

AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, JUNE 6, 2019, 7:00 PM

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Mayor Smith will open the floor for final consideration of an ordinance amending the Sunset Theatre regulations in Article XIV of the city's cultural and recreation services policy manual.
4. Rodney Trogdon, Randolph County Coordinator for **Project Safe Neighborhoods**, will make a presentation on this nationwide initiative.
5. Mayor Smith will open a public hearing on the proposed budget for fiscal year 2019-2020, and Finance Director Deborah Reaves will present the city staff's recommendations.
6. Mayor Smith will open a public hearing on the proposed appropriations during the upcoming fiscal year for economic development purposes unrelated to real property or business location incentives, and Finance Director Deborah Reaves will present the city staff's recommendations.
7. Consent Agenda:
 - (a) Approval of the meeting minutes for the city council's regular meeting on May 9, 2019.
 - (b) Approval of the meeting minutes for the city council's special meeting on May 20, 2019.
 - (c) Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for April 1, 2019.
 - (d) Acknowledgement of the receipt, on May 16, 2019, of an amended annual budget for the Asheboro ABC Board for fiscal year 2018-2019.
 - (e) Acknowledgement of the receipt, on May 20, 2019, of the budget message and proposed budget for the Asheboro ABC Board for fiscal year 2019-2020.

- (f) Approval of a resolution awarding to Bennie S. Davis, upon his retirement from the Asheboro Police Department, his service side arm.
 - (g) Approval of a resolution adopting the 2019 Local Government Agencies General Records Retention and Disposition Schedule.
 - (h) Approval of an engineering services agreement with Hiram J. Marziano, PE for the City of Asheboro Sanitary Sewer Lift Station No. 3 Improvements Project.
 - (i) Approval to schedule for July 11, 2019, and to advertise a combined 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%. This property is more specifically identified by Randolph County Parcel Identification Numbers 7752655565, 7752547146, and 7752640158.
- 8. Public comment period.
 - 9. Community Development Director Trevor Nuttall will introduce the following land use cases:
 - (a) Case No. RZ-19-08: A legislative hearing on an application to rezone property at 2473 United States Highway 64 East from B2 General Commercial to I1 Light Industrial.
 - (b) Case No. RZ-19-09: A legislative hearing on an application to rezone property at 2382 United States Highway 64 East from R40 Low-Density Residential to B2 General Commercial.
 - 10. City Engineer Michael Leonard, PE will present an update on the status of the permitting required for the Zoo City Sportsplex.
 - 11. Mayor Smith will lead a discussion of upcoming events and items not on the agenda.
 - 12. Adjournment.

ORDINANCE NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**AN ORDINANCE AMENDING ARTICLE XIV IN THE
CULTURAL AND RECREATION SERVICES POLICY MANUAL**

WHEREAS, the City of Asheboro Cultural and Recreation Services Policy Manual contains the rules and regulations applicable to the city's cultural and recreational facilities; and

WHEREAS, Section 98.01 (Adoption by Reference) of the Code of Asheboro provides that the City of Asheboro Cultural and Recreation Services Policy Manual (the "Manual") has been adopted by the Asheboro City Council by reference and made a part of the Code of Asheboro; and

WHEREAS, within the Manual, Article XIV contains the regulatory provisions applicable to the Sunset Theatre, which is administered as part of the city's cultural and recreation services system; and

WHEREAS, due to the interest expressed by some nonprofit groups in pursuing the option of using the Sunset Theatre as a venue for events that include the sale of wine and beer, the recreation services director and the city manager have recommended updates to Article XIV; and

WHEREAS, these updates are specified in the attached EXHIBIT 1, which is hereby incorporated into this Ordinance by reference as if copied fully herein; and

WHEREAS, the Asheboro City Council concurs with the recommended updates to Article XIV.

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

Section 1. Article XIV of the City of Asheboro Cultural and Recreation Services Policy Manual is hereby rewritten to provide as specified in EXHIBIT 1. All articles, sections, and provisions of the Manual that are not expressly modified by the contents of EXHIBIT 1 shall continue in full force and effect without alteration.

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

Section 3. This Ordinance shall be in full force and effect upon and after July 1, 2019.

This Ordinance was initially approved by the Asheboro City Council in open session during a regular meeting held on the 9th day of May, 2019, and received final approval from the Asheboro City Council in open session during a regular meeting held on the 6th day of June, 2019.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

EXHIBIT 1

ARTICLE XIV. SUNSET THEATRE

~~SECTION 14.1 APPLICATION~~

~~The City of Asheboro Cultural Services Department is responsible for administering the Sunset Theatre facility in a manner that will provide the citizens of Asheboro with an opportunity for a high quality experience. Under the general supervision of the Recreation Services Superintendent, designated city employees within the Cultural Services Department (hereinafter collectively referred to as the "Staff") will operate the facility in the best interest of the City of Asheboro.~~

~~Subject to the regulations prescribed herein, this facility may be rented to individuals or other types of legal entities for events or activities that are consistent with the mission of the Cultural Services Department. The decision as to whether to rent the facility on any specific occasion is within the ultimate discretion of the Recreation Services Superintendent as he or she evaluates the needs and priorities of the department. In order to request the use of this facility, an applicant shall accurately complete in its entirety the application form prescribed by and available from the Cultural Services Department.~~

~~SECTION 14.2 RULES & REGULATIONS~~

- ~~1. Unless authorization to the contrary is listed on the prescribed application form as part of the written approval of an event by the Cultural Services Department, alcoholic beverages are prohibited in the facility. In those cases where the Recreation Services Superintendent has authorized the sale, possession, and/or consumption of unfortified wines and/or malt beverages on the premises in connection with and for the duration of the approved event, such sale, possession, and/or consumption of the listed beverages must be conducted in strict compliance with Section 14.3 of this manual, any conditions attached by the Recreation Services~~

~~Superintendent to the event approval, and all applicable laws, ordinances, and regulations. No alcoholic beverages other than unfortified wines and malt beverages are permitted on the premises of the facility at any time.~~

- ~~2. Smoking and tobacco products are prohibited in the facility.~~
- ~~3. A \$100.00 security deposit must be paid at the time of reservation to secure a date. The fee shall be submitted to the Cultural Services Department. Multiple dates will require multiple deposits.~~
- ~~4. The Recreation Services Superintendent reserves the right to co-sponsor an event.~~
- ~~5. Violation of this agreement shall result in forfeiture of security deposit fees.~~
- ~~6. The user fees, as described in the Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments, must be paid at least 48 hours before the start of the event, or the event will be cancelled. In the event advance tickets have been sold, lessee is responsible for reimbursing ticket holders or to honor any advance tickets sold for a future event sponsored by the same lessee. Lessee is responsible for advertising the cancellation.~~
- ~~7. Failure to pay the rental fee will result in denied access to the facility.~~
- ~~8. The maximum daily rental period is one 8 hour period (unless otherwise noted in the Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments), which includes load in and load out. At the latest, closing time shall be Midnight, unless otherwise stated. Events that exceed their rental period shall result in loss of security deposit.~~
- ~~9. In the event the facility is being rented for an event open to the public, or if admission is being charged, the person/organization renting the facility, hereinafter known as "lessee," shall pay for and maintain, at all times during the individual or entity's use of the facility, Comprehensive and General Liability insurance coverage with primary limits of liability of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage for any events open to the public. Furthermore, the City will be furnished with a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be in the possession of the City of Asheboro Cultural Services Department no later than 48 hours prior to the scheduled event. Failure to provide proof of insurance will result in the event being cancelled. Furthermore, the Applicant must agree to forever hold harmless and to fully indemnify the City and its personnel, agents, officials, and City Council, in both their official and individual capacities, from any and all judgments,~~

~~liens, claims, assessments, demands, attorney fees, actions, and causes of action of any sort arising out of any damage or injury sustained by any person or entity by reason of any negligent or willful act or omission of the Applicant or its officers, employees, agents or contractors in connection with the Applicant's use of the Sunset Theatre.~~

- ~~10. If the event is closed to the general public and no admission fee is charged, a liability waiver shall be required in lieu of liability insurance coverage.~~
- ~~11. The Lessee must designate a representative who will be responsible for all phases of the event and who will be on site the entire time the event is taking place.~~
- ~~12. The maximum number of tickets sold for any one event shall be determined by the total number of seats available and set up of the facility.~~
- ~~13. Assignment: Lessee may not assign this lease agreement or any right contained in this lease agreement or sublet the Sunset Theatre or any adjoining property owned by the City of Asheboro.~~
- ~~14. The Cultural and Recreation Services Division shall have by way of illustration and without limitation the right to deny the use of the facility if; 1) It deems such use may result in damage to the facility, 2) It deems such use is inconsistent with the policies of the division, 3) It deems such use may lead to illegal activity at the facility, 4) it deems such use may be detrimental to the character of the theatre as a multipurpose community facility.~~
- ~~15. A Cultural Services Department staff member will be in attendance to oversee and supervise all events held at the theatre. This staff member shall be equipped with a cell phone, first aid kit, be certified in First Aid & CPR, have the knowledge and ability to enforce facility rules & regulations, and knowledge of the electrical, HVAC, and lighting systems. This staff member shall have the authority to require anyone to leave the facility at any time for violation of the rules and regulations prescribed for the Sunset Theatre or for engagement in any other form of inappropriate conduct.~~
- ~~16. Lessee agrees to a "walk through" inspection prior to use of the facility. Any pre-existing, damaged, broken or malfunctioning equipment, or furnishings shall be noted. A second walk-through shall be made at the completion of the event, and any variance shall be noted and appropriate charges will be billed and due within 5 business days.~~
- ~~17. No rice or birdseed is to be thrown inside the building.~~
- ~~18. As appropriate, the lessee is responsible for procuring the services of properly trained security/law enforcement personnel.~~

- ~~19. The Asheboro Police Department and staff members in the Cultural and Recreation Services Departments shall have access to all areas of the facility at all times before, during, and after the event.~~
- ~~20. Lessee is responsible for cleaning the facility after the event. The facility must be restored to the condition it was in at the start of the lease period.~~
- ~~21. Failure to clean up as required shall result in loss of security deposit.~~
- ~~22. Cleaning supplies and trash can liners are available for use. Trash shall be disposed of in the appropriate location.~~
- ~~23. Items left after the rental period will result in loss of deposit and shall be deemed to be abandoned property subject to removal and disposition in the sole discretion of the City of Asheboro.~~
- ~~24. No decorations, posters, pictures, banners, or other such items shall be fastened to walls, windows, woodwork, doors, or curtains nor placed on stands in any area of the facility without approval.~~
- ~~25. No nails, tacks, staples, or screws of any kind may be applied to any part of the interior or exterior of the building.~~
- ~~26. Only approved tapes, such as blue painters tape and gaff tape may be applied to the stage floor. If an approved tape is applied to the stage floor it must be removed by the lessee immediately following the event.~~
- ~~27. No painting, wood cutting, or drilling shall be done on the stage or in the adjacent support areas.~~
- ~~28. All scenery elements are to be flame retardant. The use of open flame (candles, matches, lighters, etc.) is expressly prohibited.~~
- ~~29. At no time shall any of the lessee's scenery, stage furniture, props, costumes, or equipment block any exits, loading doors, storage rooms, sidewalks, or parking areas.~~
- ~~30. Any stage props that have power must meet current electrical codes and are subject to inspection and approval. If such props do not pass inspection, they are subject to immediate removal from the facility.~~
- ~~31. Lessee is encouraged to provide posters, banners, and promotional material for the "Coming Attractions" Display Board at the Theatre entrance. Any items to be displayed or distributed are subject to approval.~~
- ~~32. Lessee shall not change the location or use of the lobby displays, easels, or signs without prior approval.~~
- ~~33. The City of Asheboro Cultural Services Department reserves the right to sell any and all concessions during any event held at the facility.~~
- ~~34. Lessee warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold the City of Asheboro harmless from any and all claims, losses, or expenses~~

~~incurred with regard thereto. Lessee shall pay all of the City of Asheboro's costs and expenses, including reasonable attorney's fees, incurred in defense of or as a result of any claims respecting copyrights and related matters.~~

- ~~35. Lessee shall be responsible for payment of any and all taxes, permits, fees (including without limitation fees associated with intellectual property licensing rights), and other charges arising out of or connected with the use of the premises by lessee, and lessee shall save the City of Asheboro harmless from any and all obligations with respect to such taxes, permits, fees, and other charges.~~
- ~~36. If lessee desires to sell any items in or near the facility, including but not limited to concessions items, videos, CDs, DVDs, tapes, clothing, periodicals, etc., lessee must obtain written permission at least 48 hours prior to the event. The Recreation Services Superintendent may refuse with or without cause such permission.~~
- ~~37. If lessee is granted permission to sell concessions, lessee agrees to pay the City of Asheboro a 10% commission on any sales of any concession items sold. A joint inventory will be taken prior to and after the event.~~
- ~~38. If Lessee is approved to sell their own concessions, they shall provide their own workers to sell merchandise, concessions, and supplies, including, food, candy, drinks, cups, napkins, condiments, popcorn supplies, bags, ice, etc. Chewing gum will not be allowed for sale.~~
- ~~39. If lessee is granted permission to hold a catered event (food beyond normal concession products) the food must be served and consumed in areas designated by Cultural and Recreation Services Division staff members.~~
- ~~40. Lessee is responsible for providing the following:
 - ~~a. A designated, responsible adult to operate the Theatre sound system, if needed.~~
 - ~~b. A designated, responsible adult to operate the Theatrical light system, if needed.~~
 - ~~c. Ushers for the event.~~
 - ~~d. Ticket sellers /takers for the event.~~
 - ~~e. Money box and petty cash as needed.~~~~
- ~~41. All persons/groups renting the facility are responsible for knowing the location of all fire extinguishers and exits. A location map shall be provided.~~
- ~~42. Prior to each performance/event, an announcement must be made stating the location of restrooms and emergency exits.~~

- ~~43. Only city staff members may adjust thermostats.~~
- ~~44. The Recreation Services Superintendent reserves the right to cancel any event, at any time, based on rental agreement violations.~~
- ~~45. The following are available for an additional fee, please contact the City of Asheboro Cultural Services Department for additional information:~~
 - ~~a. Ticket Sellers/Takers (hourly charge).~~
 - ~~b. Ushers (hourly charge).~~
 - ~~c. Ticket design service (\$75.00 for up to 390, 1 side printed tickets)~~
 - ~~d. One poster for display case (\$25.00 per poster)~~

~~SECTION 14.3 SALE, POSSESSION, AND CONSUMPTION OF MALT BEVERAGES AND UNFORTIFIED WINES~~

~~The possession and consumption of malt beverages and unfortified wines during the course of approved events is currently authorized and regulated in the sole discretion of the Recreation Services Superintendent by means of the Superintendent's attachment of conditions to the written approval of the event. Regulations authorizing the sale of malt beverages and unfortified wines on the premises of this facility are currently under review. Until final adoption of these regulations, the sales of malt beverages and unfortified wines on the premises of this facility are strictly prohibited.~~

SECTION 14.1 APPLICATION

The City of Asheboro Cultural Services Department (the "Department") is responsible for administering the Sunset Theatre facility in a manner that will provide the citizens of Asheboro with an opportunity for a high quality experience. Under the general supervision of the Recreation Services Director, designated city employees within the Department will operate the Sunset Theatre (the "Facility") in the best interest of the City of Asheboro (the "City").

Subject to the regulations prescribed herein, the Facility may be rented to individuals or other types of legal entities for events or activities that are consistent with the Department's mission. The decision as to whether to rent the Facility on any specific occasion is within the ultimate discretion of the Recreation Services Director (the "Director") as he or she evaluates the needs and priorities of the City. In order to use the Facility, an applicant must accurately complete in its entirety the rental form provided by the Department and receive written approval from the Director or the Director's designee.

SECTION 14.2 RULES AND REGULATIONS – EVENTS WITHOUT THE SALE OF UNFORTIFIED WINE AND/OR MALT BEVERAGES

(A) Unless authorization for the possession and consumption of unfortified wine and/or malt beverages is explicitly noted by the Director on the approved rental form, alcoholic beverages are prohibited in the Facility. When authorization for the possession and consumption of unfortified wine and/or malt beverages within the Facility is granted, such an authorization is subject to the following rules and regulations:

- (1) Unfortified wines and/or malt beverages are the only types of alcoholic beverages that the Director may allow in the Facility. All other types of alcoholic beverages are prohibited.
- (2) The sale of wine and/or malt beverages within the Facility is subject to the rules and regulations found in Section 14.3. The possession and consumption of unfortified wine and/or malt beverages within the Facility is subject to strict regulation by the Director.
- (3) The restrictions imposed by the City upon the possession and consumption of wine and/or malt beverages during an event held in the Facility will be specified in a distribution and consumption management plan attached to the approved rental agreement. The applicant requesting approval for the possession and consumption of wine and/or malt beverages must provide a proposed distribution and consumption management plan for review when the rental agreement is submitted to the Department.
- (4) In addition to complying with the approved distribution and consumption management plan, the renter and the renter's agents, contractors, and any other type of representatives must strictly comply with all applicable laws and rules, specifically including without limitation all statutes, ordinances, and regulations pertaining to alcoholic beverage control.

(B) Smoking and tobacco products are prohibited in the Facility.

(C) Sponsorship and fee related regulations:

- (1) The Director reserves the right to co-sponsor an event.
- (2) A \$100 security deposit must be paid at the time of reservation to secure an event date. The fee shall be submitted in the manner prescribed by the Department. Multiple dates will require multiple deposits.

- (3) Violation of the rental agreement will result in the forfeiture of the security deposit to the City.
- (4) If the user fees described in the Schedule of Deposits, Fees, and Charges Administered by the Cultural and Recreation Services Departments (the "Fee Schedule") are not paid at least 48 hours before the start of an event, the event will be cancelled.
- (5) If advance tickets have been sold for a canceled event, the renter is responsible for either reimbursing ticket holders or honoring at a future event sponsored by the same renter the advance tickets that have already been sold. The renter is responsible for advertising the cancellation.
- (6) Failure to pay the rental fee will result in the denial of access to the Facility.
- (7) Unless otherwise noted in the Fee Schedule, the maximum daily rental period is one 8-hour period, including load-in and load-out. Unless specific provisions to the contrary are noted in the approved rental agreement, the latest closing time is Midnight. If an event exceeds the approved rental period, the security deposit shall be forfeited to the City.

(D) Insurance and liability waivers:

- (1) When the Facility is rented for an event open to the public, or if a fee is charged for admission to the event, the renter shall pay for and maintain at all times during the individual or entity's use of the Facility comprehensive and general liability insurance coverage with primary limits of liability of no less than \$1,000,000 per occurrence for bodily injury and property damage. In order to prove the required insurance coverage is in effect, the renter shall furnish to the City a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be in the Department's possession no later than 48 hours prior to the scheduled event. Failure to provide the required proof of insurance will result in the cancellation of the event. Furthermore, the applicant must agree to forever hold harmless and to fully indemnify the City and its personnel, agents, officials, and city council, in both their official and individual capacities, from any and all judgments, liens, claims, assessments, demands, attorney fees, actions, and causes of action of any sort arising out of any damage or injury sustained by any person or entity by reason of any negligent or willful act or omission by the applicant or its officers, employees, agents, or contractors in connection with the applicant's use of the Facility.

- (2) If the event is closed to the general public, and no admission fee is charged, a liability waiver shall be required in lieu of liability insurance coverage.
- (E) The assignment of a rental agreement pertaining to the Facility, or the assignment of any right found within a Facility rental agreement, is strictly prohibited. Furthermore, the subletting of the Facility is strictly prohibited.
- (F) Facility operational issues:
 - (1) The renter must designate with the Department a representative who will be responsible for all phases of the event and who will be on site the entire time the event is taking place.
 - (2) The maximum number of tickets sold for any one event shall be determined by the set-up of the Facility for the event and the total number of seats available under the chosen Facility set-up.
 - (3) By way of illustration and not limitation, the Department may deny to any potential renter the use of the Facility for the following reasons:
 - (a) The proposed event may result in damage to the Facility.
 - (b) The proposed event is inconsistent with the Department's policies and practices.
 - (c) The Director forms an articulable opinion that an event creates an environment conducive to the occurrence within the Facility of one or more identifiable unlawful activities.
 - (d) The proposed event has the articulable and realistic potential to be detrimental to the character of the theatre as a multi-purpose community facility.
 - (4) A City employee will be in attendance as the Department's representative to oversee and supervise all events held at the Facility. Such a staff member will be certified in first aid and cardio pulmonary resuscitation, will have the knowledge and ability to enforce the Facility's rules & regulations, and will have knowledge of the Facility's electrical, HVAC, and lighting systems. The Department's representative at the event has the authority to require anyone to leave the Facility at any time for violation of the Facility's rules and regulations and for engagement in any other form of unlawful or otherwise improper conduct.

- (5) Prior to using the Facility, either the renter or an authorized representative of the renter must participate in a walk-through inspection of the Facility. Any damaged, broken, or malfunctioning equipment or furnishings present in the Facility shall be recorded at this time. A second walk-through shall be made at the completion of the event, and any variance in the condition of the Facility and its contents between the times of the respective walk-throughs shall be recorded. The renter will be billed for the recorded damages. Payment of this bill for damages is due within five business days of the date of the invoice.
- (6) No rice or birdseed is to be thrown inside the Facility.
- (7) If generally accepted best practices for a venue such as the Sunset Theatre indicate that on-site security should be deployed for a proposed event, the renter is responsible for procuring and paying for the services of properly trained security/off-duty law enforcement personnel.
- (8) Department staff members, in addition to the Asheboro Police Department, shall have access to all areas of the Facility at all times before, during, and after the event.
- (9) The renter is responsible for cleaning the Facility after the event concludes. Before vacating the Facility's premises, the renter must ensure that the Facility is restored, with the exception of ordinary wear and tear, to the condition in which the Facility was found at the time of the pre-event walkthrough previously referenced in these rules and regulations.
- (10) If the renter fails to clean-up the facility as required by the rental agreement and these rules and regulations, the renter's security deposit will be forfeited to the City.
- (11) Cleaning supplies and trash can liners are available for use. Trash shall be deposited in the designated locations.
- (12) Items left in the Facility for disposition and/or disposal by the City will result in the forfeiture of the renter's security deposit to the City. Furthermore, any such items found in the Facility after the termination of the rental agreement will be deemed to be abandoned property that is subject to removal and disposition in the sole discretion of the City.
- (13) In the absence of explicit approval from Department personnel, no decorations, posters, pictures, banners, or other such items shall be fastened to the Facility's walls, windows, woodwork, doors, or curtains.

- (14) In the absence of explicit approval from Department personnel, no decorations, posters, pictures, banners, or other such items may be placed on stands in any area of the Facility.
- (15) No nails, tacks, staples, or screws of any kind may be applied to any part of the interior or exterior of the Facility.
- (16) Only approved tapes, such as blue painter's tape and gaff tape, may be applied to the stage floor. If an approved tape is applied to the stage floor, the tape must be completely removed by the renter prior to the termination of the rental agreement.
- (17) No painting, wood cutting, or drilling shall be done on the stage or in the adjacent support areas.
- (18) All scenery elements are to be flame retardant. The use of open flame (candles, matches, lighters, etc.) is expressly prohibited.
- (19) No scenery, stage furniture, props, costumes, equipment, or other types of items may block any exits, loading doors, storage rooms, sidewalks, or parking areas at any time.
- (20) Any stage props that have power must meet current electrical codes. Such props are subject to inspection and approval. Any props that do not pass inspection are subject to immediate removal from the Facility.
- (21) The renter is encouraged to provide posters, banners, and promotional material for the "Coming Attractions" display board at the theatre's entrance. Any items to be displayed on the "Coming Attractions" board are subject to approval by the Department.
- (22) The renter shall not change the location or use of the lobby displays, easels, or signs without prior approval.
- (G) The renter shall ensure, and does warrant by executing the rental agreement, that all copyrighted material to be performed within the Facility has been duly licensed or consent has been obtained from the copyright owners or their representatives. Furthermore, the renter agrees to indemnify and hold the City harmless from any and all claims, losses, or expenses incurred as a result of intellectual property law compliance issues. By way of illustration and not limitation, the renter shall pay all of the City's costs and expenses, including reasonable attorney's fees, incurred in defense of or as a result of any claims respecting copyrights, trademarks, and related intellectual property matters.

- (H) The renter shall be responsible for the payment of any and all taxes, permits, fees (including without limitation fees associated with intellectual property licensing rights), and other charges arising out of or connected with the renter's use of the Facility. Furthermore, the renter shall, and does agree by executing the rental agreement, to save and hold the City harmless from any and all obligations with respect to such taxes, permits, fees, and other charges.
- (I) Concessions:
- (1) The Department reserves the right to sell any and all concessions during events held at the Facility.
 - (2) If the renter desires to sell in the Facility or on its associated premises any concession items, including without limitation CDs, DVDs, clothing, periodicals, etc., the renter must obtain written permission from the Director at least 48 hours prior to the event. The Director may refuse, with or without cause, to grant such permission.
 - (3) If permission is granted by the Department for the renter to sell concessions, the renter must pay to the City a 10% commission on any and all concession items sold. A joint inventory will be taken prior to and after the event.
 - (4) If permission is granted for the renter to sell its own concessions, the renter shall provide its own workers to sell merchandise, concessions, and supplies, including food, candy, drinks, cups, napkins, condiments, popcorn supplies, bags, ice, etc. Chewing gum is not allowed for sale.
- (J) If permission is granted by the Department for the renter to hold a catered event (food beyond normal concession products), the food must be served and consumed in areas designated by the Department.
- (K) The renter is responsible for providing the following at the renter's own expense:
- (1) If the Facility's sound system is needed for an event, a responsible adult must be designated to operate the sound system.
 - (2) If the Facility's light system is needed for an event, a responsible adult must be designated to operate the light system.
 - (3) If needed, ushers for the event.

- (4) If needed, ticket sellers /takers for the event.
 - (5) As needed, a money box and petty cash.
- (L) Fire extinguishers and exits:
 - (1) All renters and any persons/groups acting for or on behalf of a renter are responsible for knowing the location of all fire extinguishers and exits. A location map will be provided by the Department.
 - (2) Prior to each event or each performance, the renter or an individual acting on behalf of the renter must make an announcement stating the location of restrooms and emergency exits.
- (M) Only City employees may adjust the Facility's thermostats.
- (N) The City reserves the right to cancel any event, at any time, on the basis of rental agreement violations.
- (O) For an additional fee, the following items/services are available from the Department:
 - (1) Ticket Sellers/Takers (hourly charge)
 - (2) Ushers (hourly charge)
 - (3) Ticket Design Service (\$75.00 for up to 390, tickets printed on one side)
 - (4) One Poster for Display Case (\$25.00 per poster)

SECTION 14.3 RULES AND REGULATIONS – EVENTS WITH THE SALE OF UNFORTIFIED WINE AND/OR MALT BEVERAGES

- (A) Unless authorization for the sale, possession, and consumption of unfortified wine and/or malt beverages is explicitly noted by the Director on the approved rental form, alcoholic beverages are prohibited in the Facility. When authorization for the sale, possession, and consumption of unfortified wine and/or malt beverages within the Facility is granted, such an authorization is subject to the following rules and regulations:
 - (1) Unfortified wines and/or malt beverages are the only types of alcoholic beverages that may be sold, possessed, and consumed in the Facility. All other types of alcoholic beverages are prohibited.

- (2) The sale of wine and/or malt beverages within the Facility can occur under the following conditions:
- (a) The renter responsible for the sale of wine and/or malt beverages must be a nonprofit organization that has obtained a Special One-Time permit from the North Carolina Alcoholic Beverage Control Commission. No other type of renter is eligible to hold an event that includes the sale of wine and/or malt beverages in the Facility.
 - (b) The approved Special One-Time permit from the North Carolina Alcoholic Beverage Control Commission shall also function as the sale plan referenced by Section 130.03(E)(3) in the Code of Asheboro.
 - (c) The renter must agree to rent the Facility as the sole and exclusive renter of the premises for the duration of the one-day or multi-day event listed on the Department-approved rental form for events involving the sale of wine and/or malt beverages. Subject to inspections conducted in a manner and at time(s) in the sole discretion of City employees, including without limitation Asheboro Police Department officers, to ensure compliance with the terms of the rental agreement and compliance with all applicable laws and regulations, the nonprofit organization as the approved renter will be exclusively in charge of and responsible for the event throughout the term of the approved rental agreement.
 - (d) Utilizing a diagram available from the City showing the Facility premises, specifically including all entrances and exits, the renter must identify where the sale and/or consumption of beverages will take place.
 - (e) The renter must assume full responsibility for all operational aspects of the event, specifically including without limitation staffing and supplies for any and all concession operations conducted during the event. City-owned concession equipment and personnel will be unavailable during the event.
 - (f) Strict compliance with all applicable laws and rules, specifically including without limitation all statutes, ordinances, and regulations pertaining to alcoholic beverage control, is required.

(B) Smoking and tobacco products are prohibited in the Facility.

(C) Fee related regulations:

- (1) The security deposit listed in the Fee Schedule for this type of event must be paid at the time the rental agreement is submitted for approval. The fee shall be submitted in the manner prescribed by the Department.
- (2) Violation of the rental agreement will result in the forfeiture of the security deposit to the City.
- (3) If the rental fee listed in the Fee Schedule is not paid at least 48 hours before the start of an event, the event will be cancelled. If advance tickets have been sold for a canceled event, the renter is responsible for either reimbursing ticket holders or honoring at a future event sponsored by the same renter the advance tickets that have already been sold. The renter is responsible for advertising the cancellation.
- (4) Failure to pay the rental fee will result in the denial of access to the Facility.
- (5) Unless specific provisions to the contrary are noted in the approved rental agreement, the latest closing time is Midnight. If an event exceeds the approved rental period, the security deposit shall be forfeited to the City.

(D) Insurance and hold harmless provisions:

- (1) The renter shall pay for and maintain, at all times during the nonprofit organization's use of the Facility, comprehensive and general liability insurance coverage with primary limits of liability of no less than \$1,000,000 per occurrence for bodily injury and property damage. Furthermore, the renter shall furnish to the City a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be in the Department's possession no later than 48 hours prior to the scheduled event. Failure to provide the required proof of insurance will result in the cancellation of the event.
- (2) The renter must agree to forever hold harmless and to fully indemnify the City and its personnel, agents, officials, and city council, in both their official and individual capacities, from any and all judgments, liens, claims, assessments, demands, attorney fees, actions, and causes of action of any sort arising out of any damage or injury sustained by any person or entity by reason of any negligent or willful act or omission

by the renter or its officers, employees, agents, or contractors in connection with the renter's use of the Facility.

- (E) The assignment of a rental agreement pertaining to the Facility, or the assignment of any right found within a Facility rental agreement, is strictly prohibited. Furthermore, the subletting of the Facility is strictly prohibited.
- (F) Facility operational issues:
- (1) The renter must designate with the Department a representative who will be responsible for all phases of the event and who will be on site the entire time the event is taking place.
 - (2) The maximum number of tickets sold for any one event shall be determined by the set-up of the Facility for the event and the total number of seats available under the chosen Facility set-up.
 - (3) By way of illustration and not limitation, the Department may deny to any potential renter the use of the Facility for the following reasons:
 - (a) The proposed event may result in damage to the Facility.
 - (b) The proposed event is inconsistent with the Department's policies and practices.
 - (c) The Director forms an articulable opinion that an event creates an environment conducive to the occurrence within the Facility of one or more identifiable unlawful activities.
 - (d) The proposed event has the articulable and realistic potential to be detrimental to the character of the theatre as a multi-purpose community facility.
 - (4) At least 48 hours prior to the commencement of an event, the renter's designated representative must meet with a City employee who will provide to the renter's representative operational instruction pertaining to the Facility's electrical, HVAC, and lighting systems.
 - (5) Prior to using the Facility, an authorized representative of the renter must participate in a walk-through inspection of the Facility. Any damaged, broken, or malfunctioning equipment or furnishings present in the Facility shall be recorded at this time. A second walk-through shall be made at the completion of the event, and any variance in the condition of the Facility and its contents between the times of the

respective walk-throughs shall be recorded. The renter will be billed for the recorded damages. Payment of this bill for damages is due within five business days of the date of the invoice.

- (6) If generally accepted best practices for a venue such as the Sunset Theatre indicate that on-site security should be deployed for a proposed event, the renter is responsible for procuring and paying for the services of properly trained security/off-duty law enforcement personnel.
- (7) No rice or birdseed is to be thrown inside the Facility.
- (8) No chewing gum is to be offered for sale.
- (9) The renter is responsible for maintaining the cleanliness and sanitary conditions of the Facility during the event. Before vacating the Facility's premises, the renter must ensure that the Facility is restored, with the exception of ordinary wear and tear, to the condition in which the Facility was found at the time of the pre-event walkthrough previously referenced in these rules and regulations.
- (10) If the renter fails to clean-up the facility as required by the rental agreement and these rules and regulations, the renter's security deposit will be forfeited to the City.
- (11) Cleaning supplies and trash can liners are available for use. Trash shall be deposited in the designated locations.
- (12) Items left in the Facility for disposition and/or disposal by the City will result in the forfeiture of the renter's security deposit to the City. Furthermore, any such items found in the Facility after the termination of the rental agreement shall be deemed to be abandoned property that is subject to removal and disposition in the sole discretion of the City.
- (13) In the absence of explicit approval from Department personnel, no decorations, posters, pictures, banners, or other such items shall be fastened to the Facility's walls, windows, woodwork, doors, or curtains.
- (14) In the absence of explicit approval from Department personnel, no decorations, posters, pictures, banners, or other such items may be placed on stands in any area of the Facility.
- (15) No nails, tacks, staples, or screws of any kind may be applied to any part of the interior or exterior of the Facility.

- (16) Only approved tapes, such as blue painter's tape and gaff tape, may be applied to the stage floor. If an approved tape is applied to the stage floor, the tape must be completely removed by the renter prior to the termination of the rental agreement.
- (17) No painting, wood cutting, or drilling shall be done on the stage or in the adjacent support areas.
- (18) All scenery elements are to be flame retardant. The use of open flame (candles, matches, lighters, etc.) is expressly prohibited.
- (19) No scenery, stage furniture, props, costumes, equipment, or other types of items may block any exits, loading doors, storage rooms, sidewalks, or parking areas at any time.
- (20) Any stage props that have power must meet current electrical codes. Such props are subject to inspection and approval. Any props that do not pass inspection are subject to immediate removal from the Facility.
- (21) The renter is encouraged to provide posters, banners, and promotional material for the "Coming Attractions" display board at the theatre's entrance. Any items to be displayed on the "Coming Attractions" board are subject to approval by the Department.
- (22) The renter shall not change the location or use of the lobby displays, easels, or signs without prior approval.
- (G) The renter shall ensure, and does warrant by executing the rental agreement, that all copyrighted material to be performed within the Facility has been duly licensed or consent has been obtained from the copyright owners or their representatives. Furthermore, the renter agrees to indemnify and hold the City of Asheboro harmless from any and all claims, losses, or expenses incurred as a result of intellectual property law compliance issues. By way of illustration and not limitation, the renter shall pay all of the City's costs and expenses, including reasonable attorney's fees, incurred in defense of or as a result of any claims respecting copyrights, trademarks, and related intellectual property matters.
- (H) The renter shall be responsible for the payment of any and all taxes, permits, fees (including without limitation alcoholic beverage control permit fees and fees associated with intellectual property licensing rights), and other charges arising out of or connected with the renter's use of the Facility. Furthermore, the renter shall, and does agree by executing the rental agreement, to save and

hold the City harmless from any and all obligations with respect to such taxes, permits, fees, and other charges.

(I) If permission is granted by the Department for the renter to hold a catered event (food beyond normal concession products), the food must be served and consumed in areas approved by the Department during the rental agreement review and approval process.

(J) The renter is responsible for providing the following at the renter's own expense:

(1) If the Facility's sound system is needed for an event, a responsible adult must be designated to operate the sound system.

(2) If the Facility's light system is needed for an event, a responsible adult must be designated to operate the light system.

(3) If needed, ushers for the event.

(4) If needed, ticket sellers /takers for the event.

(5) As needed, a money box and petty cash.

(K) Fire extinguishers and exits:

(1) All persons/groups acting for or on behalf of a renter are responsible for knowing the location of all fire extinguishers and exits. A location map will be provided by the Department.

(2) Prior to each event or each performance, an individual acting on behalf of the renter must make an announcement stating the location of restrooms and emergency exits.

(L) The City reserves the right to cancel any event, at any time, on the basis of rental agreement violations.

(M) For the listed fees, the following items/services are available:

(1) Ticket Design Service (\$75.00 for up to 390, tickets printed on one side)

(2) One Poster for Display Case (\$25.00 per poster)

Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on April 1, 2019

The Asheboro ABC Board met on Monday, April 1, 2019, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC.

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

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

The Board reviewed and there being no objection, approved the minutes of the March 4, 2019, Board meeting.

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

The Asheboro City Council passed Resolution 14 RES 3-19 supporting the current ABC system in North Carolina and opposing forced mergers of local ABC systems. The GM provided copies of the Resolution to Senator Tillman and Representatives Hurley and McNeill.

House Bill 91 "ABC Modernization/PED Study" is set to be heard by the House Committee on Alcoholic Beverage Control on April 16, 2019. The Bill includes laws to require all ABC boards in a single county to merge into one; exempt mixed beverage permit holders from needing a purchase transportation permit; requires the ABC Commission to report on its progress in selecting a contractor to distribute spirits; requires local boards to order liquors on the special order list if requested by a patron; allows local ABC boards to charge a service fee to deliver to mixed beverage accounts; allow Sunday sales at ABC stores; and allow tastings in ABC stores.

House Bill 536 "ABC Omnibus Regulatory Reform" is set to be heard by the House Committee on Alcoholic Beverage Control on April 3, 2019. The Bill includes laws to allow locations that do not serve food or are not private clubs to serve mixed beverages (spiritous liquor); distilleries to sell spirits distilled by them at retail; allow ABC stores to be open on all holidays and Sundays if approved by the appointing authority; and to allow tastings at ABC stores.

A Bill to privatize the local ABC system (Modern Licensure Model for Alcohol Control) is expected to be introduced in the coming days.

The Board received notice of a class action settlement against Visa and Master Card alleging the credit card companies overcharged fees from January 1, 2004 to January 25,

2019. The board has the option to opt out of the settlement or to join and receive compensation as determined by the US District Court, Eastern District of New York. Upon motion by Bob Morrison, the GM was directed to complete the process to join the settlement. The motion was approved by the Board.

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

1. Changes in bank fees charged
2. QuickBooks Bill Pay
3. Asheboro ABC sales statistics comparing:
 - March 2019 sales with the previous month indicate:
 - An overall +18.9% change (all sales and tax collections)
 - March 2019 sales with sales from the same month last year indicate:
 - Retail Sales +3.6% (\$276,288.10)
 - Mixed Beverage Sales: +2.9% (\$38,314.75)
 - Sales Tax Collections: +3.7% (\$19,361.58)
 - Overall Collections: +3.55% (\$333,964.43)
 - March 2019 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: +4.5%
 - Mixed Beverage Bottle Sales: +3.1%
 - Overall Bottle Sales: +4.4%

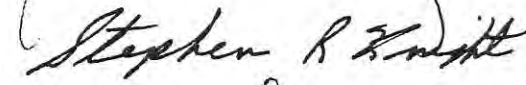
The next regular Asheboro ABC Board meeting will be held Monday, May 6, 2019, at 5:30 p.m.

There being no further business, the meeting was adjourned.

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

5-6-19


GM


ASHEBORO ABC BOARD
ANNUAL BUDGET FOR FISCAL YEAR 2018-2019
AMENDED MAY 16, 2019

	Original	Amended	Variance
Sales	3,350,250.00	3,370,000.00	19,750.00
Other Income	250.00	50.00	(200.00)
Total	3,350,500.00	3,370,050.00	19,550.00
Less Taxes	768,939.75	775,111.50	6,171.75
Net Sales	2,581,560.25	2,594,938.50	13,378.25
Less Cost of Sales	1,755,460.97	1,765,906.20	10,445.23
Gross Profit	826,099.28	829,032.30	2,933.02
Less:			
<u>Operating Expenses</u>			
Salaries, benefits and fees	325,000.00	318,000.00	(7,000.00)
Payroll taxes	26,000.00	25,440.00	(560.00)
Rent	64,800.00	64,800.00	-
Repairs and maintenance	6,250.00	5,000.00	(1,250.00)
Utilities	16,000.00	15,000.00	(1,000.00)
Insurance - general and bonds	17,000.00	12,000.00	(5,000.00)
Supplies and janitorial	9,500.00	8,980.00	(520.00)
Travel and training	3,000.00	2,500.00	(500.00)
Professional services	10,000.00	11,000.00	1,000.00
Dues and subscriptions	1,200.00	550.00	(650.00)
Bank fees and charges	35,500.00	39,000.00	3,500.00
Miscellaneous & Contingencies	9,470.00	4,000.00	(5,470.00)
Total Operating Expenses	523,720.00	506,270.00	(17,450.00)
Operating Income	302,379.28	322,762.30	20,383.02
Less:			
<u>Capital Expenditures</u>			
Future Facility Fund	40,000.00	40,000.00	-
Capital Improvements	24,617.04	20,000.00	(4,617.04)
Total Capital Expenditures	64,617.04	59,680.00	(4,937.04)
Net Income before Distributions	237,762.24	263,082.30	25,320.06
Less:			
<u>Distributions</u>			
Law Enforcement	14,265.73	14,263.62	(2.11)
Alcohol Education and Rehab	19,496.50	19,498.68	2.18
City of Asheboro General Fund	204,000.00	229,000.00	25,000.00
Total Distributions	237,762.24	262,762.30	25,000.07
Net Income after Distributions	-	-	-

Amended May 16, 2019, and placed on the Board's June 3, 2019, agenda for ratification.


 Rodney E. Johnson, General Manager



Phone (336) 629-2530 • Fax (336) 629-2704

700 South Fayetteville Street, Asheboro, NC 27203

BUDGET MESSAGE FOR FISCAL YEAR 2019-2020

North Carolina General Statute § 18B-702 "Financial operations of local boards" requires the Asheboro ABC Board Finance Officer prepare for the Board's consideration an annual budget applicable for fiscal years. Upon adoption, no monies may be expended except as provided by the budget or as authorized by specific statute.

Retail operation of the Board's single store commenced with its first sale on November 18, 2008. As of April 30, 2019, the single store located at 700 South Fayetteville Street has collected \$33,645,771.63 in sales and tax revenues. Sales and tax revenues are differentiated in this message to emphasize the mission of a local ABC board to not only sell spirits in a controlled environment, but also to collect significant tax revenues from those electing to purchase spirits.

Since January 2010, average collections have increased each year by 4.6%. This average growth includes the collections drop experienced last year (FY 2017-18); the only year since sales began that collections did not grow as compared to a previous year. During the period from July 1, 2018, through April 30, 2019, collections increased 8.2% as compared to the same ten-month period the previous fiscal year (FY2017-18).

The attached Proposed Budget forecasts FY 2019-20 collections will increase by a modest 4.5% over FY 2017-2018. Expense and profit margins remain steady and the Board will increase monthly distributions to the City Of Asheboro from \$17,000 per month to \$18,000 per month with additional distributions as excess operating capital permits.

On-going goals include continuation of the Board's mission of responsibly controlling the sale and distribution of alcoholic beverages, superior customer service, and operational efficiency designed to increase profit margins.

The Asheboro ABC Board Budget Ordinance for fiscal year July 1, 2019, through June 30, 2020, prepared in accordance with governing laws and the Board's stated desire to continue a responsibly sound fiscal policy, is hereby presented to the Board for consideration.

Respectfully submitted this 20th day of May 2019.


Rodney E. Johnson
General Manager
Budget Officer

Attachment: Proposed Budget Ordinance for Fiscal Year 2019-2020

cc: Jeff Sugg, City of Asheboro
NC ABC Commission

J. Brooke Schmidly, Chair • Stephen R. Knight, Board Member
Robert E. Morrison, Board Member • Rodney E. Johnson, General Manager

ASHEBORO ABC BOARD
PROPOSED Budget for Fiscal Year 2019-20

Sales	3,521,650.00	
Other Income	50.00	
	Total	\$3,521,700.00
Less Taxes	809,991.00	
	Net Sales	\$2,711,709.00
Less Cost of Sales	1,845,370.80	
	Gross Profit	\$866,338.20
Less:		
<u>Operating Expenses</u>		
Salaries, benefits and fees	332,310.00	
Payroll taxes	26,584.80	
Rent	64,800.00	
Repairs and maintenance	5,000.00	
Utilities	15,180.00	
Insurance - general and bonds	15,500.00	
Supplies and janitorial	8,980.00	
Travel and training	2,500.00	
Professional services	11,000.00	
Dues and subscriptions	550.00	
Bank fees and charges	39,000.00	
Miscellaneous & Contingencies	7,920.00	
	Total Operating Expenses	\$529,324.80
	Operating Income	\$337,013.40
Less:		
<u>Capital Expenditures</u>		
Future Facility Fund	40,000.00	
Capital Improvements	20,001.90	
	Total Capital Expenditures	\$60,001.90
Net Income before Distributions		\$277,011.50
Less:		
<u>Distributions</u>		
Law Enforcement	15,235.63	
Alcohol Education and Rehab	20,775.86	
City of Asheboro General Fund	241,000.00	
	Total Distributions	\$277,011.50
Net Income after Distributions		\$0.00

Submitted this 20th day of May 2019


Rodney E. Johnson, General Manager

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION AWARDING TO BENNIE S. DAVIS
HIS SERVICE SIDE ARM UPON RETIREMENT FROM THE
ASHEBORO POLICE DEPARTMENT

WHEREAS, after rendering honorable and valuable service to the City of Asheboro and its citizens throughout the course of his Asheboro Police Department career that dates back to January 1995, Master Police Sergeant Bennie S. Davis will begin his retirement from employment with the city effective July 1, 2019; and

WHEREAS, pursuant to and in accordance with Section 20-187.2 of the North Carolina General Statutes, the Asheboro City Council wishes to recognize and honor Sergeant Davis for his dedicated service to the city by awarding to him, at a minimal monetary cost, the service side arm that he carried at the time of his retirement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, effective July 1, 2019, in consideration of the combination of his dedicated service to the City of Asheboro and the payment to the city of \$1.00, Bennie S. Davis is to be awarded ownership of his city-issued service side arm (a Glock 23, Generation 4 with serial no. SFS 956 and three magazines) upon a determination by the chief of police that Mr. Davis is eligible under the applicable federal and state laws to receive, own, or possess a firearm.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 6th day of June, 2019.

David H. Smith, Mayor

ATTEST:

Tammy M. Williams, Deputy City Clerk

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION ADOPTING THE 2019 LOCAL GOVERNMENT
AGENCIES GENERAL RECORDS RETENTION AND
DISPOSITION SCHEDULE**

WHEREAS, in accordance with Chapters 121 and 132 of the General Statutes of North Carolina, records compiled by the City of Asheboro may only be destroyed with the consent of the North Carolina Department of Natural and Cultural Resources; and

WHEREAS, the Government Records Section of the Division of Archives and Records within the North Carolina Department of Natural and Cultural Resources promulgates records retention schedules that establish minimum retention periods for the categories of records listed in the schedules; and

WHEREAS, these retention schedules are the primary means by which the Department of Natural and Cultural Resources gives its consent for the destruction of records; and

WHEREAS, in March 2019, the Division of Archives and Records released a new retention schedule known as the *2019 Local Government Agencies General Records Retention and Disposition Schedule* (the “General Schedule”); and

WHEREAS, the General Schedule, which is hereby incorporated into this Resolution by reference as if copied fully herein, is applicable to the City of Asheboro; and

WHEREAS, a printed copy of the General Schedule is available in the city clerk’s office for inspection and copying, and an electronic file with the General Schedule has been made available to the mayor and council members for review; and

WHEREAS, a signature page indicating approval by the city’s governing board of the General Schedule has been attached to this Resolution as EXHIBIT 1 and is hereby incorporated into this Resolution by reference as if copied fully herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the General Schedule is hereby approved; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that Mayor Smith is authorized and directed to execute on behalf of the municipal corporation the General Schedule signature page attached to this Resolution as EXHIBIT 1; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the city clerk is authorized and directed to transmit the approved General Schedule, specifically including without limitation the executed signature page identified as EXHIBIT 1, to the appropriate officials/employees within the North Carolina Department of Natural and Cultural Resources.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 6th day of June, 2019.

David H. Smith, Mayor

ATTEST:

Tammy M. Williams, Deputy City Clerk

EXHIBIT 1

STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS

Official records pertaining to the authority, operating philosophy, methods, primary functions, and routine office administration of local agencies.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ABSTRACTS OF MUNICIPAL ELECTIONS Copies of abstracts prepared by the County Board of Elections and forwarded to the municipal clerk.	Destroy in office when reference value ends. [†] Agency Policy: Destroy in office after <u>5 years from</u> <u>date of receipt.</u> <i>Retention Note: Official record maintained permanently by the County Board of Elections.</i>	Authority: G.S. § 163-300
2.	ACCREDITATION RECORDS Records documenting accreditations and certifications received by the agency. Includes applications, final reports, and other related records.	Destroy in office 5 years after superseded or obsolete.	Authority: 10A NCAC 48B
3.	ADMINISTRATIVE DIRECTIVES, REGULATIONS, AND RULES	a) Retain in office official copy permanently. b) Destroy in office remaining records after 3 years.	
4.	AGENDA AND MEETING PACKETS Includes agendas and copies of supporting documentation submitted and discussed during meetings of public bodies. Also includes documentation of outside meetings attended by agency personnel. See also MINUTES OF PUBLIC BODIES , page 11, item 42.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends. [†] Agency Policy: Destroy in office after <u>3 years with</u> <u>the exception of notes taken by City</u> <u>Clerk. Clerk's notes are destroyed in</u> <u>office after final adoption of minutes.</u>	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

[†] See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.	APPLICATIONS FOR APPOINTMENT Applications and related records received from individuals applying for appointments to serve on public boards, commissions, councils, and committees.	a) Destroy in office records concerning appointed individuals 1 year after expiration of term. b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after <u>3 years from date of receipt</u>	
6.	APPOINTMENT REPORTS Includes annual appointment reports filed with the NC Department of the Secretary of State.	Destroy in office after 2 years.	Authority: G.S. § 143-157.1
7.	AUDIO AND VIDEO RECORDINGS OF MEETINGS See also MINUTES OF PUBLIC BODIES , page 11, item 42.	Destroy in office after approval of official written minutes. <i>NOTE: If these serve as the official minutes, as allowed by G.S. § 143-318.10(e), their retention should be permanent. These disposition instructions apply to recordings produced solely for the purpose of generating official written minutes.</i>	
8.	AUDITS: PERFORMANCE Records concerning internal and external audits conducted to assess the function of government programs. Includes reports, working papers, corrective measures, and other related records. See also AUDITS: FINANCIAL , page 19, item 6.	a) Retain in office permanently reports related to internal compliance or operational audits, hazardous material, or those that document a significant change in agency practices. b) Destroy in office remaining audit reports after 10 years. c) Destroy in office documentation of corrective measures 2 years after their implementation. d) Destroy in office working papers and remaining records when superseded or obsolete.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9. 	BLUEPRINTS AND SPECIFICATIONS Blueprints and specifications of agency owned buildings and facilities. Includes as-built plans and related records concerning approved changes.	a) Transfer as-built drawings to new owner when agency relinquishes ownership of building or facility. b) Retain in office as-built drawings for life of structure and then destroy. c) Destroy in office blueprints, floorplans, and other preliminary design and construction documents when superseded or obsolete.	Confidentiality: G.S. § 132-1.7
10.	BONDS Records documenting written guarantees from a third party, including bid bonds, payment bonds, performance bonds, and surety bonds. See also BIDS FOR PURCHASE , page 20, item 10, and PROJECTS , page 14, item 53.	Destroy in office 5 years after expiration or cancellation.	
11.	BULLETINS Internal information sharing materials that circulate information within the agency. Also includes memoranda and newsletters.	Destroy in office when superseded or obsolete.	
12.	BUSINESS CERTIFICATION RECORDS Applications and supporting documentation submitted by businesses to be certified as a Small Business Enterprise (SBE) or other classification.	a) Destroy in office all documentation 3 years after most recent recertification. b) If certification was never issued, destroy in office all documentation when reference value ends. [†] Agency Policy: Destroy in office after ^{3 years from} date of receipt.	
13.	BUSINESS DEVELOPMENT SUBJECT FILE	Destroy in office after 3 years.	
14.	CALENDARS OF EVENTS AND APPOINTMENTS	Destroy in office when superseded or obsolete.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.	CENSUS PROJECT RECORDS Records created to assist the U.S. Census Bureau with the decennial census.	Destroy in office when reference value ends. [†] Agency Policy: Destroy in office after <u>11 years from date of creation of record</u> .	
16.	CHARTER RECORDS Charter and charter proceedings related to adoption, amendment and/or repeal.	Retain in office permanently.	
17.	CITIZEN COMMENTS, COMPLAINTS, PETITIONS, AND SERVICE REQUESTS Records concerning objections, dissatisfaction, or disagreements with actions or positions taken or not taken by the agency. Includes comments and petitions submitted by citizens requesting action as well as routine requests for service. Also includes requests for reasonable accommodation under Title II of the Americans with Disabilities Act, including survey of agency buildings to determine accessibility to the physically handicapped, federal regulations, proposals for implementing the act, correspondence (including e-mail), resolutions, and solutions to access problems. See also CIVIL RIGHTS RECORDS , page 44, item 5.	a) Transfer records as applicable to LITIGATION CASE RECORDS , page 47, item 17. b) Destroy in office comments, informal complaints, petitions, and requests 1 year after resolution.* c) Destroy in office accommodation requests and complaints 2 years after resolution.*	Authority: 42 USC 12132
18.	CITIZEN REBATE PROGRAM RECORDS Applications, receipts, and related records concerning rebate programs sponsored by the agency. These records document programs and incentivized actions that citizens may opt into.	a) Destroy in office financial records 3 years after approval.* b) Destroy in office applications 1 year after approval. c) Destroy in office denied applications when reference value ends. [†] Agency Policy: Destroy in office after <u>3 years from date of denial</u> .	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

[†] See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	CITIZEN SURVEYS Surveys and related records addressing agency services, policies, and other concerns.	Destroy in office when reference value ends. [†] 3 years from date of distribution of results of survey. Agency Policy: Destroy in office after	
20.	COLLECTED DATA Information and statistics compiled and analyzed for research purposes or to support the functions of the agency.	Destroy in office when superseded or obsolete.	If data contains confidential information, abide by relevant restrictions.
21.	COMPREHENSIVE PLAN Long-range plan outlining policies, guidelines, and plans for future development of the agency. Includes official copy of comprehensive plan and all background surveys, studies, reports, and draft versions of plans. Also includes strategic plans and business plans, as well as goals and objectives.	a) Retain in office comprehensive plans and strategic plans permanently. b) Destroy in office background surveys, studies, reports, and drafts 5 years after adoption of plan. c) Destroy in office business plans 2 years after execution of plan. d) Destroy in office goals and mission statements when superseded or obsolete.	
22.	CORRESPONDENCE AND MEMORANDA Administrative and management correspondence/memoranda (including e-mail) written or received by the office concerning agency authority, operating philosophy, purpose, methods, and any other function. For information on handling e-mail and text or instant messages, see ELECTRONIC RECORDS , page 78.	a) Transfer correspondence (including e-mail) with historical value to HISTORY RECORDS , page 8, item 32, after 3 years. b) Destroy routine administrative correspondence and memoranda after 1 year. c) Destroy in office remaining records after 3 years. <i>Retention Note: The correspondence (including e-mail) of the most senior administrator has historical value and should be retained permanently.</i>	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

[†] See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
23.	CUSTOMER CALL CENTER RECORDINGS Recordings of calls to customer service centers made for quality assurance and training purposes.	Destroy in office after 30 days.	
24.	EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS Records concerning the maintenance, repair, routine testing, and inspection of agency owned equipment and vehicles. Also includes warranties. See also GRANTS , page 8, item 31, and SYSTEM MAINTENANCE RECORDS: HARDWARE REPAIR OR SERVICE , page 40, item 15.	a) Destroy in office records documenting routine inspections, janitorial cleaning, and routine maintenance of equipment and vehicles after 1 year.* b) Destroy in office records documenting all other maintenance and repairs after 3 years.* c) Destroy in office warranties 1 year after expiration.	
25.	EQUIPMENT AND VEHICLE REFERENCE RECORDS Includes operation, specification, and technical manuals. Also includes brochures, bulletins, and related documentation.	Destroy in office when superseded or obsolete.	
26.	EQUIPMENT, FACILITY, AND VEHICLE USAGE RECORDS Records documenting the assignment, request, and usage of agency assets. Also includes mileage and checkout logs, fuel consumption reports, reservation requests, authorizations, utility usage logs, and similar records.	a) Destroy in office after 3 years if records are used for allocating costs or determining payment under rental or lease agreements.* b) Destroy in office remaining records after 1 year.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

2019 LOCAL GOVERNMENT AGENICES GENERAL RECORDS RETENTION AND DISPOSITION SCHEDULE



1

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
27.	FACILITY MAINTENANCE, REPAIR, AND INSPECTION RECORDS Records documenting maintenance, repair, and inspection of agency-owned facilities. See also CONTRACTS, LEASES, AND AGREEMENTS , page 45, item 8.	a) Destroy in office records documenting routine inspections, janitorial cleaning, environmental monitoring, and routine maintenance of facilities after 1 year. b) Destroy in office records documenting system repair and improvement (including plumbing, electrical, fire, and other systems) after 3 years.	
28.	FORMS AND TEMPLATES Blank forms, templates, and letterhead used to create agency records.	Destroy in office when superseded or obsolete.	
29.	GOVERNING AND ADVISORY BODY MEMBER FILES Records concerning members of public boards, commissions, councils, and committees. Includes codes of conduct, ethics statements, agreements, notices of resignation, and other related records. Also includes biographical information and waivers. See also APPLICATIONS FOR APPOINTMENT , page 2, item 5, and OATHS OF OFFICE , page 47, item 18.	a) Retain in office records with historical value permanently. b) Destroy in office 1 year after superseded or obsolete waivers from board members choosing not to receive stipend/per diem payments. c) Destroy in office remaining records 1 year after service ends.	
30.	GRANT PROPOSALS Proposals submitted for grants, including applications, correspondence (including e-mail), and other related records.	a) Transfer records concerning approved grants to GRANTS , page 8, item 31. b) Destroy in office rejected or withdrawn grant proposals when reference value ends.† Agency Policy: Destroy in office after <u>1 year from date of rejection or withdrawal</u> .	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

1

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
34.	INDICES Listings of where specific information can be found.	Destroy in office when superseded or obsolete.	
35.	INTERAGENCY PROGRAMS Records of programs involving more than one government agency. Includes resource materials, program information, and other related records.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>3 years from date of program close-out.</u>	
36.	INVENTORIES Inventories describing the type of property (including equipment and facilities other and fixed assets), its location, and related information. Also includes inventory control and usage records, such as requisitions/draw tickets, mileage logs, request forms, and other related records.	a) Destroy in office lists of properties, facilities, fixed assets, supplies, and surplus property when superseded or obsolete. b) Destroy in office inventory control and usage records after 3 years.	
37.	LEGISLATION AND REGULATORY RECORDS Notices and copies of proposed or adopted state or federal legislation or regulations affecting the agency.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>1 year from date of receipt of updated notices.</u>	
38.	LOGISTICS MATERIALS Records concerning scheduled plans of agency personnel. Includes routine notices, task lists, and arrangements.	Destroy in office after 1 year.	
39.	MAIL: UNDELIVERABLE/RETURNED Outgoing agency mail returned by the post office for any reason, including insufficient postage, incorrect address, forwarding order expired, etc. Also includes outgoing e-mail returned for any reason.	Destroy in office after 30 days.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
40. 	MAILING AND DISTRIBUTION RECORDS Includes mailing and meeting notification lists, e-mail distribution lists, Sunshine Lists, and related documentation of transactions with the U.S. Postal Service, state courier, or private carriers.	a) Destroy in office Sunshine Lists when superseded or obsolete. b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after <u>3 years.</u>	Confidentiality: G.S. § 132-1.12 G.S. § 132-1.13
41.	MEMBERSHIP RECORDS Records concerning associations, organizations, groups, etc., with which the agency is involved. Includes records concerning memberships or registrations on behalf of the agency or agency personnel.	Destroy in office when superseded or obsolete.	

1

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
42.	MINUTES OF PUBLIC BODIES Includes minutes of the governing board and all subsidiary and advisory boards. Subsidiary boards are defined as boards that exercise or are authorized to exercise legislative, policy-making, quasi-judicial, or administrative functions. Also includes minutes of subcommittees of the governing board and its subsidiary and advisory boards. See the MICROFILM section on page 82 for instructions on microfilming. See also AGENDA AND MEETING PACKETS , page 1, item 4, and AUDIO AND VIDEO RECORDINGS OF MEETINGS , page 2, item 7. If there are other boards in the operational standard(s) or if the Workforce Development standard is included, add references to those boards here.	a) Retain in office permanently official minutes of the governing board and its subsidiary boards as well as all attachments necessary to understand the body's actions. b) The official minutes of advisory boards may be destroyed only upon approval by the State Archives of North Carolina. The State Archives reserves the right to designate the minutes of any advisory board as permanent. c) Destroy in office minutes of committees or subcommittees when reference value ends, if the minutes or actions and decisions of the committee are entered as part of the minutes of the parent board. If minutes or actions and decisions of the committee or subcommittee in question are not entered as part of the minutes of the parent board, the State Archives reserves the right to designate the minutes as permanent.† Agency Policy: Destroy in office after <u>incorporation into the minutes of the parent board; otherwise retain permanently.</u>	Authority: G.S. § 143-318.10
43.	MINUTES (STAFF MEETINGS) Minutes of staff meetings, including all referenced and attached documentation.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records after 1 year.	
44.	MISCELLANEOUS (NON-BUILDING) APPLICATIONS, LICENSES, AND PERMITS Includes, but not limited to, applications and permits regarding burning, special events, and landscape establishment.	a) Destroy in office 1 year after expiration of license/permit. b) Destroy in office applications for which a license/permit was never issued when reference value ends.† Agency Policy: Destroy in office after <u>1 year.</u>	Authority: G.S. § 66-77

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
45.	NOTICES OF PUBLIC MEETINGS Includes notices and regular meeting schedules. See also AFFIDAVITS OF PUBLICATION , page 43, item 1, and PUBLICITY RECORDS , page 69, item 12.	Destroy in office after 1 year.	
46.	 OFFICE SECURITY RECORDS Records concerning the security of agency offices, facilities, vehicles, equipment, and personnel. Includes visitors' register; security, employee, or contractor access to facilities or resources; and surveillance system reports and recordings.	a) If the recording becomes evidence in a personnel investigation or lawsuit, transfer to DISCIPLINARY ACTIONS , page 54, item 12, or LITIGATION CASE RECORDS , page 47, item 17. b) Destroy in office recordings not required to support known investigations or litigation after 30 days. c) Destroy in office remaining records after 1 year.	Confidentiality: G.S. § 132-1.7
47.	ORDINANCES Includes code of ordinances. See the MICROFILM section on page 82 for instructions on microfilming.	a) Retain in office official copy permanently. b) Destroy in office ordinance development records when ordinance is no longer in effect. c) Destroy in office additional copies (including tabled or failed ordinances) when reference value ends.† Agency Policy: Destroy in office after <u>3 years.</u>	
48.	PEST CONTROL Records concerning pest abatement or eradication programs overseen by the agency.	Destroy in office after 3 years.*	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS			
ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
49.	POLICIES AND PROCEDURES Records documenting the formulation, planning, and adoption of policies, procedures, and functions of the agency and its departments. File also includes organizational charts, reorganization studies, and similar records describing the arrangement and administrative structure of the agency. See also CIVIL RIGHTS RECORDS, page 44, item 5, POLICIES AND PROCEDURES (PERSONNEL), page 62, item 31, and ELECTRONIC RECORDS POLICIES AND PROCEDURES, page 38, item 7.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
50.	POLL LIST/REGISTRATION LIST/ROSTER/ AUTHORIZATION TO VOTE (ATV) Lists documenting registered electors and votes cast prior to County Board of Elections taking over municipal elections. Includes electronic or paper ATV related records such as ATV books, forms, unused stickers, lists, registers, indexes, or similar records used to verify persons are registered voters at each polling location.	Contact State Archives of North Carolina prior to destroying old poll books and voter registration books.	Authority: G.S. § 163 Art. 15A G.S. § 163-166.7 08 NCAC 10B .0103 52 USC Chap. 205
51.	PRICE QUOTATIONS	Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>3 years</u>.	
52.	PROCLAMATIONS AND ORDERS Proclamations and orders issued by the governing board.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after <u>incorporation into the council's approved meeting minutes.</u>	

** No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.*

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
53.	PROJECTS Includes project correspondence (including e-mail), feasibility studies, final reports, specifications, assessments, notices to proceed, cost estimates, change orders, statements of work, and similar documentation. See also PROJECT DOCUMENTATION , page 39, item 11.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records 3 years after completion of project.	
54.	PROPERTY MANAGEMENT RECORDS Includes appraisals of the financial valuation of agency-owned property as well as surveys, plats, and maps.	Destroy in office when superseded or obsolete.	
55.	RATE AND FEE SCHEDULES Records relating to rates, fees, and regulations concerning agency services.	Destroy in office when superseded or obsolete.	
56.	RECORDS MANAGEMENT Includes correspondence (including e-mail) with state and/or federal agencies with regards to records retention. Also includes records disposition documentation, file plans, and copies of records retention and disposition schedules.	a) Retain in office documentation concerning the final disposition of records permanently. b) Destroy in office remaining records when superseded or obsolete.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.



ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
57.	REFERENCE (READING) FILE Subject files containing informational copies of records organized by areas of interest. Also includes materials that have no regulatory authority for the recipient and are received from outside the agency or from other units within the agency as well as reference copies of documents where another individual or agency is responsible for maintaining the record copy.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>superseded or obsolete.</u>	
58.	REPORTS AND STUDIES Records concerning the performance of a department, program, or project, as well as those created for planning purposes. Includes all annual, sub-annual, or irregularly prepared research studies, reports, and studies generated by an agency or prepared by consultants hired by the agency. Also includes reports required to be submitted to the agency. See also CIVIL RIGHTS RECORDS , page 44, item 5, and COMPREHENSIVE PLAN , page 5, item 21.	a) Retain in office permanently 1 copy of all annual and biennial reports written by the agency. b) Retain in office permanently reports and studies prepared by request of an agency's governing body or a court. c) Destroy in office after 3 years reports prepared monthly, bimonthly, or semi-annually. d) Destroy in office after 1 year activity reports concerning workload measurements, time studies, number of jobs completed, etc., prepared on a daily or other periodic basis. e) Destroy in office when superseded or obsolete reports required to be submitted to the agency. f) Destroy in office remaining reports and studies when reference value ends.† Agency Policy: Destroy in office after <u>3 years</u> . <i>Retention Note: Reports and studies listed elsewhere in this schedule should be retained the specified period of time.</i>	

1

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
59.	REQUESTS FOR INFORMATION Requests received and responses issued by the agency. See also PUBLIC RECORDS REQUESTS , page 69, item 11.	Destroy in office after 1 year after resolution.	
60.	REQUESTS FOR PROPOSALS (RFP) Proposals submitted by vendors in response to requests from agency. See also BIDS FOR PURCHASE , page 20, item 10, and PRICE QUOTATIONS , page 13, item 51.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>3 years.</u>	
61.	RESOLUTIONS File consists of resolutions indicating date, issues or policy involved, and appropriate signatures. See the MICROFILM section on page 82 for instructions on microfilming.	a) Retain in office permanently one copy of final resolution. b) Retain in office permanently resolution development records with historical value. c) Destroy in office additional copies of resolutions (including those tabled or failed) along with all remaining development records when reference value ends.† Agency Policy: Destroy in office after <u>3 years.</u>	
62.	SURPLUS PROPERTY Inventories and reports of agency property to be surplussed.	Destroy in office 3 years after disposition of property.*	
63.	TRACKING MATERIALS Records intended to verify the receipt of information, such as certified mail receipts.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>3 years.</u>	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
64.	TRAVEL REQUESTS Requests and authorizations for travel. Includes forms and itineraries. See also TRAVEL REIMBURSEMENTS , page 28, item 45, and PRICE QUOTATIONS , page 13, item 51.	Destroy in office after 1 year.*	
65.	VEHICLE REGISTRATION CARDS North Carolina registration cards for vehicles in the agency fleet. See also VEHICLE TITLES , page 49, item 23.	Destroy in office when superseded.	
66.	WORK ORDERS Includes date and location of work, cost of materials used and labor, type of work performed, and other related records regarding the repairs of equipment, facilities, and vehicles.	a) Destroy in office 1 year after work is completed.* b) If this is the only record documenting completed work, follow disposition instructions for FACILITY MAINTENANCE, REPAIR, AND INSPECTION RECORDS , page 7, item 27, or EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS , page 6, item 24.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS

Records created and accumulated concerning the managerial control, budgeting, disbursement, collection, and accounting of the agency.

Note: Per 26 CFR 1.148-5(d)(6)(iii)(E), all records necessary to support the tax-exempt status of an agency debt issue must be retained for the life of the debt plus 3 years.

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ACCOUNTS PAYABLE Records concerning the status of accounts in which the agency owes money to firms or individuals. Includes invoices, reimbursements, receipts or bills of sale, check registers, and subsidiary registers. Also includes stop payment notices.	Destroy in office 3 years after payment.*	
2.	ACCOUNTS RECEIVABLE Records concerning receivables owed and collected. Includes billing statements, records of payment received, remittances, subsidiary registers, overpayment or refund records, deposits, fines and fees assessed, and collection of past due accounts.	Destroy in office 3 years after collection.*	
3.	ACCOUNTS UNCOLLECTABLE Records of accounts deemed uncollectable, including returned checks, write-off authorizations, and other related records.	Destroy in office 3 years after account is determined to be uncollectable.*	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	ANNUAL BUDGET Annual budget and budget message submitted to governing board for approval. See also BUDGET REPORTS , page 21, item 16.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records after 3 years. <i>Retention Note: Annual budgets should be entered into the minutes of the governing board.</i>	Authority: G.S. § 159-11
5.	ARBITRAGE RECORDS Records concerning arbitrage rebate calculations and funds rebated.	Destroy in office 3 years after final redemption date of the bonds and after all related debts and obligations have been satisfied.*	Authority: 26 CFR 1.148-3
6.	AUDITS: FINANCIAL Records concerning internal and external audits. Includes reports, working papers, and related records. See also AUDITS: PERFORMANCE , page 2, item 8.	a) Retain in office reports permanently final reports related to internal compliance or operational audits or those that document a significant change in agency practices or have significant administrative value. b) Destroy in office after 10 years final reports related to internal accounting systems and controls and those with limited administrative value. c) Destroy in office working papers and remaining records when superseded or obsolete.*	Authority: G.S. § 159-34
7.	AUTHORIZATION FORMS Authorization to purchase materials.	Destroy in office after 3 years.*	
8.	BANK STATEMENTS AND RECONCILIATIONS Includes bank statements, canceled checks, deposit slips, and reconciliation reports.	Destroy in office after 3 years.*	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	BIDS FOR DISPOSAL OF PROPERTY Records concerning the disposal of surplus property. Includes information about various disposition procedures used, such as sealed bids and public auction. See also ACCOUNTS RECEIVABLE , page 18, item 2.	Destroy in office all records after the disposition of property has been recorded in governing board's minutes.*	Authority: G.S. § 153A-176
10.	BIDS FOR PURCHASE Records documenting quotes to supply products and services. Includes advertisements, tabulations, awards letters, records of bids, good faith effort documentation, and related records concerning accepted and rejected bids.	a) Transfer records to CONTRACTS, LEASES, AND AGREEMENTS , page 45, item 8 when bid is approved. b) Destroy in office bid records not awarded or opened after 1 year.*	Authority: G.S. § 143 Article 8
11.	BOND CLOSING RECORDS Includes applications, agreements, tax records, contracts, official statements, legal opinions, rating letters, public hearing bonds, title insurance, deeds of trust, and other related records concerning bonds issued by the agency. Also includes records concerning expenditure and/or investment of bond proceeds.	Destroy in office 3 years after entire issuance has been satisfied.*	Authority: G.S. § 159 Article 7
12.	BOND REGISTER Records of all bonds, notes, and coupons issued by the agency detailing the purpose of issuance, the date of issue, serial numbers (if any), denomination, maturity date, and total principal amount.	Retain in office permanently.	Authority: G.S. § 159-130
13.	BONDS, NOTES, AND COUPONS	Destroy in office 1 year from date of payment.	Authority: G.S. § 159-139

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14.	BUDGET ADMINISTRATION RECORDS Records of budget administration. Includes research, correspondence, and other related records.	Destroy in office after 2 years.*	
15.	BUDGET EXECUTION RECORDS Records of authorizations to move funds between budget codes.	Destroy in office when released from audits.	
16.	BUDGET REPORTS Includes daily detail reports and monthly budget reports. Also includes contract budget and expenditure reports and summaries of tax allocations. See also ANNUAL BUDGET , page 19, item 4.	a) Destroy in office daily detail reports after 1 year.* b) Destroy in office remaining reports after 3 years.*	
17.	BUDGET REQUESTS AND WORKING PAPERS Includes budget requests, cost estimates, expenditures, program requests, salary and wage lists, correspondence (including e-mail), and related records.	Destroy in office after 3 years.*	Authority: G.S. § 159-10
18.	BUDGET RESOLUTIONS AND ORDINANCES Includes project ordinances, budget resolutions, and amendments. See also MINUTES OF PUBLIC BODIES , page 11, item 42.	a) Retain official copies in the minutes of the governing board. b) Destroy in office remaining copies when reference value ends.† Agency Policy: Destroy in office after <u>1 year from end of the fiscal year.</u>	Authority: G.S. § 159-8 G.S. § 159-13 G.S. § 159-13.2 G.S. § 159-15

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	COST ALLOCATION PLANS Accounting report that calculates and spreads agency-wide indirect costs to departments and funds that receive a service from other departments.	Destroy in office after 3 years.*	
20. 	CREDIT/DEBIT/PROCUREMENT CARD RECORDS Records of assignment of agency credit cards and purchasing cards along with authorization logs.	Destroy in office when superseded or obsolete.*	Confidentiality: G.S. § 132-1.2(2)
21.	DONATIONS AND SOLICITATIONS Records concerning requests made to agency by outside organizations. Includes applications and other related records. See also FUND DRIVE AND EVENT RECORDS , page 68, item 6.	a) Destroy in office records supporting approved donations 1 year after payment. b) Destroy in office rejected applications after 30 days.	
22. 	ELECTRONIC FUNDS TRANSFERS (EFT) Includes forms authorizing electronic transfer of monies via wire transfer or automated clearing house (ACH) as well as ACH bank reports.	Destroy in office when superseded or obsolete.	Confidentiality: G.S. § 14-113.20
23.	ESCHEATS AND UNCLAIMED PROPERTY Records containing information required to be included in holder reports submitted to the State Treasurer's office. For more information, see the State Treasurer's memo, " Annual Reporting of Unclaimed Property ."	a) Destroy in office after 10 years if report was filed prior to July 16, 2012.* b) Destroy in office after 5 years if report was filed on or after July 16, 2012.*	Authority: G.S. § 116B-60 Retention: G.S. § 116B-73

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
24.	FINANCIAL JOURNALS AND LEDGERS	a) Destroy in office year-end summaries of receipts and disbursements after 3 years.* b) Destroy in office daily, monthly, or quarterly transaction detail journals and ledgers after 1 year.*	
25.	FINANCIAL REPORTS	a) Destroy in office annual financial reports or other reports generated to inform decision-making after 3 years.* b) Destroy monthly or quarterly reports generated for operational purposes after 1 year. c) Destroy logs and distribution repots generated to track transactions when released from audits.	
26.	GOVERNMENT EMPLOYEES RETIREMENT SYSTEM MONTHLY REPORTS Reports produced by the North Carolina Department of State Treasurer regarding the Teachers' and State Employees' Retirement System (TSERS) and the Local Governmental Employees' Retirement System (LGERS).	Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>1 year.</u>	

2

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
27.	GRANTS: FINANCIAL Records concerning approved federal, state, and private grants received or issued by the agency. Includes all relevant accounting, purchasing, payroll, and other financial records. See also GRANTS , page 8, item 31.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. b) Destroy in office records of state and private grants 5 years after final financial report is filed.* c) Destroy in office records of other federal grants 3 years after final financial report is filed. d) Destroy in office records not relating to a specific grant or to grants not funded after 1 year. <i>Retention Note: According to 2 CFR 200.333(c), records for real property and equipment acquired with Federal funds must be retained for 3 years after disposition of the property/equipment.</i>	Retention: 09 NCAC 03M .0703 2 CFR 200.333
28.	INVESTMENTS Includes fund information, portfolio listings and reports, balance sheets, exchange or consent instructions, broker confirmations, notices, and other documentation related to agency investments. Also includes transaction schedules for projecting revenue on investments as well as performance investment reports issued by broker or investment firm.	a) Destroy in office transaction schedules after 2 years.* b) Destroy in office performance investment reports when reference value ends. c) Destroy in office all remaining records after 3 years.*	Authority: G.S. § 159-30

2

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
29.	LOAN RECORDS Records concerning loans received by the agency. Includes documentation of intent to proceed, loan agreements, promissory notes, letters of credit, statements, notices of principal and interest due, and other related records.	Destroy in office 5 years after satisfaction or cancellation of loan.*	
30.	LOCAL GOVERNMENT COMMISSION FINANCIAL STATEMENTS	Destroy in office after 3 years.*	Authority: G.S. § 159-33
31.	LONGEVITY PAY	Destroy in office after 3 years.*	
32. 	PAYMENT CARD DATA Records created in association with payment card transactions entered by third parties for the purchase of goods or services from the agency.	Destroy in office after processed.*	Confidentiality: G.S. § 132-1.2(2) G.S. § 132-1.10(b)(5)
33. 	PAYROLL AND EARNINGS RECORDS Records containing information such as the name, Social Security number, number of hours worked, compensation rate, deductions, and total wages paid each employee per payroll period. Also includes individual and group employee earnings records and payroll registers showing earnings and deductions for each pay period. See also TIME SHEETS, CARDS, AND ATTENDANCE RECORDS , page 28, item 44.	a) Destroy in office 30 years from date of separation records necessary for retirement or similar benefits verification. b) Destroy in office remaining records after 3 years.*	Authority: 29 CFR 516.30(a) Confidentiality: G.S. § 132-1.10 G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1 Retention: 29 CFR 516.5(a) 29 CFR 1627.3(a)

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
34.	PAYROLL DEDUCTION RECORDS  Records used to start, modify, or stop all voluntary or required deductions from payroll. Includes tax withholding (NC-4, W-4), savings plans, insurance, association dues, orders of garnishment, etc. Used as proof the employee approved of the deduction(s).	a) Destroy in office tax withholding forms 4 years after termination of deduction.* b) Destroy in office authorizations for deductions for retirement contributions, bank payments, savings plans, insurance, and dues 2 years after termination of deduction. c) Destroy in office remaining records 3 years after termination of deduction.*	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1 Retention: IRS Publication 15 29 CFR 516.6(c)(1)
35.	POWELL BILL RECORDS Records include certified statements, expenditures reports, information sheets, financial statements submitted to the North Carolina Department of Transportation, and all other related records.	Destroy in office after 3 years.	
36.	PURCHASE ORDERS Records, forms, packing slips, and attached documents concerning purchased supplies, equipment, and services. See also GRANTS: FINANCIAL , page 24, item 27.	Destroy in office after 3 years.* <i>Retention Note: Packing slips may be destroyed upon verification of items received if they are not the only record of the purchase of the item.</i>	
37.	QUALIFIED PRODUCTS LISTS (QPL) Records identifying products approved for purchase by the agency.	Destroy in office 3 years after superseded or obsolete.*	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
38.	REQUISITIONS Requests for payment or to acquire goods or services. See also INVENTORIES , page 9, item 36.	Destroy in office after 1 year.*	
39.	SCHOLARSHIP RECORDS Records concerning scholarships awarded by the agency. Includes applications, award letters, conditions and stipulations, agreements and contracts, disbursement statements, progress reports, and other related records.	a) Destroy in office after 3 years records documenting the awarding of scholarships. b) Destroy in office 1 year after notification of applicant records concerning applications that are denied by the agency or awards that are declined by the recipient.	
40.	SHIFT PREMIUM PAY Authorizations and other related records concerning employees receiving shift premium pay.	Destroy in office after 3 years.*	
41.	STATEMENTS OF BACK PAY Forms used to determine the gross pay an employee would have earned during a specified period for back pay in a grievance decision, settlement agreement, or other order.	Destroy in office 3 years after payment.*	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
42. 	TAX FORMS Tax information returns generated by the agency (e.g., 1098, 1099, W-2, W-3) to be reported to the Internal Revenue Service and furnished to the other party to the transaction.	Destroy in office 4 years after submitted to taxpayer and/or IRS.*	Confidentiality: G.S. § 132-1.10 G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1 Retention: IRS Publication 15
43.	TAX RETURNS Tax returns filed by the agency.	Destroy in office 6 years after filed.*	
44.	TIME SHEETS, CARDS, AND ATTENDANCE RECORDS Records documenting the work hours and attendance of employees. See also PAYROLL AND EARNINGS RECORDS , page 25, item 33.	Destroy in office after 2 years.*	Retention: 29 CFR 516.6(a)(1)
45.	TRAVEL REIMBURSEMENTS Includes requests and authorizations for reimbursement for travel and related expenses. See also GRANTS: FINANCIAL , page 24, item 27, and TRAVEL REQUESTS , page 17, item 64.	Destroy in office after 3 years.*	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
46. 	VENDORS Files maintained on specific vendors authorized or debarred from doing business with the agency. Includes name and address, correspondence (including e-mail), and other related records.	Destroy in office when superseded or obsolete.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS

Official records received and created by agency geographic information system programs. See G.S. § 132-10 for information about providing public access to GIS databases.

ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	GEOGRAPHIC INFORMATION SYSTEM (GIS) CORE DATA Geo-referenced data and metadata to facilitate the management, manipulation, analysis, modeling, representation, and spatial analysis of complex problems regarding planning and management of resources.	Retain in office parcel, boundary, zoning, and orthoimagery layers (with accompanying data sets) permanently. <i>Retention Note: Other datasets should be kept according to standards and procedures set by the North Carolina Geographic Information Coordinating Council (http://www.ncgicc.com/). See also GEOSPATIAL RECORDS, page 80.</i>	
2.	GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DOCUMENTATION (METADATA) Records created during development or modification of an automated system which are necessary to access, retrieve, manipulate, and interpret data in that system; and records that explain the meaning, purpose, structure, local relationships, and origin of the data elements. Includes data element dictionaries, file layout, codebooks and tables, and definition files.	Destroy in office when the system is discontinued or when system data has been transferred to a new operating environment (platform).	
3.	GEOGRAPHIC INFORMATION SYSTEM (GIS) INTERNAL STANDARDS AND PROCEDURES Includes requirements that are intended to make hardware, software, and data compatible and that cover data capture, accuracy, sources, base categories, output, and data element dictionaries.	Retain in office permanently.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	GEOGRAPHIC INFORMATION SYSTEM (GIS) MONITORING RECORDS Includes system security, quality assurance, transaction tracking, and other related activity monitoring records.	Destroy in office after 1 year.	
5.	GEOGRAPHIC INFORMATION SYSTEM (GIS) OPERATIONAL RECORDS Includes user guides, system flowcharts, job or workflow records, system specifications, and similar documentation.	Destroy in office when the system is discontinued or when system data has been transferred to a new operating environment (platform).	
6.	GEOGRAPHIC INFORMATION SYSTEM (GIS) PROJECT RECORDS	a) Retain in office GIS datasets and accompanying documentation (metadata) with historical and/or legal value permanently. b) Destroy in office remaining items when reference value ends.† <u>3 years from date of project completion.</u> Agency Policy: Destroy in office after <u>completion.</u>	

3

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
7.	LAYERS: ADDRESS POINTS See also GEOSPATIAL RECORDS , page 80.	Paper: Retain in office permanently. GIS dataset: Create a snapshot of dataset annually. To maintain permanently, <i>Either:</i> Transfer snapshot to NOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council . <i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council .	
8.	LAYERS: CORPORATE LIMITS See also GEOSPATIAL RECORDS , page 80.	Paper: Retain in office permanently. GIS dataset: Create a snapshot of dataset annually. To maintain permanently, <i>Either:</i> Transfer snapshot to NOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council . <i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council .	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	LAYERS: EXTRATERRITORIAL JURISDICTIONS See also GEOSPATIAL RECORDS , page 80.	Paper: Retain in office permanently. GIS dataset: Create a snapshot of dataset annually. To maintain permanently, <i>Either:</i> Transfer snapshot to NOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council . <i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council .	
10.	LAYERS: ORTHOIMAGERY See also GEOSPATIAL RECORDS , page 80.	Create a snapshot of dataset when created. To maintain permanently, <i>Either:</i> Transfer snapshot to NOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council . <i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council .	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.	LAYERS: STREET CENTERLINE See also GEOSPATIAL RECORDS , page 80.	Paper: Retain in office permanently. GIS dataset: Create a snapshot of dataset annually. To maintain permanently, <i>Either:</i> Transfer snapshot to NOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council . <i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council .	
12.	MAPPING PROJECT RECORDS Includes contract maps and all deliverable products for aerial photography, orthophotography, cartographic, cadastral, and digital mapping projects. See also GEOSPATIAL RECORDS , page 80.	Paper: Retain in office permanently. GIS dataset: Create a snapshot of dataset annually. To maintain permanently, <i>Either:</i> Transfer snapshot to NOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council . <i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council .	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	MAPS: PARCEL Maps, including cadastral maps, and surveys of boundaries and measurements of each parcel, and information about encroachments, right-of-ways, and structures. See also GEOSPATIAL RECORDS , page 80, and PROPERTY MANAGEMENT RECORDS , page 14, item 54.	Paper: Destroy in office upon State Archives approval. GIS dataset: Create a snapshot of dataset quarterly. To maintain permanently, <i>Either:</i> Transfer snapshot to NOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council . <i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council .	
14.	MAPS: PARKS Includes park boundaries, facilities, landscaping, topography, and other pertinent information. Also includes maps and drawings stored and generated by Geographic Information System (GIS) and computer-aided design (CAD) systems. See also GEOSPATIAL RECORDS , page 80.	Paper: Retain in office permanently. GIS dataset: Create a snapshot of dataset annually. To maintain permanently, <i>Either:</i> Transfer snapshot to NOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council . <i>Or:</i> If retained in office permanently, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council .	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.	MAPS: ALL OTHER Includes field maps, soil, topographic, sales, subdivision plats, right-of-way, sectional, highway, etc.	a) Retain in office maps, including GIS datasets and accompanying documentation (metadata), with historical and/or legal value permanently. b) Destroy in office remaining items when reference value ends.† <u>superseded or obsolete.</u> Agency Policy: Destroy in office after _____	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

STANDARD 4: INFORMATION TECHNOLOGY (IT) RECORDS

Information technology encompasses all activities undertaken by agency to design, develop, and operate electronic information systems. This section covers records for which Information Technology personnel are responsible, including administrative records and those used to process data and monitor and control operations.

Note: Administration, use, and retention of records concerning computer and information security should comply with applicable provisions of G.S. § 132-6.1 on the confidentiality of records regarding "hardware or software security, passwords, or security standards, procedures, processes, configurations, software, and codes." (G.S. § 132-6.1 (c))

ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1. 	AUDITS: IT SYSTEMS Records documenting user actions affecting the contents of monitored systems. Also includes fixity checks and other periodic tests of data validity.	a) Destroy in office after 1 year fixity check documentation. b) Destroy in office remaining records after disposition of record.*	Confidentiality: G.S. § 132-6.1(c)
2.	COMPUTER AND NETWORK USAGE RECORDS Records documenting usage of electronic devices and networks. Includes login files, system usage files, individual program usage files, and records of use of the Internet by employees.	Destroy in office after 1 year.	
3.	DATA DOCUMENTATION RECORDS Records concerning data in automated systems. Includes data element dictionary, file layout, code book or table, entity relationships tables, and other records related to the structure, management, and organization of data.	Destroy in office 3 years after system is discontinued and/or replaced.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	DATA MIGRATION RECORDS Technical records documenting data migrations. <i>Note: The data itself is subject to the disposition instructions indicated for its relevant records series; these are merely records about migrating said data.</i>	Destroy in office 1 year after completion of data migration.	
5.	DATA WAREHOUSES Federated data gathered by the agency from other sources for the purposes of comparison and distribution.	Destroy in office when superseded or obsolete.	Maintain confidentiality consistent with any restrictions placed on the data provider.
6.	DIGITIZATION AND SCANNING RECORDS Records concerning data entry and imaging operations. Includes quality control records. See Request for Disposal of Original Records Duplicated by Electronic Means , page 88.	Destroy in office 10 days after digitization. <i>Note: The digital surrogate becomes the record copy and must be retained according to the disposition instructions for that record type.</i>	
7.	 ELECTRONIC RECORDS POLICIES AND PROCEDURES Includes procedural manuals as well as an Electronic Records and Imaging Policy and a Security Backup Policy.	Destroy in office 3 years after superseded or obsolete.	Confidentiality: G.S. § 132-1.7(b) G.S. § 132-6.1(c)
8.	INFORMATION TECHNOLOGY ASSISTANCE RECORDS Records documenting troubleshooting and problem-solving assistance provided by agency information systems personnel to users of the systems. Includes help desk assistance requests, resolution records, and related documentation.	Destroy in office 1 year after work is completed.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9. 	NETWORK AND SYSTEM SECURITY RECORDS Records documenting the security of network and system. Includes records concerning firewalls, anti-virus programs, and intruder scanning logs.	a) Destroy in office finalized cyber incident reports 5 years after resolution. b) Destroy in office after 2 years records documenting incidents involving unauthorized attempted entry or probes on data processing systems, IT systems, telecommunications networks, and electronic security systems. c) Destroy in office after 1 year records concerning firewalls, anti-virus programs, and other related records.	Confidentiality: G.S. § 132-6.1(c)
10. 	NETWORK DIAGRAMS Records documenting the logical and physical relationships of network components for purposes of organization, deployment, troubleshooting, monitoring of access, and management of day-to-day operations.	Destroy in office when superseded or obsolete.	Confidentiality: G.S. § 132-6.1(c)
11.	PROJECT DOCUMENTATION Records created to design, develop, control, or monitor a specific project or group of IT projects. Includes statements of work, assessments, maintenance agreements, and testing records. See also PROJECTS , page 14, item 53.	a) Retain in office permanently records with historical value. b) Destroy in office remaining records 3 years after completion of project.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.	SOFTWARE LICENSE AND COPYRIGHT PROVISIONS RECORDS Records documenting compliance with agency software license and copyright provisions. Includes software licenses, correspondence (including e-mail), and related documentation.	Destroy in office 1 year after software is superseded or obsolete.	
13.	SYSTEM ACCESS RECORDS Records documenting access requests and authorizations, system access logs, and other related records.	Destroy in office 1 year after superseded or obsolete.	
14.	 SYSTEM DOCUMENTATION RECORDS Records documenting operating systems, application programs, structure and form of datasets, system structure, and system-to-system communication. Includes system overviews, dataset inventories, server name, IP address, purpose of the system, vendor-supplied documentation, installed software, and current source code.	Destroy in office 3 years after superseded or obsolete.	Confidentiality: G.S. § 132-1.1(g) G.S. § 132-6.1(c)
15.	SYSTEM MAINTENANCE RECORDS: HARDWARE REPAIR OR SERVICE Records documenting inspections, maintenance, and repairs of agency computer systems that are owned or leased. Includes computer equipment inventories and service records. See also EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS , page 6, item 24.	a) Destroy in office records documenting routine inspections and maintenance of equipment after 1 year. b) Destroy records documenting all other equipment maintenance and repairs upon the final disposition of the equipment.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
16.	SYSTEM MAINTENANCE RECORDS: RECORDS BACKUPS Records documenting regular or essential system backups. Includes backup tape inventories, relevant correspondence (including e-mail), and related documentation. See Also: Security Backup Files as Public Records in North Carolina: Guidelines for the Recycling, Destruction, Erasure, and Re-use of Security Backup Files , available on the State Archives of North Carolina website.	Destroy in office in accordance with your office's established, regular backup plan and procedures.† Agency Policy: Destroy in office after <u>3 years.</u>	
17.	TECHNICAL PROGRAM DOCUMENTATION Records concerning program code, program flowcharts, program maintenance logs, systems change notices, and other related records that document modifications to computer programs.	Destroy in office 1 year after superseded or obsolete.	
18.	VOICE OVER INTERNET PROTOCOL (VoIP) RECORDS Records concerning line registrations, calls logs, and voicemail records.	a) Destroy in office records concerning line registration when superseded or obsolete. b) Destroy in office call logs after 1 year. c) Destroy in office voicemail records after 30 days.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	WEB MANAGEMENT AND OPERATIONS RECORDS: STRUCTURE Site maps that show the directory structure into which content pages are organized, and commercial, off-the-shelf software configuration or content management system files used to operate the site and establish its look and feel. Includes server environment configuration specifications. See also WEBSITE (ELECTRONIC) , page 70, item 15.	Destroy in office when superseded or obsolete.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

STANDARD 5: LEGAL RECORDS

Official documentation created or accumulated to substantiate the rights, obligations, or interests of the agency or their individual employees or clients. Please note the confidentiality that G.S. § 132-1.1(a) confers to communications by legal counsel expires three years after receipt of such communication.

ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	AFFIDAVITS OF PUBLICATION Proof of publication provided by newspapers regarding publication of ordinances, public hearings, bid solicitations, payment of bills, public sales, etc. See also NOTICES OF PUBLIC MEETINGS , page 12, item 45.	a) Retain in office permanently if record provides sole evidence of publication. b) Destroy in office remaining records after 3 years.*	Authority: G.S. § 1-600
2.	ANNEXATION RECORDS Records concerning annexation of property into the city. Includes petitions, reports, correspondence, including email, maps, ordinances, and public hearings.	Retain in office permanently. <i>Retention Note: Annexation maps and ordinances must be filed with the County Register of Deeds office. G.S. §160A-29, G.S. §160A-58.61 and G.S. §160A-58.90.</i>	
3.	AUTHENTICATIONS Certificates of authentication issued by the agency.	Retain in office permanently.	

5

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	CIVIL RIGHTS CASE RECORDS Records concerning discrimination complaints by employees or former employees and requests for reasonable accommodation. Includes equal opportunity (EO) complaints. See also PERSONNEL RECORDS (OFFICIAL COPY) , page 61, item 29.	Destroy in office 1 year after final disposition of the charge or the action.* <i>Retention Note: 29 CFR 1602.14 defines final disposition of the charge or the action as "the date of expiration of the statutory period within which the aggrieved person may bring an action in a U.S. District Court or, where an action is brought against an employer either by the aggrieved person, the Commission, or by the Attorney General, the date on which such litigation is terminated."</i>	Retention: 29 CFR 1602.14 29 CFR 1602.31
5.	CIVIL RIGHTS RECORDS Records concerning documentation of personnel policies and procedures to comply with the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Equal Pay Act, the Genetic Information Nondiscrimination Act (GINA), Section 504 of the 1973 Rehabilitation Act, and the 1964 Civil Rights Act. Includes reports required by the Equal Employment Opportunity (EEO) Commission and affirmative action plans. See also CITIZEN COMMENTS, COMPLAINTS, PETITIONS, AND SERVICE REQUESTS , page 4, item 17, CIVIL RIGHTS CASE RECORDS , page 44, item 4, and POLICIES AND PROCEDURES (PERSONNEL) , page 62, item 31.	Destroy in office 3 years after superseded or obsolete.	Authority: 29 CFR 1602.1 29 CFR 1602.7 29 CFR 1608.4 Retention: 29 CFR 1602.30 29 CFR 1602.32

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	CONDEMNATION RECORDS Settled and pending condemnation cases. See also ACCOUNTS PAYABLE , page 18, item 1 for disposition of financial records.	Retain in office permanently.	
7.	CONFLICT OF INTEREST AND CONFLICT OF COMMITMENT DISCLOSURE STATEMENTS Completed by the elected agency officials as well as designated staff members in order to disclose an official's status or ownership interests.	Destroy in office 1 year after completion of term or separation.	
8.	CONTRACTS, LEASES, AND AGREEMENTS Contracts and agreements for construction, equipment, property, supplies, special programs, and projects. Includes franchise agreements, hold harmless agreements, good faith effort documentation, contractor compliance monitoring, leases, and memoranda of understanding. See also SOFTWARE LICENSE AND COPYRIGHT PROVISIONS RECORDS , page 40, item 12.	a) Retain in office contracts and agreements with historical value permanently. b) Destroy in office sealed contract records 10 years after expiration of contract.* c) Destroy in office capital improvement contracts and business associate agreements 6 years after completion, termination, or expiration.* d) Destroy in office records documenting restrictions and compliance with license and copyright provisions for products and services purchased by the agency 1 year after superseded or obsolete.* e) Destroy in office all other contracts and agreements 3 years after completion, termination, or expiration.*	Retention: G.S. § 1-47(2) G.S. § 1-50(a)(5) 45 CFR 164.316 G.S. § 1-52

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	DECLARATORY RULINGS Records concerning declaratory rulings issued by the agency to interpret statutes or rules as applied to a specified set of facts.	Retain in office permanently.	
10.	DELEGATION OF AUTHORITY RECORDS Records documenting delegations of power to authorize agency business. Includes signature authorities and powers of attorney.	Destroy in office 1 year after superseded or obsolete.	
11.	EASEMENTS AND RIGHT-OF-WAY AGREEMENTS Granted to the agency. See also ACCOUNTS PAYABLE , page 18, item 1 for disposition of financial records.	Destroy in office 10 years after expiration of agreement.	
12.	ENCROACHMENTS Records concerning agreements granted by or to the agency. Also includes maps or drawings detailing construction plans attached to agreements.	a) Retain in office permanently records concerning agreements granted by outside entities to the agency. b) Destroy in office when superseded or obsolete records concerning agreements granted to utilities, businesses, and private citizens to encroach upon agency property.	
13.	LAND OWNERSHIP RECORDS Includes deeds and titles.	Destroy in office 1 year after agency relinquishes ownership of land.*	
14. 	LEGAL CORRESPONDENCE Correspondence (including e-mail) and related records concerning legal matters not related to specific legal cases or official opinions.	Destroy in office after 5 years. For information on handling e-mail, see ELECTRONIC RECORDS , page 78.	Confidentiality: G.S. § 132-1.1(a)

5

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.	LEGAL OPINIONS Formal legal opinions written by counsel in response to requests concerning the governance and administration of the agency.	Retain in office permanently.	
16.	 LEGAL REVIEW RECORDS Includes legal reviews of by-laws and charges to boards and commissions, conflicts of interest, and all other agency matters as requested. See also LEGAL OPINIONS , page 47, item 15.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records after expiration of relevant statute of limitations.	Confidentiality: G.S. § 132-1.1(a)
17.	 LITIGATION CASE RECORDS Civil suits to which the agency is a party. Includes affidavits, agreements, appeals, bills, briefs, citations, commitments, complaints, discharges, motions, notices, pleas, releases, statements, testimony, verdicts, waivers, warrants, and writs.	a) Retain in office cases having precedential or historical value permanently. b) Destroy in office adjudicated cases 6 years after final disposition. c) Destroy in office non-adjudicated cases (out-of-court claims) 6 years after final disposition or expiration of relevant statute of limitations.	Confidentiality: G.S. § 132-1.1(a) G.S. § 132-1.9
18.	OATHS OF OFFICE See also GOVERNING AND ADVISORY BODY MEMBER FILES , page 7, item 29.	Transfer official copy of oath of office to the Clerk to the Board. <i>Retention Note: The Clerk to the Board should present a copy of the oaths of elected officials to the Clerk of Superior Court for recording. The Clerk to the Board maintains the original oaths.</i>	Authority: G.S. § 153A-26 Retention: G.S. § 7A-103(2)

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	PERMISSIONS Records conferring legal permission. Includes copyright permission requests and requests for permission to publish intellectual property or holdings of the agency. Also includes copyrights, patents, and trademarks held by the agency.	a) Retain in office permanently records conferring perpetual legal permission as well as records documenting copyrights, patents, and trademarks held by the agency. b) Destroy in office 3 years after expiration records concerning one-time copyright permissions granted by the agency.	
20.	PRE-TRIAL RELEASE PROGRAM RECORDS Records documenting supervision for defendants who do not pose a risk to the community as they await trial.	Destroy in office 3 years after trial.	
21.	REASONABLE ACCOMMODATIONS Records concerning agency efforts to provide reasonable accommodations to the general public under Title II of the Americans with Disabilities Act, Housing and Urban Development Act, 1973 Rehabilitation Act, and Title VII of the Civil Rights Act of 1964. Includes constituent requests, survey of agency buildings to determine accessibility to the physically handicapped, proposals for implementation, and resolutions. See also CITIZEN COMMENTS, COMPLAINTS, PETITIONS, AND SERVICE REQUESTS , page 4, item 17, and CIVIL RIGHTS CASE RECORDS , page 44, item 4.	Destroy in office after 2 years.*	Authority: 42 USC 12132

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
22.	RELEASE FORMS Records documenting consent and waiving the individual's right to hold the agency responsible for injuries or damages occurring while voluntarily participating in events or activities.	Destroy in office 5 years after termination of release/waiver.	
23.	VEHICLE TITLES Titles of agency owned vehicles.	Dispose of in accordance with Division of Motor Vehicles procedures for title transfer upon disposition of vehicle.	Authority: G.S. § 20-72

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

STANDARD 6: PERSONNEL RECORDS

Official records and materials created and accumulated incidental to the employment, qualifications, training, and pay status of agency employees. Comply with applicable provisions of G.S. § 115C Article 21A (LEAs), G.S. § 122C-158 (area authorities), G.S. § 130A-45.9 (public health authorities), G.S. § 153A-98 (county), G.S. § 160A-168 (municipal), G.S. § 161E-257.2 (public hospitals), and G.S. § 162A-6.1 (water and sewer authorities) regarding confidentiality of personnel records.

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ABOLISHED POSITIONS	Destroy in office after 1 year.	
2.	 ADMINISTRATIVE INVESTIGATIONS Records concerning the investigation of conduct problems among agency personnel. See also DISCIPLINARY ACTIONS , page 54, item 12.	a) Destroy in office after 3 years records concerning complaints against agency personnel that are resolved without an internal investigation. b) Destroy in office after 5 years records concerning complaints lodged against agency personnel that are exonerated. Destroy in office 5 years after final disposition or expiration of relevant statute of limitations complaints lodged against agency personnel that are settled out-of-court. c) Transfer investigation reports, disciplinary actions, and other related internal affairs case records to PERSONNEL RECORDS (OFFICIAL COPY) , page 61, item 29.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3. 	APPLICATIONS FOR EMPLOYMENT Records submitted by job applicants for vacant positions or by current employees for promotion, transfer, or training opportunities. Includes applications, transcripts, resumes, letters of reference, and other related records.	a) Transfer applications, resumes, transcripts, and similar records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) , page 61, item 29. b) Destroy in office after 2 years unsolicited application materials from individuals hired. c) Destroy in office records concerning individuals not hired 2 years after date of receipt, if no charge of discrimination has been filed. If charge has been filed, destroy in office 1 year after resolution of charge.* d) Destroy in office 2 years after receipt unsolicited applications/resumes and those received after posted closing dates.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1 Retention: 29 CFR 1602.31
4.	APPRENTICESHIP PROGRAM RECORDS Records concerning registered apprenticeship programs. Includes applications and selection materials as well as aggregated data. Also includes apprenticeship affirmative action plans.	Destroy in office 5 years after the making of the record or the personnel action involved, whichever occurs later.	Authority: 29 CFR 30.4(a) 29 CFR 1602.20 Retention: 29 CFR 30.12(d) 29 CFR 1602.21

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5. 	APTITUDE AND SKILLS TESTING RECORDS Records concerning aptitude and skills tests required of job applicants or of current employees to qualify for promotion or transfer. Includes civil service examinations. See also EMPLOYMENT SELECTION RECORDS , page 56, item 17.	Destroy in office after 2 years.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1 Retention: 29 CFR 1602.31 29 CFR 1627.3(b)(1)(iv)
6.	ASBESTOS TRAINING Records concerning training programs about the proper management of asbestos. See also BLOODBORNE PATHOGEN TRAINING , page 53, item 8, and HAZARDOUS MATERIALS TRAINING RECORDS , page 58, item 21.	a) Destroy in office employee-specific records 1 year after separation. b) Destroy in office remaining records when superseded or obsolete.	Retention: 29 CFR 1910.1001(m)(4)
7.	BENEFITS RECORDS Records concerning life, health, accident, and disability insurance plans as well as seniority and merit systems. Includes records concerning systems in which employees can select fringe benefits from a cafeteria plan, including flexible spending plans. File also includes notifications, election and claim forms, rejection letters, and other records related to COBRA (Consolidated Omnibus Budget Reconciliation Act).	a) Destroy in office approved claims forms after 2 years.* b) Destroy in office rejected requests 6 months after decision. c) Destroy in office notifications to employees or dependents informing them of their rights to continue insurance coverage after termination or during disability or family leave 3 years after employee returns or eligibility expires. d) Destroy in office remaining records 1 year after plan is terminated.	Retention: 29 CFR 1627.3(b)(2)

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.	BLOODBORNE PATHOGEN TRAINING Includes records showing date of training, sessions, contents or summaries of sessions, names of employees attending, and names and qualifications of instructors. See also ASBESTOS TRAINING , page 52, item 6, and HAZARDOUS MATERIALS TRAINING RECORDS , page 58, item 21.	Destroy in office after 3 years.	Retention: 29 CFR 1910.1030(h)(2)(ii)
9.	 CERTIFICATION AND QUALIFICATION RECORDS Records concerning certification or qualification as required for employment, continued employment, or promotion. See also APPLICATIONS FOR EMPLOYMENT , page 51, item 3.	a) Destroy in office certificates 5 years after date of separation. b) Destroy in office instructional materials, assessments, and other related records when superseded or obsolete.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1 Retention: 29 CFR 1602.31
10.	DIRECTORIES, ROSTERS, OR INDICES Includes records listing employees, their job titles, work locations, phone numbers, e-mail addresses, and similar information.	Destroy in office when superseded or obsolete.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.	DISABILITY SALARY CONTINUATION CLAIMS Forms used by disabled employees to apply for salary continuation benefits. Also include short-term disability claims forms and other related records.	a) Transfer original forms to Local Government Employees' Retirement System (LGERS) or Teachers' and State Employees' Retirement System (TSERS) for action when received. b) Destroy in office remaining records after 3 years.	
12.	DISCIPLINARY ACTIONS Correspondence (including e-mail) and other records concerning disciplinary actions taken against employees by personnel or supervisory staff, including records documenting terminations. Includes records created by civil service boards when considering, or reconsidering on appeal, an adverse action against an employee.	a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) , page 61, item 29. b) Destroy in office all remaining records 2 years after resolution of all actions.	Authority: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1 Retention: 29 CFR 1602.31 Subject to the public information provision delineated in the above authorities.
13.	DUAL EMPLOYMENT Records concerning employees' requests and authorizations to accept employment with another local government agency.	a) Destroy in office approved requests and related records 1 year after employee terminates additional employment. b) Destroy in office denied requests and related records after 6 months.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14. 	EDUCATIONAL LEAVE AND REIMBURSEMENT Includes records requesting educational leave and tuition assistance, reimbursements, and other related records. See also LEAVE RECORDS , page 58, item 24.	a) Transfer records documenting approved leave requests to PERSONNEL RECORDS (OFFICIAL COPY) , page 61, item 29. b) Destroy in office records concerning denied requests 6 months after denial.* Destroy in office records concerning approved tuition reimbursements 3 years after reimbursement.*	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1
15. 	ELIGIBILITY RECORDS Includes the I-9 forms, employment authorization documents filed with the U.S. Department of Labor, petitions filed by the agency, E-Verify documentation, and Selective Service Registration compliance forms.	a) I-9 forms have mandatory retention throughout the duration of an individual's employment. After separation, destroy records in office 3 years from date of hire or 1 year from separation, whichever occurs later. b) Destroy in office after 5 years employment authorization documents filed with the U.S. Department of Labor. c) Destroy in office immigrant or nonimmigrant petitions filed by the agency 3 years after employee separation. d) Destroy in office remaining records 1 year after employee separation.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1 Retention: 8 USC 1324a(b)(3)
16. 	EMPLOYEE ASSISTANCE PROGRAMS Records documenting assistance and counseling opportunities. Includes requests for information, referrals, forms, releases, correspondence, and other related records.	Destroy in office after 3 years.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
17. 	EMPLOYMENT SELECTION RECORDS Records concerning the selection of applicants for vacant positions or of current employees for promotion, transfer, or training opportunities. Includes interview documentation, rosters, eligibility lists, test ranking sheets, justification statements, background and criminal history checks, and similar records. See also APPLICATIONS FOR EMPLOYMENT , page 51, item 3, and APTITUDE AND SKILLS TESTING RECORDS , page 52, item 5.	a) Destroy in office background and criminal history checks after 5 years. b) Destroy in office remaining records 2 years after hiring decision.*	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1 Retention: 29 CFR 1602.31 29 CFR 1627.3(b)(1)
18. 	EXIT INTERVIEW RECORDS Includes feedback from employees planning to separate from the agency.	Destroy in office after 1 year.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19. 	FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS Records concerning leave taken, premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over FMLA, and other related records. See also LEAVE RECORDS , page 58, item 24.	Destroy in office 3 years after leave ends.*	Authority: 29 CFR 825.110 Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1 Retention: 29 CFR 825.500(b)
20. 	GRIEVANCES Includes initial complaint by employee, investigation, action, summary, and disposition. See also DISCIPLINARY ACTIONS , page 54, item 12, and PERSONNEL RECORDS (OFFICIAL COPY) , page 61, item 29.	Destroy in office after 2 years.*	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
21.	HAZARDOUS MATERIALS TRAINING RECORDS Includes records showing date of training, sessions, contents or summaries of sessions, names of employees attending, and names and qualifications of instructors. See also ASBESTOS TRAINING , page 52, item 6, and BLOODBORNE PATHOGEN TRAINING , page 53, item 8.	Destroy in office after 5 years.	Authority: 29 CFR 1910.120(p)(8)(iii) 10A NCAC 15
22.	INTERNSHIP PROGRAM Records concerning interns and students who work for the agency.	Destroy in office after 2 years.	
23.	LAW ENFORCEMENT TRAINING Records concerning internal training for law enforcement personnel.	Retain in office permanently.	
24.	 LEAVE RECORDS Records concerning employee leave, including requests for and approval of sick, vacation, overtime, buy-back, shared, donated, etc. Also includes records documenting leave without pay. See also EDUCATIONAL LEAVE AND REIMBURSEMENT , page 55, item 14, FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS , page 57, item 19, and MILITARY LEAVE , page 59, item 26.	a) Destroy in office denied requests after 6 months. b) Destroy in office approved requests 3 years after return of employee or termination of employment.*	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
25.	 MEDICAL RECORDS Records concerning asbestos, toxic substances, and bloodborne pathogen exposure; medical examinations required by state or federal law; and records of injury or illness. (Does not include worker's compensation or health insurance claim records.)	a) Destroy in office exposure records 30 years after date of exposure.* b) Destroy in office records pertaining to first-aid job-related illness and injury after 5 years. c) Provide medical records to employees who have worked for less than 1 year at time of separation. d) Destroy in office after 1 year records concerning physical examinations or health certificates. e) Destroy in office remaining records 30 years after employee separation. <i>Retention Note: Records must be maintained separately from an employee's personnel jacket. If part of a worker's compensation claim, follow disposition for WORKERS' COMPENSATION PROGRAM CLAIMS, page 66, item 50.</i>	Authority: 29 CFR 1910.1020(e) Confidentiality: 29 CFR 1630.14(c)(1) 29 CFR 1910.1030(h)(1)(iii) Retention: 29 CFR 1627.3(b)(1)(v) 29 CFR 1910.1020(d) 42 USC 12112(d)(3)
26.	MILITARY LEAVE Records concerning military leave, as established by the Uniformed Services Employment and Reemployment Rights Act (USERRA). See also LEAVE RECORDS , page 58, item 24.	Destroy in office 3 years after leave ends or employee separates from agency.*	Authority: 5 CFR 1208

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
27. 	PERFORMANCE REVIEWS Information used to establish employees' goals and primary tasks. Records used to evaluate each employee's work performance. See also PERSONNEL RECORDS (OFFICIAL COPY) , page 61, item 29.	Destroy in office after 3 years.	Confidentiality (applies only to performance evaluations): G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1
28.	PERSONNEL ACTION NOTICES Records used to create or change information in the personnel records of individual employees concerning such issues as hiring, termination, transfer, pay grade, and position or job title.	Transfer records to PERSONNEL RECORDS (OFFICIAL COPY) , page 61, item 29.	Subject to the public information provision delineated in relevant General Statutes.

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
29. 	PERSONNEL RECORDS (OFFICIAL COPY) Official copy of personnel file maintained on each permanent and temporary agency employee. Includes basic employee information and records and forms relating to the selection or non-selection, promotion, transfer, leave, salary, suspension, and termination of employment. Note: For agencies responsible for maintaining personnel files for criminal justice officers, please consult 12 NCAC 09C .0307 for the mandatory records of certification that must be housed in the personnel file. See also MEDICAL RECORDS , page 59, item 25.	a) Destroy in office after 30 years from date of separation information needed to document: date and amount of each increase or decrease in salary with that agency; date and type of each promotion, demotion, transfer, suspension, separation, or other change in position classification with that agency; date and general description of the reasons for each promotion with that agency; date and type of each dismissal, suspension, or demotion for disciplinary reasons taken by the agency; and, if the disciplinary action was a dismissal, a copy of the written notice of the final decision of the agency setting forth the specific acts or omissions that are the basis of the dismissal. b) Destroy in office information necessary to verify benefits 30 years after date of separation. c) Destroy in office remaining records when individual retention periods are reached as noted in individual items in the Records Retention and Disposition Schedule.	Authority/ Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1
30. 	PERSONNEL RECORDS (SUPERVISOR COPY) Personnel jacket that is often maintained by supervisors.	a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) , page 61, item 29. b) Destroy in office remaining records when reference value ends. [†] Agency Policy: Destroy in office after <u>3 years.</u>	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
31.	POLICIES AND PROCEDURES (PERSONNEL)	a) Retain in office internal agency personnel policies and procedures permanently. b) Destroy in office remaining records when superseded or obsolete.	
32.	 POLYGRAPH RECORDS Includes statements informing employee of the time, place, and reasons for the test; copy of notice sent to examiner identifying employee to be tested; and copies of opinions, reports, or similar records generated by the examiner and provided to the agency.	Destroy in office 3 years from the date the test was given, or from the date the test was requested if no examination was given.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1 Retention: 29 CFR 801.30
33.	POSITION CLASSIFICATION, CONTROL, AND HISTORY Records concerning personnel actions and position control, status of each established permanent, temporary full-time, or part-time position, and other related topics. Also includes listings providing classification, titles, and position numbers. See also POSITION DESCRIPTIONS , page 62, item 34.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
34.	POSITION DESCRIPTIONS Includes information on job title, grade, duties, agency assigned, and responsibilities.	Destroy in office 2 years after superseded.	Retention: 29 CFR 1620.32

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
35.	POSITION EVALUATIONS Forms used to evaluate the primary purpose of a position.	Destroy in office after 1 year.	
36.	RECRUITMENT RECORDS Includes ads and notices of overtime, promotion, and training. Also includes employment listings.	Destroy in office 1 year from date of record.	Retention: 29 CFR 1627.3(b)
37.	RETIREMENT RECORDS Includes plans and related records outlining the terms of employee pension and other deferred compensation plans.	a) Destroy in office records documenting deferred compensation 3 years after payment.* b) Destroy in office descriptive information about retirements plans 1 year after plan is terminated. c) Destroy in office records concerning employer-sponsored retirement plans 7 years after payment.* d) Transfer Local Governmental Employees' Retirement System (LERS) forms to Department of State Treasurer. e) Transfer applicable records to PERSONNEL RECORDS (OFFICIAL COPY) , page 61, item 29.	Retention: 29 CFR 1627.3(b)(2)
38. 	SEASONAL AND CONTRACT WORKER RECORDS Records concerning seasonal or contractual employees who are not provided with or eligible for benefits.	Destroy in office 5 years after date of separation.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
39.	SECONDARY EMPLOYMENT Records concerning employees' requests and authorizations to accept employment with a private entity.	a) Destroy in office approved requests and related records 1 year after employee terminates outside employment. b) Destroy in office denied requests and related records after 6 months.	
40.	SERVICE AWARDS AND COMMENDATIONS Includes award and selection committee reports, nominations, selection criteria, and similar administrative records relating to employee recognition or incentive programs. See also PERSONNEL RECORDS (OFFICIAL COPY) , page 61, item 29.	Destroy in office 2 years from date of record creation or the personnel action involved.	
41.	SUGGESTIONS AND SURVEYS Recommendations and feedback submitted by agency employees.	Destroy in office after 1 year.	
42.	TRAINING AND EDUCATIONAL RECORDS Includes employee-specific records (certificates, transcripts, test scores, etc.) relating to the training, testing, or continuing education of employees. See also CONFERENCES AND WORKSHOPS , page 68, item 4, and EDUCATIONAL LEAVE AND REIMBURSEMENT , page 55, item 14. Other required trainings are handled in ASBESTOS TRAINING , page 52, item 6, BLOODBORNE PATHOGEN TRAINING , page 53, item 8, and HAZARDOUS MATERIALS TRAINING RECORDS , page 58, item 21.	a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) , page 61, item 29, if such training and testing is required for the position held or could affect career advancement. b) Destroy in office remaining records after 1 year.	Retention: 29 CFR 1627.3(b)(1)(iv)

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
43. 	UNEMPLOYMENT COMPENSATION CLAIMS Claim forms and other related records concerning unemployment compensation cases.	Destroy in office after 3 years.*	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1
44.	UNEMPLOYMENT COMPENSATION REPORTS Quarterly reports showing month-to-date wages, month-to-date compensation, year-to-date wages, and year-to-date compensation for each employee. May be filed with NC Division of Employment Security.	Destroy in office after 3 years.*	
45.	UNEMPLOYMENT INSURANCE Forms submitted to the Department of Commerce to report wage records of terminated employees.	Transfer to the N.C. Department of Commerce, Division of Employment Security.	
46.	VERIFICATION OF EMPLOYMENT RECORDS Inquiries and responses concerning verification of an employee's prior or current employment with the agency.	Destroy in office after 1 year.	
47.	VOLUNTEER RECORDS Records concerning individuals who volunteer to assist with various agency activities.	Destroy in office 2 years after completion of assignment.	
48.	WORK SCHEDULES AND ASSIGNMENTS Records concerning work, duty, shift, crew, or case schedules, rosters, or assignments.	Destroy in office after 1 year.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
49.	WORKERS' COMPENSATION PROGRAM ADMINISTRATION Includes program policies, guidelines, and related administrative documentation.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
50.	 WORKERS' COMPENSATION PROGRAM CLAIMS Records concerning workers' compensation claims filed by employees' supervisors concerning accidental injuries or illnesses suffered on the job. Includes Employer's Report of Injury to Employee (Form 19), accident investigation reports, medical reports, claim cost reports, reference copies of medical invoices, and other related records. <i>Note: All official copies of claims records should be transferred to the North Carolina Industrial Commission in compliance with G.S. § 97-92(a).</i>	Destroy in office agency's working file for workers' compensation claims by its employees 5 years after employee returns to work or separates from agency.	Confidentiality: G.S. § 8-53 G.S. § 97-92(b)

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

STANDARD 7: PUBLIC RELATIONS RECORDS

Official records and materials created and accumulated by internal public relations programs operated by the agency.

ITEM #	STANDARD 7: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	AGENCY PUBLICATIONS Publications created at agency expense. Also includes correspondence and other related records regarding the design and creation of agency publications.	a) Retain in office records with historical value permanently. b) Destroy publications management records after 5 years. c) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after <u>1 year.</u>	
2.	AUDIO-VISUAL RECORDINGS Recordings (including digital) and films produced by the agency. This does not include recordings of public meetings or security videos. See also AUDIO AND VIDEO RECORDINGS OF MEETINGS , page 2, item 7, and OFFICE SECURITY RECORDS , page 12, item 46.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after <u>3 years.</u>	
3.	COMMUNITY AWARDS Records concerning awards by the agency recognizing community contributions.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after <u>5 years.</u>	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 7: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	CONFERENCES AND WORKSHOPS Records concerning conferences and workshops conducted by agency employees. Includes slides, charts, transparencies, handouts, and other related records used in presentations. See also TRAINING AND EDUCATIONAL RECORDS , page 64, item 42.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
5.	EDUCATIONAL MATERIALS Materials produced for usage by teachers or tour groups. Includes lesson plans, activities, and other related records.	Destroy in office when superseded or obsolete.	
6.	FUND DRIVE AND EVENT RECORDS Records documenting the promotion and organization of fund drives and other special events in which the agency participated. Includes records concerning solicitations requesting and donations providing money or in-kind donations for agency programs. Also includes invitations, registration materials, agendas, handouts, presentations, and programs. See also DONATIONS AND SOLICITATIONS , page 22, item 21.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
7.	INVITATIONS Invitations sent and received concerning agency and external functions.	Destroy in office after event occurs.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 7: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.	MEDIA FILE Reference copies of newspaper, magazine, and other media clippings concerning the agency, agency officials, and other topics of interest.	Destroy in office when reference value ends. [†] Agency Policy: Destroy in office after <u>1 year.</u>	
9.	POPULAR ANNUAL FINANCE REPORT Comprehensive annual financial report (CAFR)	a) Retain records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
10.	PUBLIC HEARINGS Includes agendas, minutes, notices, speaker sign-up sheets, and similar documentation.	a) Retain in office minutes permanently. b) Destroy in office remaining records after 1 year.	
11.	PUBLIC RECORDS REQUESTS Formal requests submitted by persons seeking access to agency records along with documentation of agency response.	Destroy in office 2 years after resolution.* <i>Note: These disposition instructions apply only to the request, internal agency records related to searching for and preparing responsive records, and communication of response; the documents that are responsive to public records requests should be handled according to their respective disposition instructions. However, if the agency also retains separate copies of the documents that are responsive to public records requests, they may also be destroyed 2 years after completion of the request.</i>	
12.	PUBLICITY RECORDS Records concerning overall public relations of agency. Includes advertisements, announcements, correspondence (including e-mail), photographic materials, news and press releases, and other related records.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.*	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

[†] See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 7: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	SOCIAL MEDIA	See APPENDIX (page 79) for guidance in handling social media.	
14.	SPEECHES Speeches made by agency officials.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends. [†] Agency Policy: Destroy in office after <u>1 year</u> .	
15.	WEBSITE (ELECTRONIC) Records created and maintained in paper and electronic formats concerning the creation and maintenance of the agency's presence on the World Wide Web. Includes correspondence (including e-mail), procedures, instructions, website designs, HTML/XHTML, or other web-based file formats, and other related records. See also WEB MANAGEMENT AND OPERATIONS RECORDS: STRUCTURE , page 42, item 19.	a) Capture website annually or whenever a major revision in design and/or content has taken place, whichever occurs first. Retain captured content in office permanently. Can be maintained as website snapshots or via Web crawler. b) Destroy in office remaining records when superseded or obsolete.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

STANDARD 8: RISK MANAGEMENT RECORDS

Official records created and accumulated to manage risks in the agency.

ITEM #	STANDARD 8: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ACCIDENT/INCIDENT REPORTS (CUSTOMER AND EMPLOYEE) See also WORKERS' COMPENSATION PROGRAM CLAIMS , page 66, item 50.	a) Transfer records resulting in workers' compensation to WORKERS' COMPENSATION PROGRAM CLAIMS , page 66, item 50. b) Destroy in office remaining employee claims 3 years after settlement or denial of claim.* c) Destroy in office adult non-employee reports 3 years after settlement or denial of claim.* d) Destroy in office reports that do not result in claims or official action after 3 years. e) Destroy in office reports of minors after minor has reached age of 21.	
2.	ASBESTOS MANAGEMENT PLAN	a) Destroy in office 1 year after building is demolished. b) If building is sold, transfer records to new owner.	Retention: 29 CFR 1910.1001(j)(3)(ii)
3.	DECLARATIONS AND TERMINATIONS OF STATES OF EMERGENCY	Retain in office permanently.	Authority: G.S. § 166A-19.22

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 8: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4. 	DISASTER AND EMERGENCY MANAGEMENT PLANS Records concerning preparedness, evacuations, and operations in the event of a disaster (natural, accidental, or malicious). Includes background surveys, studies, reports, and records concerning the process of notifying personnel in the event of an emergency. Also includes Continuity of Operations Plans (COOP) and Business Continuity Plans (BCP).	Destroy in office when superseded or obsolete.	Confidentiality: G.S. § 132-1.7
5.	DISASTER RECOVERY Administrative records documenting recovery efforts.	a) Retain in office permanently records documenting major agency disaster recovery efforts b) Destroy in office after 3 years records concerning minor or routine agency recovery operations that are managed with minimal disruption to normal operations.	
6.	EMERGENCY DRILLS AND EQUIPMENT RECORDS Includes test records for fire suppression, defibrillator, respirator fit, and other emergency equipment. Also includes records concerning agency emergency and fire drills.	Destroy in office when superseded or obsolete.	
7.	EMPLOYEE SECURITY RECORDS Records concerning the issuance of keys, identification cards, parking assignments, passes, etc., to employees.	Destroy in office when superseded or obsolete.	
8.	FIRE, HEALTH, AND SAFETY RECORDS Records concerning agency safety measures. Includes reports, logs, and other related records documenting inspections of agency facilities.	Destroy in office when superseded or obsolete.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 8: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	FUEL OIL STORAGE TANK RECORDS	Destroy in office closure records 3 years after completion of permanent closure.	Authority: 40 CFR 280.34 Retention: 40 CFR 280.74
10.	HAZARDOUS MATERIALS MANAGEMENT Records related to hazardous materials and hazard mitigation plans.	a) Destroy in office after 30 years records related to hazardous materials, including biowaste. b) Destroy in office after 5 years records concerning the receipt, maintenance, and disposal of radioactive materials. c) Destroy in office 3 years after superseded or obsolete records concerning hazard mitigation plans.	
11.	INSURANCE POLICIES Records concerning automobile, theft, fire, and all other insurance policies purchased by agency. Also includes insurance audits, claims reports, surveys, endorsements, certificates of insurance, and waivers.	a) Destroy in office records concerning automobile and other liability insurance policies 10 years after superseded or obsolete.* b) Destroy in office certificates of insurance after 1 year. c) Destroy in office self-insurer certifications 6 years from date of termination of policy or settlement of all claims. d) Destroy in office remaining records after 1 year after superseded or obsolete.	
12.	LOSS CONTROL INSPECTION REPORTS Self-inspections to identify potential liabilities or hazards that may exist in agency owned buildings or property.	Destroy in office when superseded or obsolete.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 8: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	LOST, STOLEN, OR DAMAGED PROPERTY REPORTS Includes citizen reports of property lost or stolen at agency. Also includes reports and employee narratives of vandalism to agency property.	Destroy in office after 2 years.*	
14.	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) Records concerning injury or illness, extent and outcomes, summary totals for calendar year, and OSHA forms. Includes ergonomic assessments for employees.	Destroy in office after 5 years.	Retention: 29 CFR 1904.33 29 CFR 1904.44
15.	SAFETY DATA SHEETS Forms supplied to agencies from manufacturers and distributors of hazardous materials for materials held by the agency.	Destroy in office 30 years after materials have been disposed of according to manufacturer's instructions. <i>Retention Note: A data sheet for a mixture may be discarded if the new data sheet includes the same hazardous chemicals as the original formulation. If the formulation is different, both data sheets must be retained for 30 years. Data sheets may also be discarded if some other record identifying the substances used, where they were used, and when they were used is retained the required 30-year period.</i>	Retention: 29 CFR 1910.1020(d)(1)(ii)(B)

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

STANDARD 9: WORKFORCE DEVELOPMENT RECORDS

Official records created and accumulated by the agency to manage workforce development programs. Relevant legislation includes the Comprehensive Employment and Training Act, the Job Training and Partnership Act, the Workforce Investment Act, and the Workforce Innovation and Opportunity Act.

ITEM #	STANDARD 9: WORKFORCE DEVELOPMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	AUDIT/AUDIT RESOLUTIONS Records concerning reports from financial and compliance audits conducted on WIA programs in accordance with OMB Circular A-133. Includes audit reports and correspondence concerning audits and audit resolutions for the local area. Also includes federal and state audits.	Destroy in office after 3 years.	Authority: OMB Circular A-133 29 CFR 97.26
2.	LOCAL AREA JOB TRAINING PLAN RECORDS Records concerning the local board's bid process for contracting workforce development programs.	Destroy in office when superseded or obsolete.	Authority: 20 CFR 652.8
3.	PARTICIPANT RECORDS Records concerning applicants, registrants, eligible applicants/registrants, participants, terminees, and employees who submit requests for services of the Dislocated Workers Program and Workforce Investment Act programs. Includes applications, client history, Employability Development Plans, program referral, monitoring notes, pay authorizations, release forms, and WIA follow-up questionnaires.	Destroy in office 3 years after close of audit/final year expenditure.*	Authority: 20 CFR 652.8

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

2019 Local Government Agencies General Records Retention and Disposition Schedule

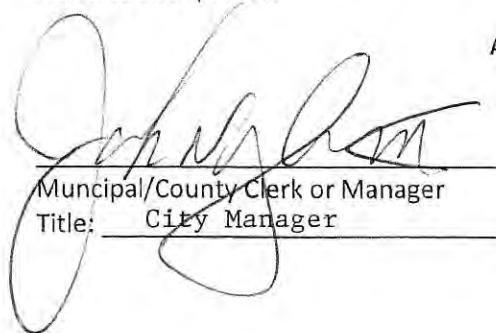
The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. The local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. ***Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.***

All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when "*reference value ends.*" All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "*destroy when reference value ends.*" If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction "*destroy when reference value ends.*"

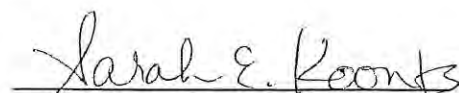
All local government agencies and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule supersedes the general standards in all previous local government retention and disposition schedules and is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED



Municipal/County Clerk or Manager
Title: City Manager



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Head of Governing Body
Title: Mayor



Susi H. Hamilton, Secretary
Department of Natural and Cultural
Resources

Municipality/County: City of Asheboro

**AGREEMENT FOR ENGINEERING SERVICES
BETWEEN THE CITY OF ASHEBORO AND
HIRAM J. MARZIANO, PE**

THIS ENGINEERING SERVICES AGREEMENT (the “**Agreement**”) is made and entered into this **9th day of May, 2019** (the “**Effective Date**”), by and between the **CITY OF ASHEBORO**, a North Carolina municipal corporation, (the “**City**”) and **HIRAM J. MARZIANO, PE** (the “**Engineer**”).

GENERAL RECITALS

WHEREAS, the City desires to engage the Engineer to provide certain professional consulting, planning, and engineering services for the **City of Asheboro Sanitary Sewer Lift Station No. 3 Improvements Project** (the “**Project**”) in accordance with the terms and conditions hereinafter set forth;

WHEREAS, the City is authorized to enter into an Agreement for performance of such services;

NOW, THEREFORE, the City and the Engineer, for the consideration specified herein and to be further confirmed in a Purchase Order that will be issued after this Agreement is fully executed, mutually agree that the Engineer shall perform the services provided under this Agreement and shall do so in a manner that conforms with the professional standards applicable to a professional engineer licensed to provide engineering services in North Carolina.

AGREEMENT

ARTICLE 1 – PROJECT DESCRIPTION

The scope of this project includes relocating and upsizing sanitary sewer lift station # 3 to accommodate increased flows in the drainage basin. This work will include construction of approximately 7,800 linear feet of 12” gravity sewer line parallel with approximately 7,800 linear feet of 12” force main from the existing station to the new location. Approximately 8,700 feet of existing 10” force main will be replaced with 12” force main. Relocation or replacement of the odor control system must also be completed.

ARTICLE 2 - ENGINEER’S RESPONSIBILITIES

The Engineer agrees to provide the following professional consulting services that are more thoroughly defined and described throughout the remainder of this Agreement, including the attached exhibits:

- a. Serve as the City’s design professional for the Project;
- b. Furnish professional consultation and advice and furnish customary civil, structural, and environmental engineering services incidental to the Project;
- c. Review available data and consult with the City to further clarify and define the City’s requirements for the Project;

- d. Obtain the pertinent information, conduct investigations, and undertake other reasonable efforts necessary for the Engineer to become conversant with the purpose of the Project and to fulfill its objectives;
- e. Identify and analyze the requirements of the governmental authorities with jurisdiction over the Project and to assist the City in obtaining the required approvals from such authorities;
- f. Assist the City in identifying the available funding sources for the Project and then assist the City with actually securing such funding, including successfully complying with any and all administrative requirements associated with the funding program(s) utilized by the City for the Project; and
- g. Provide construction administration services for the Project and assist the City with bringing about successful Project completion.

ARTICLE 3 - SCOPE OF SERVICES

The Engineer agrees to provide all professional consulting services required for completion of this project including preliminary investigation, design, permitting, financing administration, construction administration, construction observation and project completion as listed in detail in Exhibit A.

ARTICLE 4 – TIME OF BEGINNING AND COMPLETION

This term of this Agreement shall be from the Effective Date of May 9, 2019, through December 31, 2021, unless sooner terminated as provided herein or extended by a written instrument signed by both parties.

Time is of the essence and the Engineer shall begin work immediately following issuance of a written Purchase Order. All services shall be completed in accordance with the Project schedule.

ARTICLE 5 - PERSONNEL

5.1 *Key Personnel*

The key personnel listed in the Engineer's organizational chart (Exhibit B) shall be assigned to the Project until completion. No changes in Engineer's key personnel shall be made without prior written approval of the City.

5.2 *Contractors, Subcontractors, and Sub-Engineers*

As a condition of entering into this Agreement, the Engineer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment, and payment of contractors or subcontractors/sub-engineers in connection with this Agreement.

The City is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. For purposes of this section, prohibited discrimination means discrimination in the solicitation, selection, and/or treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or

other unlawful form of discrimination. Without limiting the foregoing, prohibited discrimination also includes retaliating against any person, business, or other entity for reporting any incident of prohibited discrimination. As a condition of entering into this Agreement, the Engineer represents, warrants, and agrees that it does not and will not engage in or condone prohibited discrimination. Without limiting any rights the City may have at law or under any other provision of this Agreement, it is understood and agreed that a violation of this provision constitutes grounds for the City to terminate this Agreement.

5.3 *Interaction with the Public*

The Engineer shall assure that its employees and contractors interact with the public in a courteous, helpful, and impartial manner. The City will not tolerate or condone discrimination or acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy constitutes grounds for the City to terminate this Agreement.

ARTICLE 6 - POINTS OF CONTACT; NOTIFICATION

6.1 *City's Point of Contact*

The City will designate a Project Manager who is authorized to act in the City's behalf with respect to the Project, except as otherwise limited by this Agreement. The Project Manager will examine the documents submitted by the Engineer and will expedite decisions concerning the documents in order to avoid unreasonable delay in the progress of the Engineer's Services. The Project Manager will coordinate all communication between the Engineer and the City unless otherwise specified in writing. The Engineer shall contact the Project Manager prior to all meetings involving City personnel.

The City's Point of Contact and Project Manager is:

Michael D. Rhoney, PE – Water Resources Director
PO Box 1106, 146 N Church St,
Asheboro, NC 27204-1106
(336) 626-1201 Ext 258,
mrhoney@ci.asheboro.nc.us

6.2 *Engineer's Point of Contact*

The duties of the Engineer's Point of Contact for each Project include, but are not limited to:

- Coordinating Services and the Engineer's resource assignments based on the City's requirements;
- Providing consultation and advice to the City on matters related to the Services and the Project and acting as a conduit to the Engineer's specialist resources that may be needed to supplement the Engineer's regular staff;
- Acting as the Engineer's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;
- Facilitating meetings and conferences between the City and the Engineer's staff when scheduled or requested by the City;

- Communicating among and between the City and the Engineer's staff;
- Promptly responding to the City's Project Manager when consulted in writing with respect to Service deviation and necessary documentation;
- Identifying and providing the City with written notice immediately after the Engineer becomes aware of any issue that may threaten the delivery of Services in the manner contemplated by this Agreement; and
- Ensuring that adequate quality assurance procedures are in place for the performance of Services.

The Engineer's Point of Contact is

Hiram J. Marziano, PE

PO Box 278

Asheboro, NC 27201

Phone: 336-628 4008

(C) 336-953-6186

Email: himarziano@triadbiz.rr.com

6.3 ***Legal Notices***

Any notice, consent or other formal communication required or contemplated by this Agreement shall be in writing and shall be delivered in person, by U.S. mail, by overnight courier, or by electronic mail to the intended recipient at the address set forth below:

For the City:

City of Asheboro

146 N Church St.

PO Box 1106

Asheboro, NC 27204-1106

Attn: Michael D. Rhoney, PE

Phone: 336-626-1201 Ext 258

Email: mrhoney@ci.asheboro.nc.us

For the Engineer

Hiram J. Marziano, PE

PO Box 278

Asheboro, NC 27204

Phone: 336-628-4008

Email: himarziano@triadbiz.rr.com

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

ARTICLE 7 - COMPENSATION AND PAYMENTS

7.1 ***Basic Compensation***

Engineer shall be compensated for each of the services listed in this Agreement on an hourly fee basis. The rates used to calculate the fees payable under this Agreement are listed in the attached Exhibit C.

7.2 *Invoices*

Payment of the fees provided for under this Agreement will be made to the Engineer on the basis of monthly invoices reflecting charges consistent with the fee schedule in Exhibit C. Payments will be made within 30 calendar days of the date of receipt of a correct payment request. A correct payment request is defined as an invoice that indicates only those work items that have been satisfactorily completed and accepted by the City. The hourly basis fees and reimbursable expenses shall be itemized on each invoice.

7.3 *Allowance for Additional Services*

Additional services shall be performed by the Engineer only after **written** instructions to do so are received from the City's Project Manager. In order for any request for additional compensation that would result in the payment of fees above and beyond the amounts specified in Section 7.4 of the Agreement to be eligible for payment, such **additional compensation must be approved by the City's governing board prior to the performance of the additional services.**

7.4 *Cap on Fees Charged*

The total amount of fees that can be charged by Engineer for the Project are capped as follows:

a.	Planning not to exceed	<u>\$9,000.00</u>
b.	Design not to exceed	<u>\$116,020.00</u>
c.	Construction Administration not to exceed	<u>\$23,400.00</u>
d.	Construction Observation not to exceed	<u>\$22,000.00</u>
	Total Cumulative Fee for the Project Not to Exceed	<u>\$170,420.00</u>

7.5 *Accounting and Auditing*

The Engineer shall maintain complete and accurate records, using Generally Accepted Accounting Practices (GAAP), of all costs related to this Agreement. Such records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the Engineer or any of his payees in connection with this Agreement. Records subject to examination will include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs as they may apply to costs associated with this Agreement.

For the purpose of such inspections, the City's agent or authorized representative shall have access to said records from the Effective Date of this Agreement, for the duration of the Services, and until three (3) years after the date of final payment by the City to the Engineer pursuant to this Agreement.

The City will give the Engineer reasonable advance notice of any planned inspections/audits.

If, as the result of an audit hereunder, the Engineer is determined to have charged the City for amounts that are not authorized by this Agreement, the Engineer shall reimburse the City for said amount within thirty (30) days.

ARTICLE 8 - ITEMS TO BE FURNISHED BY THE CITY

At the request of the Engineer and in connection with providing the services, the City will furnish Project documents and plans in the City's possession. All other documents or plans shall be the responsibility of the Engineer. The City will provide daily construction observation services.

ARTICLE 9 - INSURANCE

The Engineer shall purchase and maintain during the life of this Agreement with an insurance company acceptable to the City and authorized to do business in the State of North Carolina the following insurance:

9.1 Commercial General Liability

Commercial general liability insurance as shall protect the Engineer from claims of bodily injury or property damage which arise from operations arising out of this Agreement whether such operations are performed by Engineer, any subcontractor, or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability, and contractual liability assumed under the indemnity provision of this Agreement.

9.2 Workers' Compensation Insurance

Workers' compensation insurance that meets the statutory requirements of the State of North Carolina.

9.3 Professional Liability Insurance

In an amount of not less than \$1,000,000 each claim and \$1,000,000 aggregate.

The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Engineer and/or sub-consultant providing such insurance.

The City shall be named as additional insured under the commercial general liability insurance for operations and services rendered under this Agreement. Certificates of all required insurance shall be furnished to the City and shall contain the provision that the City will be given 30 day written notice of any intent to reduce coverage in any manner or to any extent, or to terminate by either the insured or the insuring company.

If any part of the work under this Agreement is sublet, the sub-consultant shall be required to meet all insurance requirements set forth in this Agreement. Nothing contained herein shall relieve the Engineer from meeting all insurance requirements or otherwise being responsible for the sub-consultant.

ARTICLE 10 - OWNERSHIP AND USE OF WORK PRODUCT

The City shall own title to any and all intellectual property rights in and to all documents, reports, specifications, designs, developments, computations, and other materials prepared, obtained, or delivered under the terms of this Agreement (collectively the "Deliverables"). The City may use, transfer, copy, and

distribute the Deliverables without restriction or limitation. The City accepts responsibility for any changes made by the City to these Deliverables after final submittal by the Engineer.

10.1 *Instruments of Professional Service*

The City acknowledges that the Deliverables are instruments of professional service. The City acknowledges and agrees that the Engineer may retain copies of the Deliverables and use the Deliverables for the Engineer's internal general reference.

10.2 *Modification or Reuse Risk*

Any modification or reuse of the Deliverables by the City without the involvement of the Engineer shall be at the sole risk of the City.

ARTICLE 11 - TERMINATION

11.1 *Termination for Convenience*

The City may terminate this Agreement for any reason by giving written notice of termination at least thirty (30) days before the date of termination. The notice shall specify the date upon which such termination becomes effective and the City shall pay the Engineer for Services rendered prior to the effective date of termination.

11.2 *Termination for Default*

By giving written notice, either party may terminate this Agreement for default if the other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this Agreement; provided, however, and subject to any other provision in this Agreement that provides otherwise, such failure or violation shall not be cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within thirty (30) days of receipt of written notice of default from the other party.

Any notice of default shall state the party's intent to terminate this Agreement if the default is not cured within a specified time period.

11.3 *Additional Grounds for Termination by the City*

The City may terminate this Agreement immediately by written notice to the Engineer upon the occurrence of one or more of the following events each of which shall also constitute a non-exclusive Event of Default:

- a. The Engineer makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, the

Engineer's Proposal, or any covenant, agreement, obligation, term, or condition contained in this Agreement; or

- b. The Engineer ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy, or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee, or liquidator is appointed for it or any substantial part of the Engineer's assets or properties.

11.4 ***Obligations upon Expiration or Termination***

Upon expiration or termination of the Agreement, the Engineer shall promptly provide or return to the City:

- a. All Deliverables, in whatever form;
- b. Documentation showing the percentage of completion of matters covered by this Agreement and setting forth progress in developing the Deliverables to the date of termination; and
- c. All equipment, materials, documents, or data, whether in written, graphic, machine readable, or other form, supplied by the City in connection with this Agreement in as good condition as when delivered, reasonable wear and tear excepted.

11.5 ***No Effect on Taxes, Fees, Charges or Reports***

Any termination of this Agreement shall not relieve the Engineer of the obligation to pay any fees, taxes, or other charges then due to the City, nor relieve the Engineer of the obligation to file any daily, monthly, quarterly, or annual reports covering the period to termination nor relieve the Engineer from any claim for damages previously accrued or then accruing against the Engineer.

11.6 ***Substitute Performance***

In the event the Engineer fails to perform any part of the Scope of Services within the time frame set forth in this Agreement without good cause, then, without limiting any other remedies available to the City, the City may take either or both of the following actions:

- a. Employ such means as it may deem advisable and appropriate to continue work until the matter is resolved and the Engineer is again able to carry out operations under this Agreement; and
- b. Deduct any and all operating expenses incurred by the City from any money then due or to become due the Engineer and, should the City's cost of continuing the operation exceed the amount due the Engineer, collect the amount due from the Engineer.

11.7 ***Cancellation of Orders and Subcontracts***

In the event this Agreement is terminated by the City for any reason, the Engineer shall, upon the effective date of termination (unless the City's notice of termination directs otherwise), immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts which are chargeable to this Agreement. As soon as reasonable after receipt of notice of termination, the Engineer shall submit a statement to the City showing in detail the services performed under this Agreement to the date of termination.

11.8 ***Authority to Terminate***

The City Manager, or his designee, will have authority to terminate this Agreement on behalf of the City.

ARTICLE 12 - COVENANTS AND REPRESENTATIONS

12.1 The Engineer covenants and represents that it shall exercise a customary degree of care and diligence in performing all services under this Agreement. The Engineer shall render services under this Agreement in accordance with the customary professional standards prevailing in the State of North Carolina.

12.2 The Engineer further covenants and represents that (i) the services performed by it under this Agreement do not violate any contracts with third parties or any third party rights in any patent, trademark, copyright, trade secret, or similar right, (ii) that the services performed hereunder shall be performed in a professional manner and by qualified staff and shall satisfy the requirements set forth in this Agreement, and (iii) that the Engineer has sufficient expertise and resources to perform under this Agreement.

12.3 The Engineer further represents and covenants that:

- a. It is validly existing and in good standing under the laws of North Carolina;
- b. It has all the requisite power and/or authority to execute, deliver and perform its obligations under this Agreement;
- c. The execution, delivery, and performance of this Agreement have been duly authorized by the Engineer;

- d. No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement; and
 - e. In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses.
- 12.4 Any defective designs, specifications, plats, or surveys furnished by the Engineer and any failure of any services performed by the Engineer to comply with any requirements set forth in this Agreement shall be promptly corrected by the Engineer at no cost to the City. The City's approval, acceptance, use of, or payment for all or any part of the Engineer's services or of the Project itself in no way alter the Engineer's obligations or the City's rights under this Agreement.
- 12.5 Engineer shall not at any time supervise, direct, or have control over any construction contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a construction contractor's work progress, nor for any failure of any construction contractor to comply with laws and regulations applicable to contractor's work.
- 12.6 Engineer neither guarantees the performance of any construction contractor nor assumes responsibility for any construction contractor's failure to furnish and perform its work in accordance with the contract between the City and such contractor.
- 12.7 Except for the Engineer's own employees and its own sub-consultants or subcontractors used to perform the Engineer's obligations under this Agreement, the Engineer shall not be responsible for the acts or omissions of any construction contractor, subcontractor, or supplier, or of any construction contractor's agents or employees or any other persons at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by the City in the absence of consultation with and advice from the Engineer.

ARTICLE 13 - INDEMNIFICATION

To the fullest extent permitted by law, the Engineer shall indemnify and hold harmless the City and the City's elected and appointed officers, employees, and agents from and against any and all claims, losses, damages, obligations, liabilities, and expenses (including reasonable attorneys' fees and costs of defense) that arise directly or indirectly from:

- 13.1 Any willful misconduct or negligent act(s), error(s), or omission(s) by the Engineer or any of its agents, employees, sub-consultants, or subcontractors (or any allegations of any of the foregoing), including but not limited to any claims of liability arising out of an accident or other occurrence resulting in bodily injury, death, sickness, or disease to any person(s) or damage or destruction to any property, real or personal; or
- 13.2 Any claims by any persons or entities supplying labor or material to the Engineer in connection with the performance of the Engineer's obligations under this Agreement ("Labor and Material Claims").

ARTICLE 14 - GENERAL COMPLIANCE WITH LAWS

The Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services provided herein. If, due to conflicts between two or more such ordinances, statutes, laws, rules, and regulations (the "Regulations") the Engineer is unable to comply with such Regulations, the Engineer shall exercise usual and customary professional care in complying with such conflicting Regulations.

The Engineer further agrees that it will at all times during the term of this Agreement be in compliance with all applicable Federal, State, and/or local laws regarding employment practices. Such laws shall include without limitation workers' compensation laws, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work.

ARTICLE 15 - MISCELLANEOUS CONDITIONS

15.1 *Relationship of the Parties*

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its respective agents or employees is the representative of the other for any purpose, and neither has the power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other, unless expressly authorized in writing by the City for the performance of specific tasks by the Engineer.

15.2 *Entire Agreement*

This Agreement is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals ("Prior Agreements"), written or oral, except to the extent such Prior Agreements are incorporated by reference into this Agreement.

15.3 ***Amendment***

No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

15.4 ***Governing Law and Jurisdiction***

The parties acknowledge that this Agreement is made and entered in Randolph County, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all rights, obligations, duties, and liabilities of the parties to this Agreement, and that North Carolina law shall govern interpretation of this Agreement and any other matters relating to this Agreement.

15.5 ***Binding Nature and Assignment***

This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

15.6 ***Delays and Extensions***

Reasonable extensions of time for unforeseen or unavoidable delays may be made by mutual written consent of the parties involved.

15.7 ***Severability***

The invalidity of one or more of the phrases, sentences, clauses, or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

15.8 ***Approvals***

All approvals or consents required under this Agreement must be in writing. Electronic documents shall have the same validity as physical documents.

15.9 ***Waiver***

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

15.10 ***Taxes***

The Engineer shall pay all applicable Federal, State, and local taxes that may be chargeable against the performance of the professional services described herein.

15.11 ***Change in Control***

In the event of a change in "Control" of the Engineer (as defined below), the City shall have the option of terminating this Agreement by written notice to the Engineer. The Engineer shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Agreement, the term "Control" shall mean the possession, direct or indirect, of either:

- a. The ownership of or ability to direct the voting of, as the case may be, fifty-one percent (51%) or more of the equity interests, value, or voting power in the Engineer; or
- b. The power to direct or cause the direction of the management and policies of the Engineer whether through the ownership of voting securities, by contract, or otherwise.

15.12 ***Assignment***

This Agreement shall not be assigned or subcontracted without the written approval of the City.

15.13 ***City Not Liable for Delays***

Except as expressly provided in this Agreement, the City shall not be liable to the Engineer, its agents, representatives, or sub-consultants for or on account of any stoppages or delay in the performance of any obligations of the City.

15.14 *Survival of Provisions*

All express representations and indemnifications included in this Agreement will survive its completion or termination. Those sections of this Agreement, including Exhibits, that by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement.

15.15 *Endorsement of Documents*

The Engineer shall sign and seal, or shall cause to be signed and sealed, with the appropriate North Carolina Professional Seal all plans, specifications, calculations, reports, plats, and construction documents prepared by the Engineer under this Agreement.

15.16 *Reliance on City-Furnished Information*

In response to reasonable requests by the Engineer, the City will endeavor to provide to the Engineer all information in the possession of the City reasonably related to the Scope of Services. Except as otherwise expressly stated herein, the Engineer may reasonably rely upon the accuracy, timeliness, and completeness of such information provided by the City, unless the Engineer knew or should have reasonably known that such information was not timely, accurate, or complete.

15.17 *Access to Facilities*

The City will make its facilities reasonably accessible to the Engineer as required for the Engineer's performance of its services under this Agreement.

15.18 *Advertisements, Permits, and Access*

Except as expressly stated herein, the City will secure and pay for all advertisements for bids, permits, and licenses required of the City as a unit of local government by the applicable procurement laws and all land, easements, and access thereto necessary for the Engineer to perform its services under this Agreement.

15.19 *E-Verify Provision Consistent with Section 143-133.3 of the North Carolina General Statutes*

The Engineer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Furthermore, if the Engineer utilizes a subcontractor, the Engineer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

ARTICLE 16 - MINORITY BUSINESS ENTERPRISE PROGRAM

Consistent with the applicable laws and regulations, the Asheboro City Council has set forth goals and good faith efforts to promote the utilization of minority businesses in City projects such as the Project described herein. The City encourages all minority businesses to participate in the bidding process.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement as of the day and year first written above.

CITY OF ASHEBORO

By: _____

Date: _____

Witness: _____

HIRAM J. MARZIANO, PE

By: Hiram J. Marziano

Date: 5-30-19

Witness: Jamie Y. Poole

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

Finance Officer

EXHIBIT A
BASIC SERVICES

1.A. DESIGN SERVICES

- (1) Make such surveys, site investigations, and studies as required to design the Project.
- (2) Hold one (1) conference with representatives of the City and others as may be necessary to obtain data for developing the design Project.
- (3) Prepare and furnish contract plans and specifications as necessary for the proper construction of the Project and prepare all documents necessary for the taking of bids and the letting of contracts for the proposed work. It is understood and agreed that the Engineer will be permitted to insert in the City construction contract documents provisions for reimbursement for printing, binding, mailing, and other costs incidental to issuing contract plans, specifications and documents. Notwithstanding any other provision in the Agreement, specifically including without limitation this Exhibit, it is understood and agreed that the City and its officials retain final control over the content of any and all documents utilized either directly or indirectly to comply with the procurement/bidding and funding laws and regulations applicable to this Project.
- (4) Secure approval of the plans and specification proposed from the North Carolina Department of Environmental Quality Public Water Supply Section.

1.B CONSTRUCTION ADMINISTRATION

- (1) Assist the City in advertising for bids.
- (2) Furnish copies of the Bidding Documents as requested by the Contractors, material suppliers, and other interested parties for bidding.
- (3) Prepare, as may be required, written addenda amending the Bidding Documents.
- (4) Assist the City in the receiving of bids, tabulate same for ready comparison, and advise the City as to the proper and judicious award of contracts.
- (5) After award of contract(s), the Engineer will prepare the Contract Documents for execution by the Contractor(s) and the City.
- (6) Prior to the start of construction, the Engineer will assist the City in preparing an agenda and conducting a preconstruction conference.
- (7) Review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by the contractors. Furnish the City with a complete set of shop drawings upon completion of construction.
- (8) Interpret the intent of the drawings and specifications to protect the City against defects and deficiencies in construction on the part of the contractors. The Engineer will not, however, guaranteed the performance by any contractor.
- (9) Establish baselines for locating the main components to be constructed. However, the Contractor will be responsible for providing any day-to-day construction staking that may be required.

- (10) Provide general engineering review of the work of the contractor(s) as construction progresses and hold progress conferences to ascertain that the Contractor is conforming to the design and concept and construction schedule.
- (11) Cooperate and work closely with the City and appropriate regulatory agencies during construction.
- (12) Review the Contractor's application for progress and final payment, and when approved, submit same to the City for payment.
- (13) As necessary, prepare Change Orders and make revisions to the Contract Documents for approval by the City and others on a timely basis.
- (14) Provide the City with reproducible drawings and a CD containing a PDF and digital drawings. Such drawings will be based upon construction records provided by the Contractor and City during construction and reviewed by the construction reviewer.

1.C CONSTRUCTION OBSERVATION

- (1) After award of the contract(s), the Engineer will provide periodic observation of the work as appropriate to the state of construction. The Engineer will make visits to the job site to observe the progress of the work and consult with the City. The City will periodically inspect each area of work and provide proper documentation of the City's inspection program.
- (2) The Engineer shall observe materials and finished workmanship, check all layouts of work, keep the necessary or required records of inspection, review estimates for payment to contractors, and make Project reports to the City.
- (3) The Engineer will make a final observation of all construction and provide a written certification of final observation to the City and the required State agencies.

1.D ADDITIONAL SERVICES

In addition to the foregoing services being performed, the following services may be provided upon prior written authorization of the City.

- (1) Redesigns ordered by the City after final plans have been accepted.
- (2) Appearances before courts or boards on matters of litigation or hearings related to the Project.
- (3) The design of additional utilities improvements not included in the original scope of services.
- (4) Additional work or extended services during construction due to the fault of the Contractor or due to the overrun in time for construction.

2.A SERVICES PROVIDED BY THE CITY

- (1) Designate a person to act as the City's representative with respect to the work to be performed under the Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the City's policies.
- (2) Provide such legal, accounting, and insurance counseling services as may be required for the Project and such auditing services as the City may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.
- (3) Except as noted otherwise in the Agreement, pay all permit and application fees required for Project approval and construction.

- (4) When requested by the Engineer, assist the Engineer by providing any information in the possession of the City that is pertinent to the Project.
- (5) Guarantee access to and make all provision for the Engineer to enter upon public and private property as required to perform his services.
- (6) Examine all sketches, drawings, specifications, proposals, and other documents presented by the Engineer, including obtaining the advice of an attorney, insurance counselor, and other consultants as the City deems appropriate for such examination.
- (7) Provide frequent observation of the Project in order to apprise the Engineer of specific matters relating to the Project that would foster good relations among all parties involved as well as to allow work to progress in any orderly manner.
- (8) Give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of changed circumstances and/or any defect in the Project.
- (9) Furnish the Engineer in a timely manner with copies of pertinent correspondence relating to the Project which would not otherwise have been directed to the Engineer.

EXHIBIT B
ORGANIZATIONAL CHART



EXHIBIT C
FEE SCHEDULE

ENGINEER	\$100.00/PER HOUR
SURVEY CREW	\$220.00/PER HOUR
ENVIRONMENTAL TECH	\$100.00/PER HOUR
CLERICAL	\$50.00/PER HOUR
CONSTRUCTION OBS.	\$55.00/PER HOUR



RZ-19-07: Request to rezone from B2 (General Commercial) to I1 (Light Industrial)

2473 US Hwy. 64 East

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**
 -07

Date 5/6/2019 PB

Applicant Mr. HR Gallimore

Legal Description

The properties of HR Gallimore, Jr. and wife Vickie H. Gallimore, located at 2473 US Hwy. 64 East, totaling approximately 2.75 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7771263341.

Requested Action Rezone from B2 General Commercial to I1 Light Industrial

Existing Zone B2

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-19-07

Date 6/6/19 City Council

General Information

Applicant HR Gallimore

Address 231 S. Fayetteville St.

City Asheboro NC 27203

Phone 336-626-5560

Location 2473 US Hwy. 64 East

Requested Action Rezone from B2 General Commercial to I1 Light Industrial

Existing Zone B2

Existing Land Use Single-family dwelling

Size 2.75 acres +/-

Pin # 7771263341

Applicant's Reasons as stated on application

Squares up the property for full utilization, creates employment, is consistent with neighboring properties.

Surrounding Land Use

North Low-Density Residential

East Industrial/Commercial

South Low-Density Residential

West Industrial (Rental/Sales of Heavy Equipment)

Zoning History RZ-96-25 (May 1996)- The property was rezoned from R40 to B2.

Legal Description

The properties of HR Gallimore, Jr. and wife Vickie H. Gallimore, located at 2473 US Hwy. 64 East, totaling approximately 2.75 acres +/- and more specifically identified by Randolph County Parcel Identification Number 7771263341.

Analysis

1. The property is outside of the city limits but within the City's extraterritorial zoning jurisdiction (ETJ).
2. US Hwy. 64 East is a state-maintained boulevard (a type of major thoroughfare). East Presnell St. is a state-maintained minor thoroughfare.
3. The property is approximately 1/4 mile west of the interchange of US Hwy. 64 E. and the US Hwy. 64 East Bypass. The US 64 Bypass is currently estimated to be completed in May, 2020.
4. The requested I1 district is described by the zoning ordinance as a district "to produce areas for manufacturing, processing and assembly uses, commercial uses, distribution and servicing enterprises, controlled by performance standards to limit the effect of such uses on uses within the district and on adjacent districts." Approval of the request would allow any I1 use permitted by right.
5. There is currently a single-family dwelling on the property. The I1 district generally does not allow residential uses aside from caretaker dwellings, although legal non conforming uses may continue subject to zoning ordinance requirements.
6. The LDP proposed land use map designates this property as an employment center. The land development plan describes the intent of an employment center as follows: "to integrate a mixture of commercial, office, and institutional, industrial, and open space uses into the fabric of the community, with ample sidewalks, street trees, on-street parking, public amenities, and open space."
7. The LDP Growth Strategy Map designates this property as an "economic development area", described as "areas with prime access to a major thoroughfare and/or highway interchange, with high potential for economic development expansion. Suitable economic development sites within EDAs should be given a high level of encouragement and incentives as provided by policy 1.2.3."
8. Along with other zoning requirements (including but not limited to paving of required parking, landscaping, etc.), new commercial construction requiring a Building Permit and located on a street with curb and gutter generally requires the owner or developer to install a sidewalk along the property's public street frontage.

Rezoning Staff Report

RZ Case # RZ-19-07

Page 2

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
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 and 13: 12.) Property is located outside of watershed 13.) The property is located outside of Special Hazard Flood Area.

Rezoning Staff Report

RZ Case # RZ-19-07

Page 3

LDP Goals/Policies Which Do Not Support Request

Checklist Item 14: Rezoning is located on steep slopes of greater than 20%. (*small portion of interior of property*)

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

The request is consistent with the Land Development Plan map's designation of the property as part of an "employment center" and if approved would allow industrial uses and some commercial uses.

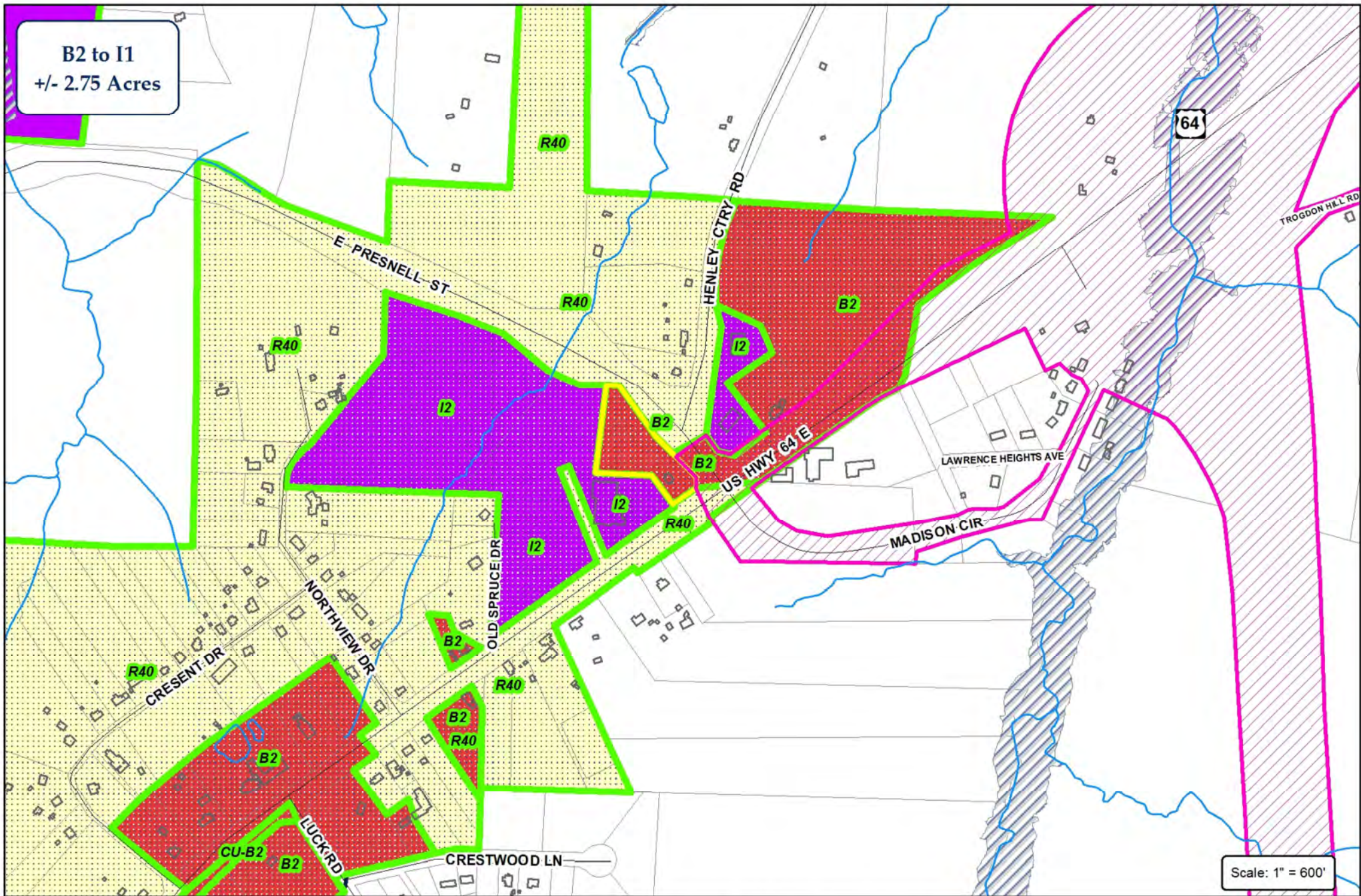
I1 zoning is also supported by the Growth Strategy map's inclusion of the property within an "economic development area" as it encourages development of the property for non-residential uses near major highways.

The East Small Area plan states that the Employment Center designation is focused around the intersection of US Hwy. 64 East and East Presnell Street. This property is at a pivotal point with access to both. The property also abuts other commercial and industrial land uses. While there are residential uses adjoining the property, either a major or minor thoroughfare separates the property from these uses.

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 I1 district request.

B2 to I1
+/- 2.75 Acres



City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-07

Parcel: 7771263341

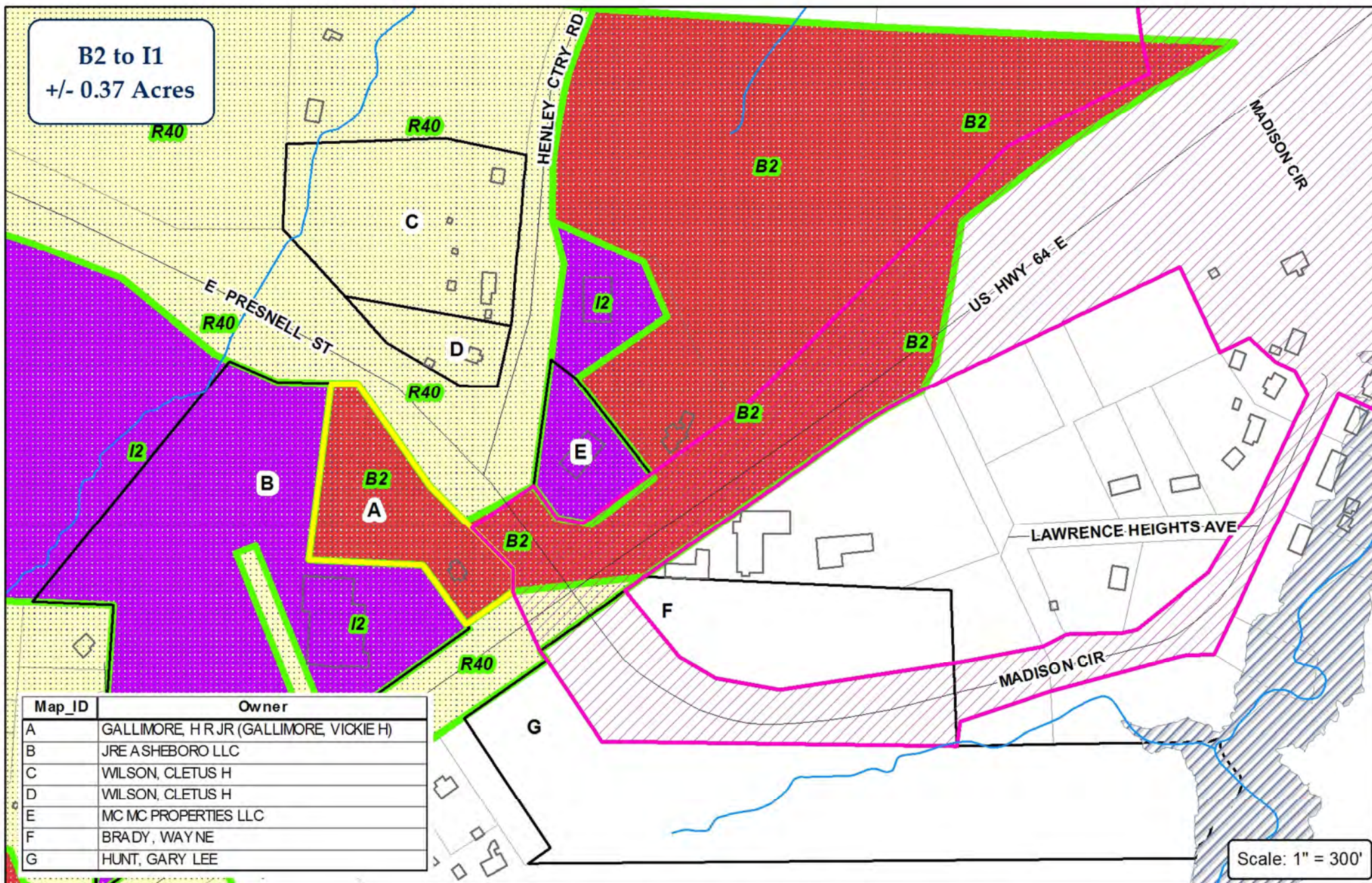


ETJ
Prop US-64 Bypass

Subject Property
Zoning



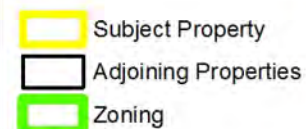
B2 to I1
+/- 0.37 Acres



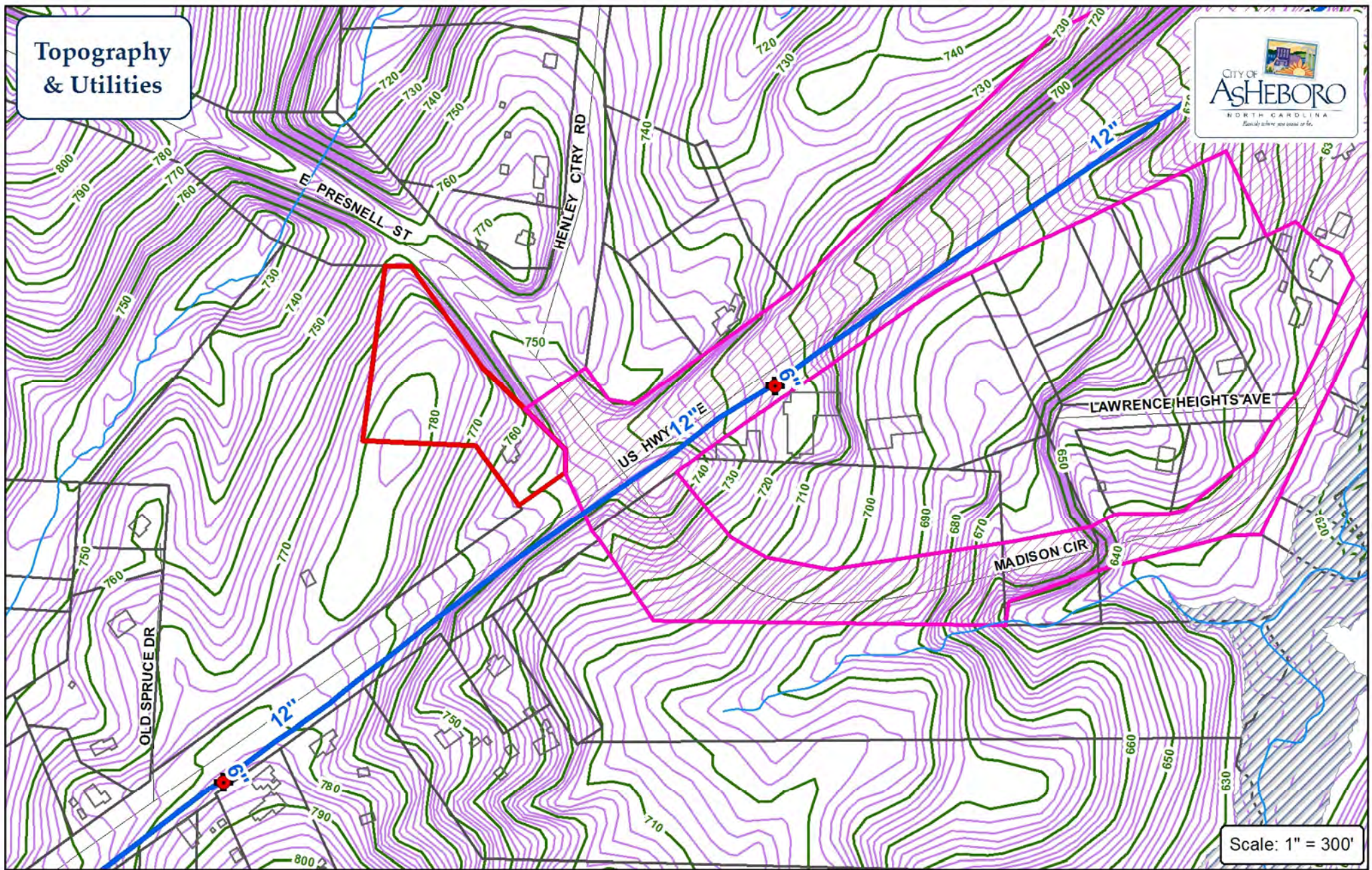
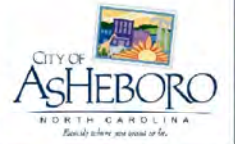
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-07

Parcel: 7771263341



Topography & Utilities

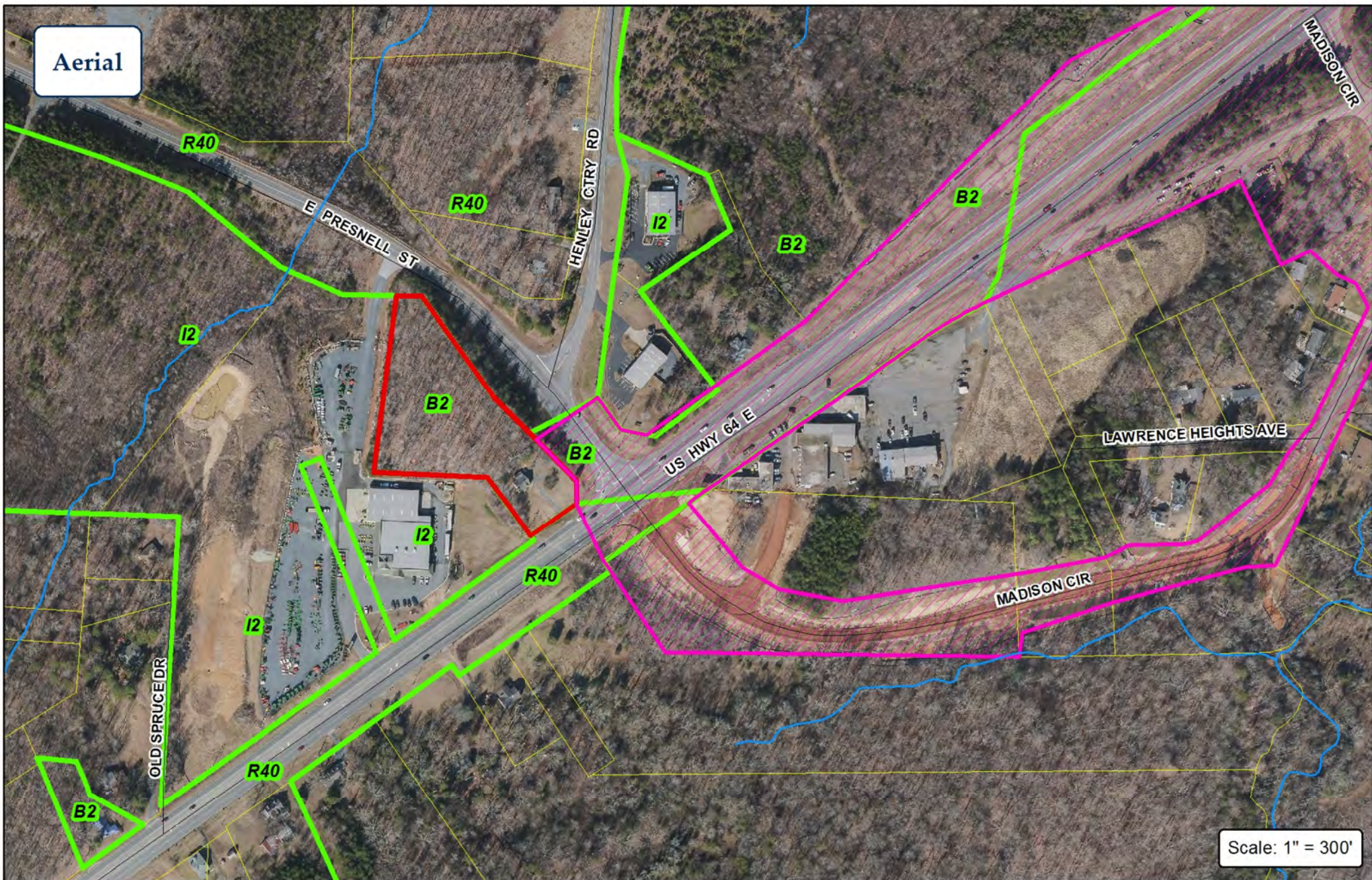


- Water Main
- Sewer Main
- Force Main
- Fire Hydrant
- Pump Station

City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-19-07
Parcel: 7771263341

Subject Property

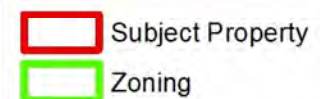




City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-07

Parcel: 7771263341



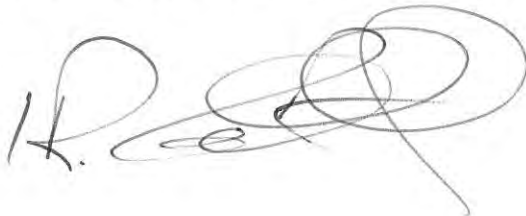
Please accept my apologies for not attending the meeting tonight. I had to attend a business function in Kernersville which could not be rescheduled.

I would like to make the following comments regarding the two parcels on US Highway 64 East being considered for rezoning tonight:

As to 2473 US Highway 64 East (corner of Presnell Street), changing the zoning to I-1 will complete this corner for industrial use, as the adjoining parcel is already zoned I-2. There are other properties within close proximity that are zoned for industrial use. With the advent of this intersection becoming even busier in the near future due to the Highway 64 Bypass Loop, I feel that industrial zoning for this property is appropriate.

As to 2382 US Highway 64 East, changing the zoning to B-2 will make this zoning consistent with others in the immediate area. The current zoning only allows for residential use, and it is doubtful that anyone would choose to build a home here on a major highway. With public water available now and public sewer a possibility in the future, this may be an ideal spot for retail or restaurant use. After construction is completed for the new Bypass Loop, I feel this will become an even more vibrant commercial corridor.

Thank you for considering my comments.





**RZ-19-08: Request to rezone from R40 (Low-Density Residential) to B2
(General Commercial)**

2382 US Hwy. 64 East

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
-08**

Date 5/6/2019 PB

Applicant Larry C. Trogdon & Linda H. Trogdon /(HR
Gallimore, agent)

Legal Description

The properties of Larry C. Trogdon and wife Linda H. Trogdon, located at 2382 US Hwy. 64 East, totaling approximately 3.34 acres +/- and more specifically identified by Randolph County Parcel Identification Numbers 7771159252 & 7771241808.

Requested Action Rezone from R40 Low-Density Residential to B2 General
Commercial

Existing Zone R40

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-19-08

Date 6/6/2019 City Council

General Information

Applicant Larry C. Trogdon & Linda H. Trogdon /(HR Gallimore, agent)

Address 1603 Country Club Drive

City Asheboro NC 27203

Phone 336-689-0136

Location 2382 US Hwy. 64 East

Requested Action Rezone from R40 Low-Density Residential to B2 General Commercial

Existing Zone R40

Existing Land Use Single-family dwelling

Size 3.34 acres +/-

Pin # 7771159252, 7771241808

Applicant's Reasons as stated on application

Growth is moving in the corridor and most all of uses moving forward will be primarily business. Follows the LDP in accordance with employment center. Road improvements and traffic patterns make this more of a commercial use property.

Surrounding Land Use

North Industrial (Rental/sales heavy equipment)

East Low-Density Residential

South Single-family (manufactured home)

West Low-Density Residential

Zoning History N/A

Legal Description

The properties of Larry C. Trogdon and wife Linda H. Trogdon, located at 2382 US Hwy. 64 East, totaling approximately 3.34 acres +/- and more specifically identified by Randolph County Parcel Identification Numbers 7771159252 & 7771241808.

Analysis

1. The property is outside of the city limits but within the City's extraterritorial zoning jurisdiction (ETJ).
2. US Hwy. 64 East is a state-maintained major thoroughfare.
3. The property is approximately 1/2 mile west of the interchange of US Hwy. 64 E. and the US Hwy. 64 East Bypass. The US 64 Bypass is currently estimated to be completed in May, 2020.
4. The requested B2 district is described by the zoning ordinance as "intended to serve the convenience goods, shoppers goods retail and service needs of the motoring public, both local and transient. This district should always be located with access directly to minor thoroughfares or higher classification streets, but never local residential streets." The request would allow any B2 use permitted by right.
5. There is currently a single-family dwelling located on the property. The B2 district generally does not allow residential uses aside from caretaker dwellings, although legal non conforming uses may continue subject to zoning ordinance requirements.
6. The LDP proposed land use map designates this property as an employment center. The land development plan describes the intent of an employment center as follows: "to integrate a mixture of commercial, office, and institutional, industrial, and open space uses into the fabric of the community, with ample sidewalks, street trees, on-street parking, public amenities, and open space."
7. The LDP Growth Strategy Map designates this property as an "economic development area", described as "areas with prime access to a major thoroughfare and/or highway interchange, with high potential for economic development expansion. Suitable economic development sites within EDAs should be given a high level of encouragement and incentives as provided by policy 1.2.3."
8. Along with other zoning requirements (including but not limited to paving of required parking, landscaping, etc.), new commercial construction requiring a Building Permit and located on a street with curb and gutter generally requires the owner or developer to install a sidewalk along the property's public street frontage.

Rezoning Staff Report

RZ Case # RZ-19-08

Page 2

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
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 and 13: 12.) Property is located outside of watershed 13.) The property is located outside of Special Hazard Flood Area.

Rezoning Staff Report

RZ Case # RZ-19-08

Page 3

LDP Goals/Policies Which Do Not Support Request

Checklist Item 14: Rezoning is located on steep slopes of greater than 20%. (*towards rear/interior of property*)

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

The request is consistent with the Land Development Plan map's designation of the property as an "employment center", which emphasizes a mixture of non-residential uses, including commercial uses allowed in the B2 General Commercial district.

The East Small Area plan further recognizes the expansion of commercial uses on US 64 East, which has been occurring for several decades. The Small Area Plan also highlights the need for neighborhood scale commercial uses, which become possible if the property is zoned B2, due to the wide range of commercial uses permitted in the B2 district.

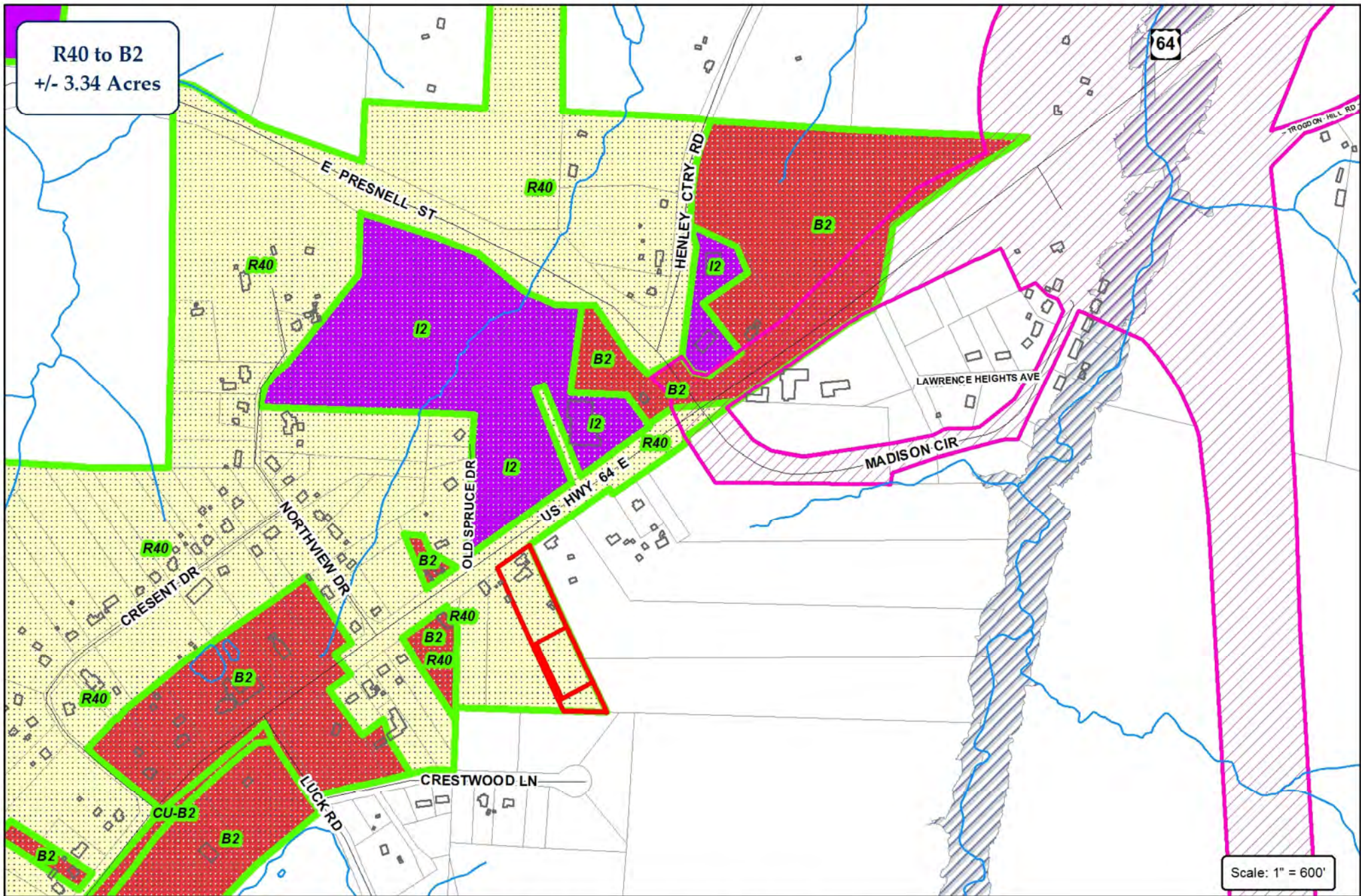
Also, the designation of the property on the growth strategy map as part of an "economic development area" supports the B2 rezoning by allowing a commercial component to an area of US Hwy. 64 East that has a mixture of commercial and industrial land uses.

Although ideally a transitional land use separates a heavier commercial and lighter residential use, requirements for buffers or screening between these uses and the presence of other commercial and industrial uses in the area help mitigate compatibility concerns.

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 B2 district request.

R40 to B2
+/- 3.34 Acres



City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-08

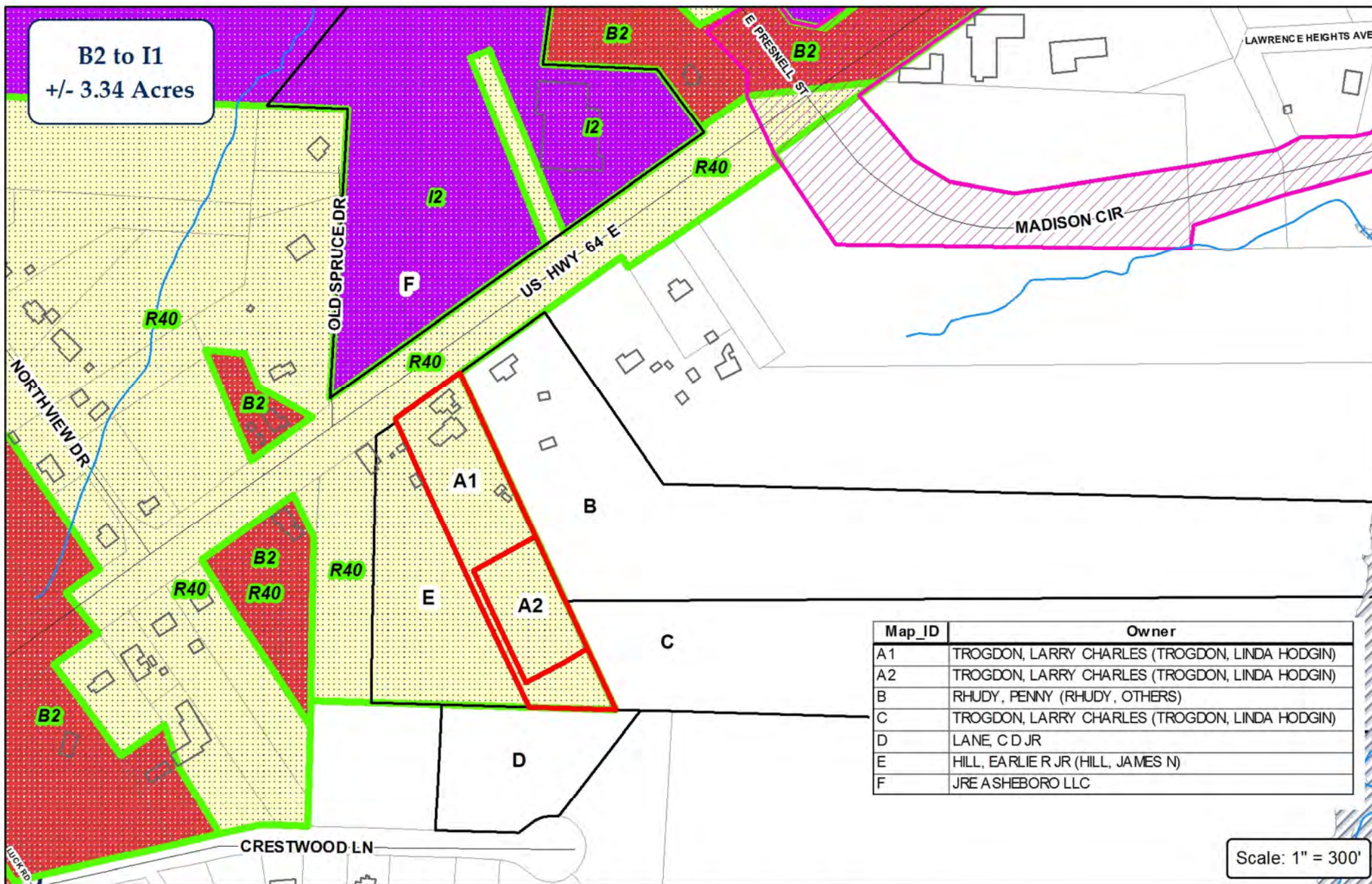
Parcel: 7771159252 & 7771241808



ETJ
Prop US-64 Bypass

Subject Property
Zoning





City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-08

Parcel: 7771159252 & 7771241808

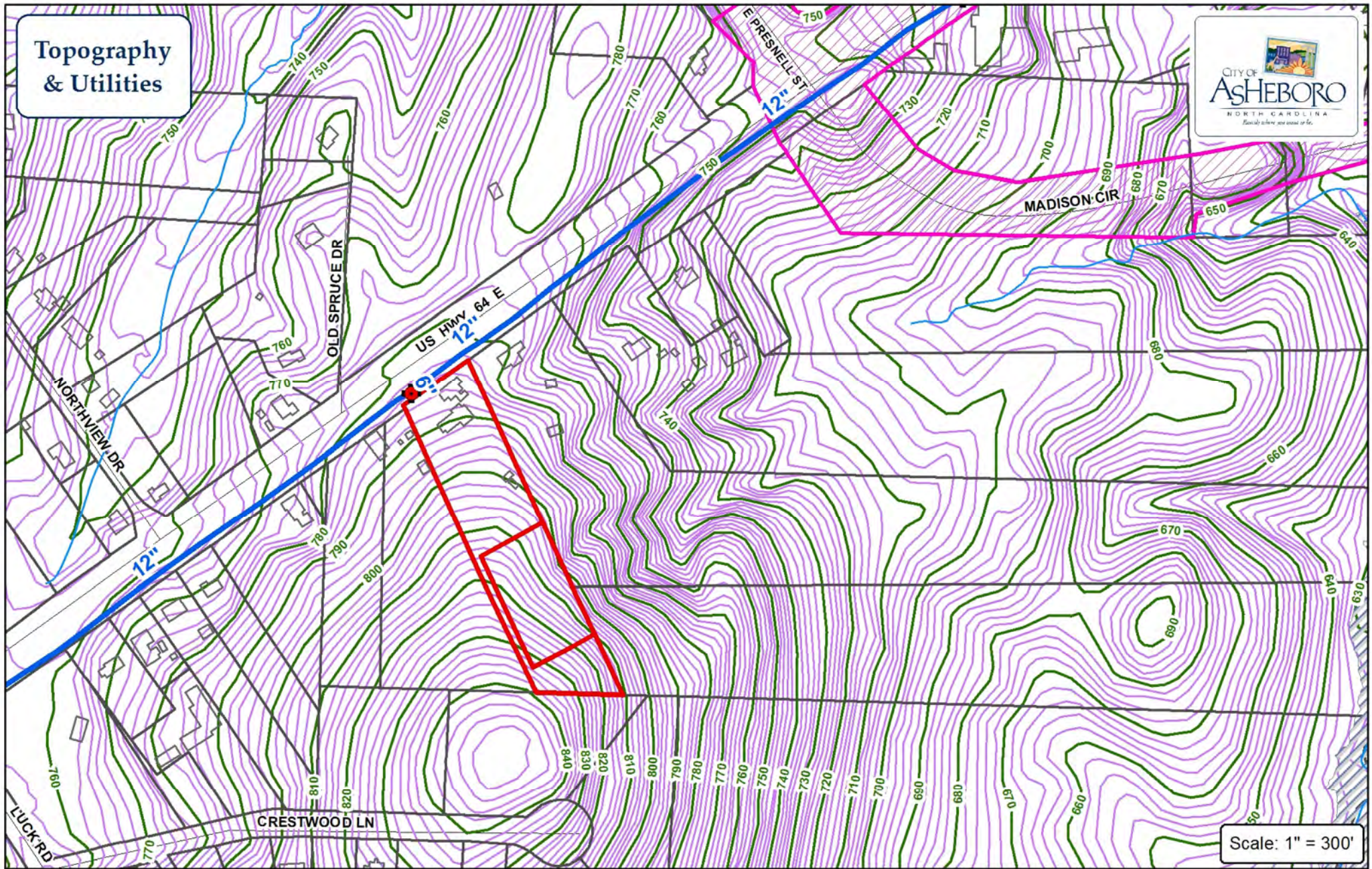


- ETJ
- Prop US-64 Bypass

- Subject Property
- Adjoining Properties
- Zoning



Topography & Utilities



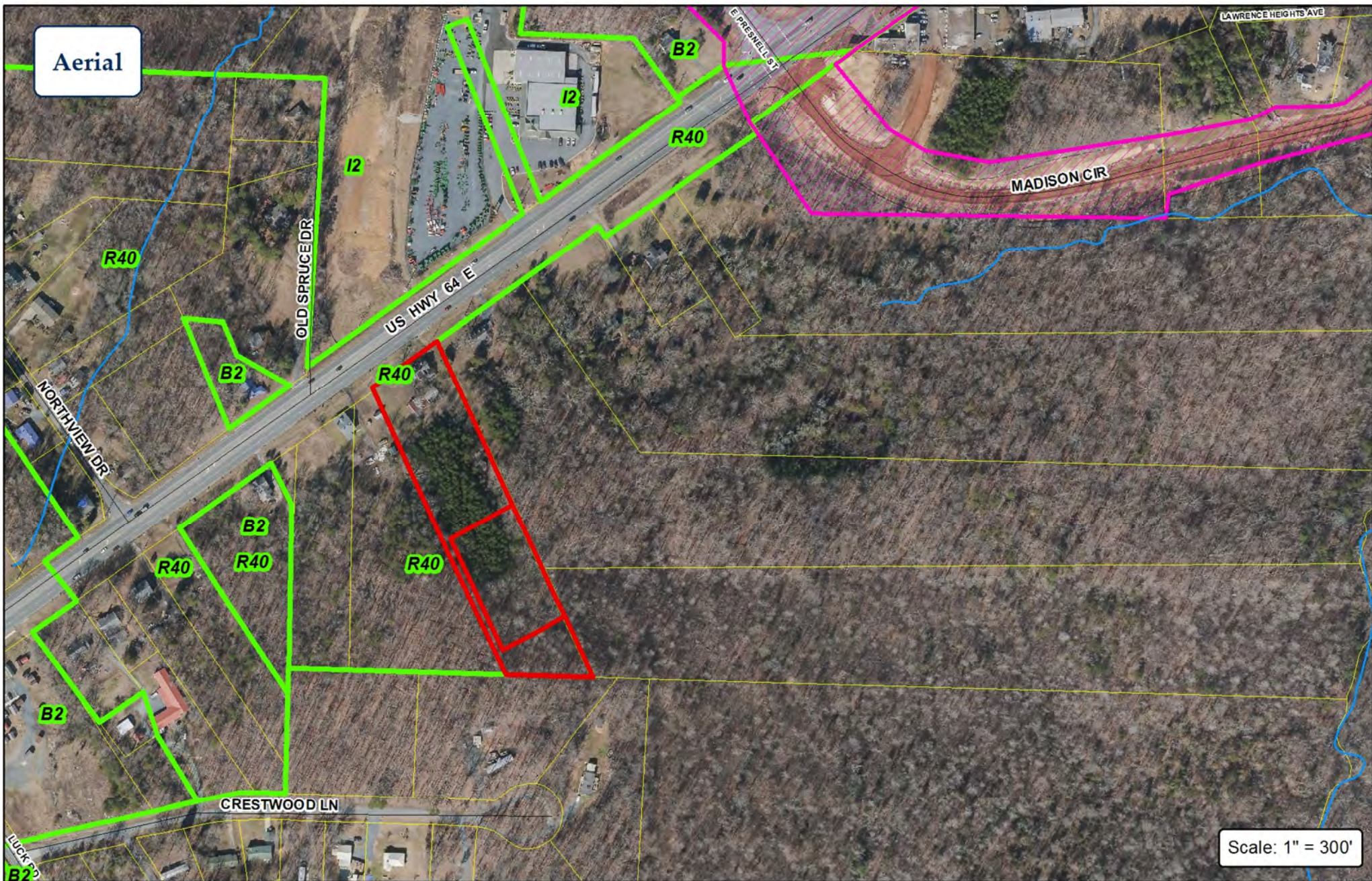
Scale: 1" = 300'

- Water Main
- Sewer Main
- Force Main
- Fire Hydrant
- Pump Station

City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-19-08
Parcel: 7771159252 & 7771241808

Subject Property

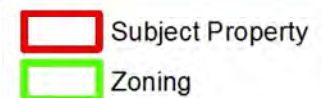




City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-19-08

Parcel: 7771159252 & 7771241808



Please accept my apologies for not attending the meeting tonight. I had to attend a business function in Kernersville which could not be rescheduled.

I would like to make the following comments regarding the two parcels on US Highway 64 East being considered for rezoning tonight:

As to 2473 US Highway 64 East (corner of Presnell Street), changing the zoning to I-1 will complete this corner for industrial use, as the adjoining parcel is already zoned I-2. There are other properties within close proximity that are zoned for industrial use. With the advent of this intersection becoming even busier in the near future due to the Highway 64 Bypass Loop, I feel that industrial zoning for this property is appropriate.

As to 2382 US Highway 64 East, changing the zoning to B-2 will make this zoning consistent with others in the immediate area. The current zoning only allows for residential use, and it is doubtful that anyone would choose to build a home here on a major highway. With public water available now and public sewer a possibility in the future, this may be an ideal spot for retail or restaurant use. After construction is completed for the new Bypass Loop, I feel this will become an even more vibrant commercial corridor.

Thank you for considering my comments.

