

**AMENDED AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, FEBRUARY 5, 2015, 7:00 PM
MEETING TO BE HELD AT PUBLIC WORKS FACILITY**

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Appearance and recognition of guests and citizens.
4. Ms. Elizabeth Mitchell, Chief Professional Officer for United Way of Randolph County, will present the *Spirit of North Carolina Award*.
5. Recognition of Maxine Wright, Police Master Lieutenant, for her years of dedicated service to the City of Asheboro.
6. Recognition of Kermit Williamson, Environmental Services Superintendent, for his years of dedicated service to the City of Asheboro.
7. The annual report from Ms. Bonnie Renfro, President of the Randolph County Economic Development Corporation.
8. Presentation by Eastside Local Development Corporation concerning the Federal “Youth Build” Program.
9. Consent agenda:
 - (a) Approval of the minutes of the city council’s regular meeting on January 8, 2015.
 - (b) Approval of the findings, conclusions, and order authorizing the issuance of a Special Use Permit under Planning Department File No. SUP-15-01.
 - (c) Approval of a resolution awarding a service side arm to a retiring officer of the Asheboro Police Department.
 - (d) Acknowledgement of the receipt from the Asheboro ABC Board of the board’s meeting minutes for January 5, 2015.

10. Trevor Nuttall will present the following Community Development Division Items:
 - (a) Zoning Case RZ-15-01: A legislative zoning hearing on the application filed by Terry Adkins to rezone property located at 160 Henley Country Road from B2 (General Commercial) to I2 (General Industrial).
 - (b) Zoning Case RZ-15-02: A legislative zoning hearing on the application filed by Mark Trollinger to rezone property located on the east side of Gold Hill Road, the west side of Old Cedar Falls Road and the western terminus of Lansdowne Road from R40 (Low-Density Residential) and R10 (Medium-Density Residential) to I2 (General Industrial).
 - (c) Report summarizing the results of the January 27th public workshop to kickoff the process of updating the Land Development Plan proposed land use map.
11. Public comment period.
12. Human Resources Director Stacy Griffin will present for consideration a resolution expressing the city council's concurrence with a newly revised employee policy and procedures manual.
13. Chief Building Inspector Randy Purvis will present his annual report.
14. Code Enforcement Officer Ed Brown will present his annual report.
15. Michael Leonard, PE to present a report on the progress of refurbishing and remodeling the City Hall Council Chambers and the proposed Conference Room.
16. Michael Rhoney, PE to present the following resolutions:
 - (a) A resolution authorizing the entry of the city into a professional design services contract with Sturgill Engineering, PA for the Arc Flash Study for Lift Stations Nos. 1-5 Project.
 - (b) A resolution authorizing the entry of the city into a professional design services contract with The Wooten Company for the Penwood Branch Partial Sewer Evaluation and Professional Engineering Report Project.

17. The city manager will provide an overview of recent lease agreement discussions with the East Side Improvement Association, Inc.
18. Upcoming events:
 - Police Chief Ralph Norton retirement celebration Friday, February 6, 2015, 12:00 – 2:00 PM Public Works Conference Room.
 - Police Master Sergeant David Kennedy retirement celebration Friday, February 13, 2015, 12:00 – 2:00 PM Public Works Conference Room.
 - A planning retreat will be held by the Randolph County Economic Development Corporation on Tuesday, February 17, 2015, from 9:00am to 1:00 pm at the Randolph Community College Foundation Center.
 - George Washington Carver Community Enrichment Center banquet at AVS Catering Center, Saturday, February 21, 2015, 6:00 pm.
 - Town Hall Day, Wednesday, March 18, 2015.
19. Items not on the agenda.
20. Adjournment.

YouthBuild Facts ■ September 2013



Purpose

To unleash the positive energy of low-income young adults to rebuild their communities and their lives, breaking the cycle of poverty with a commitment to work, education, community, and family.

Need

There are 3.5 million low-income 16- to 24-year-olds in the United States who are neither in school nor employed. Every year 1.2 million young people, including 50 percent in low-income communities, leave high school without a diploma. Globally, 200 million youth are working poor and earning less than \$2.00 a day in informal sector activities. All are in urgent need of pathways to jobs, education, entrepreneurship, and other opportunities leading to productive and contributing livelihoods.

Program

In YouthBuild programs in the United States, low-income young people ages 16 to 24 work full-time for 6 to 24 months toward their GEDs or high school diplomas while learning job skills by building affordable housing in their communities and preparing for postsecondary success. Emphasis is placed on leadership development, community service, and the creation of a positive mini-community of adults and youth committed to each other's success. Students may earn AmeriCorps education awards through their homebuilding and other community service. Some train for jobs in the health-care and technology fields. At exit, they are placed in college, jobs, or both.

Impact

Since 1994, over 120,000 YouthBuild students have produced over 22,000 units of affordable, increasingly green housing in rural and urban communities across the United States. Research on 800 graduates showed that 75 percent up to seven years after graduation were in college or employed with wages averaging \$10 an hour.

Size

In 2013, 264 YouthBuild programs engaged nearly 10,000 young adults in the United States. YouthBuild is now being replicated by NGOs in Bosnia and Herzegovina, Brazil, Canada, El Salvador, Guatemala, Haiti, Honduras, Israel, Mexico, Nicaragua, Peru, Serbia, and South Africa.



Participants

Demographics of YouthBuild students in the United States:

- 100% are low-income.
- 93% enter without a diploma.
- 71% are men; 29% are women.
- 53% are African American; 22% are Latino(a); 20% are White; 3% are Native American; 2% are Asian American.
- 39% have received public assistance.
- 33% are court-involved.
- 26% are parents.



Success rate

In the United States, based on data submitted to YouthBuild USA:

- 71% of enrollees completed the program.
- 71% of enrollees obtained their GEDs/high school diplomas, industry-recognized credentials, or both.
- 51% of enrollees went on to postsecondary education or jobs averaging \$9.24 an hour.
- 79% of those placed retain placement for at least six months.
- Recidivism rates for court-involved YouthBuild students average 13%.

Independent research from 2007 shows a return on investment of at least \$7.80 for every dollar spent on a YouthBuild participant.

Organization

Local YouthBuild programs are small, supportive mini-communities operated by autonomous community-based and faith-based organizations, and some by local public agencies. Fifty-five YouthBuild programs have become diploma-granting or alternative schools.

Funding

Each local YouthBuild program secures its own funding—a mix of public and private support. Primary funding for local YouthBuild programs in the United States comes from the US Department of Labor (DOL) under the federal YouthBuild program through a national competition open to all local nonprofit and public entities. The federal appropriation for FY13 was \$80 million. Internationally, the governments of Haiti, Israel, Mexico, Serbia, and South Africa are supporting YouthBuild programs in their countries.

continued

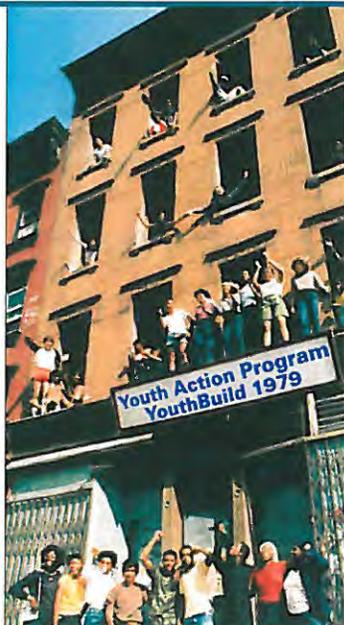
Costs

The average cost per participant for a full year in the United States is about \$22,000, including stipends for work performed. This is less than other full-time options for unemployed young adults, such as Job Corps, service and conservation corps, college, the military, and prison. DOL provides a maximum of \$18,000 per person; each DOL YouthBuild grantee must obtain a 25 percent nonfederal match.

Quality

Through a competitive process DOL has selected YouthBuild USA Inc., an international nonprofit organization, as its sole provider of YouthBuild training and technical assistance. In addition, YouthBuild USA independently manages a voluntary national affiliation and accreditation system, leadership opportunities for youth and staff, research to understand best practices, and innovative competitive grants from private and public sources to affiliates.

YouthBuild USA Inc. and YouthBuild International receive support for program quality improvement, capacity building, expansion, and innovation from major private foundations including American Express, Annie E. Casey, AT&T, Bank of America, Bill & Melinda Gates, Charles Stewart Mott, Ford, Gap, John S. and James L. Knight, Kresge, MasterCard, JPMorgan Chase, New Profit, Noyce, Open Society, Prudential, Saint-Gobain, Skoll, Starbucks, State Street, Walmart, and W. K. Kellogg. YouthBuild USA also receives innovative public grants and contracts for domestic and international YouthBuild programs from the Corporation for National and Community Service, Inter-American Development Bank, the Office of Juvenile Justice and Delinquency Prevention, USAID, US Department of Agriculture, US Department of Energy, US Department of State, and DOL.



Advocacy

YouthBuild USA Inc. sponsors the national YouthBuild Coalition, which is comprised of nearly 1,000 local and national organizations, and 7 state YouthBuild coalitions that advocate for public funding. YouthBuild USA contributes to the broader youth and community development fields in order to diminish poverty in the United States and worldwide. No public funds are used for advocacy.

Bipartisan majorities, led recently by Senator Kirsten Gillibrand (D-NY) and Representative John Lewis (D-GA), have supported YouthBuild through four administrations.

History

In 1978, Dorothy Stoneman, now CEO of YouthBuild USA Inc., asked neighborhood teens in East Harlem, New York, how they would like to improve their community. They answered, "We'd rebuild the houses. We'd take empty buildings back from the drug dealers and eliminate crime." Together they did a gut rehabilitation of a ten-unit apartment building; thereafter the program was replicated in five New York City communities with city funds.



In 1990, YouthBuild USA was founded to scale up YouthBuild as a proven social innovation to break the cycle of poverty. By 1992 the program had been replicated in 20 cities with private and local funds and was authorized in the federal budget within the US Department of Housing and Urban Development (HUD). In 2006, at the recommendation of the White House, Senators Mike Enzi (R-WY), Ted Kennedy (D-MA), and John Kerry (D-MA) led the transfer of YouthBuild from HUD to DOL.

Awards

The *New York Times* has called YouthBuild a "wellspring of human reclamation." YouthBuild USA was named one of America's 12 most impactful nonprofits in 2007 by researchers in the book *Forces for Good*. YouthBuild USA CEO Dorothy Stoneman was awarded a MacArthur Fellowship in 1996, the Independent Sector's John Gardner Leadership Award in 2000, and the Skoll Award for Social Entrepreneurship in 2007. ■

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING
THURSDAY, JANUARY 8, 2015
7:00 p.m.**

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

- David H. Smith) – Mayor Presiding
- Talmadge S. Baker)
- Clark R. Bell)
- Edward J. Burks)
- Linda H. Carter) – Council Members Present
- Michael W. Hunter)
- Walker B. Moffitt)
- Charles W. Swiers)

- John N. Ogburn, III, City Manager
- D. Jason Cheek, Police Lieutenant
- Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
- Jason A. Hanson, Police Lieutenant
- Leigh Anna Johnson, Public Information Officer
- Michael L. Leonard, P.E., City Engineer
- Arthur L. Milligan, Master Police Officer
- Ralph W. Norton, Chief of Police
- Trevor L. Nuttall, Community Development Director
- Deborah P. Reaves, Finance Director
- Michael D. Rhoney, P.E., Water Resources Director
- James O. Smith, Police Major
- Jeffrey C. Sugg, City Attorney
- E. Todd Swaney, Police Captain
- Jody P. Williams, Assistant Chief of Police

1. Call to order.

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

2. Moment of silent prayer and pledge of allegiance.

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

3. Update on the following zoning cases for which notices of withdrawal have been received from the applicants:

- (a) **Zoning Case RZ-14-08: An application to rezone property located at 217 N.C. Highway 49 South from B2 (General Commercial) to I1 (Light Industrial).**

Mr. Nuttall reported to the Council that the above-referenced case has been withdrawn by the Applicant.

- (b) **Zoning Case RZ-14-14: An application to rezone property located at 520 Greensboro Street from R7.5 (Medium-Density Residential) and RA-6 (High-Density Residential) to CU-O&I (Conditional Use Office and Institutional)**

Mr. Nuttall reported that the above-referenced case has been withdrawn by the Applicant.

4. The city’s fiscal year-end audit report.

The City Council received from Mr. Steve Hackett, CPA the audit report for the fiscal year that ended June 30, 2014. During his presentation, Mr. Hackett reported that the city received what is commonly referred to as a “clean audit” (currently also referred to as an “unmodified audit”) that reflects an unqualified acceptance of the City’s financial statements. A copy of the written report submitted by Mr. Hackett is on file in the City Clerk’s office along with a copy of the City’s comprehensive Annual Financial Report.

5. Recognition of Master Police Officer Arthur Milligan as the Asheboro Police Department's Officer of the Year for 2014.

Chief Norton explained the process of selecting the Asheboro Police Department's Officer of the Year in that officers are nominated by the supervisors in each individual unit based on his/her merit and service throughout the year. The command staff reviews the nominations and votes for one officer.

Chief Norton recognized Master Police Officer Arthur Milligan as the Asheboro Police Department's Officer of the Year for 2014 and presented him with a plaque. Officer Milligan has been involved in coordinating "Booze and Lose It" campaigns and training young police recruits.

Mayor Smith congratulated Officer Milligan on his achievement.

6. Presentation by Eastside Improvement Association.

Dr. Danni Gladden-Green spoke on behalf of the Eastside Improvement Association and utilized a visual presentation in order to highlight the association's challenges and progress over the past few years. Since a notice of foreclosure was received due to the default of the loan used to pay for renovations of Central Gym, the Eastside Improvement Association's Board of Directors has made efforts to preserve the property. The Association held a "Save the Buildings" campaign and raised approximately \$33,000 of the remaining debt of \$82,940.99.

In order to secure the long-term future of this community asset, the association will continue to work with community partners to create a sustainable path forward with tenants such as a daycare, the Boys and Girls Club, and a police substation.

7. Consent agenda.

Upon motion by Mr. Bell and seconded by Mr. Baker, Council voted unanimously to approve/adopt the following consent agenda items.

- (a) **The minutes of the City Council's regular meeting on December 4, 2014.**
- (b) **Acknowledgement of the receipt of the Asheboro ABC Board's minutes of the meeting on December 1, 2014.**

[A copy of the above-referenced minutes from the Asheboro ABC Board is on file in the City Clerk's office.]

- (c) **A resolution awarding a service side arm to a retiring officer of the Asheboro Police Department.**

RESOLUTION NUMBER 01 RES 1-15

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

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

WHEREAS, after rendering honorable and valuable service to the City of Asheboro and its citizens since the date of his initial employment with the Asheboro Police Department on May 19, 1986, effective March 1, 2015, Master Police Sergeant David Ray Kennedy will begin his retirement from employment with the City of Asheboro; 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 Kennedy for his dedicated service to the city by awarding to him, at a minimal monetary cost, the service side arm issued to the officer at the time of his retirement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that, effective March 1, 2015, in consideration of the combination of his dedicated service to the City of Asheboro and the payment to the City of Asheboro of one dollar (\$1.00), David Ray Kennedy, upon a determination by the Chief of Police that Mr. Kennedy is not ineligible to own, possess, or receive a firearm under the provisions of federal or North Carolina law, is to be awarded ownership of his city-issued service side arm (a Glock 23 Generation 4 with serial no. SFS984 and three magazines).

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on the 8th day of January, 2015.

Mr. H.R. Gallimore was available to answer questions, and no one spoke in opposition to the requested rezoning. There being no further comments, Mayor Smith transitioned to the deliberative phase of the hearing.

Upon motion by Mr. Bell and seconded by Mr. Moffitt, Council voted unanimously to adopt the recommendation/analysis of the Community Development Division staff and the Planning Board and approved the requested rezoning as well as adopting the following consistency statement that was initially proposed in the staff report:

After considering the above factors (the excerpt from the staff report that is quoted above), the OA6 designation is in the public interest by allowing a reasonable use of the property and ensuring consistency with the LDP.

(b) Zoning Case SUP-15-01: A quasi-judicial hearing concerning a requested Special Use Permit authorizing a Small Child Day Care Center located at 1016 South Cox Street.

Mayor Smith opened the public hearing on the above-stated request.

Mr. Nuttall was placed under oath and presented the Community Development Division staff's analysis of the Applicant's request that included a properly submitted site plan. This request pertains to approximately 25,551 square feet of land owned by Charles S. and Sherry Johnson that is located at 1016 and 1022 South Cox Street. Randolph County Parcel Identification Number 7750875799 more specifically identifies the property.

The Applicant, Ms. Sheila Robbins, is seeking a SUP authorizing a small child day care center at 1016 South Cox Street which is currently an unoccupied single-family residential dwelling. A small child day care center is characterized as being for approximately 13-29 children and requires a Special Use Permit when it is located in an OA-6 (Office-Apartment) District. The property is also currently being used for personal services (i.e. hair salon) which is permitted by right in the OA-6 District.

The property has frontage on South Cox Street, which is a state-maintained minor thoroughfare, and Oakdale Street, which is a city-maintained street. The proposed site plan indicates a one-way entrance from South Cox Street and a one-way exit onto Oakdale Street. There is reciprocal parking between the proposed use at 1016 South Cox Street and the existing hair salon at 1022 South Cox Street.

The property is located within the Center City Planning Area, Tier 3. As noted on the submitted site plan, an alternate buffer is proposed on the southeastern property boundary. The Asheboro Zoning Ordinance permits staff review and approval of alternate buffering and the use of existing vegetation to meet buffering requirements. Staff has reviewed alternative buffering as shown in the site plan and it is in conformity with the Zoning Ordinance.

Ms. Sheila Robbins and Ms. Heather Grant were placed under oath and addressed the four standard tests. No witnesses came forward in opposition to the Applicant's request for the issuance of the Special Use Permit. There being no comments and no opposition from the public, Mayor Smith transitioned to the deliberative phase of the public hearing.

Upon motion by Mr. Bell and seconded by Ms. Carter, Council found that the proposed use satisfied the four tests for a permit, and the Council Members voted unanimously to approve, with the staff recommended conditions, the requested Special Use Permit.

The formal findings of fact, conclusions of law, and order authorizing the Special Use Permit will be entered by the Council during regular session on February 5, 2015. This order will reflect the conditions imposed upon this permit as a consequence of the testimony presented during the public hearing.

(c) Report on staff's intent to apply for \$50,000 from the North Carolina Housing Finance Agency through its 2015 Urgent Repair Program to assist low-income homeowners with critical home repairs that will ensure the safety of the dwelling.

Utilizing a visual presentation, Mr. Nuttall highlighted that the Community Development Division intends to request \$50,000 in funding from the North Carolina Housing Finance Agency through its 2015 Urgent Repair Program. The goal of the program is to assist low-income homeowners (i.e. the elderly, disabled, single-parent, large households) improve their housing conditions. Randolph County is designated as 1 of 4 counties underserved by the past cycles of the program.

In order to qualify for funding, approximately 50% of assisted households must have incomes below 30% of the area's median income. No funds may be awarded to households exceeding 50% of the area's median income. City staff intends to request funding and proposes to offer a match of up to

10% of funds received towards hard costs. The submission deadline is January 26, 2015, and awards will be announced in Spring 2015.

Council Members felt this program would benefit the citizens of Asheboro. With a general consensus of support from the Council Members, Mr. Nuttall and the Community Development Division will apply for funding from the North Carolina Housing Finance Agency.

- (d) **Announcement of a public workshop related to the update of the Asheboro 2020 Land Development Plan's map components at the Randolph County-Asheboro Public Library Meeting Room on Tuesday, January 27, 2015 from 4:30 p.m. until 6:30 p.m.**

Mr. Nuttall announced that there will be a public workshop on January 27, 2015 at the Randolph County-Asheboro Public Library in the meeting room. The workshop will focus on the updating of the Asheboro 2020 Land Development Plan's map components.

9. Engineering Department items:

- (a) **Consideration of permanently closing the section of public right-of-way formerly known as "Old Hammer Road" located on the western side of Shamrock Road, approximately 130 feet south of the intersection of Shamrock Road and Stowe Avenue.**

- (i) **Public hearing**

- Mayor Smith opened the public hearing on the proposed permanent closure of the section of the public right-of-way formerly known as "Old Hammer Road" located on the western side of Shamrock Road, approximately 130 feet south of the intersection of Shamrock Road and Stowe Avenue.

- There being no comments and no opposition from the public, Mayor Smith moved to the deliberative phase of the public hearing.

- (ii) **Order of closing**

- Mr. Leonard presented and recommended adoption, by reference, of an ordinance/order to permanently close a section of the public right-of-way formerly known as "Old Hammer Road."

- Upon motion by Mr. Burks and seconded by Mr. Baker, Council voted unanimously to adopt the following ordinance/order by reference.

CITY OF ASHEBORO STREET CLOSURE ORDINANCE NO. 01 ORD 1-15

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

**IN RE THE PERMANENT CLOSURE OF
A SECTION OF AN UNOPENED STREET
LABELED AS OLD HAMMER ROAD**

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ORDER

WHEREAS, pursuant to the provisions of Section 160A-299 of the North Carolina General Statutes, the City Council of the City of Asheboro adopted on the 6th day of November, 2014, during a regular meeting, a Resolution (Resolution Number 40 RES 11-14) declaring the intent of the city council to permanently close approximately 0.1891 of an acre (8,236 square feet) of unopened street right-of-way, which has never been accepted or maintained by the city, but is labeled as street right-of-way for Old Hammer Road on a plat recorded in the office of the Randolph County Register of Deeds in the following location: Plat Book 8, Page 43; and

WHEREAS, Resolution Number 40 RES 11-14 properly called for a public hearing to be held on the question of whether the proposed permanent street closure would be detrimental to the public interest or the property rights of any individual, and, furthermore, the said Resolution of Intent called for the public hearing to be held during the regular council meeting scheduled to begin at 7:00 o'clock p.m. on the 8th day

of January, 2015, in the Asheboro City Hall Council Chamber at 146 North Church Street, Asheboro, North Carolina 27203; and

WHEREAS, pursuant to Section 160A-299 of the North Carolina General Statutes, the said Resolution of Intent was published in *The Courier-Tribune*, a newspaper with general circulation in the City of Asheboro, Randolph County, North Carolina, once a week for four successive weeks prior to the above-referenced public hearing (this notice was published on December 11, 2014; December 18, 2014; December 25, 2014; and January 1, 2015); and

WHEREAS, a copy of the said Resolution of Intent was sent by certified mail, return receipt requested, to all of the owners, as determined by reviewing the county tax records, of property adjoining the section of unopened street known as Old Hammer Road, the said property owners are more particularly identified as follows:

1. David Carter and Linda Carter;
2. Mary K. Lemons;
3. Truc T. Nguyen;
4. Thomas S. Such and Bernadette S. Such;
5. Jerry M. Ward and Christopher W. Ward; and

WHEREAS, notice of the city council's intention to permanently close the unopened section of platted street right-of-way for Old Hammer Road, including the call for a public hearing on the question of the proposed permanent street closure, was prominently posted in two locations along the said section of unopened street right-of-way; and

WHEREAS, after holding the public hearing called by the adopted Resolution Number 40 RES 11-14, the City Council of the City of Asheboro has concluded that the permanent closure of the unopened section of platted street right-of-way for Old Hammer Road described below is not contrary to the public interest and that no individual owning property in the vicinity of the platted and unopened section of street right-of-way proposed for permanent closure would thereby be deprived of reasonable means of ingress and egress to his or her property;

NOW, THEREFORE, BE IT ORDAINED AND ORDERED by the City Council of the City of Asheboro, North Carolina as follows:

Section 1. The approximately 0.1891 of an acre (8,236 square feet) of platted and unopened street right-of-way labeled as Old Hammer Road that is described below is hereby permanently closed. The permanently closed section of platted right-of-way for Old Hammer Road is located within the corporate limits of the City of Asheboro and is more particularly described by metes and bounds as follows:

Asheboro Township, Randolph County, North Carolina:

BEGINNING at a ½" new iron rod set flush with the ground in the western margin of the public right-of-way for Shamrock Road, this ½" new iron rod is located the following courses and distances from the centerline intersection of Shamrock Road and Stowe Avenue: North 07 degrees 10 minutes 29 seconds West 1.34 feet from the said ½" new iron rod to a computed point on the western margin of the public right-of-way for Shamrock Road; thence departing from the western margin of the public right-of-way for Shamrock Road and proceeding North 04 degrees 22 minutes 35 seconds East 104.79 feet to the centerline intersection of Shamrock Road and Stowe Avenue; thence from the said beginning point along the western margin of the public right-of-way for Shamrock Road the following courses and distances: South 07 degrees 10 minutes 29 seconds East 20.63 feet to a computed point; thence South 07 degrees 10 minutes 29 seconds East 20.63 feet to a ½" new iron rod set flush with the ground; thence departing from the western margin of the public right-of-way for Shamrock Road and following the southern margin of the 40-foot right-of-way shown for the unopened Old Hammer Road on a plat of survey recorded in Plat Book 8, Page 43, Randolph County Registry by proceeding in accordance with the following courses and distances across the property of Jerry M. Ward (the Ward property that is located to the north and south of the unopened Old Hammer Road is described in the Office of the Randolph County Register of Deeds in Deed Book 549, Page 228; Deed Book 573, Page 21; and Deed Book 585, Page 324): South 68 degrees 34 minutes 42 seconds West 69.26 feet to a computed point; thence continuing in a southwesterly direction along the southern margin of the platted right-of-way for the unopened Old Hammer Road by following the arc of a curve with a radius of 248.68 feet and an arc length of 104.41 feet a chord bearing and distance of South 56 degrees 55 minutes 32 seconds West 103.64 feet to a computed point; thence South 86 degrees 23 minutes 09 seconds West 30.91 feet within the above-described Jerry M. Ward property and along the southern terminus of the unopened Old Hammer Road to a ½" new iron rod that is 6" above the ground at the northeast corner of the Mary K. Lemons property described in Deed Book 1569, Page 1216, Randolph County Registry; thence continuing along the southern terminus of Old Hammer Road and the Lemons property line South 86 degrees 10 minutes 37 seconds West 24.71 feet to a ½" new iron rod that is 6" above the ground at the

southwest corner of the platted right-of-way for Old Hammer Avenue; thence departing from the southern terminus of the platted right-of-way and following the northern margin of the unopened street along the Thomas S. and Bernadette Such property described in Deed Book 1389, Page 833, Randolph County Registry North 52 degrees 49 minutes 15 seconds East 3.66 feet to a ½" new iron rod that is 6" above the ground on the boundary line between the Such and Ward properties; thence continuing within the Ward property along the northern margin of the platted right-of-way for Old Hammer Road in a northeasterly direction by following the arc of a curve with a radius of 288.68 feet and an arc length of 160.37 feet a chord bearing and distance of North 52 degrees 49 minutes 15 seconds East 158.32 feet to a computed point; thence North 68 degrees 34 minutes 42 seconds East 78.02 feet along the northern margin of the platted right-of-way to the point and place of the BEGINNING, and being all of that certain 0.1891 of an acre (8,236 square feet) of land, more or less, encompassed by the preceding metes and bounds description, specifically including the entirety of the platted right-of-way for the above-described section of the unopened Old Hammer Road. The right-of-way to be permanently closed is shown on the plat of survey referenced below.

The preceding description is in accordance with a plat of survey drawn under the supervision of Glenn Lee Brown, a Professional Land Surveyor with registration number L-3663. The said plat, which is identified as job no. G14060P and is dated September 18, 2014, is titled "ROAD CLOSURE PLAT PREPARED FOR CITY OF ASHEBORO OLD HAMMER ROAD." The plat of survey identified in the two (2) immediately preceding sentences is hereby incorporated into this Ordinance by reference as if copied fully herein.

Section 2. This ordinance shall take effect and be in force from and after the date of its adoption.

Section 3. Any person aggrieved by the permanent closure of the above-described section of right-of-way labeled as Old Hammer Road may appeal the adoption of this Ordinance and Order to the General Court of Justice of Randolph County, North Carolina within 30 days after the adoption of the Ordinance and Order.

Section 4. In the event there is no appeal within 30 days after the adoption of this Ordinance and Order, a certified copy of this Ordinance and Order shall be filed in the office of the Randolph County Register of Deeds as provided by law.

This Ordinance and Order was approved by the Asheboro City Council in open session during a regular meeting held on the 8th day of January, 2015.

CITY SEAL

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

ATTEST:

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

- (b) Consideration of authorizing the City Manager to enter into a Terminal Building Concept/Preliminary Design Phase Services Agreement between the City of Asheboro and W.K. Dickson & Co., totaling \$49,665.00, and to use Federal Non-Primary Entitlement Funds at a ratio of 90% federal and 10% local match. Work will be in accordance with the contract for professional services dated July 14, 2011.**

Mr. Leonard recommended that the city enter into a Terminal Building Concept/Preliminary Design Phase Services Agreement between the City of Asheboro and W.K. Dickson & Co. totaling \$49,665.00, and to use Federal Non-Primary Entitlement Funds at a ratio of 90% federal and 10% local match for professional services. This work authorization includes conceptual/design phase services for a new terminal building at the Asheboro Regional Airport.

Upon motion by Mr. Baker and seconded by Mr. Swiers, Council voted unanimously to authorize the city manager to enter into the above-referenced agreement.

A copy of the agreement is on file in the City Clerk's office.

10. Public comment period

Mayor Smith opened the floor for comments from the public.

There being no comments from the public, Mayor Smith closed the public comment period.

11. Vehicle Bids:

Ms. Reaves presented a bid summary for new vehicles to be purchased by the water/wastewater maintenance departments and the water quality department. A copy of the bid summary is on file in the City Clerk's office.

After receiving the bids, Ms. Reaves recommended the following purchases be made off of the state contract:

- (a) A 2015 Silverado 1500 from Sir Walter Chevrolet for the Water Maintenance/Wastewater Maintenance Department at the price of \$26,918.
- (b) A 2015 Ford F250 from Capital Ford for the Water Maintenance Department at the price of \$35,342.
- (c) A 2015 Equinox AWD from Sir Walter Chevrolet for the Water Quality Department at the price of \$20,500.

Upon motion by Mr. Burks and seconded by Ms. Carter, Council unanimously accepted the above-referenced bid summary and authorized the purchase of the recommended vehicles.

12. Wastewater Treatment Plant Operations Items:

(a) Consideration of a change order (Change Order No. 2) for the Wastewater Treatment Plant Digester Gas-Holder Cover and Mixing System Project.

Mr. Rhoney presented Change Order No. 2 for the Wastewater Treatment Plant Digester Gas-Holder Cover and Mixing System Project. This change order will add an access platform to the mixer assembly in order to facilitate operator access for maintenance. The contract price will be increased by \$17,918.14 for a new contract price of \$841,299.16.

Upon motion by Mr. Bell and seconded by Ms. Carter, Council voted unanimously to adopt Change Order No. 2 for the Wastewater Treatment Plant Digester Gas Holder Cover and Mixing System project.

A copy of the change order is on file in the City Clerk's office.

(b) Consideration of a resolution authorizing the city to enter into a biosolids management agreement with EMA Resources, Inc.

Mr. Rhoney presented and recommended adoption, by reference, of the aforementioned resolution.

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

RESOLUTION NUMBER 02 RES 1-15

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION APPROVING THE ENTRY OF THE CITY INTO A BIOSOLIDS MANAGEMENT AGREEMENT WITH EMA RESOURCES, INC.

WHEREAS, the city owns and operates a wastewater treatment plant located at 1032 Bonkemeyer Drive, Asheboro, North Carolina 27203; and

WHEREAS, the city is currently seeking a contractor to provide professional, full biosolids management services that specifically include taking primary responsibility for Class B biosolids management activities; and

WHEREAS, after reviewing the responses to a request for proposals to provide biosolids management services, the city's water resources director, with the approval of the city manager, has concluded that it is in the best interest of the city to select the proposal submitted by EMA Resources, Inc. as the basis for negotiating the city's next contract for the management of biosolids; and

WHEREAS, city staff members and authorized representatives of EMA Resources, Inc. have tentatively agreed upon the terms and conditions of a biosolids management agreement between the

parties (this proposed agreement with EMA Resources, Inc. shall be hereinafter referred to as the "Contract"); and

WHEREAS, the Contract is attached hereto as EXHIBIT 1 and is hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, the Asheboro City Council concurs with the recommendation received from the city manager and the water resources director to enter into the Contract attached to this Resolution as EXHIBIT 1;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that the attached Contract is hereby approved; and

BE IT FURTHER RESOLVED that the city manager and all other necessary city officials are hereby authorized to execute duplicate originals of the said Contract with EMA Resources, Inc.

This resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 8th day of January, 2015.

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

ATTEST:

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

EXHIBIT 1

STATE OF NORTH CAROLINA

**BIOSOLIDS MANAGEMENT
AGREEMENT**

COUNTY OF RANDOLPH

THIS BIOSOLIDS MANAGEMENT AGREEMENT (the "Agreement") is entered into as of this ____ day of January, 2015, by and between the **City of Asheboro, North Carolina**, a North Carolina municipal corporation (the "City"), and **EMA Resources, Inc.**, a North Carolina corporation ("EMA").

RECITALS

WHEREAS, the City owns and operates one (1) wastewater treatment plant located in Randolph County, North Carolina at 1032 Bonkemeyer Drive, Asheboro, North Carolina 27203; and

WHEREAS, the City is seeking a contractor that can provide professional, full biosolids management services that specifically include taking primary responsibility for Class B biosolids management activities; and

WHEREAS, EMA and the City have mutually agreed that EMA will provide the requested professional services upon the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

ARTICLE 1. BIOSOLIDS MANAGEMENT PROGRAM

1.01 Throughout this Agreement, the term "biosolids" will be used to refer to all wastewater solids that are processed to meet the standards and requirements defined in 40 CFR 503 for the beneficial reuse of wastewater solids. The City produces a Class B biosolids product at its wastewater treatment plant. The purpose of this Agreement is to beneficially reuse all of the Class B biosolids produced at the City's wastewater treatment plant (the "WWTP").

1.02 The Class B biosolids produced at the WWTP are a cake of approximately 18% to 25% total solids.

1.03 The WWTP is subject to redesign, expansion, repairs, and changes in operation. The City has the right, throughout the initial term of this Agreement and throughout any and all extension terms, if any, to modify the operations at the WWTP, specifically including by way of illustration and without limitation the solids processing and handling systems.

ARTICLE 2. TERM OF THE AGREEMENT

2.01 Unless earlier terminated pursuant to Article 6 of this Agreement, the term of this Agreement shall commence at 12:01 a.m. Eastern Standard Time on February 1, 2015, and shall remain in full force until 11:59 p.m. Eastern Standard Time on January 31, 2017.

2.02 The parties shall have the right to extend this Agreement for a total of no more than three (3) consecutive one-year extension terms upon the mutual written agreement of both of the parties. Any such extension term(s) shall be upon the same terms and conditions set out in this Agreement.

2.03 Either party may elect to allow this Agreement to expire by not agreeing to an extension term. Such an election may be made by either party, with or without cause, so long as such decision is communicated to the other party in writing no less than ninety (90) days in advance of the expiration date of the then current term, whether that term is the initial term or an extension term, of the Agreement.

ARTICLE 3. COMPENSATION AUTHORIZED UNDER THIS AGREEMENT

3.01 Subject to the City’s right in the event of a breach of contract to deduct or holdback payments in accordance with Article 6 of this Agreement, the amount of consideration, whether labeled as compensation, expenses, reimbursements, surcharges, or fees of any type or kind, paid by the City to EMA for the services provided to the City during any and all terms of this Agreement shall be controlled exclusively by the provisions contained within this Article (Article 3) of the Agreement. No sum of money can be paid by the City to EMA unless such payment is explicitly authorized by this Article. Except as explicitly provided within Article 3, no prices stated herein may be adjusted during the course of the initial term or any extension term of this Agreement.

3.02 The compensation to EMA for performing the requisite permitting services and for the application of Class B biosolids and lime is as follows:

Land Application of Class B Biosolids	=	\$17.95/Cubic Yard
Ag Lime Application (including soil analysis)	=	\$59.00/Acre
Permitting	=	\$17.00/Acre

3.03 Beginning in calendar year 2016, the compensation rate prescribed above in Section 3.02 may be adjusted on an annual basis in accordance with the Consumer Price Index - All Urban Consumers (South Region, All Items, Not Seasonally Adjusted) as published by the U. S. Department of Labor, Bureau of Labor Statistics with an index base period of 1982-84 = 100. Such a price adjustment shall become effective on the 1st day of July of the year in which the following calculation is made. On such an adjustment date, the then current prices may be increased by a percentage equal to the percent change, if any, in the above-referenced index during the twelve (12) month period preceding February the 1st of the calendar year in which the adjustment is to be made. If the Consumer Price Index (hereinafter referred to as the “CPI”) ceases to use as the basis of calculation the standard of 1982-84 = 100, or if a change is made in the items contained in the CPI, or if the CPI is altered, modified, converted, or revised in any other manner, then the foregoing computations shall be made with the use of such conversion factor, formula, or table for converting the CPI as may be published by the Bureau of Labor Statistics. If the Bureau of Labor Statistics does not publish such conversion information, then the foregoing computations shall be made with the use of a conversion factor that adjusts the modified CPI to the figure that would have been calculated had the manner of computing the CPI not been altered.

3.04 A fuel surcharge per load of biosolids transported, both positive and negative, when outside the range of \$3.51- \$4.25 per gallon is authorized by this Agreement. Average diesel fuel price will be the monthly average price for Diesel (On-Highway) -All Types – Central Atlantic (PABB 1B) as reported by the US Energy Information Administration.

Fuel Surcharge per Trip								
One Way Distance	Average Diesel Fuel Price							
	(Miles)	Less than \$3.00	\$3.01-\$3.25	\$3.26 - \$3.50	\$3.51 - \$4.25	\$4.26 - \$4.50	\$ 4.51 - \$4.75	\$4.76 - 5.00
0-10	-\$3.00	-\$2.00	-\$1.00	\$0	\$1.00	\$2.00	\$3.00	\$4.00
10.1-20	-\$6.00	-\$4.00	-\$2.00	\$0	\$2.00	\$4.00	\$6.00	\$8.00
20.1-30	-\$9.00	-\$6.00	-\$3.00	\$0	\$3.00	\$6.00	\$9.00	\$12.00
30.1-40	-\$12.00	-\$8.00	-\$4.00	\$0	\$4.00	\$8.00	\$12.00	\$16.00
40+	-\$15.00	-\$10.00	-\$5.00	\$0	\$ 5.00	\$10.00	\$15.00	\$20.00

3.05 EMA shall send the City, on a monthly basis, an invoice for the fees calculated and owed pursuant to this Agreement. Subject to the provisions of Article 6 of this Agreement, the City shall pay EMA the full amount within twenty (20) calendar days of receipt of the invoice. Unpaid invoices that are not subject to deductions and/or holdbacks in accordance with the said Article 6 shall carry interest at the lesser of (i) of

one and one-half percent (1.5%) per month, or (ii) the maximum amount permitted under applicable law.

ARTICLE 4. SERVICES TO BE PERFORMED BY EMA

4.01 Except for the specific responsibilities assigned to the City and detailed in Article 5 of this Agreement, EMA shall furnish all permits, labor, materials, and equipment necessary to lawfully remove, transport, and beneficially reuse/dispose of all Class B biosolids produced at the WWTP. Limited authorization is hereby provided for EMA to utilize subcontractors for the sole and exclusive purpose of executing transportation and application event operations. Management functions, specifically including without limitation site management of residuals application, may not be delegated to a subcontractor.

4.02 EMA will conduct short and long term planning efforts in conjunction with the City to ensure that there will be reliable methods and resources available for biosolids and residuals management. The City's intent is to have a professionally managed residuals reuse program which will employ state of the art methods, equipment, and systems. The services to be performed by EMA include monitoring and evaluating local, state, and federal rules and policy changes; assisting the City in improving the quality of its products and reuse program; and utilizing creative means for the implementation of a sustainable high quality, cost effective management program for all of the City's Class B biosolids and thereby enhance the public acceptance of the City's biosolids management program. EMA's planning, administration, and performance of the services to be provided pursuant to this Agreement shall be undertaken with these goals in mind.

4.03 EMA will provide and maintain the requisite land application permit, maps, and operations and maintenance plan, which may incorporate to the extent lawfully feasible the existing permit, maps, and plan. This plan will include a copy of the Residuals Land Application Program Form, Site Deletion Sheet, Land Application Site Certifications, County Manager Notification Cover Letters and Attachment forms, Residuals Source Facility Summary, Site Location Maps, Site Specific Information (by Application Site), Soil Scientist and Agronomist Reports, the Operations and Maintenance Plan, and EMA's Spill Response Plan.

4.04 EMA must strictly comply with the standard operating and safety procedures used at the City's WWTP. The City will provide EMA with annual training and updates of such procedures. EMA is responsible under this Agreement for ensuring that all of its employees and contractors attend such training and are provided with procedural updates and revisions as communicated by the City to EMA.

4.05 EMA understands and acknowledges that the City does not own the land needed to fulfill the services required by this Agreement. This Agreement is a requirements contract under which EMA agrees, without reservation or limitation of any kind other than the explicit terms and conditions of this Agreement, to meet all of the City's service requirements for the removal, transport, and lawful application to land permitted to the City of all of the Class B biosolids produced at the City's WWTP. Accordingly, EMA is responsible for locating all of the land necessary to apply the entirety of the quantities of Class B biosolids produced at the City's WWTP. EMA will be responsible for lawfully obtaining the requisite permits for the land needed for Class B biosolids applications, and EMA will be responsible for renewing all of the permits necessary for the land application of the Class B biosolids produced at the WWTP. Furthermore, EMA will provide to the City copies of the vicinity, soil, aerial, application area, and topography maps of land that will be permitted as part of the performance of this Agreement by EMA. All land utilized to perform the land applications required by this Agreement shall be permitted to the City, and EMA shall notify the City before contacting the North Carolina Department of Environment and Natural Resources ("NCDENR") and/or the United States Environmental Protection Agency ("EPA") concerning a land application permit or permit application.

4.06 EMA is responsible for securing, maintaining, and insuring the necessary equipment for the loading, transport, and application of the City's biosolids in a timely and expedient manner. The City is not responsible for downtime of biosolids loading equipment, and such equipment downtime does not excuse performance under this Agreement. EMA has the obligation to familiarize itself, its employees, and its contractors with the City's facilities and equipment in order to perform in a timely manner the services to be rendered under this Agreement.

4.07 EMA shall provide to the City a detailed equipment list to include the number and type of units that will be utilized to perform the services required by this Agreement. At a minimum, the equipment needed to perform the contracted services and, therefore, included in the said equipment list, is as follows:

- (a) All of the equipment necessary to load trailers from covered and uncovered storage on a concrete pad at the WWTP.
- (b) United States Department of Transportation and North Carolina Department of Transportation (collectively referred to as "DOT") approved dump trailers capable of safely transporting biosolids cake of 18% - 25% total solids.
- (c) All of the road tractors needed to safely and efficiently transport the above-referenced trailers.
- (d) All of the equipment necessary to properly apply the entirety of the City's Class B biosolids, specifically including without limitation biosolids cake at proper application rates as approved by NCDENR and/or the EPA.
- (e) Land application equipment that minimizes soil compaction and/or damage to the land application sites.

4.08 EMA shall ensure that all equipment utilized to perform the services required by this Agreement is operated lawfully, safely, and in compliance with the City's safety policies and procedures in addition to complying with all applicable DOT and Occupational Safety and Health Administration ("OSHA") regulations.

4.09 All trailers will be numbered, and the identifying number for each trailer will be noted on the daily trip tickets.

4.10 Any and all road tractors as well as the trailers pulled by the road tractors shall be marked with all required DOT placards, as well as the contractor's name and contractor's telephone number.

4.11 All road tractors and their trailers must be equipped with mud flaps. All trailers must be equipped with covers that are used without fail to properly secure the load hauled with the trailer.

4.12 EMA is responsible for ensuring all DOT weight requirements are met. The City has the right to weigh and/or inspect any and all transport vehicles (inclusive of the road tractors and trailers) to verify at any time that such transport equipment is filled to its proper volume and is lawfully operated. Any failure by the City to detect noncompliance with the applicable laws does not relieve EMA of its ultimate and final responsibility to ensure that the services provided under this Agreement are performed in a safe and lawful manner.

4.13 All equipment shall be clean and provide a positive public image at all times. Good housekeeping, efficient performance, and safety are priorities of the City.

4.14 All equipment used to perform the services required by this Agreement shall be equipped and maintained to prevent leakage, spillage, and/or overflow.

4.15 EMA shall comply with the following specific operational requirements for the removal, transport, and land application of the City's Class B biosolids:

- (a) All removal, transport, and application of biosolids shall occur during the WWTP's normal business hours of 7:00 AM to 5:00 PM, Monday through Friday. In general, and in the absence of prior permission or directive from authorized City personnel, no transport or application of biosolids shall occur on Saturdays, Sundays, or legal holidays recognized by the City or outside of the City's normal business hours. Under exceptional circumstances, the removal, transport, and application of biosolids may be required on Saturdays, Sundays, and holidays, but such events shall occur only with prior permission or directive from the City.
- (b) A removal, transport, and application schedule shall be coordinated with the City by means of submitting advance notice to the WWTP manager at least one (1) week in advance of an event. A need to alter this schedule will be communicated immediately to the WWTP manager, and a reschedule date will be coordinated at this time. All schedule changes must be approved by the City.
- (c) EMA shall communicate with a designated representative of the WWTP to confirm daily activities and plans for the current application event. The City has the right to cancel, without penalty or contract cost of any kind, an application event at any time if concerns arise over application site conditions, changes in weather that will promote biosolids run-off, and/or public concerns.
- (d) All Class B biosolids removal, transport, and application events and activities must be scheduled so as to avoid any and all conflicts with WWTP facility operations and/or work schedules. In all cases, the operational needs of the WWTP will take precedence over biosolids removal, transport, and application schedules.

4.16 All field personnel, whether direct employees or contractors, utilized by EMA shall be knowledgeable of local, state, and federal site management requirements and practices for Class B biosolids. Accordingly, such field personnel will undergo a training class on application site management practices and receive continuing education in this area as rules and requirements change. All field managers are required under this Agreement to be licensed or certified Biosolids Operators.

4.17 The application of biosolids to any land not properly permitted or approved by NCDENR is strictly prohibited. EMA is responsible for ensuring that its operators know the boundaries of the application sites and the proper procedures and practices for the land application of biosolids. Accordingly, EMA shall ensure that buffer area markers are properly placed on the application sites along with all other necessary site notices for Class B biosolids application sites. EMA shall ensure that all work areas and field entry/exit roads remain clean and well-marked for traffic purposes. Application events will be conducted in a manner that strictly adheres to all WWTP permits issued by NCDENR.

4.18 Biosolids/residuals removed from the WWTP by EMA shall be documented on a daily trip ticket. The daily trip ticket will serve as a manifest for the transport and as necessary support documentation for the monthly invoice submitted to the City for payment. The City shall be provided with a copy of each daily trip ticket, and EMA will use its copies of the daily trip tickets to invoice the City for services rendered. During the transport of biosolids/residuals from the WWTP to the application/disposal site, the driver will

maintain in his or her possession at all times during such a transport the daily trip ticket that serves as the manifest for the transport performed by the driver. All trip tickets will contain the following information:

- (a) The generation site of the biosolids/residuals.
- (b) A description of the biosolids/residuals transported.
- (c) The amount in cubic yards of biosolids removed from the WWTP.
- (d) Road tractor and trailer, including their respective identifying numbers.
- (e) Driver's name and signature.
- (f) Location and/or land application site ID number where biosolids/residuals were applied or disposed.
- (g) Date and time of biosolids/residuals removal and application/disposal.
- (h) Name and Signature of Field Supervisor.

4.19 A summary report for each haul event summarizing the quantities of biosolids removed from the WWTP, the location where biosolids are applied/disposed, and the method of application/disposal shall be furnished to the WWTP according to permit requirements. The summary report may be emailed to the City.

4.20 In addition to the permitting and reporting requirements specified earlier in this Article (Article 4) of the Agreement, and in order to demonstrate the compliance of EMA's activities under this Agreement with local, state, and federal requirements, EMA shall develop and implement to the satisfaction of the City an appropriate monitoring, record keeping, and reporting program. As part of this reporting program, EMA will prepare the annual report in accordance with the schedule mandated by the land application permit.

4.21 EMA is responsible for determining and tracking proper application rates for Class B biosolids. EMA will provide all nutrient, metal, and pollutant sampling at the frequency specified by the permit. These results shall be used by EMA to calculate the appropriate application rates according to crop agronomic needs. EMA shall annually perform a toxicity characteristic leaching procedure (TCLP) with polychlorinated biphenyls (PCB's) and chlorinated hydrocarbons (RCl's), and the results shall be received prior to the first application event of the calendar year. EMA is responsible for all soil sampling required by the permit. All sampling activities, whether for biosolids or soils, will adhere to state sampling requirements.

4.22 A goal of the City's solids management program is to provide a quality Class B biosolids product at all times and to continuously seek methods of improving the quality of the City's biosolids and biosolids processes. EMA will provide assistance to the City in these efforts and will suggest ways of improving the efficiency of producing, processing, removing, transporting, and applying all Class B biosolids.

4.23 With regard to spill control and clean-up processes, EMA shall have the following responsibilities and duties under this Agreement:

- (a) EMA shall manage, contain, remove, and properly dispose of any spillage of biosolids and/or wastewater residuals that occurs on City property, roadways regardless of whether the roadway is public or private, or on land application sites during the removal, transport, application, and/or disposal of biosolids.
- (b) Upon the commencement of this Agreement, EMA shall initiate and implement a plan and procedures for spill control and clean-up. Such a plan and the accompanying procedures shall comply with all DOT, OSHA, NCDENR, and EPA regulations and guidelines. Additionally, the plan and procedures must comply with the WWTP's standard operating procedures as well as the safety procedures adopted by the WWTP. A copy of this plan and procedures will be inserted with the land application permit, the maps, and the operations and maintenance plans.
- (c) EMA shall immediately notify NCDENR and the City once a spill has occurred. A written report describing the nature of the spill; the quantity of biosolids spilled; the actions taken to manage, contain, remove, and clean-up the spill; the environmental impact of the spill; and an identification of the preventative steps that will be taken in the future to avoid any additional spills shall be submitted to the City within 24 hours of the spill.
- (d) EMA shall pay for all expenses incurred as a consequence of a spill occurring during the performance by EMA and/or its contractors of the following services pursuant to this Agreement: the removal, transport, unloading, land application, and/or disposal of biosolids and/or wastewater residuals from the WWTP. This contractual obligation on the part of EMA is inclusive of EMA's obligation to pay all expenses related to or in any way arising out of managing, containing, cleaning-up, removing, conducting environmental testing, undertaking remediation measures, and disposal costs at a licensed site, if necessary, that may occur as a consequence of a spill.

4.24 Upon the expiration or termination of this Agreement, EMA shall supply the City with copies of all records or documents generated in connection with the performance of this Agreement.

4.25 Prior to the effective date and time of the expiration or termination of this Agreement, EMA shall remove all of its equipment and clean-up in accordance with generally accepted industry standards any and all work areas disturbed by EMA's personnel and/or contractors.

4.26 EMA shall procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of its business throughout the initial term and any extension terms of this Agreement. EMA shall keep itself fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and shall comply with the same.

ARTICLE 5. TASKS AND FUNCTIONS TO BE PERFORMED BY THE CITY

5.01 Aside from the compensation to be paid in accordance with Articles 3 and 6 of this Agreement and the provision of City safety program information and updates in accordance with Article 4 of this Agreement, the tasks and functions to be performed by the City under this Agreement are as follows:

- (a) The City will operate all solids processing units of the WWTP, specifically including thickeners, digesters, and belt filter press.
- (b) The City will ensure that all Class B biosolids to be beneficially reused meet product quality specifications before removal, transport, and application.
- (c) The City will arrange for all laboratory analyses of WWTP biosolids necessary for daily operation.
- (d) The City will be responsible for sampling all of the biosolids generated from the WWTP prior to the biosolids removal and reuse for vector attraction and pathogen reduction requirements. This information will be reported on a Pathogen and Vector Attraction Reduction Report (PVAR).
- (e) All Class B biosolids generated at the WWTP shall meet EPA and NCDENR 503 Metal, Pathogen, and Vector requirements for beneficial reuse.
- (f) The City will maintain all of the WWTP biosolids and storage facilities.
- (g) The City will perform periodic inspections of the removal, transport, and application of Class B biosolids by EMA.

5.02 In order for EMA to address the removal of excessive biosolids volumes in the most efficient manner, the City will notify EMA when the total biosolids storage level reaches the 40% - 50% mark.

ARTICLE 6. RIGHTS OF TERMINATION AND REMEDIES IN THE EVENT OF A BREACH OF THE AGREEMENT

6.01 Either party hereto may terminate this Agreement upon any breach or default of any covenant or agreement of the other party hereto set forth in this Agreement upon thirty (30) days written notice and such breach or default remaining uncured at the end of such thirty (30) day period, unless such breach or default can be cured and the other party is undertaking reasonable, good faith efforts to cure the same, in which case an additional thirty (30) days shall be allowed to cure such breach or default prior to any rights of termination. Upon any such termination pursuant to the preceding sentence, either party shall have the right to recover any damages against the other party including, without limitation, any amount necessary to compensate the aggrieved party for all detriment or damages proximately caused by the breaching party's failure to perform its obligations under this Agreement or which in the ordinary course of events would be likely to result therefrom.

6.02 In case of default by EMA, the City may procure services from other sources and may recover the loss occasioned thereby from any unpaid balance otherwise due to EMA under this Agreement.

6.03 In addition to the termination and recovery options found in paragraphs 6.01 and 6.02 of this Article, the City has additional rights of deduction and holdbacks in the event of a breach of this Agreement by EMA. By way of clarification and not limitation of its otherwise available rights and remedies, the specific additional rights that may be exercised under this Agreement by the City in the event of an uncured default by EMA are as follows:

- (a) The City shall be entitled to full reimbursement for any costs incurred by the City by reason of EMA's failure to perform or to satisfactorily perform its responsibilities and duties under this Agreement. Such costs may include, but are not limited to, the cost of using the City's employees or employees of any other entity to perform the obligations that EMA failed to perform in accordance with this Agreement.
- (b) The reimbursement referenced above in subparagraph 6.03(a) may be obtained by the City by means of deduction from payments otherwise due to EMA or by any other proper and lawful means. The City reserves the right to hold back or withhold all or part of payments otherwise due to EMA when the contractor fails to correct unsatisfactory work, deficiencies, or breaches of this Agreement. All deductions from any money due to EMA are to be as liquidated damages and not as a penalty. The City's intent is to give EMA a reasonable opportunity, whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties under this Agreement. The City will make the following deductions from the contract sum in the event that EMA fails to perform any of the required work within the required time limits and the City carries out the work using public forces or those of another contractor:
 - i. For the use of City forces, the deduction will equal the actual cost incurred by the City, as measured by payroll records for labor costs and as measured by

“Powell Bill” rates for equipment charges.

- ii. For the use of another contractor, the deduction will be equal to the amount charged by the contractor utilized to fulfill the work left undone or unsatisfactorily performed by EMA.

6.04 Notwithstanding any other provision within this Agreement, and in addition to any other right of termination listed herein, the City has the right to terminate for convenience this Agreement by providing ninety (90) calendar days advance written notice to EMA.

ARTICLE 7. INDEMNIFICATION

7.01 EMA agrees to indemnify and save harmless the City and its personnel, agents, elected and appointed officials, and City Council, in both their individual and official capacities, from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit, and costs and expenses incidental thereto (including cost of defense, settlement, court costs, reasonable attorneys' fees, and expert witness and consultation fees) caused by or resulting from (i) any negligent or willful act or omission of EMA and its agents, officials, employees, or contractors in connection with this Agreement; or (ii) a breach by EMA of any of the covenants, agreements, representations, or warranties of EMA set forth in this Agreement.

7.02 Notwithstanding the immediately preceding paragraph, nothing in this Agreement shall be deemed or construed to require EMA to indemnify and save harmless the City and its personnel, agents, elected and appointed officials, and City Council from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit, and costs and expenses incidental thereto (including cost of defense, settlement, court costs, reasonable attorneys' fees, and expert witness and consultation fees) caused by or resulting from (i) any negligent or willful act or omission of the City and its agents, officials, or employees in connection with this Agreement; or (ii) a breach by the City of any of the covenants, agreements, representations, or warranties of the City that are set forth in this Agreement.

ARTICLE 8. INSURANCE REQUIREMENTS

8.01 EMA shall pay for and maintain at its sole expense and at all times during the initial term and any extension terms of this Agreement the following insurance coverage:

- (a) Workers' Compensation Insurance as required by the State of North Carolina.
- (b) Comprehensive and General Liability Insurance, including contractual liability in products/completed operations, with primary limits of liability of no less than One Million and No Hundredths Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.
- (c) Automobile Liability Insurance as required by the laws of the State of North Carolina, but with limits of not less than One Million and No Hundredths Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.
- (d) Excess Umbrella Liability Insurance with limits of liability of no less than One Million and No Hundredths Dollars (\$1,000,000.00) layered on top of the policies set forth in subparagraphs 8.01(b) and 8.01(c).
- (e) Pollution Liability Insurance with limits of liability of no less than Two Million and No Hundredths Dollars (\$2,000,000.00).

8.02 During the initial term of this contract and any extensions thereof, the City shall be named as an additional insured in the policies set out in section 8.01(b), 8.01(c), 8.01(d), and 8.01(e). Furthermore, the City shall be furnished annually with Certificates of Insurance in a form satisfactory to the City, and all policies shall provide for thirty (30) days advance written notice of material change, cancellation, or non-renewal.

ARTICLE 9. NOTICES

9.01 All notices or other communications to be given to the City pursuant to this Agreement shall be in writing and shall be sent by overnight delivery or registered or certified United States mail, return receipt requested, properly addressed as follows:

Mailing Address:

City of Asheboro
Attn: Water Resources Director
Post Office Box 1106
Asheboro, North Carolina 27204-1106

Address for Overnight Delivery:

City of Asheboro
Attn: Water Resources Director
1312 North Fayetteville Street
Asheboro, North Carolina 27203
Telephone: (336) 626-1234, Extension 2210

9.02 All notices or other communications to be given to EMA pursuant to this Agreement shall be in writing and shall be sent by overnight delivery or registered or certified United States mail, return receipt requested, properly addressed as follows:

EMA Resources, Inc.
Attn: Erik Blankenship, President
755 Yadkinville Road
Mocksville, North Carolina 27028
Telephone: (336) 751-1441

ARTICLE 10. ASSIGNMENT OF AGREEMENT

10.01 This Agreement, and the rights and privileges granted to the parties hereto pursuant to this Agreement, shall be binding upon and inure to the benefit of the successors and assigns of such parties hereto; provided, however, that no party hereto may transfer or assign, whether by operation of law, merger, or otherwise, this Agreement, or such party's rights or obligations under this Agreement, without the prior written consent of the other party hereto, such consent to be exercised in such party's sole discretion.

10.02 In the event that a party does not consent, in its sole discretion, to any such requested transfer or assignment of this Agreement, or of any of the party's rights or obligations under this Agreement, the party attempting to effectuate an unapproved transfer or assignment of contractual rights shall remain liable to the non-consenting party for the breaching party's agreements and obligations that are set forth in this Agreement.

ARTICLE 11. ARM'S LENGTH NEGOTIATIONS

Each party herein expressly represents and warrants to all other parties hereto that (a) before executing this Agreement, said party has fully informed itself of the terms, contents, conditions, and effects of this Agreement; (b) said party has relied solely and completely upon its own judgment in executing this Agreement; (c) said party has had the opportunity to seek the advice of counsel before executing this Agreement; (d) said party has acted voluntarily and of its own free will in executing this Agreement; (e) said party is not acting under duress, whether economic or physical, in executing this Agreement; and (f) this Agreement is the result of arm's length negotiations conducted by and among the parties.

ARTICLE 12. CONSTRUCTION OF THIS AGREEMENT

12.01 The parties agree and acknowledge that they have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties. No presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement.

12.02 Any reference to any federal, state, or local statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

12.03 If any party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity), which the party has not breached, shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant.

ARTICLE 13. MISCELLANEOUS

13.01 This Agreement sets forth the entire agreement and understanding of the parties hereto with respect to the subject matter of this Agreement and supersedes all arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee, or representative of either party hereto.

13.02 This Agreement may not be modified, amended, supplemented, canceled, or discharged, except by written instrument executed by all of the parties hereto.

13.03 There are no restrictions, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to herein.

13.04 No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted the waiver.

13.05 The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any other provision may be invalid or unenforceable in whole or in part.

13.06 This Agreement is not intended to confer upon any third parties, other than the parties hereto, any rights or remedies.

13.07 This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.

13.08 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be executed on their behalf by duly authorized officers of the respective corporations on the dates indicated below.

EMA RESOURCES, INC.,
a North Carolina corporation

By: _____
Signature of Authorized Corporate Official

Name: _____
Printed Name of Authorized Corporate Official

Title: _____
Printed Title of Authorized Corporate Official

Date: _____
Printed Date of Execution on behalf of EMA

THE CITY OF ASHEBORO, NORTH CAROLINA,
a North Carolina municipal corporation

By: _____
Signature of Authorized Municipal Official

Name: _____
Printed Name of Authorized Municipal Official

Title: _____
Printed Title of Authorized Municipal Official

Date: _____
Printed Date of Execution on Behalf of the City

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

Deborah P. Reaves, Finance Officer
City of Asheboro, North Carolina

13. The next steps to expand the police department's role in providing animal control services

(a) Discussion of planning and administrative actions taken by the police department

Chief Norton utilized a visual presentation and outlined for the Council the preparatory administrative actions that have been taken by the police department in order to provide animal control services to the city. The police department has purchased equipment and two (2) Ford F-250 pickup trucks in order to take on the department's role in providing animal control services. Additionally, Chief Norton highlighted that the department is currently completing the hiring process and ordering uniforms for two animal control officers. He anticipates a tentative startup date for the services on February 1, 2015.

A copy of the visual presentation utilized by Chief Norton is on file in the City Clerk's office.

(b) Request for council approval of an amended animal control ordinance.

Chief Norton presented and recommended adoption, by reference of an amended animal control ordinance.

Upon motion by Mr. Bell and seconded by Mr. Baker, Council voted unanimously to adopt the following ordinance by reference.

ORDINANCE NUMBER _____ **02 ORD 1-15**

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

CITY OF ASHEBORO ANIMAL CONTROL ORDINANCE

WHEREAS, Section 160A-174(a) of the North Carolina General Statutes (references to the North Carolina General Statutes will be hereinafter cited with "G.S." in front of the relevant section or chapter/article number) authorizes the city council to utilize its ordinance making authority to exercise the general police power delegated to the city by the North Carolina General Assembly to define, prohibit, regulate, or abate acts, omissions, or conditions that are detrimental to the health, safety, or welfare of the city's inhabitants and the peace and dignity of the city; and

WHEREAS, G.S. 160A-182 specifically authorizes the city, by means of the adoption of an ordinance, to exercise the delegated general police power to define and prohibit the abuse of animals; and

WHEREAS, G.S. 160A-186 specifically authorizes the city, by means of the adoption of an ordinance, to exercise the delegated general police power to regulate, restrict, or prohibit the keeping, running, or going at large of any domestic animals, specifically including dogs and cats; and

WHEREAS, G.S. 160A-187 specifically authorizes the city, by means of the adoption of an ordinance, to exercise the delegated general police power to regulate, restrict, or prohibit the possession or harboring of animals that are dangerous to persons or property; and

WHEREAS, G.S. 160A-188 specifically authorizes the city, by means of the adoption of an ordinance, to exercise the delegated general police power to establish a bird sanctuary within the city limits; and

WHEREAS, the City Council has concluded that it is advisable to enhance the animal control services offered by the city by delegating and providing funding to the Asheboro Police Department to take primary responsibility for animal control operations within the city; and

WHEREAS, the city's current animal control regulations, which are found in Chapter 91 of the Code of Asheboro, must be updated and amended in order to enable the Asheboro Police Department to properly discharge its expanded animal control duties;

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

ORDINANCE SECTION 1. Chapter 91 of the Code of Asheboro is hereby rewritten to provide as follows:

§ 91.01 DEFINITIONS.

~~Unless otherwise specifically provided or unless otherwise clearly required by the context, the following words and phrases shall have the meaning indicated when used in this chapter:~~

~~**CODE ENFORCEMENT OFFICER.** Any person or persons designated by the City Manager of the City of Asheboro to perform the responsibilities assigned by this chapter to the "Code Enforcement Officer."~~

~~**COUNTY ANIMAL CONTROL ORDINANCE.** The ordinance entitled "An Ordinance Governing the General Control of Animals in Randolph County," as adopted by the Randolph County Board of Commissioners on January 10, 2000, and as amended on June 5, 2000, September 5, 2000, March 11, 2002, July 7, 2003, August 4, 2003, October 4, 2004, January 7, 2008, July 7, 2008, July 11, 2011, and including any future amendments thereto by the Randolph County Board of Commissioners.~~

§ 91.02 ADOPTION OF ANIMAL CONTROL ORDINANCE.

~~Pursuant to G.S. § 153A-122 and Asheboro City Council Resolution Number 12-RES-3-12, the County Animal Control Ordinance, as defined in § 91.01 of this Code, is applicable within the corporate limits of the City of Asheboro. A copy of the County Animal Control Ordinance shall be kept on file in the Office of the City Clerk.~~

§ 91.03 ADMINISTRATION OF ANIMAL CONTROL REGULATIONS.

~~(A) *Delegation to county.* The Asheboro City Council hereby expressly authorizes the Randolph County Health Director and animal control officers working under the direction of the Randolph~~

County Health Director to enforce the County Animal Control Ordinance within the corporate limits of the city.

- (B) ~~Enforcement by city employees.~~ The supplemental animal control laws prescribed by this chapter that are more specific to the City of Asheboro than the provisions of the County Animal Control Ordinance defined in § 91.01 of this Code may be enforced by any employee of the City of Asheboro that has been designated as a Code Enforcement Officer by the City Manager.
- (C) ~~Asheboro Police Department.~~ The Asheboro Police Department shall provide support to county animal control officers and to Code Enforcement Officer(s) when enforcement actions are needed.

§ 91.04 INTEGRATION WITH ANIMAL CONTROL ORDINANCE.

All definitions and provisions of the County Animal Control Ordinance shall apply in the city except where provisions of this chapter are inconsistent with the provisions of the County Animal Control Ordinance, the provisions of this chapter are more specific, and the provisions of this chapter prescribe regulatory action that is to be taken by city employees.

§ 91.05 MAXIMUM NUMBER OF DOGS ON PREMISES.

- (A) It shall be unlawful for any person to keep or maintain more than three dogs per household on any parcel of land or zoning lot having less than 30,000 square feet, and an additional 7,000 square feet shall be required for each additional dog. A total of no more than five dogs per household shall be allowed on any parcel of land or zoning lot within the city limits regardless of square footage.
- (B) The limitation prescribed by this Section on the number of dogs per household on a single parcel of land or zoning lot shall not apply to dogs that are less than six months of age.
- (C) Notwithstanding the preceding provisions, and subject to the limitation that, on or after April 1, 2012, no new or additional dogs that would increase or perpetuate the noncompliance of a household with this Section may be kept or maintained in a household, any dog lawfully kept or maintained as part of a household located within the corporate limits of the City of Asheboro prior to April 1, 2012 may continue to be kept or maintained as part of the same household for the remainder of the dog's life.

§ 91.06 MAXIMUM NUMBER OF CATS ON PREMISES.

- (A) It shall be unlawful for any person to keep or maintain more than three cats per household on any parcel of land or zoning lot having less than 30,000 square feet, and an additional 7,000 square feet shall be required for each additional cat. A total of no more than five cats per household shall be allowed on any parcel of land or zoning lot within the city limits regardless of square footage.
- (B) The limitation prescribed by this Section on the number of cats per household on a single parcel of land or zoning lot shall not apply to cats that are less than six months of age.
- (C) Notwithstanding the preceding provisions, and subject to the limitation that, on or after April 1, 2012, no new or additional cats that would increase or perpetuate the noncompliance of a household with this Section may be kept or maintained in a household, any cat lawfully kept or maintained as part of a household located within the corporate limits of the City of Asheboro prior to April 1, 2012 may continue to be kept or maintained as part of the same household for the remainder of the cat's life.

§ 91.07 KEEPING SWINE.

- (A) Except as provided in division (B) of this section, it shall be unlawful for any person to keep any hogs, pigs, or swine within the city limits.
- (B) A person may have or keep no more than two miniature or potbellied pigs per household within the corporate limits of the city if the following conditions are satisfied:
 - (1) The miniature or potbellied pig(s) must be provided with adequate shelter to protect it from the elements.
 - (2) Any and all miniature or potbellied pigs kept or maintained in the City of Asheboro must be spayed or neutered.
 - (3) The owner of the miniature or potbellied pig(s) shall provide the pig(s) with access to food and clean water. Active measures shall be taken to limit the availability of this food and water to rodents, wild birds, and predators.
 - (4) If an outdoor pen or enclosure is utilized, the dimensions of such a pen or enclosure must be no less than 10 feet by 12 feet for one pig or no less than 16 feet by 16 feet for two pigs.
 - (5) No outdoor pen or enclosure, including without limitation fencing, used for sheltering or confining a miniature or potbellied pig is permitted within 30 feet of any property line or

~~public street right-of-way line, and no such outdoor pen or enclosure may be located within 100 feet of a hospital, school, eating establishment, or dwelling other than the dwelling of the owner of the miniature or potbellied pig. These separation requirements are in addition to and not in lieu of the land use regulations prescribed by the Asheboro Zoning Ordinance. No provision in this chapter shall be construed or interpreted in any manner that preempts or impacts the application of the land use regulations found in the Asheboro Zoning Ordinance.~~

- ~~(6) A pen or enclosure used for sheltering or confining a miniature or potbellied pig shall be kept clean, sanitary, and free from accumulations of animal excrement that cause an objectionable odor. Such a pen or enclosure shall be cleaned at least twice each week. All waste material removed from a pen or enclosure used to shelter the miniature or potbellied pig shall be disposed of in a manner that is lawful, does not attract flies, and prevents any detectable odor at the property or street right-of-way line.~~
- ~~(7) All food kept for feeding the miniature or potbellied pig(s) shall be kept and stored in rat-free and rat proof containers, compartments, or rooms unless kept in a rat proof building.~~

~~§ 91.08 KEEPING OF FOWL.~~

- ~~(A) Up to two chicken hens or other fowl may be kept by a household within the corporate limits of the City of Asheboro so long as the fowl do not, by reason of noise, odor, or attraction of flies, become a nuisance or health hazard.~~
- ~~(B) Between three and eight chicken hens or other fowl may be kept on any single lot or parcel in the city if the following conditions are satisfied:
 - ~~(1) The fowl shall not be permitted to run at large and must be maintained in a coop or enclosure of suitable construction and size for the number of fowl maintained in the enclosure.~~
 - ~~(2) The fowl must be provided with adequate shelter for protection from the elements.~~
 - ~~(3) The owner of the fowl shall provide the animal with access to food and clean water. Active measures shall be taken to limit the availability of this food and water to rodents, wild birds, and predators.~~
 - ~~(4) No outdoor coop or enclosure used for keeping fowl is permitted within 30 feet of any property line or public street right-of-way line, and no such outdoor coop or enclosure may be located within 100 feet of a hospital, school, eating establishment, or dwelling other than the dwelling of the owner of the fowl. These separation requirements are in addition to and not in lieu of the land use regulations prescribed by the Asheboro Zoning Ordinance. No provision in this chapter shall be construed or interpreted in any manner that preempts or impacts the application of the land use regulations found in the Asheboro Zoning Ordinance.~~
 - ~~(5) A coop or enclosure used for keeping fowl shall be kept clean, sanitary, and free from accumulations of animal excrement that cause an objectionable odor. Such a pen or enclosure shall be cleaned at least twice each week. All waste material removed from a pen or enclosure used for keeping fowl shall be disposed of in a manner that is lawful, does not attract flies, and prevents any detectable odor at the property or street right-of-way line.~~
 - ~~(6) All food kept for feeding the fowl shall be kept and stored in rat-free and rat-proof containers, compartments, or rooms unless kept in a rat-proof building.~~~~
- ~~(C) Due to the excessive noise created by the following animals, the keeping of roosters and geese is prohibited within the corporate limits of the City of Asheboro.~~

~~§ 91.09 KEEPING OF HORSES, MULES, DONKEYS, COWS, AND GOATS REGULATED.~~

~~It shall be unlawful for any person who owns, operates, or maintains a stable or enclosure in the city, in which horses, mules, donkeys, cows, or goats are kept, to keep such stable in an unclean or unsanitary condition. The person who owns, operates, or maintains such a stable or enclosure shall be responsible for providing for use within the stable or enclosure a bin or pit which shall be watertight and so arranged that it is fly proof, or, alternatively, shall provide a watertight barrel with a close fitting lid. Manure accumulating in such stable shall be placed in the bin, pit, or barrel each day and shall be removed from the premises of the owner at least every five days. Effective fly control methods such as the use of approved insecticide shall be practiced during the fly breeding period from April 15 to November 1 of each year. All food kept for feeding the livestock shall be kept and stored in rat-free and rat-proof containers, compartments, or rooms unless kept in a rat-proof building.~~

~~§ 91.10 LOCATION OF STABLES; TETHERING OF HORSES, MULES, DONKEYS, COWS, OR GOATS.~~

~~No person shall locate or maintain upon any lot within the city any horse, mule, donkey, cow, or goat stable nearer than 150 feet to any hospital, school, eating establishment, or dwelling; nor shall any person tether or permit to graze or stand any horse, mule, donkey, cow, or goat within 50 feet of any such place.~~

~~§ 91.11 DISPOSAL OF CARCASSES.~~

~~The bodies of dead sheep, goats, hogs, horses, mules, donkeys, and other animals, or any part of any animal, and all dead fish and dead fowl shall be removed from the city immediately or no later than 24 hours of known death and shall be disposed of by incineration, burial, or transportation to a rendering plant. If a carcass is buried, it shall be buried at a depth of not less than three feet below the surface of the ground and shall not be buried within 300 feet of a stream or body of water.~~

~~§ 91.12 RESPONSIBILITY FOR ANIMALS ON PUBLIC PROPERTY AND THE PROPERTY OF OTHERS.~~

~~It shall be unlawful for the owner or custodian of an animal to fail to remove feces deposited by the animal on either of the following types of property:~~

- ~~(A) Any public street, sidewalk, gutter, park, or other publicly owned property; or~~
- ~~(B) Any property owned or legally controlled by another person or entity that has not given permission for entry onto the property by the animal that defecated on the property.~~

~~§ 91.13 BIRD SANCTUARY CREATED.~~

~~The area embraced within the corporate limits of the city and all lands owned or leased by the city outside the corporate limits is hereby designated as a bird sanctuary.~~

~~§ 91.14 PROHIBITED ACTIVITIES; EXCEPTIONS.~~

- ~~(A) Within the bird sanctuary established by § 91.12 of the Code of Asheboro, it shall be unlawful for any person to hunt, kill, trap, or otherwise take any native wild birds.~~
- ~~(B) Notwithstanding division (A), the protection afforded to native wild birds within the established sanctuary does not extend to the following situations:
 - ~~(1) No bird classed as a pest under G.S. Ch. 113, Art. 22A and the Structural Pest Control Act of North Carolina of 1955 or the North Carolina Pesticide Law of 1971 is protected.~~
 - ~~(2) A person may hunt, kill, trap, or otherwise take any bird pursuant to a permit issued by the North Carolina Wildlife Resources Commission under G.S. § 113-274(c)(1a) or under any other license or permit of the Wildlife Resources Commission specifically made valid for use in taking birds within the city limits.~~
 - ~~(3) The use of a firearm for hunting ducks and dark geese (includes Canada geese and white-fronted geese) is permitted at Lake Reese when such hunting is undertaken in compliance with § 91.14 and § 91.15 of the Code of Asheboro.~~~~

~~§ 91.15 USE OF FIREARMS AT LAKE REESE.~~

- ~~(A) In its discretion, the City Council may approve the date(s) and time(s) each year when the hunting of ducks and dark geese (including Canada geese and white-fronted geese) is allowed upon the waters of Lake Reese.~~
- ~~(B) During the date(s) and time(s) of the hunting season authorized by the City Council in accordance with division (A), the use of a gun for the limited purpose of hunting ducks and dark geese (including Canada geese and white-fronted geese) upon the waters of Lake Reese is permitted. Any guns and ammunition used for such hunting shall comply with all applicable state and federal regulations.~~

~~§ 91.16 HUNTING PROHIBITED ON PROPERTY BEYOND CITY LIMITS.~~

- ~~(A) No person shall hunt, trap or snare, with or without firearms, any wild animals or birds, on any property owned by the city which is located outside the city limits.~~
- ~~(B) *Exceptions.* Duck and dark geese (including Canada geese and white-fronted geese) hunting will be permitted upon the waters of Lake Reese only during the date(s) and time(s) established by the City Council prior to the season opening each year. Additionally, city employees and/or contractors may hunt, trap, or snare wild animals or birds in compliance with the adopted rules and regulations of the North Carolina Wildlife Resources Commission when such action is deemed necessary by the City Manager in order to ensure the safe and efficient operation of city-owned infrastructure.~~

~~§ 91.17 SIGNS ERECTED BY BIRD CLUBS.~~

~~Bird clubs in the city are hereby granted permission to erect artistic signs, giving notice of the regulations provided in this chapter, at such places and of such design as may be approved by the Public Works Director.~~

~~§ 91.18 ANIMALS PROHIBITED AT RANDOLPH ARTS GUILD'S ANNUAL FALL FESTIVAL.~~

- ~~(A) Except as provided by this section, it shall be unlawful for any person to possess any animal(s) within the public areas of the city that are actively utilized for the Randolph Arts Guild's Annual Fall Festival. Furthermore, except as provided by this section, it shall be unlawful for any person to actively encourage or facilitate the entry or continued presence of any animal(s) within the public areas of the city that are actively utilized for the Randolph Arts Guild's Annual Fall Festival.~~
- ~~(B) The provisions of this section are not applicable to "assistance animals," "law enforcement agency animals," and animals allowed to participate in the Annual Fall Festival Parade.~~
- ~~(C) For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:~~

~~**ANIMAL.** As distinguished from human beings, one of the lower vertebrate animals. By way of illustration and not exclusion, the term includes dogs, cats, birds, reptiles, and fishes.~~

~~**ASSISTANCE ANIMALS.** An animal that is trained and may be used to assist a "handicapped person" as defined in G.S. § 168-1. The term "assistance animal" is not limited to a dog and includes any animal trained to assist a handicapped person as provided in G.S. Ch. 168, Art. 1.~~

~~**LAW ENFORCEMENT AGENCY ANIMALS.** An animal that is trained and may be used to assist a law enforcement officer in the performance of the officer's official duties.~~

~~**PUBLIC AREAS OF THE CITY THAT ARE ACTIVELY UTILIZED FOR THE RANDOLPH ARTS GUILD'S ANNUAL FALL FESTIVAL.** The streets, sidewalks, and public vehicular areas that fall within the perimeter demarcated by the closure, upon order of the City Council, of Fayetteville Street from Salisbury Street to Kivett Street; North Street at Salisbury Street; Sunset Avenue at Church Street; Worth Street, Scarboro Street, East Academy Street, and Cranford Street at Cox Street; and West Academy Street at the entrance to the city parking lot.~~

- ~~(D) The prohibition of animals from public areas of the city that are actively utilized for the Randolph Arts Guild's Annual Fall Festival is only in effect during those times when the Annual Fall Festival is scheduled to be in actual operation.~~
- ~~(E) The City Manager shall cause notices of the prohibition of animals from public areas of the city that are actively utilized for the Randolph Arts Guild's Annual Fall Festival to be prominently posted at the location of the street closures listed in division (C)(4) above.~~

~~§ 91.19 REMEDIES AND PENALTIES.~~

- ~~(A) Any person who violates the provisions of this chapter is guilty of a misdemeanor as provided by G.S. § 14-4 and shall be fined not more than \$500. Each day's violation of this chapter is a separate offense.~~
- ~~(B) Enforcement of the provisions found in this chapter may include any appropriate equitable remedy, injunction, or order of abatement issuing from a court of competent jurisdiction.~~
- ~~(C) In addition to or in lieu of any criminal penalties and other sanctions provided in this chapter, a violation of the provisions found in this chapter may also subject the offender to the civil penalties hereinafter set forth:
 - ~~(1) The Code Enforcement Officer may issue to the owner or possessor of any animal, or any other alleged violator of this chapter, a written warning or a civil penalty citation giving notice of the alleged violation(s). Written warnings or civil penalty citations may be served on the person charged with a violation by means of personal delivery by the Code Enforcement Officer, mailed by certified or registered mail to the last known address of the person charged, or delivered by a designated delivery service to the person charged. The first civil penalty citation issued to a violator during a rolling 12-month period shall result in the imposition of a civil penalty in the amount of \$50 for each violation of this chapter. The second citation issued to an offender for an uncorrected violation or for a second violation of this chapter within a rolling 12-month period shall result in the imposition of a civil penalty in the amount of \$100 for each violation of this chapter. The third citation for an uncorrected violation or the issuance of citation for the third time, or more, within a rolling 12-month period shall result in the imposition of a civil penalty in the amount of \$150 for each violation of this chapter.~~~~

- (2) ~~Each day that any violation exists after the violator receives a written warning or civil penalty citation identifying the unlawful conduct shall be considered a separate offense for purposes of this section.~~
 - (3) ~~Assessed civil penalties shall be paid by the violator or his or her designee in good funds to the City of Asheboro Finance Department within 14 business days of the receipt of the civil penalty citation that gives notice of the fact that the stated civil penalty is due and payable.~~
 - (4) ~~In the event the owner or possessor of an animal, or other violator of this chapter, does not pay the assessed civil penalty within the prescribed time period, a civil action in the nature of a debt may be commenced by the City of Asheboro to recover the assessed civil penalty and costs associated with the collection effort.~~
 - (5) ~~The issuance of a written warning or civil penalty citation by the Code Enforcement Officer may be appealed to the City Manager or his or her designee in accordance with the provisions of this section. An appeal is taken by filing a written notice of appeal with the Code Enforcement Officer. The notice of appeal shall identify the written warning or civil penalty citation from which an appeal is taken and shall also state the basis for the appeal. This notice of appeal must be filed within ten business days of the date upon which the written warning or civil penalty citation was served on the violator. Until a final decision is issued by the City Manager or his or her designee, a properly filed appeal stays all efforts to collect an assessed civil penalty and/or stays any further enforcement actions conducted under the authority of this chapter by the Code Enforcement Officer. The City Manager or his or her designee shall hear the appeal at the earliest practicable date. Due notice of the date and time of the appeal hearing shall be given to the individual who received the written warning or civil penalty citation and to any individual who has filed a complaint with the Code Enforcement Officer about the condition that formed the basis for the issuance of a written warning or civil penalty citation. After conducting the hearing and considering the available information, the City Manager or his or her designee may reverse or affirm, in whole or in part, the Code Enforcement Officer's issuance of a written warning or civil penalty citation. The City Manager or his or her designee may also modify the enforcement action(s) taken by the Code Enforcement Officer and, to this end, the City Manager or his or her designee shall have all of the powers conferred by this chapter on the Code Enforcement Officer. The City Manager or his or her designee's decision is final, and there shall be no appeal from the decision of the City Manager or his or her designee to the City Council.~~
- (D) ~~This chapter may be enforced by any one, all, or a combination of the remedies authorized and prescribed herein.~~

§ 91.20 EXCEPTIONS TO SUPPLEMENTAL ANIMAL CONTROL REGULATIONS.

~~Veterinary clinics and retail pet stores are not subject to the supplemental animal control regulations prescribed in §§ 91.05 through 91.09 of this chapter. The inapplicability of the supplemental regulations found in this chapter to these businesses does not impair or impact to any degree the applicability to these businesses of any other federal, state, or local law, ordinance, or regulation, including by way of illustration and not limitation the County Animal Control Ordinance and the Asheboro Zoning Ordinance.~~

§ 91.01 PURPOSE AND TITLE.

- (A) Pursuant to authority granted by the North Carolina General Assembly, this animal control chapter is enacted to regulate, restrict, or prohibit, if necessary, animals; to protect the public from unvaccinated, diseased, stray, roaming, dangerous, wild, or exotic animals; to make unlawful certain acts of animals that interfere with the enjoyment of property or the peace and safety of the city; to protect animals from abuse or conditions harmful to their well-being; and to carry out any other lawful duties authorized by state laws and applicable ordinances.
- (B) Animal control functions are to be performed by city personnel in partnership with the Randolph County Health Department which conducts animal control operations in accordance with the applicable federal and state laws and in accordance with the county animal control ordinance.
- (C) This chapter has been adopted in order to accomplish the above-stated purposes by enacting an animal control ordinance that is enforced by city personnel and is tailored to address the animal control issues that arise in the more densely populated urban setting of the city.
- (D) This chapter may be referred to as the "City of Asheboro Animal Control Ordinance."

§ 91.02 JURISDICTION.

This chapter applies within the corporate limits of the City of Asheboro and upon and within all property owned by the city.

§ 91.03 DEFINITIONS.

For the purposes of this chapter, the following words and phrases are defined and shall be construed as set out below, unless it is apparent from the context that a different meaning is intended:

- (1) *Abandon* means to intentionally, knowingly, recklessly, or negligently leave an animal at a location for more than 48 consecutive hours without providing for the animal's continued care;
- (2) *Adequate feed* means the provision at suitable intervals of a quantity of wholesome foodstuff that is suitable for the species and age of each animal and is sufficient to maintain a reasonable level of nutrition in each animal;
- (3) *Adequate shelter* means an enclosure sufficient to provide shelter from extremes of weather and a means to remain cool, dry, and comfortable;
- (4) *Adequate water* means the provision of, or ready access to, a supply of clean, fresh, potable water provided in a sanitary manner 24 hours a day;
- (5) *Animal* means every vertebrate nonhuman species of animal, wild or domestic, male or female, including, but not limited to, dogs, cats, livestock and other mammals, domestic fowl, birds, reptiles, amphibians, and fish;
- (6) *Animal control officer* means persons charged by the city with enforcing all sections of this chapter and applicable state laws pertaining to animal control;
- (7) *Animal control shelter* means any holding or other facility designated by the city manager, or designee, for the detention of animals;
- (8) *Animal under restraint or under restraint* means any animal confined within a vehicle; any animal confined by means of a secure enclosure or an electronic enclosure within the real property limits of its owner; or any animal secured by leash or lead, cage, bridle, or similar physical restraint sufficient to allow the animal to be controlled. Electronic leashes or training collars do not constitute restraint;
- (9) *At large* means any animal found off of the property of its owner and not under restraint; any animal previously determined to be dangerous or potentially dangerous that is not under restraint when off the property of its owner or is not confined to a secure enclosure while on the property of its owner; and any animal off the owner's property and on an electronic leash or training collar;
- (10) *Bite* means the act of an animal seizing flesh with its teeth or jaws, so as to tear, pierce or injure the flesh;
- (11) *Business days* means Monday through Friday, inclusive, and excluding local, state, and national legal holidays;
- (12) *Cats* means domestic felines;
- (13) *Chicken* means any of the common domestic birds or fowl of the species *Gallus gallus domesticus* whose eggs or flesh are used for food (also referred to as "poultry"). The female bird is called a "hen;"
- (14) *County animal control ordinance* means the ordinance entitled "An Ordinance Governing the General Control of Animals in Randolph County" that was adopted by the Randolph County Board of Commissioners on January 10, 2000, and subsequently amended on June 5, 2000, September 5, 2000, March 11, 2002, July 7, 2003, August 4, 2003, October 4, 2004, January 7, 2008, July 7, 2008, and July 11, 2011. Pursuant to G.S. § 153A-122 and Asheboro City Council Resolution Number 12 RES 3-12, the said county animal control ordinance, including any future amendments that may be made to the county ordinance by the Randolph County Board of Commissioners, is applicable within the corporate limits of the City of Asheboro;
- (15) *Dangerous dog* means any dog that, without provocation, has killed or inflicted severe injury on a person or killed or inflicted severe injury upon a domestic animal when not on the owner's real property, or approached a person when not on the owner's real property in a vicious or terrorizing manner in an apparent attitude of attack;
- (16) *Dog* means domestic canines;
- (17) *Domestic animal* means those species of animals that normally and customarily share human habitat in Randolph County and are normally dependent on humans for food and shelter in Randolph County, such as but not limited to cats, dogs, cattle, horses, swine, domestic fowl, sheep, and goats;

- (18) Domestic fowl shall include, but not be limited to, turkeys, geese, chickens, peacocks, guinea fowl, or ducks;
- (19) Electronic enclosure means underground electrical wire which, when used in connection with a pet collar or other device, keeps cats or dogs confined within the limits of the wire on private property. A sign giving notice that an electronic fence is in use must be posted in a manner that complies with the requirements of the city's sign ordinance at some location on the property that is visible from the public right-of-way;
- (20) Exotic mammals means all mammals designated by the Centers for Disease Control and Prevention, Department of Agriculture, or other federal or state public health protection agencies as embargoed or prohibited under legal protection orders. No reference or regulation in this chapter applies to exotic mammals under the control of the North Carolina Zoological Park;
- (21) Exotic reptiles means all reptiles not native to North Carolina. No reference or regulation in this chapter applies to exotic reptiles under the control of the North Carolina Zoological Park;
- (22) Immediately means at once, very close in time;
- (23) Impoundment, Impound, Impounded, or Impounding are all terms utilized in this chapter to mean the possession or seizure of an animal or animals by the animal control unit for placement in the animal control shelter or other appropriate facility;
- (24) In estrus means a female animal in what is commonly called "heat" or "in season;"
- (25) Inoculation means the administration of rabies vaccine by a licensed veterinarian or by a certified rabies vaccinator;
- (26) Kennel, dealer, or breeder means any person, partnership, limited liability company, corporation, or other type of legal entity engaged in buying, selling, breeding, or boarding animals;
- (27) Livestock shall include, but shall not be limited to, equine animals, bovine animals, sheep, goats, llamas, and swine as set forth in G.S. Ch. 68, Art. 3;
- (28) Nighttime means the time each day from sunset until sunrise;
- (29) Owner means any person, group of persons, or any type of legal entity owning, keeping, harboring, possessing, or acting as keeper or custodian of an animal for 72 hours or more, unless the animal is boarded for a fee at a duly licensed facility;
- (30) Owner's property means any real property owned or leased by the owner of the animal, but does not include any public right-of-way or a common area of a condominium, cluster home, apartment complex, or townhouse development, nor does it include the common area of a subdivision or other housing project. A motor vehicle is not a part of the owner's property unless it is physically located on the area described in a deed of conveyance or the area described in a lease. A motor vehicle that is physically located in or on any common areas as described above, or on any other public areas shall be treated as being off of the owner's property;
- (31) Person means and includes any individual or any legal entity, including nonprofit corporations;
- (32) Provocation does not include any actions on the part of an individual that pertain to reasonable efforts of self-defense, and provocation must be clearly established;
- (33) Secure enclosure means an enclosure from which an animal cannot escape by means of digging under or jumping over the enclosure, or otherwise becoming free unless freed by the owner. Neither a motor vehicle nor an electronic enclosure shall constitute a secure enclosure;
- (34) Trespass means that the victim has wrongfully invaded the property of the owner. The reason the individual is on the property and any other relevant circumstances shall be considered in order to determine whether or not a trespass has occurred. A child under the age of seven shall not be deemed to be a trespasser; and
- (35) Wild and dangerous animals means animals of the cat, bear, and wolf species and nonhuman primates that are normally born and live in wild habitat, even though such species may be raised and kept in captivity. No reference or regulation in this chapter applies to wild and dangerous animals that are under the control of the North Carolina Zoological Park.

§ 91.04 ADMINISTRATION OF ANIMAL CONTROL SERVICES

- (A) The city police department is responsible for the enforcement of this chapter through the department's animal control unit (sometimes referred to as the "unit") and the nonsworn animal control officers employed therein. All of the police department's sworn officers and nonsworn

animal control officers shall have all powers, responsibilities, and immunities granted by law and this chapter.

- (B) The chief of police ("chief") shall be the chief animal control officer charged with enforcing this chapter. The chief is authorized to initiate legal action to enforce this chapter. The chief may delegate any of the powers granted herein to any member of the animal control unit or the police department. Any act done by an animal control officer or a member of the police department that is within the scope of this chapter shall be considered the official act of the chief.
- (C) The nonsworn animal control officers referenced above in division (A) are not authorized to carry on their person any firearms, but they are authorized to store at the animal control unit offices, or carry in departmental vehicles, firearms approved for use when necessary to enforce the provisions of this chapter or other applicable laws for the control of wild, vicious, dangerous, or diseased animals. The nonsworn animal control officers are authorized to store drugs, chemicals, and equipment at the animal control unit offices as necessary to enforce the provisions of this chapter or other applicable laws for the control of wild, vicious, dangerous, or diseased animals. The nonsworn animal control officers shall not have the power of arrest, but shall have all rights, powers, and immunities as described in this chapter. Due to the fact that the nonsworn members of the unit only have that limited authority described in this chapter, these members of the police department shall not be considered police officers or sworn law enforcement officers for purposes of evaluating the animal control officers' eligibility for benefits provided to sworn law enforcement officers.

§ 91.05 **GENERAL RESPONSIBILITIES OF ANIMAL CONTROL UNIT; PERSONAL LIABILITY OF MUNICIPAL OFFICERS, AGENTS, EMPLOYEES.**

- (A) The animal control unit is hereby authorized and directed to undertake and discharge the following responsibilities:
- (1) Enforcing and carrying out within the city the provisions of this chapter, any other ordinance assigning animal control duties, and all relevant state laws in addition to coordinating and cooperating with the Randolph County Health Department and other law enforcement agencies in so doing;
 - (2) Canvassing the city, including dwellings, businesses, and institutions located within the city as necessary and practical, for the purpose of ascertaining that all dogs and cats in the city are adequately inoculated against rabies and for the purpose of ascertaining compliance with this chapter and state statutes;
 - (3) Investigating complaints with regard to animals covered by this chapter and protecting animals from abuse;
 - (4) Seizing, relocating, and/or impounding, when necessary, any animals in the city involved in a violation of this chapter or any other ordinance or state law. In addition, employees may scan the animal and utilize any information that may be available through a microchip to locate the owner of the animal, if possible;
 - (5) Keeping, or causing to be kept, accurate records of seizures, relocations, impoundments, dispositions of animals coming into the custody of the animal control unit, violations, complaints, investigations, and monies collected; and
 - (6) Issuing citations and orders and assessing civil penalties for violations of this chapter and when otherwise authorized by law.
- (B) Except as may be otherwise provided by federal or state law, no officer, agent, or employee of the city charged with the duty of enforcing the provisions of this chapter or other applicable law shall be personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of such duties.

§ 91.06 **INSPECTIONS AND PROHIBITION OF INTERFERENCE WITH ANIMAL CONTROL OFFICERS**

- (A) Whenever it is necessary to make an inspection to enforce any of the provisions of this chapter, or other applicable law, or whenever an animal control officer has reasonable cause to believe that there exists in any building or upon any premises any violation of this chapter or other applicable law, the animal control officer is empowered to enter and inspect such property at any reasonable time and perform any duty imposed upon them by this chapter or other applicable law, but only if the consent of the occupant or owner of the property is freely given or an administrative search warrant or criminal search warrant is obtained as follows:

- (1) If such property is occupied, the animal control officer shall first present credentials to the occupant and request entry, explaining the reasons for the request; or
 - (2) If such property is unoccupied, the animal control officer shall first make a reasonable effort to locate the owner or other persons having control of the property, present proper credentials, and request entry, explaining the reasons for the request; and
 - (3) If entry is refused or cannot be obtained because the owner or other person having control or charge of the property cannot be found after due diligence, an animal control officer may obtain an appropriate warrant to conduct a search or inspection of the property or seizure on the property. Notwithstanding any other provision of this chapter, and so long as the animal control officer's actions are consistent with federal and state Constitutional and statutory protections afforded to persons and their property, an animal control officer shall have the authority to enter upon any land to enforce the provisions of this chapter, specifically including the seizure of animals running at large or to take enforcement action due to any other violation of an applicable animal control law if the violation of such a law is being committed in the presence of the officer and requires immediate action on the part of the officer to protect the health or safety of the animal or the public. In the case of animals at large, so long as the animal is within sight of the officer, this section shall not be interpreted to require that a warrant be obtained before seizing the animal.
- (B) It shall be unlawful for any person to interfere with, hinder, resist, or obstruct employees of the animal control unit while they are carrying out any duty created under this chapter or other applicable animal control law.
- (C) It shall be unlawful for any person to conceal from any employee of the animal control unit any animal for the purpose of evading the requirements of this chapter or any other applicable animal control law.
- (D) It shall be unlawful for any person to refuse to show, upon request, proof of a required rabies inoculation to any employee of the animal control unit.
- (E) It is unlawful for any person to seek to release, attempt to release, or to release any animal in the custody of the animal control unit, except as otherwise specifically provided in this chapter. An animal captured in a trap set by the animal control unit shall be deemed to be in the custody of the animal control unit.

§ 91.07 **IMPOUNDMENT.**

- (A) In performing the duties assigned by this chapter, the chief may impound any seized animal. The chief may also impound any animals released by their owners to the city.
- (B) If an animal is impounded for any reason other than the voluntary release of the animal by the owner to the city, the chief will use all reasonable means to promptly notify the owner(s) of the impoundment of the animal.
- (C) The processing, release, and euthanasia, if necessary, of impounded animals delivered to the animal shelter shall be conducted in strict compliance with the county animal control ordinance and any regulations established by the Randolph County Health Director.

§ 91.08 **BIRD SANCTUARY CREATED.**

- (A) The territory embraced within the corporate limits of the city and all lands owned by the city outside of the corporate limits are hereby designated as a bird sanctuary.
- (B) Within the bird sanctuary established by division (A) of this section, it shall be unlawful for any person to intentionally hunt, kill, trap, or otherwise take any native wild birds.
- (C) Notwithstanding the provisions of divisions (A) and (B) of this section, the protection afforded to native wild birds within the established sanctuary does not extend to the following situations:
- (1) No bird classed as a pest under G.S. Ch. 113, Art. 22A and the Structural Pest Control Act of North Carolina of 1955 or the North Carolina Pesticide Law of 1971 is protected;
 - (2) A person may hunt, kill, trap, or otherwise take any bird pursuant to a permit issued by the North Carolina Wildlife Resources Commission under G.S. § 113-274(c)(1a) or under any other license or permit of the Wildlife Resources Commission specifically made valid for use in taking birds within the city limits; and
 - (3) The use of a firearm for hunting ducks and dark geese (includes Canada geese and white-fronted geese) is permitted at Lake Reese when such hunting is undertaken in compliance with § 91.10 of the Code of Asheboro.

§ 91.09 **SIGNS ERECTED BY BIRD CLUBS.**

Bird clubs in the city are hereby granted permission to erect artistic signs, giving notice of the regulations provided in this chapter, at such places and of such design as may be approved by the Public Works Director.

§ 91.10 **USE OF FIREARMS AT LAKE REESE.**

- (A) In its discretion, the city council may approve specific date(s) and time(s) each year when the hunting of ducks and dark geese (including Canada geese and white-fronted geese) is allowed upon the waters of Lake Reese.
- (B) During the date(s) and time(s) of the hunting season authorized by the city council in accordance with division (A) of this section, the use of a gun for the limited purpose of hunting ducks and dark geese (including Canada geese and white-fronted geese) upon the waters of Lake Reese is permitted. Any guns and ammunition used for such hunting shall comply with all applicable state and federal regulations.

§ 91.11 **HUNTING PROHIBITED ON PROPERTY BEYOND THE CITY LIMITS.**

- (A) No person shall intentionally hunt, trap, or snare, with or without firearms, animals on any city-owned property that is located outside the city limits.
- (B) Notwithstanding division (A) of this section, the following activities are permitted on city-owned property located outside the city limits:
 - (1) Fishing that is conducted in accordance with all applicable federal, state, and local statutes, ordinances, and regulations, specifically including without limitation the regulations adopted by the city's recreation services department, is permitted upon the waters of Lake Reese and Lake Lucas;
 - (2) Duck and dark geese (including Canada geese and white-fronted geese) hunting is permitted upon the waters of Lake Reese only during the date(s) and time(s) established by the City Council prior to the season opening each year; and
 - (3) City employees and/or contractors may hunt, trap, or snare animals in compliance with the adopted rules and regulations of the North Carolina Wildlife Resources Commission when such action is deemed necessary by the city manager in order to ensure the safe and efficient operation of city-owned infrastructure.

§ 91.12 **ABANDONED ANIMALS**

- (A) It shall be unlawful for any person owning, possessing, or harboring an animal to abandon that animal.
- (B) If the animal control unit finds that an animal has been abandoned, the animal may be impounded. If the animal has been abandoned in a house or within a fenced area, the unit must make a reasonable effort to locate the owner or manager of the property. If the property owner or manager is not the animal owner, then the unit shall secure permission to remove the animal from the person who occupies the property. If the person who occupies the property is the animal owner and cannot be located or refuses to give permission to remove the animal, the animal control officer shall secure an appropriate warrant to seize the animal.
- (C) An animal seized pursuant to this section shall be impounded as provided in § 91.07.

§ 91.13 **WILD AND DANGEROUS ANIMALS**

- (A) It is unlawful for any person to possess or harbor a wild and dangerous animal or their hybrids.
- (B) Wild and dangerous animals privately owned and maintained within the city limits on or before April 1, 2012 may remain in the city, but such wild and dangerous animals must be registered with the animal control section of the Randolph County Health Department. Furthermore, at the time of registration, owners must submit a recapture plan in the event their animal escapes. Breeding or allowing the reproduction of wild and dangerous animals is prohibited.
- (C) Escapes of wild and dangerous animals must be immediately reported to 911 emergency communications.
- (D) Owners are liable for costs to agencies associated with the recapture of an escaped wild and dangerous animal.

(E) In order for the owner of a wild and dangerous animal registered in compliance with division (B) of this section to lawfully house such an animal within the city, strict compliance must be maintained at all times with the following requirements:

- (1) The enclosure housing the animal must securely contain the animal, including secondary containment from escape;
- (2) The enclosure housing the animal must be adequately ventilated, cooled, heated, lighted, and constructed so that it may be kept in a clean and sanitary condition;
- (3) The enclosure housing the animal must be compliant with the Asheboro Zoning Ordinance;
- (4) The physical and psychological health and well-being of the animal must not be endangered by the manner of confinement;
- (5) The keeper/caregiver must have adequate knowledge of the nutritional, physical, and behavioral needs of the species in his or her care; and
- (6) The owner/caregiver must be able to identify the veterinarian providing medical care for the animal.

§ 91.14 **EXOTIC REPTILES.**

- (A) Individuals must be greater than 18 years of age to own a venomous exotic reptile or an exotic reptile weighing in excess of 40 pounds.
- (B) Owners are required to report to 911 emergency communications any escapes of venomous exotic reptiles and exotic reptiles weighing in excess of 40 pounds.
- (C) It is unlawful for exotic reptiles to run loose unsupervised.
- (D) Owners are required to register venomous exotic reptiles with the animal control section of the Randolph County Health Department which notifies 911 emergency communications of the location of venomous reptiles in order to protect rescue workers and the public during any emergency situations.
- (E) Owners are liable for costs to agencies associated with the recapture of an escaped exotic reptile.

§ 91.15 **EXOTIC MAMMALS.**

- (A) It is unlawful for any person to possess, sell, or harbor an exotic mammal or their hybrids.
- (B) Exotic mammals privately owned prior to any embargo or protection orders may remain in the city if so allowed by the order, but such animals must be registered with the animal control section of the Randolph County Health Department.
- (C) Breeding or allowing the reproduction of exotic mammals is prohibited.

§ 91.16 **ANIMAL BITE AND NOTIFICATION; RABIES CONTROL.**

- (A) It is unlawful for an animal to bite a human being who does not ordinarily reside on the premises of the animal unless the animal has been subject to provocation or unless the victim has been trespassing.
- (B) It is unlawful for a person to fail to report to the animal control unit as soon as possible that an animal has bitten a person.
- (C) It is unlawful for any person to fail to inform the animal control unit of the location to which an animal that has bitten a human being has been taken if the owner has given the animal away, or caused in any way the animal to be taken from the owner's premises.
- (D) The animal control unit shall ensure that all bite notifications are forwarded to the Randolph County Health Department and shall fully cooperate, assist, and strictly comply with all of the rabies control measures required by all applicable state laws and regulations, the county animal control ordinance, specifically including without limitation the county ordinance's quarantine and confinement/destruction measures, and any orders issued by the Randolph County Health Director.
- (E) In furtherance of the prevention component of rabies control, the following prevention measures are required. It is unlawful for an owner to fail to comply with the following requirements:
 - (1) In accordance with state law, the owner of every dog, cat, and ferret over four months of age shall have the animal vaccinated against rabies. The time or times of vaccination shall

be established by the North Carolina Commission for Health Services, or any successor entity to this Commission;

- (2) As required by G.S. 130A-190(a), dogs and cats shall wear rabies vaccination tags at all times. The rabies vaccination tag shall show the year issued, a vaccination number, the words "North Carolina" or the initials "N.C.," and the words "rabies vaccine;" and
- (3) Ferrets are not required to wear the rabies inoculation tags, but the owner of a ferret shall maintain the tag or the rabies vaccination certificate as written evidence to prove the ferret has a current rabies inoculation and shall produce such tag or certificate as requested by animal control and as otherwise required by law.

§ 91.17 **DANGEROUS DOGS**

- (A) In order to fully and effectively implement the provisions of G.S. Ch. 67, Art. 1A pertaining to dangerous dogs, the Randolph County Health Director is hereby designated as the person responsible for determining within the city when a dog is dangerous or potentially dangerous. The appeals board to hear any appeal from such a decision by the Randolph County Health Director is the appeals board established pursuant to and in accordance with the county animal control ordinance.
- (B) Any and all additional requirements established in the county animal control ordinance for dangerous and potentially dangerous dogs are to be fully implemented within the city.
- (C) The chief is to provide full cooperation and assistance to the Randolph County Health Director with implementing G.S. Ch. 67, Art. 1A and the county animal control ordinance in relation to dangerous dogs and potentially dangerous dogs.

§ 91.18 **NUISANCE ANIMALS.**

- (A) It is unlawful for any person to own, keep, possess, harbor, or maintain an animal or group of animals in such a manner as to unreasonably annoy humans, endanger the life or health of other persons or animals, or substantially interfere with the rights of other citizens to the enjoyment of life or property. By way of example and not of limitation, the following activities are hereby declared to be a public nuisance and are, therefore, unlawful:
 - (1) Allowing an animal to get into or turn over waste or garbage containers;
 - (2) Allowing an animal to repeatedly walk on or sleep on the automobile of another;
 - (3) Allowing an animal to damage the real or personal property of anyone other than its owner;
 - (4) Allowing an animal to repeatedly be or run at large;
 - (5) Maintaining an animal in an unsanitary condition so as to render the animal noxious or offensive to sight or smell;
 - (6) Not confining an animal to a building or secure enclosure while the animal is in estrus;
 - (7) Maintaining an animal that is vicious or failing to effectively prevent an animal from chasing, snapping at, attacking, or otherwise molesting others, including pedestrians, bicyclists, motor vehicle passengers, or domestic animals;
 - (8) Allowing or permitting an animal or group of animals to make frequent or long continued sounds, including barking, whining, screeching, calling, howling, or yowling in an excessive, continuous, habitual, or untimely fashion; or to make other noise in such a manner and at such intervals so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises (such sounds shall be collectively referred to as "annoying sound"). For illustrative purposes and without limitation, any such sound made by cats or dogs for more than 15 minutes during any 30 minute period shall be deemed to be an annoying sound. The normal clucking of chickens that are otherwise kept in accordance with the provisions of the Code of Asheboro shall not constitute an annoying sound. Any person owning, using, or possessing premises affected by an annoying sound ("person annoyed by sounds") shall follow the procedures specified in division (E) below;
 - (9) Housing or restraining an animal less than five feet from a public street, road, or sidewalk such that the animal, without provocation, molests, attacks, or otherwise interferes with the freedom of movement of persons in a public right of way, or the location of the animal poses a threat to the general safety, health, and welfare of the general public;
 - (10) Keeping an animal that is diseased and creating a threat to the public health; and

- (11) Keeping or maintaining an animal or group of animals in such a manner as to attract excessive insects, pests, rodents, raccoons, snakes, or other wild animals.
- (B) Upon the initiative of an animal control officer or upon receipt of a detailed complaint made to the animal control unit by any of the city's residents that any person is maintaining a nuisance animal or animals, the animal control unit may cause the owner of the animal or animals in question to be notified that a complaint has been received and may cause the situation complained of to be investigated and a report and findings thereon to be reduced to writing by the investigating animal control officer. Notwithstanding any other provision in this section, any person other than an animal control officer who wants to initiate a complaint pertaining to a nuisance animal or group of animals engaged in the activity described in division (A)(8) above shall follow the procedures specified in division (E) below.
- (C) If the written findings of the investigating animal control officer indicate that the complaint is justified, then the chief or designee shall cause the owner or keeper of the animal or animals in question to be so notified in writing, served by personal delivery or by certified mail, return receipt requested, and ordered to abate such nuisance within a reasonable time that is not to exceed 7 days after notification. A citation may, in the discretion of the animal control unit, be issued at the same time for a violation of this chapter or any other animal control law. The chief may specify the particular abatement measures that must be taken, which measures may include, but are not limited to, a requirement that the animal be penned or that a secure enclosure be erected or improved. In the event the owner of the animal is unknown and cannot be ascertained, the notice and order, along with a general description of the animal, shall be published in a local newspaper.
- (D) If any person actually or constructively receiving notice in the manner herein described shall fail or refuse to abate the nuisance upon order of the chief within the specified time, the chief may cause any of the remedies and enforcement measures authorized by this chapter to be utilized in order to bring about an abatement of the nuisance.
- (E) If a complaint pertains to annoying sound, the person annoyed by the sound shall follow the procedures specified below:
- (1) Upon receipt of a detailed written and signed complaint by the person annoyed by the sound, the animal control unit shall provide written notice to the owner or possessor of the premises on which the animal(s) making an annoying sound is maintained ("animal owner") that a complaint has been received about the animal's (animals') annoying sound. The notice shall detail the complaint and may make suggestions on ways to correct the situation;
- (2) Upon receipt of such notice of complaint, the animal owner shall cure the violation. If the violation is not cured, or if a second complaint is made to the animal control unit about the same animal(s) within any 6 month period, the animal control unit shall cause the animal owner to be served with an order to abate the annoying sound within a reasonable period of time, not to exceed 7 days ("Abatement Order"). Such notice shall be served by personal delivery or by certified mail, return receipt requested; and
- (3) If the original complainant, or any other affected person notifies the animal control unit that the animal owner has failed or refuses to abate the annoying sound as provided in the Abatement Order, the animal control unit shall investigate and may utilize any of the remedies and enforcement measures authorized by this chapter to bring about an abatement of the nuisance.
- (F) Nothing in this section shall prevent a private citizen from bringing an action at any time against an animal owner.

§ 91.19 DISPOSAL OF CARCASSES.

The bodies of dead animals, or the parts of any dead animals, shall be removed from the city immediately or no later than 24 hours of known death and shall be disposed of by incineration, burial, or transportation to a rendering plant. If a carcass is buried, it shall be buried at a depth of not less than 3 feet below the surface of the ground and shall not be buried within 300 feet of a stream or body of water.

§ 91.20 ANIMAL ABUSE PROHIBITED.

- (A) All animals shall be kept and treated under sanitary and humane conditions, and it shall be unlawful for any owner to engage in one or more of the following acts:
- (1) Failing to provide adequate feed, water, and shelter for an animal;
- (2) Confining an animal in a storage room, shed, or other building without proper ventilation and access to natural light;

- (3) Failing to keep an animal under sanitary and humane conditions that promote the animal's health and general welfare and which maintain a condition of good order and cleanliness that reduces the possibility of the transmission of disease;
 - (4) Failing or refusing to provide adequate medical attention for any sick, diseased, or injured animal;
 - (5) Poisoning or exposing a domestic animal to any known poisonous substance or mixing a poisonous substance with food so that it will likely be eaten by a domestic animal. This prohibition does not include attempts or acts of persons to lawfully rid their own property of mice or rats or other vermin, nor does it include other acts permitted by the North Carolina Wildlife Resources Commission;
 - (6) Allowing a collar, rope, or chain to become embedded in or cause injury to an animal's neck, or allowing a choke or pinch collar to be used as a primary collar on an unsupervised animal;
 - (7) Allowing an animal to be chained or tethered such that the animal is not confined to the owner's property or such that the chain or tether can become entangled and prevent the animal from moving about freely, lying down comfortably, or having access to adequate food, water, and shelter; and
 - (8) Placing or confining an animal or allowing an animal to be placed or confined in a motor vehicle under such conditions or for such a period of time as to endanger the health or well-being of such animal due to temperature, lack of food or drink, or such other conditions as may reasonably be expected to cause suffering, disability, or death.
- (B) Nothing in this section shall be deemed to prohibit the following activities:
- (1) The humane transportation of horses, cattle, sheep, poultry, or other livestock in trailers or other vehicles designed, constructed, and adequate for the size and number of animals being transported;
 - (2) Nothing in this section shall be construed to prohibit the animal control unit, law enforcement officers, employees of the Randolph County Health Department, or veterinarians from euthanizing dangerous, unwanted, injured, or diseased animals in a humane manner; and
 - (3) Nothing in this section shall be construed to prohibit slaughterhouses or medical facilities from the proper, humane, and lawful carrying out of their activities or duties.
- (C) The animal control unit shall have the authority to conduct inspections of pet shops, kennels, dealers, or breeders, to the extent not preempted by state law, in order to determine if there is any abuse of animals. It shall be unlawful for any owner or employee of any pet shop or kennel or any dealers or breeders to violate this section.

§ 91.21 PROHIBITION OF DOMESTIC ANIMALS AT LARGE

It is unlawful for the owner of any domestic animal to allow such animal to be or run at large in the city or on any city property.

§ 91.22 CONFINEMENT OF FEMALE DOGS AND CATS IN ESTRUS.

Every female dog and cat, while in estrus, shall be confined in a building or secure enclosure in such manner that she will not be in contact with another dog or cat, as the case may be, nor create a nuisance by attracting other animals; provided, this section shall not be construed to prohibit the intentional breeding of animals within an enclosed area on the premises of the owner of an animal being bred.

§ 91.23 RESPONSIBILITY FOR ANIMALS ON PUBLIC PROPERTY AND THE PROPERTY OF OTHERS.

It shall be unlawful for the owner or custodian of an animal to fail to remove feces deposited by the animal on either of the following types of property:

- (A) Any public street, sidewalk, gutter, park, or other publicly owned property; or
- (B) Any property owned or legally controlled by another person or entity that has not given permission for entry onto the property by the animal that defecated on the property.

§ 91.24 MAXIMUM NUMBER OF DOGS ON PREMISES.

- (A) It shall be unlawful for any person to keep or maintain more than 3 dogs per household on any parcel of land or zoning lot having less than 30,000 square feet, and an additional 7,000 square feet shall be required for each additional dog. A total of no more than 5 dogs per household shall

be allowed on any parcel of land or zoning lot within the city limits regardless of square footage.

- (B) The limitation prescribed by this Section on the number of dogs per household on a single parcel of land or zoning lot shall not apply to dogs that are less than 6 months of age.
- (C) Notwithstanding the preceding provisions, and subject to the limitation that, on or after April 1, 2012, no new or additional dogs that would increase or perpetuate the noncompliance of a household with this Section may be kept or maintained in a household, any dog lawfully kept or maintained as part of a household located within the corporate limits of the City of Asheboro prior to April 1, 2012 may continue to be kept or maintained as part of the same household for the remainder of the dog's life.

§ 91.25 **MAXIMUM NUMBER OF CATS ON PREMISES.**

- (A) It shall be unlawful for any person to keep or maintain more than 3 cats per household on any parcel of land or zoning lot having less than 30,000 square feet, and an additional 7,000 square feet shall be required for each additional cat. A total of no more than 5 cats per household shall be allowed on any parcel of land or zoning lot within the city limits regardless of square footage.
- (B) The limitation prescribed by this Section on the number of cats per household on a single parcel of land or zoning lot shall not apply to cats that are less than 6 months of age.
- (C) Notwithstanding the preceding provisions, and subject to the limitation that, on or after April 1, 2012, no new or additional cats that would increase or perpetuate the noncompliance of a household with this Section may be kept or maintained in a household, any cat lawfully kept or maintained as part of a household located within the corporate limits of the City of Asheboro prior to April 1, 2012 may continue to be kept or maintained as part of the same household for the remainder of the cat's life.

§ 91.26 **KEEPING SWINE.**

- (A) Except as provided in division (B) of this section, it shall be unlawful for any person to keep any hogs, pigs, or swine within the city limits.
- (B) A person may have or keep no more than 2 miniature or potbellied pigs per household within the corporate limits of the city if the following conditions are satisfied:
- (1) The miniature or potbellied pig(s) must be provided with adequate shelter to protect the pig(s) from the elements.
 - (2) Any and all miniature or potbellied pigs kept or maintained in the City of Asheboro must be spayed or neutered.
 - (3) The owner of the miniature or potbellied pig(s) shall provide the pig(s) with access to food and clean water. Active measures shall be taken to limit the availability of this food and water to rodents, wild birds, and predators.
 - (4) If an outdoor pen or enclosure is utilized, the dimensions of such a pen or enclosure must be no less than 10 feet by 12 feet for 1 pig or no less than 16 feet by 16 feet for 2 pigs.
 - (5) No outdoor pen or enclosure, including without limitation fencing, used for sheltering or confining a miniature or potbellied pig is permitted within 30 feet of any property line or public street right-of-way line, and no such outdoor pen or enclosure may be located within 100 feet of a hospital, school, eating establishment, or dwelling other than the dwelling of the owner of the miniature or potbellied pig. These separation requirements are in addition to and not in lieu of the land use regulations prescribed by the Asheboro Zoning Ordinance. No provision in this chapter shall be construed or interpreted in any manner that preempts or impacts the application of the land use regulations found in the Asheboro Zoning Ordinance.
 - (6) A pen or enclosure used for sheltering or confining a miniature or potbellied pig shall be kept clean, sanitary, and free from accumulations of animal excrement that cause an objectionable odor. Such a pen or enclosure shall be cleaned at least twice each week. All waste material removed from a pen or enclosure used to shelter the miniature or potbellied pig shall be disposed of in a manner that is lawful, does not attract flies, and prevents any detectable odor at the property or street right-of-way line.
 - (7) All food kept for feeding the miniature or potbellied pig(s) shall be kept and stored in rat-free and rat proof containers, compartments, or rooms unless kept in a rat proof building.

§ 91.27 **KEEPING OF DOMESTIC FOWL.**

- (A) Up to 2 chicken hens or other fowl may be kept by a household within the corporate limits of the City of Asheboro so long as the fowl do not, by reason of noise, odor, or attraction of flies, become a nuisance or health hazard.
- (B) Between 3 and 8 chicken hens or other fowl may be kept on any single lot or parcel in the city if the following conditions are satisfied:
- (1) The fowl shall not be permitted to run at large and must be maintained in a coop or enclosure of suitable construction and size for the number of fowl maintained in the enclosure.
- (2) The fowl must be provided with adequate shelter for protection from the elements.
- (3) The owner of the fowl shall provide the animal with access to food and clean water. Active measures shall be taken to limit the availability of this food and water to rodents, wild birds, and predators.
- (4) No outdoor coop or enclosure used for keeping fowl is permitted within 30 feet of any property line or public street right-of-way line, and no such outdoor coop or enclosure may be located within 100 feet of a hospital, school, eating establishment, or dwelling other than the dwelling of the owner of the fowl. These separation requirements are in addition to and not in lieu of the land use regulations prescribed by the Asheboro Zoning Ordinance. No provision in this chapter shall be construed or interpreted in any manner that preempts or impacts the application of the land use regulations found in the Asheboro Zoning Ordinance.
- (5) A coop or enclosure used for keeping fowl shall be kept clean, sanitary, and free from accumulations of animal excrement that cause an objectionable odor. Such a pen or enclosure shall be cleaned at least twice each week. All waste material removed from a pen or enclosure used for keeping fowl shall be disposed of in a manner that is lawful, does not attract flies, and prevents any detectable odor at the property or street right-of-way line.
- (6) All food kept for feeding the fowl shall be kept and stored in rat-free and rat-proof containers, compartments, or rooms unless kept in a rat-proof building.
- (C) Due to the excessive noise created by the following animals, the keeping of roosters and geese is prohibited within the corporate limits of the City of Asheboro.

§ 91.28 **KEEPING OF HORSES, MULES, DONKEYS, COWS, AND GOATS REGULATED.**

It shall be unlawful for any person who owns, operates, or maintains a stable or enclosure in the city, in which horses, mules, donkeys, cows, or goats are kept, to keep such stable in an unclean or unsanitary condition. The person who owns, operates, or maintains such a stable or enclosure shall be responsible for providing for use within the stable or enclosure a bin or pit which shall be watertight and so arranged that it is fly-proof, or, alternatively, shall provide a watertight barrel with a close-fitting lid. Manure accumulating in such stable shall be placed in the bin, pit, or barrel each day and shall be removed from the premises of the owner at least every 5 days. Effective fly control methods such as the use of approved insecticide shall be practiced during the fly-breeding period from April 15 to November 1 of each year. All food kept for feeding the livestock shall be kept and stored in rat-free and rat-proof containers, compartments, or rooms unless kept in a rat-proof building.

§ 91.29 **LOCATION OF STABLES; TETHERING OF HORSES, MULES, DONKEYS, COWS, OR GOATS.**

No person shall locate or maintain upon any lot within the city any horse, mule, donkey, cow, or goat stable nearer than 150 feet to any hospital, school, eating establishment, or dwelling; nor shall any person tether or permit to graze or stand any horse, mule, donkey, cow, or goat within 50 feet of any such place.

§ 91.30 **ANIMALS PROHIBITED AT RANDOLPH ARTS GUILD'S ANNUAL FALL FESTIVAL.**

- (A) It is unlawful for any person to possess any animal(s) within the public areas of the city that are actively utilized for the Randolph Arts Guild's Annual Fall Festival, and it is also unlawful for any person with an animal within the public areas of the city that are actively utilized for the Randolph Arts Guild's Annual Fall Festival to fail to obey the command of a law enforcement officer or an animal control officer to remove such an animal from the area in which animals are prohibited by this section. Furthermore, except as provided by this section, it shall be unlawful for any person to actively encourage or facilitate the entry or continued presence of any animal(s) within the public areas of the city that are actively utilized for the Randolph Arts Guild's Annual Fall Festival.
- (B) Notwithstanding any other provision to the contrary, the prohibition of animals by this section is not applicable to the following animals:

- (1) Any assistance animal that is trained and/or may be used to assist a person with a disability, specifically including without limitation a "handicapped person" as defined in G.S. 168-1. The term "assistance animal" is not limited to a dog and includes any animal trained to assist a person with a disability.
- (2) Any law enforcement/public safety agency animal that is trained and may be used to assist a law enforcement/public safety officer in the performance of the officer's official duties.
- (C) The "public areas of the city that are actively utilized for the Randolph Arts Guild's Annual Fall Festival" are the streets, sidewalks, and public vehicular areas that fall within the perimeter demarcated by the closure, upon order of the city council, of Fayetteville Street from Salisbury Street to Kivett Street; North Street at Salisbury Street; Sunset Avenue at Church Street; Worth Street, Scarboro Street, East Academy Street, and Cranford Street at Cox Street; and West Academy Street at the entrance to the city parking lot.
- (D) The prohibition of animals from public areas of the city that are actively utilized for the Randolph Arts Guild's Annual Fall Festival is only in effect during those times when the Fall Festival is scheduled to be in actual operation.
- (E) The City Manager shall cause notices of the prohibition of animals from public areas of the city that are actively utilized for the Randolph Arts Guild's Annual Fall Festival to be prominently posted at the location of the street closures listed in division (C) above.

§ 91.31 EXCEPTIONS.

- (A) This chapter shall not apply to the lawful taking of animals under the jurisdiction and regulation of the North Carolina Wildlife Resources Commission; lawful activities of agencies conducting or sponsoring biomedical research or training; lawful activities of any law enforcement canine team in the performance of their duties; or the lawful destruction of any animal for the purpose of protecting domestic animals or humans.
- (B) Veterinary clinics and retail pet stores are not subject to the supplemental animal control regulations prescribed in §§ 91.24 through 91.28 of this chapter. The inapplicability of the supplemental regulations found in this chapter to these businesses does not impair or impact to any degree the applicability to these businesses of any other provision within this chapter or any other federal, state, or local law, ordinance, or regulation, including by way of illustration and not limitation the county animal control ordinance and the Asheboro Zoning Ordinance.

§ 91.32 REMEDIES AND PENALTIES.

- (A) The animal control unit must have ample authority to impose preventive measures, seize, and impound animals. Escalating fees and other sanctions authorized within this section are measures that have been adopted to protect the citizens of Asheboro and to declare that the ownership of animals entails publicly related responsibilities. When there is a violation of this chapter, the chief may take one or more of the courses of action set forth in this section. The chief may cause a complaint to be filed or any action to be brought on behalf of the city. Any such action shall be cumulative and shall not be deemed to be a bar to or a waiver of the right to institute any other civil or criminal proceeding for a violation of this chapter.
- (B) Any person who violates the provisions of this chapter is guilty of a misdemeanor as provided by G.S. § 14-4 and shall be fined not more than \$500. Payment of a fine imposed in a criminal proceeding initiated pursuant to this chapter does not relieve a person of his or her liability for fees imposed by this chapter or any other law or ordinance, specifically including without limitation fees imposed by the county animal control ordinance as a consequence of the impoundment of an animal at the animal shelter.
- (C) Pursuant to and consistent with G.S. 160A-175, enforcement of the provisions found in this chapter may include any appropriate equitable remedy, injunction, or order of abatement issuing from a court of competent jurisdiction.
- (D) In addition to or in lieu of any criminal penalties and other sanctions provided in this chapter and any other applicable law, ordinance, or regulation, a violation of the provisions found in this chapter may also subject the offender to the civil penalties hereinafter set forth:
 - (1) An animal control officer may issue to the owner or possessor of any animal, or any other violator of this chapter, a written warning or a civil penalty citation giving notice of the alleged violation(s). Written warnings or civil penalty citations so issued may be served on the person charged with a violation by means of personal delivery by the animal control officer or mailed by certified or registered mail, return receipt requested, to the last known address of the person charged;

- (2) Civil penalties shall be paid in full to the Asheboro Police Department within 15 business days of the receipt of the civil penalty citation that gives notice of the penalty that is due and payable. The civil penalty is in addition to any other costs or fees imposed by this chapter or any other law or ordinance, specifically including without limitation fees imposed by the county animal control ordinance as a consequence of the impoundment of an animal at the animal shelter;
- (3) In the event that the owner or possessor of an animal or other violator of this chapter does not pay the applicable civil penalty within the prescribed time period, a civil action may be commenced to recover the penalty and costs associated with the collection of the penalty. The chief, or the chief's designee, is expressly authorized to initiate and prosecute small claims actions in District Court to collect civil penalties and fees owed to the city as a consequence of violation(s) of this chapter. The chief may call on the city attorney for assistance as needed. In lieu of pursuing a civil action to collect the civil penalty, a criminal summons may be issued against the violator for violating this chapter, and, upon conviction, the violator shall be punished in accordance with state law for the misdemeanor offense of violating this chapter; and
- (4) In order to encourage responsible conduct, an owner shall be subject to escalating penalties for each violation of this chapter by the owner, regardless of whether the animal is the same animal, a different animal, or various animals belonging to the same owner. Each violation of this Chapter within a rolling 12-month period shall subject the owner to the following escalating civil penalties:

<u>Offense</u>	<u>Civil Penalty Amount</u>
<u>1st</u>	<u>\$35.00</u>
<u>2nd</u>	<u>\$50.00</u>
<u>3rd</u>	<u>\$100.00</u>
<u>4th and Subsequent Offenses</u>	<u>\$150.00</u>

- (E) Each violation of a specific provision of this chapter is considered a separate offense for purposes of this section.
- (F) Each day that a specific violation occurs is considered a separate offense for purposes of this section.
- (G) In addition to the above-listed remedies, domestic animals may be seized and impounded when found at large or as otherwise provided in this chapter. Furthermore, if conditions pose an immediate threat to the health or safety of the animal or the public, the animal control unit is authorized to seize and impound an animal. When an animal is seized, the following steps, at a minimum, must be taken:
 - (1) The animal control unit, or some other person designated by the chief, shall enter into a seized animal registry maintained by the police department a description of the animal that includes at least the breed, color, and sex of such animal and whether the animal was impounded or processed in some other manner; and
 - (2) Upon seizing an animal, a notice of seizure shall be left with the owner or affixed to the premises. If an animal is not from a particular premises but has an identification tag, the animal control officer shall cause a prompt and reasonable effort to be made to locate and notify the animal's owner.
- (H) Notwithstanding any other provision of this chapter, an animal that cannot be reasonably seized, retrieved, humanely trapped, or tranquilized may be humanely destroyed in the field upon the authorization of the chief; provided, however, an animal attacking a human being or pet may be summarily destroyed if, in the opinion of animal control, such destruction is necessary for the protection of life or property or for the public health and safety.
- (I) Nothing in this chapter shall be construed to prevent law enforcement officers of any kind from enforcing any of the provisions of this chapter or from exercising their authority as law enforcement officers.
- (J) Nothing in this chapter shall prevent a private citizen from bringing an action to abate a nuisance or from bringing an action for damage, loss, or injury to the private citizen or his or her property resulting from an animal being a nuisance.

§ 91.33 APPEALS.

(A) Any person, owner, or possessor affected by an action taken by the animal control unit may request a review of such action by filing a request for appeal with the city manager. The only exceptions to this right of appeal to the city manager are attempts to appeal an action taken by the animal control unit in compliance with a court order or to appeal an action that is pending in the criminal courts. Any appeal pertaining to a criminal case or an order from a judicial official must be addressed in accordance with laws and rules applicable to the court with jurisdiction to consider the matter for which judicial review is sought.

(B) Unless otherwise provided by law, a request for appeal must be made in writing and filed with the city manager, with a copy to the chief, within 10 business days of the action or decision complained of and must state with particularity the grounds for the appeal. An appeal hearing shall be scheduled and conducted by the city manager as soon as is practicable. Written notice of the date, time, and location of such a hearing will be mailed to the last known address of the person who filed the appeal.

(C) After conducting the hearing and considering the available evidence, the city manager may reverse or affirm, in whole or in part, the action taken by the animal control unit. The city manager may also modify the action(s) taken by the animal control officer. The city manager's decision is final, and there shall be no appeal from the decision of the city manager to the city council. The manager shall render a decision within 5 business days of the conclusion of the hearing. The decision shall be mailed to the person requesting the appeal and to the chief.

(D) If the manager's decision is against the person requesting the appeal, the animal control unit shall implement the action(s) upheld by the manager.

(E) If the decision is against the animal control unit, efforts to implement the action(s) under appeal shall immediately cease.

(F) A decision rendered by the manager applies only to the particular action(s) appealed, and such a decision does not preclude the animal control unit from taking enforcement action in response to a subsequent violation of the same provision or any other provision of this chapter.

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

ORDINANCE SECTION 3. This Ordinance shall take effect and be in force from and after February 1, 2015.

ORDINANCE SECTION 4. No action or proceeding of any nature (whether civil or criminal, administrative, or otherwise) pending at the effective date of this Ordinance shall be abated or otherwise affected by the adoption of this Ordinance.

ORDINANCE SECTION 5. If any section, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed to be a separate, distinct, and independent provision, and such a holding shall not affect the validity of the remaining portions thereof.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on the 8th day of January, 2015.

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

ATTEST:

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

14. Upcoming events that were announced by Mayor Smith:

- Chamber of Commerce Annual Meeting on Friday, January 16, 2015 at 6:30 p.m. at Pinewood Country Club.
- Senior Adult Center Ribbon Cutting on January 9, 2015 at 2:00 p.m.
- Annual Martin Luther King, Jr. Breakfast at 8:00 a.m.

There being no further business, the meeting was adjourned at 9:37 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk

David H. Smith, Mayor

Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on January 5, 2015

The Asheboro ABC Board met on January 5, 2015, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC.

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

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

The Board reviewed and there being no objection, approved the Minutes from the December 1, 2014, regular meeting.

Steve Knight and the GM reviewed Board finances and reported all finances remain consistent.

A discussion was had concerning ABC law enforcement activities in the Asheboro area. Bob Morrison inquired about preventative actions undertaken by law enforcement with regard to underage purchase of alcoholic beverages and if underage compliance checks are or should be performed. The GM discussed information he has obtained from the State ALE concerning the effectiveness of compliance checks and reviewed enforcement related statistical data submitted by the Asheboro PD's ABC officer. After discussion, the Board directed the GM obtain additional information for presentation to the Board at its next meeting.

Following the Internal Revenue Service's guidance notice last year that the Affordable Care Act prohibits the Board from reimbursing employees for healthcare cost with pre-taxed earnings, the Board increased affected employees salaries to cover post-taxed insurance premiums. This was intended to ensure employees did not incur additional out-of-pocket expenses to maintain their healthcare policies. A new IRS notice prohibits employers from reimbursing employees' for any healthcare plans, even with post-taxed earnings. The Board has the option of purchasing a group plan or to stop offering healthcare benefits. The GM researched healthcare providers and found that the costs for a group plan would at least double the Board's current costs of providing healthcare benefits. After discussion, the Chair moved that: *retroactive to January 1, 2015, payments currently given to affected employees for healthcare benefits be discontinued, that the affected employees be given salary increases equal to their current healthcare costs, that the GM develop an increased salary plan to cover future employees who would ordinarily receive such healthcare costs, and that the Board's budget be amended to cover the adjustments.* The motion was approved by the Board.

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

1. The Change-Fund Report ending December, 2014, was reviewed with nothing remarkable noted.
2. Asheboro ABC sales statistics comparing:
 - December 2014 sales with the previous month indicate:
 - An overall +48.5 change (all sales and tax collections)
 - December 2014 sales with sales from the same month last year indicate:
 - Retail Sales +10.8%
 - Mixed Beverage Sales: +12.6%
 - Sales Tax Collections: +10.7%
 - Overall Collections: +10.9%
 - December 2014 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: +9.3%
 - Mixed Beverage Bottle Sales: +15.9%
 - Overall Bottle Sales: +9.6%

Charts reflecting sales histories were handed out to Board members for review and discussion.

The next regular Asheboro ABC Board meeting will be held Monday, February 2, 2015, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board 2-2-15 
GM

J. Bruce Schwid
Stephen R. Knight
Robert Johnson

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

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

WHEREAS, after rendering honorable and valuable service to the City of Asheboro and its citizens since the date of his initial employment with the Asheboro Police Department on August 1, 1988, effective March 1, 2015, Chief of Police Ralph Wade Norton will begin his retirement from employment with the City of Asheboro; 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 Chief Norton for his dedicated service to the city by awarding to him, at a minimal monetary cost, the service side arm issued to the officer at the time of his retirement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that, effective March 1, 2015, in consideration of the combination of his dedicated service to the City of Asheboro and the payment to the City of Asheboro of one dollar (\$1.00), Ralph Wade Norton, upon a determination by the Interim Chief of Police that Mr. Norton is not ineligible to own, possess, or receive a firearm under the provisions of federal or North Carolina law, is to be awarded ownership of his city-issued service side arm (a Glock 23 Generation 4 with serial no. SFS912 and three magazines).

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on the 5th day of February, 2015.

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

ATTEST:

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



RZ-15-01 Rezone from B2 (General Commercial) to I2 (General Industrial)

(Terry Adkins: 160 Henley Country Road)

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-15**
-01

Date **1-5-2015 PB**

Applicant Terry Adkins

Legal Description

The property of Mc Mc Properties, LLC, located at 160 Henley Country Road, totaling approximately 1.35 acres (+/-) and more specifically identified by Randolph County Parcel Identification Number 7771267446

Requested Action Rezone from B2 (General Commercial to I2 General Industrial

Existing Zone B2

Land Development Plan See 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-15-01

Date 1/5/2015 Planning Bd.
2/5/2015 City Council

General Information

Applicant Terry Adkins

Address 160 Henley Country Road

City Asheboro NC 27203

Phone 336-736-7796

Location 160 Henley Country Road

Requested

Action

Rezone from B2 (General Commercial) to I2 (General Industrial)

Existing Zone B2

Existing Land Use Minor Motor Vehicle Repair

Size 1.35 acres (+/-)

Pin # 7771267446

Applicant's Reasons as stated on application

Area has seen industrial rezoning in recent years. Property is in an economic development area and the land use plan proposes an employment center.

Surrounding Land Use

North Industrial

East Single-family residential

South Commercial/Undeveloped residential (County)

West Single-family residential

Zoning History N/A

Legal Description

The property of Mc Mc Properties, LLC, located at 160 Henley Country Road, totaling approximately 1.35 acres (+/-) and more specifically identified by Randolph County Parcel Identification Number 7771267446

Analysis

1. The property has street frontage of three state-maintained major thoroughfares, US Hwy. 64 East, Henley Country Road, and East Presnell Street. The property is close to the interchange of the US Hwy. 64 Bypass.
2. The property is outside of the city limits. City water service is currently available to the property, however, sewer service is not available.
3. The Land Development Plan Growth Strategy Map designates this property as an "economic development area", described by the LDP 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."
4. The 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."
5. In order to develop the property consistent with the Employment Center designation in the LDP, all city services should be provided.
6. A mix of commercial, residential, and industrial uses are in the vicinity.
7. No site-specific uses or development plans are considered with the requested I2 district.

Rezoning Staff Report

RZ Case # RZ-15-01

Page 3

LDP Goals/Policies Which Do Not Support Request

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

Recommendation Approve

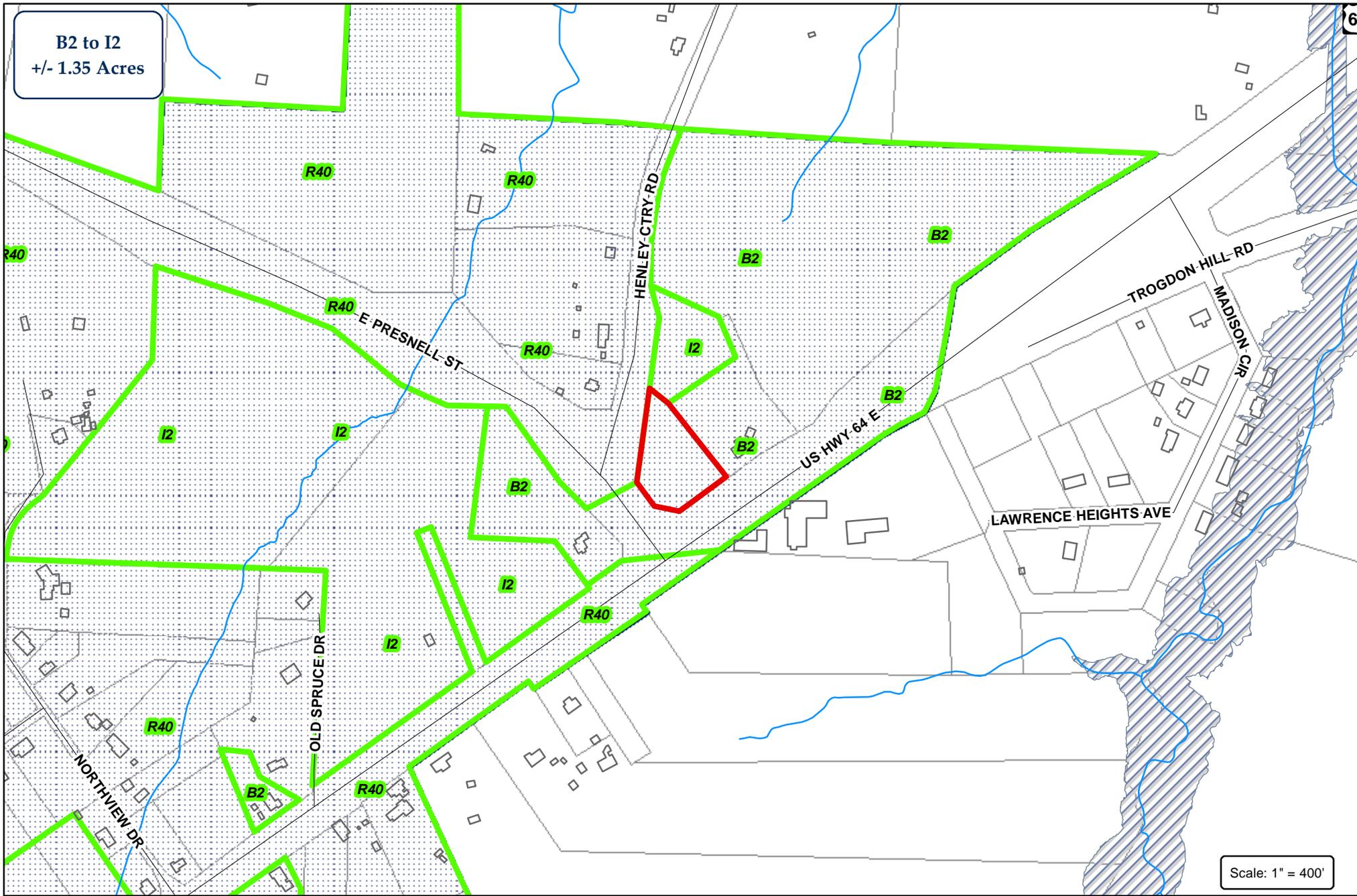
Reason for Recommendation

The property is designated by the Land Development Plan proposed land use map and East Small Area Plan as part of an employment center. The Land Development Plan toolkit incorporates a mix of office and institutional, commercial, and industrial uses into an employment center, and zoning the property for industrial use is consistent with this designation and may allow for additional economic development opportunities to be fully realized when the necessary infrastructure (i.e. public water and sewerage) becomes available. Additionally, recent rezoning activity in the area (including property that is contiguous to the North and property further west that have been rezoned to I2) demonstrate the increasingly industrial nature of the area. Considering these factors, staff believes that the rezoning request is generally within the public interest in supporting a reasonable use of property.

Evaluation of Consistency with Adopted Comprehensive Plans/Reasonableness and Public Interest

Considering the above factors, staff believes the I2 designation is in the public interest by allowing a reasonable use of the property and ensuring consistency with the Land Development Plan.

B2 to I2
+/- 1.35 Acres



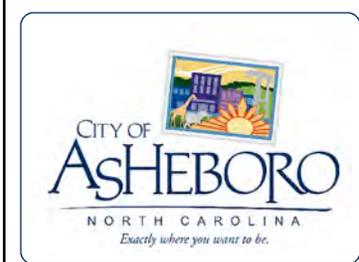
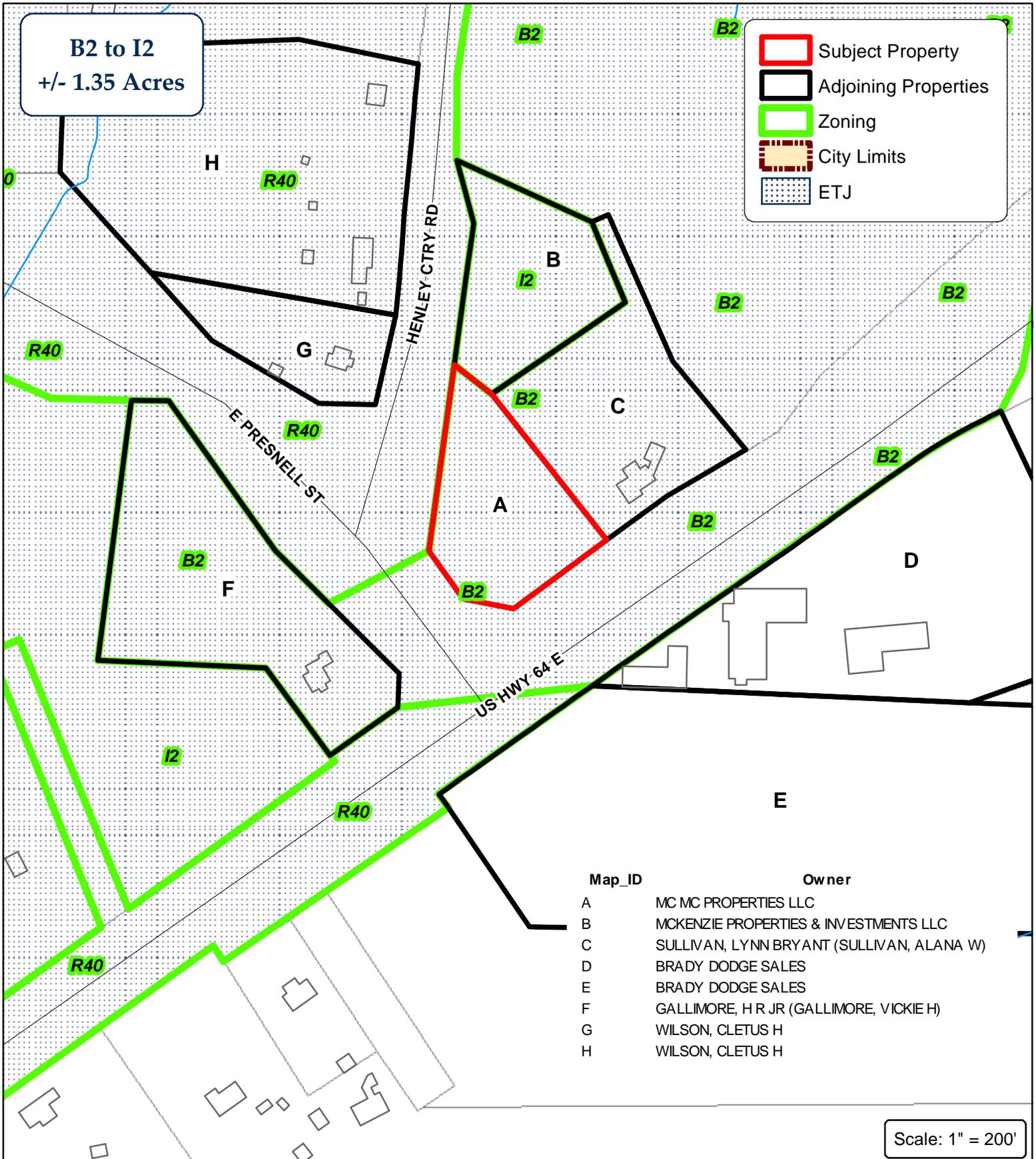
Scale: 1" = 400'



City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-15-01
Parcels: 7771267446

-  Subject Property
-  Zoning
-  City Limits
-  ETJ



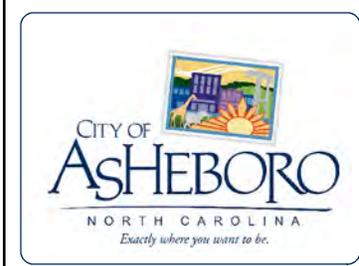
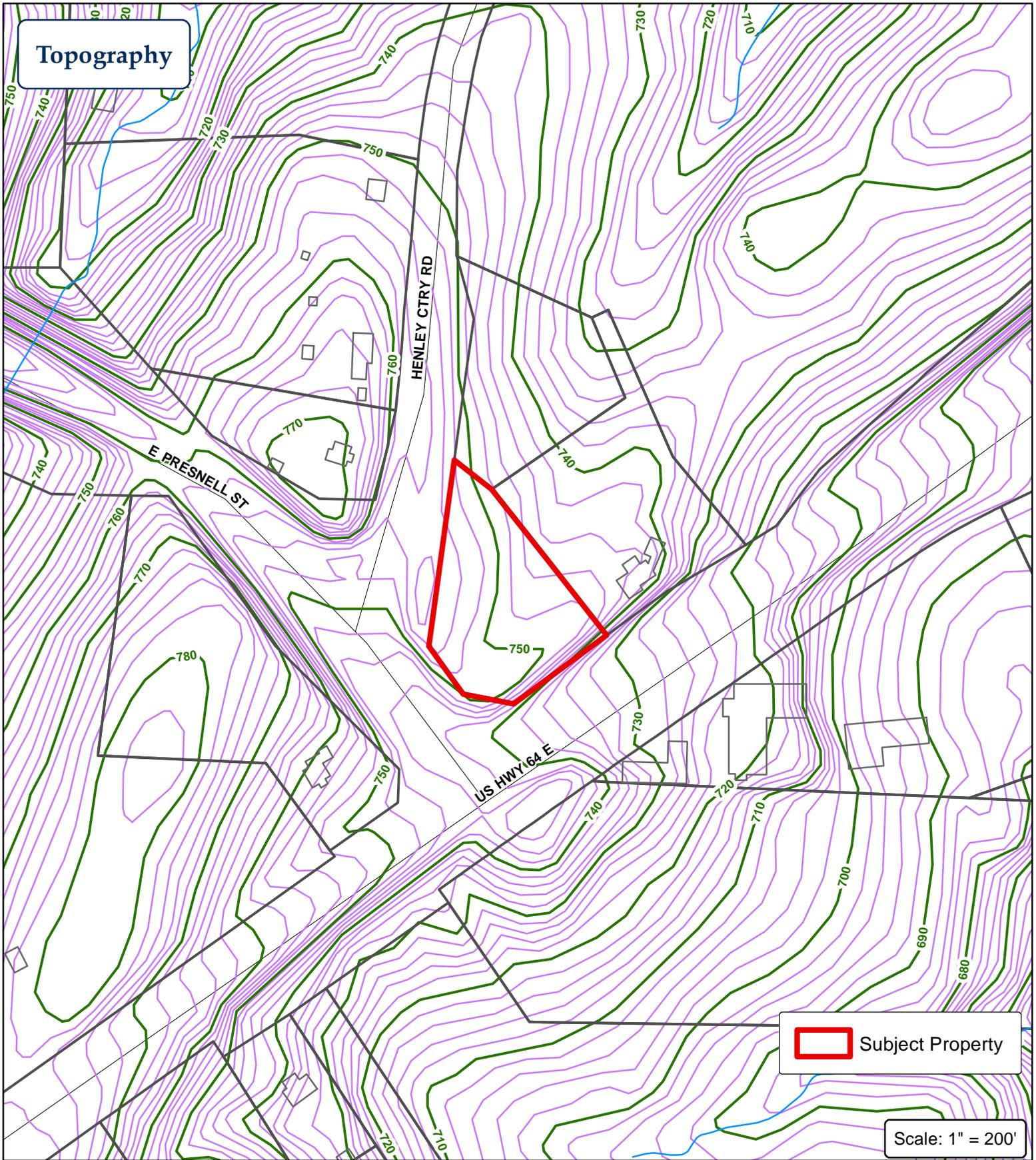


**City of Asheboro
 Planning & Zoning Department**

Rezoning Case: RZ-15-01

Parcels: 7771267446





City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-15-01
Parcels: 7771267446



Aerial



 Subject Property
 Zoning

Scale: 1" = 200'



City of Asheboro
Planning & Zoning Department

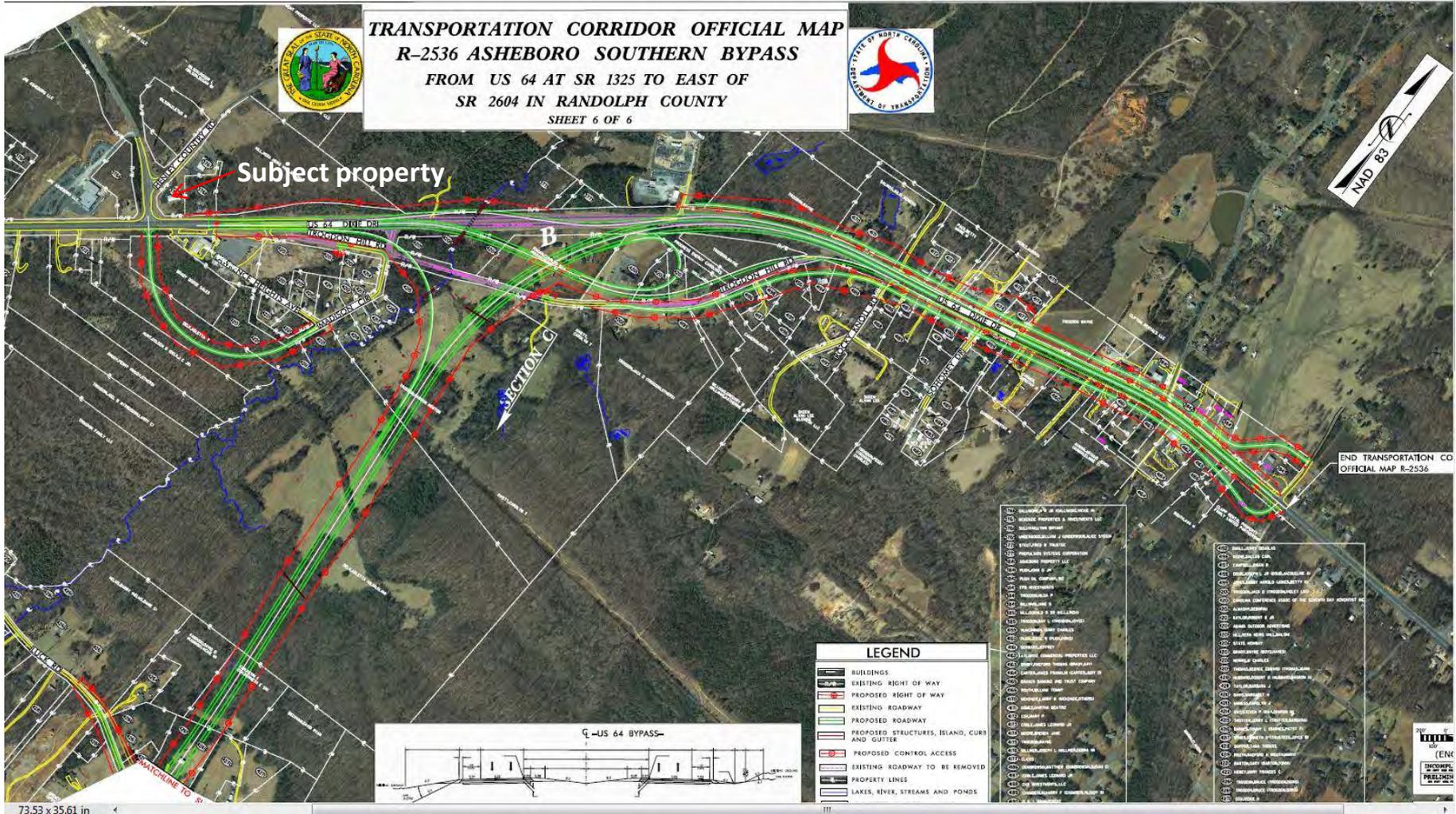
Rezoning Case: RZ-15-01

Parcels: 7771267446



Proposed US Hwy. 64 Bypass

Slide 6 of 18





RZ-15-02 Rezone from R40 (Low-Density Residential) and R10 (Medium-Density Residential) to I2 (General Industrial)

(Trollinger Investment Company: Gold Hill Road, Old Cedar Falls Road, Lansdowne Road)

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-15**
-02

Date **1-5-2015 PB**

Applicant Trollinger Investment Company c/o Mark Trollinger

Legal Description

The property of Trollinger Investment Co. located on the east side of Gold Hill Rd., east of 385 Gold Hill Rd., the west side of Old Cedar Falls Road, and the western terminus of Lansdowne Rd. The properties total approximately 5.06 acres (+/-), are identified by Randolph County Parcel Identification Numbers 7761569794, 7761670394, 7761670233, 7761579174, 7761671455, 7761660448, and 7761569378, and are recorded in PB 142, PG 54 of the Randolph County Public Registry.

Requested Action Rezone from R10 Medium-Density Residential and R40 Low-Density Residential to I2 General Industrial

Existing Zone R10/R40

Land Development Plan See staff report

Planning Board Recommendation

Approve (6-1 vote)

Reason for Recommendation

The Planning Board believed that the rezoning was appropriate due to the area becoming increasingly industrial and believed it was unlikely the property would be used for residential purposes.

Planning Board Comments

Rezoning Staff Report

RZ Case # **RZ-15-02**

Date 1/5/2015 PB

2/5/2015 CC

General Information

Applicant Trollinger Investment Company

Address 350 N. Cox Street. Suite 24

City Asheboro NC 27203

Phone 336-625-6033

Location east side of Gold Hill Road

Requested Action Rezone from R40 Low-Density Residential and R10 Medium-Density Residential to I2 General Industrial

Existing Zone R10/R40

Existing Land Use Undeveloped

Size 5.06 acres (+/-)

Pin # 7761569794, 7761670394, 7761670233, 7761579174, 7761671455, 7761660448, 7761569378

Applicant's Reasons as stated on application

See attached.

Surrounding Land Use

North Industrial (undeveloped)/Low Density Res.

East Single-family residential

South Industrial/Church

West Industrial

Zoning History N/A

Legal Description

The property of Trollinger Investment Co. located on the east side of Gold Hill Rd., east of 385 Gold Hill Rd., the west side of Old Cedar Falls Road, and the western terminus of Lansdowne Rd. The properties total approximately 5.06 acres (+/-), are identified by Randolph County Parcel Identification Numbers 7761569794, 7761670394, 7761670233, 7761579174, 7761671455, 7761660448, and 7761569378. and are recorded in PB 142. PG 54 of the Randolph County Public Registry.

Analysis

1. Gold Hill Road and Old Cedar Falls Road are both state-maintained minor thoroughfares. Lansdowne Road is a state maintained road serving single-family residential uses.
2. The property is located outside of the city limits. Properties along Old Cedar Falls Road and Lansdowne Road currently have access to water but not sewer service. Properties along Gold Hill Road do not have access to water or sewer service.
3. The Land Development Plan (LDP) designates the subject properties for neighborhood residential land use. An industrial designation and use is to the west of the subject property across Gold Hill Road. Properties to the east of and contiguous to the subject property is designated as neighborhood residential and are characterized as an established single-family residential neighborhood. Properties further east of the subject property are designated as an economic development area (EDA), and include a mixture of industrial (I2) and commercial (B2) zoning.
4. The LDP growth strategy map designates the 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, but in need of public infrastructure investment."
5. As stated by the zoning ordinance *the intent of the I2 Industrial Development District is to produce areas for intensive manufacturing, warehousing, processing and assembly uses, controlled by performance standards to limit the effect of such uses on adjacent districts.*

Rezoning Staff Report

RZ Case # RZ-15-02

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 Neighborhood Residential
Small Area Plan East
Growth Strategy Map Designation Economic Development

LDP Goals/Policies Which Support Request

Checklist Item #5: The proposed rezoning is compliant with the objectives of the Growth Strategy Map.

Checklist Item #9: Rezoning will benefit the economic vitality of City designated Economic Development Area.

Checklist Items #12-14: 12.) Property is located outside of the watershed area 13.) The property is located outside of Special Hazard Flood Area. 14.) Rezoning is not located on steep slopes of greater than 20%. (portion of property).

Rezoning Staff Report

RZ Case # RZ-15-02

Page 3

LDP Goals/Policies Which Do Not Support Request

Checklist Item 1: Rezoning is not compliant with the Proposed Land Use Map.

Checklist Item #10: Rezoning is not consistent with Land Category Descriptions

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

Checklist Items 14-15. 14.) Rezoning is located on steep slopes of greater than 20%. (portion of property)

15.) Rezoning is located on poor soils (per "Physical Development Limitations" map in LDP)*

* Staff Note Concerning Checklist Item 15: The LDP identified poor soils as a challenge to developing the property, regardless of the zoning district in which it is located.

However, it could be a significant factor limiting larger scale development, which is why it is identified.

Recommendation Deny

Reason for Recommendation

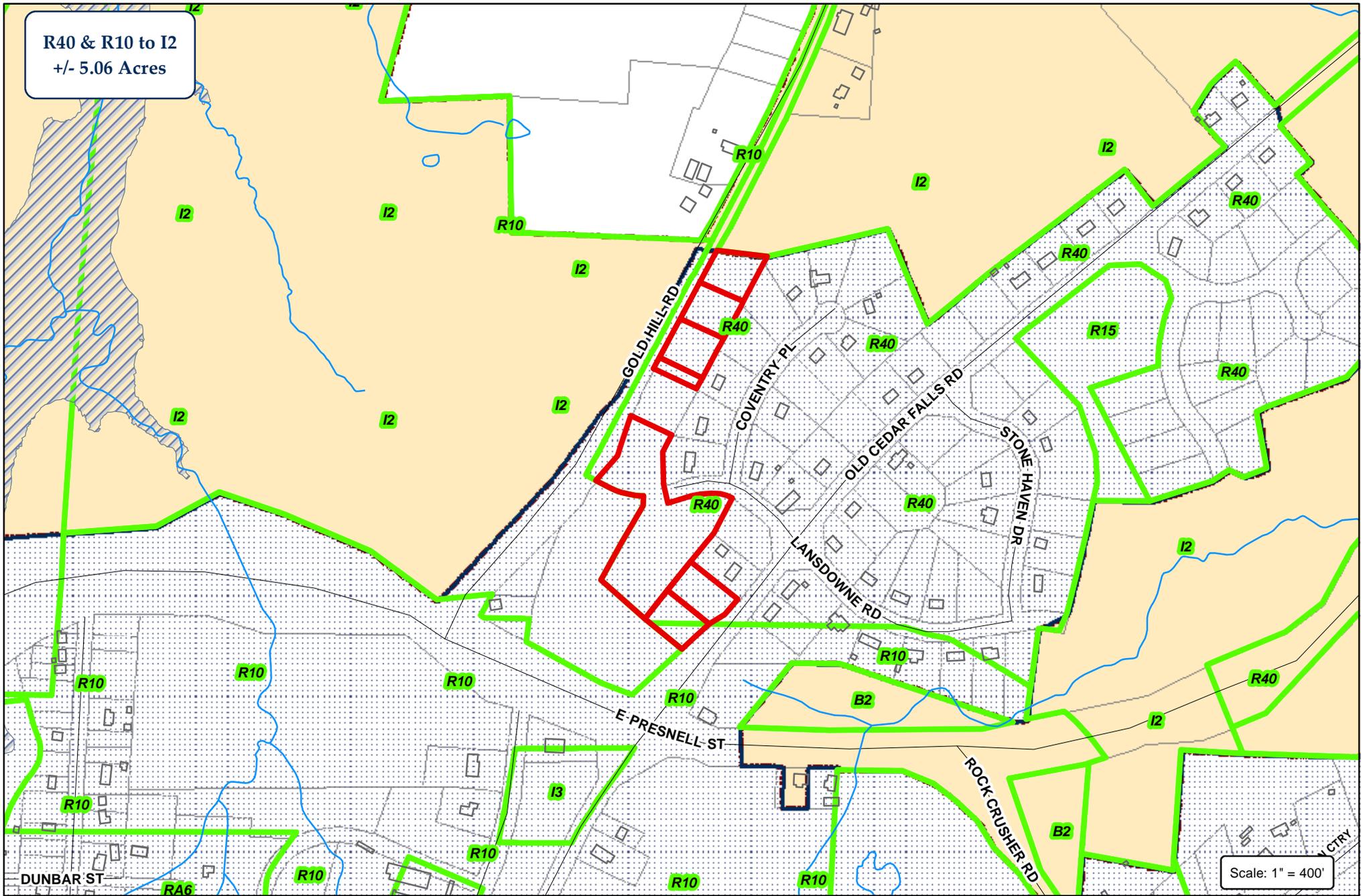
Several Land Development Plan (LDP) goals and policies support the request. The property is contiguous to industrial zoning and uses to the west and is designated as part of the economic development growth strategy area. Areas to the east have also seen rezoning activity in recent years, reflecting the increased potential for commercial and industrial development activity.

However, several LDP goals and policies are negative towards the request. The property is designated for neighborhood residential use, reflecting that the property is contiguous to an established residential neighborhood. The industrial land category description in the LDP emphasizes transitional uses to soften the impact industrial uses may have on adjacent residential uses. Compatibility with contiguous residential uses is uncertain if this general district I2 request is approved.

Evaluation of Consistency with Adopted Comprehensive Plans/Reasonableness and Public Interest

Considering the above factors, staff believes that the existing R40 (Low-Density Residential) and R10 (Medium-Density Residential) zoning is consistent with the adopted comprehensive Land Development Plan and is therefore reasonable and in the public interest.

R40 & R10 to I2
+/- 5.06 Acres



City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-15-02

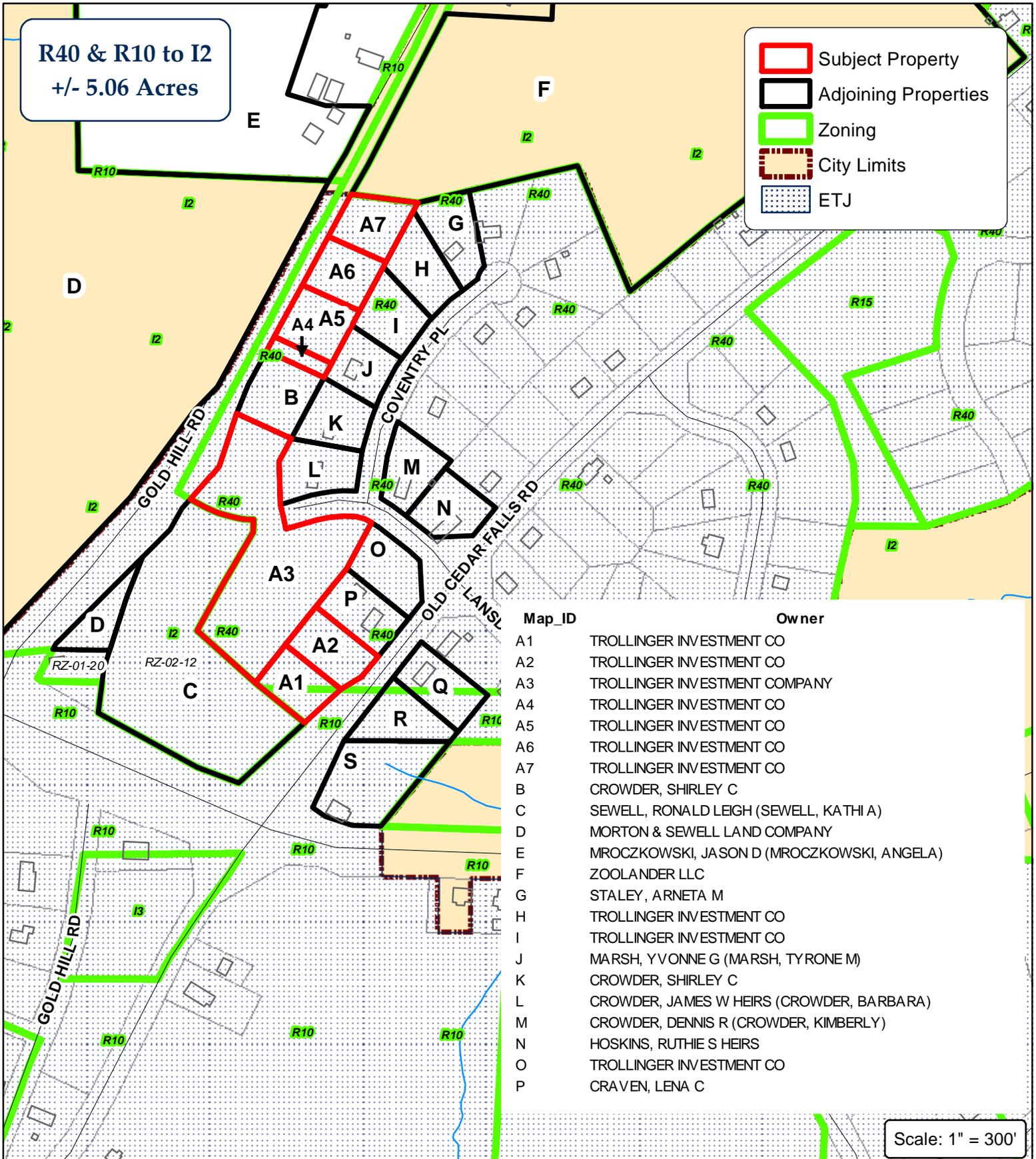
Parcels: 7761569794, 7761670394, 7761670233,
7761579174, 7761671455, 7761660448, 7761569378

- Subject Property
- Zoning
- City Limits
- ETJ



R40 & R10 to I2
+/- 5.06 Acres

-  Subject Property
-  Adjoining Properties
-  Zoning
-  City Limits
-  ETJ



Map_ID	Owner
A1	TROLLINGER INVESTMENT CO
A2	TROLLINGER INVESTMENT CO
A3	TROLLINGER INVESTMENT COMPANY
A4	TROLLINGER INVESTMENT CO
A5	TROLLINGER INVESTMENT CO
A6	TROLLINGER INVESTMENT CO
A7	TROLLINGER INVESTMENT CO
B	CROWDER, SHIRLEY C
C	SEWELL, RONALD LEIGH (SEWELL, KATHI A)
D	MORTON & SEWELL LAND COMPANY
E	MROCKZOWSKI, JASON D (MROCKZOWSKI, ANGELA)
F	ZOOLANDER LLC
G	STALEY, ARNETA M
H	TROLLINGER INVESTMENT CO
I	TROLLINGER INVESTMENT CO
J	MARSH, YVONNE G (MARSH, TYRONE M)
K	CROWDER, SHIRLEY C
L	CROWDER, JAMES W HEIRS (CROWDER, BARBARA)
M	CROWDER, DENNIS R (CROWDER, KIMBERLY)
N	HOSKINS, RUTHIE S HEIRS
O	TROLLINGER INVESTMENT CO
P	CRAVEN, LENA C

Scale: 1" = 300'



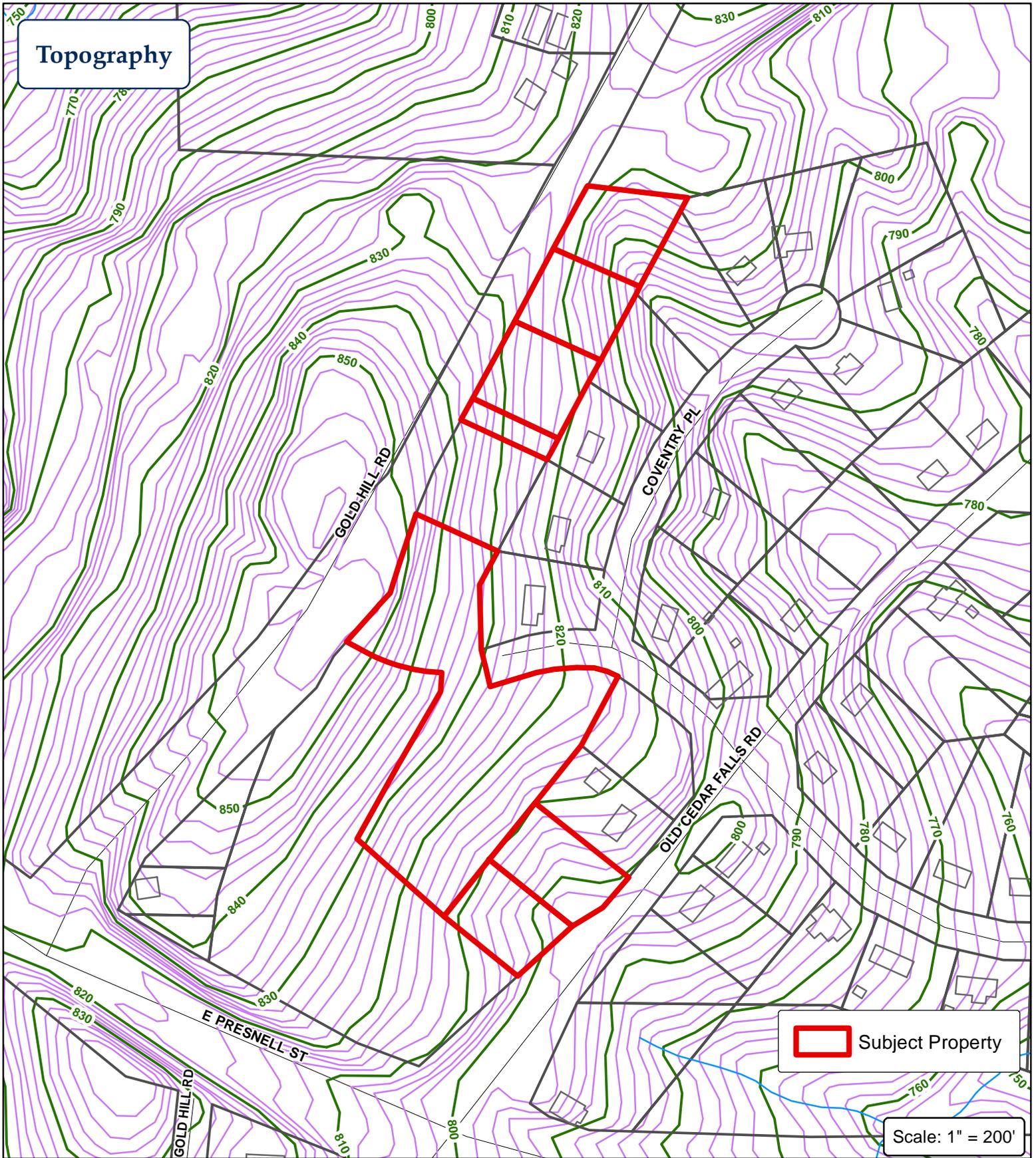
**City of Asheboro
Planning & Zoning Department**

Rezoning Case: RZ-15-02

Parcels: 7761569794, 7761670394, 7761670233,
7761579174, 7761671455, 7761660448, 7761569378



Topography



 Subject Property

Scale: 1" = 200'



**City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-15-02**

**Parcels: 7761569794, 7761670394, 7761670233,
7761579174, 7761671455, 7761660448, 7761569378**



Aerial



 Subject Property
 Zoning

Scale: 1" = 300'



City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-15-02

Parcels: 7761569794, 7761670394, 7761670233,
7761579174, 7761671455, 7761660448, 7761569378



RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

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

WHEREAS, the City of Asheboro Personnel Policies and Procedures Manual (hereinafter referred to as the “Manual”) was originally promulgated by the city manager and approved by resolution of the Asheboro City Council on March 4, 2004; and

WHEREAS, the city manager periodically receives recommendations from the human resources director and/or the personnel committee to update the Manual by eliminating recently identified areas of ambiguity and to reflect current best practices; and

WHEREAS, subsequent to October 1, 2014, which was the effective date of the most recent revision of the Manual, the human resources director and the personnel committee forwarded to the city manager recommendations to change the name of the Manual and to revise certain provisions within the following articles of the Manual: Article I (Unified Personnel System), Article III (Recruitment and Employment), Article IV (Payroll Administration), and Article V (Leaves of Absence); and

WHEREAS, the city manager agreed with these recommendations and, with the assistance of the human resources director, promulgated corresponding revisions of the Manual; and

WHEREAS, in addition to the name change for the Manual specified herein, the revisions promulgated by the city manager to the above-listed articles have been attached to this Resolution as EXHIBITS 1, 2, 3, and 4, and the said exhibits are hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, the members of the Asheboro City Council have concluded that the city manager’s decision to revise and update the policies that guide the city’s human resources system is consistent with the governing board’s adopted mission statement “to provide the citizens of Asheboro with excellence in leadership, fiscal management, and municipal services and to create meaningful and appropriate opportunities for citizen participation to improve the quality of life for all;”

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that it hereby concurs with the city manager’s decision to revise the name of the Manual from the City of Asheboro Personnel Policies and Procedures Manual to the City of Asheboro Employee Policies and Procedures Manual; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that it hereby concurs with the decision by the city manager to promulgate, with an effective date of March 1, 2015, the revisions to the City of Asheboro Employee Policies and Procedures Manual that are attached to this Resolution as EXHIBITS 1, 2, 3, and 4; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that all articles, sections, and provisions of the City of Asheboro Employee Policies and Procedures Manual (formerly known as the City of Asheboro Personnel Policies and Procedures Manual) that are not expressly addressed by this Resolution will continue in full force and effect without alteration.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 5th day of February, 2015.

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

ATTEST:

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

EXHIBIT 1

ARTICLE I. UNIFIED PERSONNEL HUMAN RESOURCES SYSTEM

Section 1. Administration

The city manager shall have the final responsibility for the administration of personnel employee policies and procedures. In addition, each supervisor and manager of the city has an affirmative duty to enforce the personnel employee policies and procedures.

Section 4. Supplementary Policies

Any and all municipal/departmental policies that are not contained herein and that impact the uniform personnel human resources system administered by the City of Asheboro shall subordinate to the policies found in this manual. In the event of a conflict, the policies found in the City of Asheboro Personnel Employee Policies and Procedures Manual shall control. Divisions/departments may develop additional supplemental policies and procedures to meet their unique personnel requirements. Such supplemental policies must be approved by the human resources director and the city manager. Additional policies must be approved by the Human Resources Director and/or City Manager and in the event such policies conflict with the policies established herein, such additional policies and procedures shall be void.

Section 8. Americans with Disabilities Act

The City of Asheboro prohibits any form of discrimination against persons with physical or mental disabilities. The city is committed to full compliance with the Americans with Disabilities Act.

Section 8-9. Employment of Relatives

The city prohibits the hiring of relatives within the same department; however, related persons may work for the city in different departments. When an issue pertaining to the employment of relatives within the same department arises subsequent to the hiring process, the permissibility of related persons working within the same department will be evaluated on a case-by-case basis. While not expressly prohibited, such a situation is discouraged. An employee may not serve as a direct supervisor for a related employee under any circumstances.

For the purpose of this section, relatives shall be deemed to include spouse, mother, father, guardian, children, sister, brother, grandparents, grandchildren, plus the various combinations of half, step, in-law, and adopted relationships that can be derived from those named.

Section 9-10. Implementation of Policies

All ~~personnel~~ employees, supervisory and line ~~personnel~~ employees alike, are hereby charged with the responsibility of continually reviewing the ~~personnel policies~~ employee policies and procedures found in this manual and ensuring that conduct and practices in the workplace conform to the ~~city's policies~~ guidelines found in this manual. Workplace practices or customs are to be constantly reviewed in order to make sure that a divergence does not develop between the workplace practices and the city's written policies. Without limiting the importance of other policies, specific attention is to be given to ensuring that safety policies and guidelines are properly observed, workplace violence is prevented, and equal employment opportunity based on reasonable job-related requirements is actively advocated and practiced to the end that no employee or applicant for employment shall suffer discrimination because of age, sex, race, color, religion, non-job related disability, genetic information, national origin, political affiliation, or military service.

EXHIBIT 2

ARTICLE III. RECRUITMENT AND EMPLOYMENT

Section 1. Recruitment and Employment Application Procedures

At the time of an employment vacancy, members of the human resources department, in consultation with the division/department head, will determine to what extent, if any, the vacancy should be advertised. All vacancy announcements distributed throughout the community will specify qualifying requirements and the pay range of the positions to be filled. Employment advertisements shall contain assurances of equal employment opportunities and shall comply with federal and state statutes regarding the prohibition of discrimination in employment matters ~~Equal Employment Opportunity and shall comply with Federal and State Statutes regarding discrimination in employment matters.~~

Upon inquiry, each individual interested in employment with the city shall be informed of all current job openings vacancies open to external candidates. In order to be considered for employment with the city, an individual must submit a written application on the form prescribed by the human resources department for current job vacancies only. ~~Any such form shall provide notice that North Carolina law, subject to certain exceptions for individuals who are seeking or hold any certifications issued by the North Carolina Criminal Justice Education and Training Standards Commission, allows applicants to not refer to any arrest, charge, or conviction that has been expunged. An applicant need not, in answer to any question concerning any arrest or criminal charge that has not resulted in a conviction, include a reference to or information concerning charges or convictions that have been expunged. An application shall not be denied solely because of the applicant's failure or refusal to disclose information concerning any arrest, criminal charge, or criminal conviction of the applicant that has been expunged.~~

In order to ensure that an accurate background check can be completed in the event a conditional offer of employment is extended to an individual, applicants for employment with the city shall, upon request, provide information that can be used to confirm the identity of the applicant with written consent to conduct the background check, including without limitation a check of the applicant's criminal history record information. The requested information may include, but is not limited to, the applicant's full name, documents such as a birth certificate or driver's license, and/or a completed applicant fingerprint card.

The request for written consent to conduct a background check shall include, at a minimum, notice that North Carolina law, subject to certain exceptions for individuals who are seeking or hold any certifications issued by the North Carolina Criminal Justice Education and Training Standards Commission, allows applicants to not refer to any arrest, charge, or conviction that has been expunged. An applicant need not, in answer to a question concerning any arrest or criminal charge that has not resulted in a conviction, include a reference to or information concerning charges or convictions that have been expunged. An applicant shall not be denied employment solely because

of the applicant's failure or refusal to disclose information concerning any arrest, criminal charge, or criminal conviction of the applicant that has been expunged.

Properly submitted applications shall be kept in an active file for six (6) months.

Applications will be kept active for each position opening identified on the application during the recruitment process. Once the positions identified on the application are filled, the application will be inactive. In order for an individual to be considered for any future job vacancies, a new application will have to be properly submitted to the city.

Qualified persons currently employed by the city shall receive first consideration for filling those vacancies that represent promotional opportunities via the internal posting process outlined below. Thus, not all position vacancies will be advertised and open to external candidates.

Persons dismissed by the city for unsatisfactory performance of duties or improper personal conduct may not be rehired.

Section 2. Initial Selection of a Candidate to Fill a Vacancy

(A) Upon learning of a future vacancy, the division/department head should **immediately** notify the human resources department, via telephone or in person, of the pertinent information concerning the vacancy.

(B) The human resources department, with guidance from the department head or division director, will complete a Request to Fill Vacancy Form and conduct a file search to review applications on file for potential candidates.

(C) The human resources department, with guidance from the department head or division director, will determine whether or not the vacancy should be advertised externally and posted accordingly. If external advertisement is deemed necessary, timelines for the closing of the announcement will then be established.

~~(D) The human resources department will receive and screen applications.~~

(D) The following guidelines are applicable to the posting of job vacancies:

(1) *Internal Postings.* Positions are to be posted internally for a minimum of 5 working days for promotional considerations. The human resources department will generate the internal posting for distribution upon notification of the vacancy. When a vacancy for a position occurs within a department, employees who meet the minimum qualifications may apply for that position. Internal postings may be department specific or city-wide.

(2) *External Postings.* Positions which are advertised externally shall be advertised (open to recruitment) for a minimum of 5 working days. When circumstances warrant, the 5-working day internal and external vacancy announcements may be

posted concurrently. All positions advertised externally will be posted on the city's website and with the local office of the division of employment security and, as determined to be appropriate, advertised through media and other professional sources.

(E) The human resources department will receive and screen applications. All applications must be channeled through the human resources department in order for the application to be given consideration for employment. Applications will only be accepted for advertised openings. All persons expressing interest in employment with the city shall be given the opportunity to file an application for employment if a current vacancy exists. A person may apply for up to 3 current vacancies using the same application form.

(E) (F) All qualified candidates will be interviewed by the human resources department. The human resources department will conduct a screening interview for the best qualified candidates.

(F) (G) The names of these candidates will then be referred to the department head and/or designee for screening and possible interview. A final list of pre-screened candidates will then be referred to the division/department head and/or designee.

(G) (H) The division/department head and/or designee will interview and select a candidate from the individuals suggested or request that the search process for a candidate be continued.

(H) Notwithstanding any other provision in this Section, divisions or departments of the city, in consultation with the human resources director and with the approval of the city manager, may utilize a modified screening and selection procedure when such a modification is necessary to comply with occupational licensing board requirements applicable to the position that the division director or department head is attempting to fill.

(I) Notwithstanding any other provision, the following exceptions to the procedures specified herein are hereby recognized and accepted as valid exceptions to the posting and selection procedures specified within this manual:

(a) The city manager may, at any time, fill a vacancy without an internal or external posting process when such an action is deemed by the city manager, in his sole discretion, to be in the best interest of the city; and

(b) Divisions or departments of the city, in consultation with the human resources director and with the approval of the city manager, may utilize a modified screening and selection procedure when such a modification is necessary to comply with occupational licensing board requirements applicable to the position that the division director or department head is attempting to fill.

EXHIBIT 3

ARTICLE IV. PAYROLL ADMINISTRATION

Section 6. Pay Rates in Promotion, Demotion, or Transfer

When employees are promoted, demoted, or transferred, the rate of pay in the new position shall be established in accordance with the following provisions:

- a) (A) Promotions. An employee promoted to a higher grade shall be placed at the minimum rate of the new grade (step 1) or the nearest step, without going over, to a 2 step increase on the employee's current grade, whichever is higher ~~their current grade whichever is higher~~.
- b) (B) Demotions. The pay of an employee ~~employees transferred or~~ demoted to a position of lower classification shall be adjusted to a step within the level to which the employee is they are assigned. This action may result in a decrease in pay.
- e) (C) Transfers. ~~When employees are transferred from the position of one class to the position of another class of the same level, they should continue to be paid at the same rate.~~
 - (1) When an employee is transferred from the position of one class to the position of another class of the same level, the employee will continue to be paid at the same rate.
 - (2) Subject to the following requirements, the pay of an employee transferred to a position of lower classification shall be adjusted to a step within the level to which the employee is assigned:
 - (a) When the transfer is the result of a mutual decision by the employee and the city that such a transfer is in the best interest of both parties, the employee shall remain at the same rate of pay in the lower grade.
 - (b) When the transfer is at the sole request of the employee, the employee's pay will be adjusted to the appropriate level of pay within the lower grade. Such an adjustment may result in a decrease in pay.

EXHIBIT 4

ARTICLE V. LEAVES OF ABSENCE

Section 1. Holidays

The city manager is authorized to grant the following holidays with pay to all full-time employees, based on one (1) regular work day per holiday.

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

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

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

Due to the obligation of the city to provide municipal services on a 24-hour basis, some employees will be required to adhere to a city work schedule that prevents the use of holiday leave on the actual date of a city-recognized holiday. When the city work schedule prevents an employee from availing himself or herself of holiday leave on the actual date of a city-recognized holiday, such an employee may utilize, and the division/department head is to facilitate the employee's use of, the holiday leave time authorized by this section during a 60-calendar day window of opportunity that shall begin to run on the date of the holiday that is the basis of the accrual of the holiday leave time. If an employee fails, for any reason, to avail himself or herself of the holiday leave time privilege during the 60-calendar day window of opportunity, the holiday leave time accrued more than 60 days prior to the date of review shall be forfeited by the employee. Employees required to work on regular scheduled holidays may be granted compensatory time-off.

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

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

Section 18. ~~Americans with Disabilities Act~~ [This section has been moved to Article I.]

~~The City of Asheboro prohibits any form of discrimination against persons with physical or mental disabilities, and is committed to full compliance with the Americans with Disabilities Act.~~

Section 18. Bereavement Leave

When a death occurs in an employee’s immediate family, an employee shall be granted up to 24 consecutive work hours of bereavement leave. Bereavement leave shall be capped at no more than 48 hours per calendar year.

When a death occurs, the employee is to contact his or her supervisor as soon as possible, but no later than the next business day following the death, to arrange the necessary time-off. Bereavement leave will not be considered as time actually worked for purposes of calculating overtime pay or the accrual of compensatory time-off.

The city may request supporting documentation (obituary, death certificate, etc.) to support the request for bereavement leave.

For the purpose of interpreting this section, the term “immediate family” shall be deemed to include spouse, mother, father, guardian, children, sister, brother, grandparents, grandchildren, plus the various combinations of half, step, in-law, and adopted relationships that can be derived from those named.

Section 21. ~~Unauthorized Leave~~ [This section has been moved to the end of this Article.]

~~If an employee is absent from work without department head approval or if he/she has exhausted all accrued time taken and are not on any approved leave, this may be deemed unauthorized leave and disciplinary action may be taken.~~

Section 21. Leave for Parental/Guardian Involvement in Schools

North Carolina law requires employers to grant up to 4 hours per calendar year (not school year) of unpaid leave to any person who is a parent or guardian of a school-aged child so that they can become involved in school activities. The term “school” shall mean any public or private day school, preschool, or child care facility. Leave under this section is subject to the following conditions:

1. The leave must be scheduled for a time that is mutually agreeable to the division/department head and the employee;
2. The employee must make a written request at least 48 hours before the leave begins; and
3. The employee may be required to provide written verification from the child’s school that the employee attended or was involved in school activities during the time of the leave.

Section 22. Inclement Weather

Because of their essential and direct impact on public safety and health, many city services must continue regardless of the weather. Employees who are required to work when city offices are closed because of inclement weather will be given compensatory time off at the rate of 1 hour for each hour worked. A maximum of 8 hours in a 24 hour period may be given. Notwithstanding any other provision found in this paragraph, this section shall not be interpreted in a manner that creates a conflict with the applicable federal and state wage and hour laws.

Employees are encouraged to use their own judgment about reporting to work during inclement weather. Those who are not able to report when city offices are not officially closed will be charged with accrued compensatory time, holiday time, or vacation leave.

Section 22. Adverse Weather and Emergency Closings

(A) The purpose of this section is to establish guidelines for accounting for time and releasing employees from work:

(1) When adverse weather or some other condition of a serious nature prohibits some employees from reporting to work but does not necessitate the closing of city offices/facilities; and

(2) When emergency conditions necessitate the closing of city offices/facilities.

(B) For the purpose of implementing this section, the phrases listed below shall be defined as follows:

(1) The term “adverse weather or other conditions of a serious nature” means physically severe weather or other conditions of a serious nature that prohibit some

employees from reporting to work but do not necessitate the closing of city offices/facilities;

(2) The term “emergency closing conditions” means conditions that are hazardous to life and safety and that warrant the closing of one or more city offices/facilities. Conditions that may be hazardous to life or safety and that warrant closing city offices/facilities include the following: life threatening weather (e.g. snow, ice, hurricane conditions, tornado, flood, or other natural disaster), fire, equipment failure, disruption of power and/or water service, contamination by hazardous agents, criminal or terrorist acts, or forced evacuations from the work site. When hazardous conditions are present and city offices/facilities are closed, each notice of such a closure shall state the duration of the office/facility closure triggered by the emergency closing conditions described in the notice; and

(3) The term “emergency employee” means an employee who is required to work during an emergency because his or her position has been designated by the city as mandatory/essential to city operations during an emergency.

(C) City offices/facilities shall be open during normally scheduled operating hours unless and until a specific decision has been made by the city manager or his designee to close one or more city offices/facilities because of the existence of emergency closing conditions.

(D) Regardless of the existence of adverse weather, other conditions of a serious nature, or emergency closing conditions, some city operations must continue to provide services. Therefore, division/department heads, in consultation with the human resources director, shall predetermine and designate the mandatory/essential operations that will remain open when one or any combination of the hazardous conditions referenced above is present and shall also designate the emergency employees that will staff these operations. The city manager shall make the final decision as to which operations are designated as mandatory/essential and as to which job positions are designated as those of emergency employees.

(E) Division/department heads, in consultation with the human resources director, shall develop written procedures for the implementation of this section. These procedures shall be consistent with this section and shall include, at a minimum, the following topics:

(1) The methodology to be used to advise employees of office/facility closures;

(2) The designation and notification of employees deemed to be emergency employees;

(3) The methodology for notifying emergency employees of their schedules during emergency closing conditions;

(4) A clear and unequivocal explanation that general closing announcements for city offices/facilities do not apply to emergency employees unless specific instructions

to the contrary are transmitted to the emergency employees in accordance with the communication procedures adopted by the division/department; and

(5) For each division/department, employees will be informed whether, and under what conditions, the operational needs of the division/department allow management the opportunity to arrange schedules so as to give employees who are not emergency employees the opportunity to make up time not worked rather than charging the time not worked to accrued leave or entering leave without pay status.

(F) An emergency employee's failure to report to work can result in disciplinary action and/or requiring the hours missed to be charged to leave with or without pay, as appropriate.

(G) This division addresses the issue of accounting for time during adverse weather or other conditions of a serious nature.

(1) It is the responsibility of employees to make a good faith effort to come to work during times that adverse weather or other conditions of a serious nature exist.

(2) Employees who have not been designated as emergency employees and who anticipate problems in transportation should be permitted and encouraged to avail themselves of leave privileges when encountering difficulty in reporting for work or when leaving early.

(3) To cover absences from assigned work sites during adverse weather or other conditions of a serious nature, employees who have not been designated as emergency employees are permitted to elect to use, to the extent that a particular employee may have accrued one or more of the types of leave listed below, one of the following options:

(a) To use accrued holiday leave time;

(b) To use accrued compensatory time-off leave;

(c) To use vacation leave;

(d) Take leave without pay; or

(e) If the option is available within the employee's division/department, make up the time in accordance with the written guidelines adopted by the employee's division/department. If a division/department has not adopted such guidelines, the option of making up time is not available to the employee.

(4) Employees who are on prearranged holiday leave, vacation leave, or sick leave will charge leave to the preapproved category of leave regardless of the event involving adverse weather or any other condition of a serious nature.

- (H) When emergency closing conditions are not a city-wide event and the operational needs of the division/department permit this action, the city manager, in his or her sole discretion, may authorize division/department heads to temporarily reassign employees within their divisions/departments to alternate work sites for the duration of the emergency closing conditions.
- (I) When the emergency closing conditions are a city-wide event and the operational needs of the division/department will allow the opportunity for work to be productively conducted at home, the city manager, in his or her sole discretion, may authorize division/department heads to approve the conduct of compensable city work from home by designated employees for a limited duration of time that is not permitted to exceed the duration of the emergency closing conditions.
- (J) This division addresses the issue of accounting for time during emergency closing conditions when employees are not assigned to alternate work sites or allowed to work from home.
- (1) In the absence of either a designation as an emergency employee or an assignment to work from an alternate site/home, the employee will not be required to charge the time away from work to any of the employee's accrued leave balances.
- (2) An emergency employee required to work during the time period specified in the notice of the closure of city offices/facilities shall be granted compensatory time-off for the employee's work during the emergency closing conditions (for the purpose of payroll administration, this work shall be deemed to be a special duty assignment); provided, however, the accrual of compensatory time-off pursuant to this section shall be calculated on an hour-for-hour basis, not 1.5 hours for every hour worked, for all hours actually worked during the time period specified in the closure notice authorized by the city manager. Consistent with the city's desire to effectively manage and limit the accrual of unused compensatory time-off, this accrued time is to be used before any vacation or sick leave is used.
- (3) If additional employees who were not initially designated as emergency employees are needed for situations such as clean-up and recovery operations during the effective date(s) and time(s) of an emergency closure notice, the city manager may elect to compensate such employees in the same manner as employees who were designated emergency employees in advance of the emergency closing conditions.
- (4) Employees who are on prearranged holiday leave, vacation leave, or sick leave will charge leave to the preapproved category of leave regardless of the existence of emergency closing conditions.
- (K) Notwithstanding any other provision found herein, this section shall not be interpreted and/or implemented in a manner that creates any violation of or nonconformity with the applicable federal and state wage and hour laws, specifically including without limitation the Fair Labor Standards Act (FLSA). By way of illustration and not limitation, nothing

in this section shall be construed in a manner that prevents a non-exempt employee from receiving compensatory time-off at the rate of 1.5 hours for every hour worked over 40 hours in a 7-day workweek. Similarly, no deductions shall be made from an exempt employee's pay that would call into question the employee's status as an exempt employee.

Section 25. Unauthorized Leave

If an employee is absent from work without division/department head approval, or if the employee has exhausted all of his or her accrued leave and has not been approved for any type of leave specified in this section, such an employee may be subject to the termination of his or her employment.

**2014
CITY OF ASHEBORO
BUILDING INSPECTION DEPARTMENT
Annual Report**

Mayor, Members of the City Council,

The number of new residential building permits issued in 2014 totaled twenty-four (24). There were twenty-two (22) single family permits and two (2) townhome permits issued. The total valuation for the new residential permits was \$9,459,021.

There was (1) new commercial permit issued this year. The total valuation was \$225,000.

We will continue to work closely with other departments within the city to make Asheboro a better place to work and live.

Respectfully submitted,

A handwritten signature in black ink that reads "Randy C. Purvis". The signature is written in a cursive style with a large, stylized "P" at the end.

Randy C. Purvis
Chief Building Inspector

TABLE OF CONTENTS

Department Staff	Page 3
Number of Permits Issued	Page 4
Building Permits Valuations	Page 5
Number of permits For Dwelling Structures With Number of Units	Page 6
Revenue Summary	Page 7
Permit Valuations In Past	Page 8
Commercial and Residential Information	Page 9
Number of Dwelling Units in Previous Years	Page 10

DEPARTMENT STAFF

Randy C. Purvis	-	Chief Building Inspector
Jimmy L. Cagle	-	Part-time Inspector (All Trades)
Tamela Garner	-	Permits Technician

**Number of Permits Issued
2014**

	Building Permits	Electrical Permits	Plumbing Permits	Heat/AC Permits	Mobile Home Permits	<u>Totals</u>
January	8	30	13	30	0	81
February	9	15	4	16	2	46
March	11	24	10	23	1	69
April	16	19	9	21	3	68
May	23	27	11	25	4	90
June	20	24	7	32	3	86
July	19	25	7	33	6	90
August	10	22	8	17	0	57
September	22	25	11	22	3	83
October	15	32	10	42	3	102
November	7	21	7	28	0	63
December	11	14	8	29	1	63
Total	171	278	105	318	26	898

Building Permit Valuations
2014

	New Construction	Additions & Alterations	Total Valuations
January	250,000	179,000	429,000
February	90,000	224,850	314,850
March	0	2,069,500	2,069,500
April	371,000	345,000	716,000
May	400,000	411,900	811,900
June	325,000	446,700	771,700
July	250,000	795,771	1,045,771
August	250,000	98,500	348,500
September	794,000	201,800	995,800
October	70,000	247,000	317,000
November	265,000	655,000	920,000
December	310,000	409,000	719,000
Totals	3,375,000	6,084,021	9,459,021

NUMBER OF PERMITS FOR DWELLING STRUCTURES

In addition, The Number of Dwelling Units

2014

	Single Family Permits	Townhouse Permits	Duplex Permits	Multi-family Permits	<u>Total Dwelling Units</u>
January	2	0	0	0	2
February	1	0	0	0	1
March	0	0	0	0	0
April	3	0	0	0	3
May	3	0	0	0	3
June	1	0	0	0	1
July	2	0	0	0	2
August	2	0	0	0	2
September	4	0	0	0	4
October	1	0	0	0	1
November	2	0	0	0	2
December	1	2	0	0	3
Total	22	2	0	0	24

2014
Revenue Summary

	<u>Building Permits</u>	<u>Electrical Permits</u>	<u>Plumbing Permits</u>	<u>Heating/AC Permits</u>	Total
January	2,106.50	930.00	695.00	985.00	4,716.50
February	1,639.25	560.00	180.00	510.00	2,889.25
March	4,566.50	570.00	200.00	635.00	5,971.50
April	3,730.00	580.00	290.00	495.00	5,095.00
May	4,311.00	730.00	505.00	595.00	6,141.00
June	3,756.00	630.00	230.00	885.00	5,501.00
July	4,743.00	720.00	400.00	915.00	6,778.00
August	1,800.00	690.00	390.00	820.00	3,700.00
September	3,818.50	730.00	485.00	905.00	5,938.50
October	1,735.00	1,215.00	425.00	920.00	4,295.00
November	2,754.00	570.00	305.00	680.00	4,309.00
December	3,206.00	330.00	330.00	780.00	4,646.00
Totals	38,165.75	8,255.00	4,435.00	9,125.00	59,980.75

PERMIT VALUATIONS
IN PAST YEARS

	New Building	Additions & Alterations	Totals
2004	\$ 18,659,006	\$5,024,464	\$23,683,470
2005	\$ 21,902,500	\$8,452,609	\$30,355,109
2006	\$ 15,385,221	\$8,540,343	\$23,925,564
2007	\$ 37,198,200	\$6,678,835	\$43,877,035
2008	\$ 11,147,007	\$8,388,817	\$19,535,824
2009	\$ 7,337,825	\$4,427,274	\$11,765,099
2010	\$ 6,695,473	\$8,896,585	\$15,592,058
2011	\$ 7,838,516	\$52,341,180	\$60,179,696
2012	\$ 12,541,000	\$12,128,345	\$24,669,345
2013	\$ 3,891,000	\$12,468,525	\$16,359,525
2014	\$ 3,375,000	\$ 6,084,021	\$ 9,459,021

COMMERCIAL AND RESIDENTIAL
Number and Value of Building Permits
(Mobile Homes Excluded)

Commercial

	<u>Number</u>	<u>Value</u>
2009	97	\$ 4,997,669
2010	85	\$10,059,208
2011	79	\$54,695,802
2012	76	\$12,989,745
2013	82	\$13,307,130
2014	68	\$ 5,477,871

Residential

2009	97	\$ 6,767,430
2010	132	\$ 5,532,850
2011	86	\$ 5,483,894
2012	82	\$11,679,600
2013	85	\$ 3,052,395
2014	77	\$ 3,981,150

Number of Dwelling Units in Previous Years
Single Family, Townhomes, Duplexes, and Multi-Family Units

2004	123
2005	253
2006	131
2007	174
2008	88
2009	132
2010	106
2011	81
2012	144
2013	20
2014	24

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**EXEMPTION OF THE ARC FLASH STUDY FOR LIFT STATIONS NOS.
1 – 5 PROJECT FROM THE STATUTORILY PRESCRIBED
QUALIFICATION-BASED SELECTION PROCESS FOR
DESIGN PROFESSIONALS**

WHEREAS, Section 143-64.31 of the North Carolina General Statutes requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively “design services”) to be based on qualifications and without regard to fee; and

WHEREAS, the City of Asheboro is preparing to undertake a project (The Arc Flash Study for Lift Stations Nos. 1 – 5 Project) that will necessitate the procurement of professional electrical engineering services; and

WHEREAS, Section 143-64.32 of the North Carolina General Statutes authorizes units of local government to exempt contracts for design services from the statutorily prescribed qualification-based selection requirements if the estimated fee is less than \$50,000; and

WHEREAS, Sturgill Engineering, PA has previously provided high quality electrical engineering services for the city’s water resources division, which is the division of the municipal government with administrative responsibility for The Arc Flash Study for Lift Stations Nos. 1 – 5 Project (the said project will be hereinafter referred to as the “Arc Flash Study Project”); and

WHEREAS, the estimated fee for design services for the Arc Flash Study Project is less than \$50,000;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that, effective upon the adoption of this Resolution, the Arc Flash Study Project is exempted from the qualification-based selection process prescribed in Chapter 143, Article 3D of the North Carolina General Statutes; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that the city manager is hereby authorized to execute, in accordance with the city’s standard contracting procedures, all documents necessary to procure from Sturgill Engineering, PA the electrical engineering services needed to successfully complete the Arc Flash Study Project.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on the 5th day of February, 2015.

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

ATTEST:

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

STURGILL ENGINEERING P.A.

January 14, 2015

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

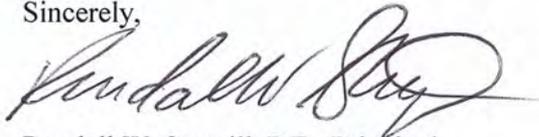
Re: City of Asheboro Arc Flash Study: Lift Stations Nos. 1-5

Mr. Michael Rhoney:

The arc flash proposal for the above referenced project is attached. Please review and contact me with any questions or comments. If satisfactory, we can meet next week to review schedule. If not, let's discuss.

Thank you for the opportunity.

Sincerely,



Randall W. Sturgill, P.E., Principal
STURGILL ENGINEERING, PA

Enclosures

Cc: Jeff Cagle

PROPOSAL FOR ENGINEERING SERVICES

OBJECTIVE

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

Description	Location	Address
Lift Stations:		
L.S. #1	Sunset Ave. Ext.	1592 Sunset Avenue
L.S. #2	Dixie Drive	1229 East Dixie Drive
L.S. #3	East Mine St.	1129 East Mine Street
L.S. #4	Lexington Rd.	577 Lexington Road
L.S. #5	WWTP	1026 Bonkemeyer Drive

PROJECT DESCRIPTION

This Scope is based upon a request and list provided by Mr. Jeff Cagle on January 12, 2015.

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

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

ENGINEERING SCOPE OF WORK

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

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

SCHEDULE

Work can begin on this project in February 2015 and should be complete by end of March 2015.

PROJECT LEAD

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

DELIVERABLES

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

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

ASSUMPTIONS & CLARIFICATIONS

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

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

EXCLUSIONS

The following are specifically excluded from this scope of work:

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

COMMERCIAL TERMS

Engineering cost assumes work for stations will be concurrent.

The following fees for Lift Stations 1–5 will be billed at our standard rate schedule with limit not to exceed. Our Standard Rate Schedule along with our Terms & Conditions are attached for your reference.

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

FEES

Lift Stations 1-5 (concurrent):	\$13,000.00
If not concurrent:	
Lift Station 1	\$ 3,500.00
Lift Station 2	\$ 3,500.00
Lift Station 3	\$ 2,500.00
Lift Station 4	\$ 2,500.00
Lift Station 5	\$ 2,500.00
Training:	\$ 1,250.00

TERM

This proposal is firm for 30 days.

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

STURGILL ENGINEERING, PA

RATE SCHEDULE

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

DIRECT CHARGES:

- Principal \$ 125.00 per hour
- Professional Engineer, Senior Level \$ 100.00 per hour
- Professional Engineer \$ 90.00 per hour
- Designer / EIT \$ 85.00 per hour
- Designer / Drafter \$ 65.00 per hour
- Administrative \$ 40.00 per hour

REIMBURSABLE EXPENSES:

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

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

PURCHASE ORDERS & PAYMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

19. **Cost Estimates:** Consultant may provide opinions of construction and other project related costs as part of these Services. Consultant assumes no responsibility for such cost estimates as Consultant has no control over the costs of labor, materials, or services furnished by others, or the competitive bidding and market conditions.
20. **Insurance:** Consultant will maintain insurance coverage for the following: Workers Compensation; Commercial General Liability; Automobile Liability; and Professional Errors and Omissions. Should Client request to be a named insured, or request the Consultant provide additional insurance coverage, Client agrees to reimburse the Consultant for any additional cost associated with such requests.
21. **Severability:** If any part of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts shall not be affected, and the rights of Consultant and Client shall be enforced as if the Agreement did not contain the illegal or unenforceable part.

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

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**EXEMPTION OF THE PENWOOD BRANCH PARTIAL SEWER
EVALUATION AND PROFESSIONAL ENGINEER’S REPORT
PROJECT FROM THE STATUTORILY PRESCRIBED
QUALIFICATION-BASED SELECTION PROCESS
FOR DESIGN PROFESSIONALS**

WHEREAS, Section 143-64.31 of the North Carolina General Statutes requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively “design services”) to be based on qualifications and without regard to fee; and

WHEREAS, the City of Asheboro is preparing to undertake a project (The Penwood Branch Partial Sewer Evaluation and Professional Engineer’s Report Project) that will necessitate the procurement of professional engineering services; and

WHEREAS, Section 143-64.32 of the North Carolina General Statutes authorizes units of local government to exempt contracts for design services from the statutorily prescribed qualification-based selection requirements if the estimated fee is less than \$50,000; and

WHEREAS, L.E. Wooten and Company d/b/a The Wooten Company has previously provided high quality engineering services for the city’s water resources division, which is the division of the municipal government with administrative responsibility for The Penwood Branch Partial Sewer Evaluation and Professional Engineer’s Report Project (the said project will be hereinafter referred to as the “Penwood Branch Project”); and

WHEREAS, the estimated fee for design services for the Penwood Branch Project is less than \$50,000;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that, effective upon the adoption of this Resolution, the Penwood Branch Project is exempted from the qualification-based selection process prescribed in Chapter 143, Article 3D of the North Carolina General Statutes; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that the city manager is hereby authorized to execute, in accordance with the city’s standard contracting procedures, all documents necessary to procure from The Wooten Company the engineering services needed to successfully complete the Penwood Branch Project.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on the 5th day of February, 2015.

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

ATTEST:

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



THE WOOTEN COMPANY

ENGINEERING | PLANNING | ARCHITECTURE

120 North Boylan Avenue Raleigh, NC 27603-1423

919.828.0531 Fax 919.834.3589

**LETTER OF
TRANSMITTAL**

	DATE 2/2/2015	JOB NO.
TO:		
City of Asheboro	Michael Rhoney	
P.O. Box 1106		
Asheboro, NC 27204		

WE ARE SENDING: Attached Under separate cover via _____ the following items:
 Shop Drawings Prints Plans Samples Specifications
 Copy of Letter Change Order Other:

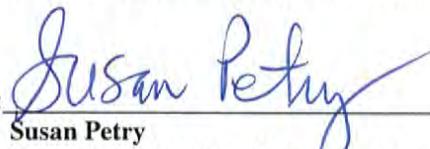
COPIES	DATE	NO.	DESCRIPTION
3			REVISED Engineering Services Agreement for the Penwood Branch Partial Sewer Evaluation and PER

THESE ARE TRANSMITTED as checked below:

- For Approval Reviewed Revise and resubmit
 For your use Rejected Submit _____ copies for distribution
 As Requested Corrected Return _____ corrected print
 For Review and comment _____
 FOR BIDS DUE [] PRINTS RETURNED AFTER LOAN TO US

REMARKS: Michael, enclosed are three copies of the REVISED Engineering Services Agreement for the Penwood Branch project. Upon approval, please execute, retain one copy for your files and return the other two copies to our Asheboro office located at 350 N. Cox Street, Suite 26, Asheboro, NC 27203. Thank you!

COPY TO:

SIGNED: 
 Susan Petry
 Executive Administration Assistant

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of Asheboro (“Owner”)

and

L. E. Wooten and Company dba The Wooten Company (“Engineer”)

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Penwood Branch Partial Sewer Evaluation & PER (“Project”).

Engineer’s Services under this Agreement are generally identified as follows:

Services will include Flow Monitoring, Manhole Evaluation, Clean and Television Inspection (12-inch sewer line), Review of Data, Written Report and Grant Administration of approximately 4,500 LF of 12-inch and 24-inch sewer line in the City’s Penwood Branch Interceptor. Refer to Appendix 2 for map and further description of services.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: **Nine (9) months.**
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding **n/a** months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value

would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents that is endorsed by the Owner and not the result of the Owner's compliance with a public records request, without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to

identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees' times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for services and reimbursable expenses is estimated to be **\$49,999.00.**

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees' times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments:

Appendix 1 - Engineer's Standard Hourly Rates

Appendix 2 – Engineering Services, Grant Administration and Services Provided by the Owner

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

City of Asheboro

Typed Name: John N. Ogburn, III

By
(Signature): _____

Title: City Manager

Date Signed: _____

ENGINEER:

L.E. Wooten and Company dba
The Wooten Company

Typed Name: Dan K. Boone, PE

By
(Signature): _____

Title: Vice President

Date Signed: 2/2/15

Engineer License or Firm's Certificate Number: F-0115

State of: North Carolina

Address for giving notices:

PO Box 1106

Asheboro NC 27204

Address for giving notices:

350 N. Cox Street, Suite 26

Asheboro NC 27203

PRE-AUDITED STATEMENT

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

Finance Officer: _____

Date: _____

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated _____, _____.

Engineer's Standard Hourly Rates

**APPENDIX 1
SCHEDULE OF FEES
ENGINEERING COST BREAKDOWN
HOURLY RATES FOR WAGE CATEGORIES**

Wage Category	Hourly Billing Rate
Engineer IV	\$ 172
Engineer III	\$ 125
Engineer II	\$ 95
Engineer I	\$ 82
Designer IV	\$ 120
Designer III	\$ 95
Designer II	\$ 75
Designer I	\$ 63
Inspector III	\$ 75
Inspector II	\$ 63
Inspector I	\$ 59
Surveyor Project Manager	\$ 135
Project Surveyor	\$ 90
Survey Field Supervisor	\$ 70
Survey Technician	\$ 52
GIS Analyst III	\$ 97
GIS Analyst II	\$ 70
Construction Admin III	\$ 172
Construction Admin II	\$ 125
Architect II	\$ 120
Planner IV	\$ 172
Planner III	\$ 147
Planner II	\$ 125
Planner I	\$ 93
Community Development Planner I	\$ 104
Project Coordinator	\$ 93
Planning / Community Development Specialist II	\$ 81
Planning / Community Development Specialist I	\$ 70
Project Assistant	\$ 61
Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate, Subcontracted Services and other expenses at cost plus 10%.	

The Wooten Company makes annual adjustments on July 1st. The above hourly rates reflect current rates for the period through June 30, 2015. Hourly billing rates (per diem rates) will change effective July 1, 2015 to reflect Direct Payroll Costs (salaries) being paid at that time.

**APPENDIX 2
TO THE
ENGINEERING SERVICES CONTRACT
BETWEEN
THE CITY OF ASHEBORO
AND
L.E. WOOTEN AND COMPANY DBA THE WOOTEN COMPANY
FOR
SCOPE OF WORK
TO
PENWOOD BRANCH PARTIAL SEWER EVALUATION & PER**

The following Attachment shall become a part of the Contract Agreement.

1.A. ENGINEERING SERVICES

- (1) Hold an initial meeting with Owner to verify project scope and division of work between Owner and Engineer.
- (2) Review existing flow meter data and recommend location for additional metering.
- (3) Coordinate flow monitoring between Owner provided meters and rented meters.
- (4) Clean and TV inspection of 4,500 LF of 12-inch gravity line. Owner may elect to provide the TV and cleaning which will allow more areas to be investigated.
- (5) Review videos and develop table of needed repairs with severity ranking.
- (6) Assess and inspect thirty-five (35) manholes and record results of assessment.
- (7) Review flow monitoring data, video inspection data and manhole inspection data for recommendation of needed repairs and capacity issues.
- (8) Develop a report summarizing the data and provide analysis of two (2) alternatives for improvements to the system with cost estimates.
- (9) Present results to Owner in a draft report and in one review meeting.
- (10) Provide Owner with three (3) hard copies and one (1) PDF file of the final report based on comments received in review meeting.

1.B. GRANT ADMINISTRATION

- (1) Assist Owner with execution of Agreement between Owner and Division of Water Infrastructure (DWI).
- (2) Assist Owner with submission of reimbursement requests.
- (3) Assist Owner with periodic and final inspections from DWI.
- (4) Assist Owner with project close-out documents and submission.

2.A. SERVICES PROVIDED BY THE OWNER

- (1) Designate a person to act as the Owner'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 Owner policies.
- (2) Provide such legal accounting and insurance counseling services as may be required for the Project and such auditing services as the Owner may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.
- (3) Pay all permit and application fees required for the project approval and construction.
- (4) Assist the Engineer by placing at his disposal all available information pertinent to the projects as may be required by the Engineer.
- (5) Guarantee access to and make all provisions 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, obtaining advice of an attorney, insurance counselor, and other consultants as the Owner 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 an orderly manner.
- (8) Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or changed circumstances.

- (9) Furnish the Engineer in a timely manner with copies of pertinent correspondence relating to the project which would not otherwise have been delivered to the Engineer.
- (10) Bear all cost of incidentals for the compliance with the requirements of this Contract.

AFTER 30 YEARS OF DEVOTED
SERVICE TO THE PUBLIC
RALPH NORTON
IS RETIRING

PLEASE BE OUR GUEST AND JOIN US
AS WE CELEBRATE THIS EVENT

FRIDAY, FEBRUARY 6, 2015

12:00—2:00 P.M.

PUBLIC WORKS CONFERENCE ROOM
N. FAYETTEVILLE STREET

Bring a toast or a great story to tell !



CITY OF
AsHEBORO

NORTH CAROLINA

Exactly where you want to be.



*AFTER 30 YEARS
OF DEVOTED SERVICE TO
THE CITY OF ASHEBORO
POLICE DEPARTMENT
DAVID KENNEDY*

IS RETIRING

*PLEASE BE OUR GUEST AND JOIN US
AS WE CELEBRATE THIS EVENT*

FRIDAY, FEBRUARY 13, 2015

12:00—2:00 P.M.

PUBLIC WORKS CONFERENCE ROOM

N. FAYETTEVILLE STREET

Light Refreshments will be served !



CITY OF
ASHEBORO

NORTH CAROLINA

Exactly where you want to be.

