

TOWN OF ROBBINS
REGULAR BOARD MEETING AGENDA
Thursday, June 14, 2018 at 6:00 p.m.
Town Hall-101 N. Middleton Street

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

**Approval of Consent
Agenda**

All items listed here are considered routine and will be enacted by one motion. No separate discussion will be held, except upon request from a member of the Board of Commissioners.

- FY18 Brownfield Cooperative Agreement
- Triangle J Charter Resolution
- Ordinance Amending Budget Ordinance for Fiscal Year 2017-2018
- Approval of minutes for the Budget Work Session held May 24, 2018.
- Resolution to Amend Audit Contract
- Approval of minutes for the regular meeting held May 10, 2018.

**Public Address to
the Board of
Commissioners**

Any individual or group who wishes to address the Board shall make a request to be on the agenda to the Town Clerk or chief administrative officer. Any and all public addresses to the Board shall be limited to five minutes.

Reports

- Manager's Report
- Code Enforcement Report

David Lambert
Brandon Emory

Public Hearings

- Ordinance Regulating Junkyards, Salvage Yards, Recycling Operations.
 - Consistency Statement
- Ordinance Amending Chapter 152 to Authorize Conditional Zoning
 - Consistency Statement
- Ordinance Amending Robbins Penalty Section of the Robbins Code of Ordinances
 - Consistency Statement
- Ordinance Amending Robbins UDO Regarding Theaters
 - Consistency Statement
- Special Use Application 10345 NC HWY 24-27- Fun N Fish LLC.
- FY 2018-19 Town of Robbins Budget Ordinance and Schedule of Fees

New Business

- Resolution to Accept the Wooten Company Engineering Contract

Closed Session

none

**Comments by
Commissioners**

Limited to 5 Minutes

Adjournment

These documents were distributed for your information prior to the meeting. Special accommodations for individuals with disabilities or impairments will be made upon request to the extent that reasonable notice is given to the Town.

CONSENT AGENDA

**TOWN OF ROBBINS
FY18 EPA BROWNFILEDS CLEANUP COOPERATIVE AGREEMENT
ROBBINS MILL SMOKESTACK PARCEL**

GRANT PROJECT ORDINANCE

Be it ordained by the Town Council that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted:

Section 1. The project authorized is the Environmental Protection Agency (EPA) Brownfields Cleanup Cooperative Agreement described in the work plan contained in the Cooperative Agreement between the Town and the EPA. This project is known as the 2018 Brownfields Cleanup Project for the Robbins Mill Smokestack Parcel.

Section 2. The officers of this unit are hereby directed to proceed with the project within the terms and conditions of the cooperative agreement documents, the rules and regulations of the EPA and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this project:

EPA Brownfields Cleanup Cooperative Agreement	\$200,000
Local Match	<u>\$0</u>
Total	\$200,000

Section 4. The following amounts are appropriated for the project:

Contractual Expenses for Cleanup Activities	\$195,000
Administration	<u>\$5,000</u>
Total	\$200,000

Section 5. The Finance Officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the Cooperative Agreement and Federal and State regulations.

Section 6. Funds will be requisitioned from the EPA after submission of documentation from the Town. The Town upon actual receipt of EPA funds will make disbursement of funds. Compliance with all federal and state procurement regulations is required.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to the Town Council.

Section 9. Copies of this Grant Project Ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 14th day of June 2018.

Lonnie English, Mayor

ATTEST:

Debbie Daggett, Town Clerk

Triangle J Council of Governments Charter Resolution

WHEREAS, together with the other county and municipal governmental units adopting concurrent Resolutions identical hereto, recognize that there is a need for such governmental units to consult among themselves and to act in concert with reference to regional matters affecting health, safety, welfare, education, recreation, economic conditions, regional planning or planning development; now, therefore, be it

RESOLVED, that pursuant to the General Statutes of North Carolina, Chapter 160A, Article 20, Part 2, the following Resolution is adopted for the establishment of a regional council of governments.

ARTICLE I

Short Title - Binding Effect. This Resolution is the "Charter" of this Regional Council; and said Charter, together with all amendments thereto, is binding upon and shall ensure the benefit of all governmental units adopting it.

ARTICLE II

Name. The name of the regional council of governments hereby established is the Triangle J Council of Governments.

ARTICLE III

Purpose. The purposes of the Council are:

- 1) To serve as a forum for discussion of governmental problems of mutual interest and concern;
- 2) To develop and formalize policy recommendations concerning specific matters having an areawide significance which may include but are not limited to the following:
 - a) human resource development and human relations.
 - b) housing, public and private.

- c) health care and hospital services.
 - d) recreation.
 - e) sanitation and refuse disposal.
 - f) communications.
 - g) transportation.
 - h) water, sanitary sewer, electric power and other utility services.
 - i) air, water and other environmental development.
 - j) commercial and industrial development.
 - k) law enforcement.
 - l) welfare.
 - m) fire protection and prevention.
 - n) regional land use planning.
 - o) workforce development and training, and
 - p) conservation and development of natural resources.
- 3) To promote inter-governmental cooperation;
 - 4) To provide organizational machinery to insure effective communication and coordination among the participating governmental units and other governmental units.
 - 5) To serve as a vehicle for the collection and distribution of information concerning matters of areawide interest;
 - 6) To review, upon request of any governmental unit within the Triangle J Region, applications of that unit for any grant in aid, federal, state or private; and
 - 7) To provide services to local governments and residents in the area known as the Triangle J Region where appropriate and authorized.

The Council shall strive to promote harmony and cooperation among its members. It shall seek to deal with regional problems in a manner that is mutually satisfactory and shall respect the autonomy of all local governments within the Triangle J Region.

ARTICLE IV

Membership

- 1) The initial membership of the Council of Governments shall consist of the general purpose governmental units of and in the counties of Chatham, Durham, Johnston,

Lee, Orange, and Wake, known as the Triangle J Region, which adopted a resolution pursuant to N.C.G.S. 160A-470 on or before June 30, 1972.

- 2) Any municipality or county in the Triangle J Region that is not an initial member of the Council may join this Council by ratifying or adopting this Charter and upon a majority vote of approval by the Board of Delegates. Notice of such application for admission shall be given to existing members of the Council at least ten (10) days prior to the date of the meeting at which the vote is to be taken.
- 3) All rights and privileges of membership in the Council shall be exercised on behalf of the member governments by their delegates to the Council.
- 4) Any special purpose governmental agency in the Triangle J region involved in matters affecting the health, safety, natural resources, welfare or education of the citizens of North Carolina, such as school boards, sanitary districts, and soil and water conservation districts, is eligible to apply for an affiliate membership in the Council. The application may be approved and an affiliate membership granted to such special purpose governmental unit upon the affirmative vote of the Board of Delegates. The affiliate member shall pay no assessment, but the Council may charge each affiliate member a reasonable sum to cover its proportionate share of the direct costs of providing services to the affiliate members, provided such payments are authorized by law. The affiliate member shall have no vote in the Council, but its designated representative may serve on any technical or advisory committee and may otherwise participate in the deliberations of the Council.

ARTICLE V

Withdrawal. Any member may withdraw from the Council at the end of any fiscal year, provided written notice of intent to withdraw is given to each of the other members at least sixty (60) days prior to the end of the fiscal year.

ARTICLE VI

Governing Board.

- 1) The governing board of the Council of Governments shall be known as the Board of Delegates, which shall be constituted as described below.
- 2) The Board of Delegates shall consist of one delegate from each member governmental unit. Each governmental unit may designate any number of alternate delegates. All

delegates and alternates shall be elected members of the governing bodies of the member governmental units they represent. The delegates and alternates, as well as their successors, shall be selected by the member governing bodies in any manner consistent with law and the regulations governing such body, and their names shall be certified to the Council in the manner described by the Bylaws of the Council.

- 3) The term of office of each delegate shall commence upon the date of his/her appointment and certification to the Council by the governing body of the member governmental unit he or she represents; and such terms shall expire when the appointing body has appointed his or her successor and certified such successor to the Council, unless he or she shall sooner resign, or cease to be an elected member of said governing body, in which case his or her term shall expire on the effective date of such event. Each member shall certify to the Council the name of its delegate and any alternate(s) prior to the first Board of Delegates meeting of the calendar year. Only an individual who has been duly appointed and certified to the Council as a delegate or alternate may serve as a voting member of the Board of Delegates.
- 4) The delegates shall be compensated, upon submittal of proper receipts, for direct expenses incurred in connection with discharging their duties as delegates to the Triangle J Council of Governments.
- 5) It is the intent of this Charter that all delegates to the Council shall have demonstrated an interest in the sound development of Region J.

ARTICLE VII

Meeting. Regular meetings of the Board of Delegates shall be held, as provided in the Bylaws to receive reports from its standing committees and to conduct necessary business. The Chair may cancel the regular meeting if he or she determines that there is no need for the meeting. Special meetings of the Board of Delegates may be called by the Chair, or by any three members thereof. All meetings shall be open to the public.

At least 48 hours written notice of any meeting shall be given to all delegates of the Board of Delegates. It shall state the time, place, and purpose of the meeting, and may be sent by electronic means. At least twenty-four (24) hours written notice shall be given of any committee meeting to all committee members. Any member may waive notice of this requirement for himself/herself.

ARTICLE VIII

Quorum and Voting Requirements.

- 1) Except as provided in Paragraph 4 of this Article, each member governmental unit shall be entitled to one vote on all matters coming before the Board of Delegates or before any committee to which such member unit is duly appointed. All votes shall be cast by the delegate, or in his or her absence, by an alternate delegate of the member government.
- 2) The quorum shall be established in the Bylaws. The affirmative vote of a simple majority of members present at any meeting at which a quorum is present shall be required for any action or recommendation of the Board or any Committee, unless this Charter or the Bylaws of the Council require a larger affirmative vote on particular matters.
- 3) Voting shall be by voice, by show of hands, or, upon the request of any three delegates, by a poll of the delegates.
- 4) At the request of any delegate present, any questions shall be determined by weighted voting. Weighted voting shall mean that each participating member local government shall have one vote for each 5,000 units of population, as determined by the most recent decennial census, and for any remaining fraction of 5,000 units within the geographical boundaries of the participating government, except that any participating government whose jurisdiction has a population of less than 5,000 shall have one vote. In the case of any weighted voting question delegates representing local governments with at least two thirds of the aggregate votes of member local governments shall be present and participating. An affirmative vote of at least two thirds of the votes cast shall be required to decide any weighted voting question.
- 5) Proxy voting is not allowed.
- 6) The provisions in this Article VIII apply to all committees and boards of the Council except to the extent such committee or board has adopted different measures.

ARTICLE IX

Board of Delegates

- 1) At the first regular meeting of the Board of Delegates, and annually thereafter as provided by the Bylaws, the Board of Delegates shall elect a Chair, a First Vice Chair, a Second Vice Chair and a Secretary-Treasurer to serve as officers for one year or until their successors have been duly elected. The Board of Delegates may also elect such

additional officers as the Board of Delegates finds to be necessary in the proper performance of its duties.

- 2) The Chair shall preside at all meetings of the Board of Delegates and shall conduct said meeting in an orderly and impartial manner so as to permit a free and full discussion by the membership of such matters as may be brought to the Board of Delegates. The Chair shall have the same voting rights as other members.
- 3) The Chair may appoint such advisory committees as he or she finds necessary or desirable.
- 4) The First Vice Chair shall perform all of the duties of the Chair in the absence of the Chair, or in the event of the inability of the Chair to act, and shall perform such other duties as the Board of Delegates may delegate to him or her. The Second Vice Chair shall perform all of the duties of the First Vice Chair in the absence of the First Vice Chair or in the event of the inability of the First Vice Chair to act.
- 5) All other officers elected by the Board of Delegates shall perform such duties as may be prescribed by the Board of Delegates.

ARTICLE X

Finance Matters:

- 1) On or before the 15th day of April each year, the Council shall prepare and submit to each participating governmental unit its proposed general budget for the next fiscal year.
- 2) The general budget shall set out the proportionate share of the budget to be borne by each member governmental unit by a method established in the By-laws and reviewed periodically by the Board of Delegates.
- 3) A special budget providing for cooperative arrangements or coordinated action for two or more members may be adopted at the request of members participating in special functions. The share of the special budget to be borne by each participating member shall be determined by the participating members.
- 4) Upon approval of its share of each budget by a member local government, such member shall appropriate its share of the budget, and after adoption of its own budget, shall forward to the budget officer its share of the budget.

- 5) All local appropriations to the Council shall be made in accordance with the Local Government Budget and Fiscal Control Act, as may be appropriate.
- 6) The finance officer shall have authority to collect, deposit, and disburse funds made available to the Council from any source whatsoever, and also perform other duties as prescribed by G.S. 159-25. Finance officers shall be bonded as required by G.S. 159.29. All monies received for the Council shall be deposited into an official depository of the Council for the exclusive use of the Council, and shall be paid out only by check signed by the finance officer and countersigned by the Executive Director or another official designated by the Council. Funds shall be disbursed only when they are within the amount of appropriations made according to the budget of the Council.
- 7) The Board of Delegates may designate a Council employee or, with the agreement of the governing body involved, designate one of the city or county accountants as the finance officer to perform the duties as described in the Local Government Budget and Fiscal Control Act insofar as post-budget approval of expenditures is concerned.
- 8) It shall be the duty of the Board of Delegates to require that all financial records and accounts of the Council be audited annually by a certified public accountant or by an accountant certified by the Local Government Commission as qualified to audit local governmental accounts. A copy of the annual audit shall be forwarded to each member county and municipality and to the secretary of the Local Government Commission.

ARTICLE XI

Committee Structure.

- 1) The Board of Delegates may establish an Executive Committee, other committees of the Board itself, and technical and advisory committees.
- 2) Executive Committee. The Executive Committee shall consist of two delegates from each county in the Region. The officers of the Council and the immediate past Chair shall automatically be members, and will thereby occupy that number of the two seats allotted to their county. Each county government will occupy one seat on the committee. The other seat from each county will be occupied by a municipal delegate from that county. The municipal delegate will be chosen by a vote of all the municipal delegates from that county unless that seat is automatically assigned as provided above. If there are more eligible delegates than available seats for those delegates to serve on the Executive Committee due to the automatic assignments provided above,

then the number of Executive Committee members shall be temporarily increased to allow all eligible delegates to serve on the Executive Committee. .

- 3) Technical and Advisory Committees. The Chair may appoint technical or advisory committees with broadly representative membership for any of the planning studies and work elements in the Program of Work. These Committees should work directly with the Council staff and its consultants and make periodic reports to the Council. In addition to reviewing periodic progress reports, these advisory committees should directly participate in the planning process.

ARTICLE XII

Annual Report. The Council shall prepare and submit an annual written report of its activities, including a financial statement, to the participating governmental units.

ARTICLE XIII

Powers, Duties and Functions of the Council. Within the limits of funds and personnel available, the Council:

- 1) Shall have and may exercise, in accordance with its Charter and Bylaws, all of the powers which the General Assembly of North Carolina has authorized, and may hereafter from time to time authorize, this Charter to confer upon the Council, including, but not limited to, all of the specific powers enumerated in Section 160A-475 (any amendments thereto) of the General Statutes of North Carolina, which powers are incorporated herein by reference.
- 2) Shall have, and may exercise, in addition to and not in limitation of the foregoing, the following powers:
 - (a) To create such committees as it deems necessary to exercise the powers granted to the Council herein in dealing with problems or problem areas that do not involve all the members of the Council. At least one delegate from each member governmental unit affected by the problem or problem area to be dealt with by the committee is entitled to be a member of that committee. Any two or more member governmental units shall have the right to have a Council committee formed to exercise the powers of the Council with reference to any problem which affects the petitioning governmental units, unless the Council shall reasonably determine that the problem or problem area in question should be assigned to an existing committee, in which case the petitioning

member shall be entitled to be represented on said committee. The subject matter over which any committee has jurisdiction to exercise the powers of the Council shall be specifically defined, but may be enlarged or restricted by the Council from time to time. Unless the right of a member of representation on any particular committee granted herein above is asserted, the Chair of the Council shall designate the membership of all committees.

- (b) To accept, receive and disburse in furtherance of the duties, purposes, powers, and functions specified in the Charter all member assessments, funds, grants, and services made available by the State of North Carolina, any other municipality or county or other governmental or quasi-governmental unit or agency, (whether or not a member of such Council) and private and civic sources. The Council may provide matching funds, grants or services, received from any source, to or from any governmental or quasi-governmental agencies established by the Council or any two or more member governmental units in furtherance of the duties, purposes, powers, and functions herein contained. None of the powers contained in this subparagraph may be exercised by any committee except with respect to funds budgeted or appropriated for their use by the Council.
- (c) To meet with, consult with, and act in concert with any county or municipality, any agency of the State or Federal government, any civic organization, or any private organization in the furtherance of the purposes and objects within its jurisdiction.
- (d) To participate, as a unit of local government, in any undertaking with any other unit of local government, whether or not a member of the Council, for the joint exercise of governmental powers in accordance with the provisions of Chapter 160A, Article 20, Part 1 of the General Statutes of North Carolina (and any amendments thereto).
- (e) To contract with any person, firm or corporation for goods and/or services when same have been authorized by budget appropriations or by special resolution of the Council appropriating available funds.
- (f) To adopt Bylaws containing such rules and regulations for the conduct of its business as it may deem necessary for the proper discharge of its duties and the performance of its functions, not inconsistent with the Charter of the laws of North Carolina.
- (g) To create agencies of the Council to act for and on behalf of the Council in the planning and development of particular programs which affect the health,

safety, welfare, housing, education, economic conditions or regional development of two or more member governmental units. Such agencies shall have such membership, staff, powers, duties and responsibilities as may be specified in the Council Resolutions establishing such agencies, consistent with powers herein granted to the Council. Provided, however, such agency shall at all times be acting for and on behalf of, and shall be responsible to the Council. The Council may appropriate funds for the use of agency programs which it has received from any source, including member assessments, provided such appropriation is made in accordance with the Charter.

- (h) To contract with and provide services to local governmental units within Region J.
- (i) To serve as an informational clearinghouse and, as a reviewing agency with respect to Federal, State and local services or resources available to assist in the solution of problems.
- (j) To request and receive contributions of research assistance from its own agencies, private research organizations, civil foundations, institutions of higher learning, and other organizations.
- (k) To purchase, lease, rent or otherwise acquire real and personal property to the extent necessary to discharge the other powers, duties and functions set forth herein and to the extent such purchases are authorized by general or special budgets and are within the limits of funds appropriated for or provided to the Council by the participating governmental units and others for such purposes.
- (l) To act as the official reviewing agency of the participating governmental units for all programs, Federal, State, or private, requiring regional review.

It is the desire of the membership of this Council to avoid duplication of governmental functions, particularly in the planning and development of future programs in areas of governmental responsibility, and to that end this Council is created, should function, and these powers are given.

ARTICLE XIV

Amendments. Amendments to this Charter shall become effective when adopted by resolution of two-thirds (2/3rds) of the participating governmental units in the Council of Governments.

ARTICLE XV

Dissolution. The Council may be dissolved at the end of any fiscal year only (1) upon the adoption of a dissolution resolution by the governing bodies of all member governmental units, or (2) the withdrawal from the Council of all but one (1) of the member governmental units. If such dissolution is affected by resolution of all member governments, such resolutions shall specify the method of liquidating the Council's assets and liabilities. If such dissolution is occasioned by withdrawal of all but one member, the remaining governmental unit shall have the power to liquidate all assets and liabilities and it shall then distribute the net proceeds, if any, to those members who paid the latest annual assessment and in the same proportion. Any deficit shall be the responsibility of those member governments who would have received the net proceeds, and in the same proportions.

Amended: July 1, 1975
 February 18, 1976
 April 28, 1982
 February 14, 1985
 March 27, 1996
 April 25, 2018

Triangle J Council of Governments Charter Resolution

WHEREAS, together with the other county and municipal governmental units adopting concurrent Resolutions identical hereto, recognize that there is a need for such governmental units to consult among themselves and to act in concert with reference to regional matters affecting health, safety, welfare, education, recreation, economic conditions, regional planning or planning development; now, therefore, be it

RESOLVED, that pursuant to the General Statutes of North Carolina, Chapter 160A, Article 20, Part 2, the following Resolution is adopted for the establishment of a regional council of governments.

ARTICLE I

Short Title - Binding Effect. This Resolution is the "Charter" of this Regional Council; and said Charter, together with all amendments thereto, is binding upon and shall ensure the benefit of all governmental units adopting it.

ARTICLE II

Name. The name of the regional council of governments hereby established is the Triangle J Council of Governments.

ARTICLE III

Purpose. The purposes of the Council are:

- 1) To serve as a forum for discussion of governmental problems of mutual interest and concern;
- 2) To develop and formalize policy recommendations concerning specific matters having an areawide significance which may include but are not limited to the following:
 - a) human resource development and human relations.
 - b) housing, public and private.

- c) health care and hospital services.
 - d) ~~R~~recreation.
 - e) sanitation and refuse disposal.
 - f) ~~C~~ommunications.
 - g) ~~T~~ransportation.
 - h) water, sanitary sewer, electric power and other utility services.
 - i) air, water and other environmental development.
 - j) commercial and industrial development.
 - k) law enforcement.
 - l) ~~W~~welfare.
 - m) fire protection and prevention.
 - n) regional land use planning.
 - o) ~~manpower-workforce~~ development and training, and
 - p) conservation and development of natural resources.
- 3) To promote inter-governmental cooperation;
 - 4) To provide organizational machinery to insure effective communication and coordination among the participating governmental units and other governmental units.
 - 5) To serve as a vehicle for the collection and distribution of information concerning matters of areawide interests;
 - 6) To review, upon request of any governmental unit within the Triangle J Region, applications of that unit for any grant in aide, federal, state or private; and
 - 7) To provide services to local governments and residents in the area known as the Triangle J Region where appropriate and authorized.

The Council shall strive to promote harmony and cooperation among its members. It shall seek to deal with regional problems in a ~~manner which~~manner that is mutually satisfactory and shall respect the autonomy of all local governments within the Triangle J Region.

ARTICLE IV

Membership

- 1) The initial membership of the Council of Governments shall consist of the general purpose governmental units of and in the counties of Chatham, Durham, Johnston,

Lee, Orange, and Wake, known as the Triangle J Region, which adopted a resolution pursuant to N.C.G.S. 160A-470 on or before June 30, 1972.

- 2) Any municipality or county in the Triangle J Region ~~which-that~~ is not an initial member of the Council may join this Council by ratifying or adopting this Charter and upon a majority vote of approval by ~~the existing member~~ the Board of Delegates. Notice of such application for admission shall be given ~~to existing~~ a member ~~s of by~~ the Council at least ten (10) days prior to the date of the meeting at which the vote is to be taken.
- 3) All rights and privileges of membership in the Council shall be exercised on behalf of the member governments by their delegates to the Council.
- 4) Any special purpose governmental agency in the Triangle J region involved in matters affecting the health, safety, natural resources, welfare or education of the citizens of North Carolina, such as school boards, sanitary districts, and soil and water conservation districts, is eligible to apply for an affiliate membership in the Council. The application may be approved and an affiliate membership granted to such special purpose governmental unit upon the affirmative vote of ~~the Board of Delegates, a majority of the membership attending at any meeting~~ The affiliate member shall pay no assessment, but the Council may charge each affiliate member ~~s~~ a reasonable sum to cover its proportionate share of the direct costs of providing services to the affiliate members, provided such payments are authorized by law. The affiliate member shall have no vote in the Council, but its designated representative may serve on any technical or advisory committee and may otherwise participate in the deliberations of the Council.

ARTICLE V

Withdrawal. Any member may withdraw from the Council at the end of any fiscal year, provided written notice of intent to withdraw is given to each of the other members at least sixty (60) days prior to the end of the fiscal year.

ARTICLE VI

Governing Board.

- 1) The governing board of the Council of Governments shall be known as the Board of Delegates, which shall be constituted as described below.

- 2) The Board of Delegates shall consist of one delegate from each member governmental unit. Each governmental unit may designate any number of alternate~~ive~~ delegates. All delegates and alternates shall be elected members of the governing bodies of the member governmental units they represent. The delegates and alternates, as well as their successors, shall be selected by the member governing bodies in any manner consistent with law and the regulations governing such body, and their names shall be certified to the Council in the manner described by the Bylaws of the Council.
- 3) The term of office of each delegate shall commence upon the date of his/her appointment and certification to the Council by the governing body of the member governmental unit he or she represents; and such terms shall expire when the appointing body has appointed his or her successor and certified such successor to the Council, unless he or she shall sooner resign, or cease to be an elected member of said governing body, in which case his or her term shall expire on the effective date of such event. Each member shall certify to the Council the names~~s~~ of its delegates~~s~~ and any alternate(s) prior to the first Board of Delegates meeting of the calendar year. Only an individual who has been duly appointed and certified to the Council as a delegate or alternate may ~~be~~serve as a voting member of the Board of Delegates.
- 4) The delegates shall be compensated, upon submittal of proper receipts, for direct expenses incurred in connection with discharging their duties as delegates to the Triangle J Council of Governments.
- 5) It is the intent of this Charter that all delegates to the Council shall have demonstrated an interest in the sound development of Region J.

ARTICLE VII

Meeting. Regular meetings of the Board of Delegates shall be held, ~~monthly~~as provided in the Bylaws to receive reports from its standing committees and to conduct necessary business. The Chair~~man~~ may cancel the regular meeting if he or she determines that there is no need for the meeting. Special meetings of the Board of Delegates may be called by the Chair~~man~~, or by any three members thereof. All meetings shall be open to the public.

At least 48 hours written notice of any meeting shall be given to all delegates of the Board of Delegates. It shall state the time, place, and purpose of the meeting, and may be sent by electronic means~~telegram~~. At least twenty-four (24) hours ~~oral~~written notice shall be given of any committee meeting to all committee members. Any member may waive notice of this requirement ~~for as to~~ himself/herself.

ARTICLE VIII

Quorum and Voting Requirements.

- 1) Except as provided in Paragraph 4 of this Article, each member governmental unit shall be entitled to one vote on all matters coming before the Board of Delegates or before any committee to which such member unit is duly appointed. All votes shall be cast by the delegates, or in his or her absence, by an alternate delegate of the member government.
- 2) The quorum shall be established in the Bylaws. The affirmative vote of a simple majority of ~~representatives~~ members present at any meeting at which a quorum is present shall be required for any action or recommendation of the Board ~~or~~ any Committee, unless this Charter or the Bylaws of the Council require a larger affirmative vote on particular matters.
- 3) Voting shall be by voice, by show of hands, or, upon the request of any three delegates, by a poll of the delegates.
- 4) At the request of any delegate present, any questions shall be determined by weighted voting. Weighted voting shall mean that each participating member local government shall have one vote for each 5,000 units of population, as determined by the most recent decennial census, and for any remaining fraction of 5,000 units within the geographical boundaries of the participating government, except that any participating government whose jurisdiction has a population of less than 5,000 shall have one vote. In the case of any weighted voting question delegates representing local governments with at least two thirds of the aggregate votes of member local governments shall be present and participating. An affirmative vote of at least two thirds of the votes cast shall be required to decide any weighted voting question.
- 5) Proxy voting is not allowed.
- 5)6) The provisions in this Article VIII apply to all committees and boards of the Council except to the extent such committee or board has adopted different measures.

ARTICLE IX

Officers of the Board of Delegates

- 1) At the first regular meeting of the Board of Delegates, and annually thereafter as provided by the Bylaws, the Board of Delegates shall elect a ~~e~~Chairman, a ~~f~~First ~~v~~Vice

~~eChairman, a sSecond vVice eChair and a sSecretary-tTreasurer, and a treasurer~~ to serve as officers for one year or until their successors have been duly elected. The Board of Delegates may also elect such additional officers as the Board of Delegates finds to be necessary in the proper performance of its duties.

- 2) The ~~eChairman~~ shall preside at all meetings of the Board of Delegates and shall conduct said meeting in an orderly and impartial manner so as to permit a free and full discussion by the membership of such matters as may be brought to the Board of Delegates. The ~~eChairman~~ shall have the same voting rights as other members.
- 3) The ~~eChairman~~ may appoint such advisory committees as he or she finds ~~to be~~ necessary or desirable.
- 4) The ~~fFirst vVice eChairman~~ shall perform all of the duties of the ~~eChairman~~ in the absence of the ~~eChairman~~, or in the event of the inability of the ~~eChairman~~ to act, and shall perform such other duties as the Board of Delegates may delegate to him or her. The Second Vice Chair shall perform all of the duties of the First Vice Chair in the absence of the First Vice Chair or in the event of the inability of the First Vice Chair to act.
- 5) All other officers elected by the Board of Delegates shall perform such duties as may be prescribed by the Board of Delegates.

ARTICLE X

Finance Matters:

- 1) On or before the 15th day of April each year, the Council shall prepare and submit to each participating governmental unit its proposed general budget for the next fiscal year.
- 2) The general budget shall set out the proportionate share of the budget to be borne by each member governmental unit by a method ~~as~~ established in the By-laws and reviewed periodically by the Board of Delegates.
- 3) A special budget providing for cooperative arrangements or coordinated action for two or more members may be adopted at the request of members participating in special functions. The share of the special budget to be borne by each participating member shall be determined by the participating members.

- 4) Upon approval of its share of each budget by a member local government, such member shall appropriate its share of the budget, and after adoption of its own budget, shall forward to the budget officer ~~his~~ share of the budget.
- 5) All local appropriations to the Council shall be made in accordance with the Local Government Budget and Fiscal Control Act, as may be appropriate.
- 6) The finance officer shall have authority to collect, deposit, and disburse funds made available to the Council from any source whatsoever, and also perform other duties as prescribed by G.-S. 159-25. Finance officers shall be bonded as required by G.-S. 159.29. All monies received for the Council shall be deposited into an official depository of the Council for the exclusive use of the Council, and shall be paid out only by check signed by the finance officer and countersigned by the Executive Director or another official designated ~~for this product~~ by the Council. ~~The countersigning officer shall countersign checks~~ Funds shall be disbursed only when they are within the amount of appropriations made according to the budget of the Council.
- 7) The Board of Delegates may designate a Council employee or, with the agreement of the governing body involved, designate one of the city or county accountants as the finance officer to perform the duties as described in the Local Government Budget and Fiscal Control Act insofar as post-budget approval of expenditures is concerned.
- 8) It shall be the duty of the Board of Delegates to require that all financial records and accounts of the Council be audited annually by a certified public accountant or by an accountant certified by the Local Government Commission as qualified to audit local governmental accounts. A copy of the annual audit shall be forwarded to each member county and municipality and to the secretary of the Local Government Commission.

ARTICLE XI

Committee Structure.

- 1) The Board of Delegates may establish an Executive Committee, other committees of the Board itself, and technical and advisory committees.
- 2) Executive Committee. The Executive Committee shall consist of ~~twelve~~two delegates, ~~two~~ from each county in the Region. The officers of the Council and the immediate past eChair shall automatically be members, and will thereby occupy that number of the two seats allotted to their county. Each county government will occupy one seat

on the committee. The other seat from each county, will be occupied by a municipal delegate from that county. The municipal delegate will be chosen by a vote of all the municipal delegates from that county unless that seat is allotted automatically assigned as provided above. If delegates from two municipalities within the same county serve as an officer and/or immediate past chair, _____ If there are more eligible delegates than available seats for those delegates to serve on the Executive Committee due to the automatic assignments provided above, then the number of Executive Committee members shall be temporarily increased to allow all eligible delegates to serve on the Executive Committee. such delegates shall decide amongst themselves who shall serve on the Executive Committee. In the event of disagreement, the remaining members of the Executive Committee shall make the selection.

- 3) Technical and Advisory Committees. The Chair~~man~~ may appoint technical or advisory committees with broadly representative membership for any of the planning studies and work elements in the Program of Work. These Committees should work directly with the Council staff and its consultants and make periodic reports to the Council. In addition to reviewing periodic progress reports, these advisory committees should directly participate in the planning process.

ARTICLE XII

Annual Report. The Council shall prepare and submit an annual written report of its activities, including a financial statement, to the participating governmental units.

ARTICLE XIII

Powers, Duties and Functions of the Council. Within the limits of funds and personnel available, the Council:

- 1) Shall have and may exercise, in accordance with its Charter and Bylaws, all of the powers which the General Assembly of North Carolina has authorized, and may hereafter from time to time authorize, this Charter to confer upon the Council, including, but not limited to, all of the specific powers enumerated in Section 160A-475 (any amendments thereto) of the General Statutes of North Carolina, which powers are incorporated herein by reference.
- 2) Shall have, and may exercise, in addition to and not in limitation of the foregoing, the following powers:

- (a) To create such committees as it deems necessary to exercise the powers granted to the Council herein in dealing with problems or problem areas that do not involve all the members of the Council. At least one delegate from each member governmental unit affected by the problem or problem area to be dealt with by the committee is entitled to be a member of that committee. Any two or more member governmental units shall have the right to have a Council committee formed to exercise the powers of the Council with reference to any problem which affects the petitioning governmental units, unless the Council shall reasonably determine that the problem or problem area in question should be assigned to an existing committee, in which case the petitioning member shall be entitled to be represented on said committee. The subject matter over which ~~may any~~ committee has jurisdiction to exercise the powers of the Council shall be specifically defined, but may be enlarged or restricted by the Council from time to time. Unless the right of a member of representation on any particular committee granted herein above is asserted, the Chair~~man~~ of the Council shall designate the membership of all committees.
- (b) To accept, receive and disburse in furtherance of the duties, purposes, powers, and functions specified in the Charter all member assessments, funds, grants, and services made available by the State of North Carolina, any other municipality or county or other governmental or quasi-governmental unit or agency, (whether or not a member of such Council) and private and civic sources. The Council may provide matching funds, grants or services, received from any source, to or from any governmental or quasi-governmental agencies established by the Council or any two or more member governmental units in furtherance of the duties, purposes, powers, and functions herein contained. None of the powers contained in this subparagraph may be exercised by any committee except with respect to ~~to~~ funds budgeted or appropriated for their use by the Council.
- (c) To meet with, consult with, and act in concert with any county or municipality, ~~or~~ any agency of the State, ~~or~~ Federal government, any civic organization, ~~or~~ any private organization ~~any other~~ in the furtherance of the purposes and objects within its jurisdiction.
- (d) To participate, as a unit of local government, in any undertaking with any other unit of local government, whether or not a member of the Council, for the joint exercise of governmental powers in accordance with the ~~pursuant to the~~ provisions of Chapter 160A, Article 20, Part 1 of the General Statutes of North Carolina (and any amendments thereto).

- (e) To contract with any person, firm or corporation for goods and/or services when same have been authorized by budget appropriations or by special resolution of the Council appropriating available funds.
- (f) To adopt Bylaws containing such rules and regulations for the conduct of its business as it may deem necessary for the proper discharge of its duties and the performance of its functions, not inconsistent with the Charter of the laws of North Carolina.
- (g) To create agencies of the Council to act for and on behalf of the Council in the planning and development of particular programs which affect the health, safety, welfare, housing, education, economic conditions or regional development of two or more member governmental units. Such agencies shall have such membership, staff, powers, duties and responsibilities as may be specified in the Council Resolutions ~~pursuant to this establishing~~ such agencies ~~is established~~, consistent with powers herein granted to the Council. Provided, however, such agency shall at all times be acting for and on behalf of, and shall be responsible to the Council. The Council may appropriate funds for the use of agency programs which it has received from any source, including member assessments, provided such appropriation is made in accordance with the Charter.
- (h) To contract with and provide services to local governmental units within Region J.
- (i) To serve as an informational clearinghouse and, as a reviewing agency with respect to Federal, State and local services or resources available to assist in the solution of problems.
- (j) To request and receive contributions of research assistance from its own agencies, private research organizations, civil foundations, institutions of higher learning, and other organizations.
- (k) To purchase, lease, rent or otherwise acquire real and personal property to the extent necessary to discharge the other powers, duties and functions set forth herein and to the extent such purchases are authorized by general or special budgets and are within the limits of funds appropriated for or provided to the Council by the participating governmental units and others for such purposes.
- (l) To act as the official reviewing agency of the participating governmental units for all programs, Federal, State, or private, requiring regional review.

It is the desire of the membership of this Council to avoid duplication of governmental functions, particularly in the planning and development of future programs in areas of governmental responsibility, and to that end this Council is created, should function, and these powers are given.

ARTICLE XIV

Amendments. Amendments to this Charter shall become effective when adopted by resolution of two-thirds (2/3rds) of the participating governmental units in the Council of Governments.

ARTICLE XV

Dissolution. The Council may be dissolved at the end of any fiscal year only (1) upon the adoption of a dissolution resolution by the governing bodies of all member governmental units, or (2) the withdrawal from the Council of all but one (1) of the member governmental units. If such dissolution is affected by resolution of all member governments, such resolutions shall specify the method of liquidating the Council's assets and liabilities. If such dissolution is occasioned by withdrawal of all but one member, the remaining governmental unit shall have the power to liquidate all assets and liabilities and it shall then distribute the net proceeds, if any, to those members who paid the latest annual assessment and in the same proportions. Any deficit shall be the responsibility of those member governments who would have received the net proceeds, and in the same proportions.

Amended: July 1, 1975
February 18, 1976
April 28, 1982
February 14, 1985
March 27, 1996
Insert Date

Triangle J Council
Charter Resolution

WHEREAS, together with the other county and municipal governmental units adopting concurrent Resolutions identical hereto, recognize that there is a need for such governmental units to consult among themselves and to act in concert with reference to regional matters affecting health, safety, welfare, education, recreation, economic conditions, regional planning or planning development; now therefore, be it

RESOLVED, that pursuant to the General Statutes of North Carolina, Chapter 160 A, Article 20, Part2, the following Triangle J Council Resolution for the establishment of a regional council of governments.

Now Therefore, be it ordained by the Board of Commissioners of the Town of Robbins, NC that the attached Triangle J Charter Resolution has been adopted.

Adopted this 14th day of June 2018

Mayor, Lonnie B. English

Town Clerk, Debbie Daggett

AN ORDINANCE AMENDING BUDGET ORDINANCE FOR FISCAL YEAR 2017-2018

WHEREAS, the budget process is one of the most important activities undertaken by a government for the public welfare with the budget process being used to make program, service, and capital decisions and allocate scarce resources to programs, services, and capita;

WHEREAS, G.S. § 159-15 allows the governing body to amend the annual budget ordinance;

WHEREAS, the budget ordinance is the legal document whereby the governing body appropriates funds and thereby gives the legal authority for expenditures of the Town as required by state law;

WHEREAS, the Town of Robbins Board of Commissioners and Town Staff have worked diligently to correct any financial reporting issues, pay any unpaid balances on outstanding debts or obligations, and ensure that the pre-audit function is working properly,

NOW THEREFORE, BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS OF THE TOWN OF ROBBINS THAT THE FOLLOWING:

Section 1. Section 6 subsection (b) of the Budget Ordinance be amended to “May transfer amounts up to \$20,000 between departments, including contingency appropriations, within the same fund. Must make an official report on such transfers at the next regular meeting of the Town Commissioners.”

Section 2. All provisions of any town ordinance or resolution in conflict with this ordinance are repealed.

Section 3. This ordinance shall become effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly adopted on this 29th day of June, 2018.

Ayes: _____

Noes: _____

Absent or Excused: _____

Lonnie B. English, Mayor

ATTEST:

Debbie Daggett, Town Clerk

Budget Work Session

5/24/18

Called to Order: Mayor English

Note taker: David Lambert

Attendees: Commissioner Phillips, Commissioner Holt, Commissioner Boswell, Commissioner Stewart, Mayor English, Town Manager David Lambert, Finance Director Kim Williams

Minutes

Agenda item: FY 18-19 Budget

Presenter: David Lambert

Discussion:

Town Manager Lambert presented a draft budget message to the Board and explained financial outlooks. Lambert explained that there are two major objections for the meeting: 1. Agreeing to put forth a budget to be presented at the budget hearing and voted upon for the FY 18-19 year at the June Board Meeting, and 2. To discussion options to account for future capital needs and to address deferred expenses.

For the presented budget:

Lambert explained that he took the guidance from the Board at the last regular Board Meeting and made additional budget cuts to reduce any burden that revenue increases might make. Costs continue to increase, and this is compounded by deferred maintain and capital expenses while revenues have been reduced. Lambert explained that the budget presented to the Board eliminates two FTE positions from the DMV and Public Services Department and replaces them with part-time positions. This would mean existing employees would shift duties to fill in any gaps. The budget also proposes a reduction in the economic development fund and does not fund the goal of the board to fully revise the Town of Robbins Ordinances and Unified Development Code. This budget reduces our contribution for Harvest Fest and realizes overall decreases in the following departments, streets, administration, DMV, cemetery. The budget matches the funding that the Town spent for the Fire Department last fiscal year but represents an overall decrease in the percentage match we provide with the county, but does move forward to help meet fire staffing goals.

This budget implements a vehicle fee under G.S. 20-97 and proposes a two cent tax increase. The Tax increase will correct the overestimation of vehicle fee errors of the past. This budget also provides for a \$10 Vehicle Fee. This is a new fee, but it is authorized by statute. Carthage currently is the only Moore County municipality that uses this revenue source. Vehicle Fees would be paid by anyone who has a vehicle in Robbins. The Enterprise Fund base rates will remain the same. Usage rates will see an annual upward adjustment. However, with these revenue increases, increase in costs, and cuts to the town budget this still requires around \$7,000 to be covered from savings to cover recurring operating expenses and to balance the budget.

The Board discussed the fund balance. Lambert explained that we are required to keep 8% but the School of Government recommends towns the size of Robbins to have a fund balance much larger. Lambert pointed out that if we fully funded our deferred maintenance our fund balance would be gone in two years.

There was some discussion about Fire Department funding. The county fire commission has a fire tax for all unincorporated areas and towns contribute based on their taxes. The commission has a formula where towns are to contribute to their fire departments based on call volume and geographic service area. Robbins "should" be funding a match of around 20%, but last year Robbins funded around 13%. This year projections are closer to 11%. This formula also dictates staffing levels, truck replacement schedules, and a number of other factors. It is difficult for the town to meet this match. If we were fully fund the fire department, based on Moore County's formula we would require a 10.5 cent tax increase. At this point the funding formula isn't even funded at 100% by the county, so these costs will continue to increase.

There was also some discussion and debate about how tax rates effect homeowners. Lambert presented documentation from the Moore County Tax Office that at the current combined tax rate (County, Robbins, and ALS) a home valued at

\$58,000 (average home value in Robbins) would pay \$650.08 in taxes. If the tax rate was increased one cent it would amount to \$5.84 increase. Commissioners argued that the motor vehicle fee would be paid by everyone and not just property owners.

The Board discussed additional cuts, including DMV (and the possibility of giving that contract a way to a local business), and elimination of Board stipends. There was some discussion of commissioners only getting paid if you attended the meetings. Commissioner Holt expressed reluctance to vote in favor of any tax increase, but acknowledges the challenges in the budget. Concerns were expressed about the size of the police budget. Lambert explained that this was routinely one of the highest expenses for municipalities and that if we wanted to add value of service, we would have to fund them. For the County to contract with Robbins to provide coverage we could likely see an increase in charges because the county has higher funding rates and more police resource services than Robbins has.

Lambert went over future capital funding needs. There are numerous projects and capital maintenance and replacement needs that have not been funded over 10 years. Lambert gave an example of a waste water treatment plant digester. Around 10 years ago the digester failed. The Chief Operator got a quote for around \$13,000 to repair the digester, but was unable to get the funds to make the repairs. A couple of years ago the quote increased to \$30,000 because of additional corrosion. Lambert opined that there appeared to be a pattern of partially funding capital needs and when the pre-auditing process prevented overages from being spent the project would not be funded thereby not eliminating the need and causing the money to be spent on other things. Lambert also noted that there have been no comprehensive plan addressing capital needs across departments over the last few years. Lambert presented a preliminary timeline of expected capital expenses. We see annual capital needs exceeding \$200,000 per year for the foreseeable future. The fund balance can not cover these expenses. Lambert assured the Board that he was going to find creative ways to meet needs and provide savings.

Commissioner Phillips suggested a one cent increase instead of a two cent increase. There was discussion that this would mean that we would increase fund balance appropriation for operational expenses to \$15,000. The Board did not like this option. Commissioner Bradshaw expressed concern that the current revenues would not meet all the needs of Robbins and that we need to continue to explore these options.

Conclusions:

Enter conclusions here.

Action items

Person responsible

Deadline

Board will hear Lambert's presented budget at the hearing with no changes.

Nothing was done to address immediate and long term capital needs.



WILLIAM R. HUNEYCUTT

CERTIFIED PUBLIC ACCOUNTANT PLLC

216 West North Street
Albemarle, NC 28001
Phone: (704) 983-5012
Fax: (704) 983-5109

379 South Cox Street
Asheboro, NC 27203
Phone: (336) 626-9970
Fax: (336) 626-5981

May 19, 2018

Mr. Lonnie English, Mayor and
Town Council of the Town of Robbins
P.O. Box 296
Robbins, N.C. 27325

This letter is to give notice to the Town Council of the Town of Robbins that the firm of Maxton C. McDowell, CPA will be selling its practice to William R. Huneycutt, CPA, PLLC as of July 1, 2018. The firm of Maxton C. McDowell, CPA withdraws from the contract to audit the Town of Robbins for the year ended June 30, 2018 and affirms that no amounts are owed to the firm for any work in progress. The firm of William R. Huneycutt, CPA, PLLC will honor the existing contract with Maxton C. McDowell, CPA to audit the Town of Robbins for the year ended June 30, 2018 in the amount of \$19,000. All parties by signing below accept this amendment to the audit contract for the year ended June 30, 2018.

Maxton C. McDowell
Maxton C. McDowell

Date 5/21/18

William R. Huneycutt
William R. Huneycutt

Date 5/22/18

Lonnie English, Mayor

Date _____

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

Kim Williams, Finance Officer

Date _____

Resolution to Amend 2018 Audit Contract

Whereas, The Town of Robbins entered into a contract with the firm of Maxton C. McDowell, CPA on May 10, 2018 to perform our 2018 audit.

Whereas, we received a letter stating that Maxton C. McDowell will be selling its practice to William R Huneycutt, CPA, PLLC as of July 1, 2018.

Whereas, the practice of William R. Huneycutt, CPA, PLLC has agreed to honor the existing contract with Maxton C. McDowell, CPA, PLLC for the year end June 30, 2018.

Now Therefore, be it resolved that The Town of Robbins Audit Contract has been amended to reflect the CPA Firm William R. Huneycutt.

Adopted this 14th day of June.

Mayor, Lonnie B. English

Town Clerk, Debbie Daggett

1 **Town of Robbins Board of Commissioners Regular Board Meeting**

2 **Thursday, May 10, 2017 at 6:00 PM**

3 **Location: 101 N. Middleton Street**

4
5 **Call to Order** by Mayor Lonnie B. English at 6:00 PM. In attendance: Mayor, Lonnie B English,
6 Commissioners: Brandon Phillips, Kevin Stewart, Terri Holt, and Joey Boswell. Town Manager, David
7 Lambert; Finance Director, Kim Williams; Town Attorney, TC Morphis, Police Chief, Rob Tew; and Town
8 Clerk, Debbie Daggett.

9 **Invocation Mayor**, Lonnie B English

10 **Pledge of Allegiance** Lonnie B English

11 **Approval of Agenda** Mayor English amended the agenda to add a Resolution to allow Town
12 Manager to initiate negotiations for the Wooten Company under New Business, and to add a
13 Closed Session. Commissioner Stewart made the motion to approve the agenda with changes. All
14 approved.

15 **Consent Agenda** Commissioner Holt made the motion to approve the Consent Agenda. All approved.

16 **Recognitions** Teacher of the Month- Kim Morris. Ms. Morris was unable to attend the BOC Meeting due
17 to a Moore County retirement dinner. We honored her with a certificate, flowers, and a few gift cards.

18 **Old Business** Cemetery Ordinance Update – Commissioner Boswell made the motion to approve the
19 changes to the Cemetery Ordinance. All approved.

20 **New Business** Audit Contract Approval – Commissioner Phillips made the motion for approval of the Audit
21 Contract from Maxton McDowell. All approved.

22 **Managers’ Report** - David Lambert

23 **Hub Zone** – we have received special classification as a Hub Zone until 2026. We fought hard for this. It is
24 due to Hurricane Matthew and will cover our census tract.

25 **Opportunity Zone** – Robbins has been classified as an Opportunity Zone and we’re waiting for ratification.
26 This could be very beneficial to Robbins.

27 **Born Learning Trail** – Robbins has created a Born Learning Trail at Milliken Park and it is being completed.
28 This will include activities for children.

29 **Greenspace Stage** - Manager Lambert met with the Contractor and all those involved. Stage should be
30 completed by July 1, 2018.

31 **Game Room** – Manager Lambert told the BOC that a new Game Room is opening where the old one closed
32 about two months ago. He was unable to approve her to open today. There are a couple of items that
33 need to be taken care of, and Manager Lambert called Moore County due to some alterations that have
34 been made. There was some discussion regarding the lack of success of Game Rooms in Robbins. The
35 previous one closed, due to lack of interest. Commissioner Boswell stated that we would be doing them

36 a favor by letting them know their Game Room will not be successful in Robbins. Manager Lambert shared
37 that he did tell her that the other game rooms have not been successful. Manager Lambert also made the
38 BOC aware of an additional Game Room, Fun N Fish, that is going before the Planning Board on May 17th.
39 This one will be next to Dominos on Hwy 24-27. Manager Lambert continued that he has talked with Fun
40 N Fish about the lack of interest in Robbins. Manager Lambert said he believes that the Game Room on
41 Hwy 705 had to be allowed since the Land Use, while approved for a different Game Room, is good for
42 two years; if it is the same type of business. Since we have no ordinances disallowing Game Rooms at this
43 time, both applications must be considered. Manager Lambert asked Town Attorney Morphis if he was
44 correct. Attorney Morphis was checking into this. This concluded Manager Lambert's report and he
45 opened it for questions. There were none.

46 **Code Enforcement** – Brandon Emory

47 **Old School House** – Emory reached out to the owner again, and since the BOC has allowed Emory to
48 move forward with demolition and penalties. The owner has rekindled the conversations he was having
49 with Emory. The owner is talking to another contactor, the same contractor that is working on our Theater.
50 They are getting quotes for repairs and some demolition.

51 **Feed Bin & Office** – The structure is completely down. Hay is down on the property.

52 **Repeat Offender Ordinance** – Brandon has been speaking with Town Attorney, Morphis about creating
53 an Ordinance for repeat offenders. TC suggested a penalty matrix that would look at certain factors and
54 allow us to charge \$50-200 a day. Morphis advised there is no statutory limit, but we do need to make
55 sure the fee is defensible in court. Emory was asked if this is something the BOC was interested in
56 pursuing. Morphis shared that he has done this Ordinance for Aberdeen so there is experience with how
57 this will work. All the Commissioners were OK with pursuing this ordinance. Emory gave us an example of
58 an issue he was called into at 624 Forrest Dr. The complaint was from a neighbor for a noxious odor. When
59 Emory arrived, he talked with the neighbor. He could already smell the odor from 624 Forrest Dr. They
60 had a dog tethered, and there was a lot of dog feces on the property. An entire brown paper trash bag of
61 feces was picked up while Emory was there. Emory advised it did get heated between the neighbors, and
62 Emory let the people at 624 Forest know that there were other complainants as well. In hopes of avoiding
63 further arguments or retaliation.

64 **Chicken Complaints** – Emory said there have been many chicken complaints this Spring. People are not
65 keeping them cooped up and they are running loose on people's property. Code 93.13 states keeping of
66 fowl is prohibited. Emory said he remembers last year they thought about modifying the ordinance, and
67 he needed direction from the BOC. He also needed direction regarding the birds. What do we do with
68 them? Did we want to update Animal Control as a whole? Did we want to address tethered dogs? Do we
69 want to allow chickens for those who keep them properly? There was discussion on how and who would
70 enforce this. Manager Lambert shared that we currently are inline with the county and that is why the
71 county enforces within our town limits. BOC agreed that dogs should not be tethered, however we have
72 been waiting a year for Moore County to pass a tethered animal ordinance. Attorney Morphis stated that
73 the Town could pass its own tethered ordinance, and we could check with the County to make sure they
74 were OK with it. There was an Ordinance that went to the Planning Board several years ago, but nothing
75 more was ever done with that. If we do a tethering ordinance the BOC would like to invite someone from
76 Unchain Moore Dogs. They will help property owners with a fence to keep the dog off the tether. They
77 would also like us to notify people to let them know when we will start enforcing this ordinance. Currently

78 Moore County has no tethering ordinance, so by taking this on, we would be responsible to enforce.
79 Regarding the chickens: BOC is fine with people having chickens. They do need to be fenced in or in a
80 coup. There should also be rules limiting the amount of chickens based on the size of the property. Since
81 this has been to the Planning Board previously, there is no need to bring it to them again. Police Chief Tew
82 stressed that we research and have a plan to enforce prior to making changes. Manager Lambert said he
83 would check with Moore County and give additional information next month. Commissioner Holt asked
84 how we can keep track of fees for fines citizens received. Manager Lambert shared that we would need
85 software to track these fines and fees collected, and that we were looking at a minimum of \$5000.

86 **New Business**

87 **Resolution Accepting Wooten Company for Engineering Services** - Commissioner Boswell made the
88 motion to approve the Resolution Accepting the Town Managers Recommendation to Initiate
89 Negotiations with the Wooten Company for Engineering Services. All approved.

90 **Discussion and Possible Action**

91 **Conditional Zoning** – Manager Lambert shared that there are several properties that the town would like
92 to redevelop. One such property is the old Mill Site. Currently we are under PUD – Planned Unit
93 Development. There are currently no standards to what this means. It also requires development on a 25-
94 acre lot. Manager Lambert continued that we would probably want to reduce lot size to encourage
95 development. With conditional zoning we can look at developers on a case by case basis. This would allow
96 us to be flexible and to look at all the specifics each developer would need for each piece of property.
97 Attorney Morphis continued since we do not have a specific project in mind, it doesn't make sense to
98 write standards at this point. If we write them, we would probably just need to amend them later.
99 Attorney Morphis continued that people have interest in doing development in Robbins, and he agreed
100 with David that we have no standards under PUD. We can write standards, but once we do, if a plan does
101 not fall within the standards we will need to amend them. Conditional Zoning gives freedom to developers
102 and to the Town. It is a legislative zoning Action. We are changing the zoning map, but we can add
103 whatever conditions we would like. In Conditional Zoning the property owner and the town must agree
104 on the conditions. If the two cannot agree, then it can be denied. This still allows us all the legal protections
105 of regular zoning. Commissioner Boswell said this is a good resource for the town and it motivates people.
106 Attorney Morphis shared that under General Zoning, the BOC can rezone any property they want. With
107 Conditional Zoning, the property owner would need to agree to the rezoning. Both sides must agree.
108 Commissioner Boswell said that when people find out we are a Hub Zone; Conditional Zoning will be
109 helpful. There was agreement that Conditional Zoning could be beneficial to both the Town and
110 developers. Attorney Morphis said a vote was not necessary. He wanted direction from the BOC and will
111 work toward drafting an ordinance to adopt Conditional Zoning.

112 **Budget Options/Work Session**

113 Manager Lambert needs guidance from the BOC. The audit had a finding that we are not generating the
114 revenue needed, and the LGC has been notified regarding this finding. Manager Lambert continued that
115 we raised the water and sewer rates last year by 20 %, but they needed to be raised 60% to cover the
116 debts we have. Manager Lambert continued that he needs to present the BOC with a balanced budget,
117 but if that included a tax increase, would the BOC support that? Commissioner Boswell said he would
118 support it. Commissioner Holt was adamant that she would not support it. Commissioner Holt said Moore
119 County is increasing taxes, and asked Finance Director Williams what will be left in the current budget at

120 the end of the year. Commissioner Boswell interjected that this is not what the LGC is talking about.
121 Williams said the problem is we are having to go into the fund balance. Manager Lambert passed out
122 some graphs and we are currently 100K in the hole. Commissioner Boswell said eventually we will have
123 to raise taxes or the LGC will come in. Commissioner Holt said that has been talked about for nine years,
124 and it has not happened yet. Manager Lambert said it was officially noted this time in our audit and
125 requested time to explain his graphs/chart. Lambert went over the General Fund, and a copy of the chart
126 is included in these minutes. Manager Lambert point to years 2013-2014 on the chart and the number in
127 yellow. 2014 was when we began collecting property tax for vehicles at the DMV. They put every vehicle
128 in Robbins because it was the highest tax rate. That increased our revenue for two years but has steadily
129 decreased ever since and will continue to do so. Local Action Sales Tax has increased some, but we also
130 know that they are taking money from our Sales Tax and giving it to Tier 2 Towns. The last property tax
131 decrease was in 2016-2017 and at that time we didn't have the best information. Commissioner Boswell
132 shared the reason we have gotten away with the LGC not coming in is because the numbers have been
133 reported inaccurately. If the number had been reported correctly the LGC would have stepped in three
134 years ago. Commissioner Boswell stressed that we are going to have to do something or we won't have a
135 choice. Manager Lambert continued that the taxes were lowered in 2016/2017 with the assumption that
136 the DMV property tax would continue as the same rate as it did in 2014-2015. This was an incorrect
137 assumption since in 2016 it decreased dramatically. There was also a reevaluation and property values
138 decreased and the Town lost a lot of money. Commissioner Boswell shared that he would rather control
139 of the increases than to have the LGC make those decisions. Mayor English shared that if we get all these
140 businesses in here, it may go the other way. Commissioner Phillips asked for the ballpark increase figure.
141 Manager Lambert said he want to share a new revenue option with them, but he wanted them to know
142 that when we increase taxes that one penny represents a \$5000 increase for the town. To put in
143 perspective if we raised taxes one penny that means the Town of Robbins would receive \$5000 for the
144 entire year. This does not even pay the entire water plant bill for one month. Commissioner Holt asked
145 what this means and attorney Morphis said that every penny we raise the tax rate the town gets an
146 increase of \$5000. Commissioner Holt continued does that mean if we had an extra \$5000 would we not
147 have to raise taxes. Manager Lambert said no. We would need an additional \$20,000 which represents a
148 four-cent tax increase. Commissioner Holt expressed her opinion that \$20,000 really isn't that much, and
149 we might recoup that with potential businesses and housing coming in if we could wait a year or two to
150 raise taxes. Manager Lambert said we will have to do something and wanted the BOC to understand that
151 this is not reckless spending. This is due to revenue projections being too high, and in 2016 nationwide
152 the cost of repairs and maintenance went up 30%. Commissioner Holt said that increase would not affect
153 the General Fund. Manager Lambert said the General Fund includes vehicles, software etc. All these things
154 went up 30%. Commissioner Boswell had to excuse himself from the meeting, and repeated that he
155 supported a tax increase, and said that it is time we do some correcting of the budget. Manager Lambert
156 continued that he did not want to raise taxes, but really does not have a choice. Evaluation of all property
157 in Robbins is 59,516,000. If you compare that with Carthage 238,000,000, Pine Bluff 109,000,000, Taylor
158 Town 113,000,000 which is almost double of our property evaluation. It goes by the land value. So, in
159 these towns where the values are higher they are getting much more per one cent of taxes than we are.
160 If we're getting \$5,000 per penny they could be getting \$20,000 per penny. Commissioner Stewart asked
161 when the next reevaluation will be, and Manager Lambert said in two years. Manager Lambert continued
162 that at that reevaluation it would be an appropriate time to look at our tax rate and possibly bring it down.
163 Commissioner Holt said she has been told for years that the tax rate was high because of a lack of industry.

164 Several years ago, we had industry and it was still high. Commissioner Holt wondered where all the money
165 went. Commissioner Holt is also concerned that the County tax bill is going up, and that will cost Robbins
166 residents more as well. Commissioner Holt is concerned that residents can already not afford what they
167 are paying, and if we raise taxes again her opinion is it is too much. She continued we have future revenues
168 coming in and specifically mentioned Minhas and the potential developer Commissioner Boswell has been
169 talking to. Manager Lambert reminded the BOC that Minhas has a 90% tax incentive this year and 80%
170 next year. Commissioner Holt believes it will be hard to attract businesses to Robbins with the highest tax
171 rate and water rate. Mayor English said Sanford has twenty times more business than we have, and their
172 tax rate is 79 cents. Mayor English continued Scotland County has a \$1.02 tax rate. Manager Lambert said,
173 again, that he does not want to raise them, but unfortunately, they were lowered when we did not have
174 accurate information. Commissioner Holt was concerned since she was told previously that the
175 information they were give is correct. Manager Lambert said he knows the information they were given
176 was incorrect because when the taxes were lowered in 2013 the Town went into the hole over \$200,000
177 dollars. Manager Lambert said what you do not see in the chart is the cost of doing business, missed
178 opportunities, and cuts that have already been made. Commissioner Holt believes with new businesses
179 that have come to town that we may begin to see a gradual increase from taxes they pay, and if we could
180 attract people to Robbins that would be very helpful. She continued that having the highest tax and water
181 rates will not attract people. Manager Lambert stated that the population in Robbins has been stagnant
182 for years. Commissioner Phillips asked if additional cuts could be made. Manager Lambert said we can cut
183 things, but that will not change all the unfunded Capital needs that will need to be addressed. Manager
184 Lambert continued that cuts would affect critical services. There are roads that need repair, police vehicles
185 need to be replaced, fire Department funds come from our General Fund, and we never make the required
186 amount. We have deteriorated infrastructure that needs to be fixed. It does not matter how many people
187 live here. The cost to repair is the same regardless. It just hurts less in a larger town. Manager Lambert
188 directed them to the Cemetery. It is .05% of our budget at \$700. He cut this, so he could use the money
189 elsewhere if needed. The plan was to purchase trees to create a border from a house that has chickens,
190 dogs, and vehicles parked close by. We won't be taking this project on. Manager Lambert continued that
191 he gets calls from the BOC and others suggesting things that need to be fixed, and these things add up.
192 He will not be able to consider these requests going forward. Our Police Department is at bare bones. We
193 lean on the Sheriff Department a lot. We don't make our required contribution to the Fire Department
194 retirement fund. To make the full contribution instead of a 4 cent increase it would be at least a 10-cent
195 increase. Commissioner Holt said if we are a defunct small town why don't we become unincorporated?
196 Mayor English shared that we could do that, but we will still need to get water to these people. If the State
197 comes in and raises taxes 60% that is what will happen, and people can either pay that or move. Mayor
198 English thinks maybe we should let the State come in. This way it would be up to the State what happens
199 in Robbins. Manager Lambert said he thought the State would want to work with us as best they can.
200 Mayor English agreed, but continued that the Waste Water Treatment plant is just like the Police
201 Department. All the equipment is old and antiquated. Nothing is up to date, and this all comes from years
202 of unplanning. Mayor English asked, do you want our town to fall, or do you want our town to grow?
203 Commissioner Phillips said our town is not going to grow having the highest tax rate. Everyone agreed
204 that we do have the highest tax rate, and Mayor English continued much of this was due to lack of planning
205 for decades. Mayor English continued that Manager Lambert is the only one who has worked on planning
206 and that he feels he does an excellent job. Mayor English continued that no one comes to him and
207 complains about taxes or water. They come to complain about all the junk that is in Robbins. Manager

208 Lambert said that we are the highest tax rate in Moore County. Even so it is cheaper to live in Robbins
209 than any of the surrounding communities in Moore, Randolph, and Montgomery Counties. Manager
210 Lambert said every single Municipality since 2008 has gone up on their taxes. They have done so because
211 of rising costs. We are the only municipality that has gone down in taxes, and Manager Lambert feels it is
212 his responsibility to share this with the BOC. Manager Lambert continued that he will do whatever the
213 BOC asks of him. Manager Lambert continued he will put together a budget and there will be tough
214 decisions that have to be made, and he will make them. He wants to be clear and honest with the BOC
215 that costs have increased and the fact that we have not been able to pay our costs for several years is
216 partly due to tax decreases have been based on sheer desire to reduce taxes to make Robbins more
217 appealing. It has not been a fiscal decision. It has been a policy decision. Commissioner Holt said the other
218 towns could afford to raise taxes because they were at much lower rate. One town was at 50 cents and
219 the others were at 40 cents. This is her recollection. We are at 62 cents so on paper we do not look good.
220 Commissioner Stewart asked about the CD's the town has, and that they have been told we have too
221 much in savings and to drain them down. Manager Lambert was confused by this and asked if they were
222 talking about the percentage of the fund balance to the operating balance. Manager Lambert continued
223 that we do have more than the minimum required but this is deceiving. Manager Lambert said the CD's
224 are included in these numbers. If we have a big project/repair, we will have to cash in one of the CD's and
225 once that money is spent from the fund balance it is gone. Commissioner Holt asked about the money
226 that is left over at the end of the year. She continued that, that money is rolled back into the fund balance.
227 Why don't we take that money and put it in a tax fund? Commissioner Stewart said he thought that was
228 the purpose of our capital outlays. Mayor English said we do not have any capital outlays. Commissioner
229 Stewart said we are supposed to have them. Manager Lambert said each department has capital outlays
230 for more than \$5000 and less than \$5000. Commissioner Stewart asked if it was earmarked or do
231 departments heads just burn it. Manager Lambert said it is earmarked, but in the last ten years there have
232 only been five years that any money was left. Finance Director Williams said they have had to move money
233 to different line items where expenses have gone up. Manager Lambert said this is why we have budget
234 amendments and that we will have one next month. If they are expenditures that go over. Money cannot
235 be spent unless it is approved. Commissioner Stewart asked if a department head could set aside \$5000
236 for an expenditure he knew as coming up. Manager Lambert said this would be a reserve fund. Manager
237 Lambert said that in our Fund balance there are designated and undesignated expenditures. The
238 undesignated can be spent on anything. An example of a designated expenditure is the Fire Dept. reserve
239 fund. There is \$30,000 in it and it has been designated to pay back a loan payment. Currently we don't
240 have designated funds elsewhere. In the operating budget there is money for expenditures for more than
241 \$5,000 and less than \$5,000. If it is not used it goes back into the fund balance. Manager Lambert does
242 not think it would be good to have a lot of reserve accounts. He would like to have on Capital Plan account
243 that they would use and spend wisely. Manager Lambert continued that we have never had accounts like
244 this and that it will require planning to develop. He continued that this is a separate issue from tax rate
245 discussions. Commissioner Holt asked about the Powell Bill. She said we still have \$81,000 left in it. Are
246 we going to use it on what it is designated for, the street dept. She asked are we going to use it this year?
247 We have tons of street that need to be repaired. Manager Lambert said that we do two streets to repave
248 and then patch the rest. The following year we will not repave and hold onto the funds, so they will
249 accumulate. Manager Lambert asked the BOC a question regarding the Powell Bill. Did they want to patch
250 this year and hold onto the money one more year to tackle the railroad repair. That repair will take up an
251 entire year of budgeted funds. Commissioner Holt asked why we must pay for all of it since it is not our

252 railroad. Manager Lambert said it is our road. Mayor English asked if they will let us put asphalt over the
253 track. Manager Lambert said they will not. They will put a sign up on each end of the road so no one can
254 travel on the road. The railroad wants to eliminate the crossing. They will not help with the paving. If we
255 want any assistance, then we need to close the crossing. Manager Lambert said he was not closing
256 Rockingham Street and the BOC agreed. Commissioner Phillips asked what was needed tonight since we
257 keep going over the same thing. Manager Lambert proposed a 4-cent tax increase. Commissioner's Holt,
258 Phillips, and Stewart could not agree to that. Manager Lambert stated that we need to pass a budget by
259 July 1, and we will have to cut from departments. Did they know what departments they wanted to cut.
260 We cannot cut from the Fire Department. Our Street Dept. is operating with 4 people. Commissioner Holt
261 asked about the Landscaping concern that has been hired recently to handle the mowing at the Cemetery
262 and the Greenspace. Manager Lambert said that fell through, and now it will fall back on the Street
263 Department. The Police Department has been moved into our building and Rob's office is downstairs. We
264 are buying desks at garage sales. Manager Lambert continued that he must present a balanced budget at
265 the next meeting and to do so, he will be making cuts. He feels we will lose momentum, but he will do
266 what the BOC wants. Manager Lambert discussed an additional revenue idea. The Town of Carthage
267 charges a \$5 fee to anyone who owns, registers, and insures a vehicle. If we did this, it would be an
268 additional \$8,000 for the Town. The Commissioners felt this would be a little fairer. Commissioner Stewart
269 asked about scheduling a work session. Commissioner Holt felt the residents were not receiving any
270 services for the taxes they pay. Manager Lambert did not agree. He felt the Town did offer good services
271 to the citizens. A work session was scheduled for May 24th at 6:00 PM.

272 **Closed Session**

273 Mayor English made the motion to go into Closed Session.

274 Commissioner Stewart made the motion to end the Closed Session.

275 **Adjourn**

276 Commissioner Holt made the motion to come back into Open Session.

277 Commissioner Phillips made the motion to Adjourn.

278

279

280

281 *Minutes Taken by Debbie Daggett*

282 *Approved June 14, 2018*

283

284

285

286

Mayor, Lonnie English

287

288

289

290

Town Clerk, Debbie Daggett

REPORTS

MH - Minimum Housing / **OL** - Overgrown Lot / **JV** - Junk Vehicle / **JP** - Junk Pile / **AWG** - Abandoned White Goods / **AC** - Animal Control / **ZV** - Zoning Violation / **Open Red** - Open Active Case / **Open Yellow** - Open Inactive Case / **Abated Green** - Case Closed & Cleared / **Unfounded Blue** - No Violation Found, Case Closed / **NOV** - Notice of Violation / **NOH** - Notice of Hearing / **FOF** - Finding of Fact

OCA		ADDRESS	VIOLATIONS	STATUS
19	201508019	143 Currie-Baptist St	MH/OL	OPEN
<p>1/21/16 - I met with Terry Garr in reference to interest in this lot for Habitat for Humanity. She advised that she would be interest and I advised her that I would be following up with a Minimum Housing investigation and keep her updated. 1/26/16 - The NOV has been prepared and sent. Unable to post on the property due to safety hazards. 2/2/16 - Per Town Manager, Code Enforcement will halt investigation until further notice. 4/4/17 - I re-inspected the property and no changes have been made. I will be preparing a new NOV since so long has passed and I will be moving forward with this case. 5/4/17 - NOV has been prepared & sent. Unable to post due to condition of property & structure. 6/8/17 - Final NOV/NOH has been prepared & sent. Unable to post due to conditions of property & structure. Hearing date set for 6/27/17. 6/27/17 - Hearing was held, but the owner was not present. I will be preparing the FOF. 8/1/17 - I conducted a re-inspection and found still nothing has been done to the property. I prepared & sent the FOF. I was unable to post the property due to safety issues with the property & structure. The next step will be preparing an Ordinance. 9/7/17 - No changes have occurred to the property since issuing the Order. I will prepare an Ordinance for the board for the October meeting. 10/3/17 - The Ordinance has been prepared and sent to the Town Attorney for review. 10/4/17 - I was informed to put a hold on the Ordinance until the Town Attorney is able to understand the Deed of Trust that has been put on the property. 10/26/17 - I am still waiting on the information from the Attorney's office reference the Deed of Trust. 1/11/18 - I followed up with the Town Attorney today and the Ordinance will be going before the Board for a vote this evening. There was previously a Deed of Trust on the property from a bankruptcy, but that has been removed and the current owner stands. 1/16/18 - I prepared/sent penalty Notice for property. I was unable to post the property due to conditions at the site. 1/23/18 - I filed the Ordinance & the Penalty Letter with the Register of Deeds in Moore County.</p>				
21	201508021	250 E Hemp St	JV/JP/AWG	OPEN
<p>1/19/16 - I followed up with the owner in reference to the Town allowing more time as long as progress was maintained. He advised that he was out of commission for a while due to having a hip replacement surgery earlier in the month. He stated that his son had met with the company that is cleaning up the Mill Site and he is waiting on them to contact him back with an estimate of cost for demolition & cleanup. 2/4/16 - I spoke with the owner today and he advised that he is currently working with G on the property and is waiting for G to let him know when an appointment is scheduled to inspect the property and provide an estimate of cost for demo. 2/23/16 - I've spoken with Mr. Key numerous times and am awaiting progress. He advised he would be having a meeting soon with B&B 3/3/16 - a meeting scheduled with Randy, Jeff, B&B & myself today, but was rescheduled due to Mike from B&B was snowed in and unable to leave from where he was at. Meeting reset for the following Tuesday at 10am. 4/7/16 - Several meetings were set during the month of March, but the rep from B&B was unable to show. They were finally able to meet and the property owner is now awaiting a quote from B&B for the work to be done. No ETA was provided to the owner. 4/8/16 - I was contacted by Randy Key who stated that he had forgotten during our previous conversation that during his meeting with B&B and "G", he thought he was told to wait for a grant, but he was unsure. I informed him that I would reach out to "G" and would let him know.</p>				

4/11/16 - I spoke with "G" who advised that his advice to Randy Key would be to ensure the building was closed and to make the necessary cosmetic repairs so that the property looked better, but would encourage him to wait for the demolition because a grant that they are applying for could help with the cost dramatically. 4/12/16 - I spoke with Randy and informed him of the updates. 4/20/16 - I spoke with Randy and requested an update on the potential sale. He advised at this time, he had not heard back. I plan to follow up at a later date. 5/9/16 - All, but one vehicle has been removed from the property. I also spoke with Randy today and he advised that he met with a different person from B&B who was conducting inspections on the building to provide an estimate of cost for demo. At this time, he has not heard a price. 6/3/16 - As of today's date, I have not been able to make contact with Mr. Key for an update on the property. The grant was not given and all cost will be paid by the owner. The owner is in the process of selling another property (also in violation) and after the sale of that property, he plans to address abatement of this property. 8/2/16 - Prepared Ordinance & packet and sent it to TC's for his review per his request. 8/30/16 - The Ordinance was not able to be reviewed & was not voted on. I resubmitted it to TC and it should be up for vote in September meeting. 9/8/16 - The ordinance review has been completed and it will be presented to the board at tonight's meeting. 10/4/16 - I have yet to get the signed Ordinance, as a result, penalties have not been imposed and it has not been recorded with Moore Co Register of Deeds. I have requested the document several times, I plan on ensuring the document is signed at the next meeting. 10/13/16 - I received the signed Ordinance and filed it and the penalty letter with the Moore Co Register of deeds. The penalty starts on today's date (10/13/16). 2/28/17 - I spoke with the new owner of the property and we talked at length about what he needed to do to bring the violations into compliance. He advised his goal was to turn the building into an auction house and that he would be restoring the structure. He stated that he would start work from the outside in so that the building would look as nice as it could as quickly as possible. The penalty is still accruing and he advised that is in deal to purchase the property. he agreed to assume responsibility for all of the accrued penalty.

3/23/17 - I met with the new property owner and conducted a walk through of the building. There is significant damage in the wings with the roof collapsed on both side. There is also a lot of water damage throughout. I will be meeting with the County Building Inspector on 4/11 to re-inspect and give my final decision. 4/11/17 - The county building inspector inspected the building and advised that all work must stop and before any further work could start, an engineer would need to do a structural analysis, an architect would need to do a seal set of plans and permits would have to be issued by the county. I spoke with the owner who advised that he is leaning toward demolition at this point. 5/4/17 - I met with the new owner and his associates in April to speak further about the building. I spoke again with him on today's date and he advised an engineer is scheduled to inspect the structure by mid month and the owner will have a decision with a plan of action & timeline of completion by the June meeting. 6/1/17 - I've not heard any further. I called & left a message and am awaiting a call back. 6/5/17 - I spoke with the new owner who advised that he's had a family issue arise that was the reason I could not reach him prior. He then that they had the engineer conduct an inspection and then approximately ten days later, the firm contacted them and advised they were not interested in the project. They are now scheduling another firm to inspect, but have no further information to provide at this time since the original firm did not work out. 7/3/17 - I have not been contacted with any updates by the property owner at this time. I will be following up with him and providing an update at the meeting. 7/13/17 - I met with the property owner today and inspected the property again. There has been cleanup conducted inside where some of the items stored have been removed. They advised they are waiting on Neil Smith Engineering to set up a time to come out and inspect. They also plan to try and make the front of the building looking better before Farmer's Day. 8/1/17 - I met with the property owner and he advised that the engineer conducted a building inspection on 07/20/17. He advised that he is awaiting the report from the engineering company and as soon as he receives it, he will let me know. 9/7/17 - After speaking with the owner today, he advised that he has still not heard anything from the engineering firm. I spoke with Neil Smith (engineer) myself and he advised that in fact he had not completed the report, but would have something by next week. 9/26/17 - I followed up with the property owner, he advised that he has still not received a report from the engineer. I attempted to contact the engineer, but was unable to. 9/28/17 - I called the engineer again and left a message, but have yet to hear back from him with an update. At this point, the penalty it still accruing daily. 10/10/17 - I spoke with the father of the property owner who advised still nothing from engineer and they may be moving forward with a third engineer. 10/24/17 - I spoke with the owner & he advised no report has been received to date. 11/9/17 - I spoke again with the owner who advised he has still not received a report and they are in the process of finding a third engineer. He stated that he would contact me when a decision has been made. 12/7/17 - The owner stated via text that there were no updates to date. I then called the owner, but got his voicemail. I texted him back requesting that he call me. Upon him returning my call, I informed him of the situation and that a decision needed to be made. He advised that between the holidays, other work & him getting burned out on the building, nothing further has occurred, I informed him that I understood, but nothing being completed was unacceptable and that any potential favor in reference to the penalty is greatly reduced by time and lack of progress. He stated that after Christmas, he would inform me of the decisions made for the property. The penalty is still accruing daily. 1/5/18 - No updates from the property owner to date. 1/30/18 - I spoke with the owner whom stated he has spoken with a reclaim company to take old wood & brick & also a new engineer out of Locust, NC. However at this time, there are no plans set to have any work performed. 2/15/18 - Courtesy letter prepared & sent. Total penalty to date \$24,550.00. 3/1/18 - I received a text from the owner requesting copies of all the notices for his property. I prepared & sent them. I received the green card confirming they were picked up by the owner. 5/3/18 - I was directed by the board to obtain bids for demolition cost. I have not been able to obtain a bid at this time, but due to last months meeting being a week later, I've only had 2 weeks to obtain them. I am waiting on call backs from the companies I've contacted. 5/17/18 - I met with Marty Maness & requested a quote for demolition. I am currently waiting on the quote. 5/31/18 - I followed up with Marty Maness to see if he had prepared a quote yet, but at this time, he does not have it completed. I am still waiting. 6/6/18 - I followed up with the property owner and he advised that he has scheduled a meeting with Maplestone Construction LLC out of Winston-Salem, NC. He stated that as soon as they line up an engineer to come down, they will be meeting and inspecting the property.

24	201508024	111 E Salisbury St	MH	OPEN
----	-----------	--------------------	----	------

8/20/15 - Received complaint & Documented Violation. Created Case File. 9/8/15 - NOV has been prepared, sent & posted. 9/15/15 - I spoke with the property owner who advised that a truck had damaged the back wall and that it was just never fixed. He stated that he would start working on the property right away. 9/21/15 - Cleanup has started. 10/22/15 - A great deal has been cleaned up and repairs have started. However, the property is still in violation and as a result, the NOH has been prepared, sent & posted. Hearing set for 11/5/15. 11/5/15 - The Hearing was held and the owner was present. He advised they were working to remodel the building so that it could be used. I explained to him that if he were able to close the building, he would have 1 year from the date of the Hearing to complete the repairs. 11/17/15 - I prepared, sent & posted the FOF. 12/17/15 - The garage door has been installed and the property is now secure and "closed" under NCGS. The owner has until 11/5/16 to complete the required work. 11/8/16 - I conducted a re-inspection and found no further work has been completed. I then met with the property owner who advised that no further work had been completed. However, his statement changed from the time of our Hearing when he advised he was remodeling the building to allow use again. Now he states that it would cost too much and I never told him he had to repair the entire building. I informed him that was not correct and reminded him of the Hearing that was held and what he advised. I would also refer to the Orders that were sent to the owner stating that the roof was collapsed throughout the entire building and it was filled with debris. As a result, I prepared an Ordinance for the Board to vote on at the upcoming meeting. 12/1/16 - Throughout the month of November, I've met with the son of the property owner who advised that he was previously unaware of any violations with the building. We met in my office and at the building to conduct a walk through. He advised that he would be remodeling the building and opening some type of retail establishment in it. At this point, we have talked and/or met in person every week since the penalty process started and progress has started with abating the building. While speaking with him today, he advised that he or a designee will be attending the next board meeting to address the board about the building. 2/2/17 - I've met with the property owner's designee and continued work is occurring. 2/28/17 - Progress is continuous. 3/14/17 - I met with the property owner who advised work is still being performed. 5/2/17 - Work is continuously being performed on the structure. 5/20/17 - I conducted a physical inspection of the property and the interior has been cleaned out. The next step is adding a roof & floor. 8/1/17 - I conducted a re-inspection on the building. The owner provided me with the truss plans and advised that Longleaf Truss Co from West End would be performing work on the building in September. He advised that was the earliest the company could work. After that, roof & floor will be installed. 9/7/17 - The truss work has not started, but at this time is still on schedule to be performed this month. 9/26/17 - I followed up with the son of the property owner and he advised that the timeline has been pushed back 1 month. He hopes that the truss will be completed in October. At this point, the daily accruing penalty is still active. 10/12/17 - I spoke with the son of the property owner who advised that he would be getting paid from a completed job next week and would be setting up the Truss install directly after. 11/2/17 - No work has started yet. The owner was out on a job so I will be trying to meet with him next week. 11/9/17 - I spoke with the son of the owner who advised the Truss's should be shipped out next week and installed toward the end of this month or the beginning of next month. His goal is to have an open store at the first of the year. 11/30 - I met with owner's son who advised work has started on the Truss & they should be done next week. 12/7/17 - Work is being performed on the truss presently and should be completed soon. Upon completion, the flooring will be installed. 1/2/18 - The Truss work is almost complete. 1/30/18 - The roof appears complete. I will be meeting with the owner to conduct a walk through and follow up on progress & completion date. 2/27/18 - Meeting scheduled to meet with him on 3/1 to conduct a walkthrough. 3/1/18, I met with the property owner and inspected the property. The roof is finished and the floors are to be completed soon. There is a drainage issue with the front of the building that must first be addressed, but after that is taken care of, the flooring will be done and the business should open shortly after.

38	201601003	151 S Lake Dr	MH	OPEN
-----------	------------------	----------------------	-----------	-------------

1/28/16 - NOV prepared, sent & posted on property. 3/1/16 - Re-inspection, no changes found. Next step will be to prepare the NOH. Hearing set for 3/22/16. 3/22/16 - Hearing held and the owner was not present and has not contacted me. 3/29/16 - I prepared, sent & posted the F&F Order. I also found a contact number for the owner to ensure the owner was aware of everything. They did not answer, but the vm recording confirmed the number was for the correct person and I left a message informing them of what was going on and that they needed to contact me. 3/31/16 - At this time, no contact has been made by the owner. 4/7/16 - As of today, I have not been contacted by the property owner. At this point, due diligence has been used to notify the owner. 5/5/16 - No attempt of contact has been made by the owner or representative to me or the Town of Robbins that I am aware of. Additionally, certified mail has been picked up by Melanie Adcox and I received the receipt of that. At this point, with no progress made, the next step will be to prepare an Ordinance and proceed with the penalty process. 6/3/16 - The Ordinance, Penalty Letter & Case Packet have been completed and sent to TC for review to ensure proper procedure has been followed and all GS requirements have been satisfied. 6/14/16 - The penalty letter was sent certified, regular mail and posted on the property. The penalty started on today's date. 6/30/16 - The Ordinance was recorded with the register of deeds in Moore Co. 7/14/16 - I was informed by a contact with the post office that three different letters and been refused to be signed for when they would pick up the mail. Additionally, I was informed that Thigpen & Associates would be representing the owner in dealing with this property. No changes have occurred to date. Penalty is still accruing. 11/3/16 - I was able to speak with the brother of the property owner and advised him of the situation and requested he speak to his brother about the next time they spoke. He advised he would contact me if any further information came forward. 11/2/17 - No further changes. The penalty started accruing on 6/14/16 and to date has accrued to the amount of \$25,350.00. According to Moore Co GIS, the current tax value of the dwelling is \$27,330.00 & the land is \$10,000.00 bringing the total tax value to \$37,330.00.

39	201601004	131 S Lake Dr	MH	OPEN
-----------	------------------	----------------------	-----------	-------------

1/28/16 - NOV prepared, sent & posted on property. 2/18/16 - Spoke w/Daughter of owner who advised work would start on the property March 1st and that her father was in the process of obtaining the materials needed to complete the required work. 3/1/16 - Re-inspection, work has not yet started. Next step is to prepare the NOH. Hearing set for 3/22/16. 3/22/16 - Hearing was held, but the owner was not present. I re-inspected the property and found that work has started. 3/24/16 - The owner met with me at the office and apologized for missing the Hearing. He stated that he has contracted someone to remodel the home. I advised him that as long as progress was being made, I could be provided with additional time. 3/29/16 - F&F Order was prepared, sent & posted. 4/7/16 - The structure has a new front porch, the rear of the structure is being repaired and the holes in the interior floor have been repaired. 5/5/16 - The front porch has completely been replaced, repairs are being made to the rear of the structure and the foundation is currently being worked on. I will follow up at a later date to ensure progress is continual. 5/24/16 - Work still continues and substantial progress is being made. 7/7/16 - Progress is still being made, windows & doors have been replace/repared. The rear portion of the structure is being repaired and is the foundation. 8/2/16 - I met with the owner of the property who is still working on the property to bring it up to the minimum standard. Further carpenter & foundation work has taken place. 8/25/16 - The owner is still actively working on the property. 9/20/16 - I spoke with the owner while he was working on the property. He stated that some of the guys he hired took his money and didn't do any work. He advised he was doing the work himself and was in the process of getting more people to help. Progress is still be made. 11/8/16 - Minor work is still being completed, but if no further work is completed during the month of November, I will be moving forward with an Ordinance. 12/1/16 - Minor work has continued. I have a meeting scheduled with the property owner to advise him that if significant progress is not made, I would be moving forward with an Ordinance. 12/29/16 - Further work has been completed. I will follow up again at the end of January to see if further progress has been made. 2/2/16 - There has been continued interior work being completed. I am continuing to maintain contact with the owner to ensure progress continues. 2/28/17 - The Ordinance has been prepared & sent to Town attorney for review. I am hoping to present it to the board for a vote at the next meeting. 3/30/17 - The Ordinance was presented and passed. I posted the property and sent the Notice to the owner. The penalty started on today's date. 10/12/17 - I met with the property owner and questioned him about abatement. He advised a tree had fallen on his personal home and he was sidetracked with that. However, he advised he would complete the work needed on the house. 11/2/17 - Work has started again on the property.

40	201603001	440 E Hemp St	MH/JP/JV/AWG	OPEN
----	-----------	---------------	--------------	------

3/22/16 - Violations documented and NOV door hanger was completed and placed on the door. Re-inspection set for April 5th 2016. 4/5/16 - Minor progress has been made. As a result, the NOV was prepared, sent & posted on the property. 4/15/16 - I made contact with the property owner who advised he would be cleaning up his property and making the necessary repairs. He stated that it would take a little while because its only him completing the repairs and he works, but that he would consistently be making improvements. 5/5/16 - Violations are still present, NOH has been prepared. 5/26/16 - The Hearing was held and the owner was present. He stated that he plans to continue what he has been doing until the property has been abated. I advised him that as long as substantial progress is made and maintained, I would work with him on the timeframe. 5/31/16 - FOF prepared & sent. 7/5/16 - Constant progress is being made. The fence is being repair and debris is being removed. 8/4/16 - Additional cleanup and progress is being made. The fence has been painted and more junk has been removed. 8/25/16 - The property owner is still actively working on the property & cleaning up the open storage items. 10/2/16 - I met with the owner and advised him that I had not seen much progress recently. I informed him that if I did not see any further progress that you may face the penalty process. If no further work is completed, I will be preparing an Ordinance for the November meeting. 11/1/16 - After re-inspection, the MH violation on the structure was previously repaired, but the open storage & junk vehicles are still on the property. As a result, there is no need for an Ordinance and I prepared the Penalty letter to the property owner. The penalty started on 11/1/16 and is accruing at \$150.00 per day (\$50.00 per violation, 3 violations). 11/3/16 - I hand delivered the penalty letter to the property owner and had a meeting with him reference it. He advised he would clean up as fast as he could. 12/1/16 - Since the penalty has started, substantial progress has been made. New privacy fence is being erected and a lot of open storage has been removed. 2/2/17 - There has been further cleanup, but the violations are still present and the penalty is still accruing. 4/20/17 - Progress is still being made, but daily penalties are still accruing. 8/31/17 - Progress is slow, but still being made. Violations are still present and the penalty is still accruing. The new fence being put up is being painted and there has been junk removal. However, violations remain and the penalty is still accruing.

44	201605001	320 S Cross St	JP	OPEN
-----------	------------------	-----------------------	-----------	-------------

5/10/16 - Initial inspection of property, photographs obtained & case file started. 5/12/16 - Research conducted on property and door hanger NOV was prepared & hand delivered. I met with the property owner and explained the situation. They advised that they would start cleanup right away. 5/24/16 - Progress has been made, but violations still present. I will prepare the NOV. 6/7/16 - NOV prepared, sent & posted. Re-inspection set for post 30 days. 7/7/16 - I spoke with the owner who stated that he has been and will continue to work on clean up almost everyday until it is complete. The property is still in violation, but substantial progress has been made. 7/14/16 - Although progress has been made, the violation is still present. NOH prepared, sent & posted. Hearing set for 8/4/16 @ 2:30pm. 8/4/16 - No one showed for the Hearing. The Fact & Findings Letter was prepared, sent & posted. 8/16/16 - I met with the owner of the property today. Considerable progress has been made and constant work is being done. 9/15/16 - Progress is still being made. The violations have not been abated yet, but half if not more of the open storage has been removed. 11/1/16 - The cleanup is still ongoing and progress is still being made. 12/1/16 - A substantial amount of cleanup has taken place since the initial violation. There is still open storage, but it is being removed. 2/23/17 - I conducted a re-inspection and found cleanup is still taking place. I will continue to monitor the progress. 3/16/17 - I met with property owner to discuss the progress. He advised that he is still working on it daily. The progress is noticeable and I will continue to work with him as long as progress continues. 4/20/17 - Cleanup is still taking place. 7/18/17 - I spoke with the property owner who is still working on cleaning up the property. Progress is being made, I will continue to check in with the owner. 10/17/17 - I re-inspected the property and progress is still being made. The violation is still present, but the owner is working on cleaning it up. 11/30/17 - Clean up is still occurring and progress is being made. 3/8/18 - I conducted a re-inspection today and it appears additional open storage has been added. As a result, I prepared, posted & sent the Notice of Penalty. Effective start date is 03/08/2018. 4/3/18 - Since imposing the penalty, I've been in contact with the property owner several times and clean up started back up with a considerable amount of progress being made. I will continue to monitor until abatement.

82	201702005	Feed Bin & Office	MH/OL	ABATED
<p>1/31/17 - Initial inspection, documentation, investigation & opened case. Violation to wit: Abandoned Non-Residential Structure partially collapsed and completely overgrown. 2/2/17 - Prepared, sent & posted NOV. 2/7/17 - I spoke with the son of the property owner who advised that his father (property owner) had passed away within the last several days. I advised that I understood and would provide them the necessary time to mourn. The case will be on an inactive status until further notice. 6/20/17 - The case has been reactivated and a new NOV has been prepared and sent. 8/1/17 - I prepared & sent the NOH. Hearing date set for 8/24/17 at 1300 hrs. 8/24/17 - I met with the owner and held the Hearing. The owner advised she would have Marty demo the structures. She is in the process of obtaining permits and after that, demolition would take place. I will be preparing the FOF Order. 10/5/17 - I prepared & sent the Finding of Fact Order. 11/2/17 - Demolition equipment is on site ready for demo. 12/7/17 - Demolition has yet to start, but the company hired to perform the demo & cleanup has been working on three other properties in town. 1/2/18 - Demolition has started. The office is down & cleaned up. 1/30/18 - Half of the feed Bin has been demolished & work is still active. 2/20/18 - Demolition is still progressing. It has been slowed due to all the rain, but is still moving forward. 3/6/18 - Only about a third of the structure remains. 4/5/18 - The only portions of the structure that remains are the silo's. Abatement is near completion. 5/3/18 - All of the structures have been demolished & removed. The land has been graded and the next step is to put down grass & straw. 5/31/18 - The property has been cleaned up, leveled & grass seed has been placed down covered with straw. The violations are abated & the case has been closed.</p>				
93	201705001	151 S Lake Dr	OL	OPEN

5/2/17 - Initial inspection & documentation of violations. 5/4/17 - NOV prepared, sent & posted. 6/8/17 - 2nd NOV/NOH has been prepared, sent & posted. Hearing date set for 6/27/17. 6/20/17 - The certified letter came back as undeliverable due to the PO Box being locked due to non payment. I conducted a comprehensive report to track the owner down. I found a new address and sent a new NOV/NOH with a hearing date of 07/13/17 at 2PM. I also called the owner, but he did not answer and his voicemail was full and not accepting messages. 8/1/17 - I contacted the Town Attorney on the best way to move forward to ensure every aspect of the law is followed. I am awaiting an answer. 8/24/17 - I will be setting a new Hearing date and it will have to be advertised in the local paper. I will coordinate with TM to ensure this takes place in accordance with the law. 10/3/17 - The new Hearing has been set for 10/24/17 and a Notice will be published in accordance with NCGS & posted on the property. 10/24/17 - I held the Hearing, no one was present. I will be preparing the FOF Order. 11/7/17 - FOF prepared, sent & posted. It was also put in the paper. 12/7/17 - I will be re-inspecting post 30-days from date of FOF and if violations remain, the penalty phase will start. 12/14/17 - Violation remains. I prepared & posted the civil penalty notification. Official start date: 12/14/2017.

94	201705002	161 S Lake Dr	OL	OPEN
5/2/17 - Initial inspection & documentation of violations. 5/4/17 - NOV prepared, sent & posted. 6/8/17 - 2nd NOV/NOH has been prepared, sent & posted. Hearing date set for 6/27/17. 6/27/17 - I held the Hearing, but no one was present representing the property. I will be preparing the FOF. 8/1/17 - I prepared, sent & posted the FOF. 9/7/17 - No change upon re-inspection, I will be preparing the penalty letter. 10/3/17 - I prepared, sent & posted the penalty letter. Official start date of penalty is 10/03/2017.				
97	201705005	601 Forest Dr	MH/OL	OPEN

5/23/17 - Initial inspection & documentation of violations. NOV prepared, sent & posted. 6/20/17 - The certified letter came back undeliverable. I conducted a comprehensive report to track down the owners. I confirmed the listed owner is deceased and has been since 2010. I made contact her grandson who advised that he and his siblings were the individuals who were to inherit the property, but have not heard from the attorney in a while and thought the Town just took over the property. I emailed him pictures of the property and the initial NOV. He advised he would be contacting his brother and moving forward to abate the property. 7/13/17 - The property owner advised he received the NOV, but has not been able to get up with his brother in SC. He advised that he and his fiancé' have been planning a wedding and were actually getting married this weekend. He stated that after it and his honeymoon are over, he would diligently work on abating the property. He stated that he wanted to keep it in the family and did not want to lose it over violations. I explained I would contact him back in two weeks after his wedding & honeymoon concluded. This will coincide with preparing the NOH. 8/3/17 - I've attempted to contact the property owner 2 times & left messages both times. I have not received any return contact. I prepared, sent & posted the NOH. I also emailed the property owner the NOH. Hearing date 8/24/17 at 1315 hrs. 8/24/17 - I held the Hearing, but no one was present from the property. However, I did speak with Brett Williams who advised that he did want to keep the property and was unaware that his brother's were not taking care of the property. I also heard from the initial contact I made (Zac), but he advised that he could not do anything with the property and it would be up to his brothers. 9/7/17 - at this time, no changes have taken place with the property. I will be preparing the finding of fact order. 10/3/17 - I prepared & sent the FOF Order. 11/2/17 - I was contacted by the wife of one of the grandsons who stated that 3 out of the 4 boys didn't want the house, but one of the boys did, but has yet to do anything. I advised her of what could occur and what options they may have. I requested they contact me with an answer this month. I will be moving forward with an Ordinance for the property. 12/7/17 - There has been no further contact with any interested party. I prepared & sent the Ordinance to the Town Attorney for review. 1/1/18 - The town attorney advised he would need to do further research on the property before moving forward with the Ordinance. I will be waiting on his go ahead to move forward.

103	201707001	700 Blk Hemp St Ext	MH/JP/AWG	OPEN
<p>7/25/17 - Inspection & documentation of violations. I researched the properties & prepared case files. I then prepared, sent & posted the 1 NOV's. Violation(s) to wit: two trailers on the property are damaged/deteriorated with one being almost completely stripped. Additionally, there are large debris pile of junk creating a serious health & safety hazard. 8/24/17 - I met with the person who was performing the work on the property. He advised that he was doing it by himself, but would get it done. 9/7/17 - One of the trailers has had significant demo take place, but the violations are still present. I will be setting up a Hearing. 10/3/17 - NOH prepared, sent & posted. Hearing date set for 10/24/17. 10/24/17 - I held the Hearing, no one was present. I will be preparing the FOF Order. 11/7/17 - FOF prepared, sent & posted. 12/7/17 - I've spoken with the owner several times & I met with the property manager who is doing the cleanup. It is slow, but progress is being made. I will continue to monitor the progress to ensure work is completed. 1/2/18 - Progress is still being made, but the violations remain. 2/8/18 - I prepared & sent a courtesy letter to the owner(s) of the property advising them that no documented progress had been made in over a month and that if no progress was made by 3/1/18, I would be moving forward with the next step. 3/1/18 - I have not been able to identify any changes and will be moving forward with the penalty & Ordinance. 3/8/18 - I prepared, sent & posted the Penalty letter for all violations except for MH. I will be preparing an Ordinance for that violation. Official start date is 03/18/2018.</p>				
104	201707001	771 Hemp St Ext	JP/AWG/JV	OPEN

7/25/17 - Inspection & documentation of violations. I researched the properties & prepared case files. I then prepared, sent & posted the 1 NOV's. Violation(s) to wit: There are large debris piles on this property creating a serious health & safety hazard. There was also an extension cord stretched across the road from this property to another, but after meeting with the occupant of the trailer (who advised he was the property manager for the trailer park), the cord was removed. 9/7/17 - There has been some clean up, but violations are still present. I will be setting up a Hearing. 10/3/17 - NOH prepared, sent & posted. Hearing date set for 10/24/17. 10/24/17 - I held the Hearing, no one was present. I will be preparing the FOF Order. 11/7/17 - FOF prepared, sent & posted. 12/7/17 - I've spoken with the owner several times & I met with the property manager who is doing the cleanup. It is slow, but progress is being made. I will continue to monitor the progress to ensure work is completed. 1/2/18 - Progress is still being made, but the violations remain. 2/8/18 - I prepared & sent a courtesy letter to the owner(s) of the property advising them that no documented progress had been made in over a month and that if no progress was made by 3/1/18, I would be moving forward with the next step. 3/1/18 - I have not been able to identify any changes and will be moving forward with the penalty. 3/8/18 - Penalty letter prepared, sent & posted. Official start date is 03/08/2018.

105	201707001	271 E Salisbury St	JV	OPEN
<p>7/25/17 - Inspection & documentation of violations. I researched the properties & prepared case files. I then prepared, sent & posted the 1 NOV's. Violation(s) to wit: This shop has previously been in violation for the open storage of junk vehicles on the property. They are once again in violation for having numerous ad obviously junk vehicles kept in open storage on the property. 8/29/17 - I've been in contact with the property owner and there has been clean up, but the violations remain. I will be setting up a Hearing. 10/3/17 - NOH prepared, sent & posted. Hearing date set for 10/24/17. 10/23/17 - I spoke with the owner who advised he will be unable to attend the Hearing. He stated that he had removed numerous vehicles and would comply with the Ordinance. 10/24/17 - I held the Hearing, no one was present. I will be preparing the FOF Order. 11/7/17 - FOF prepared, sent & posted. 11/9/17 - Approximately half of the vehicles have been removed to date. 12/7/17 - Upon re-inspection, more progress has been made and only several vehicles & some open storage items remain. I will be following up with the owner to ensure the abatement continues. 1/2/18 - Upon re-inspection, there are still violations present. I will be preparing the penalty process. 1/11/18 - Penalty letter prepared, sent & posted. Official start date: 01/11/2018. Violations are JV & JP.</p>				
114	201711002	908 Hemp St Ext.	MH/JP	ABATED

11/2/17 - Investigated a complaint on the property. I found the violation to wit: There is no longer any running water to the dwelling. Additionally, there is an abundance of rubbish on the property creating a major health & safety concern. There are also secondary structures previously used to house animals that appear very unstable. I will be preparing the case file & NOV. I met with the adult son of the property owner who advised me that his parents were not home. I explained to him the situation and detailed what needed to happen. 11/7/17 - NOV prepared, sent & posted. 11/16/17 - DSS & Animal Control were contacted and I reported my concerns. I met with animal control who performed a visual inspection only of the outside animals. No law enforcement action was taken, he advised he would be trying to get the animals up to date on shots. 11/30/17 - I received a letter from DSS stating that they would be performing a family assessment at some point during the next 45 days. 12/7/17 - Progress has started with the cleanup & removal of trash/debris. Additionally, the water was turned back on 12/4/17. 2/8/18 - NOH prepared, sent & posted. Hearing date is 2/20/18. 2/20/18 - Hearing held, no one was present to represent the property. I will be preparing the FOF Order. 3/8/18 - FOF prepared, sent & posted. 4/3/18 - I had a meeting with DSS reference to the property and the progress that has been & the progress that is still needed. The interior of the property has greatly improved and the exterior is being cleaned up. The accessory structure is almost completely removed and the trash/debris is being removed as well. 5/29/18 - The minimum housing violations have been abated. Additionally, there is no longer a health and/or safety concern because most of the debris has been removed. There is some junk that remains, but with the property being in the ETJ and there is no longer a health or safety concern, the violations have been abated & the case has been closed.

154	201803002	281 E Hemp St	JV/JP	ABATED
------------	------------------	----------------------	--------------	---------------

3/8/18 - I conducted an inspection on this property and found an abundance of junk/debris/trash/items kept in open storage around the property including white goods. I prepared & sent the initial Courtesy Letter/NOV. 4/26/18 - Clean up has started, but violations are still present. I will be preparing the NOH. 6/7/18 - The property has been cleaned up and all violations abated. Case closed.

172	201804001	351 E Hemp St	JP	ABATED
------------	------------------	----------------------	-----------	---------------

3/30/18 - I received a complaint on the property due to nuisance violations. 4/3/18 - I conducted an inspection on this property and found an abundance of junk/debris/trash/items kept in open storage around the property including white goods. I prepared & sent the initial Courtesy Letter/NOV. 5/3/18 - Clean up has started, but violations are still present. I will be preparing the NOH. 6/7/18 - The property has been cleaned up and all violations abated. Case closed.

184	201805001	380 Hwy 705 S	JV	OPEN
------------	------------------	----------------------	-----------	-------------

4/28/18 - I received a complaint on this property for an abundance of junk vehicles. 5/3/18 - I conducted an inspection and confirmed the violation. I documented the case and prepared, sent & posted the NOV & copies of the ordinance that the property is in violation of. I also attempted to contact the building owner, but got no answer and had to leave a message.

185	201805002	221 E Elm St	MH/OL	OPEN
------------	------------------	---------------------	--------------	-------------

5/24/18 - The courtesy letter/NOV has been prepared & sent. Prior to sending, I attempted to help the family obtain housing through Habitat for Humanity Sandhills & had arranged for the property to be turned over to HFH, the structure to be demolished, a brand new home be built on the lot & then the property be sold back to the original owners. However, the application was denied due to unforeseeable issues. As a result, the property remained in violation and was a very high health/safety concern. 6/5/18 - I followed up with the property owner whom advised the permits were obtained and Marty Maness would be handling the demolition of the property.

186	201805003	270 E Salisbury St	MH/OL/JV/JP/ZV	OPEN
5/24/18 - Several violations were identified after the town water department started performing some work on the water line. I documented all violations and found that the previous owners had sold the property. I made contact with the new property owner and delivered to him the courtesy letter/nov that detailed what the violations are and what needs to happen to abate them. 6/7/18 - I've spoken with the property owner several times at this point and will be meeting him at the property today at 2pm.				
187	201805004	200 W Salisbury St	OL	OPEN
5/29/18 - I received a complaint reference this property being overgrown. Upon inspection, I found this to be true and after documenting, I prepared & sent the courtesy letter/NOV.				

TOWN OF ROBBINS
MONTHLY FINANCIAL REPORT for FISCAL YEAR 2017-2018
MONTH ENDING MAY 30, 2018

Budget vs. Actual 92 % of Fiscal Year Completed

GENERAL FUND

	Description	Budget	MTD	YTD	Variance	Percent
Expenditures						
	410 GOVERNIN	\$ 18,328.00	\$ 1,425.00	\$ 16,560.00	\$ 1,768.00	90%
	420 ADMINIST	\$ 156,804.00	\$ 9,109.00	\$ 150,341.00	\$ 6,463.00	96%
	420 ECON DEV	\$ 46,160.00	\$ -	\$ 35,002.00	\$ 11,158.00	76%
	430 ELECTION	\$ 3,800.00	\$ -	\$ -	\$ 3,800.00	%
	440 DMV	\$ 62,406.00	\$ 5,372.00	\$ 59,578.00	\$ 2,828.00	95%
	450 LIBRARY	\$ 14,900.00	\$ 528.00	\$ 14,298.00	\$ 602.00	96%
	460 MOORE COLL	\$ 12,000.00	\$ 300.00	\$ 8,287.00	\$ 3,713.00	69%
	470 PROFESSI	\$ 25,000.00	\$ 1,202.00	\$ 22,904.00	\$ 2,096.00	92%
	510 POLICE	\$ 323,566.00	\$ 23,219.00	\$ 329,867.00	\$ 185,727.00	102%
	510 CODE ENFORC.	\$ 35,000.00	\$ 20.00	\$ 26,646.00	\$ 18,746.00	76%
	520 FIRE	\$ 253,816.00	\$ 12,313.00	\$ 218,844.00	\$ 34,972.00	86%
	550 RECREATION	\$ 2,750.00	\$ -	\$ 2,742.00	\$ 8.00	100%
	560 STREET	\$ 172,635.00	\$ 11,725.00	\$ 135,959.00	\$ 36,676.00	79%
	570 POWELL	\$ 85,393.00	\$ -	\$ 4,140.00	\$ 81,253.00	5%
	580 SANITATION	\$ 55,000.00	\$ -	\$ 44,918.00	\$ 10,082.00	82%
	590 CEMETERY	\$ 700.00	\$ 450.00	\$ 450.00	\$ 250.00	64%
	650 ECON.MEMB.	\$ 1,500.00	\$ -	\$ 1,293.00	\$ 207.00	86%
	660 DEBT	\$ 90,059.00	\$ -	\$ 89,595.00	\$ 464.00	99%
Total Expenses	10	\$ 1,359,817.00	\$ 65,663.00	\$ 1,161,424.00	\$ 400,813.00	85%

ENTERPRISE FUND

	Description	Budget	MTD	YTD	Variance	Percent
Expenditures						
	660 DEBT	\$ 112,323.00		\$ 99,824.00	\$ 12,499.00	89%
	720 ADMIN W/S	\$ -		\$ -	\$ -	%
	810 WATER	\$ 411,861.00	\$ 21,469.00	\$ 371,926.00	\$ 39,935.00	90%
	811 WWTP	\$ 290,922.00	\$ 20,668.00	\$ 241,978.00	\$ 48,944.00	83%
Total Expenses	30	\$ 815,106.00		\$ 713,728.00	\$ 101,378.00	88%

ECONOMIC DEVELOPMENT RESERVE FUND BALANCE \$ 21,519
FIRE DEPT CAPITAL RESERVE (Truck/Building) \$ 93,416

NOTE: All debt for FYE 2017-2018 has been paid in full.
\$10,000 of the remaining Economic Development Expense line item balance is restricted for the reservoir repair.



ROBBINS POLICE DEPARTMENT
101 North Middleton Street
P.O. Box 687
Robbins, North Carolina 27325



R.L. Tew, IV
Chief of Police

Dispatch: (910) 948-3331
Fax: (910) 948-3981

June 1, 2018

Reference: Police Department Summary for May

The month of May, the Police Department had 2,363 total events and used a total of 476.3 gallons of gasoline in the month of May. Copies of the totals and summaries are attached.

In the month of May, we issued 49 citations. A copy of the citations totals are attached to this report. We continued our daily and night patrols of our neighborhoods and businesses. Which we found 3 open doors

We participated in 1 Governor's Highway Safety Campaign Click or Ticket Campaign. During first week of the campaign we had 2 DWI arrest and 3 drug charge.

During the month officer were called to Holmes Building System on Sunday, May 13, 2018 reference a breaking entering in progress. Officer was able to arrive on scene with in a few minutes of the call. The officer got in to foot chase with two individual. The officer was able to arrest one person and identified the other, which was arrested at a later time.

On Saturday, May 19, 2018 The Police Department participated in the bicycle helmet give away at Elise Middle School

In closing, I again want to thank you for your support of me and my department.

Respectfully submitted

A handwritten signature in black ink that reads "Robert L. Tew, IV". The signature is written in a cursive style.

Robert L. Tew, IV
Chief
Robbins Police Department

Activity Log Event Summary (Cumulative Totals)

Robbins Police Department

(05/01/2018 - 05/31/2018)

<No Event Type Specified>	1	Administrative Duty	116
Alarm Activation	9	Animal Complaint	7
Animals Picked Up	1	Anti-Drug Patrol	28
Arrest	6	Assist EMS	2
Assist Fire/Rescue	2	Assist Motorist	4
Assist other Robbins Police Officer	5	Assist Sheriff	13
Assist Street Dept.	1	Attempted Service of Criminal Summons	1
Attempted to Serve Warrants	3	B&E&L	1
Bank Deposit Escort	4	Business Check	1,359
Citation	49	Communicating Threats	1
Community Policing	211	Court	4
Damage to Real Property	2	Direct Traffic	3
Disturbance	11	Domestic	2
Drug laws	4	DWI	2
Follow up Investigation	10	Funeral Escort	2
GHSP	2	In-Service Training	1
Investigation	2	Missing Person	2
Noise Complaint	1	Open Door	3
Ordinance Violation	3	Public Assistance	38
Residence Check	252	School Crossing	21
Senior Citizens	31	Store Closing	73
Subpoena	1	Suspicious Person	3
Suspicious Vehicle	6	Training	2
Trespassing	1	Unlock car	4
Vandalism	1	Vehicle Accident Property Damage	2
Vehicle Maintenance	5	Vehicle Stop	31
Vehicle stop / Verbal Warning	8	Vehicle stop/ Written Warning	4
Warning/Written or Verbal	1	Warrants Served	1

Total Number Of Events: 2,363

Citation Totals by Charge

Robbins Police Department

(05/01/2018 - 05/31/2018)

Charge:	Number of Charges:
DWI	2
No Operator License	3
Driving While License Revoked	11
Expired Registration	1
Inspection	2
No Insurance	4
Other (Infraction)	11
Other (2nd Charge - Misdemeanor)	1
Other (2nd Charge - Infraction)	14
Total:	49



Robbins Fire Rescue
PO Box 987
Robbins, NC 27325

May 2018 Fire Rescue Report

Medical Calls – 12

Vehicle Accidents – 13

Fire Alarms – 7

Structure Fires – 2

Outside Fire – 3

Electrical Hazard - 1

Total Calls – 38

Our station continues to have training classes with continuing education for our EMT'S and firefighters.

We completed a second FEMA grant and submitted it for review.

We continue to prepare for our upcoming Farmers Day festival in August with vendor space appointments.

We hired a new full time employee Jeffrey Chriscoe to replace David Lowe that has left to pursue a new career path.

Respectfully Submitted,

Chief Jarius M. Garner
Robbins Fire Rescue
Cell 910-690-1040

Town of Robbins
Monthly Water/Wastewater Report
May 2018

WWTP:

Flow: **3.894** MG Daily Average: **126,000** gpd

Average flow of this plant is estimated at .100 MGD

During the Month of May the WWTP had no (0) violations as of last report 5/22/2018.

Some much needed repairs are still ongoing at the WWTP by Robbins operations personnel. On a good note we finally was able to unclogged the lined on treatment basin #1 that was preventing it from draining. Now we can begin to assess the extent of needed repairs to get the unit capable of handling flow again. So far we have replaces 1,100 diffusers and completely unclogged and drained clarifier#1. Next we will be looking at repairing the mechanical components and chemical feed lines on this unit. As of 6/6/18 #1 Clarifier motor has been replaced and is now operational. We will now need to sand, grind, and paint the rusted structure of the clarifier rake. Some sections may need to be replaced, but I do not feel this will too costly. Underwood is coming out 6/8/18 to look the clarifier over and give an estimate. Some parts will need fabrication.

Latest report for Sludge disposal is that we still do not have a Land Application site for sludge disposal. Efforts to make a partnership with potential farms have so far not produced steps toward an agreement. I request some funding for sludge disposal in this upcoming fiscal year. We still need to work on long term plans to handle disposal. Rand Cheek Plumbing is constructing a dewatering system where sludge could be hauled to his site for dewatering and disposal. This could be an opportunity for a backup plan for sludge removal. Once he has construction is complete I will discuss options and cost with Randy.

Cost analysis is currently being performed on dewatering vs Land Application to get a more accurate comparison of the 2 methods of disposal. It is widely considered the land application is cheaper for sludge disposal but this method poses many challenges including, weather, crops, livestock, employee time, and equipment maintenance, fuel, and land owner participation. Our current best price for dewatering services is **\$2,100.00 per container**.

The dewatering method is performed by the contractor, can be performed in any weather conditions, and requires little effort on our part. Dewatering also is beneficial that the process removes solids from the WWTP but the biological supernatant is returned to the plant that is very beneficial to the WWTP operation. The supernatant also has polymer in it used in the dewatering process that provides additional flocculants and settling characteristics. Usually each year during the wet winter season we experience a washout due to heavy rainfalls; however this year with dewatering we have not yet experienced any washout that would cause a permit violation. In my opinion the dewatering process is most beneficial to the WWTP and requires very little staff time. Without a permitted Land Application site Robbins WWTP will have to continue to dewater for sludge removal until a permitted LA site can be obtained. If Robbins could purchase 10 acres of cleared land with a Bermuda or Fescue crop cover, we could have complete access for many years of sludge disposal at our current level of sludge production. ***A rough estimate was performed of the cost for both dewatering and LA disposal. Based on 83,127 gallons of recent sludge disposal = \$7,611.30 cost for in house LA. (This does not include the 1 time site survey and setup fee, which cannot be determined until we have a definite site plan.)*** Compare to McGill recent cost of \$7,500 for the same amount of sludge disposal using on site dewatering.

WWTP outfall inspection is underway. For several years the upkeep of the WWTP outfall to Deep River has been left up to the Street Dept. Recent inspections indicate that upkeep, cutting of trees, brush, and manhole inspections have not been performed. Our personnel will have to obtain proper access to clear the areas, mow, and perform repairs to manholes along this line. There is a lot of work that needs to be done on the Deep River end behind North Moore HS and we are attempting to contact property owners to gain the necessary access to perform maintenance. As of 6/6/18 we have been denied any access to the outfall closest to Deep River other than hiking from Reynolds Mill on the easement itself. At the end we have large roots growing in a manhole near the river and would require heavy equipment to cut the roots out. To get equipment into this area we would have to cross over a nearby property owners pasture. So far the owner has refused to give us any temporary access. I have sought help from the Town manager to solve this problem.

Water/Distribution:

Purchased Water from Montgomery County: **5.47 MG** **Average** Daily usage: **176,501** gal/day.

TTHM / HAA sampling was performed May 16, 2018 in coordination with Montgomery County and Moore County staff. Results for this sampling period came back just inside of compliance. Cool temperatures at the time of sampling helped keep the DBP's below the MCL. Robbins Water system remains in compliance of the Locational Running Average (LRAA). Our next TTHM/HAA sampling date is August 15, 2018.

We have begun feeding chlorine in the distribution system to provide compliant disinfection residuals. Heavy flushing will be an ongoing process throughout the summer to combat low disinfections residuals and high DBP's.

There were no major water leaks or repairs to report for May.

Collections:

There was (0) reportable SSO for May 2018.

Street Dept:

Grass mowing every day

Culvert repair on cabin creek near the reservoir is moving along. Regular rains have impeded the process but contractors are working this week 6/6/18.

Pro Contracting Service, Aberdeen, has made some of the road patches but has not completed them thus far. Green, Hemp, Smith, Valley Street patches have been done so far. The remainder of the patches are to include, OAK, Rockingham, Magnolia, Cornelius, and Elm Street.

Tommy Gibbons
Email: wwtp@townofrobbins.com
910-948-3063 (Office)
910-690-5570 (cell)

May Monthly Report – Robbins Area Library – Sue Aklus

Displays: Adult: Donated Quilt, Donated Howard Miller Clock, Upcoming Programs, Summer Reading Registration, Dolly Parton ☺, New Books, Programs, Gardening, The Great American Read

Juvenile: 2018/2019 Battle of the Books for Elementary & Middle School, Programs, New Books, Summer Reading Registration

Programs: Pre-School Story Time , Hope Academy Story Time, Book Buddies, The, Knitting/Crocheting Group, SCC, Learn American Sign Language, Movie, Magic Years Story Hour, Mother’s Day Crafts, Off-Campus Bicycle Safety Helmet Giveaway-Elise Middle School

	2018	ATTENDANCE
DAYS OPEN	22	
DOOR COUNT	2326	
REFERENCE QUESTIONS	500	
INTERNET USE	241	
PAGES FAXED	27	
PAGES SCANNED	20	
Volunteer Hours	16.25	
ADULT PROGRAMS:	19	111
Committee Meeting	1	8
American Sign Language	4	30
SCC-Basic Skills Computer Class	8	31
SCC-GED & ELA	1	8
Knitting & Crocheting Club	5	34
JUVENILE PROGRAMS:	21	508
Pre School Story Time	5	170
Book Buddies	1	19
Magic Years Program	3	26
Hope Academy Story Time	10	285
Saturday Movie	1	0
Mother’s Day Crafts	1	8
Outside Library	1	23
Bike Safety & Helmet Giveaway – Elise Middle School	1	23
Conference Room (Non-Library)	6	20
R.V.T. (Robbins Theatre)	1	4

Tutor	4	8
NCDMV	1	8
PATRONS ADDED	15	
CHECKOUTS/RENEWAL	2074	
HOLDS PLACED	205	

Upcoming programs:

- Knitting/Crocheting Group continues to meet from 2-5pm every Tuesday.
- Upcoming Committee meeting will be Monday, July 2 @ 10 AM.
- Pre-School Story Time is on Thursday Mornings @ 10 AM. (Special Guest-Tiffany Maness will teach a little Sign Language June 7th).
- Book Buddies 11:15 AM-12:15 PM, 2nd Thursday of each month.
- DMV-Tuesday, June 19th 10-4PM
- Sandhills Community College Basic Skills Computer Class will have 2 more sessions then break for the summer and resume end of August.
- Summer Reading Kick-Off is June 16th from 10AM-12PM in Carthage. All other Library Branches will be closed. Robbins Library Programs will be on Wednesdays at 3PM starting June 20th.
- Rachel Brower Book Club “The Husband’s Secret” by Liane Moriarty will meet June 12 @ 5PM
- “Unbroken” by Laura Hillenbrand Book/Movie Club will meet June 26 @ 5PM
- Summer Family Fun Nights-Tuesdays @ 6PM Starting June 19th.
- July Kids Crafts Tuesday Mornings @ 11AM
- Captain Underpants Party-Friday, July 20th

Projects:

- Working on Summer Reading Programs. Libraries Rock!
- Hung fliers around town and sent info to Town Hall for upcoming programs.
- Prepared Library Report and Schedule of Programs & Events.
- Borrowing Book Club Books from our SRLS Region for all our book clubs.
- Choosing Books for the next book clubs.
- Weeding old books/dvd's as new ones arrive.
- Making up fliers for all upcoming programs.
- Decorating the Library as seasons are changing.
- Puzzles are out for patrons to enjoy putting together in the Library as well as check out and take home.
- Getting prizes for Monthly Contests at all branches.
- Putting together new programs for all patrons.
- Working with Volunteers to utilize Promethean Board.
- Volunteer Joan Ciminara donated a beautiful Howard Miller Clock to the Robbins Library Committee for a fund-raiser. The Clock is in the Display Case at Robbins Library. Tickets are \$1.00 or 6 for \$5.00. Winner will be announced June 30. Tickets are available from Committee Members as well as at the Library.
- Working with Charles Porter and Home School Group for possible Future City Contest.
- Possible Summer Programs: Family Movie Night, Family Game Night, Guitar Jam Session, Rock Painting. Tuesday Morning Kids Craft Fun.

PUBLIC HEARING

Title & Subject: An Ordinance Regulating Junkyards, Salvage Yards, and Recycling Operations.

Town of Robbins

Briefing Sheet

Lead Department: Town Manager Action Officer: David Lambert
Subject: Regulation of Junk Yards, Salvage Yards and Recycling Centers
Briefing: 5/21/18 Public Hearing: 6/14/18 Action:

Executive Summary and Background Information:

This was authorized to be drafted at the May 2018 Regular Board Meeting. On May 18, 2018 the Planning Board voted to favorably to recommend these amendments to the Code of Ordinances.

This amendment updates the definitions of abandoned vehicle and junked motor vehicle in Sections 94.03 and the UDO Section 152.002. Section 152.100 had a duplicate Temporary Vehicle Storage, Accessory Use definition removed and the new one updated.

Section 152.101 clarifies any confusion about what a blank space in the Table of Permissible Uses means.

Section 152.109 "Table of Permissible Uses" is amended to include Junkyards, Recycling Operations, and Salvage yards.

Section 152.130 is creates an amortization clause for these updates to ensure that existing businesses will come into compliance. Subsection (B) details screening requirements, entrance requirements, and grading requirements.

Section 152.131 specifies requirements of Recycling operations.

Attachments:

Not Applicable
Resolution

Staff Recommendation:

Approve Resolution.

Meeting Perspectives and Goals:

Serve The Community	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Provide a Safe Community Deliver Quality Services Foster a Healthy Community
Run the Operations	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Enhance Community Preparedness and Responsiveness Maximize Partnership Opportunities Provide Courteous & Responsive Customer Service Model a Positive Town Image Deliver Efficient Services Cultivate Community Involvement and Access
Manage the Resources	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Maintain Fiscal Strength Maximize Utilization and Resources Invest in Infrastructure
Develop Personnel	<input type="checkbox"/> <input type="checkbox"/>	Develop a Skilled and Diverse Workforce Create a Positive and Rewarding Work Culture

Resource Impact:

Financial impact: Minimal

Public Information Plan:

<input checked="" type="checkbox"/>	Public Hearing (Required by GS)	<input type="checkbox"/>	Public Hearing (Not Required by GS)
<input checked="" type="checkbox"/>	Newspaper Notice (Required by GS)	<input type="checkbox"/>	Newspaper Notice (Not Required by GS)
<input type="checkbox"/>	Public Forum/Input Session	<input type="checkbox"/>	Press Release
<input type="checkbox"/>	Social Media (Twitter, Facebook, etc.)	<input checked="" type="checkbox"/>	Website Update
<input type="checkbox"/>	Special Mailing	<input type="checkbox"/>	Banners Posted
<input type="checkbox"/>	Flyers Posted	<input type="checkbox"/>	None Required

Other:

**AN ORDINANCE REGULATING JUNKYARDS, SALVAGE YARDS,
AND RECYCLING OPERATIONS**

BE IT ORDAINED, by the Board of Commissioners of the Town of Robbins the following:

Section 1. The definitions of “abandoned vehicle” and “junked motor vehicle” found in Robbins Code of Ordinances Section 94.03 are amended as follows:

ABANDONED VEHICLE. Any motor vehicle that is left:

- (1) Upon a public street or highway in violation of a law or ordinance prohibiting parking;
- (2) On a public street or highway for longer than seven days or is determined by law enforcement to be a hazard to the motoring public;
- (3) On property owned or operated by the town for longer than 24 hours; or
- (4) On private property without the consent of the owner, occupant or lessee, for longer than two hours.

JUNKED MOTOR VEHICLE. Any motor vehicle that does not display a current state license plate that:

- (1) Is partially dismantled or wrecked;
- (2) Cannot be self-propelled or moved in the manner in which it originally was intended to move. This includes dismantled truck trailers or truck bed boxes which were originally attached to a motorized vehicle; or
- (3) Is more than five years old and appears to be worth less than ~~\$100~~ \$500.

Section 2. Robbins Unified Development Ordinance Section 152.002, “Definitions,” is amended to add the following definitions of “enclosed building,” “junk,” and “junked motor vehicle”:

[The terms shall be added alphabetically to the existing list of terms.]

ENCLOSED BUILDING. A garage or other building that provides a complete enclosure (all sides of building enclosed) so that the contents of the building cannot be seen from a street or from adjacent property erected pursuant to the lawful issuance of a building permit and which has been constructed in accordance with all zoning and building code regulations.

JUNK. Old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber, debris, waste, or junked, dismantled or wrecked automobiles, or parts thereof, iron, steel, and other old or scrap ferrous or nonferrous material.

JUNKED MOTOR VEHICLE. Any motor vehicle that does not display a current state license plate that:

- (1) Is partially dismantled or wrecked;

(2) Cannot be self-propelled or moved in the manner in which it originally was intended to move. This includes dismantled truck trailers or truck bed boxes which were originally attached to a motorized vehicle; or

(3) Is more than five years old and appears to be worth less than \$500.

Section 3. Robbins Unified Development Ordinance Section 152.100, “Definitions,” is amended to add the following definitions of “consumer recycling collection center,” “junkyard,” “recycling operation,” and “salvage yard”:

[The terms shall be added alphabetically to the existing list of terms.]

CONSUMER RECYCLING COLLECTION CENTER. Facilities intended to serve as collection points for household recyclables and small amounts of recyclable materials generated by commercial uses, such as discarded paper and cardboard from offices.

JUNKYARD. An establishment or place of business which is maintained, operated, or used for storing, keeping, buying, or selling of junk, or for the maintenance or operation of an automobile graveyard. Any establishment or place of business storing five (5) or more junked motor vehicles outside of an enclosed building is a junkyard.

RECYCLING OPERATION. An establishment or place of business which is maintained, operated or used for collecting and recycling materials. Recycling operations include, but are not limited to, consumer recycling collection centers.

SALVAGE YARD. Any nonresidential property not otherwise regulated by this ordinance as a junkyard or recycling operation that is used for the storage, collection and/or recycling of any type of equipment, and including but not limited to vehicles, appliances and related machinery. For the limited purposes of the portion of this ordinance pertaining to “Floodways, Floodplains, Drainage and Erosion,” (i.e. § 152-230, et seq.), this definition includes junkyards and recycling operations.

Section 4. Robbins Unified Development Ordinance Section 152.100, “Definitions,” is further amended as follows:

~~**TEMPORARY VEHICLE STORAGE, ACCESSORY USE.** The storage area for an establishment or place of business that is maintained, used or operated for storing, parking, sales, repair and/or processing of inoperative, wrecked, towed and/or damaged vehicles located outside of an enclosed structure for less than 90 days.~~

TEMPORARY VEHICLE STORAGE, ACCESSORY USE. The storage area for an establishment or place of business that is maintained, used or operated for storing, parking, sales, repair and/or processing of inoperative, wrecked, towed and/or damaged vehicles located outside of an enclosed structure for less than 90 days. The storage area shall be customarily associated with but not limited to; motor vehicle sales or rental, installation of motor vehicle parts or accessories, motor vehicle repair and maintenance, motor vehicle painting and body

work, commercial garages, and automobile service stations. **VEHICLES** may include but not limited to motor vehicles, automobiles, trailers, trucks, tractor-trailer, boats, recreational vehicles, and motorcycles. This definition does not include junkyard, automobile salvage yard or automobiles graveyard operation. Staking, dismantling and/or disassembling vehicles in order to sell the parts is not permitted under this definition.

Section 5. Robbins Unified Development Ordinance Section 152.101, “Use of the Designations P, S, C,” is amended as follows:

(A) Subject to § 152.102 below, when used in connection with a particular use in the Table of Permissible Uses, which is available for inspection of the Office of the Town Clerk, the letter “P” means that the use is permitted in the indicated zone with a zoning permit issued by the Administrator. The letter “S” means a special use permit must be obtained from the Board of Adjustment, and the letter “C” means a conditional use permit must be obtained from the Board of Commissioners. A blank space in the Table of Permissible Uses means that a particular use is prohibited.

Section 6. Robbins Unified Development Ordinance Section 152.109, “Table of Permissible Uses,” as follows:

Use 25.0, “Landfills,” is amended to read as “Landfills, Junkyards, Recycling Operations, & Salvage Yards.” The following uses are added under Use 25.0:

25.14 Junkyard,

25.15 Recycling operation,

25.151 Consumer recycling collection center,

25.152 All other recycling operations, and

25.16 Salvage yard.

Recycling operations, including consumer recycling collection centers, are permitted with a conditional permit in the H-I, L-I and LD zoning districts. New Junkyards and salvage yards are prohibited in all zoning districts. Junkyards and salvage yards existing as of the effective date of this ordinance shall be allowed to remain in accordance with the provisions of this ordinance governing nonconformities and provided that existing junkyards and salvage yards are brought into compliance with Section 152.130 of this ordinance. The Table of Permissible Uses is amended accordingly and as depicted in the attached Exhibit A.

Section 7. The Robbins Unified Development Ordinance is amended to add a new Section 152.130, “Junkyards and Salvage Yards,” which reads as follows:

§ 152.130 JUNKYARDS AND SALVAGE YARDS.

(A) All junkyards and salvage yards existing as of the effective date of this ordinance¹ shall comply with the requirements of this section within two (2) years from the effective date of

¹ A footnote should be added to the final amendment that states its effective date, which will be the date the ordinance amendment is adopted by the Board of Commissioners.

the ordinance or shall be discontinued entirely. A failure to bring an existing junkyard or salvage yard into compliance within this section shall constitute a violation(s) of this ordinance and shall immediately void any and all lawful nonconforming status such uses may have under this ordinance.

(B) All portions of a junkyard or salvage yard not located inside an enclosed building shall be enclosed behind an opaque screen. Opaque screens may be one of the following:

(1) A wall or fence that meets the following requirements:

- (a) The wall or fence may not be made of chain link fencing, including chain link fencing interwoven with plastic strips or slats.
- (b) The wall or fence shall be at least six (6) feet high as measured from the finished grade on the outside of the fence or wall.

(2) An opaque screen of trees, shrubs or other woody plants that meets the following requirements:

- (a) A buffer yard of ten (10) feet shall be maintained along the entire perimeter of the storage area.
- (b) Minimum vegetation for the buffer yard shall be eight (8) large evergreen trees, ten (10) small evergreen trees and thirty-six (36) large evergreen shrubs per one hundred (100) linear feet of buffer or fraction thereof.
- (c) Trees must be at least six (6) feet tall at the time of planting.

(3) A combination of walls, fences and/or plantings meeting the requirements of subsections (1) and (2) above. If the requirements of subsections (1) and (2) are in conflict, the stricter requirements apply.

(C) The storage area shall not be visible from any adjacent property or public right-of-way. Stored items shall not project above required vegetation, and the vegetation shall be a complete visual barrier.

(D) Only one (1) entrance is permitted into the storage area. The entrance shall be less than eighteen (18) feet wide. A gate that is completely opaque and at least 8 feet in height (measure from the nearest adjacent grade) shall secure the entrance.

(E) The storage area shall be graded and surfaced with asphalt or concrete.

(F) For the purposes of this section, a carport does not constitute an acceptable screen, garage or enclosed building.

Section 8. The Robbins Unified Development Ordinance is amended to add a new Section 152.131, "Recycling Operations," which reads as follows:

§ 152.131 RECYCLING OPERATIONS.

(A) Except for consumer recycling collection centers and recycling operations accessory to a principle use, all recycling operations shall be conducted entirely within an enclosed building.

(B) Recycling operations are permitted subject to the following requirements:

(1) All aspects of the recycling operation, except the movement of delivery trucks on and off the site, shall be conducted entirely within an enclosed building. Further, nothing related to the operation, including but not limited to recyclable materials, waste and scrap materials, fluids, and chemicals, may be stored outside. All such items shall be stored within a fully enclosed building;

(2) These facilities may accept materials for recycling that have a commercial value, including but not limited to junked motor vehicles, scrap metal and other items typically sent to salvage yards and junkyards. These facilities shall not accept any construction and demolition debris that cannot and will not be recycled, wood debris or other materials suitable for a land-clearing and inert debris landfill, or hazardous wastes;

(3) Materials may be collected for onsite recycling or for shipping to an off-premises location;

(4) All fluids, chemicals, parts or other components that are removed onsite shall be processed and disposed of in strict compliance with applicable federal, State and local laws; and

(5) In addition to the noise and other performance standards established in this ordinance and elsewhere in the Code of Ordinances, no facility shall produce noises that can be heard by persons of ordinary hearing and sensitivity standing at the property line of the lot upon which the recycling operation is located.

(6) The storage area shall be graded and surfaced with asphalt or concrete.

(C) Recycling operations accessory to a principal use. This use is intended to allow businesses that generate large amounts of recyclable materials to process the materials onsite and/or prepare them for shipping elsewhere. An example of this use would be a cardboard breakdown area located behind a grocery store. These operations are subject to the following requirements:

(1) All materials recycled shall be generated exclusively by the principal onsite use. No off-site materials may be accepted or processed;

(2) The storage area shall be graded and surfaced with asphalt or concrete; and

(3) The recycling operation shall be fully screened in the same manner as dumpsters in accordance with § 152.217, "Sites for Screening of Dumpsters."

(D) Consumer recycling collection centers. These operations are subject to the following requirements:

(1) The facility shall serve solely as a collection and transfer station. No processing of recyclable materials may occur onsite;

(2) No tipping fee or other fees may be charged for the collection of recyclable materials. However, a private solid waste company or local government may limit access to the facility to those persons for whom the company or government provides solid waste and recycling services; and

(3) The storage area shall be graded and surfaced with asphalt or concrete

Section 9. All provisions of any town ordinance or resolution in conflict with this ordinance are repealed.

Section 10. This ordinance shall become effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly adopted this ____ day of _____, 2016.

Ayes: _____

Noes: _____

Absent or Excused: _____

Lonnie B. English, Mayor

ATTEST:

Matt Shuster, Town Clerk

STATEMENT OF LAND USE PLAN CONSISTENCY

WHEREAS, amendments to the text of Chapter 152, Unified Development Ordinance of the Code of Ordinances of the Town of Robbins has been proposed, which amendment is identified as follows: **An Ordinance Amending the Town of Robbins Code of Ordinances Unified Development Ordinance (UDO) with Junk Yards, Salvage Yards, and Recycling Operations.**

NOW THEREFORE, the Board of Commissioners of the Town of Robbins resolves as follows:

Section 1. The Board of Commissioners concludes that the above described amendment is consistent with the Town of Robbins 2014 Master Plan based on the following:

1. The Master Plan emphasizes the elimination and prevention of blight as “crucial” and the necessity of getting rid of the eye sores in town,
2. The Master Plan encourages revitalization and scenic beautification, and

Section 2. The Town Board concludes that the above described amendment is reasonable and in the public interest as it promotes the continued revitalization of the Town of Robbins, expanding its presence beyond its borders and in the region.

Section 3. The Planning Board makes the following additional findings:

_____.

This statement adopted the _____ day of _____, 2018.

Mayor, Town of Robbins

Date

Debbie Dagget, Town Clerk

Title & Subject: An Ordinance Amending the UDO to remove the planning fee schedule form the unified zoning Development Ordinance and to Establish Conditional Zoning.

Town of Robbins

Briefing Sheet

Lead Department: Town Manager Action Officer: David Lambert

Subject: General Penalty Amendment of Code of Ordinances

Briefing: 5/21/18 Public Hearing: 6/14/18 Action:

Executive Summary and Background Information:

This was authorized to be drafted at the May 2018 Regular Board Meeting. On May 18, 2018 the Planning Board voted to favorably to recommend these amendments to the Code of Ordinances.

In North Carolina it is illegal to impose conditions on rezoning to conventional zoning districts. However, this can be done if either conditional use district rezoning or conditional zoning is used. Staff has proposed this new zoning for Robbins in order to meet potential for redevelopment of lands, particularly the old mill site property being cleaned up by the Brownfield Grant. Robbins has not experienced a lot of growth and to better reflect the needs of Robbins the Planned Unified Development Ordinance would need to be rewritten and updated. At this point, we do not have clear direction on general conditions and regulations to put in place for these planned development areas. Conditional Zoning would allow a property owner and the town to agree on conditions for a project and property on a case by case basis.

This would also create more efficient processes for rezoning and conditional uses as it would eliminate the need for both a legislative and a quasi-helical hearing. All of the decisions could be done at one time, and would be done by agreement with the Town and Landowner.

Conditional use district zoning is involved when a landowner requests that property be placed in a new zoning district that has no permitted uses, only special or conditional uses. The standard practice in North Carolina cities and counties using conditional zoning is to amend the ordinance text to create a set of conditional zoning districts to correspond with each conventional zoning district. However, rather than requiring that all uses secure a conditional use permit, as is done with conditional use district zoning, individualized conditions and site plan provisions are incorporated (usually by reference) into the zoning district requirements. In most instances, the provisions in the conditional district are more stringent than those in the corresponding conventional districts. The conditional district may, for example, have a much narrower list of permitted uses and may increase the buffering requirements to provide additional protection to neighboring uses. In the absence of a local ordinance provision to the contrary, it is legally permissible to tailor standards that are less restrictive than those in the corresponding conventional district.

According to David Owens from the School of Government, " While the North Carolina courts have consistently held site specific conditional zoning cases to be legislative, it is important to note that virtually all of these rezonings constitute spot zoning. As such, the presumption of validity usually accorded legislative zoning decisions is removed and the burden is on the local government to establish a reasonable basis for the rezoning."¹

Attachments:

Not Applicable
Resolution

Staff Recommendation:

¹ <https://www.sog.unc.edu/resources/legal-summaries/conditional-zoning>

Resource Impact:

Financial impact: Minimal

Public Information Plan:

<input checked="" type="checkbox"/>	Public Hearing (Required by GS)	<input type="checkbox"/>	Public Hearing (Not Required by GS)
<input checked="" type="checkbox"/>	Newspaper Notice (Required by GS)	<input type="checkbox"/>	Newspaper Notice (Not Required by GS)
<input type="checkbox"/>	Public Forum/Input Session	<input type="checkbox"/>	Press Release
<input type="checkbox"/>	Social Media (Twitter, Facebook, etc.)	<input checked="" type="checkbox"/>	Website Update
<input type="checkbox"/>	Special Mailing	<input type="checkbox"/>	Banners Posted
<input type="checkbox"/>	Flyers Posted	<input type="checkbox"/>	None Required

Other:

**AN ORDINANCE AMENDING THE ROBBINS UNIFIED DEVELOPMENT
ORDINANCE TO REMOVE THE PLANNING FEE SCHEDULE FROM THE UNIFIED
DEVELOPMENT ORDINANCE AND TO ESTABLISH CONDITIONAL ZONING**

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF
ROBBINS THE FOLLOWING:

Section 1. The term “Land Use Administrator” is hereby add to Robbins Unified Development Ordinance Section 152.002, “Definitions,” and reads as follows:

[Kennel]

LAND USE ADMINISTRATOR. Except as otherwise specifically provided in this ordinance primary responsibility for administering the Robbins Land Use Ordinance shall be assigned by the Town Manager to one or more individuals, and this individual or individuals shall be referred to herein as the “Land Use Administrator” or “Administrator.” The terms “staff” and “Planner” are sometimes used interchangeably with the term “Administrator.”

[Litter]

Section 2. Robbins Unified Development Ordinance subsection 152.029(N), Planning Fee Schedule,” is hereby repealed, and the fee schedule set forth therein is hereby incorporated into the Town of Robbins general fee schedule.

Section 3. Robbins Unified Development Ordinance Section 152.030, “Conditional Use District Rezoning,” is hereby repealed.

Section 4. A new Robbins Unified Development Ordinance Section 152.030,” Conditional Zoning,” is adopted and reads as follows:

§ 152.030 CONDITIONAL ZONING.

(A) *Application procedures.*

(1) Property may only be rezoned to a conditional zoning district in response to and consistent with a petition submitted by the owners of all of the property to be included in the district. A petition for conditional zoning must include a site plan that complies with the requirements of this code and a master plan that specifies any proposed rules, regulations, and conditions and any proposed ordinances that will govern the development and use of the property in conjunction with the requirements of this code and/or in lieu of specified portions of this code.

(2) The Board of Commissioners may allow less information or require more information to be submitted according to the needs of a particular application, but the applicant may rely in the first instance on the recommendations of the Administrator as to whether more or less information than that set forth in this section should be submitted.

(3) In the course of evaluating the proposed use, the Administrator, Planning Board, or Board of Commissioners may request additional information from the applicant. This information may include the following:

- (a) Proposed number and general location of all structures;
- (b) Proposed screening, buffers and landscaping over and above that required by these regulations, as well as proposed treatment of any existing natural features;
- (c) Existing and approximate topography, if available, at four-foot contour intervals or less;
- (d) Scale of buildings relative to abutting property;
- (e) Height of structures;
- (f) Exterior features of proposed development;
- (g) Proposed number and location of signs; and
- (h) Any other information needed to demonstrate compliance with this code.

(4) The site plan and any supporting text shall constitute part of the petition for all purposes under this section.

(5) The Administrator or his or her designee may require the petitioner to submit more than one copy of the petition and site plan in order to have enough copies available to circulate to other town departments or other government agencies for review and comment.

(B) *Required Community Meeting Before Public Hearing.*

(1) Before a public hearing may be held on a petition for a conditional zoning district, the petitioner must file with the Land Use Administrator a written report of at least one community meeting held by the petitioner. The report shall include, among other things, a listing of those persons and organizations contacted about the meeting and the manner and date of contact, the date, time and location of the meeting, a roster of the persons in attendance at the meeting, a summary of issues discussed at the meeting, and a description of any changes to the rezoning petition made by the petitioner as a result of the meeting.

(2) At a minimum, notice of the meeting shall be given to the same property owners that are entitled to first class mail notification of the public hearing on the conditional zoning district application per G.S. § 160A-384.

(3) In the event the petitioner has not held at least one meeting pursuant to this section, the petitioner shall file a report documenting efforts that were made to arrange such a meeting and stating the reasons such a meeting was not held.

(4) The adequacy of a meeting held or report filed pursuant to this section shall be considered by the Board of Commissioners but shall not be subject to judicial review.

(C) *Approval of Conditional Zoning District.*

(1) Conditional zoning district decisions are a legislative process subject to judicial review using the same procedures and standard of review as apply to general use district zoning decisions.

(2) Written statements received by Town Staff prior to a public hearing for a text or map amendment shall be provided to the Board of Commissioners to the extent permitted by G.S. § 160A-385.

(D) *Conditions on Approval of Petition.*

(1) In approving a petition for the reclassification of property to a conditional zoning district, the Planning Board may recommend and the Board of Commissioners may request that reasonable and appropriate conditions be attached to approval of the petition.

(2) Conditions and site-specific standards shall be limited to those that address the conformance of the development and use of the site to town ordinances and all relevant officially adopted plans. Conditions and site-specific standards may also address the impacts reasonably expected to be generated by the development or use of the site. Any such conditions should relate to the relationship of the proposed use to surrounding property, proposed support facilities such as parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, storm water drainage, the provision of open space, and other matters that the Board of Commissioners may find appropriate or the petitioner may propose. Such conditions to approval of the petition may include dedication to the town, county or State, as appropriate, of any rights-of-way or easements for streets, water, sewer, or other public utilities necessary to serve the proposed development. The Board of Commissioners may approve conditions that vary, lower or impose higher standards than those that would ordinarily apply were the property at issue rezoned to something other than a conditional zoning district.

(3) The petitioner shall have a reasonable opportunity to consider and respond to any such conditions prior to final action by the Board of Commissioners. Only those conditions mutually approved by the Board of Commissioners and the petitioner may be incorporated into the petition.

(E) *Effect of Approval.*

(1) If a petition for conditional zoning is approved, the development and use of the property shall be governed by the predetermined ordinance requirements applicable to the district's category, the approved site plan for the district, and any additional approved rules, regulations, and conditions, all of which shall constitute the zoning regulations for the approved

district and are binding on the property as an amendment to these regulations and to the town Zoning Map.

(2) If a petition is approved, the petitioner shall comply with all requirements of the Town of Robbins Code of Ordinances, including those for obtaining a building permit and certificate of occupancy. Only those uses and structures indicated in the approved petition and site plan shall be allowed on the subject property.

(3) Following the approval of the petition for a conditional zoning district, the subject property shall be identified on the town Zoning Map by the appropriate district designation. A parallel conditional zoning shall be identified by the same designation as the underlying general district followed by the letters "CZ" (for example a Thoroughfare Business District subject to Conditional Zoning would be designated as "TBD-CZ").

(4) Town staff shall create an index of all Conditional Zoning Districts, which shall be updated regularly and shall be made available for public inspection.

(F) *Modification of Approval.*

(1) Changes to an approved petition for conditional zoning or to the conditions attached to an approved petition for conditional zoning shall be treated the same as amendments to the text of this ordinance or to the official Zoning Map and shall be processed in accordance with the requirements of this article. Notwithstanding the foregoing, the Town Board may, as part of the conditions imposed on the conditional district, include a list of modifications that may be approved by the Land Use Administrator or other appropriate town staff without further review by the Board of Commissioners.

Section 5. A new Robbins Unified Development Ordinance Section 152.086, "Conditional Zoning Districts," is adopted and reads as follows:

§ 152.086 CONDITIONAL ZONING DISTRICTS.

(A) For each general zoning district, there is hereby established a parallel conditional zoning district. In a conditional zoning district the standards and permitted uses applicable to the parallel general use district may be varied in accordance with the provisions of section 152.030 of this code.

(B) Following the approval of the petition for a conditional zoning district, the subject property shall be identified on the town Zoning Map by the appropriate district designation. A parallel conditional zoning shall be identified by the same designation as the underlying general district followed by the letters "CZ" (for example a Thoroughfare Business District subject to Conditional Zoning would be designated as "TBD-CZ"). Additionally, conditional zoning may also be applied to PUD districts.

Section 6. The table of contents, outlined in Chapter 152 of this code, shall be amended to reflect the amendments set forth herein.

Section 7. All provisions of any town ordinance or resolution in conflict with this ordinance are repealed.

Section 8. This ordinance shall become effective upon adoption by the Board of Commissioners.

The foregoing ordinance, having been submitted to a vote, and having received the following votes, was duly adopted this _____ day of June, 2018.

Ayes: _____

Noes: _____

Absent or Excused: _____

Lonnie English, Mayor

Attest:

Debbie Daggett, Town Clerk

STATEMENT OF LAND USE PLAN CONSISTENCY

WHEREAS, amendments to the text of Chapter 152, Unified Development Ordinance of the Code of Ordinances of the Town of Robbins has been proposed, which amendment is identified as follows: **An Ordinance Amending the Town of Robbins Code of Ordinances Unified Development Ordinance (UDO) to Establish Conditional Zoning.**

NOW THEREFORE, the Board of Commissioners of the Town of Robbins resolves as follows:

Section 1. The Board of Commissioners concludes that the above described amendment is consistent with the Town of Robbins 2014 Master Plan based on the following:

1. The Master Plan speaks to providing a common theme and architectural style for buildings and improvements with the Town Center, Development of residential neighborhoods adjacent to the Town Center, promotion of locations for Planned Development and the mixture of uses and function.

Section 2. The Town Board concludes that the above described amendment is reasonable and in the public interest as it promotes the continued revitalization of the Town of Robbins, expanding its presence beyond its borders and in the region.

Section 3. The Planning Board makes the following additional findings:

This statement adopted the _____ day of _____, 2018.

Mayor, Town of Robbins

Date

Debbie Dagget, Town Clerk

Town of Robbins

Briefing Sheet

Lead Department: Town Manager Action Officer: David Lambert

Subject: General Penalty Amendment of Code of Ordinances

Briefing: 5/21/18 Public Hearing: 6/14/18 Action:

Executive Summary and Background Information:

The ordinance amending the General Penalty section of the Robbins Code of Ordinance was authorized to be drafted at the May 2018 Regular Board Meeting. On May 18, 2018 the Planning Board voted to favorably to recommend these amendments to the Code of Ordinances.

This amendment creates flexibility in civil penalties based on a series of factors. The current code says that the offender is subject to a civil penalty of \$50 per violation. Under these amendments the officer will weigh the following:

- Whether the violation poses or could pose a threat to public safety or private property
- The duration and gravity of the violation
- The cost of rectifying the damage
- The amount of money saved by noncompliance
- Whether the violation was committed willfully or intentionally, negligently or as the result of an unforeseeable accident
- Whether the violator properly ceased the violation and took reasonable steps to limit or correct damage.
- The prior record of the violator in complying or failing to comply with the provisions of this code
- The cost of the Town of the enforcement procedures
- The scope and scale of the project where the violation occurs
- Whether the civil penalty is levied for a single day’s violation or a single event whether it is levied on the daily basis for a continuing violation, as authorized under Section 10.99(E).

Depending on the potential of harm and the extent of deviation from the code the fine could range from \$50.00 to \$200, but immediate or severe threats to the public health may be assessed at a higher penalty than \$200.00.

Attachments:

Not Applicable

Resolution

Staff Recommendation:

Approve Resolution.

Meeting Perspectives and Goals:

Serve The Community	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Provide a Safe Community Deliver Quality Services Foster a Healthy Community
Run the Operations	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Enhance Community Preparedness and Responsiveness Maximize Partnership Opportunities Provide Courteous & Responsive Customer Service Model a Positive Town Image Deliver Efficient Services Cultivate Community Involvement and Access

Manage the Resources	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Maintain Fiscal Strength Maximize Utilization and Resources Invest in Infrastructure
Develop Personnel	<input type="checkbox"/> <input type="checkbox"/>	Develop a Skilled and Diverse Workforce Create a Positive and Rewarding Work Culture

Resource Impact:

Financial impact: Minimal

Public Information Plan:

<input checked="" type="checkbox"/>	Public Hearing (Required by GS)	<input type="checkbox"/>	Public Hearing (Not Required by GS)
<input checked="" type="checkbox"/>	Newspaper Notice (Required by GS)	<input type="checkbox"/>	Newspaper Notice (Not Required by GS)
<input type="checkbox"/>	Public Forum/Input Session	<input type="checkbox"/>	Press Release
<input type="checkbox"/>	Social Media (Twitter, Facebook, etc.)	<input checked="" type="checkbox"/>	Website Update
<input type="checkbox"/>	Special Mailing	<input type="checkbox"/>	Banners Posted
<input type="checkbox"/>	Flyers Posted	<input type="checkbox"/>	None Required

Other:

**AN ORDINANCE AMENDING THE GENERAL PENALTY SECTION OF THE
ROBBINS CODE OF ORDINANCES**

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF ROBBINS THE FOLLOWING:

Section 1. Robbins Code of Ordinances Section 10.99, "General Penalty," is amended as follows:

§ 10.99 GENERAL PENALTY.

Except as otherwise provided in this code:

(A) In accordance with G.S. § 14-4:

(1) A violation of an ordinance regulating the operation or parking of vehicles shall be an infraction and shall subject the offender to a criminal penalty of not more than \$50; and

(2) Violation of any of the following provisions of this code shall be a Class 3 misdemeanor and shall subject the offender to a criminal fine of not more than \$500.:

- (a) Chapter 91, "Streets and Sidewalks,"
- (b) Chapter 93, "Animal Control,"
- (c) Chapter 115, "Farmers Day,"
- (d) Chapter 130, "Miscellaneous Offenses,"
- (e) Chapter 131, "Littering," and
- (f) Chapter 132, "Graffiti Control."

A violation of any other provision of this code shall not be not be a Class 3 misdemeanor and shall not be subject to a criminal fine.

~~(B) — A violation of any of the provisions of this code shall subject the offender to a civil penalty of \$50 per violation.~~

(B) A violation of any of the provisions of this code shall subject the offender to a civil penalty in an amount to be determined in accordance with the following standards:

(1) In determining the amount of the civil penalty assessment, the following factors shall be considered and the decision levying a civil penalty shall cite those factors deemed applicable:

- (a) Whether the violation poses or could pose a threat to the public health or to private property;
- (b) The duration and gravity of the violation;
- (c) The cost of rectifying the damage;
- (d) The amount of money saved by noncompliance;

- (e) Whether the violation was committed willfully or intentionally, negligently, or as the result of an unforeseeable or unavoidable accident;
- (f) Whether the violator promptly ceased the violation upon notice by the Town and took whatever steps were reasonably possible to limit or correct any damage caused by the violation;
- (g) The prior record of the violator in complying or failing to comply with the provisions of this code or any of its requirements, including violations of any conditions and safeguards established in connection with the issuance of variances, special use permits, conditional use permits, or conditional zoning districts;
- (h) The cost to the Town of the enforcement procedures;
- (i) The scope and scale of the project where the violation occurs; and
- (j) Whether the civil penalty is levied for a single day's violation or a single event or whether it is levied on a daily basis for a continuing violation, as authorized under Section 10.99(E). Civil penalties levied on a daily basis may cumulatively exceed the \$200.00 cap set forth in this subsection;

(2) Using the factors listed above, the official enforcing this ordinance shall determine to what extent the violation deviates from the requirements of this code and what potential for harm the violation poses. The following chart shall be used to calculate the penalty to be assessed for a single event and for each day of a continuing violation:

		EXTENT OF DEVIATION FROM CODE		
		Minor	Moderate	Major
POTENTIAL FOR HARM	Minor	\$50	\$50	\$75
	Moderate	\$75	\$100	\$125
	Major*	\$150	\$175	\$200

*Violations that pose immediate or severe threats to the public health or to private property (i.e. threats that pose a greater than major potential for harm) may be assessed a higher penalty than \$200.00 for a single event and/or for daily penalties.

(C) If a person fails to pay this penalty within ten days after being cited for a violation, the town may seek to recover the penalty by filing a civil action in the nature of debt.

(D) The town may seek to enforce this code through any appropriate equitable action, including injunctions and orders of abatement.

(E) Each day that a violation continues after the offender has been notified of the violation shall constitute a separate offense.

(F) The town may seek to enforce this chapter by using any one or a combination of the foregoing remedies.

Section 2. All provisions of any town ordinance or resolution in conflict with this ordinance are repealed.

Section 3. This ordinance shall become effective upon adoption by the Board of Commissioners.

The foregoing ordinance, having been submitted to a vote, and having received the following votes, was duly adopted this _____ day of May, 2018.

Ayes: _____

Noes: _____

Absent or Excused: _____

Lonnie English, Mayor

Attest:

Debbie Daggett, Town Clerk

STATEMENT OF LAND USE PLAN CONSISTENCY

WHEREAS, amendments to the text of Chapter 152, Unified Development Ordinance of the Code of Ordinances of the Town of Robbins has been proposed, which amendment is identified as follows: **An Ordinance Amending the Town of Robbins Code of Ordinances Unified Development Ordinance (UDO) with General Penalties:**

NOW THEREFORE, the Board of Commissioners of the Town of Robbins resolves as follows:

Section 1. The Board of Commissioners concludes that the above described amendment is consistent with the Town of Robbins 2014 Master Plan based on the following:

1. The Master Plan speaks to expansion of high density housing, creating a variety of housing types, and increasing the scenic beauty of the area.
2. The Master Plan emphasizes the elimination and prevention of blight as “crucial” and the necessity of getting rid of the eye sores in town,
3. Flexibility in code enforcement penalties options could provide property owners who are not motivated to clean up their properties under the current fee structure, and

Section 2. The Town Board concludes that the above described amendment is reasonable and in the public interest as it promotes the continued revitalization of the Town of Robbins, expanding its presence beyond its borders and in the region.

Section 3. The Planning Board makes the following additional findings:

_____.

This statement adopted the _____ day of _____, 2018.

Mayor, Town of Robbins

Date

Debbie Dagget, Town Clerk

**AN ORDINANCE AMENDING THE TOWN OF ROBBINS CODE OF ORDINANCES UNIFIED
DEVELOPMENT ORDINANCE WITH REGARD TO THEATERS**

WHEREAS, the Town of Robbins has determined that revitalization of the downtown is critical to success of the town;

WHEREAS, the theater renovation project is an important part of this revitalization effort;

WHEREAS, the Unified Development Ordinance does not allow theaters as a permissible use in any zoning district in the Town of Robbins.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF ROBBINS THE FOLLOWING:

Section 1. Amend §152.100 of the Unified Development Ordinance to alphabetically insert the following definition.

THEATER: A structure less than 10,000 square feet in size used for dramatic, operatic, motion pictures, or other performance for which entrance money may or may not be received (could add “no meals served” and “no audience participation”).

Section 2. Amend §152.123 of the Unified Development Ordinance such that the title, “SPECIAL EVENTS” reads “SPECIAL EVENTS AND THEATERS.”

Section 3. Add §152.123(D) to the Unified Development Ordinance.

In the event that a theater land use proposes activities to occur outside of a building, a special events permit may be required if the Zoning Administrator determines that increased impacts to nearby commercial and residential properties could occur due to noise, litter or traffic.

Section 4. Amend §152.088 of the Unified Development Ordinance to include Theaters as a Conditional Use in the CBD District as shown in Attachment A.

Section 5. All provisions of any town ordinance or resolution in conflict with this ordinance are repealed.

Section 6. This ordinance shall become effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly adopted this _____ day of _____, 2018.

Ayes: _____

Noes: _____

Absent or Excused: _____

Dated: _____

Lonnie English, Mayor

Attest:

Debbie Daggett, Town Clerk

STATEMENT OF LAND USE PLAN CONSISTENCY

WHEREAS, amendments to the text of Chapter 152, Unified Development Ordinance of the Code of Ordinances of the Town of Robbins has been proposed, which amendment is identified as follows: **An Ordinance Amending the Town of Robbins Code of Ordinances Unified Development Ordinance (UDO) with Regard to Theaters;**

NOW THEREFORE, the Board of Commissioners of the Town of Robbins resolves as follows:

Section 1. The Board of Commissioners concludes that the above described amendment is consistent with the Town of Robbins 2014 Master Plan based on the following:

1. The Master Plan speaks to the revitalization of the downtown area, promotion of cultural activities and resources, economic development, and specifically mentions the ongoing theater restoration project. Amendment of the UDO language to allow for the use of theaters in the central business district is essential for implementation of the Master Plan and actual resumption of the theater use.
2. A theater land use will promote pedestrian traffic, bring visitors to Robbins, provide for job creation and encourage others to contribute to revitalization of the town.

Section 2. The Board of Commissioners concludes that the above described amendment is reasonable and in the public interest as it promotes the continued revitalization of the Town of Robbins, expanding its presence beyond its borders and in the region.

Section 3. The Board of Commissioners makes the following additional findings:

_____.

This statement adopted the _____ day of _____, 2018.

Lonnie English, Mayor

Date

<i>Table of Permissible Uses</i>														
<i>Zoning Districts</i>		<i>RA-40</i>	<i>RA-20</i>	<i>R-20</i>	<i>R-10</i>	<i>R-8</i>	<i>CBD</i>	<i>TBD</i>	<i>O-1</i>	<i>NBD</i>	<i>H-1</i>	<i>L-1</i>	<i>WP</i>	<i>LD</i>
5.0	RECREATION, AMUSEMENT, ENTERTAINMENT													
5.1	<i>Activity conducted entirely within</i>													
	5.11 <i>Game rooms, except electronic gaming operations</i>						S	S	S	S		S		
	5.12 <i>Billiard and pool halls</i>						S	S	S	S		S		
	5.13 <i>Electronic Gaming Operations</i>							C				C		
	5.14 <i>Movie Theaters (<1000 SF)</i>						<u>C</u>							
	5.15 <i>Coliseums, stadiums and all other facilities listed in the 5.1 classification designed to accommodate or seat +500</i>						C	C	C	C		C		
5.2	<i>Activity conducted primarily outside</i>													
	5.21 <i>Privately owned outdoor recreational facilities such as golf and country clubs, tennis and swim clubs, and the like, not constructed on conjunction with a residential development</i>	S	S		S	S	S			S				
	5.22 <i>Public owned outdoor recreational uses not constructed pursuant to a permit authorizing school construction</i>	C	C		C	C	C		C	C		C		
	5.23 <i>Golf driving range</i>	S	S					S	S					
	5.24 <i>Horseback riding stables</i>	S	S											
	5.25 <i>Automobile and motorcycle racing track</i>	S	S					S	S					

Attachment A

	5.26	<i>Drive in movie theaters</i>							<i>S</i>	<i>S</i>				
	5.27	<i>Recurring special events (see 152.128)</i>							<i>C</i>				<i>C</i>	



MEMORANDUM TO THE BOARD of COMMISSIONERS

FROM: David Lambert
DATE: April 2018 Planning Board Meeting
SUBJECT: Game Room Fun N Fish LLC.

Request:

Fun N Fish LLC., is requesting a Special Use Permit for Game Room/Sweepstakes Use at 13045 NC Hwy 24 27 Suite A, Eagle Springs. The parcel ID 00010065 which is on a 0.75 acre and owned by RREFII STNC Sig, LLC as identified in the Moore County Tax Records. The land is currently zoned TBD.

Luv Amin has submitted the application as an agent for the company.

Background:

- Current land use- Property is a vacant. It was formerly Subway Restaurant.
- Adjacent land uses- Include a gas station and Domino's Pizza.

Required Findings:

The Board of Commissioners shall determine whether the application complies with all requirements of the Unified Development Ordinance. (Sec. 152.045(L)). If the Board concludes that all ordinance requirements have been met, it shall issue the requested permit, unless it finds that one of the following applies:

1. The use will materially endanger the public health or safety or
2. The use will substantially injure the value of adjoining or abutting property.

The Board may deny the permit if either of these criteria apply. (Sec. 152.045(I)(4) and (L)(3)). Additionally, the Board may approve the permit with reasonable conditions, if it determines that such conditions are necessary to ensure that project,

1. Will not endanger the public health or safety,
2. Will not injure the value of adjoining or abutting property values,
3. Will be in harmony with the area in which it is located, or
4. Will be in conformity with the official Robbins Zoning Map, land use plan, thoroughfare plan, or other plans adopted by the Board of Commissioners. (sec. 152.045(N)(1))

Application Review Comments and Recommendations:

The proposed site plan meets all Unified Development Ordinance requirements.

Note:

This application is solely to determine whether the use of the property is appropriate in its location and whether the required findings are met. There are separate rules that apply specifically to the operation of game rooms in Robbins (See Attachment). These rules or provisions are governed separately from the land use question before the Planning Board.

Recommendations:

Town Manager (Zoning Administrator) recommends the Board of Commissioners make the following motion:

Motion: I move to endorse the Robbins Board of Commissioners to approve/deny the Special Use permit for the use of a Game Room on 13045 NC Highway 24 27 Suite A, Par ID #00010065 located in Robbins, NC, owned by RREFII ST – NC Sig, LLC., as identified in the Moore County Tax Records and the Special Use Application.



Figure 1 Overview of Area



Figure 2 Neighboring Property



Figure 3 Location of Game Room

Attachments:

- Photos of Property
- Land Use Map
- Special Use Permit Application

STATEMENT OF JUSTIFICATION:

A. The establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare:

Establishments similar to this business have actually increased traffic on quiet streets such as this one and many people in a small town like Robbins travel very far to play in a gameroom like this. There is no smoking or drinking and many people occupy the building at once which deter^{ms} crim

B. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted:

The only other business near us is a gas station and the dominos next to us and we as a gameroom have pizza nights and will frequently be customers of dominos. Our customers will also utilize their needs by making purch

C. The establishment of the special use will be in harmony with the area in which it is to be located and will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district:

The establishment of the special use will absolutely be in harmony with surrounding businesses and will actually help improve their businesses as well. The normal and orderly development will also not be disturbed in any way. Statio

D. The exterior architectural appeal and function plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district as to cause substantial depreciation in the property values within the neighborhood:

There will be no physical alterations on the exterior of the building and any interior alterations will be kept to a minimum. Property values shall not be negatively altered due to this business.

E. Adequate utilities, access road, drainage and/or necessary facilities have or are being provided:

The business is an active building and all necessary facilities are already established.

F. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets:

The parking lot for the business is sufficient enough to support many cars and typically the peak hours of the business will never have more than 8-10 ppl occupying at one time which prevents congestion

G. The special use will be in general conformity with the land-use plan, thoroughfare plan, or other plan specifically adopted by the Town:

The business shall follow any provisions set forth by the Chapter III Gameroom section which includes times of operation and the prohibition of smoking and drinking inside the premises.

H. The special use in all other respects, conforms to the applicable regulations of the district in which it is located:

The special use business will conform to any regulations of the district that are allowed or shall be instated.

Acceptance of this application does not imply approval of the request. I realize that this application may be denied or that conditions may be attached to this request to assure compliance with applicable Zoning Code Requirements.

Applicant's Signature

02-16-2018

Date

Please Contact Stephen Dahlem @ 336-675-0434

02-16-2018

Date

Property Owner's Signature

Permission has been obtained by landlord for Gameroom/Sweepstakes use



MOORE COUNTY

Thursday, March 15, 2018 by Moore County GIS Department

Ownership Data

Pin: 862004825431
 Parcel Id: 00010065
 Owner Name: RREFII ST-NC SIG, LLC
 Tax Address: 7000 CENTRAL PKWY NE STE 700
 ATLANTA, GA,30328
 Deed/Bk Page: 4417 / 238
 Trans Date: 11/5/2014
 Sale Amt: \$225,000.00
 Accessed Acres: 0.7500
 Cal. Acreage: 0.7490

Location Data

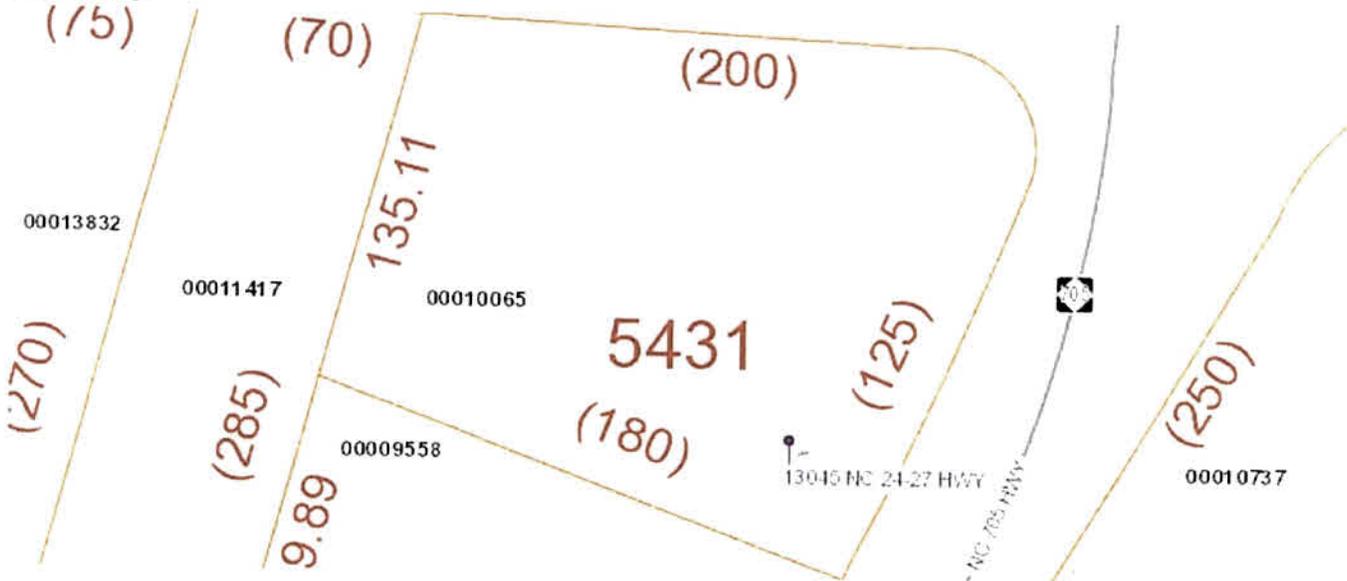
City Code: RB
 Fire District: T
 Watershed: N/A
 Class Code: CI
 Land Use Type: C25
 Zoning: TBD
 NBHD#: 102
 Property Desc.: WILLIAMS LOT 8

Assessment Summary/ Rates Per \$100 Value

Values

Land Value: \$24,500.00
 Assessed Value: \$231,310.00
 Bldg Imp Value: \$206,810.00

Parcel Map



Moore County GIS Disclaimer

All the information contained on this media is prepared for the inventory of real property found within Moore. All data is compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. Information contained herein was created for the County's internal use. MOORECOUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES MAKE NO WARRANTY AS TO THE CORRECTNESS OR ACCURACY OF THE INFORMATION SET FORTH ON THIS MEDIA WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Any resale of this data is strictly prohibited in accordance with North Carolina General Statutes 132-10. Grid is based on North Carolina State Plane Coordinate System NAD83 (feet).

NEW BUSINESS



THE WOOTEN COMPANY

120 N. Boylan Avenue, Raleigh, NC 27603

LETTER OF TRANSMITTAL

	DATE 5/25/2018	JOB NO.
TO: Town of Robbins	RE:	
P.O. Box 296	ATTENTION:	
Robbins, NC	David Lambert	
	Town Manager	

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

COPIES	DATE	NO.	DESCRIPTION
3			Engineering Services Agreement for the 2018 Water System Improvements project

THESE ARE TRANSMITTED as checked below:

- | | | |
|--------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> For Approval | <input type="checkbox"/> Reviewed | <input type="checkbox"/> Revise and resubmit |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Rejected | <input type="checkbox"/> Submit _____ copies for distribution |
| <input checked="" type="checkbox"/> As Requested | <input type="checkbox"/> Corrected | <input type="checkbox"/> Return _____ corrected print |
| <input type="checkbox"/> For Review and comment | <input type="checkbox"/> _____ | |
| <input type="checkbox"/> FOR BIDS DUE [] | <input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US | |

REMARKS: **David, attached for your review and approval are three copies of the Engineering Services Agreement for the above reference project. Once executed by the Town, please retain one copy for your files and return the other two back to our Winston-Salem office. Thank you!**

SIGNED: *Susan Petry*
Susan Petry
Executive Administrative Assistant

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

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

Town of Robbins _____ (“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: 2018 Water System Improvements _____ (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Engineering Services will include preparation of an Engineering Report and Environmental Document as required by the funding agency, survey, design services, bidding and negotiating and construction observation services, _____ (“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: Approximately eighteen (18) months, but no later than Schedule provided in Letter of Intent to Fund. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- 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—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:
 - 1. A Lump Sum amount of **\$ 45,900.00**.
 - B. 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.

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

- A. 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 1.
 - 3. The total compensation for Services and reimbursable expenses is estimated to be **\$ 24,100.00**.

2.04 *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 1.

2.05 *Fee Summary*

Description	Payment Method	Fee
Preliminary Design	Lump Sum	\$14,000.00
Final Design	Lump Sum	\$21,900.00
Design & Property Survey	Hourly Rate	\$5,500.00
Bidding Services	Lump Sum	\$5,000.00
Construction Administration	Hourly Rate	\$12,000.00
Construction Observation	Hourly Rate	\$6,600.00
Grant Administration	Hourly Rate	\$5,000.00
Total Project Fee:		\$70,000.00

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 \$100,000 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 - Engineer's Standard Hourly Rates
Appendix 2 – Preliminary Engineering Report, Environmental Document, Design and Property Survey, Final Design, Bidding and Negotiation, Construction Administration, Construction Observation, Grant/Loan Administration, Additional Services and Services Provided by the Owner.

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

Owner:
Town of Robbins

By: _____
Print name: Lonnie English
Title: Mayor
Date Signed: _____

Address for Owner's receipt of notices:
P. O. Box 296
Robbins, NC 27325-0296

PRE-AUDITED STATEMENT

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

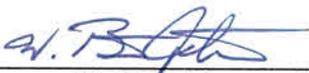
Print Name: Kim Williams

Title: Finance Officer

By (Signature): _____

Date Signed: _____

Engineer:
L.E. Wooten & Company dba The Wooten Company

By: 
Print name: W. Brian Johnson, PE
Title: Vice President
Date Signed: 5/25/18

Engineer License or Firm's Certificate No. (if required):
F-0115
State of: North Carolina

Address for Engineer's receipt of notices:
300 S. Main Street, Lower Level
Winston-Salem, NC 27101

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

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

- Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

THE WOOTEN COMPANY
SCHEDULE OF FEES

HOURLY RATES FOR WAGE CATEGORIES

Wage Category	Hourly Billing Rate
Engineer I	\$ 88
Engineer II	\$ 114
Engineer III	\$ 143
Engineer IV	\$ 187
Architect II	\$ 128
Designer I	\$ 63
Designer II	\$ 80
Designer III	\$ 102
Designer IV	\$ 127
Construction Admin I	\$ 85
Construction Admin II	\$ 142
Construction Admin III	\$ 187
Construction Observer / Resident Project Representative	\$ 87
Utility Coordinator II	\$ 108
Utility Coordinator III	\$ 128
Survey Technician I	\$ 45
Survey Technician II	\$ 65
Survey Technician III	\$ 85
Survey Technician IV	\$ 105
Surveyor II	\$ 105
Surveyor III	\$ 125
Surveyor IV	\$ 145
GIS Analyst II	\$ 80
GIS Analyst III	\$ 105
GIS Analyst IV	\$ 120
Community Development Specialist II	\$ 83
Community Development Coordinator	\$ 108
Project Assistant	\$ 72

Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate, Subcontracted Services and other expenses at cost plus 10%.

The Wooten Company makes annual adjustments on July 1st. The above hourly rates reflect current rates for the period through June 30, 2018. Hourly billing rates (per diem rates) will change effective July 1, 2018 to reflect Direct Payroll Costs (salaries) being paid at that time.

Effective Rates July 1, 2017 through June 30, 2018

Appendix 1, Standard Hourly Rates Schedule.

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2015 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

**APPENDIX 2
TO THE
ENGINEERING SERVICES CONTRACT
BETWEEN
THE TOWN OF ROBBINS
AND
L.E. WOOTEN & COMPANY DBA THE WOOTEN COMPANY
FOR
SCOPE OF SERVICE
TO
2018 WATER SYSTEM IMPROVEMENTS**

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

PROJECT INCLUDES

The project includes the following proposed improvement installation of two in-tank TTHM removal systems and relocation/installation of a Chlorine Booster Station.

**PRELIMINARY ENGINEERING REPORT (PER) AND ENVIRONMENTAL DOCUMENT
FOR FUNDING FROM DWI**

- (1) Hold an initial meeting with Owner to verify project scope and division of work between Owner and Engineer.
- (2) Gather data from Owner regarding existing daily flows, number and type of customers (residential, commercial and industrial), water and sewer rate information, and copy of Water and Sewer Fund Audit and Budget.
- (3) Review system deficiencies and 3 possible alternatives to address them as follows:
 - a) Alt 1 Do Nothing
 - b) Alt 2 Connection to Moore County Water System
 - c) Alt 3 Preferred Alternative
- (4) Develop cost opinions of the two reasonable alternatives and complete a present worth analysis.
- (5) Estimate 20 year future demands on the system.
- (6) Estimate affect cost will have on water/sewer rates.

- (7) Develop a report summarizing the data and present results to Owner in a draft report and in one review meeting.
- (8) Provide Owner with three (3) hard copies and one (1) PDF file of the final report based on comments received in review meeting.

DESIGN AND PROPERTY SURVEY

- (1) Complete topographic survey including each tank site and area proposed for chlorine booster station.
- (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: 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, DOT provided information and obvious existing property corners and monuments. Advise the Owner of installation easements and rights-of-way needed for project.
- (4) 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.

FINAL DESIGN

- (1) 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 up to 1 meeting.
- (2) Submit design drawings at the following stages for Owner review and approval: 50% and at 90% (Permit Review).
- (3) Prepare and furnish contract plans and specifications as necessary for the proper construction of the project and prepare all documents necessary for the taking of bids and the letting of contracts for the proposed work. It is understood and agreed that the

Engineer 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

- (4) Submit for approval of the plans and specifications proposed to the North Carolina Department of Environmental Quality including: Division of Water Resources, Public Water Supply Section and Division of Water Infrastructure.

BIDDING AND NEGOTIATION

- (1) Assist the Owner in the advertising for bids.
- (2) Furnish copies of the bidding documents as requested by the contractors, material suppliers, and other interested parties for bidding. Use of electronic documents will be considered.
- (3) Prepare, as may be required, written addenda amending the bidding documents.
- (4) Conduct pre-bid conference at the location designated by the Owner. Minutes will be kept and distributed to all plan holders in an Addendum.
- (5) 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.
- (6) After award of contract(s), the Engineer will prepare the contract documents for execution by the contractor(s) and the Owner.

CONSTRUCTION CONTRACT ADMINISTRATION

- (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 resident observer.

CONSTRUCTION OBSERVATION

- (1) After award of the contract(s), the Engineer will provide observation of the construction on the project during periods of significant construction work being performed as appropriate to the state of construction. The Observer's estimated number of work days on the project is 8 (64 hours).
- (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 state agencies.

B. GRANT/LOAN ADMINISTRATION

- (1) Assist the Owner in administration of the State Reserve (SRP) grant/loan including DBE documentation review, preparation and submittal of loan drawdown requests and submittal of Owner required documentation.

ADDITIONAL SERVICES

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

- (1) Provide Level "B" Subsurface Engineering Utility (SUE) services through the project corridor or critical areas within the corridor. This service 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.
- (2) Prepare redesigns for the Owner after Final Plans and Specifications have been accepted by the Owner.
- (3) Appear before courts or boards on matters of litigation or hearings related to the project.

- (4) Design other additional utilities improvements not included in the original scope of services.
- (5) Conduct additional work or extended services during construction due to the fault of the Contractor or due to the overrun in time for construction.
- (6) Conduct as-built survey of newly constructed facilities. Prepare record drawings based on survey and construction records provided by the Contractor.

SERVICES PROVIDED BY THE OWNER

- (1) Designate a person to act as the Owner's representative with respect to the work to be performed under the agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the Owner policies.
- (2) Provide such legal accounting and insurance counseling services as may be required for the project and such auditing services as the Owner may require to ascertain how or for what purpose any contractor has used the monies paid to him under the construction contract.
- (3) Pay all permit and application fees required for the project approval and construction.
- (4) Assist the Engineer by placing at his disposal all available information pertinent to the projects as may be required by the Engineer.
- (5) Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required to perform his services.
- (6) Examine all sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtaining advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate for such examination.
- (7) Provide frequent observation of the project in order to apprise the Engineer of specific matters relating to the project that would foster good relations among all parties involved as well as to allow work to progress in an orderly manner.
- (8) Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or changed circumstances.

- (9) Furnish the Engineer in a timely manner with copies of pertinent correspondence relating to the project which would not otherwise have been delivered to the Engineer.
- (10) Bear all cost of incidentals for the compliance with the requirements of this article and the foregoing article entitled "Additional services".
- (11) Provide E-verify affidavit document for Engineer's execution.

<http://www.nlm.org/SiteCollectionDocuments/E-Verify%20FAQs%20-%20Sept2013.pdf>

**A Resolution Accepting the Engineering Service Agreement
with The Wooten Company for the 2018
Water Systems Improvements Project**

WHEREAS, the Commissioners of The Town of Robbins directed the Town Manger to initiate negotiations with the Wooten Company for engineering services for a water system improvement project, and

WHEREAS, the manager has recommended acceptance of the Wooten Company's Engineering Services Agreements for the 2018 Water System Improvements Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSIONERS OF THE TOWN OF ROBBINS, NORTH CAROLINA, THAT:

The Commissioners accept the attached Wooten Company Engineering Service Agreement for the 2018 Water Systems Improvements Project for the Town of Robbins.

Adopted on June 14, 2018

Mayor, Lonnie B English, Town of Robbins

ATTEST:

Debbie Daggett, Town Clerk