

RANDOLPH COUNTY COMMISSIONERS MEETING AGENDA

February 5, 2024

Randolph County Office Building, 725 McDowell Rd., First Floor, Meeting Room A, Asheboro, NC 27205

- I. Call to Order - *Chairman Frye***
- II. Pledge of Allegiance - *Chaplain Bill Hatfield***
- III. Public Comment Period**
- IV. Consent Agenda**
 - A. Approve Board of Commissioners Regular Meeting Minutes of January 2, 2024, Special Meetings of January 8, 2024 and January 22, 2024 and Closed Session of January 22, 2024
 - B. Approve Budget Amendment - TDA #2024-07 (\$40,000)
 - C. Reappoint Donald Strider to the Seagrove-Ulah Metropolitan Water Authority
 - D. Appoint Scott Kidd to the Piedmont Triad Regional Workforce Development Board (PTRWDB)
 - E. Approve Audit Contract for FY 23-24
 - F. Approve Library Trust Budget Amendment (\$15,000)
 - G. Ratify Vote of Compensation for County Management
 - H. Approve the County's Petition to Remain Substantially Equivalent, as Requested by the Office of State Human Resources
 - I. Appoint Dennis Wicker and Reappoint W. Joe Allen, Kemp Davis, Thomas Lawrence, Mike Morgan, Roger Pritchard, and Linda York to the Voluntary Agricultural District Advisory Board
 - J. Approve Budget Amendment - TDA #2024-08 (\$2,700)
 - K. Approve Project Amendment for the Seagrove-Ulah Wastewater Capital Project Fund
 - L. Approve Project Amendment #6 - I-74 Industrial Center Sewer Project (\$17,600)
 - M. Approve Resolution for \$2,500,000 State Water and Sewer Grant
- V. New Business**
 - A. Consideration of Contributions to Local Agencies - *Senator Dave Craven*
 - B. Randolph Community College (RCC) Strategic Planning Process - *Linda Brown, Strategic Planning and Development Officer*
 - C. Voluntary Agriculture District (VAD) Annual Report - *Kenny Sherin, Cooperative Extension Director*
 - D. Consider Liberty Strategic Planning Funding Request - *Scott Kidd, Liberty Town Manager*

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- E. Consider Engineering Contract for Liberty Water Meter Design - *William Johnson, Assistant County Manager/Operations*
- F. Consider Proposed Franklinville Infrastructure Maintenance Project - *William Johnson, Assistant County Manager/Operations*
- G. Consider Proposed Water and Sewer Improvements for Ramseur - *William Johnson, Assistant County Manager/Operations*
- H. Consider Updated Noise Ordinance - *Tonya Caddle, Planning & Zoning Director*
- I. Consider Technology Capital Replacement Funding - *RJ Williamson, IT Director*
- J. Consider Use of ARPA Funds to Replace Public Safety Radio Paging System - *Donovan Davis, Chief*
- K. Appoint Two Representatives to the Trillium Health Resources Regional Advisory Board - *Vice-Chairman David Allen*
- L. Consider Sheriff's Office Invictus Renovation Bid Results - *Paxton Arthurs, County Engineer*
- M. Consider Scope of Work for State Grants - *William Massie, Interim County Manager/Finance Officer*
 - 1. Capital
 - 2. Fire Department Radios
 - 3. Run 5 Feed 5
- N. Consider Proposed Budget Schedule - *William Massie, Interim County Manager/Finance Officer*
- O. County Manager's Update
- P. Commissioner's Updates
- Q. Adjourn

VI. Call to Order - Eastern Randolph County Water and Sewer District

- A. Consider By-Laws for the Eastern Randolph County Water and Sewer District - *Aimee Scotton, Associate County Attorney*
- B. Adjourn

VII. Closed Session - Personnel [NCGS 143-318.11(a)(6)]

Upcoming Board Term Expirations

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April - None

May - **Randolph County Juvenile Crime Prevention Council** - Denise Summerell; **Archdale Planning Board/Board of Adjustment** - Joy Sparks

January 2, 2024

The Randolph County Board of Commissioners met in regular session at 6:00 p.m. in the Randolph County Office Building, Meeting Room A, 725 McDowell Road, Asheboro, NC. Chairman Darrell Frye, Vice-Chairman David Allen, Commissioner Kenny Kidd, Commissioner Maxton McDowell, and Commissioner Hope Haywood were present. Also present were Assistant County Manager/Finance Officer Will Massie, Assistant County Manager William Johnson, County Attorney Ben Morgan, Clerk to the Board Dana Crisco, and Deputy Clerk to the Board Jenny Parks. Bishop Michael Trogdon from the Randolph County Sheriff's Office gave the invocation, and everyone recited the Pledge of Allegiance. The meeting was live streamed on YouTube.

Special /Recognitions

Cathy Moffitt retired on January 1, 2024, with 25 Years of Service with the Department of Social Services. Ms. Moffitt was recognized by Tracie Murphy, Department of Social Services Director, after which, Chairman Frye presented her with an engraved clock on behalf of the Board.

Hal Johnson retired on December 31, 2023, with 48 Years of Service with Randolph County Government. Mr. Johnson was recognized by Chairman Frye after which he was presented with an engraved clock on behalf of Board. Chairman Frye also recognized him with the Long Leaf Pine Award. Senator Dave Craven recognized Mr. Johnson with a recording of his years of service in the Senate Journal award on behalf of Lieutenant Governor who serves as President of the Senate Mark Robinson, Senate Pre Tempore Phil Berger and himself for serving 48 years with Randolph County Government.

On motion by Allen, seconded by Haywood, the Board voted 5-0 to approve the following Proclamation:

WHEREAS, Hal Johnson started his employment with Randolph County Government in 1975; and

WHEREAS, prior to his employment with the County, he had graduated from Pfeiffer College and served in the US Army; and

WHEREAS, during Hal's early years with Randolph County, he served in a few capacities until he became Planning Director in July 1985; and

WHEREAS, in 1991, Hal was appointed by Governor Jim Martin to represent the N.C. Association of County Commissioners and Municipalities as a member of the **NC Environmental Erosion Control Commission**; and

WHEREAS, in 1997, he was appointed by the Board of County Commissioners to serve as **Chairman** of the newly established **Tourism Development Authority** representing the County and all its municipalities; and

WHEREAS, in 2008, Hal was again appointed by the Board of County Commissioners to serve as the **Chairman** of Randolph County's first **Historic Landmark Preservation Commission**; and

WHEREAS, he remained the Planning and Zoning Director until December 2014; and

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WHEREAS, in December 2014, he became the County Manager and served until his retirement in December 2023; and

WHEREAS, he has made numerous contributions to the County including two countywide Strategic Plans, the creation of the Unified Development Ordinance, and North Carolina's first county Centralized Permitting Program and Property Development Advisory Team.

NOW, THEREFORE, BE IT PROCLAIMED that the Randolph County Board of Commissioners does hereby give great thanks and appreciation to Mr. Johnson for his vision and leadership that have continued throughout his 48 years of service to the County and its citizens.

BE IT FURTHER PROCLAIMED that the Board and employees of the County wish Mr. Johnson the best health, safety, and well-being in his retirement.

Interim County Manager

On motion by Allen, seconded by Haywood, the Board voted 5-0 to approve the following resolution appointing William Massie as Interim County Manager:

RESOLUTION APPOINTING INTERIM COUNTY MANAGER

WHEREAS, because of the retirement of Hal Johnson effective December 31, 2023, the position of Randolph County Manager is now vacant; and

WHEREAS, for a period of time prior to Mr. Johnson's retirement, William Massie served as Assistant County Manager; and

WHEREAS, the Randolph County Board of Commissioners finds it necessary to appoint an Interim County Manager in order to promote the continued orderly and efficient administration of County affairs; and

WHEREAS, North Carolina General Statute 153A-84 provides that when the position of County Manager is vacant, the Board shall designate a qualified person to exercise the powers and perform the duties of County Manager until the vacancy is filled; and

WHEREAS, the Board finds that William Massie should be appointed as Interim County Manager and be vested with the powers and duties of County Manager as set out in North Carolina General Statute 153A-82 until such time that the Board shall fill the vacancy of the County Manager.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Randolph County, this 2nd day of January 2024, as follows:

1. Pursuant to the provisions of North Carolina General Statute 153A-84, William Massie is hereby appointed as Interim County Manager for Randolph County.
2. As interim County Manager, William Massie is authorized and empowered to act on behalf of the County which includes those powers and duties set out in North Carolina General Statute 153A-82.
3. All matters and things heretofore done, performed or acted upon by William Massie on behalf of the County while serving as Assistant County Manager are hereby ratified and authorized.

On motion of Allen, seconded by McDowell, the Board voted 5-0 to approve the Updated Order of Succession Policy.

Public Comment Period

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Pursuant to N.C.G.S. § 153A-52.1, Chairman Frye opened the floor for public comment and closed it after everyone wishing to speak had done so. County Attorney Ben Morgan read aloud the Public Comment Rules of Procedure.

David Essick, 589 Colony Road, Asheboro, stated he was in attendance tonight with the same issue he has with the Register of Deeds as he brought to the Board in December. He stated the Register of Deeds is not acting appropriately and is not doing what is supposed to be done. He was also concerned about his email not being received by the Board in a timely manner from December. Chairman Frye stated the Board received his email from December the next morning. Mr. Essick stated he is concerned that the emails being sent to the Board through the County website are being filtered and chosen as to which ones are forwarded on to the Board.

Consent Agenda

Chairman Frye stated that Consent Item “N. Ratify Vote to Approve Loan for the Family Crisis Center” will be voted on separately with Kidd abstaining due to Kidd serving on the Family Crisis Center Board.

Commissioner Haywood stated that ARPA funds will be used to fund Consent Item “H. Approve Budget Amendment – Seagrove-Ulah Wastewater Capital Project” in the amount of \$3,350,000. She said the Board is pleased to allocate these funds to the wastewater treatment plant, the plant has no capacity currently, but these funds will give them the capacity to grow. She said this plant is run by the Seagrove-Ulah Water Authority. She stated that these funds will not be awarded for several months, and she recommended there be a joint meeting with the Board of County Commissioners and the Seagrove-Ulah Water Authority Board to discuss long term goals and operations of this plant before these funds are dispersed.

On motion of Kidd, seconded by Allen, the Board voted 5-0 to approve the Consent agenda, as presented, as follows:

- *approve Board of Commissioners Regular Meeting Minutes of December 4, 2023; and Closed Session Minutes of November 27, 2023, December 4, 2023, and December 11, 2023;*
- *accept Bequest for Library Trust from Betty W. Bunker Trust;*
- *approve Budget Amendment – Insurance Reimbursement (\$17,254);*

2023-2024 Budget Ordinance Budget Amendment #50		
Revenues	Increase	Decrease
<i>Miscellaneous</i>	<i>\$17,254</i>	
Appropriations	Increase	Decrease
<i>Public Buildings</i>	<i>\$17,254</i>	

- *approve Budget Amendment – Transfer to Emergency Telephone System Fund (\$6,004);*

2023-2024 Budget Ordinance Budget Amendment #51		
Revenues	Increase	Decrease

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<i>Appropriated Fund Balance</i>	<i>\$6,004</i>	
<i>Appropriations</i>	<i>Increase</i>	<i>Decrease</i>
<i>Transfer to Emergency Telephone System Fund</i>	<i>\$6,004</i>	

<i>Emergency Telephone System Fund Budget Amendment #51</i>		
<i>Revenues</i>	<i>Increase</i>	<i>Decrease</i>
<i>Transfer from General Fund</i>	<i>\$6,004</i>	
<i>Appropriations</i>	<i>Increase</i>	<i>Decrease</i>
<i>E-911 System</i>	<i>\$6,004</i>	

- *approve Budget Amendment – Building Inspections (\$565,855);*

<i>2023-2024 Budget Ordinance Budget Amendment #52</i>		
<i>Revenues</i>	<i>Increase</i>	<i>Decrease</i>
<i>Permits and Fees</i>	<i>\$565,855</i>	
<i>Appropriations</i>	<i>Increase</i>	<i>Decrease</i>
<i>Building Inspections</i>	<i>\$565,855</i>	

- *approve Budget Amendment – Public Works (\$71,200);*

<i>2023-2024 Budget Ordinance Budget Amendment #53</i>		
<i>Revenues</i>	<i>Increase</i>	<i>Decrease</i>
<i>Appropriated Fund Balance</i>	<i>\$71,200</i>	
<i>Appropriations</i>	<i>Increase</i>	<i>Decrease</i>
<i>Public Works</i>	<i>\$71,200</i>	

- *approve Budget Amendment – Seagrove-Ulah Wastewater Capital Project (\$3,350,000);*

<i>Coronavirus Recovery Grant Fund Budget Amendment #18</i>		
<i>Revenues</i>	<i>Increase</i>	<i>Decrease</i>
<i>Appropriations</i>	<i>Increase</i>	<i>Decrease</i>
<i>Transfer to Rural Water Infrastructure Fund</i>	<i>\$3,350,000</i>	
<i>Contingency</i>		<i>\$3,350,000</i>

<i>Seagrove-Ulah WWTP Capital Project Ordinance Budget Amendment #4</i>		
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Revenues	Increase	Decrease
<i>Sales Tax Reimbursements</i>	\$6,200	
<i>Transfer from the Coronavirus Recovery Fund</i>	\$3,350,000	
Appropriations	Increase	Decrease
<i>Construction</i>	\$2,467,000	
<i>Professional Services</i>	\$394,500	
<i>Miscellaneous</i>	\$248,000	
<i>Contingency</i>	\$246,700	

- approve Budget Amendment – Coronavirus Recovery Grant Project – Amendment #17 (\$2,568,451);

Coronavirus Recovery Grant Project Ordinance Budget Amendment #17		
Revenues	Increase	Decrease
Appropriations	Increase	Decrease
<i>Public Health</i>		\$2,279,268
<i>Internet Access Programs</i>		\$1,921
<i>Rehiring Public Sector Staff</i>		\$287,262
<i>Contingency</i>	\$2,568,451	

- Public Health Bridge Access Program for Covid-19 Vaccines;

2023-2024 Budget Ordinance Budget Amendment #54		
Revenues	Increase	Decrease
<i>Restricted Intergovernmental</i>	\$116,848	
Appropriations	Increase	Decrease
<i>Public Health</i>	\$116,848	

- approve Budget Amendment – Opioid Abatement Funding for County Departments;

2023-2024 Budget Ordinance Budget Amendment #55		
Revenues	Increase	Decrease
<i>Transfer from Opioid Abatement Fund</i>	\$150,000	
<i>Appropriated Fund Balance</i>		\$50,000
Appropriations	Increase	Decrease
<i>Juvenile Day Reporting</i>	\$50,000	
<i>Social Services</i>	\$50,000	

- approve the Reclassification of Outreach Support Specialist to a Public Health Educator I;
- approve Budget Amendment – Economic Development (\$265,873);

2023-2024 Budget Ordinance Budget Amendment #56		
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Revenues	Increase	Decrease
<i>Property Taxes</i>	\$265,873	
Appropriations	Increase	Decrease
<i>Other Economic and Physical Development Appropriations</i>	\$265,873	

On motion of McDowell, seconded by Haywood, with Kidd abstaining, the Board voted 4-0 to approve to Ratify Vote to Approve Loan for the Family Crisis Center.

Annal Audit Report

April Adams, Partner, Cherry Bekaert, LLC, gave the 2023 Randolph County Annual Audit Report. She gave a brief PowerPoint presentation which reflected no concerns nor issues with this audit.

Consider Road Renaming for Gary “Poochie” Cox

Stephen Cox, son of Gary Poochie” Cox, thanked the Board for their consideration of renaming a section of Highway 134 in memory of his father.

Chairman Frye asked Mr. Cox how long he expects this process to take once the Resolution is approved. Mr. Cox stated he hopes it will be completed by the Spring 2024.

On motion by Haywood, seconded by McDowell, the Board voted 5-0, to approve the Resolution in Support of Recognition of Gary “Poochie” Cox as follows:

RESOLUTION IN SUPPORT OF RECOGNITION OF GARY “POOCHIE” COX

WHEREAS, Gary “Poochie” Cox was an outstanding citizen in Randolph County; and

WHEREAS, he owned Cox’s Harley-Davidson in Asheboro, Rock Hill, SC and Mansfield, PA; and

WHEREAS, Mr. Cox made numerous contributions to the community, the State, and the nation; and

WHEREAS, Mr. Cox was instrumental in establishing the Harley Owners Group (HOG) in 1983 for the Harley-Davidson Motor Company in Milwaukee, WI.; and

WHEREAS, Cox’s Harley-Davidson was one of the first to join HOG which, today, has over 1 million members; and

WHEREAS, under his leadership, Cox’s Harley-Davidson has been awarded numerous accolades from Harley-Davidson Motor Company; and

WHEREAS, his vision, leadership, and generosity have touched the lives of so many; and

WHEREAS, his fundraising and donations have benefited numerous philanthropies including Hospice, Relay for Life, the Jimmy V Foundation, the Muscular Dystrophy Association, and the Pediatric Brain Foundation; and

WHEREAS, in 1986, he established the annual NC Baptist Children’s Home Toy Run which continues to this day; and

WHEREAS, the community and his family wish to name a five (5) mile portion of Hwy 134 to honor his accomplishments and legacy.

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NOW, THEREFORE, BE IT RESOLVED that the Randolph County Board of Commissioners does hereby support the naming of a section of Hwy 134 in memory of Gary “Poochie” Cox.

New Road Names Around the Megasite – Public Hearing

Tonya Caddle, Planning and Zoning Director, stated on December 5, 2023, the Randolph County Planning Board conducted legislative hearings on the following requests to name new roads:

1. MICHAEL LEE LN. - A request to name a new road from the intersection of Old Red Cross Rd and a new State Road to the intersection of Shiloh Rd. The Planning Board voted Unanimously for approval of the request.
2. OLD RED CROSS RD. - A request to name a new road from the intersection of Old Red Cross Rd to the intersection of Shiloh Rd. The Planning Board voted Unanimously for approval of the request.
3. PIERCE DENNY RD – A request to name a new road from the intersection of Julian Airport Rd to the end as requested by the residents along the road. The Planning Board voted Unanimously for approval of the request.
4. CAMELA WAY - A request to name a new road from the intersection of Dogwood Way to the end. The Planning Board voted Unanimously for approval of the request.
5. DOGWOOD LN - A request to name a new road going into the west side of the Greensboro – Randolph Megasite as requested by Toyota Battery Manufacturing. The Planning Board voted Unanimously for approval of the request.
6. CAROLINA LILY RD – A request to name a new road going into the south side of the Greensboro – Randolph Megasite as requested by Toyota Battery Manufacturing. The road was requested by a citizen to not be named Carolina Lily Rd but instead Dodson Lake Rd in honor of his grandfather and as a way to remember Dodson Lake. The Planning Board voted Unanimously for approval of Dodson Lake Rd instead of Carolina Lily Rd.

Chairman Frye excused himself due to extreme coughing and asked Vice-Chairman Allen to continue the meeting.

Vice-Chairman Allen opened the Public Hearing and closed it once everyone wished to speak had done so.

On motion by Allen, seconded by McDowell, the Board voted 4-0, to approve the six new road names as recommended by the Planning Board.

Tourism Development Authority (TDA) Annual Report

Amber Scarlett, TDA Director, said in reviewing their past year, it is important to restate their mission – to unify and lead the County in developing the Health of North Carolina as a family-friendly, affordable, and strategically located destination serving the leisure and business travel, group tour, meetings, and sports and recreational tournament markets. The TDA remains dedicated to making tourism work harder to positively impact the economy and the livelihood of Randolph County citizens who work in and benefit from tourism. The most important measures of their success are those that highlight the combined effort between TDA and their tourism

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destination partners and stakeholders. TDA was able to continue its successes in 2022 with a level of dedication and determination for their organization's mission.

Ms. Scarlett stated the intended purpose of this annual report is to provide accountability by looking back at the progress achieved. This report delivers a glimpse of the challenging work accomplished. A quick snapshot indicates the true, realistic recovery from the COVID-19 pandemic within the tourism industry and Randolph County. Randolph County had an increase of 4% in visitor spending and the occupancy tax revenues increased by 3.2% in comparison to 2021.

Ms. Scarlett reported on TDA's challenges and successes in 2022. They continue to work daily to set new strategic benchmarks for their future tourism marketing wins.

Commissioner Haywood said she was pleased to see one of the top visitor requests was the Deep River State Trail Map.

Commissioner McDowell stated it was good to see that Randolph County was being discovered by tourists. Ms. Scarlett said Randolph County was not a hidden gem anymore.

Purchase of Six (6) Dodge Durangos

Sheriff Seabolt stated the Sheriff's Office is requesting approval for the purchase of six (6) 2024 Dodge Durango Pursuit vehicles. Their intention is to acquire these vehicles through the North Carolina Statewide Vehicle Contract, which governs procurement for State agencies, community colleges, universities, and select local government entities, ensuring cost-effective and fair acquisition of goods and services.

Under the North Carolina Statewide Vehicle Contract, Performance Automotive has been awarded the bid (#202100002) as the designated supplier. The total cost for the purchase of six Dodge Durango vehicles amounts to \$258,592.98. It is worth noting that the funding for these acquisitions has been included in the Sheriff's Office budget for the 2023-2024 fiscal year.

In accordance with the Randolph County Purchasing Policy, which mandates that purchases exceeding \$90,000 require approval from the Board of Commissioners, the Sheriff's Office kindly seeks the Board's authorization to proceed with this procurement.

The acquisition of these six Dodge Durango Pursuit vehicles will significantly enhance the operational capabilities of our Sheriff's Office, particularly in terms of law enforcement tasks that require reliable and robust vehicles. The Dodge Durango Pursuit models provide the necessary performance, agility, and durability to support law enforcement efforts effectively.

Sheriff Seabolt stated the Sheriff's Office requests the Board's consideration and approval of this request to enable initiation of the purchase process and ensure timely delivery of the vehicles.

Vice-Chairman Allen asked why they chose Durangos. Sheriff Seabolt stated those are the only vehicles they can get at this time.

Commissioner McDowell asked if these vehicles would add to their fleet or were they replacement vehicles. Sheriff Seabolt stated these are replacement vehicles.

On motion by Haywood, seconded by McDowell, the Board voted 4-0, to approve the purchase of six (6) Dodge Durangos in the amount of \$258,593.

Purchase of Three (3) Chevy Tahoes

Chief Donovan Davis stated pursuant to G.S. 143-129 (e) (3), which authorizes the County's participation in a competitive group purchasing program from established competitive bidding, requested the Board's approval to purchase three (3) 2024 Chevy SSV (package) 4 x 4 Tahoes from Modern Chevrolet of Winston-Salem, North Carolina. These would be replacement quick-response vehicles (QRV).

Modern Chevrolet, on December 5, 2023, provided a quote that includes three (3) 2024 Chevy SSV (package) 4 x 4 Tahoes listed for a total purchase of \$171,126 (\$57,042 per vehicle, including the SSV option package and delivery). Contract pricing is from the NC Sheriff Association's competitive bidding process under Contract #22-08-0913RR.

On motion by Haywood, seconded by McDowell, the Board voted 4-0, to approve the purchase of three (3) Chevy Tahoes in the amount of \$171,126 from Modern Chevrolet in Winston-Salem, NC.

Transfer of Healthcare Grant to Northwest Randolph Human Services Project

Will Massie, Interim County Manager/Finance Officer, stated in 2022, Randolph County received a \$4,000,000 state grant for healthcare, which initially was planned for the hospital psychiatric renovation project. Since that project was not feasible, the County can use a portion of the grant funds for the acquisition and renovation of the Northwest Randolph Human Services Center building on Balfour Ave in Archdale in addition, one million dollars of the healthcare grant can be used for the principal payment for the Rural Health Stabilization loan, resulting in a reimbursement to the General Fund.

The Balfour Ave facility was initially financed wholly with county funds, so a portion of the advance can be returned to the General Fund and the remainder to replace funds in the Capital Reserve budget.

On motion by McDowell, seconded by Kidd, the Board voted 4-0, to approve the transfer of funds from the Healthcare Grant to the Northwest Randolph Human Services Project along with the associated Budget Amendments as follows:

<i>General Fund Budget Amendment #57</i>		
<i>Revenues</i>	<i>Increase</i>	<i>Decrease</i>
<i>Transfer from Hospital Psychiatric Renovation Capital Project</i>	<i>\$1,000,000</i>	

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<i>Transfer from NEW Randolph Human Services Center Project</i>	\$842,726	
<i>Appropriated Fund Balance</i>		\$842,726
<i>Appropriations</i>	<i>Increase</i>	<i>Decrease</i>
<i>Transfer to Capital Reserve</i>	\$1,000,000	

<i>Hospital Psychiatric Renovation Capital Project Ordinance Budget Amendment #1</i>		
<i>Revenues</i>	<i>Increase</i>	<i>Decrease</i>
<i>Investment earnings</i>	\$244,875	
<i>Appropriations</i>	<i>Increase</i>	<i>Decrease</i>
<i>Transfer to NW Randolph Human Services Center Project</i>	\$3,245,875	
<i>Transfer to General Fund</i>	\$1,000,000	
<i>Construction</i>		\$4,000,000
<i>Contingency</i>		\$1,000

<i>Northwest Randolph Human Services Central Capital Project Ordinance Amendment #5</i>		
<i>Revenues</i>	<i>Increase</i>	<i>Decrease</i>
<i>Transfer from Hospital Psychiatric Renovation Capital Project</i>	\$3,245,875	
<i>Appropriations</i>	<i>Increase</i>	<i>Decrease</i>
<i>Transfer to Capital Reserve</i>	\$2,403,149	
<i>Transfer to General Fund</i>	\$842,726	

<i>Capital Reserve Ordinance Budget Amendment #4</i>		
<i>Revenues</i>	<i>Increase</i>	<i>Decrease</i>
<i>Transfer to NW Randolph Human Services Center Project</i>	\$2,403,149	
<i>Transfer from General Fund</i>	\$1,000,000	
<i>Appropriations</i>	<i>Increase</i>	<i>Decrease</i>
<i>Transfer to General Fund</i>	\$3,403,149	

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Date and Location of Annual Retreat

Vice-Chairman Allen stated the Board typically holds a Board Retreat to become better informed on current topics. This allows the Commissioners to ask questions and discuss policy in an informal setting. A retreat provides the Board an opportunity to identify priorities and to guide management's efforts on current issues. Ideally, the 2024 Retreat could be held before departments complete work on their 2024-25 budgets.

Interim County Manager Will Massie said staff has been working on reserving the Wolfpack Room at the Cooperative Extension (CES). CES recommends the date of March 13, 2024, for the Annual Retreat. CES staff will be providing a lunch for the Board as well.

On motion by McDowell, seconded by Haywood, the Board voted 4-0, to set the date for the Annual Retreat for March 13, 2024, in the Wolfpack Room at Cooperative Extension with lunch being served at noon and the retreat to begin at 1:00 p.m.

County Manager's Update

Interim County Manager Will Massie reminded the Board of the following upcoming dates:

- January 8, 2024 is the joint meeting with Randolph County Board of Education.
- January 22, 2024 is a Zoning Appeal followed by Leadership Discussion with Randolph Community College.

Commissioner Updates

Vice-Chairman Allen shared that the next several Board Meetings will be held in the Randolph County Office Building Meeting Room A, 725 McDowell Road, Asheboro, while the Old Historic Courthouse is being renovated.

Commissioner Haywood shared that the North Carolina Association of County Commissioners has produced a documentary titled "The Veterans Battlefield." This documentary is about the transitions that Veterans face as they move from being actively in the service into their civilian lives. She said that our County Veterans Services Office is very important in connecting Veterans to services and this documentary highlights how Veterans Services can help them get connected. There will be three screenings in Randolph County as follows: January 28, 2024, at the Sunset Theater; February 3, 2024, at The Liberty Town Hall; and February 6, 2024, at the Archdale Public Library.

Vice-Chairman Allen gave an update on issues with the Sandhills Mental Health Center. There was a voluntary merger between Sandhills and Eastpoint – combined several counties into one area. This would make a 29 member Board to decide on services. Fifteen seats would be from Sandhills, fourteen seats would be from Eastpoint and Randolph County would hold two of those seats. Secretary Kinsley stated in November 2023 the merger would be opted out of and they would be taking Sandhills and Eastpoint and combining them with Trillium. Trillium is a 28 member county provider along the east coast of North Carolina. As of this past Friday, Vice-Chairman Allen stated he received an email from the Eastpoint Board indicating they have appointed a Board of 11 members per the Secretary's directive. In these appointments, there is no seat for a Randolph County representative even though Randolph County is one of the larger counties being represented. Vice-Chairman Allen stated there will be a meeting this Friday with

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Trillium to get a better understanding of what all of this means and why Randolph County was left out of this process.

Commissioner McDowell thanked Vice-Chairman Allen for the update on the Sandhills Mental Health issues. Commissioner Haywood said this issue is very serious for those citizens needing these types of services.

Vice-Chairman Allen said this process is being hurried through as part of the Medicaid Expansion and those that need the help may not receive it.

Adjournment

At 7:32 pm on motion of McDowell, seconded by Haywood, the Board voted 4-0 to adjourn.

Darrell Frye, Chairman

David Allen

Kenny Kidd

Maxton McDowell

Hope Haywood

Jenny Parks, Deputy Clerk to the Board

January 8, 2024 — Special Joint Meeting with the Randolph County Board of Education

The Randolph County Board of Commissioners met in special joint session with the Randolph County Board of Education at 4:30 p.m. in the Randolph County Schools Central Services Board Room, 2222 S. Fayetteville Street, Asheboro. Chairman Darrell Frye, Vice-Chairman David Allen, Commissioners Hope Haywood and Kenny Kidd were present. Commissioner Maxton McDowell was absent. Also present were Interim County Manager/Finance Officer Will Massie, Assistant County Manager/Operations William Johnson, Associate County Attorney Aimee Scotton and Deputy Clerk to the Board Jenny Parks, and Clerk to the Board Dana Crisco. Members of the Randolph County Schools System present were Superintendent Dr. Stephen Gainey, Board of Education members Gary Cook, Tracy Boyles, Fred Burgess, Mike Sink, Phillip Lanier, and Shannon Whitaker and Executive Assistant to the Superintendent Beverly Fowler. Sharon Petty Farlow arrived late.

Superintendent Dr. Stephen Gainey welcomed the Commissioners and Chairman Frye called the meeting to order for the County.

Dr. Gainey introduced School Board members and County School System leadership staff.

Dr. Gainey gave an update on their accomplishments and advancements in their extended facilities plan. He thanked the Commissioners for making their needs a “team” effort. He gave an update on funding and discussed some of their 2024-2025 fiscal year (FY) budget requests.

Dr. Gainey said the projected continuation costs are \$732,200 for the 2024-2025 FY. He stated this would cover the everyday expenses including matching insurance and retirement increases, and the effects of charter school growth. He explained the financial impact of charter school enrollment on funding from the state. He asked for \$52,000 to contribute to the School Resource Officers for the Elementary Schools along with \$1,200,000 for local employee salary increases.

For capital outlay, Dr. Gainey stated that they would not be asking for any money for the Facility Upgrade/Repair Plan.”

Dr. Gainey thanked the Commissioners for their continued support of Randolph County Schools.

Adjournment

At 6:00 p.m., on motion of Allen, seconded by Kidd, the Board voted 4-0 to adjourn.

Darrell Frye, Chairman

David Allen

Kenny Kidd

Hope Haywood

Dana Crisco, Clerk to the Board

1/08/24

Special Meeting January 22, 2024 – Zoning Appeals

The Randolph County Board of Commissioners met in special session at 6:00 p.m. at 725 McDowell Road, Meeting Room A, Asheboro. Chairman Darrell Frye, Vice-Chairman David Allen, Commissioner Hope Haywood, Commissioner Maxton McDowell, and Commissioner Kenny Kidd were present. Also present were Interim County Manager/Finance Officer Will Massie, Assistant County Manager William Johnson, County Attorney Ben Morgan, Clerk to the Board Dana Crisco, and Deputy Clerk to the Board Jenny Parks. This special meeting was live streamed on YouTube.

Tonya Caddle, Planning and Zoning Director, reviewed the following request:

H. R. GALLIMORE, 231 South Fayetteville Street, Asheboro, agent for **TARNIK FUNDS, LLC**, Spring, TX, has requested an appeal for the decision made by the Randolph County Planning Board to deny the request to rezone 3.66 acres at the intersection of Hwy. 64 E and Lee Layne Road, Columbia Township, Tax ID #8712578454, Municipal Growth Area, *from RA - Residential Agricultural District and RR- Residential Restricted District to HC - Highway Commercial District* to allow for all uses within the Highway Commercial zoning district.

Public Hearing

Chairman Frye opened the Public Hearing at 6:05 p.m. and closed it after anyone wanting to speak had done so.

H. R. Gallimore, 231 South Fayetteville Street, Asheboro, said he was with Remax Central Realty and represents the property owner, Tarnik Funds, LLC. Mr. Gallimore said the only issues that were presented during the rezoning hearing were one gentleman wanting to know what exactly would be built on this property and a lady concerned about trash in the creek at the back of the property. He stated he is in favor of rezoning this property due to the location being on a four-main signal corner of Hwy. 64 in Ramseur. Surrounding properties include a convenience store, a trucking company, a contractor's office, and a church. He said the possible allowed uses in the HC – Highway Commercial District section of the Randolph County Unified Development Ordinance (UDO) need to be reviewed due to there being so many different uses listed. Updating this list would help with the possibility of fewer appeals being heard in situations such as this.

Vice-Chairman Allen asked how much of the property could be developed. Mr. Gallimore stated approximately 2.5 acres.

Jim Rains, 7929 US Hwy. 64 East, Ramseur, stated he was against the rezoning of this property. He stated his family members are Randolph County natives, as well as he and his son. He thanked the Board for allowing him the opportunity to be heard regarding the development of this property. He owns property across the street from this site and he is concerned about the types of runoff this site could have due to there being no public water and sewer service to this site. He is concerned about his drinking water. Mr. Rains stated around 25% of this property is inside a flood plain. The site has a drop-off of 30 feet from Hwy. 64 into a creek that feeds into Deep River. He questioned several of the options listed, out of the 92, in the UDO and was concerned

about what may be allowed to be built on this property. He was concerned the new business built may not fit in with the surrounding properties.

Vickie Bulla, 196 Lee Layne Road, Ramseur, stated she was against the rezoning of this property. She owns property adjacent to the one in question and is concerned with the pollution and trash in the creek at the back of this property. She shared several photos that she had taken on her phone with the Board of the creek. She stated this property floods when it rains and she is concerned with any pollution that may run off this property into the creek and onto her property, possibly affecting the quality of the drinking water.

Mr. Gallimore stated that anyone wanting to place a business on this property would be required to make several improvements to the property. The location is excellent for a business, but the site does have its challenges.

Discussion

Commissioner Haywood stated she agrees that the location is appropriate for the zoning request but hesitates to approve it due to the list of options that is currently in the UDO. If the Board rezones this parcel allowing for the numerous options in the UDO for Highway Commercial District, they cannot specify conditions like buffers or set backs.

Chairman Frye asked if the list of options in the UDO were being looked at to be revised. Ms. Caddle stated the staff of Planning and Zoning were looking into text changes regarding the options.

Vice-Chairman Allen asked what the properties surrounding the one in question were zoned. Ms. Caddle gave the zoning status of those properties.

Vice-Chairman Allen asked what an accessory use is. Ms. Caddle stated, an example would be a business wanting to place a storage building on a site.

Commissioner Haywood asked if the lighting of the trucking company that is across the street from the property in question was part of a condition. Ms. Caddle stated lighting could be part of a condition, but in this case, it is just lighting for the company that they may need.

Commissioner Kidd stated he appreciated the Planning and Zoning staff looking into the use options in the UDO. It appears that these will continue to be questioned if the options are not revised. He stated he does agree with the rezoning of this property.

Vice-Chairman Allen asked if there were any comments from the two churches adjacent and across the street from this property. Ms. Caddle said there were not.

Vice-Chairman Allen stated he would prefer the property be conditional use, however the location is appropriate for it to be rezoned. He agrees the options in the UDO need to be revised.

On motion of Allen, seconded by Kidd, the Board voted 4-1, with Haywood voting no, to approve this rezoning request to rezone the specified parcel(s) on the rezoning application and the

Map Amendment Ordinance, to the requested zoning district based upon the Determination of Consistency and Findings of Reasonableness and Public Interest statements that are included in the Board of Commissioners agenda, submitted during the rezoning presentation and as may be amended, incorporated into the motion, to be included in the minutes and that the request is also consistent with the Randolph County Growth Management Plan.

Adjournment

At 6:46 p.m., on motion of Allen, seconded by Kidd, the Board voted 5-0 to adjourn.

Darrell Frye, Chairman

David Allen, Vice-Chairman

Maxton McDowell

Kenny Kidd

Hope Haywood

Jenny Parks, Deputy Clerk to the Board

January 22, 2024
Special Joint Meeting with Randolph Community College

The Randolph County Board of Commissioners met in a special joint session with Randolph Community College in Meeting Room A, 725 McDowell Road, Asheboro. Chairman Darrell Frye, Vice-Chairman David Allen, Commissioners Kenny Kidd, Maxton McDowell, and Hope Haywood were present. Also present were Interim County Manager/Finance Officer Will Massie, Assistant County Manager/Operations William Johnson, County Attorney Ben Morgan, Clerk to the Board Dana Crisco, and Deputy Clerk to the Board Jenny Parks. This special meeting is being live streamed on YouTube.

At 6:50 p.m., Chairman Frye called the meeting to order.

Several members of the Randolph Community College (RCC) Board of Trustees, along with Dr. Shah Ardalan, RCC President, gave a PowerPoint presentation on technology upgrades, college-wide repairs, renovations, and expansions, along with costs and funding requests for these items.

Dr. Shah and Reynolds Lisk, Chair of RCC Board of Trustees, thanked the Board for allowing RCC to present its capital request to them.

Adjournment

At 7:40 p.m., on motion of Allen, seconded by Kidd, the Board voted unanimously to adjourn.

Darrell Frye, Chairman

David Allen

Kenny Kidd

Maxton McDowell

Hope Haywood

Jenny Parks, Deputy Clerk to the Board



Memo

To: TDA Board of Directors
From: Will Massie, Finance Officer
CC: Amber M. Skeen, Clerk to the Board
Date: 12/13/2023
Re: FY 2023/24 – Budget Amendment #2024-07

This Budget Amendment requests \$40,000 from the Fund Balance for Operating and Marketing Costs.

This increase in the operating and marketing budgets would allow the TDA to purchase the 2024 Randolph County Travel Guides, sponsor events within Randolph County, pay for advertising to increase visitors to Randolph County, purchase promotional materials for events, pay to travel for employees, and pay for postage to mail out Randolph County Travel Guides to visitors.

Please approve Budget Amendment #2024-07 for the Fiscal Year 2023-24 to record the additional marketing in the current budget year.

Revenue	Increase	Decrease
Appropriated Fund Balance	\$40,000	
Expenditures	Increase	Decrease
Operating Cost	\$5,000	
Marketing Cost	\$35,000	

This budget amendment was approved by the TDA Board of Directors on December 13, 2023.



Randolph County

Administration
725 McDowell Road
Asheboro, North Carolina 27205
www.randolphcountync.gov

MEMORANDUM

To: Randolph County Commissioners

From: William Johnson, Assistant County Manager

Date: January 25, 2024

Subject: Seagrove-Ulah Metropolitan Water Authority Reappointment – Donald Strider

Seagrove-Ulah Metropolitan Water Authority Board member Donald Strider has agreed to serve another term as a board member. Donald Strider was first appointed in February 2000. This re-appointment is for a three year term.

Donald Strider has been a dedicated member of the Seagrove-Ulah Metropolitan Water Authority, during challenging times of progress.



RANDOLPH COUNTY

BOARD OF COMMISSIONERS

Randolph County Office Building 725 McDowell Road
Asheboro, North Carolina 27205 Telephone 336-318-6301

Darrell Frye, Chairman
David Allen, Vice-Chairman
Kenny Kidd
Maxton McDowell
Hope Haywood

Will Massie, County Manager
Ben Morgan, County Attorney
Dana Crisco, Clerk to the Board

February 5, 2024

Re: Appointment to the Piedmont Triad Regional Workforce Development Board (PTRWDB)

Chairman Frye has recommended Liberty Town Manager Scott Kidd to serve as a representative for the Randolph County Commissioners on the PTRWDB.

Please approve this request.

Randolph County Administration



Memo

To: Randolph County Board of Commissioners

From: Will Massie, Assistant County Manager / Finance Officer

Date: 1/11/2024

Re: Consideration of 2024 Audit Contract

Federal and state laws require a local government's annual audit to encompass testing of both financial statements and legal compliance, thus making it a specialized service. The County has historically maintained a lasting relationship with its independent audit firm, resulting in better service and a more efficient audit. In 2022, we bid out audit services and selected Cherry Bekaert for another three-year period.

The proposed base audit fee for the County's 2024 fiscal year is \$105,200, plus another \$5,700 for the audit of the Tourism Development Authority. These are the same fees listed as 2024 estimates in the bid package, and are a 5% increase. To meet requirements for a federal and state Single Audit, there are contingent fees if they must audit more than seven major programs (\$5,000 for each additional program).

We request the Board of Commissioners authorize the Chairman to sign the contract with Cherry Bekaert LLP for the audit of the fiscal year ended June 30, 2024.



RANDOLPH COUNTY PUBLIC LIBRARIES

Memorandum

Date: January 16, 2024

TO: Randolph County Board of Commissioners
FROM: Ross Holt, Library Director
RE: Budget amendment request – library trust

A library trust was established by the Randolph County Board of Commissioner in 1992 for the deposit of bequests and gifts to the Randolph County Public Library. The Board of Commissioners authorized the Randolph County Public Library Board of Trustees to control, use and dispose of all funds from such bequests and gifts for the benefit of the Library.

The library trust now is included as part of the Library Resource Fund in the county budget ordinance, with an amount available for expenditure based on funding requests from the director that the trustees have previously approved. The remainder of the Trust Fund is held as fund balance. If previously- or newly-approved expenditures exceed the budgeted amount, a budget amendment is necessary to move additional Trust Fund monies into the spendable budget.

The Trustees have approved a total of \$15,000 for furnishings and other interior appointments at the Archdale (\$10,000) and Franklinville (\$5,000) libraries. Therefore, please approve a budget amendment to authorize \$15,000 from Appropriated Fund Balance to make Trust funds available for these projects.

Thank you.

2023-2024 Budget Ordinance

Library Trust

Budget amendment # _____

Revenues	Increase	Decrease
Appropriated Fund Balance	\$15,000	
Appropriations	Increase	Decrease
Library Support	\$15,000	

201 WORTH STREET • ASHEBORO, NC 27203
RANDOLPHLIBRARY.ORG
RANDQUEST.ORG



RANDOLPH COUNTY

BOARD OF COMMISSIONERS

Randolph County Office Building 725 McDowell Road
Asheboro, North Carolina 27205 Telephone 336-318-6301

Darrell Frye, Chairman
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Will Massie, County Manager
Ben Morgan, County Attorney
Dana Crisco, Clerk to the Board

February 5, 2024

Re: Ratify Vote of Consensus for Compensation for County Management

The Board met in Closed Session on January 22, 2024 to discuss personnel matters pursuant to [NCGS 143-318.11(a)(6)]. It was the consensus of the Board to modify salaries of William Massie and William Johnson as follows:

William Massie to move from Grade 135S/Step 34 to Grade 136S/Salary Conversion \$180,000/yr

William Johnson to move from Grade 131S/Step 12 to Grade 131S/Salary Conversion \$115,000/yr

Please ratify this action of consensus to complete these changes.



RANDOLPH COUNTY HUMAN RESOURCES

♦ Randolph County Office Building ♦ 725 McDowell Road
♦ Asheboro, North Carolina 27205

To: Randolph County Commissioners
CC: Will Massie, Interim County Manager
From: Jill N. Williams, Human Resources Director
Date: February 5, 2024
Subject: NC Office of State Human Resources Substantial Equivalency Monitoring Compliance

Local jurisdictions that are designated as Substantially Equivalent must demonstrate that their personnel system is similar enough (substantially equivalent) to standards established by the State Human Resources Act. After the initial designation has been conferred, local jurisdictions must submit a Substantial Equivalency Monitoring Form periodically, verifying that their local policies and procedures are compliant with these requirements. Randolph County's most recent re-certification was in January 2023.

Substantially Equivalent refers to a jurisdiction's ability to maintain a personnel system for its employees who are subject to the State Human Resources Act (SHRA). Randolph County has two departments whose employees are subject to the SHRA, the Department of Social Services and the Public Health Department.

In February 2009, Randolph County petitioned for substantial equivalency in two areas, *Recruitment, Selection and Advancement* and *Classification and Compensation*. The State Personnel Commission approved this petition with an effective date of January 1, 2010.

For the current re-certification, OSHR has provided a short form that counties may submit if there have been no policy changes in the substantially equivalent areas. As Randolph County has had no policy changes, this form may be submitted and the policies and supporting documentation that were submitted in 2018, need not be resubmitted.

Action Requested:

Request that the Board of County Commissioners continue to support the County's petition to remain substantially equivalent, as requested by the Office of State Human Resources.

**NC Office of State Human Resources
Substantial Equivalency Monitoring Short Form 2023**

Please check YES or NO to indicate that your policy meets the requirements

General Requirement. Recruiting, selecting, and advancing employees will be based on their relative ability, knowledge, and skills, including open consideration of qualified applicants for initial appointment.

RECRUITMENT

Requirements:

- (a) There must be a planned and organized recruiting program, carried out in a manner that assures open competition.
- (b) Special emphasis will be placed on efforts to attract minorities, women, the disabled, or other groups that are substantially underrepresented in the jurisdiction work force to help assure they will be among candidates for whom appointments are made.

YES ☒ NO ☐

Comments: _____

SELECTION

Requirements:

- (a) The selection of applicants for vacant positions will be through open competition.
- (b) Selection procedures will be job related.
- (c) Job related minimum requirements for entrance to a class will be established wherever practical, and will be met by all candidates examined, appointed, or promoted.
- (d) Prior to receiving a permanent appointment, each employee will satisfactorily complete the required probationary appointment.

YES ☒ NO ☐

Comments: _____

ADVANCEMENT

Requirement

Policies and programs regarding promotions will consider all eligible employees within the jurisdiction and adequately assure that all persons promoted are qualified.

YES ☒ NO ☐

Comments: _____

General Requirement: A current, equitable, and adequate position classification and compensation plan will be provided.

POSITION CLASSIFICATION

Requirement:

Job Evaluation (syn. Classification) plans will be based upon a soundly applied, professionally accepted job evaluation methodology which establishes the relative strength of related positions through consideration of the difficulty, responsibility, and other requirements of the work. System components and all relationships determined along with accompanying rationale will be fully documented.

YES ☒ NO ☐

Comments: _____

COMPENSATION

Requirements:

- (a) The compensation plan will, within labor market constraints, have as its principal basis the class relationships (syn. skill level relationships, job relationships, work level relationships etc.) discerned by the classification process.
- (b) Within limits of local financial ability and fiscal policy, the level of compensation assigned to class of the plan will, in conjunction with Subparagraph (2)(a) of this Rule, adequately consider the competitive labor market within the geographical area of recruitment.
- (c) Logical and equitable practices will be established which guide salary administration in positions and employee actions within the jurisdiction

YES ☒ NO ☐

Signatures indicate that management has reviewed and certified that local policies and procedures remain in compliance with the administrative code requirements for substantially equivalent systems, **25 NCAC 01I .2400**. In addition, the BOCC's or LME Board, is aware and supports the petition to remain substantially equivalent.

County
Manager or
LME CEO:

Signature

Date

HR Director:

Signature

Date

BOCC or LME
Board Chair:

Signature

Date

Memorandum

Date: February 5, 2024

To: Randolph County Board of Commissioners

From: Kenny Sherin, County Extension Director

RE: Request for Appointment/Reappointment of Voluntary Agricultural District Board Members

The board terms of Randolph County Voluntary Agriculture District board members W. Joe Allen, Kemp Davis, Thomas Lawrence, Mike Morgan, Roger Pritchard, and Linda York are expiring in February 2024.

All of those with expiring terms have expressed a desire and willingness to serve another term. We request reappointment of W. Joe Allen, Kemp Davis, Thomas Lawrence, Mike Morgan, Roger Pritchard, and Linda York to serve on the Voluntary Agriculture District Board.

We request the approval of Dennis Wicker as a new member of the Voluntary Agriculture District Board. He will fill the vacant seat left by Wilbur Hancock.

Thank you for your consideration of those willing to serve on the VAD board.



Memo

To: TDA Board of Directors
From: Will Massie, Finance Officer
CC: Amber M. Skeen, Clerk to the Board
Date: 01/24/2024
Re: FY 2023-24 – Budget Amendment #2024-8

This Budget Amendment transfers funds for \$2,700 from Tourism Related Projects /Grants & Sponsorships to Operating Costs / Professional Dues. This budget amendment is necessary to help pay for the increased cost of professional dues in fiscal year 2023-2024.

Please approve Budget Amendment #2024-08 for Fiscal Year 2023-24 to adjust the current budget. This amendment will not increase the adopted total budget.

Revenue	Increase	Decrease
Expenditures	Increase	Decrease
Operating Cost	\$2,700	
Tourism Related Projects		\$2,700

Approved by the TDA Board of Directors on 1/24/24.

Randolph County Administration



Memo

To: Randolph County Board of Commissioners

From: Will Massie, Assistant County Manager / Finance Officer

Date: 1/26/2024

Re: Amend Seagrove-Ulah Wastewater Capital Project Funding

The Board of County Commissioners have previously created the Seagrove-Ulah Wastewater Treatment Plant (WWTP) Capital Project. At the January meeting, the Board authorized the package plant improvement project be primarily funded from the County's available restricted ARPA allocation in the Coronavirus Recovery Fund.

However, recently the engineer has expressed doubt that the ARPA deadline of 12-31-24 can be met. Accordingly, we will use state grant funds for the construction phase of the project.

To update the funding source for the WWTP project, please approve the following budget amendments in the Coronavirus Recovery Fund and the Seagrove-Ulah WWTP Capital Project Fund:

Coronavirus Recovery Grant Fund
Budget amendment #19

Revenues	Increase	Decrease
Appropriations	Increase	Decrease
Transfer to Rural Water Infrastructure Fund		\$3,000,000
Contingency	\$3,000,000	

Seagrove-Ulah WWTP Capital Project Ordinance
Amendment # 5

Revenues	Increase	Decrease
Restricted Intergovernmental	\$3,000,000	
Transfer from the Coronavirus Recovery Fund		\$3,000,000
Appropriations	Increase	Decrease

Randolph County Administration



Memo

To: Randolph County Board of Commissioners

From: Will Massie, Assistant County Manager / Finance Officer

Date: 1/30/2024

Re: Project Amendment – I-74 Industrial Center Sewer Project

A multi-year capital project fund has already been established to account for I-74 Industrial Center Sewer extension costs, separate from the General Fund.

There will be additional work necessary for re-design along the project route, increasing the cost of the engineering contract.

To update the budget for the Capital Project, please approve the following project amendment:

Randolph I-74 Industrial Center Sewer Capital Project Fund

Amendment #6

Revenues	Increase	Decrease
Appropriations	Increase	Decrease
Professional Services	\$17,600	
Construction		\$17,600



RANDOLPH COUNTY

BOARD OF COMMISSIONERS

Randolph County Office Building 725 McDowell Road
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Kenny Kidd
Maxton McDowell
Hope Haywood

Will Massie, County Manager
Ben Morgan, County Attorney
Dana Crisco, Clerk to the Board

RESOLUTION ACCEPTING STATE WATER AND SEWER GRANT

WHEREAS, Randolph County has received a state earmark for the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2022-74 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding to Randolph County in the amount of \$2,500,000 to perform work detailed in the submitted application, and

WHEREAS, Randolph County intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE RANDOLPH COUNTY BOARD OF COMMISSIONERS:

That Randolph County does hereby accept the American Rescue Plan Grant offer of \$2,500,000.

That Randolph County does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That William Massie, Assistant County Manager/ Finance Officer, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 5th of February, 2024 at Asheboro, North Carolina.

Darrell Frye
Chairman, Board of County Commissioners

Randolph County Administration



Memo

To: Randolph County Board of Commissioners

From: Will Massie, Assistant County Manager / Finance Officer

Date: 1/12/2024

Re: Budget Amendment – Community Appropriations

With funding obtained in the State budget by our legislative delegation, the County was provided special funding for capital needs. As a result, the County can consider using General Fund resources for special appropriations to certain department programs and to community organizations that provide public services. These appropriations total \$1,500,000 and support a variety of community programs. If the Board of County Commissioners wishes to offer these grants, we can begin the application and contract process.

Fire Departments	\$400,000
United Way of Randolph County	190,000
Farmer Civitan Club	20,000
Randolph Family Crisis Center	100,000
Our Daily Bread	25,000
Honoring Our Veterans	50,000
Hospice Randolph County	100,000
Uwharrie Youth Sportsman Assn	50,000
Grubb YMCA	150,000
Pierce Ministries (Trinity)	100,000
Raiders Youth Football	10,000
Guardian Ad Litem Randolph Volunteers	5,000
Asheboro Rotary Club	100,000
Randolph County Departments:	
Randolph County Sheriff's Office	110,000
Randolph County Animal Shelter	25,000
Adult Day Reporting Center	50,000
Randolph County Veteran Services	15,000
	<u>\$1,500,000</u>

Please approve the following budget amendment to the General Fund:

2023-2024 Budget Ordinance

Budget amendment #_____

General Fund

Revenues	Increase	Decrease
Appropriated Fund Balance	1,500,000	
Appropriations	Increase	Decrease
Sheriff	\$110,000	
Animal Services	\$25,000	
Veteran Services	\$15,000	
Adult Day Reporting Center	\$50,000	
Other Public Safety	\$400,000	
Other Human Services	\$690,000	
Other Cultural and Recreational	\$210,000	

RANDOLPH COMMUNITY COLLEGE

2024 Strategic Planning



A photograph of a large, modern sign for Randolph Community College. The sign features a large blue and white stylized 'R' logo. To the right of the logo, the words 'RANDOLPH' and 'COMMUNITY COLLEGE' are written vertically in white on an orange background. The sign is mounted on a tall, grey, rectangular pole. A blue, curved, horizontal bar is positioned above the sign. The background shows green trees and a clear blue sky.

Growth & Long-Term Sustainability

How do we get there?

CURRENT STATUS

Over Sixty Years of Great Service



- Ranked **#1** Community College in NC
- **Best** Online College in NC
- Ranked **#26** Community College in US



- Nursing program Ranked **#3** in NC
- **100%** Pass Rate for 3 years



- 46,00 Students Served (2018 - 2023)
- 7,000+ Credentials Earned (2018 - 2023)
- 600+ Businesses Served (2018 - 2023)



RCC Student, Kassandra Ciriza Monreal, won the **2023 Governor Robert Scott Leadership Award** from the NCCCS out of all 58 Community Colleges in NC. She is now a Morehead Cain Scholar at UNC.

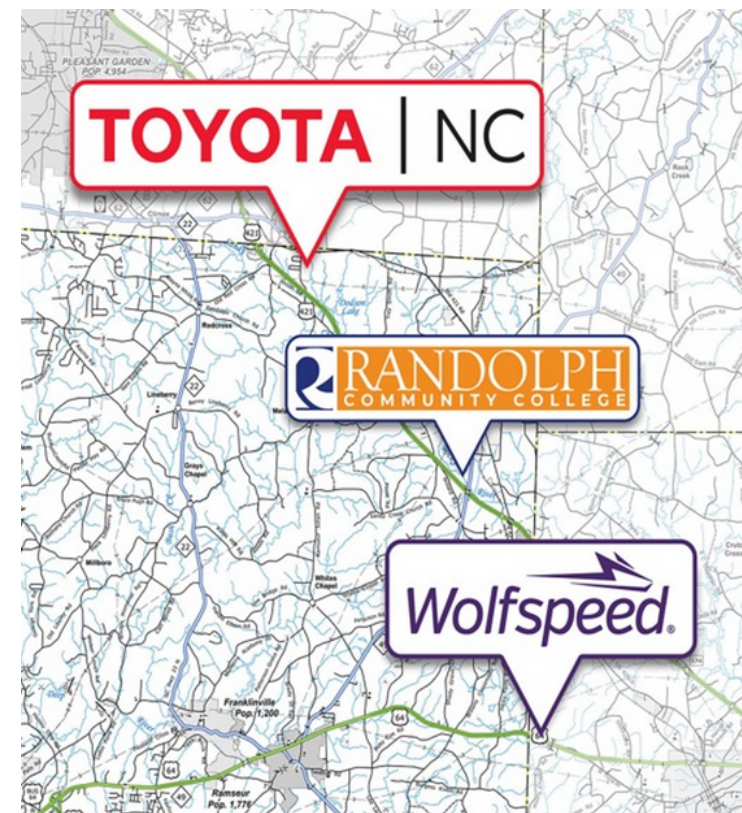
THE FUTURE



- Technology Upgrades
- College-Wide Repair and Renovations



- Archdale Renovation
- ESTC Renovations & Expansion



- Creation of the Applied Industrial AI Center of North Carolina
- New Site - Liberty, NC

RCC | 2024

Strategic Planning

WHAT:

Strategic planning is a systematic process of defining an organization's direction and making decisions on allocating resources to pursue this direction. It involves:

- Setting goals.
- Determining actions to achieve goals.
- Mobilizing Resources to execute actions.



This is our “WHY”

SO WHAT?



Alignment with Mission, Vision, and Values.

Strategic planning ensures that our mission, vision, and values are reflected in the goals and actions. Alignment helps maintain a clear purpose and direction.



Resource Optimization.

A strategic plan allows the efficient allocation of resources, including finances, personnel, and time, ensuring that they are utilized in a way that best supports RCC’s objectives.



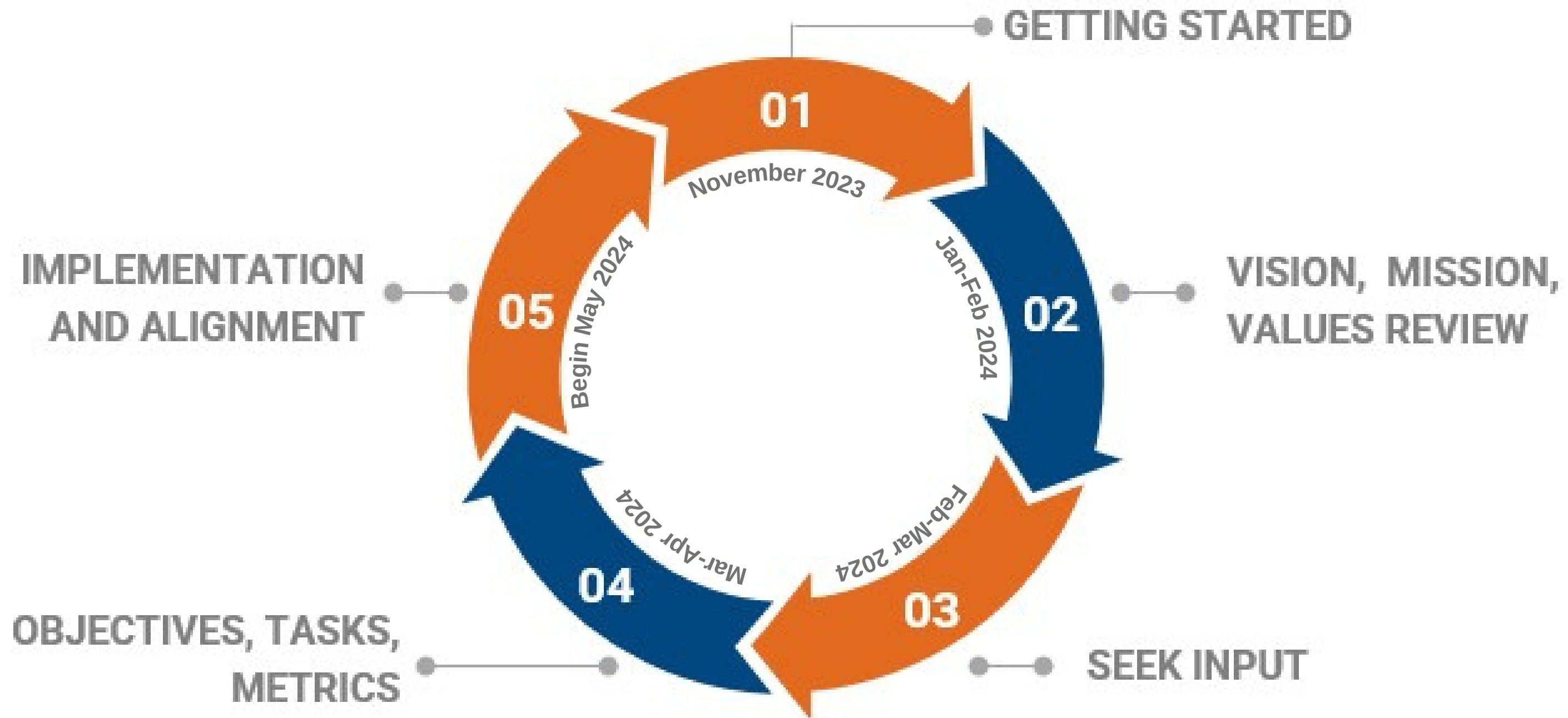
Adaptation to Change.

Strategic planning provides a framework for anticipating and responding to changes in the educational and workforce development landscape, technology, and community needs.



**How we
plan to
do it.**

Strategic Plan Process



MISSION, VISION, VALUES, ASSUMPTIONS

Mission

A concise statement of RCC's fundamental purpose and reason for existence.

Vision

A forward-looking statement that describes the desired future state. It paints a picture of what RCC aspires to be and inspires and motivates faculty, staff, students, and the community;

Values

The primary words that represent RCC's fundamental beliefs and principles. They guide behavior and decision-making within the organization.

Assumptions

The strategic plan is developed assuming specific internal and external conditions. They are not immutable facts, but are projected to hold true for the planning time horizon.

Strategic Plan Steering Committee

Executive Committee

Linda Brown	Strategic Planning and Development Officer
Adrianne Phillips	Director of Institutional Effectiveness
Kris Julian	Director of Marketing
Richard Weldon	VP for Administrative Services
Suzanne Rohrbaugh	VP for Instructional Services
Shelley Greene	VP for Institutional Advancement
Chad Williams	VP for Student Services

Steering Committee Members

Jennifer Recendez	Financial Aid and Veterans Affairs Associate
Elaine Sill	Student Services Counselor and Career Services Coordinator
Shane Bryson	Director of Student Life and Recruitment
TBD	SGA Student
Chris Hussey	Director of College Services
Cathy Bibey	Director of Financial Services
Tara Williams	Director of Information Technology Services
David Richardson	Director of Facilities Operations
Tina Dixon	Associate Dean, Health Sciences
Misty West	Director of Educational Partnerships and Initiatives
Scotty Duyck	Faculty Member
Janet Ingold	Workforce Development Admin Assistant
Isai Robledo	Dean of Workforce Development
Ken Hughes	Director Customized Training



PRESENTATIONS TO COMMUNITY STAKEHOLDERS



Randolph County Commissioners
Archdale Council
Asheboro Council
Franklinville Council
Liberty Council
Ramseur Council
Randleman Council
Seagrove Council
Staley Council
Trinity Council
Asheboro City Schools
Randolph County Schools
Uwharrie Charter Academy
Rotary Clubs
President's Advisory Council

LISTENING SESSIONS WITH STAKEHOLDERS



Faculty, Staff, and Students.

**Open-to-the-Public Sessions in
Archdale, Asheboro, and Liberty.**



**Public Feedback Opportunities
via RCC website.**

NOW WHAT?



Communication and Engagement

It is important to communicate the strategic plan to all stakeholders and engage them in the implementation process. This fosters a sense of ownership and commitment.

Implementation of Strategies

With a strategic plan in place, the next step is to implement the identified strategies. This involves assigning responsibilities, setting timelines, and regularly monitoring progress.

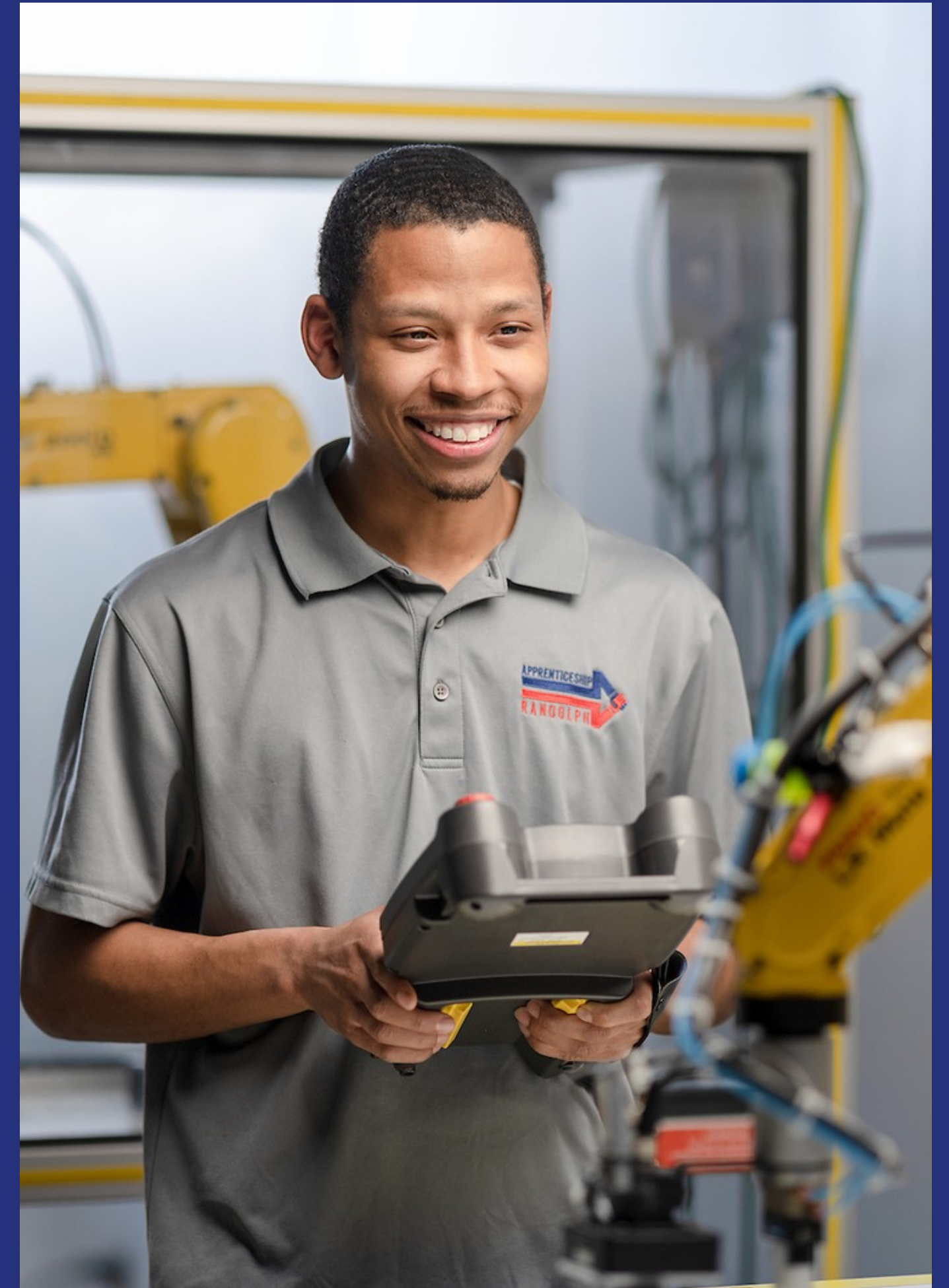
Continuous Monitoring and Evaluation

Regularly review and assess the effectiveness of the strategies. Adjustments may be necessary based on any changing internal and external environment.

WHAT WE NEED FROM YOU:

- Input
- Feedback
- Suggestions
- Candor

LJBrown@randolph.edu



Memorandum

Date: February 5, 2024

To: Randolph County Board of Commissioners

From: Kenny Sherin, County Extension Director

RE: Voluntary Agricultural District Update

In 2023, an audit and update were conducted for the Voluntary Agricultural District (VAD) record-keeping. The process of approving, recording, and tracking land parcels involves at least three county departments: the Randolph County N.C. Cooperative Extension Center, Planning Department, and Tax Department. One issue identified in the audit is the VAD status of sold or transferred parcels. Upon land transfer, parcels are assigned new Parcel Identification Numbers (PINs), and the VAD status does not automatically transfer to these new PIN numbers.

While VAD status can be transferred with the property, the change in PIN numbers requires the landowner to be contacted for guidance on whether the transfer affects the parcel's eligibility according to the VAD ordinance. The three county departments have collaboratively developed a process to account for parcel transfers and update VAD status.

In the 2023 report, Randolph County was reported to have over 26,240.41 acres in the VAD program. The audit and updated records revealed the following data:

- Acreage in VAD: 18,220.92
- Acreage in Enhanced VAD: 1,310.02
- Total Acres: 19,530.94
- Total Parcels: 465
- Number of Acres added in 2023: 917.59

In previous years, sold or transferred parcels were not deducted from the total reported due to communication gaps between departments. Moving forward, yearly reports will be generated from the collaboratively maintained database by the Cooperative Extension, Planning, and Tax Departments.

Other activities related to VAD in the current year include:

- Purchase of new signs to replace old and faded signs on current properties
- Presentations about entering the VAD at community meetings
- Increased awareness of VAD participation spurred by the Growth Management Plan update

Finally, the Voluntary Agriculture Board expresses gratitude to the Board of Commissioners for their ongoing support of the Farm, Food, and Family Education Center. A groundbreaking ceremony for this \$35 Million project was held on November 13, 2023. The VAD board has advocated for this project for many years and appreciates the progress that has been made.



Randolph County

Office of the County Manager
725 McDowell Road
Asheboro, North Carolina 27205
www.randolphcountync.gov

MEMORANDUM

To: Randolph County Commissioners
From: Leia Gearhart, Strategic Program Coordinator
Date: January 25, 2023
Subject: **Town of Liberty Freedom Park Improvement Project – Liberty Families with Children**

The Town of Liberty strives to provide a small town feel in an area that, over the past two years, experienced—and will continue to experience—growth challenges due to local economic development. To ensure that it promotes physical and mental wellness and provides recreational opportunities to its existing and future residents, Liberty has secured grant funding from the Land and Water Conservation Fund in 2020 as well as the State budget to enhance and expand amenities at its Freedom Park. Inflation costs coupled with prolonged grant timelines due to the COVID-19 pandemic have tripled original project costs. With \$500,000 of external funding secured for this project, the Town of Liberty is requesting \$200,000 in Strategic Planning Fund dollars which will be matched by NC Parks to complete the \$900,000 project.

If funded, the Town of Liberty will direct \$200,000 in Strategic Planning Funds toward two amenities requested by surveyed community residents:

- **Amphitheater Shell:** \$100,000 required for installation of acoustical shell for outdoor amphitheater space to host musical events and film screenings.
- **Splash Pad and basketball court upfit:** \$100,000 to renovate basketball courts and construct a Splash Pad.

With this project, the Town of Liberty aims to increase access to cultural and recreational opportunities for Liberty-area families with children. If funded, Liberty will monitor and report on the number of rentals of the Splash Pad and the number of families who report using the Splash Pad during general admission hours to ensure access to this amenity and to provide adequate hours of operation for continued use. Liberty will also monitor and report on the number of musical events and films screened at the amphitheater along with the number of residents who attend both types of events. This data will allow the Town to evaluate the accessibility of these amenities for the community and allow for continuous improvement. Funds received through Splash Pad rentals will contribute to the sustainability of this project through facility maintenance and event operational costs.

The Town of Liberty's Freedom Park Improvement Project goals align with Randolph County's Strategic Plan goals of:

1. Improving access to health and wellness within Randolph County by reducing barriers.
2. Targeting and attracting visitors, encouraging them to spend more time and money in Randolph County.
3. Preserving and improving our county's rich historical, artistic, cultural, natural, and recreational resources.

If approved, please make the following budget amendment to the General Fund:

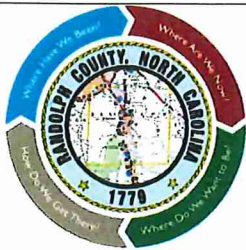
Telephone: 336-318-6300
CountyManager@randolphcountync.gov

2023-2024 Budget Ordinance

General Fund

Budget amendment # _____

Revenues	Increase	Decrease
Transfer from Well-Being Reserve	\$200,000	
Appropriations	Increase	Decrease
Other Cultural and Recreational Appropriations	\$200,000	



RANDOLPH COUNTY STRATEGIC PLANNING PROGRAMS AND IMPLEMENTATION

Application to Request 2023 Funding

I. General Information

Agency Name: Town of Liberty

Address: 239 S Fayetteville St - Liberty NC 27298

Type of Agency: ☒ Government/Public Authority ☐ Non-Profit ☐ Private
(check one)

Telephone: 336-622-4276 Fax: _____

Website: www.liberty-nc.com

Contact Scott Kidd

Telephone: 336-622-4276 E-Mail townmanager@townoflibertync.org

Name of Project: Freedom Park LWCF Improvements

Total County Funding Requested: \$ \$200,000

Please submit the following with your application. If an item is not applicable to your organization, please indicate this by an "N/A" and explain why it is not applicable.

☒ Audited Financial Statement for 2022, including Management letter, if not already submitted. **Note: Audited Financial Statements are required to be submitted to the County every year funds are expended.**

If a Not-For-Profit Agency, please provide these additional items, if not already submitted:

- _____ Copy of 501(c) 3 Letter of Tax Exemption unless previously submitted
- _____ Copy of Form 990. Federal Tax return for 2022.
- _____ Copies of Articles of Incorporation and Bylaws unless previously submitted (if applicable).
- _____ Agency Organizational Chart
- _____ Current Board of Directors Roster with names, addresses, office terms, and professional and/or Community Affiliations.
- _____ Copy of the Code of Ethics or Conflict of Interest Policy

Note: Failure to disclose all requested information may automatically disqualify an agency for funding consideration. Please contact Will Massie (336-318-6310) with any questions.

I have reviewed this application for accuracy and agree with all of the information included. I understand that Randolph County requires audited financial statements for each year that County funding is provided.

Scott Kidd Signature
Scott Kidd - Town Manager Title 11/30/23 Date

II. Organizational Information

A. Program/Agency Description: Please provide a brief description of the Agency's mission and goals.

The Town of Liberty is one of nine municipalities in Randolph County. We strive to provide a great place to live in Randolph County by supporting the needs of current citizens and preparing for the needs of an increase of citizens in the future. Our primary goal is to provide a small town feel in an area that has inevitable growth. Liberty, over the past two years, has and will continue to face growth challenges due to the exponential economic development in our area. We need to and are incorporating new regulations to help with the growth in Liberty and our surrounding areas.

B. Please list and describe the major programs and services your organization currently provides:

The Town of Liberty provides many services to our citizens as well as citizens of Randolph County. We are seeking funds to help support our Recreation and Leisure that we provide to our citizens. The Town of Liberty currently has two parks. Paul Henry Smith Park (2.3 acres) and Freedom Park (22.7 acres) are on opposite sides of Town which both provide recreation needs to our citizens. Freedom Park has the most opportunity for growth and requires upgrades as well as some new recreation opportunities.

The Town of Liberty applied for Land and Water Conservation Funds (LWCF) in early 2020. The Town was not awarded the grant until mid 2021, and was not able to start on planning for this grant until the end of 2021. The pandemic slowed the progression of the grant and pushed prices well outside the projected costs of the original application.

The initial budget for this project was \$300,000 (half paid by the LWCF and half paid by the Town). After inflation and supply and demand has raised construction cost since the pandemic, the new cost of construction for the same project is around \$900,000.

The Town of Liberty has secured an additional \$100,000 in the State Budget passed for the FY24 budget year. After conversations with the State Park System, they are allowing recipients to apply for matching funds on any new funds received. We have requested the State Park to match the \$100,000 we secured through the State Budget. This would total \$500,000 that has been secured for Freedom Park. We are in need of around \$400,000 more to accomplish our vision for Freedom Park. We are requesting \$200,000. If awarded, we will ask the NC Parks to match what we receive.

III. Funding Purpose:

Identify which of the following Randolph County strategic planning goals your request will serve to advance. Refer to the attached summary of goals and insert the appropriate code (e.g. PH-A1):

☒	Public Health – Goal #	To provide more outdoor recreation activities to promote a healthier lifestyle and make the park more ADA compliant
☐	Public Safety – Goal #	
☒	Well-Being - Goal #	Provide new outdoor activities to promote a better self well-being

A. Problem Statement: Identify the problem or need this funding will address. This must specifically correspond to the strategic planning goal. Please include recent data to show how much of a problem exists in this service area.

The Town of Liberty needs to make improvements to and add more outdoor activities for all ages. There is a need for more park activities to meet the demand of new residents in our area. In 2019, a survey was completed and the survey showed that people would like to see a splash pad and an amphitheater. Both of these items would be new to our area. The nearest splash pad and Ampitheater is at least 30 minutes away from Liberty. This would promote families to come and spend more time outside and promote more active citizens. Getting people to move more and be more active promotes the overall health of our citizens. Mental well-being has also become a nation wide issue. If we, as the Town, can provide a space where people can come and enjoy the outdoors, it can help their mental well-being and will improve the overall well-being of the area.

B. Scope of Service: Briefly describe how the requested funding will be utilized and detail the services to be provided in the program for which you are requesting funding. Describe the target population that will be directly impacted by County funds. Please include who, where the population is located, why chosen, and how they will benefit.

If the Town obtains the full amount of funds to complete this project at Freedom Park, there will be an amphitheater, splash pad, great lawn, relocated basketball courts, tennis/Pickleball court, and renovated bathrooms for use by all patrons.

The Town Council has had preliminary discussions about making the splash pad free to all park patrons to ensure all individuals will benefit from the splash pad.

C. Partnerships: List all community and governmental partnerships your agency has developed to provide this service. What other community agencies or County departments provide similar services in Randolph County?

The Town of Liberty has partnered with the NC State Park system to help complete this project as well as with Amy Galey (NC Senate) who facilitated additional State funding from NC Commerce.

D. If the County declines to fund your request, please describe the impact on the program and alternative plans you may have to fund this program.

If our request is denied, The Town of Liberty will have to reduce the size of the Splash pad and amphitheater and hold off on the tennis/pickleball courts as well as complete bathroom renovations and landscaping. We will not be able to build the additions that will help sustain recreation for the growth in our area.

IV. Goals and Objectives:

A. Program Objectives

To the extent possible, please indicate your performance objectives for the proposed program. List at least two goals of the program and the initiatives you will undertake to accomplish those agency goals. Please describe the measures you will use to evaluate effectiveness and program outcomes.

Example:

Program Objective: Improve standard of living for citizens through educational opportunities.

Goal	Initiative	Measure	Target
Increase test scores	Offer after school programs to participants	Number of participants served Test Scores increase	100 participants 25% increase in test scores

Program Objective:

Goal	Initiative	Measure	Target
Increase park use by providing more activities and amenities.	Offer more family oriented programs at Splash pad and Ampitheater	Add new programs - movies and music in the park	Add monthly movie in the Park during summer months and a concert series

Program Objective:

Goal	Initiative	Measure	Target
Increase well being of citizens in and near Liberty	Provide more outdoor activities at Freedom to increase opportunities for Recreation in an outdoor setting	Add more Outdoor activities offered by our Parks and Rec Staff and count number of patrons	Increase park traffic by 25% within completion of the improvements

Has your elected officials / board of directors approved these program goals?

yes 11/27/23

V. Financial Information

Detailed Project Budget

Please disclose how the funds requested and other funds are proposed to be used for the project. **Note: This information can be provided on a separate sheet and attached to the application.**

Revenues:	TOTAL PROJECT BUDGET		
	COUNTY FUNDS	OTHER FUNDING SOURCES	TOTAL
Randolph County	\$200,000	\$200,000	\$400,000
Town of Liberty		\$150,000	\$150,000
NC Commerce		\$100,000	\$100,000
Matching NC Parks Funds		\$100,000	\$100,000
LWCF Grant		\$150,000	\$150,000
			\$900,000
Total Revenues:			

Expenditures	Total Project Budget		
	COUNTY FUNDS	OTHER FUNDING SOURCES	TOTAL
Salaries and Benefits			
Operating Expenses			
Contracted Services			
Engineering		\$45,000	\$45,000
Site Prep and Construction		\$655,000	\$655,000
Capital			
Splash Pad & Band Shell	\$200,000		\$200,000
Total Expenditures			\$900,000



Randolph County

Administration
725 McDowell Road
Asheboro, North Carolina 27205
www.randolphcountync.gov

MEMORANDUM

To: Randolph County Commissioners
From: William Johnson, Assistant County Manager
Date: January 21, 2024
Subject: Randolph County - Liberty Area Water Meter Project

As the Town of Liberty, along with unincorporated areas within northeastern Randolph County receive unprecedented growth pressures, it is important to study all available infrastructure options to ensure quality services in the future.

It is the desire of staff to enter an engineering contract with McGill Associates, P.A., to provide engineering services to investigate the potential of a new water meter in the northeastern part of Randolph County to extend water services to future developments north of the Town of Liberty and to potentially provide Liberty with an emergency backup water supply. The total cost of this task order is \$20,000.

We intend to use state funding for the project, but those funds are not yet available. We recommend establishing a capital project and transferring monies from the Rural Water Contingency for the anticipated engineering costs.

As Board Action, please a) approve the engineering contract with McGill Associates, P.A., b) approve the following Rural Water Infrastructure Fund budget amendment c) adopt the project ordinance to establish the Liberty Water and Sewer Improvements Capital Project Fund.

Rural Water Infrastructure Fund

Project Amendment # ____

Revenues	Increase	Decrease
Appropriations	Increase	Decrease
Transfer to Liberty Water and Sewer Improvements Capital Project	\$20,000	
Contingency		\$20,000

TASK ORDER NO. 1

This **TASK ORDER NO. 1** dated the _____, day of _____ 2024, is a supplement to the **MASTER SERVICES AGREEMENT** between the County of Randolph, North Carolina, dated _____, hereinafter referred to as OWNER and McGill Associates, P.A., hereinafter referred to as “ENGINEER”. The purpose of this Task Order is to authorize the ENGINEER to provide services for the “PROJECT” entitled:– Randolph County - Liberty Area Water Meter.

SECTION 1 - PROJECT DESCRIPTION:

The project can generally be described as: Provide engineering services to investigate the potential for installation of a new water meter and extend water mains to provide service to future development in the vicinity of Liberty Grove Road to the north of the Town of Liberty. Upon determination of the appropriate size and location for the meter additional scope may be added for design, permitting and construction administration services as required.

SECTION 2 - SCOPE OF SERVICES:

The Engineer shall provide all professional services (the “Services”) for the Project including, performance of the following:

1. Verify desired service area for the subject water main connection.
2. Review existing zoning and development potential with Town of Liberty and Randolph County.
3. Estimate water demand requirements for the service area and discuss fire demands.
4. Prepare basic model of service area to confirm available flow and pressure with preliminary layout. Includes performing a hydrant test if required to confirm flow

and pressure on existing water main.

5. Prepare brief letter report summarizing the work and recommended project including an Opinion of Probable Cost.

SECTION 3 – COMPENSATION

The Owner shall pay the Engineer for services outlined in Task Order No. 1 the following Not to Exceed amounts:

Preliminary Evaluation and Meter Sizing: **\$20,000**

SECTION 4 - MISCELLANEOUS

Except as otherwise provided herein, this Task Order supersedes all prior written or oral understanding of the parties and may only be changed by a written amendment executed by both parties.

SECTION 5 – AUTHORIZATION TO PROCEED

IN WITNESS WHEREOF, and as AUTHORIZATION TO PROCEED the parties execute below this Task Order No. 1 in duplicate originals:

EXECUTED this _____ day of _____, 2024.

McGill Associates, P.A.

David Honeycutt, P.E.
Principal – Office Manager

County of Randolph

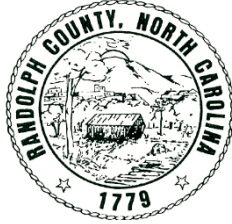
By: _____

County Manager

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

By: _____

Finance Director



RANDOLPH COUNTY LIBERTY WATER AND SEWER IMPROVEMENTS CAPITAL PROJECT ORDINANCE

BE IT ORDAINED by the Board of the Randolph County Commissioners that, pursuant to section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. This ordinance is to establish a project for the design and construction of water and sewer improvements to strengthen the Town of Liberty utility infrastructure.

Section 2. The following amounts are anticipated to be available to complete this project:

Transfer from the Rural Water Infrastructure Fund	\$ 20,000
	<u>\$ 20,000</u>

Section 3. The following amounts are appropriated for expenditures for the capital project:

Professional services	20,000
	<u>\$ 20,000</u>

Section 4. The officers of Randolph County are hereby authorized to proceed with approved project costs in accordance with all General Statutes of North Carolina and within terms of the contracts approved by the Randolph County Board of Commissioners.

Section 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of General Statutes of North Carolina and of the grantor agency and the grant agreements.

Section 6. Funds may be disbursed from the Capital Project Fund for the purpose of making payments as due.

Section 7. This Capital Project Ordinance shall be entered in the minutes of the Board of the Randolph County Commissioners and after adoption copies of this Ordinance shall be filed with the finance officer, the budget officer, and the clerk to the board.

Section 8. This Capital Project Ordinance is adopted on February 5, 2024 and shall continue in effect until the project is completed.

Upon motion of , seconded by , the foregoing ordinance was passed by the following vote:

Ayes: 5

Noes: 0

I, Dana S. Crisco, Clerk to the Board of the Randolph County Commissioners, do hereby certify that the foregoing ordinance was duly adopted by the governing body of Randolph County at a regular meeting thereof, a quorum being present.

This the 5th day of February, 2024.

Clerk to the Board



Randolph County

Administration
725 McDowell Road
Asheboro, North Carolina 27205
www.randolphcountync.gov

MEMORANDUM

To: Randolph County Commissioners

From: William Johnson, Assistant County Manager

Date: January 19, 2024

Subject: Franklinville Ogle's Creek Pump Station and Force Main Replacement Project

A large focus of the Randolph County Water & Sewer Master Plan was to seek project requests from Local Governments that would facilitate both industrial and residential growth. During solicitation, multiple maintenance projects were identified and prioritized based on factors including but not limited to, number of residential dwellings benefitting, economic development benefit, and whether the project was in an economically distressed area.

The Ogle's Creek Pump Station and Force Main Replacement project ranked second on the list of proposed maintenance projects. In December 2023, Paxton Arthurs, County Engineer and William Johnson, Assistant County Manager met with leaders from the town of Franklinville to confirm that this project was still a priority for the town and its ability to improve services to its citizens.

It is the desire of staff for Randolph County to enter a contract with LKC Engineering, PLLC, to provide surveying, engineering design, bid management, construction management, certification, and NCDEQ compliance for the Franklinville Ogle's Creek Pump Station and Force Main Replacement project. The total cost of the contract totals \$298,000.

Staff would like to thank the Board of Commissioners for considering this project and your continuous work to improve the lives of Randolph County Citizens.

**NORTH CAROLINA
RANDOLPH COUNTY**

**SERVICE CONTRACT
PURCHASE ORDER # _____**

This **CONTRACT** is made and entered into this the _____ day of _____, 2024, by and between **RANDOLPH COUNTY**, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "the **COUNTY**") party of the first part and **LKC ENGINEERING, PLLC** (hereinafter referred to as "**ENGINEER**"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The services and/or materials to be furnished under this contract (hereinafter referred to collectively as "**SERVICES**") and agreed charges are as follows:

Provide Surveying, Engineering Design, Bid Management, Construction Management, Record Drawings and Final Certification, Engineering Reports and NCDEQ Compliance for **the Franklinville Ogle's Creek Pump Station and Force Main Replacement** project in Randolph County. Full Scope of Services and Fee Schedule is provided in Exhibit A, attached.

2. TERM OF CONTRACT

The term of this **CONTRACT** for **SERVICES** is from **February 2024 to December 2025** and shall continue thereafter until such time as a new written contract is effective between the parties. Either party may nonetheless cancel this **CONTRACT** on thirty (30) days written notice to the other party by certified mail or personal delivery. This **CONTRACT** is subject to the availability of funds to purchase the specified **SERVICES** and may be terminated at any time if such funds become unavailable.

3. PAYMENT TO CONTRACTOR

The **COUNTY** agrees to pay at the rates specified for **SERVICES** satisfactorily performed in accordance with this **CONTRACT**. Unless otherwise specified, the **ENGINEER** shall submit an itemized invoice to the **COUNTY** by the end of the month during which **SERVICES** are completed. Payment will be processed promptly upon receipt and approval by the **COUNTY** of the invoice and services rendered.

4. INDEPENDENT CONTRACTOR

Both the **COUNTY** and the **ENGINEER** agrees that the **ENGINEER** shall act as an independent contractor and shall not represent itself as an agent or employee of the **COUNTY** for any purpose in the performance of the **ENGINEER'S** duties under this **CONTRACT**. Accordingly, the **ENGINEER** shall be responsible for payment of all Federal, State and local taxes arising out of the **ENGINEER'S** activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the **SERVICES**, the **ENGINEER** is acting as an independent contractor and shall perform **SERVICES** in accordance with currently approved methods and practice in the **ENGINEER'S** professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

5. INSURANCE AND INDEMNITY

The **ENGINEER** shall indemnify and save harmless the **COUNTY**, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the **COUNTY** or which the **COUNTY** must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this **CONTRACT**.

The **ENGINEER** shall be fully responsible to the **COUNTY** for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the **ENGINEER** is for the acts and omissions of persons directly employed by it.

The **ENGINEER** upon request by the **COUNTY** shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the **COUNTY** verifying the existence of any insurance coverage required by the **COUNTY**. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. TAXES

The **ENGINEER** shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. **ENGINEER** shall substantiate, on demand by the Owner, that all taxes and other charges are being properly paid.

7. HEALTH AND SAFETY

The **ENGINEER** shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The **ENGINEER** shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees from the work and other persons who may be affected thereby.

8. NON-DISCRIMINATION EMPLOYMENT

The **ENGINEER** shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The **ENGINEER** shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the **ENGINEER** is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provisions of Federal, State or local law or this provision, the **CONTRACT** may be cancelled, terminated or suspended in whole or in part by the **COUNTY**, and the **ENGINEER** may be declared ineligible for further **COUNTY** contracts.

9. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 153A-449, **ENGINEER** understands that it is a requirement of this contract that the Engineer and the Engineer's subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, **ENGINEER** agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and **ENGINEER** shall require its subcontractors to do the same. Upon request, **ENGINEER** agrees to provide **COUNTY** with an affidavit of compliance or exemption.

10. IRAN DIVESTMENT ACT

Pursuant to N.C.G.S. § 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

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

11. NO ASSIGNMENT WITHOUT CONSENT

No party shall assign this **CONTRACT** (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights and the county shall not recognize any assignment in violation of this provisions.

12. WORKERS' COMPENSATION

The **ENGINEER** shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to the **ENGINEER'S** employees in the manner and to the extent required by such Act. In the event the **ENGINEER** is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the **ENGINEER** shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of **SERVICES**.

The **ENGINEER** agrees to furnish the **COUNTY** proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

13. GOVERNING LAW

This **CONTRACT** shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this **CONTRACT** shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Middle District of North Carolina.

14. OTHER PROVISIONS

This **CONTRACT** is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

15. CONTRACT DOCUMENTS/AMENDMENTS

This document together with the purchase order and any attached exhibits constitutes the entire **CONTRACT** between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto.

16. SIGNATURES

Both the **COUNTY** and the **ENGINEER** agree to the above contract.

Witnessed or Attested By:

RANDOLPH COUNTY

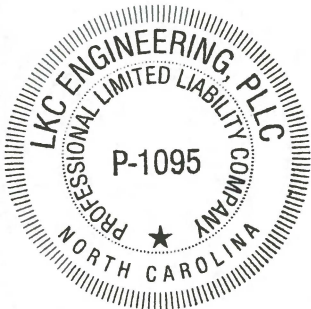
By: _____

Title: _____

Date: _____

Witnessed or Attested By:

Sharon McSuppie



LKC ENGINEERING, PLLC

By: Bill Rest Jr.

Title: Managing Partner

Date: _____

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

Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

County Attorney

EXHIBIT A

FRANKLINVILLE OGLE'S CREEK PUMP STATION & FORCE MAIN REPLACEMENT ENGINEERING SERVICES – SCOPE AND FEE SCHEDULE

WHEREAS, Randolph County wishes to construct wastewater collection system improvements for the replacement of the Ogle's Creek Pump Station and Force Main for the Franklinville wastewater collection system, and whereas the project will consist of the following components:

1. A new duplex submersible pump station relocated from the floodplain with components to include electricals, controls, wet well, and pumps with all required piping, fittings, site work and appurtenances to meet NCDEQ permitting requirements. The project will also include the replacement of approximately 1,000 LF force main including the crossing of the Deep River.

LKC Engineering will perform the following detailed tasks in support of implementing the above referenced projects. Engineering services shall include the following activities:

I. ENGINEERING SERVICES – SURVEYING

- Perform all necessary site surveying to develop detailed design drawings for permitting and construction, including location of all features within the footprint of activities.
- Utilize the services of a licensed Land Surveyor as required.
- Verify all existing right-of-way within the project area.
- Provide adequate elevation and topographic features for construction coordination.

Payment for the SURVEYING described above shall be provided on a lump sum, not-to-exceed basis. The not-to-exceed fee for the proposed work is **\$17,000.00**.

II. ENGINEERING SERVICES – ENGINEERING DESIGN

- Meet with County staff and all representatives to discuss the goals of the project.
- Meet with regulatory agencies to discuss the goals of the project and any potential regulatory issues, and coordination of permit approvals.
- Provide preliminary design drawings and review them with County staff at progress intervals of 60%, 90% and final.
- Incorporate concepts and revisions from the preliminary design reviews into a set of final design drawings and specifications.
- Prepare revised construction cost estimates for each project prior to bidding.
- Prepare construction contract documents that meet the local and state procurement requirements and those of any applicable funding agency.

Payment for the ENGINEERING DESIGN described above shall be provided on a lump sum, not-to-exceed basis. The not-to-exceed fee for the proposed work is **\$136,000.00**.

III. ENGINEERING SERVICES – BID MANAGEMENT

LKC agrees to perform the following tasks obligated under this Agreement:

- Prepare and package the construction documents for bidding purposes.
- Facilitate the formal bidding process including a pre-bid meeting and the bid opening.
- Coordinate all inquiries and formulate responses and addenda as necessary.
- Tabulate all bids received and review for conformance with the requirements of the construction documents and provide certified results to Owner.
- Negotiate with the low bidder, if necessary.
- Make a recommendation of award for the County's consideration.

Payment for the BID MANAGEMENT described above shall be provided on a lump sum, not-to-exceed basis. The not-to-exceed fee for the proposed work is **\$10,000.00**.

IV. ENGINEERING SERVICES – CONSTRUCTION MANAGEMENT AND INSPECTION

- Assist the County with execution of construction contract(s).
- Facilitate the pre-construction meeting.
- Review construction submittals to ensure equipment, materials, and workmanship meet the expectations of the contract documents.
- Provide onsite construction inspection to ensure construction is performed in conformance with the contract documents, plans, and specifications.
- Facilitate regularly scheduled, not more frequent than monthly, construction progress meetings with the Contractor, County, and Engineer.
- Review and provide the Engineer's approval of applications for partial payment and final payment periodically submitted by the Contractor.
- Review change order requests submitted by the Contractor for general conformance with the contract documents and verify the County is receiving a fair market value for change order items.
- Provide periodic updates to the County's elected officials as requested.
- Maintain coordination with County and District throughout project.

Payment for the CONSTRUCTION MANAGEMENT AND INSPECTION described above shall be provided on a lump sum, not-to-exceed basis. The not-to-exceed fee for the proposed work is **\$112,000.00**.

V. ENGINEERING SERVICES – AS-BUILTS AND CERTIFICATIONS

- Provide the final certification of the construction to applicable regulatory agencies once complete.
- Provide as-built drawings to the County reflecting any modifications made to the project scope during construction.

Payment for the AS-BUILTS AND CERTIFICATIONS described above shall be provided on a lump sum, not-to-exceed basis. The not-to-exceed fee for the proposed work is **\$8,000.00**.

VI. ENGINEERING SERVICES – ENGINEERING REPORTS / NCDEQ COMPLIANCE & GEOTECHNICAL REPORT

- Provide engineering reports as may be required for preliminary and final acceptance of design to be submitted to NCDEQ NPDES Permitting Branch (including system hydraulic model and all design curves).
- Coordinate geotechnical investigation for subsurface conditions at proposed pump station.

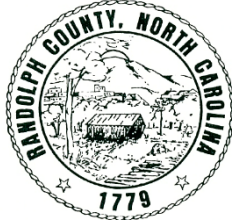
Payment for the ENGINEERING REPORTS & NCDEQ COMPLIANCE described above shall be provided on a lump sum, not-to-exceed basis. The not-to-exceed fee for the proposed work is **\$15,000.00**.

Total payments to LKC Engineering PLLC for Engineering Services are:

Three Hundred Forty-Three Thousand, Five Hundred Dollars (\$298,000)

The above noted services do not currently include costs for environmental studies and services, wetlands delineation, biological assessments, easement surveying and plat information, negotiations with property owners, permit fees, or mitigation costs. If any of these services or additional services are needed, the Engineer and Owner will agree on a subsequent scope of services and fee for those items as the need arises.

It is anticipated that easement plats may be required but they have not been quantified at this time. The cost for this will be negotiated within the amount noted in the cost estimate provided and will be included in a future amendment to this contract.



RANDOLPH COUNTY FRANKLINVILLE WATER AND SEWER IMPROVEMENTS CAPITAL PROJECT ORDINANCE

BE IT ORDAINED by the Board of the Randolph County Commissioners that, pursuant to section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. This ordinance is to establish a project for the design and construction of water and sewer improvements to strengthen the Town of Franklinville's utility infrastructure.

Section 2. The following amounts are anticipated to be available to complete this project:

Transfer from the Coronavirus Recovery Fund	\$ 2,000,000
	<u>\$ 2,000,000</u>

Section 3. The following amounts are appropriated for expenditures for the capital project:

Professional services	\$ 300,000
Construction	1,692,500
Contingency	<u>7,500</u>
	<u>\$ 2,000,000</u>

Section 4. The officers of Randolph County are hereby authorized to proceed with approved project costs in accordance with all General Statutes of North Carolina and within terms of the contracts approved by the Randolph County Board of Commissioners.

Section 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of General Statutes of North Carolina and of the grantor agency and the grant agreements.

Section 6. Funds may be disbursed from the Capital Project Fund for the purpose of making payments as due.

Section 7. This Capital Project Ordinance shall be entered in the minutes of the Board of the Randolph County Commissioners and after adoption copies of this Ordinance shall be filed with the finance officer, the budget officer, and the clerk to the board.

Section 8. This Capital Project Ordinance is adopted on February 5, 2024 and shall continue in effect until the project is completed.

Upon motion of _____, seconded by _____, the foregoing ordinance was passed by the following vote:

Ayes: 5

Noes: 0

I, Dana S. Crisco, Clerk to the Board of the Randolph County Commissioners, do hereby certify that the foregoing ordinance was duly adopted by the governing body of Randolph County at a regular meeting thereof, a quorum being present.

This the 5th day of February, 2024.

Clerk to the Board



Randolph County

Administration
725 McDowell Road
Asheboro, North Carolina 27205
www.randolphcountync.gov

MEMORANDUM

To: Randolph County Commissioners
From: William Johnson, Assistant County Manager
Date: January 19, 2024
Subject: Ramseur Main Pumpstation, Force Main, and Tube Pumpstation Replacement

A large focus of the Randolph County Water & Sewer Master Plan was to seek project requests from Local Governments that would facilitate both industrial and residential growth. During solicitation, multiple maintenance projects were identified and prioritized based on factors including but not limited to, number of residential dwellings benefitting, economic development benefit, and whether the project was in an economically distressed area.

The Ramseur Main Pumpstation, Force Main, and Tube Pumpstation Replacement project ranked first on the list of proposed maintenance projects. In December 2023, Paxton Arthurs, County Engineer, and William Johnson, Assistant County Manager, met with leaders from the town of Ramseur to confirm that this project was still a priority for the town and its ability to improve services to its citizens.

It is the desire of staff for Randolph County to enter a contract with The Wooten Company, to provide design survey, and final design, services for the project. The total cost of the contract totals \$259,400. We intend to use ARPA funding for the entire project. We recommend establishing a capital project and transferring monies from the Coronavirus Recovery Fund for the anticipated project Costs.

As Board Action, please a) approve the engineering contract with The Wooten Company, b) approve the following Coronavirus Recovery Fund budget amendment c) adopt the project ordinance to establish the Ramseur Water and Sewer Improvements Capital Project Fund.

Coronavirus Recovery Fund Project Amendment # ____

Revenues	Increase	Decrease
Appropriations	Increase	Decrease
Transfer to Ramseur Water and Sewer Improvements Capital Project	\$1,500,000	
Contingency		\$1,500,000

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between
Randolph County _____ ("Owner")

and

L.E. Wooten & 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: **Ramseur Main PS FM and Tube PS Replacement** _____ ("Project").

Engineer's services under this Agreement are generally identified as follows: Design Survey, Final Design including electrical and structural services, Bidding and Negotiation, Construction Administration and Construction Observation Services as further described in Appendix 1 ("Services").

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish 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 ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: **24 months**.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

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, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) 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, and (2) 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, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner

disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—*

A. Lump Sum - Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of \$ 113,600 .

- Design Survey: **\$6,400**
- Final Design: **\$98,600**
- Bidding Services: **\$8,600**

2. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

B. Hourly Rates Plus Reimbursable Expenses - Owner shall pay Engineer for Services 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, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.

2. Engineer's Standard Hourly Rates are attached as Appendix 2.

- Geotechnical Services (Cost Plus 10%): **\$30,900**
- Construction Administration (6-month construction period): **\$42,800**
- Construction Observation (Part Time 6-month construction period): **\$72,100**

3. The total compensation for Services and reimbursable expenses is estimated to be \$ 145,800 .

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 2.

2.04 Fee Summary

Description	Payment Method	Fee
Design Survey	Fixed Fee	\$6,400
Final Design	Fixed Fee	\$98,600
Geotechnical Services	Hourly Rate	\$30,900
Bidding Services	Fixed Fee	\$8,600
Construction Admin	Hourly Rate	\$42,800
Construction Observation	Hourly Rate	\$72,100
Total Project Fee:		\$259,400

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 are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. 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. 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 and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

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, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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 Constructor, other third-party 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 any services performed or furnished by Engineer. 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 Constructor'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 Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. 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 due and owing for all Services and Additional 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 without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, 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 this Agreement or the Project and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then 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 such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- 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.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

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 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:*

Appendix 1 – Scope of Services

Appendix 2 - Engineer's Standard Hourly Rates

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

Owner:

Randolph County

By: _____

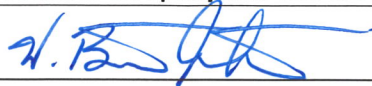
Print name: Hal Johnson

Title: County Manager

Date Signed: _____

Engineer:

L.E. Wooten & Company dba The Wooten Company

By: 

Print name: W. Brian Johnson, PE

Title: Vice President

Date Signed: 1/19/24

Engineer License or Firm's Certificate No. (if required):

F-0115

State of: North Carolina

Address for Owner's receipt of notices:

725 McDowell Road

2nd Floor

Asheboro, NC 27205

Address for Engineer's receipt of notices:

120 N. Boylan Avenue

Raleigh, NC 27603

PRE-AUDITED STATEMENT

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

Print Name: Will Massie

Title: Finance Officer

By (Signature): _____

Date Signed: _____

APPENDIX 1
TO THE
ENGINEERING SERVICES AGREEMENT
BETWEEN
RANDOLPH COUNTY
AND
L.E. WOOTEN & COMPANY DBA THE WOOTEN COMPANY
FOR
RAMSEUR MAIN PS FM and TUBE PS REPLACEMENT

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

PROJECT INCLUDES The project includes the following proposed improvement: The installation of a new 12" dia. force main Horizontally Directional Drilled under the Deep River from the Main PS to the west side where it will reconnect to the existing force main. The project also includes the installation of a new 100 gpm sewer lift station to replace the existing "Tube" (West Side) sewer lift station. Project includes installation of new controls and generator on elevated structure requiring structural and electrical design services.

DESIGN SURVEY SERVICES

- (1) Complete topographic survey including approximately 400 linear feet from the Main PS site across Deep River to the west side of the River with an approximately 50' wide topo strip, and approximately .25 acres of property at the Tube PS site.
- (2) Provide "level C" Subsurface Utility Engineering (SUE) services for horizontal subsurface utility location data. This includes utility research, type of utility and Owner, surveying and gathering existing utility information within the project limits for the following: Delete those not applicable: **Gas, Fiber Optic, Cable, Telephone, Water, and Sewer**. Telephone consultation with utility providers and one (1) field meeting are included.
- (3) Provide preliminary research of existing easements and rights-of-way in the project area utilizing GIS data and obvious existing property corners and monuments. This does not constitute a property or right-of-way survey of the project area. Advise the Owner of installation easements and rights-of-way needed for project.

FINAL DESIGN SERVICES

- (4) Hold such conferences with representatives of the Owner as may be necessary to obtain data for developing the design project. Project budget is based on 1 meeting.
- (5) Identify wetlands, streams, and buffers for Preconstruction Notification (PCN) application. The wetland information presented is subject to verification and approval by the NCDEQ and US Army Corps of Engineers. Preparation of PCN for a Nationwide Permit is included in the fee. If additional permitting and mitigation is required, this will be completed as an Additional Service.
- (6) Submit design drawings at the following stages for Owner review and approval: 50% and 90% which will also be submitted for permits.
- (7) Prepare and furnish contract plans and specifications as necessary for the proper construction of the project including structural design of the platform for controls and generator for Tube Sewer Pump Station. Prepare all documents necessary for the taking of bids and the letting of contracts for the proposed work. It is understood and agreed that the Engineer shall be permitted to insert in the Owner's construction contract documents, provisions for reimbursement for printing, binding, mailing, and other costs incidental to issuing of said contract plans, specifications, and documents.
- (8) Submit for approval of the plans and specifications proposed to the North Carolina Department of Environmental Quality including Division of Water Quality, and US Army Corps of Engineers (PCN) as may be required for construction of the improvements.

PRELIMINARY GEOTECHNICAL SERVICES

- (9) Contract with geotechnical engineering firm (S&ME) to perform soil investigations at the Deep River Crossing and Tube Station site.
- (10) Two soil/rock borings, one on the east side of the river and the other on the west side of the river near the Tube Sewer PS to a depth of approximately 50 feet.
- (11) Rock coring will determine rock hardness and characteristics for HDD contractor considerations.
- (12) A report of the types of soil and rock conditions, rock elevation and groundwater levels will be provided summarizing the data found in the borings.

BIDDING AND NEGOTIATION

- (13) Assist the Owner in the advertising for bids.

- (14) Furnish copies of the bidding documents as requested by the contractors, material suppliers, and other interested parties for bidding.
- (15) Prepare, as may be required, written addenda amending the bidding documents.
- (16) Conduct pre-bid conference at the location designated by the Owner. Minutes will be kept and distributed to all plan holders in an Addendum.
- (17) Assist the Owner in the receiving of bids, tabulate same for ready comparison, collect required data from Low Bidder and provide to Owner, and advise the Owner to the best of our ability as to proper and judicious award of contracts.
- (18) After award of contract(s), the Engineer will prepare the contract documents for execution by the contractor(s) and the Owner.

CONSTRUCTION CONTRACT ADMINISTRATION (6 MONTH CONSTRUCTION PERIOD)

- (1) Prior to the start of construction, the Engineer will assist the Owner in preparing an agenda and conducting a preconstruction conference.
- (2) Review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors. Furnish the Owner with a complete set of shop drawings upon completion of construction.
- (3) Interpret the intent of the drawings and specifications to protect the Owner against defects and deficiencies in construction on the part of the contractors. The Engineer will not, however, guarantee the performance by any contractor.
- (4) Establish baselines for locating the main components to be constructed. The contractor will be responsible for providing any day-to-day construction staking that may be required.
- (5) Provide general Engineering review of the work of the contractor as construction progresses and hold monthly progress conferences to ascertain that the contractor is conforming to the design concept and construction schedule.

- (6) Cooperate and work closely with the Owner and appropriate regulatory agencies during construction.
- (7) Review the contractor's application for progress and final payment, and when approved, submit same to the Owner for payment.
- (8) As necessary, prepare change orders and make revisions to the contract documents for approval by the Owner and others on a timely basis.
- (9) Perform substantial and final completion walk-throughs with Owner and Contractor, complete construction contract closeout documentation, submit necessary certifications to Federal/State agencies, and prepare final partial payment request for Owner to closeout project with the Contractor.
- (10) The Engineer will provide the Owner with three (3) sets of prints and a cd containing the pdf copy of the record drawings. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the construction observer.

CONSTRUCTION OBSERVATION (6 MONTH CONSTRUCTION PERIOD)

- (1) After award of the contract(s), the Engineer will provide part time observation of the construction on the project during periods of significant construction work being performed and at other times will provide periodic observation of the work as appropriate to the state of construction. The Project Engineer will make visits to the job site periodically to observe the progress of the work and consult with the Owner and the observer. The Observer's estimated number of work days on the project is 61 days (on average 2 days / wk).
- (2) Engineer's observer shall observe materials and finished workmanship, check all layouts of work, keep the necessary or required records of inspection, review estimates for payment to contractors and make reports to the project Engineer, and provide liaison between the Engineer and the Owner.

- (3) Engineer will submit observation reports to the Owner on a regular basis.
- (4) Engineer will make a final observation of all construction and provide a written certification of final observation to the Owner and the required regulatory agencies.

ADDITIONAL SERVICES

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

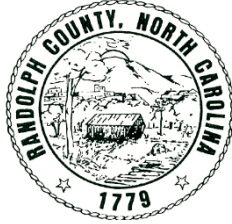
- (1) Conduct research and surveys and prepare necessary plats and maps for the determination of property Ownership and identification of sites and easements to be acquired for the construction of the project.
- (2) Provide Levels "A" and "B" Subsurface Utility Engineering (SUE) services through the project corridor or critical areas within the corridor. Level "A" shall be paid by each excavation performed and Level "B" shall be paid by the linear foot surveyed. All Level "C" SUE services are provided as part of the Basic Services of the contract as stated under above in Section 1.A Design Services.
- (3) Prepare downstream sewer analysis if required by Division of Water Quality to support permit application to construct.
- (4) Prepare USACE Individual Permit.
- (5) Prepare redesigns for the Owner after Final Plans and Specifications have been accepted by the Owner.
- (6) Appear before courts or boards on matters of litigation or hearings related to the project.
- (7) Design other additional utilities improvements not included in the original scope of services.
- (8) Conduct additional work or extended services during construction due to the fault of the Contractor or due to the overrun in time for construction.
- (9) Conduct as-built survey of newly constructed facilities. Prepare record drawings based on survey and construction records provided by the Contractor.

- (10) Grant/Loan administration.
- (11) Provide Construction Staking services for the Contractor.
- (12) Geotechnical Services.

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 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 article and the foregoing article entitled "Additional services".
- (11) Provide E-verify affidavit document for Engineer's execution.



RANDOLPH COUNTY RAMSEUR WATER AND SEWER IMPROVEMENTS CAPITAL PROJECT ORDINANCE

BE IT ORDAINED by the Board of the Randolph County Commissioners that, pursuant to section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. This ordinance is to establish a project for the design and construction of water and sewer improvements to strengthen the Town of Ramseur utility infrastructure.

Section 2. The following amounts are anticipated to be available to complete this project:

Transfer from the Coronavirus Recovery Fund	\$ 1,500,000
	<u>\$ 1,500,000</u>

Section 3. The following amounts are appropriated for expenditures for the capital project:

Professional services	\$ 112,480
Construction	<u>1,387,520</u>
	<u>\$ 1,500,000</u>

Section 4. The officers of Randolph County are hereby authorized to proceed with approved project costs in accordance with all General Statutes of North Carolina and within terms of the contracts approved by the Randolph County Board of Commissioners.

Section 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of General Statutes of North Carolina and of the grantor agency and the grant agreements.

Section 6. Funds may be disbursed from the Capital Project Fund for the purpose of making payments as due.

Section 7. This Capital Project Ordinance shall be entered in the minutes of the Board of the Randolph County Commissioners and after adoption copies of this Ordinance shall be filed with the finance officer, the budget officer, and the clerk to the board.

Section 8. This Capital Project Ordinance is adopted on February 5, 2024 and shall continue in effect until the project is completed.

Upon motion of _____, seconded by _____, the foregoing ordinance was passed by the following vote:

Ayes: 5

Noes: 0

I, Dana S. Crisco, Clerk to the Board of the Randolph County Commissioners, do hereby certify that the foregoing ordinance was duly adopted by the governing body of Randolph County at a regular meeting thereof, a quorum being present.

This the 5th day of February, 2024.

Clerk to the Board

NOISE ORDINANCE OF RANDOLPH COUNTY, NORTH CAROLINA



WHEREAS, the increased population of Randolph County has resulted in a higher density of population, with people living in closer proximity to each other; and

WHEREAS, the number of motor vehicles, sound amplifying equipment and other devices originating high volumes of noise has increased to the extent that unreasonably loud, intense noise has become a nuisance, annoyance and health hazard to much of the population of Randolph County; and

WHEREAS, pursuant to Sections 153A-133 of the General Statutes of North Carolina, the Commissioners of Randolph County do enact the following ordinance for the purposes of promoting, safeguarding and maintaining the health, safety and welfare of the citizens and the peace and dignity of the County.

Section 1.01 Purpose

The purpose of this ordinance is to protect, preserve and promote the health, safety, welfare, and quality of life for the citizens of Randolph County. This ordinance is to protect the citizens through regulation of the production and emission of noise or amplified speech, music or other sounds that annoy and disturb County citizens.

Section 1.02 Authority

The Board of Commissioners of the County of Randolph, pursuant to the authority conferred by the General Assembly of the State of North Carolina in General Statute Chapter 153A hereby ordains and enacts into law this ordinance.

Section 1.03 Replacement of Existing Ordinance

This ordinance, upon adoption, shall replace and rescind the existing Randolph County Noise Ordinance adopted on August 5, 1985.

Section 1.04 Loud and Disturbing Noises

It is recognized that excessive and unnecessary noise endangers the physical and emotional health and welfare of the people, interferes with legitimate business and recreational activity, increases construction costs, depresses property values, offends the senses, creates public nuisances, and in other respects reduces the quality of life.

Subject to the provisions of this Section, any person or persons are prohibited to make, permit, continue or cause to be made or to create any unreasonably loud or disturbing noise in the County. For the purposes of this section, the following definitions shall apply:

- a) **Unreasonably Loud**- Noise which is substantially incompatible with the time and location where created to the extent that it creates an actual or imminent interference with peace or good order.
- b) **Disturbing** – Noise which is perceived by a person of ordinary sensibilities as interrupting the normal peace and calm of the area.

The following acts, among others, are declared to be loud and disturbing in violation of this section; but this shall not be deemed to be exclusive:

- i. Blowing Horns – No person during nighttime hours shall sound any horn or other audible signal device of a motor vehicle except as a danger signal as required by law, so as to create any unreasonable, loud or harsh sound;
- ii. Compressed Air Device – The use of any mechanical device operated by air unless the noise created thereby is effectively muffled and reduced;
- iii. Sound Amplification Equipment – ~~residential~~ structures shall not operate or allow the operation of any sound amplification equipment so as to create sounds that disturb the quiet comfort of neighbors;

- iv. Large Party Nuisance – Noise that emanates from a gathering of ten (10) or more people where the gathering is not completely contained within a structure, but spills outdoors into balconies, yards, common areas, parking lots, or other outdoor spaces and is plainly audible within an affected property;
- v. Harassing or Intimidating Noise – No person shall intentionally make noise that is plainly audible beyond the boundaries of such person's own property for the purpose of harassing or intimidating another person;
- vi. Loud Language – The use of any loud, boisterous or raucous language or shouting so as to frighten or disturb the quiet, comfort or repose of any reasonable person of ordinary sensibilities in the vicinity;
- vii. Pets – The keeping of any animal or bird, which by causing frequent or long continued noise, shall unreasonably disturb the comfort and repose of any person in the vicinity
- viii. Vehicles - The use of any automobile, motorcycle, or vehicle in a loud or unnecessary manner to create a loud, grating, grinding, rattling, screeching of tires, or other disturbing noise.

Exceptions

The following shall be considered an exception and shall be exempt from the provisions of this Ordinance:

- ix. Noise emanating from regularly scheduled athletic events of any Randolph County Schools.
- x. Noise resulting from farming and agricultural operations including but not limited to noises generated by machinery, equipment and farm animals;
- xi. Noise as a result of normal or routine lawn/yard maintenance and landscaping;
- xii. Noises from safety signals, warning devices, emergency signaling devices, and of any authorized emergency vehicle when responding to any emergency call or acting in time of emergency;
- xiii. Noises generated from the normal operation of properly equipped aircraft;
- xiv. Noise from all churches or any place of worship;
- xv. Noise from government operations;
- xvi. Noise from all lawfully permitted fireworks displays;
- xvii. Emergency work necessary to restore property to a safe condition following a fire, accident or natural disaster, to restore public utilities, or to protect persons or property from an imminent danger;
- xviii. All noises coming from normal operation of motor vehicles properly equipped with the manufacturer's standard muffler and noise-reducing equipment (e.g. air brakes on trucks or powerful braking system for large vehicles);

- xix. Normal sounds associated with or customary to industrial or manufacturing operations in the normal course of business, provided that said businesses are operating in a lawful manner;
- xx. Noise made by dogs while hunting or being lawfully trained by hunters or emergency service personnel;
- xxi. Noise resulting from activities of a temporary duration permitted by law and for which a license or permit therefore has been granted by the County of Randolph;
- xxii. Noises from discharge of a firearm or firearms when lawfully used.

Section 1.05 Standards for Measurement

Standards, instrumentation, personnel, and procedures to be used in measurement of sound shall be measured with a sound level meter provided it is properly calibrated.

Section 1.06 Allowed Noise Levels

It shall be prohibited for any person or entity to emit or cause to be emitted any noise across a property line or to a public street or into a dwelling unit that is in excess of 60dba or not reasonable or prudent between the hours of 11:00pm and 7:00am.

This section shall not apply to emergency operations designed to protect the public health and safety, or the agricultural operations and farms in the County.

Section 1.07 Penalties

- a) The County in its discretion may through the Sheriff or anyone designated in writing by the County Manager take one (1) or more of the following enforcement actions for violations of this section against any responsible person, persons or business entity as stated below:
- b) Any person or persons who violates any provision of this article shall be deemed to have committed an infraction. After issuing a warning to the violator, a deputy sheriff, or other law enforcement officer of the County may issue a citation subjecting the violator to a civil penalty to be paid within ten (10) days;

Warning

1st Citation (residential).....	\$50
2 nd Citation within same 30 day period.....	\$100
3 rd Citation within same 30 day period.....	\$250
All subsequent violations within same 30 day period.....	\$500

**Non-residential citations shall be increased by 2X, not to exceed \$500*

- c) Non-payment within ten (10) days shall result in the issuance of a \$50 delinquency charge. The County shall have the right to collect said payments and delinquency through Civil Action.
- d) Each separate day of a continued violation shall be a separate and distinct offense and shall give rise to a separate and distinct penalty.
- e) Violators may also be prosecuted under the provisions of N.C.G.S. 14-4 for a misdemeanor criminal offense punishable by a fine of not more than five hundred dollars (\$500.00) and/or imprisonment as designated for a Class 3 misdemeanor.
- f) This section may also be enforced by civil action for injunction and order of abatement.
- g) This section may be enforced by any remedy authorized by N.C.G.S. 153A-123, either severally or in conjunction with other remedies.

Section 1.08 Enforcement Procedures

The Sheriff of Randolph County shall have enforcement responsibility for this Ordinance. In the event any person has reasonable grounds to believe that any provision of this Ordinance is being violated, a complaint should be made to the Randolph County Sheriff's Office, which shall investigate the alleged violation.

Section 1.09 Effective Date

This Ordinance shall take effect and be in force upon adoption.

Adopted this the ____ day of ____, 2024

Randolph County Board of Commissioners

Chairman

Clerk to the Board



RANDOLPH COUNTY
Information Technology Department
725 McDowell Road
Asheboro, North Carolina 27205
(336) 318-6313



Memo

To: Randolph County Board of Commissioners

From: R.J. Williamson- Director of Information Technology

cc: Will Massie, William Johnson

Date: 1/8/2024

Re: Technology Capital Replacement Funding

Randolph County Government has an immediate need for funding to address the replacement of our physical access control system (Door/Card access system), along with our core network switches that are connected to our data centers.

Our current access control system was installed in March of 2004. While it has served us well, it has become outdated. Hardware parts and software support for this system are now basically non-existent. We now experience problems with this system on a weekly basis and it is becoming a security concern for the office buildings using this system. In April of 2022 we elected to stop using our old access control/door system for any new construction or renovation project. We selected a newer system that has excellent part availability and support. We used the new system for most of the Northgate complex, the Public Health Building, and the new Northwest Office building in Archdale.

We need to install this new access control system in the remaining county buildings, with exception of the Detention Center. The Detention Center has its own self-contained access control system.

The Randolph County Courthouse has the most frequent problems with the old door system and should be the first building for replacement. The remaining buildings should be scheduled for replacement following the Courthouse. Installation of this system will have very little to no impact on daily operations and can be conducted during business hours. The access control system replacements on our county buildings will be phased in over the next couple of years.

I anticipate a service life of twenty years for the new access control system.

We also have another capital funding need for the replacement of our core network switches located in our two county data centers. These are the most powerful and critical switches within the county network that connect to our servers and make our applications and services available to county offices and the public.

The core switch at our Backup 911 data center was purchased in July of 2015. The core switch at our ESHQ data center was purchased in February of 2017. Typical life expectancy of the caliber of switches that we currently have is 5-7 years. We are currently over that mark and these switches are showing their age. We have also used up all available ports on these switches. The failure of a core switch would cause an extended network outage that would impair the services that we provide.

We need to replace the current switches with resilient switches having enough capacity for expected growth and the appropriate level of performance for a mission-critical piece of hardware.

I anticipate a service life of ten years for new core network switches.

Budgetary estimates are \$400,000 for the access control system, and \$250,000 for the core network switches in both county data centers.

To ensure funding for these projects, I would like to request \$650,000 be appropriated to the Technology Capital Project Fund to address these 2024 Work Plan projects.

I appreciate your consideration in helping to address these issues. I am available for questions or comments.

To fund the 2024 Work Plan, please approve the following budget amendments in the General Fund and the Technology Capital Project Fund:

General Fund

Budget amendment #_____

Revenues	Increase	Decrease
Appropriated Fund Balance	\$650,000	
Appropriations	Increase	Decrease
Transfer to the Technology Capital Project Fund	\$650,000	

Technology Capital Project Ordinance

Amendment #12

Revenues	Increase	Decrease
Transfer from the General Fund	\$650,000	
Appropriations	Increase	Decrease
2024 Work Plan	\$650,000	



Randolph County

DEPARTMENT OF EMERGENCY SERVICES

760 New Century Drive
Asheboro, NC 27205

Ph: 336-318-6911
Fax: 336-318-6951

www.randolphcountync.gov



Office of the Chief

TO: Board of Commissioners

FROM: Donovan Davis, Emergency Services Chief

DATE: February 5, 2024

RE: Request to Use ARPA Funds to Replace Public Safety Radio Paging System

I request that the Board authorize using \$1,000,000 of American Rescue Plan Act (ARPA) funds to replace the Randolph County Public Safety Radio Paging System. The current Very High Frequency (VHF) radio paging system is aged and must be replaced. This critical system is used to alert fire, EMS, and rescue emergency responders to calls by transmitting audible tones and voice dispatch.

In part, the funds will be used to retain and pay a consultant who will identify areas of poor coverage, assist with the overall design, assist with writing requests for proposals (RFP), assist with equipment selection and procurement, and facilitate installation. We have already obtained requests for qualifications and can now move this project forward. This Board will be asked to award the main paging system bid later in 2024.

General funds were previously allocated to my department for this project; however, this project qualifies for ARPA under ***“Treasury Expenditure Category 3.4 Public Sector Capacity: Effective Service Delivery.”*** The ARPA committee has recommended this project for funding through ARPA.

As always, thank you for your consideration and support. I am happy to answer any questions you may have.

Randolph County Administration



Memo

To: Randolph County Board of Commissioners

From: Will Massie, Assistant County Manager / Finance Officer

Date: 1/26/2024

Re: Budget Amendment – Emergency Services Paging System

In order to authorize financing the paging system improvements through ARPA resources, please approve the following budget amendment:

Coronavirus Recovery Fund

Project amendment #_____

Revenues	Increase	Decrease
Appropriations	Increase	Decrease
Public Sector Capacity	1,000,000	
Contingency		1,000,000



RANDOLPH COUNTY

BOARD OF COMMISSIONERS

Randolph County Office Building 725 McDowell Road
Asheboro, North Carolina 27205 Telephone 336-318-6301

Darrell Frye, Chairman
David Allen, Vice-Chairman
Kenny Kidd
Maxton McDowell
Hope Haywood

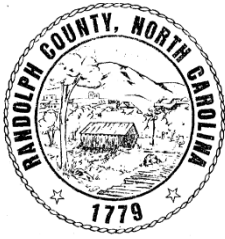
Will Massie, County Manager
Ben Morgan, County Attorney
Dana Crisco, Clerk to the Board

February 5, 2024

Re: Trillium Health Resources Regional Advisory Board

Item:	Appoint County Representatives to Trillium Health Resources Regional Advisory Board
Background:	To maintain local connections throughout the 46 county consolidated catchment area, Trillium Health Resources maintains Regional Advisory Boards throughout the area. The Regional Advisory Boards include two members from each county, appointed by the Board of Commissioners, including, one (1) County Commissioner or designee and one (1) appointee meeting the criteria in North Carolina General Statute 122C-118.1.
Requested Action:	Appoint Commissioner Name and Appointee Name to represent County Name on the local Regional Advisory Board for Trillium Health Resources
Budget Impact:	No Additional County Funds Required
Sponsor:	

The recommendation is to appoint Commissioner David Allen and Ann Shaw as the Commissioner Appointee.



RANDOLPH COUNTY PUBLIC WORKS

725 McDowell Road

Asheboro, North Carolina 27205

Telephone (336) 318-6605 * Fax (336) 636-7573

Memo

To: Randolph County Board of Commissioners

From: Paxton Arthurs, Randolph County Engineer

Date: February 5, 2024

Re: Northgate – Sheriff's Office INVICTUS Renovation Bids

At your December Board Meeting, you approved a Resolution in support of the Sheriff's Office INVICTUS project to combat the growing problems of child exploitation and human trafficking. Since that time, Smith Sinnett Architecture has completed Bid Documents and I have issued a Request For Bids for this project. On January 26th, I received the following bids:

- | | | |
|---|--------------------------|------------|
| - | Garanco, Inc. | \$ 179,600 |
| - | Lomax Construction, Inc. | \$ 182,200 |

Since the original cost estimate from the Architect was \$ 143,428, I have reached out to Garanco, the low bidder, and asked for some potential cost savings that could be negotiated. At your February Board meeting, I would like to present these savings and request approval of a construction contract. I will be glad to answer any questions you may have at that time.

Thank you.

Randolph County Administration



Memo

To: Randolph County Board of Commissioners

From: Will Massie, Assistant County Manager / Finance Officer

Date: 1/31/2024

Re: Project Amendment – Invictus Project - Northgate

A multi-year capital project fund has already been established to account for construction and renovation costs in the Northgate Commons facility, separate from the General Fund. In December, the Board approved special funding for renovation of the Invictus project.

If the Board of County Commissioners wish to accept the adjusted construction bid with Garanco for \$169,000, additional funding will be necessary.

To update the budget for the Capital Project, please approve the following project amendment:

Northgate Capital Project Fund

Amendment #9

Revenues	Increase	Decrease
Investment income	\$25,572	
Appropriations	Increase	Decrease
Construction	\$25,572	

Randolph County Administration



Memo

To: Randolph County Board of Commissioners

From: Will Massie, Assistant County Manager / Finance Officer

Date: 1/24/2024

Re: State Grants – Approval of Scope of Work

Randolph County will receive three State Capital and Infrastructure Fund (SCIF) Directed Grants that were included in the 2023-24 Biennium State Budget. We were allocated \$2,450,000 for general capital needs, \$400,000 for fire department radios, and \$20,000 for the Run 5 Feed 5 program. The \$2,450,000 could be added to the FFF Education Center project if the Board wishes. There are specific reporting and compliance with these allocations.

The state does not distribute grant funds until the scope of work documentation is submitted and approved. Once that is done, the State will prepare contracts for these grants. After we sign the contracts, these grant funds will be made available to us.

Please a) accept these three SCIF grants, 2) authorize the Chairman to sign all grant documentation, and c) approve the following budget amendments to the General Fund and to Agricultural Center Capital Project Fund:

General Fund

Budget amendment #_____

Revenues	Increase	Decrease
Restricted Intergovernmental	\$420,000	
Appropriations	Increase	Decrease
Other Public Safety Appropriations	\$400,000	
Other Human Services Appropriations	\$20,000	

Agricultural Center Capital Project Ordinance
Amendment #11

Revenues	Increase	Decrease
Restricted Intergovernmental	\$2,450,000	
Appropriations	Increase	Decrease
Contingency	\$2,450,000	

Appendix A

Scope of Work, Sub-Grants, and Annual Budget

As part of this grant agreement, you are required to provide a description of how you will spend the grant funds in compliance with the specific purpose as stated in the Appropriations Act ("Scope of Work"). You are also required to submit information related to any potential sub-grants and a budget for the grant funds. **Please attach additional sheets as necessary.**

1. Organization:

2. Grant ID:

**3. Scope of Work
Objectives, Results, Performance Measures:**

Recipient shall detail below how the organization will spend the grant funds in compliance with the specific purpose(s) as stated in the Appropriations Act. The description should include objectives to be achieved, expected results and performance measures. The description should also include anticipated timing of those objectives, expected results and any services provided.

Objective(s):

How do you plan to spend your grant funds? What project(s) do you want to accomplish?

Expected Results:

What do you hope will be accomplished through the projects supported by these grant funds?

Performance Measure(s):

List the steps it will take to accomplish the project(s) supported by these grant funds.

If the project is programmatic, list the estimated measurements for project outcomes.

4. Sub-grants:					
a. Does the Recipient anticipate that it will sub-grant or pass down any funds to another organization?				Yes	No
If yes, answer the following:					
b. Name of Sub-recipient	c. Program Name		d. Amount to Sub-recipient		

5. Budget:

Below are general expenditure descriptions that can serve as a *guide* for preparing the organization's budget related to the grant award. Please provide a breakdown of estimated expenses for each category below or as an attachment.

The following budget is for the time period beginning (_____) and ending (_____).

EXPENDITURE DESCRIPTION	AMOUNT
Employee Expenses (ex. Salaries, hourly wages for grant project management /program related staffing).	
Administration Expenses (ex. utilities, telephone, data, lease related expenses)	
Goods Expenses (ex. supplies and equipment)	
Contract and Services Expenses (ex. Designers, Architects, Builders, Programmatic Service Providers)	
Other Expenses (ex. related charges not assigned above and described by recipient in breakdown below)	
Total Balance of the Project Fund (Grant total amount)	

Provide a breakdown of estimated expenses for each category below or as an attachment.

Please note, you will sign off on this appendix as part of executing the Grant Agreement (Contract).

Printed Name	Title
Signature	Date

Appendix A

Scope of Work, Sub-Grants, and Annual Budget

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Other Expenses (ex. related charges not assigned above and described by recipient in breakdown below)	
Total Balance of the Project Fund (Grant total amount)	

Provide a breakdown of estimated expenses for each category below or as an attachment.

Please note, you will sign off on this appendix as part of executing the Grant Agreement (Contract).

Printed Name	Title
Signature	Date

Appendix A

Scope of Work, Sub-Grants, and Annual Budget

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Provide a breakdown of estimated expenses for each category below or as an attachment.

Please note, you will sign off on this appendix as part of executing the Grant Agreement (Contract).

Printed Name	Title
Signature	Date

Randolph County, North Carolina

Proposed 2024-2025 Budget Adoption Schedule

Tuesday, May 28

Proposed Budget Presentations

6:00 - 6:40 p.m. Proposed County Budget
6:40 - 7:00 p.m. Asheboro City Schools
7:00 - 7:20 p.m. Randolph County Schools
7:20 - 7:40 p.m. Randolph Community College

Monday, June 3

Regular June Commissioners Meeting

6:00 p.m. **Mental Health - LME/MCO**

Thursday, June 6

County Department Presentations

4:00 - 6:00 p.m. All County Departments

Monday, June 10

Public Input

6:00 – 6:30 p.m. Community Agencies Requesting Financial Assistance
6:30 p.m. Fire Department Presentations
6:30 p.m. Public Hearings
1) Appropriation to Randolph Economic Development Corp.
2) Proposed County Budget

Monday, June 17

Budget Adoption

6:00 p.m. Approve Close-out Budget Amendments for FY 2023-24
Capital Improvement Plan
Review Capital Project Schedule for 2024-25
2024-25 Budget Adoption
Adopt Fire Districts Property Tax Rates
Adopt School Districts Property Tax Rates
Adopt County Fee Schedules
Discussion of Manager's Proposed 2024-25 Budget
Adoption of Final County Budget and County Property Tax Rate

Please note that all meetings will be held at the Randolph County Office Building, First Floor Meeting Room A, Asheboro

Randolph County Legal

725 McDowell Road
Asheboro, North Carolina 27205
www.randolphcountync.gov



MEMO

To: Randolph County Commissioners
From: Aimee Scotton, Associate County Attorney
Date: February 5, 2024
Re: Bylaws of the Eastern Randolph Water and Sewer District

In 2008, the Randolph County Board of County Commissioners created the Eastern Randolph Water and Sewer District (the "District"), but the District has remained inactive. Anticipated growth in the eastern part of the County reflects the need for the District to be activated. Pursuant to State law, the Board of County Commissioners is the Governing Body for a water/sewer district. In order for the District to function in an orderly manner, this Board needs to adopt Bylaws for the District. The proposed Bylaws are attached to this memo for your consideration and approval.

For ease of administration, the Bylaws state that meetings of the District will follow the same schedule and will be conducted pursuant to the same rules as meetings of the Board of County Commissioners.

Recognizing the need for input from the municipalities involved, the proposed Bylaws provide for the creation and administration of an Advisory Board comprised of representatives from these municipalities. At the March meeting, the Board could consider any recommendations for members to the Advisory Board.

If these Bylaws meet your approval, please formally adopt them tonight. Note that they may be amended in the future, if the need arises.

Bylaws

of the

Eastern Randolph Water and Sewer District

BYLAWS OF THE EASTERN RANDOLPH WATER AND SEWER DISTRICT

The Eastern Randolph Water and Sewer District is a municipal corporation, a body corporate and politic, created by and governed by Chapter 162A, Article 6 of the North Carolina General Statutes.

Article 1. – GOVERNING BODY

1. The Board of Directors for the Eastern Randolph Water and Sewer District will consist of the Randolph County Board of Commissioners.
2. In addition to the positions mentioned herein, the Board of Directors may provide for such deputies, assistants, and other officers as it may deem necessary from time to time, who shall perform such duties and have such powers as the Board of Directors may designate.
3. Any officer or agent appointed by the Board of Directors may be removed by the Board of Directors with or without cause.
4. The Randolph County Finance Officer shall serve as the Finance Officer for the District.

Article 2. - OFFICES

1. The principal office of the District shall be at 725 McDowell Road, Asheboro, North Carolina.

Article 3. - MEETINGS OF THE DISTRICT

1. Meetings of the District shall follow the same schedule as meetings of the Randolph County Board of Commissioners. Additional meetings may be held as necessary at the direction of the Board. Notification of the time and location of any special meetings shall be provided in accordance with the provisions of North Carolina Open Meetings Laws.
2. Meetings of the District may be called by the Chairman or the Vice-Chairman.
3. District meetings shall follow the same Rules of Procedure as those adopted by the Randolph County Board of Commissioners for their meetings. A copy of these Rules is attached to this document as Exhibit A.

Article 4. – ADVISORY BOARD

1. In order to have input from municipalities who serve the eastern parts of the County, the Board of Directors may establish an Advisory Board to provide input into water and sewer operations. The Advisory Board to the Board of Directors shall consist of one representative from the entities listed below (each an “Entity Designee”):
 - A. Town of Franklinville.
 - B. City of Asheboro.
 - C. Town of Ramseur.
 - D. Town of Liberty.
 - E. County of Randolph.

2. For the purposes of this section, the term “designee” shall have the following meaning: The Entity’s Governing Board may designate any other representative of the local government to serve in place of the Entity Designee, either on a permanent basis or for a particular meeting. If an individual is designated on a permanent basis, the Entity’s Governing Board shall inform the Advisory Board in writing so that meeting notifications, etc. are forwarded to that individual. If the designation is for a particular meeting, the Entity Designee shall send notification to the County representative in advance of the meeting that the Entity Designee will not be in attendance and naming his/her designee.
3. The County representative shall preside at all meetings of the District.
4. The Clerk to the Randolph County Board of Commissioners or his/her designee shall attend all meetings of the District and act as Secretary or clerk thereof; he/she shall record all votes and keep accurate records of all proceedings at such meetings in a minute book to be kept for that purpose, which shall be open at all reasonable times to the inspection of any member. The Secretary shall cause notice to be given of all meetings of the District as required by law or by these Bylaws. He/she shall perform all the duties commonly incident to the office of Secretary or clerk and shall perform such other duties and have such other powers as the District from time to time may designate. In the absence of the Secretary from any meeting of the District, a temporary secretary may be chosen who shall record the proceedings thereof.
5. Advisory Board Meetings shall follow the same Rules of Procedure as those adopted by the Randolph County Board of Commissioners for their meetings. A copy of these Rules is attached to this document as Exhibit A.
6. The Board of Directors reserves the right to remove Entities or add additional Entities to the Advisory Board as needed.
7. Attendance and Decorum. Entity Designees are expected to attend meetings of the Advisory Board whenever possible. If an Entity Designee misses two (2) consecutive meetings without giving prior notification of his/her non-attendance, the County Designee shall contact the Entity Designee to verify his/her willingness to continue to serve on the Advisory Board. If an Entity Designee misses three (3) consecutive meetings, the County Designee shall contact the Entity Governing Board for direction.

Entity Designees are expected to behave professionally and courteously at all times during Advisory Board meetings. A failure to do so will result in the County Designee contacting the Entity Governing Board to request a new Entity Designee.

Article 5. - AMENDMENTS

1. Except as otherwise provided by law, these Bylaws may be amended, added to, altered or repealed in whole or in part by the District at any meeting of the District, provided that notice of the proposed amendment, addition, alteration or repeal is given in the notice of such meeting, or that all members of the District are present at such meeting.

**RULES OF PROCEDURE
FOR THE
RANDOLPH COUNTY BOARD OF COMMISSIONERS**

Rule 1. Applicability of Rules (pursuant to NCGS 153A-41)

A. These rules apply to all meetings of the Randolph County Board of Commissioners at which the Board is empowered to exercise any of the executive, administrative or legislative powers conferred on it by law.

B. These rules may be amended at any regular meeting or at any properly called special meeting that includes amendment of the rules as one of the stated purposes of the meeting. Adoption of these rules or an amendment thereof shall require an affirmative vote equal to a quorum.

Rule 2. Open Meetings

A. The public policy of North Carolina and of Randolph County is that the hearings, deliberations, and actions of this Board and its committees be conducted openly, and any person may attend.

B. An official meeting of the Board is defined as any gathering together at any time or place or the simultaneous communication by conference telephone or other electronic means of a majority of Board members for the purpose of conducting hearings, participating in deliberations, or voting upon or otherwise transacting public business within the jurisdiction, real or apparent, of the Board.

Rule 3. Closed Sessions

A. Notwithstanding the provisions of Rule 2, the Board may hold a closed session and exclude the public, but only for those purposes set out in North Carolina General Statute 143-318.11(a), as follows:

1. To prevent the disclosure of information that is privileged or confidential pursuant to the law of this state or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes. NCGS 143-318.11(a)(1)
2. To consult with the County Attorney or another attorney employed or retained by the County in order to preserve the attorney-client privilege. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. NCGS 143-318.11(a)(3)
3. To discuss matters relating to the location or expansion of industries or other businesses in the county. NCGS 143-318.11(a)(4)
4. To establish, or to instruct staff or negotiating agents concerning the position to be taken by or on behalf of the Commissioners in negotiating the price and other material terms of a contract

or proposed contract for the acquisition of real property by purchase, option, exchange, or lease. NCGS 143-318.11(a)(5)(i)

5. To establish, or to instruct staff or negotiating agents concerning the position to be taken by or on behalf of the Commissioners in negotiating the amount of compensation and other material terms of an employment contract or proposed employment contract. NCGS 143-318.11(a)(5)(ii)

6. To consider the initial employment or appointment of an individual to any office or position, other than a vacancy in the Board of County Commissioners or any other public body, and to consider the qualifications, competence, performance, character, and fitness of any public officer or employee. NCGS 143-318.11(a)(6)

7. To hear or investigate a charge, complaint or grievance by or against an individual public officer or employee. Final action regarding such complaint, charge, or grievance shall be taken in open session. NCGS 143-318.11(a)(6)

8. To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct. NCGS 143-318.11(a)(7)

9. To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity. NCGS 143-318.11(a)(9)

B. The Board may go into closed session only upon motion made and adopted at an open meeting. This motion must cite one or more of the permissible purposes listed in Rule 3.A. In addition, a motion to go into closed session pursuant to Rule 3.A.1. must state the name or citation of the law that renders the information to be discussed privileged or confidential, and a motion to go into closed session pursuant to Rule 3.A.2. must identify the parties in each existing lawsuit, if any, concerning which the board expects to receive advice during the closed session.

C. Unless the motion provides otherwise, the County Manager, County Attorney, Staff Attorney, Clerk to the Board, and any necessary staff or agents may attend the closed session. No other person shall attend the closed session unless specifically invited by majority vote of the Board.

D. In the absence of the Clerk, the Board shall designate a secretary to record a general account of the session, any action taken, and who was present. The minutes shall also reflect that the person who took the minutes acted as secretary and shall sign the minutes of the closed session as "acting secretary."

E. The Board shall conclude a closed session and return to open session when the presiding officer declares the closed session to be ended.

Rule 4. Regular Meetings (Time and Place)

A. The Board of County Commissioners shall adopt its regular meeting schedule for the upcoming calendar year at its preceding November regular meeting. Regular meetings shall be

held in the 1909 Historic Courthouse Meeting Room, 145 Worth St., Asheboro, NC, and shall begin at 6:00 p.m., with Zoning public hearings, having been duly noticed, and beginning at 7 p.m.

B. The Board may change the place or time of a particular regular meeting or of all regular meetings within a specified period by resolution adopted, posted, and noticed at least seven days before the change takes effect. Such resolution shall be filed with the Clerk to the Board and posted at or near the regular meeting place, official County bulletin board, and copies shall be sent to all persons who have, in writing, requested notice of special meetings of the Board.

Rule 5. Special, Emergency, and Informal Meetings

A. The Chair or a majority of Board members may at any time call a *special meeting* of the Board by signing a notice stating the time and place of the meeting and the subjects to be considered. At least forty-eight hours before the meeting, the notice shall be posted on the principal bulletin board of the County and delivered to all Board members or left at the usual dwelling place of each member. In addition, the notice shall be mailed or delivered to individual persons and news organizations who have filed a written request for notice with the Clerk to the Board. Requests for notice by individuals are subject to a \$10 non-refundable annual fee; requests by news organizations are not subject to any fee. Only items of business specified in the notice may be transacted at a special meeting called in this manner, unless all members are present or those not present have signed waivers.

B. A *special meeting* may also be scheduled by vote of the Board in open session during another duly called meeting. The motion calling for the special meeting shall specify its time, place, and purpose. At least forty-eight hours before the meeting, the notice shall be posted on the principal bulletin board of the County and delivered to all Board members not present at the meeting at which the special meeting was called. Only items of business specified in the motion calling for the special meeting may be transacted at a special meeting called in this manner unless all members are present and the Board determines in good faith at the meeting that it is essential to discuss or act on the additional item immediately.

C. The Chair or a majority of Board members may at any time call an *emergency meeting* of the Board by signing a written notice stating the time and place of the meeting and the subjects to be considered. Written or oral notice of the meeting shall be given to each Board member and to each news organization that has filed a written emergency meeting notice request with the Clerk to the Board, and whose request includes that organization's telephone number. Only business connected with the emergency may be considered at an emergency meeting.

D. The Board may schedule *work sessions, committee meetings, or other informal meetings* of the Board or of a majority of its members at such times and concerning such subjects as may be established by the Board. Work sessions and other informal official meetings not held regularly are subject to the same notice requirements as special Board meetings.

Rule 6. Organizational Meetings

A. On the date of the regular meeting in December, the newly elected members shall take and subscribe the oath of office as the first order of new business. As the second order of new business,

the Board shall elect a chairman and vice-chairman. The swearing-in and election may be preceded by the completion of pending items of unfinished business by the incumbent board.

B. The outgoing chairman shall preside over the meeting until a new chairman is elected. If the outgoing chairman is not present, the County Manager or Clerk to the Board shall preside until a new chairman is elected.

Rule 7. Location of Meetings

A. Regular meetings shall be held within the boundaries of Randolph County.

B. A joint meeting with the governing board of any other political subdivision of this or any other state may be held within the boundaries of either subdivision as may be specified in the call of the meeting. At any such joint meeting, this Board reserves the right to vote separately on all matters coming before the joint meeting.

C. A special meeting called during a session of the General Assembly for considering and acting on an order or resolution requesting members of the General Assembly representing all or any portion of Randolph County to support or oppose any bill pending in the General Assembly or proposed for introduction therein may be held in Raleigh or other such place as stated in the call of the meeting.

D. A meeting may be held within or outside the boundaries of Randolph County in connection with a retreat, forum, or similar gathering solely for the purpose of providing members of the Board with general information relating to the performance of their public duties.

E. A meeting may be held within or outside the boundaries of Randolph County while in attendance at a convention, association meeting, or similar gathering solely to discuss or deliberate the Board's position concerning convention resolutions, elections of association officers, and similar issues that are not legally binding upon the Board or its constituents.

Rule 8. Agenda

A. The Clerk to the Board shall prepare the agenda for each meeting. A request to have an item of business placed on the agenda for a regular meeting must be received at least four working days before the meeting. Any Board member may, by a timely request, have an item placed on the agenda.

B. The agenda packet shall include as much supporting documentation and background information as is available and feasible to reproduce, including any proposed ordinances, resolutions, policies, etc., or any proposed amendments thereof. A copy of the agenda packet shall be delivered to each Board member at least two working days before the meeting. Documents in the agenda packet, if not previously available for public inspection, shall become so when packets have been delivered to each Board member or left at his usual dwelling.

C. The Board may, by general consent, add items to or remove items from the proposed agenda.

D. Routine agenda items may be designated under a section of the agenda called "consent agenda" and will be approved in one motion without discussion. Upon request by any one Board member, any item listed under the consent agenda shall be removed from the consent agenda and considered separately.

E. Items shall be placed on the agenda according to the order of business. Without objection, the Chairman may call items in any order most convenient for the dispatch of business.

Rule 9. Presiding Officer

A. The Chairman shall preside at all Board meetings if he is present. If the Chairman is absent, the Vice-Chairman shall preside. If both the Chairman and the Vice-Chairman are absent, another member designated by vote of the present Board members shall preside.

B. The presiding officer shall have the following powers:

1. To rule on points of parliamentary procedure, including the right to rule out of order any motion offered for patently obstructive or dilatory purposes;

2. To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;

3. To call a brief recess at any time;

4. To adjourn in an emergency.

C. A decision by the presiding officer under any of the first three powers listed above may be appealed to the Board upon motion of any member. Such a motion is in order immediately after a decision under those powers is announced and at no other time. The member making the motion need not be recognized by the presiding officer, and the motion, if timely made, may not be ruled out of order.

Rule 10. Action by the Board

A. The Board shall proceed by motion. Any member, including the Chairman, may make a motion. If two or more Commissioners speak at the same time to make a motion (or second), the Chairman shall determine, for purposes of recording action for the minutes, which name the Clerk shall use.

B. A motion shall require a second in order to be considered by the Board.

C. A substantive motion is out of order while another substantive motion is pending.

D. A motion shall be adopted by a majority of the votes cast, a quorum being present, unless otherwise required by the laws of North Carolina. A majority is more than half. A quorum is a majority of the actual membership of the Board, including any vacant seats (NCGS 153A-43). A member who has withdrawn from a meeting without being excused by majority vote of the

remaining members present shall be counted as present for purposes of determining whether or not a quorum is present.

E. The Chairman or the Clerk shall state the motion and then open the floor to debate. The Chairman shall preside over the debate according to the following general principles:

1. The maker of the motion is entitled to speak first;
2. A member who has not spoken on the issue shall be recognized before someone who has already spoken;
3. To the extent possible, the debate shall alternate between proponents and opponents of the measure.

F. To the extent permitted by law, the Board may ratify actions taken on its behalf but without its prior approval. A motion to ratify is a substantive motion.

G. In addition to substantive proposals, only the following procedural motions, and no others, shall be in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority vote for adoption. Procedural motions are in order while a substantive motion is pending and at other times, except as otherwise noted. In order of priority (if applicable), the procedural motions are

1. To appeal a procedural ruling of the presiding officer. (See Rule 9.C.)
2. To adjourn. The motion may be made only at the conclusion of action on a pending matter; it may not interrupt deliberation of a pending matter.
3. To take a brief recess.
4. To call to follow the agenda. The motion must be made at the first reasonable opportunity or it is waived.
5. To suspend the rules. The motion requires a vote equal to a majority of the entire membership of the Board.
6. To divide a complex motion and consider it by paragraph. This motion is in order whenever a member wishes to consider and vote on subparts of a complex motion separately.
7. To defer consideration. The Board may defer a substantive motion for later consideration at an unspecified time. A substantive motion that has been deferred expires 100 days thereafter unless a motion to revive consideration is adopted.
8. Motion for the previous question. This motion is not in order until there have been at least 15 minutes of debate and every member has had an opportunity to speak once.
9. To postpone to a certain time or day.

10. To refer a motion to a committee. The Board may vote to refer a substantive motion to a committee for its study and recommendations. Sixty days or more after a substantive motion has been referred to a committee, the introducer of the substantive motion may compel consideration of the measure by the entire Board, whether or not the committee has reported the matter to the Board.

11. To amend.

- a. An amendment to a motion must be pertinent to the subject matter of the motion. An amendment is improper if adoption of the motion with that amendment added would have the same effect as rejection of the original motion. A proposal to substitute completely different wording for a motion or an amendment shall be treated as a motion to amend.
- b. A motion may be amended, and that amendment may be amended, but no further amendments may be made until the last-offered amendment is disposed of by a vote.
- c. Any amendment to a proposed policy, ordinance, resolution, etc. that is lengthy or complex shall be reduced to writing before the vote on the amendment.

12. To revive consideration. This motion is in order at any time within 100 days of a vote deferring consideration.

13. To reconsider. The Board may vote to reconsider its action on a matter. The motion to do so must be made by a member who voted with the prevailing side (the majority, except in the case of a tie; in that case the "nos" prevail) and only at the meeting during which the original vote was taken, including any continuation of that meeting through recess to a time and place certain. The motion cannot interrupt deliberation on a pending matter but is in order at any time before final adjournment of the meeting.
(If a member wishes to reverse an action taken at a previous meeting, he generally may make a new motion having the opposite effect of the prior action.)

H. A motion may be withdrawn by the introducer at any time before it is amended or before the Chairman puts the motion to a vote, whichever occurs first.

I. Every member must vote unless excused by the remaining members of the Board. A member who wishes to be excused from voting shall so inform the Chairman, who shall take a vote of the remaining members. No member shall be excused from voting except in cases involving conflicts of interest, as defined by the Board or by law, or the member's official conduct, as defined by the Board. In all other cases, a failure to vote by a member who is physically present in the meeting, or who has withdrawn without being excused by a majority vote of the remaining members present, shall be recorded as an affirmative vote.

Rule 11. Public Hearings

A. At the time appointed for the hearing, the presiding officer shall call the hearing to order

and then preside over it.

- B. Anyone wishing to speak during a public hearing must first provide his name and address to the Clerk.
- C. When the allotted time expires, or earlier, if no one wishes to speak who has not done so, the presiding officer shall declare the hearing ended.
- D. The board may continue a public hearing without further advertisement. If a public hearing is set for a given date and a quorum of the board is not then present, the board shall continue the hearing without further advertisement until its next regular meeting, pursuant to NCGS 153A-52.

Rule 12. Public Comment Period

The board of commissioners shall provide a public comment period at its regular business meeting on the first Monday of the month. On August 1, 2005, the Randolph County Board of Commissioners adopted the following rules of procedure for public comment periods:

The public comment period will be limited to 15 minutes at the beginning of the meeting; if more time is required, it will be at the discretion of the Board. Each speaker must give his/her name, both orally and in writing, before speaking. Speakers will be limited to three minutes. Comments are to be directed to the Board as a whole and not to one individual commissioner. Response, discussion or action concerning issues raised during the public input session will be at the discretion of the Board. Speakers will be courteous in their language and presentation. Speakers should not discuss matters which concern the candidacy of any person seeking public office or matters in current or anticipated litigation.

Rule 13. Minutes

- A. The exact wording of each motion and the results of each vote shall be recorded in the minutes, and on the request of any member of the Board, the entire Board shall be polled by name on any vote.
- B. Minutes and general accounts of closed sessions shall be considered sealed automatically. Closed session records shall be unsealed by Board action if and when the closed session's purpose would no longer be frustrated by making these records public.

Chairman

County Commissioner

County Commissioner

County Commissioner

County Commissioner

**adopted 4/10/00

**amended 6/6/11 (to reflect regular meeting schedule change from 1 mtg./mo. to 2 mtgs./mo., the second meeting on the 3rd Monday of the month for zoning public hearings; minor housekeeping changes; and to incorporate previously adopted Public Comment Period Rules into these ROP.)

**amended 9/6/11 (to reflect meeting schedule change from 2 mtgs./mo. to 1 mtg./mo., beginning at 6 p.m., the zoning public hearing beginning at 7 p.m. at the regular meeting on the 1st Monday of the month.

**amended 11/7/11 to specify that the BOC will adopt its upcoming calendar year regular meeting schedule every November.



RANDOLPH COUNTY

BOARD OF COMMISSIONERS

Randolph County Office Building ■ 725 McDowell Road
Asheboro, North Carolina 27205 ■ Telephone 336-318-6300

Darrell Frye, Chairman
David Allen, Vice Chairman
Kenny Kidd
Maxton McDowell
Hope Haywood

Resolution Adopting 2024 Meeting Schedule of the Eastern Randolph County Water and Sewer District

WHEREAS, the Bylaws of the Eastern Randolph Water and Sewer District state that meetings of the District will follow the same schedule and will be conducted pursuant to the same rules as meetings of the Board of County Commissioners; and

WHEREAS, the Board of Commissioners adopted by resolution the regular meeting schedule for 2024 on October 2, 2023.

NOW, THEREFORE, BE IT RESOLVED that the Eastern Randolph County Water and Sewer District hereby adopts the following meeting schedule for all of its 2024 regular meetings:

Monday, February 5
Monday, March 4
Monday, April 1
Monday, May 6
Monday, June 3

Monday, July 8
Monday, August 5
Tuesday, September 3
Monday, October 7
Monday, November 4
Monday, December 2

BE IT FURTHER RESOLVED that the meetings of the Eastern Randolph Water and Sewer District shall begin after the adjournment of the regularly scheduled Board of Commissioners Meetings.; and

FURTHER, that all regular meetings shall be held in the 1909 Historic Courthouse, 145-C Worth St., Asheboro, NC 27203; and

BE IT FINALLY RESOLVED that the Clerk shall cause a copy of this resolution to be posted and published.

Adopted this 5th day of February 2024.

Darrell Frye, Chairman
Randolph County Board of Commissioners

Attest: _____
Dana Crisco, Clerk to the Board