Kinematic Networks
(4) Dates of survey: June 18, 2019
(5) Datum/Epoch: NAD83(2011) / 2010.00
(6) Published/Fixed-control use: North Carolina Real Time Network
(7) Geoid model: Geoid 12B
(8) Combined grid factor(s): 0.99988729
(9) GPS/GNSS Scale Point:
N:716,976.26 E:1,756,107.29
(10) Units: US Survey Feet

"I, William C. Burrow, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 2357, page 1609, etc.) (other); that the boundaries not surveyed are clearly indicated as dashed lines; that the precision or positional accuracy calculated is 1: 10000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 1 day of JULY, A.D., 2019.

Seal or Stamp

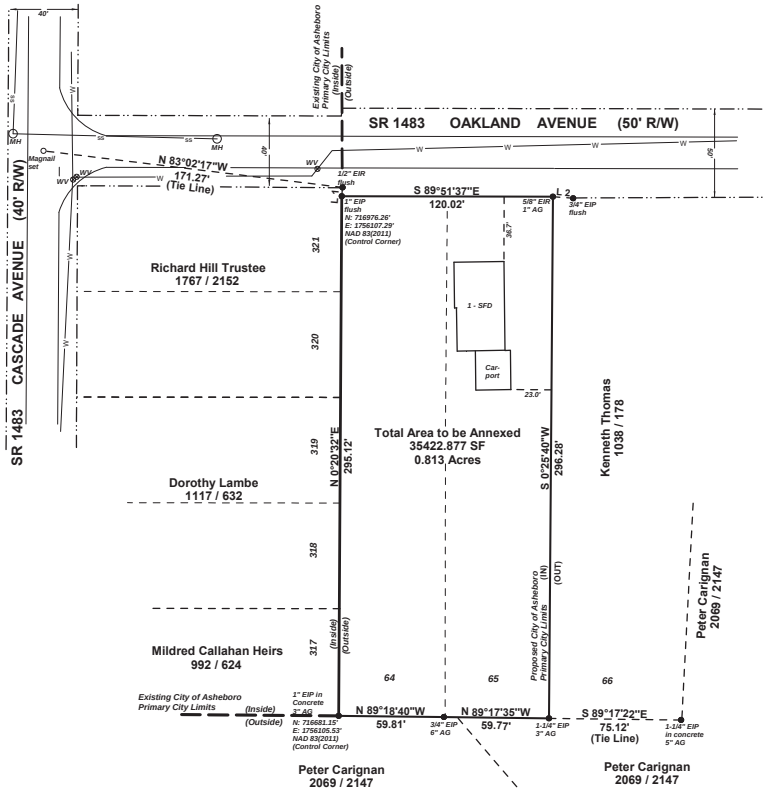
Professional Land Surveyor
L-2497

NORTH CAROLINA PROFESSIONAL SEAL L-2497 LAND SURVEYOR WILLIAM C. BURROW

Annexation Ordinance adopted by the
Asheboro City Council on _____.
To Be Effective on _____.

LEGEND
EIP- Existing Iron Pipe
EIR- Existing Iron Rod
1/2" Rebar Set
AG - Above ground
BG - Below ground
Boundary
Tie Line or Deed
Line not surveyed
NCDOT R/W
OVERHEAD
POWERLINE
PP - POWER POLE
Water line
Sanitary Sewer line

VICINITY MAP (NTS)



Line	Bearing	Distance	
1	N 4°58'59"E	5.00'	(Tie Line)
2	S 85°43'47"E	11.55'	(Tie Line)

N.C.G.S. GRID NORTH NAD 83(2011)

NOTES
1. FOR DEED REFERENCE SEE DEED BOOK 2357 PAGE 1609.
2. THIS SURVEY CONSIST OF LOTS 64-65 OF FOREST HILLS SUBDIVISION, ADDITION 6, RECORDED IN PLAT BOOK 6 PAGE 55.
3. NO PUBLISHED NCGS MONUMENT FOUND WITHIN 2000'.

THIS PLAT IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

_____
SURVEYOR L-2497

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, _____, REVIEW OFFICER OF RANDOLPH COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

_____ _____
DATE REVIEW OFFICER

The premises shown and described hereon are subject to any existing easements, rights-of-ways, restrictive covenants, zoning regulations, and/or setback lines whether or not they may be shown on the plat hereon or whether or not recorded in the public records. No liability is assumed by the undersigned for any loss that may be associated with the existence of any easements or restrictions on the use of the property.

Locations of underground utilities as shown hereon are based on above ground structures and above ground visual evidence. Locations of underground utilities may vary from location shown. Additional buried utilies and/or structures may exist. No excavations were made at time of survey to located buried utilities and/or structures..

BAR SCALE: 1" = 50'
50 25 0 50

PROJECT NO. 5438

OWNER: Leonard Latham
2123 Garren Town Rd.
Asheboro, NC 27205

RECORDED IN PLAT BOOK PAGE

ANNEXATION SURVEY FOR CITY OF ASHEBORO
LEONARD LATHAM
ASHEBORO TOWNSHIP RANDOLPH COUNTY NORTH CAROLINA
JULY 1, 2019 SCALE: 1" = 50'
SURVEY BY: BURROW SURVEYS, INC. C-0936
4483 FORK CREEK MILL RD.
SEAGROVE, NC 27341
(336) 879 - 5553

PIN# 7751660777