

**AGENDA  
REGULAR MEETING  
CITY COUNCIL, CITY OF ASHEBORO  
THURSDAY, MAY 7, 2015, 7:00 PM**

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Consent Agenda:
  - (a) Approval of the minutes of the regular meeting of the City Council that was held on April 9, 2015.
  - (b) Acknowledgement of the receipt of the Asheboro ABC Board's meeting minutes for March 2, 2015.
  - (c) Acknowledgement of the receipt and acceptance, without amendment, of the operational hours proposed by the Recreation Services Superintendent for the city-owned pools during the 2015 season.
  - (d) Approval of audit contract for the fiscal year ending June 30, 2015.
  - (e) Approval of budget amendments:
    - (i) Amend the general fund.
    - (ii) Amend the water-sewer fund.
  - (f) Approval of an ordinance lowering the speed limit on Horse Carriage Lane.
  - (g) At the request of the property owner, approval of an ordinance restricting parking on the public vehicular area at 1010 North Fayetteville Street.
  - (h) Approval of a resolution authorizing the entry of the city into an installment financing agreement with Branch Banking and Trust Company.
4. Steve Paye will identify city departments that received safety awards for 2014.
5. Trevor Nuttall will present the following Community Development Division items:
  - (a) Subdivision Case SUB-15-01: Preliminary Plat Review for Olde Towne Village Phase III.
  - (b) Subdivision Case SUB-15-02: Sketch Design Review for New Century Industrial Center.

- (c) Consideration of applicants to fill a vacant position on the Redevelopment Commission.
  - (d) Report of award from North Carolina Housing Finance Agency for inclusion in 2015 Urgent Repair Program.
  - (e) Report summarizing community workshops related to the update of the Land Development Plan's maps.
6. Public comment period.
7. Michael Rhoney, PE will request, with supporting information, the following council actions on projects within the water resources division:
  - (a) The award of a contract to the lowest responsive, responsible bidder on the Water Treatment Plant Filter Replacement Project.
  - (b) The rejection of all bids submitted in connection with the VFD Replacement at the Wastewater Treatment Plant Nitrification Pump Station and Trickling Filter Project.
8. Michael Leonard, PE will present the annual report of the Asheboro Airport Authority.
9. Discussion of city council vacancy.
10. Upcoming events:
  - Budget workshop Tuesday, May 21, 2015, 5:30 PM.
  - Regular city council meeting and budget public hearing Thursday, June 4, 2015.
  - Budget adoption Thursday, June 25, 2015, 12:00 Noon.
11. Discussion of items not on the agenda.
12. Adjournment.

**REGULAR MEETING  
ASHEBORO CITY COUNCIL  
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING  
THURSDAY, APRIL 9, 2015  
7:00 p.m.**

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

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

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

**1. Call to order.**

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

**2. Moment of silent prayer and pledge of allegiance.**

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

**3. Presentation by Bryan Leaird with the North Carolina League of Municipalities’ Risk Management Services.**

Mr. Bryan Leaird with the North Carolina League of Municipalities’ Risk Management Services presented Mayor Smith with a plaque for the city’s successful participation in the Fit Responder Program sponsored by the North Carolina League of Municipalities. Within one year, the city was able to reduce the number of days out of work due to injuries from 378 in 2013 to 99 in 2014.

The Fit Responder Program was initially designed to reduce injuries among public safety employees by teaching four different tools: passive stretching, active stretching, and two different types of self-massage. This program has been implemented among all of the city’s full-time employees, not just the public safety employees.

**4. Recognition of retired Chief of Police Ralph Norton for his years of dedicated service to the City of Asheboro.**

On behalf of the Asheboro Police Department, Chief Williams presented Chief Norton with a plaque that included his badge as a token of gratitude for his loyal service to the City of Asheboro from August 1, 1988 until March 1, 2015. In addition to his badge, Chief Williams and Captain Swaney presented Chief Norton with his service side arm that he carried at the time of his retirement.

Additionally, on behalf of the City Council and the City Manager’s office, Mr. Ogburn presented Chief Norton with a retirement plaque from the municipal corporation as well as the Order of the Long Leaf Pine from the office of Governor Pat McCrory.

**5. Consent agenda:**

Upon motion by Mr. Burks and seconded by Mr. Baker, Council voted unanimously to approve/adopt the following consent agenda items. Council Members Baker, Bell, Burks, Carter, Moffitt, and Swiers voted in favor of the motion.

- (a) The minutes of the City Council's special meeting on March 4, 2015.**
- (b) The minutes of the City Council's regular meeting on March 5, 2015.**
- (c) The findings, conclusions of law, and order authorizing a subdivision ordinance variance (Case No. SUB-15-01) and the issuance of a special use permit (Case No. SUP-15-02).**

Case Nos. SUB-15-01 and SUP-15-02  
City Council  
City of Asheboro

IN THE MATTER OF THE APPLICATION BY CAROLINA BANK FOR A VARIANCE FROM THE  
SUBDIVISION ORDINANCE AND A SPECIAL USE PERMIT AUTHORIZING A RESIDENTIAL  
PLANNED UNIT DEVELOPMENT

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING, WITH CONDITIONS, THE  
REQUESTED LAND USE APPROVALS

---

THIS MATTER came before the Asheboro City Council ("Council") for a properly advertised combined quasi-judicial hearing on Carolina Bank's application for a variance from the subdivision ordinance and for a Special Use Permit ("SUP") authorizing a residential planned unit development ("PUD"). The hearing was opened and sworn testimony received during a regular meeting of the Council on March 5, 2015. Having considered all competent evidence and argument, the Council, on the basis of competent, material, and substantial evidence, does hereby enter the following:

FINDINGS OF FACT

1. Carolina Bank ("Applicant") initiated these land use cases in order to extend the existing Olde Towne Village Subdivision into a new phase of development, Phase III, on real property owned by the bank. The proposed Phase III of Olde Towne Village is located within Asheboro's city limits at the southern terminus of Olde Towne Parkway on land described as a portion of the parcel of land identified by Randolph County Parcel Identification Number 7741971724 and labeled "Area for Future Development" on the plat of survey recorded in Plat Book 109, Page 64, Randolph County Registry.

2. In order to develop Phase III of the Olde Towne Village Subdivision, the Applicant has properly submitted the prescribed application materials for the following land use approvals: (a) A variance from the specification in the subdivision ordinance requiring a minimum amount of recreation space in the proposed Phase III; (b) A SUP authorizing a PUD; and (c) A subdivision sketch design plat for review and approval.

3. The above-described real property that will be subject to the requested SUP is approximately 18.03 acres in size (the proposed PUD consists of approximately 6.03 acres and an area for future development consists of approximately 12 acres). The said 18.03 acres, more or less, will be hereinafter referred to as the "Zoning Lot".

4. The Zoning Lot is located in an R15 zoning district.

5. The Applicant is proposing to develop a PUD consisting of five detached single-family dwellings, and a SUP is needed because, pursuant to the zoning ordinance's Table 200-2 (Table of Permitted Uses by District), a PUD is permitted in an R15 zoning district by SUP only.

6. Due to the need for a SUP, the proposed PUD must comply with the regulations specified in Article 600 of the zoning ordinance for planned unit developments.

7. Pursuant to Section 630, Subsection A.2. of the zoning ordinance, an application for a SUP authorizing a PUD must be reviewed simultaneously with a subdivision plat submitted in compliance with the subdivision ordinance.

8. The Applicant is proposing to extend Olde Towne Parkway, which is a city-maintained street, in accordance with city's construction standards.

9. Under the subdivision ordinance, the Applicant's proposal is classified as a "major" subdivision, and the Applicant has submitted a subdivision sketch design plat for review and approval.

10. Without a variance from the recreation space requirements found in Article X, Section IV.C.9 of the subdivision ordinance, the Applicant's sketch design plat will be non-compliant with the subdivision ordinance. Thus, without a variance from this subdivision ordinance requirement, the application for a SUP will not meet the required conditions and specifications of the zoning ordinance.

11. Article IV, Section VII of the subdivision ordinance, which contains the legal provisions for obtaining variances from the said ordinance, provides as follows:

Where, because of severe topographical or other conditions peculiar to the site, strict adherence to the provisions of this Ordinance would cause an unnecessary hardship, the City Council(.) upon recommendation of the Planning Board, may authorize a variance to the terms of this Ordinance only to the extent that is absolutely necessary and not to an extent which would violate the intent of the Ordinance. All requests for variances shall be submitted in writing, by the subdivider or his agent, to the Planning Department. Such request shall be accompanied by materials providing sufficient evidence to support the claim of hardship.

12. In furtherance of the Applicant's request for a variance from the subdivision ordinance, an authorized officer of the Applicant, Mr. John H. Walters, wrote in a letter, dated February 11, 2015, as follows:

Carolina Bank is currently seeking approval from the City of Asheboro for the above subject project (Olde Towne Village Phase III, Recreation Area). Due to topographic constraints for the project, we are requesting a variance for the required recreation area. The project will set aside +/- 5.34 acres of open space which is equivalent to +/- 88% of the project above the 52% minimum required.

Please consider this request for variance.

13. The following individuals appeared on behalf of the Applicant at the hearing of this matter and provided sworn testimony in support of the Applicant's requests:

- (a) Lawson Brown, Esq.;
- (b) Aden R. Stoltzfus, P.E.; and
- (c) Paul G. Milam, North Carolina Real Estate Broker.

14. Steep slopes are present on the Zoning Lot, and uncontroverted testimony established that these topographic challenges place limitations on the ability of the Applicant to utilize the Zoning Lot's acreage for recreation space.

15. Without a variance, the subdivision ordinance would require a minimum of 4,207 square feet of recreation space for Phase III of Olde Towne Village.

16. Phase III of the Olde Towne Village subdivision will exceed the open space requirements of the subdivision ordinance by providing approximately 88% open space rather than the mandated minimum of 52%.

17. The adjoining residential planned unit development, Phase II of the Olde Towne Village, is anticipated to provide 7,000 square feet of recreation space in excess of the requirements of the subdivision ordinance. Ultimately, these phases of Olde Towne Village will be integrated, and the residents in Phase III of the subdivision are to have access to the recreation space in Phase II of the subdivision.

18. Prior to the Council's consideration of this case, the City of Asheboro Planning Board considered the subdivision variance request and the sketch design plat submitted by the Applicant. The Planning Board recommended approval of the subdivision ordinance variance request and the subdivision sketch design plat.

19. The Zoning Lot is located in an area designated on the growth strategy map for long range growth, and the proposed land development plan map identifies the area as suburban residential.

20. The report submitted by the city's community development director indicated the following land uses surrounded the Zoning Lot:

North: Residential PUD	East: Low-Density Residential and Undeveloped
South: Undeveloped	West: Low-Density Residential and R15 Subdivision

21. The Zoning Lot is impacted by a 100-year floodplain. The Applicant proposes to locate development outside of the flood area.

22. The Applicant submitted building elevations for review, and these submittals were compliant with the zoning ordinance.

23. The Applicant is proposing only residential land uses for the Zoning Lot. There is no evidence to suggest the presence of hazardous materials beyond those materials and supplies commonly associated with residential activities.

24. Municipal water and sanitary sewer services will be extended into the new phase of development.

25. The Applicant's real estate broker, Paul G. Milam, offered uncontroverted testimony that he had reviewed sales around properties comparable to the proposed PUD, and, in his professional opinion, the proposed PUD would not negatively impact the value of adjoining properties.

26. The city's planning staff offered the following suggested conditions for attachment to any SUP that might be approved by the Council:

- (a) Additions located to the rear of individual dwellings or the enclosure of patios and porches shall not be considered a modification of the SUP;
- (b) Homeowners association documents prohibiting recreational vehicle (including boat) parking as required by the subdivision ordinance shall be submitted and recorded with the final plat;
- (c) In addition to demonstrating compliance with the City of Asheboro Subdivision Ordinance, any subdivision plat submitted for review and approval shall provide adequate turnaround and maneuvering space on existing and future public streets for municipal vehicles, specifically including garbage trucks and fire trucks;
- (d) The site plan submitted by the Applicant indicates a future development area on the Zoning Lot that may include land uses for which a SUP is not required. Land use activities that do not require a SUP are authorized to the full extent permitted by the Asheboro Zoning Ordinance. So long as the future land use activities are permitted under the Asheboro Zoning Ordinance without the issuance of a SUP, such engagement in these permitted land use activities shall not be deemed to be a modification requiring the issuance of a new SUP; and
- (e) Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the owner(s) of the Zoning Lot shall properly execute and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to the SUP in the chain of title for the Zoning Lot.

27. The Applicant's attorney testified that the Applicant does accept and will comply with the conditions suggested by the city's planning staff.

28. No testimony was offered in opposition to the land use approvals requested for the Zoning Lot.

Based on the foregoing findings of fact, the Council hereby enters the following:

#### CONCLUSIONS OF LAW

1. Because of the topographical conditions present on the Zoning Lot as well as the unique manner in which the adjoining phases of the development will be integrated so as to enable the residents of the different phases of the subdivision's development to share amenities, the Council is authorized to grant the requested variance from the subdivision ordinance.

2. With the approval of the requested subdivision ordinance variance, the proposed subdivision sketch design plat is compliant with the subdivision ordinance.

3. The Council has concluded that, with the staff suggested conditions, the requested Special Use Permit can be issued on the basis of the following rationale:

- (a) The proposed PUD will not materially endanger the public health or safety if the proposed land use is located where proposed and developed according to the plan as submitted and approved;



- (d) **Acknowledgement of the receipt of the minutes of the Asheboro ABC Board's meeting on February 2, 2015.**
- (e) **Award of contracts for the supply of chemicals to the city for the period from April 16, 2015 to April 15, 2016.**

The following bids were identified as the lowest responsive, responsible bids submitted during the bid process conducted by the Water Resources Division, and a contract was awarded to each vendor identified as providing the low bid for a specific chemical:

- (i) Bid for liquid alum by Chemtrade Chemicals US, LLC at \$245.00/ton.
  - (ii) Bid for liquid caustic by Brenntag Mid-South at \$424.00/ton.
  - (iii) Bid for fluosilicic acid by Pencoco, Inc. at \$459.50/ton.
  - (iv) Bid for sodium hypochlorite by UNIVAR, USA, Inc. at \$0.5590/gallon.
  - (v) Bid for calcium nitrate by Evoqua Water Technologies at \$0.5771/pound of nitrate oxygen.
- (f) **A resolution authorizing the entry of the city into an agreement with the East Side Improvement Association, Inc. to lease building space at 624 Brewer Street.**

RESOLUTION NUMBER 11 RES 4-15

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**APPROVAL OF A LEASE AGREEMENT WITH EAST SIDE IMPROVEMENT ASSOCIATION, INC. FOR CLASSROOM AND STORAGE SPACE AT 624 BREWER STREET**

**WHEREAS**, the Asheboro City Council has been considering renting a limited amount of classroom space and associated storage space for a community policing resource center on the former campus of the Central School; and

**WHEREAS**, proposed terms and conditions for the rental of space by the City of Asheboro from the East Side Improvement Association, Inc. have been reduced to writing and have been attached to this Resolution in the form of a legal instrument identified as ATTACHMENT A, the said ATTACHMENT A is hereby incorporated into this Resolution by reference as if copied fully herein; and

**WHEREAS**, the Asheboro City Council has concluded that entry into the proposed lease agreement is beneficial to the long-term interests of the municipal corporation;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asheboro, North Carolina that the proposed lease agreement attached to this Resolution as ATTACHMENT A is hereby approved; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Asheboro, North Carolina that City Manager John N. Ogburn, III is hereby authorized to execute on behalf of the City of Asheboro all documents and instruments necessary to carry into full force and effect the said lease agreement.

This resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 9<sup>th</sup> day of April, 2015.

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

ATTEST:

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

**ATTACHMENT A**

**STATE OF NORTH CAROLINA**

**LEASE AGREEMENT  
(624 Brewer Street)**

**COUNTY OF RANDOLPH**

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into this \_\_\_\_ day of April, 2015, by and between **EAST SIDE IMPROVEMENT ASSOCIATION, INC.**, a North Carolina non-profit corporation with its principal office located in Randolph County, North Carolina, (the said non-profit corporation shall be hereinafter referred to as the "Lessor") and **THE CITY OF ASHEBORO, NORTH CAROLINA**, a North Carolina municipal corporation located in Randolph County, North Carolina, (the said municipal corporation shall be hereinafter referred to as the "Lessee").

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 1.                    PREMISES/PROPERTY:**            (Note: "Premises" is the actual space being leased, and "Property" is the broader site/location of the Premises.)

Subject to the terms and conditions hereinafter set forth, Lessor does let and lease to Lessee, and Lessee accepts as tenant of Lessor the following described property (hereinafter referred to as the "Premises") that is located in the City of Asheboro, Randolph County, North Carolina. The Premises are more particularly described as follows:

A total area of 891 square feet (828 square feet of classroom space and 63 square feet of closet space), more or less, as shown on the diagram attached to this instrument as EXHIBIT 1 and incorporated into this Agreement by reference as if copied fully herein. The said 891 square feet of leased classroom and closet space is located within the Lessor's building at 624 Brewer Street in the City of Asheboro. The Property or parcel of land upon which the building is located is identified by Randolph County Parcel Identification Number 7761146503 and is more specifically described by a North General Warranty Deed recorded on November 25, 2014, in Book 2417, Page 692, Randolph County Registry.

All facilities furnished at the Property and designated for the general use, in common, of occupants of the Property (inclusive of the Lessee hereunder) and their invitees, agents, or employees, with such facilities including but not limited to restroom facilities, parking areas, streets, driveways, sidewalks, canopies, roadways, loading platforms, shelters, ramps, landscaped areas, exterior water faucets, exterior lighting fixtures, signs, and other facilities whether of a similar or dissimilar nature (the foregoing list of facilities shall be hereinafter collectively referred to as "Common Areas") shall at all times be subject to the exclusive control and management of the Lessor. Lessor shall have the right from time to time to change the area, level, location, and arrangement of the Common Areas and to restrict parking by Lessee and its employees to employee parking areas, to make rules and regulations that are reasonable and consistent with the terms and conditions of this Agreement, and to do such things from time to time as in Lessor's reasonable discretion may be necessary regarding the Common Areas.

Lessee and its invitees, agents, or employees shall have a non-exclusive right, in common with other tenants at the Property, to the use of the Common Areas at the Property, subject to the terms hereof.

**SECTION 2.                    TERM:**

The term of this lease shall be for a period of twelve (12) calendar months commencing at 12:01 a.m. on the 1<sup>st</sup> day of May, 2015, and ending at midnight on the 30<sup>th</sup> day of April, 2016.

Lessee shall have the option of renewing this Agreement, upon written notice given to the Lessor at least sixty (60) days prior to the end of the then expiring term of this Agreement, for five (5) additional terms of twelve (12) calendar months each.

**SECTION 3.                    RENTAL/LATE FEE:**

Lessee agrees to pay Lessor, without notice or demand, an annual rental of Nine Thousand and No Hundredths Dollars (\$9,000.00) payable in equal monthly installments of Seven Hundred Fifty and No Hundredths Dollars (\$750.00), in advance on or before the 5<sup>th</sup> day of each month during the term hereof. Upon execution of this Agreement, Lessee shall pay to Lessor the first monthly installment of rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due, based upon a 30-day month.

In the event rental is not paid on or before the 10<sup>th</sup> day of any month during the term hereof, a late fee in the amount of five percent (5%) of the monthly rental then due shall accrue and be paid to Lessor along with the payment of monthly rental.

**SECTION 4.                    PERMITTED USE:**

The Lessee shall use and occupy the Premises for the exclusive purpose of operating a community policing resource center and for no other purpose without the written consent of Lessor. Lessee shall

promptly comply with all laws, ordinances, and lawful requirements of governmental authorities affecting the Premises hereby leased.

**SECTION 5. ALTERATIONS AND IMPROVEMENTS:**

During the term hereof, Lessee may make such alterations and improvements as may be necessary for the use of the Premises; provided, however, that the Lessee shall make no structural alterations without the prior written consent of the Lessor. Such work shall be performed in a first-class, workmanlike manner and shall not weaken or impair the structural integrity of the Premises or change the purposes for which the Premises may be used. All work shall be accomplished according to plans and specifications which shall be first submitted to and approved by the Lessor. Prior to the commencement of such alterations or improvements, the Lessee shall be responsible for and shall secure all governmental permits.

Upon the expiration or earlier termination of this Agreement, all alterations, additions, and improvements shall, at the option of the Lessor, remain upon the Premises and become the property of the Lessor; provided, however, that Lessor may require the Lessee to remove such alterations or improvements upon the expiration or earlier termination of this Agreement and repair all damages incidental to such removal.

**SECTION 6. MAINTENANCE:**

Lessor agrees to keep in good repair the roof, foundation, structural supports, exterior walls (inclusive of all glass and exterior doors), and the Common Areas of the Property, except for repairs rendered necessary by the negligence or intentional wrongful acts of the Lessee, its employees, its agents, its invitees, or its contractors.

Lessee accepts the Premises in their present condition and as suited for the Lessee's intended use. Lessee, throughout the initial term of this Agreement and any extensions or renewals thereof, covenants that it will keep the Premises in good order and repair, except those repairs expressly required to be made by Lessor hereunder. Lessee agrees to return the Premises to the Lessor at the expiration or prior termination of this Agreement in as good of a condition and state of repair as existed at the commencement of this Agreement, natural wear and tear and damage by fire, storm, lightning, earthquake, or other casualty excepted.

**SECTION 7. ASSIGNMENT AND SUBLETTING:**

Lessee shall not assign or sublet the Premises or any part thereof without prior written approval of the Lessor, which such approval shall not be unreasonably withheld.

**SECTION 8. DAMAGE BY FIRE OR OTHER CASUALTY:**

If the Premises shall be partially damaged by fire or other casualty without fault or neglect of the Lessee, its employees, agents, invitees, or contractors, the damages may, at Lessor's option, be repaired by and at the expense of the Lessor and the rental due herein shall be apportioned according to the part of the Premises rendered untenable for the Lessee's ordinary purposes; provided, however, that if the Premises cannot be restored and repaired with reasonable diligence within ninety (90) days of the damage, the Lessee, at its option, may terminate and cancel this Agreement as of the date of such damage upon written notice to Lessor.

If the Lessor shall decide not to restore or rebuild the said improvements as provided above, then, provided the Lessee shall not be in default under this Agreement, the term of this Agreement shall expire as of the date of such damage or destruction.

If such damage or destruction is due to the fault or neglect of the Lessee, its employees, agents, invitees, or contractors, without prejudice to any other rights and remedies of the Lessor and without prejudice to the rights of subrogation of the Lessor's insurer, the damage may be repaired by the Lessor, but there shall not be any apportionment or abatement of rent.

**SECTION 9. INSURANCE:**

During the term hereof, the Lessor shall keep the improvements on the Property insured against loss or damage from fire and other casualties in such companies as the Lessor shall select, and the Lessor shall be solely responsible for payment of the premiums due thereon in a timely manner. All insurance coverage herein provided for shall be for the benefit of the Lessor and the holder of any deed of trust upon the premises, as their interests may appear, and all sums available thereunder shall be paid to, held, and disbursed by the Lessor and such trustee, for the purpose of paying the cost, in whole or in part to the Lessor, of restoring and rebuilding the Property in case of loss or damage by fire or other casualty insured. Should any amount of insurance proceeds remain after completion and the payment for the work performed, such amount shall be paid to and belong to the Lessor.

All of Lessee's personal property of every kind and description, and all its fixtures and equipment which may at any time be in the Premises, shall be Lessee's sole risk with respect to loss by fire, theft, or other casualty unless said losses are by the result of negligence on the part of the Lessor.

**SECTION 10.            UTILITIES:**

The Lessor shall pay the costs of all utilities that serve the Premises and Property.

**SECTION 11.            TAXES:**

Lessor shall pay all taxes (including but not limited to ad valorem taxes, special assessments, and any other governmental charges) on the Property.

**SECTION 12.            RIGHT OF ENTRY:**

The Lessor, its agents, and other representatives shall have the right to enter into and upon the Premises at all reasonable hours for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation of the Premises and the Property. Nothing herein contained, however, shall be deemed or construed to impose upon the Lessor any obligation or responsibility or liability whatsoever for the care, supervision, or repair of the Premises other than as herein provided.

**SECTION 13.            DEFAULT:**

The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Lessee:

- (A) The abandonment of the Premises by Lessee [absence from the premises for ten (10) days after failure to pay rent shall constitute an event of abandonment];
- (B) The failure of Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice of such failure; and
- (C) The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Agreement where such failure shall continue for a period of fifteen (15) days after written notice thereof from Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that it cannot be cured solely by payment of money and that more than fifteen (15) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee shall commence such cure within said fifteen (15) day period and thereafter diligently prosecutes such cure to completion.

**SECTION 14.            REMEDIES UPON DEFAULT:**

In the event of material breach of this Agreement by Lessee, Lessor, in addition to all other rights or remedies it may have, shall have the immediate right to terminate this Agreement, upon fifteen (15) days written notice to Lessee, and also the immediate right, with or without termination of this lease, of re-entry upon and taking possession of the Premises, and Lessor may remove all persons and property from the Premises; such property may be removed and stored in any other place for the account of and at the expense and risk of Lessee. Lessee hereby waives all claims for damages which may be caused by such re-entry of Lessor and taking possession of the Premises or removing or storing property, as herein provided, and no such re-entry shall be considered or be construed to be a forcible entry. Should Lessor elect to re-enter as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may either terminate this lease or relet the Premises for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable, with the right to make alterations and repairs to the Premises. Rental received by Lessor from such reletting shall be applied first to the payment of any indebtedness, other than rent due and unpaid hereunder, from Lessee to Lessor; second, to the payment of rent due and unpaid hereunder; third, to the payment of any costs of such reletting; fourth, to the payment of the cost of removal of any alterations and making repairs to the Premises; and the residue, if any, shall be held by Lessor and applied in payment for future rent as the same may become due and payable hereunder. Should such rentals received from such reletting during any month be less than that agreed to be paid during that month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Agreement, unless there is a written notice of such intention to terminate given to Lessee, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Agreement for a previous breach. Should Lessor, at any time, terminate this Agreement for any breach, in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach, including reasonable attorney's fees, and including the cost of recovering the Premises, and including the total balance of the unpaid rent and other charges reserved in the lease for the remainder of the stated term.

**SECTION 15.            QUIET ENJOYMENT:**

Lessor covenants that if and so long as Lessee keeps and performs each and every covenant, agreement, term, provision, and condition herein contained that is to be kept and performed on the part and on behalf of Lessee, then Lessee shall quietly enjoy the Premises without hindrance or molestation by Lessor or by any other person lawfully claiming the same, subject to the covenants, agreements, terms, provisions, and conditions of this Agreement as herein set forth.

**SECTION 16. INDEMNITY:**

Lessee shall indemnify Lessor for damages proximately caused by the negligence or wrongful conduct of Lessee and Lessee's employees, agents, invitees, or contractors.

Lessor shall indemnify Lessee for damages proximately caused by the negligence or wrongful conduct of Lessor and Lessor's employees, agents, invitees, or contractors.

The indemnity obligations found in this section shall survive the expiration or earlier termination of this Agreement.

**SECTION 17. NOTICES:**

All notices shall be in writing and shall be sent by United States certified mail, return receipt requested, to the following addresses:

If to the Lessor: East Side Improvement Association, Inc.  
Post Office Box 423  
Asheboro, North Carolina 27204  
Attn: ESIA President

If to the Lessee: City of Asheboro  
Post Office Box 1106  
Asheboro, North Carolina 27204  
Attn: City Manager

All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

**SECTION 18. GENERAL TERMS:**

- (A) "Lessor" as used in this Agreement shall include the undersigned and its heirs, representatives, assigns, and successors in title to the Premises. "Lessee" as used in this Agreement shall include the undersigned and its heirs, representatives, assigns, and successors, and if this Agreement shall be validly assigned or sublet, shall also include Lessee's assignees or sublessees as to the Premises covered by such assignment or sublease. "Lessor" and "Lessee" include male and female, singular and plural, corporation of any kind, limited liability company, partnership, or individual as may fit the particular parties.
- (B) All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative and not restrictive of those given by law.
- (C) **Time is of the essence in this Agreement.**
- (D) This Agreement constitutes the sole and entire agreement among the parties hereto, and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.
- (E) Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.
- (F) Upon request by either the Lessor or the Lessee, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

**IN WITNESS WHEREOF**, Lessor and Lessee have caused this lease agreement to be duly executed.

**LESSOR:**

**EAST SIDE IMPROVEMENT ASSOCIATION,  
INC.**

By: \_\_\_\_\_  
Willard D. McNair, Jr., President

**STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH**

I hereby certify that I am a Notary Public of the County and State aforesaid, and I do hereby further certify that Willard D. McNair, Jr., after providing satisfactory evidence of his identity, voluntarily and personally appeared before me this day and acknowledged that he is the President of the East Side Improvement Association, Inc., a North Carolina non-profit corporation, and that, being duly authorized to do so, he voluntarily executed the foregoing instrument on behalf of the said non-profit corporation for the purposes stated therein.

**WITNESS** my hand and notarial stamp or seal, this the \_\_\_\_\_ day of April, 2015.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed or Typed Name of Notary Public)

My commission expires:

\_\_\_\_\_

**LESSEE:**

**CITY OF ASHEBORO**

By: \_\_\_\_\_  
John N. Ogburn, III, City Manager

**STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH**

I hereby certify that I am a Notary Public of the County and State aforesaid, and I do hereby further certify that John N. Ogburn, III, after providing satisfactory evidence of his identity, voluntarily and personally appeared before me this day and acknowledged that he is the City Manager of the City of Asheboro, a North Carolina municipal corporation, and that, being duly authorized to do so, he voluntarily executed the foregoing instrument on behalf of the said municipal corporation for the purposes stated therein.

**WITNESS** my hand and notarial stamp or seal, this the \_\_\_\_\_ day of April, 2015.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed or Typed Name of Notary Public)

My commission expires:

\_\_\_\_\_

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

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

[The sketch attached to the immediately preceding lease agreement as EXHIBIT 1 is on file in the City Clerk's office.]

**(g) Budget amendments:**

**(i) Ordinance to amend the general fund (The Senior Adult Center).**

**03 ORD 4-15**

WHEREAS, The City of Asheboro applied for a \$15,000 grant with the NC Department of Commerce Rural Economic Development Division on behalf of the Senior Adults Center for its "Expanding

Opportunities for Active Living” building reuse project on February 5, 2013 and was awarded the grant April 24, 2013, and;

WHEREAS, the City of Asheboro incentive agreement annual contribution of \$100,000 to this project over 5 year period satisfied the required match for the grant, and;

WHEREAS, the City of Asheboro received the “pass thru” grant funds on November 26, 2014 and remitted the funds to The Senior Adults Center on December 5, 2014, and ;

WHEREAS, The City Council of the City of Asheboro desires to amend the budget as required by law to adjust for these changes in revenues and expenditures in comparison to the current fiscal year adopted budget, and;

WHEREAS, the City Council of the City of Asheboro wants to be in compliance with all generally accepted accounting principles, and;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA:

Section 1: That the following Revenue line item be increased:

<u>Account #</u>	<u>Revenue Description</u>	<u>Increase</u>
10-349-0000	State Grants	15,000

Section 1: That the following Expense line item be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-490-3200	Grants- Sr. Adults Center	15,000

Adopted this 9<sup>th</sup> day of April, 2015.

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

ATTEST:

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

**(ii) Ordinance to amend the general fund (Technimark LLC)**

**04 ORD 4-15**

**ORDINANCE TO AMEND THE GENERAL FUND FY 2014-2015**

WHEREAS, The City of Asheboro and Technimark LLC applied for a \$60,000 One NC Grant with the NC Department of Commerce for Technimark’s expansion project and was awarded the grant May 18, 2011, and;

WHEREAS, Technimark LLC submitted the appropriate paperwork and satisfied the requirements for grant distribution in early November 2014, and;

WHEREAS, the City of Asheboro received the “pass thru” grant funds on December 9, 2014 and remitted the funds to The Senior Adults Center on December 12, 2014, and;

WHEREAS, The City Council of the City of Asheboro desires to amend the budget as required by law to adjust for these changes in revenues and expenditures in comparison to the current fiscal year adopted budget, and;

WHEREAS, the City Council of the City of Asheboro wants to be in compliance with all generally accepted accounting principles, and;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA:

Section 1: That the following Revenue line item be increased:

<u>Account #</u>	<u>Revenue Description</u>	<u>Increase</u>
10-349-0000	State Grants	60,000

Section 1: That the following Expense line item be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-490-3200	Grants- Technimark, LLC	60,000

Adopted this 9<sup>th</sup> day of April, 2015.

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

ATTEST:

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

**(iii) Ordinance to amend the Airport Authority Fund.**

**05 ORD 4-15**

**ORDINANCE TO AMEND THE AIRPORT IMPROVEMENTS FUND (#66) FY 2014-2015**

WHEREAS, the expenses as budgeted for State Project No #36237.23.13.1 awarded for 2012-2013 have changed from that originally outlined in the Airport Improvements Fund as a result of the change in expenditure scope to allocate funds for Project No: 36237.23.11.2 and the upcoming Airport Building Renovation Project, and;

WHEREAS, the City's Asheboro Regional Airport has been approved to receive additional federal funds under the Federal Aviation Century of Flight Authorization Act of 2003 (VISION 100) in conjunction with the State Aid to Airports Program for 2013-2014 and these funds were originally awarded for "Apron Rehabilitation" and are referenced as State Project NO 36237.23.14.1 and;

WHEREAS, since the original award, the Apron Rehabilitation project has been fully funded by the Division of Aviation and the City of Asheboro has received authorization to reallocate these funds to support the new Airport Terminal Building project, and;

WHEREAS, due to the award of these new funds and changes in project scope for prior year's funding, revenues and expenditures have changed from the amounts currently shown in the Airport Improvements Fund, and;

WHEREAS, the City of Asheboro desires to be in compliance with all generally accepted accounting principles.

THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro, North Carolina

Section 1: That the following revenue line items are increased:

<u>Account</u>	<u>Description</u>	<u>Increase</u>
66-349-1800	Fed Grant (13-14) #36237.23.14.1	150,000
66-367-1022	GF Contribution (13-14)	16,667
	Total increase	166,667

Section 2: That the following expense line items are increased / (decreased):

<u>Account</u>	<u>Description</u>	<u>Increase / (Decrease)</u>
66-980-0500	Administration	(520)
66-980-4500	Construction & Project Improvement	88,878
66-982-0500	Administration	(2000)
66-982-4500	Construction	80,309

Total increase 166,667

Adopted this the 9th day of April 2015.

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

ATTEST:

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

- (h) **An ordinance to update city records to reflect the prohibition of parking on the east and west sides of White Oak Street between West Salisbury Street and West Miller Street.**

**ORDINANCE NUMBER 06 ORD 4-15**

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**AMENDED PARKING REGULATIONS FOR A SECTION OF WHITE OAK STREET**

**WHEREAS**, Section 160A-296 of the North Carolina General Statutes provides that a city shall have general authority and control over all public streets, sidewalks, alleys, bridges, and other ways of public passage within its corporate limits; and

**WHEREAS**, Section 160A-301(a) of the North Carolina General Statutes provides that the “city may by ordinance regulate, restrict, and prohibit the parking of vehicles on the public streets, alleys, and bridges within the city;” and

**WHEREAS**, during the course of responding to a business owner’s inquiry in March 2015 about the possibility of utilizing on-street parking along White Oak Street (North Carolina Secondary Road 3262) in the vicinity of the Old City Cemetery, the city planning staff learned from the North Carolina Department of Transportation (“NCDOT”) that the section of White Oak Street south of Randolph Hospital carries 4,100 vehicles per day according to a 2013 count by NCDOT and is currently striped for three lanes with a center turn lane throughout this section of White Oak Street; and

**WHEREAS**, the city planning staff was informed that NCDOT would not recommend re-striping this section of White Oak Street for on-street parking because such an action would eliminate the current side street turn lane storage; and

**WHEREAS**, the city engineering department was also asked to review on-street parking possibilities along White Oak Street between West Salisbury Street (North Carolina Highway 42) and Randolph Hospital in light of the fact that, in 1986 and prior to the current street design, 2-hour on-street parking was permitted by the city on the east side of White Oak Street between West Salisbury Street and Ward Street; and

**WHEREAS**, the city engineering department has concluded that, in light of the traffic count and the current street design between West Salisbury Street and Randolph Hospital, on-street parking is not appropriate for this section of White Oak Street; and

**WHEREAS**, consistent with the recommendation against allowing on-street parking on either side of White Oak Street between West Salisbury Street and Randolph Hospital, the city’s engineering department has prepared a 2-sheet EXHIBIT 1, which is a detailed diagram bearing the primary title of “Parking Plan For White Oak Street” and is dated April 2015, to serve as the new official parking plan for White Oak Street between West Salisbury Street and West Miller Street, the said EXHIBIT 1 is attached to this Ordinance and is hereby incorporated into this instrument by reference as if copied fully herein; and

**WHEREAS**, without limitation or exception, the Asheboro City Council concurs with the parking plan found on the attached 2-sheet EXHIBIT 1 (the parking plan proposed for adoption by the Asheboro City Council and shown on the attached diagram shall be hereinafter referred to as the “April 2015 White Oak Street Parking Plan”);

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

**Section 1.** The April 2015 White Oak Street Parking Plan submitted by city staff and attached hereto as EXHIBIT 1 is hereby approved and adopted, without modification, as the city's official on-street parking plan for the section of White Oak Street between West Salisbury Street and West Miller Street.

**Section 2.** The city manager is hereby directed to cause the parking spaces shown on the adopted April 2015 White Oak Street Parking Plan to be posted with signage and otherwise marked in accordance with the applicable laws and generally accepted industry standards so as to fully implement the parking plan shown on the diagram attached to this Ordinance as EXHIBIT 1.

**Section 3.** The city clerk shall enter descriptions of the prohibition of on-street parking shown by the April 2015 White Oak Street Parking Plan in the appropriate schedule (Schedule 1) of Section 72.02 of the Code of Asheboro.

**Section 4.** All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

**Section 5.** This Ordinance shall take effect and be in force from and after the date of its adoption.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on the 9<sup>th</sup> day of April, 2015.

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

ATTEST:

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

[EXHIBIT 1 that is attached to the immediately preceding ordinance is on file in the City Clerk's office.]

**6. Community Development Items:**

- (a) **Zoning Case RZ-15-03: A legislative zoning hearing on the application by Schwarz-RJR, LLC to rezone property located at 309 Washington Avenue from CU-I2 (Conditional Use General Industrial) to B2 (General Commercial).**

Mayor Smith opened the public hearing on the following request.

The requested rezoning pertains to approximately 0.32 of an acre of land. The property of Schwarz-RJR, LLC is located at 309 Washington Avenue. The land for which rezoning has been requested is identified by Randolph County Parcel Identification Number 7750865352.

Mr. Nuttall presented the Community Development Division staff's analysis of the request submitted by Schwarz-RJR, LLC to rezone the above-described property from CU-I2 (Conditional Use General Industrial) to B2 (General Commercial).

The staff report noted the following:

1. The property has frontage on East Dixie Drive (a state-maintained major thoroughfare) and Third Street (a city-maintained street). Washington Avenue was formerly a city-maintained street but was closed in 1999. It is now a privately maintained street.
2. The property is inside the city limits, and all city services are available.
3. In 2003, the subject property along with the property to the east was rezoned from B2 (General Commercial) to CU-I2 (Conditional Use General Industrial). A conditional use permit (CUP) was issued for an industrial development with multiple uses. The CUP excluded certain uses that are permitted in the general I2 district.
4. The parcels on the east side of Third Street that were included in the CU-I2 district and Conditional Use Permit are not part of this request.
5. The area includes a mix of commercial, industrial, and single-family residential uses.

6. The Asheboro Zoning Ordinance specifies that the B2 General Commercial District *is intended to serve the convenience goods, shoppers' goods retail, and service needs of the motoring public, both local and transient. This district should always be located with access directly to major or minor thoroughfares, never local streets.*

The Planning Board concurred with the following Community Development Division staff's analysis and recommended approval of the requested rezoning:

"Several factors support the B2 (General Commercial) rezoning request. The Land Development Plan proposed land use map designates the property for commercial use. Prior to being zoned Conditional Use General Industrial (CU-I2), the property was zoned B2 and the property has a history of commercial activity. The property is located along a commercial corridor (East Dixie Drive), and properties adjoining the subject property are used for commercial or industrial purposes and/or are zoned B2. The Central Small Area Plan further acknowledges the commercial nature of this corridor and supports accommodating commercial development in this location."

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

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

After considering the above factors (the excerpt from the staff report that is quoted above), the B2 designation is in the public interest by allowing a reasonable use of the property and ensuring consistency with the Land Development Plan.

Council Members Baker, Bell, Burks, Carter, Moffitt, and Swiers voted in favor of the motion.

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

**(b) Zoning Case RZ-15-04: A legislative zoning hearing on the application filed by McMc Properties, LLC to rezone property located at 1129 South Cox Street from R7.5 (Medium-Density Residential) to OA6 (Office-Apartment).**

Mayor Smith opened the hearing on the following request.

The requested rezoning pertains to approximately 0.462 acres of land. The property of McMc Properties, LLC is located at 1129 South Cox Street. The land for which rezoning has been requested is more specifically identified by Randolph County Parcel Identification Number 7750970562.

Mr. Nuttall presented the Community Development Division staff's analysis of the request submitted by Larry McKenzie of McMc Properties, LLC to rezone the above-described property from R7.5 (Medium-Density Residential) to OA6 (Office-Apartment).

The staff report noted the following:

1. The property is located inside the city limits, and all city services are available.
2. South Cox Street is a state-maintained minor thoroughfare.
3. According to the Asheboro Zoning Ordinance (Article 200, Section 210): *The OA6 District is intended to produce moderate intensity office and residential development to serve adjacent residential areas and to provide a transition from residential to commercial uses. Land designed OA6 shall normally be located with access to a major or minor thoroughfare with access to local residential streets discouraged.*
4. South Cox Street includes a mix of residential and low intensity commercial uses, which serve as a transition between heavier commercial uses along South Fayetteville Street to the west and residential uses to the east.
5. The property is located within the Center City Planning Area (Tier 3).
6. The request would allow all uses permitted by right in the OA6 district. The OA6 district allows both residential and non-residential uses. Permitted non-residential uses include office and institutional activities and limited service oriented commercial activities (such as barber shops, etc.), but do not include heavier commercial uses such as retail sales, restaurants, etc. Mixed uses may be located within the same structure in the OA6 district. Certain amenities, such as pedestrian infrastructure, are required for uses other than single-family residential development in the OA6 district.

The Planning Board concurred with the following Community Development Division staff's analysis and recommended approval of the requested rezoning:

"The Land Development Plan Proposed Land Use Map designates this property as part of the City Activity Center, which is considered the historic core of Asheboro. The City Activity Center envisions a mix of commercial, office, institutional and residential uses, with the context of the neighborhood in which property is located more precisely determining the appropriate zoning designation.

The OA6 district allows residential, office-institutional and lighter commercial activities. Designating the property with OA6 zoning fits the context of the area, considering that South Cox Street has established a transitional pattern between commercial uses to the west on South Fayetteville Street and residential uses to the east."

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

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

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

Council Members Baker, Bell, Burks, Carter, Moffitt, and Swiers voted in favor of the motion.

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

**(c) Consideration of a resolution authorizing the execution of One North Carolina Fund agreements pertaining to the on-going economic development project with Technimark LLC and related parties.**

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

Upon motion by Mr. Baker and seconded by Mr. Burks, Council voted unanimously to adopt the following resolution by reference. Council Members Baker, Bell, Burks, Carter, Moffitt, and Swiers voted in favor of the motion.

**RESOLUTION NUMBER** \_\_\_\_\_ **12 RES 4-15**

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**AUTHORIZATION TO EXECUTE ONE NORTH CAROLINA FUND AGREEMENTS  
PERTAINING TO TECHNIMARK LLC**

**WHEREAS**, the City of Asheboro desires to stimulate and develop the local economy, alleviate the problems of unemployment and underemployment by creating and/or retaining jobs for its citizens, and develop its local tax base; and

**WHEREAS**, the North Carolina General Assembly has created the One North Carolina Fund to make funding available to assist in securing "commitments for the recruitment, expansion, or retention of new or existing businesses;" and

**WHEREAS**, the city has applied for grant funding from the One North Carolina Fund as part of an economic development project designed to promote the expansion of the Technimark LLC facilities located in Asheboro that are engaged in the manufacture of plastic injection molding and assembly services for consumer packaging, cosmetics, and medical devices; and

**WHEREAS**, a grant award from the One North Carolina Fund has been approved by the North Carolina Department of Commerce in the amount of Four Hundred Fifty Thousand Dollars (\$450,000); and

**WHEREAS**, in order for the grant award from the One North Carolina Fund to be properly utilized, the City of Asheboro must execute a Local Government Grant Agreement with the North Carolina

Department of Commerce and a Company Performance Agreement with Technimark LLC and related parties (the said agreements are hereinafter collectively referred to as the "Agreements"); and

**WHEREAS**, a copy of the proposed Local Government Grant Agreement is attached to this Resolution as "EXHIBIT 1," and a copy of the proposed Company Performance Agreement is attached to this Resolution as "EXHIBIT 2;" and

**WHEREAS**, the Asheboro City Council has concluded that the terms and conditions of the Agreements attached to this Resolution as EXHIBIT 1 and EXHIBIT 2, which are hereby incorporated into this Resolution by reference as if copied fully herein, are acceptable and that the city's entry into these Agreements is consistent with the best interests of the municipal corporation and its citizens;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Asheboro that the Agreements attached hereto as EXHIBIT 1 and EXHIBIT 2 are hereby approved; and

**BE IT FURTHER RESOLVED** that the mayor, city manager, and all other necessary city officials are hereby authorized to execute the attached Agreements as well as any other instruments specified by the North Carolina Department of Commerce as necessary for full implementation of the current economic development project with Technimark LLC.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 9<sup>th</sup> day of April, 2015.

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

ATTEST:

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

[EXHIBITS 1 and 2 that were attached to the immediately preceding resolution are on file in the City Clerk's office.]

**(d) Consideration of an ordinance directing the chief building inspector to demolish the unsafe structure at 452 North McCrary Street.**

Mr. Nuttall presented and recommended adoption, by reference, of the aforementioned ordinance.

Upon motion by Mr. Bell and seconded by Ms. Carter, Council voted unanimously to adopt the following ordinance by reference. Council Members Baker, Bell, Burks, Carter, Moffitt, and Swiers voted in favor of the motion.

**ORDINANCE NUMBER** \_\_\_\_\_ 07 ORD 4-15 \_\_\_\_\_

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**ORDER DIRECTED TO THE CHIEF BUILDING INSPECTOR TO CAUSE THE DEMOLITION OF AN UNSAFE STRUCTURE AT 452 NORTH McCRARY STREET**

**WHEREAS**, pursuant to Section 160A-426(a) of the North Carolina General Statutes, the inspectors in the City of Asheboro Building Inspections Department affixed, on November 13, 2014, a condemnation sign to the exterior of the abandoned and dilapidated residential structure at 452 North McCrary Street in order to give notice of the dangerous character of this structure that is located on a parcel of land more specifically identified by Randolph County Parcel Identification Number 7751451921; and

**WHEREAS**, subsequent to the initiation of the condemnation process for this unsafe structure at 452 North McCrary Street (hereinafter referred to as the "Condemned Structure"), notice was given and a quasi-judicial hearing was held by the city's chief building inspector on December 11, 2014, in accordance with Section 160A-428 of the North Carolina General Statutes in order to determine if corrective action was to be ordered as a consequence of the failure of any person with an interest in the property to take corrective action in response to the posting of the unsafe structure notice; and

**WHEREAS**, on December 16, 2014, after considering the evidence heard during the above-referenced hearing, the chief building inspector for the City of Asheboro (hereinafter referred to as the "Inspector") issued, pursuant to Section 160A-429 of the North Carolina General Statutes, an order to

remedy the hazardous conditions existing at 452 North McCrary Street by either repairing the Condemned Structure so as to render the structure safe, or, alternatively, to demolish, remove, and properly dispose of the Condemned Structure on or before February 28, 2015; and

**WHEREAS**, the order described in the immediately preceding paragraph included findings entered by the Inspector, and this order is attached to this Ordinance as ATTACHMENT A (the said ATTACHMENT A is hereby incorporated into this Ordinance by reference as if copied fully herein); and

**WHEREAS**, the Inspector's order was not appealed by any party claiming an interest in the Condemned Structure, and, consequently, the Council adopts as its own the Inspector's uncontested findings; and

**WHEREAS**, no remedial actions to abate the hazardous conditions associated with the Condemned Structure have been taken as of the date of the Council's consideration of this matter on April 9, 2015;

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

**Section 1.** In accordance with Section 160A-432(b) of the North Carolina General Statutes, the Inspector is hereby ordered to cause the Condemned Structure located at 452 North McCrary Street, Asheboro, North Carolina 27205 to be demolished and the debris to be properly removed from the premises so as to abate the hazardous conditions currently existing on the lot.

**Section 2.** In accordance with Section 160A-432(b) of the North Carolina General Statutes, the costs incurred by the City of Asheboro in connection with the demolition project described above in Section 1 of this Ordinance shall be a lien against the real property upon which the demolition operations authorized by this Ordinance were undertaken.

**Section 3.** In accordance with Section 160A-432(b1) of the North Carolina General Statutes, the costs incurred by the City of Asheboro in connection with the demolition project described above in Section 1 of this Ordinance shall, with the exception of the owner's primary residence, also be a lien against any other real property of the owner of the Condemned Structure that is located within Asheboro's city limits or within one mile of the said city limits.

**Section 4.** This Ordinance shall become effective upon its adoption.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on the 9<sup>th</sup> day of April, 2015.

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

ATTEST:

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

[ATTACHMENT A referenced in the immediately preceding ordinance is on file in the City Clerk's office.]

**(e) Land Development Plan Update Community Workshops:**

Mr. Nuttall announced the dates for the Land Development Plan Update Community Workshops. Citizens residing within the respective areas will receive notifications by mail informing them of the upcoming workshops. The dates for the workshops are as follows:

- (i) Tuesday, April 14, 2015 from 6:30 p.m. until 8:00 p.m. at Kingdom Life Community Church located at 539 Cross Street.**
- (ii) Thursday, April 23, 2014 from 6:00 p.m. until 8:00 p.m. at Asheboro United Church of Christ located at 801 Sunset Avenue.**

**7. Discussion of the city's selection as a finalist for the All-America City Award and the next steps in the process.**

Ms. Leigh Anna Johnson, the city's Public Information Officer, informed the Council Members that, on March 23, 2015 the City of Asheboro was named as a finalist for the All-America City Award. The award recognizes grassroots community problem solving and is given to communities that tackle challenges and achieve results through innovative and collaborative partnerships. The application process provides a national platform where communities can demonstrate how they are addressing pressing local issues.

During June 11-15, 2015 a group of approximately 30 people from the community will go to Denver, Colorado in order to make a presentation highlighting Asheboro. The All-America City Award designees will be announced on Sunday, June 14, 2015.

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

**8. Public comment period.**

Mayor Smith opened the floor for comments from the public.

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

**9. Annual report of the Asheboro Police Department.**

Mr. Jody Williams, Chief of Police, presented an overview of the Police Department's activities for 2014. During his presentation, Chief Williams highlighted the statistics compiled for the department and that, overall, crime has decreased within the city. He offered the following statistics:

- Violent Crime decreased 4.95%;
- Property Crime decreased 7.75%; and
- Index Crime decreased 5.78%.

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

**10. Presentation by Mr. Stephen Grove of a petition to lower the speed limit on Horse Carriage Lane to 25 miles per hour.**

Mr. Stephen Grove presented a petition to lower the speed limit to 25 miles per hour on Horse Carriage Lane in the Sykes Farm Subdivision. Mr. Grove, along with residents in the subdivision, is concerned that the current speed limit of 35 miles per hour is excessive in that children ride their bikes, scooters, and skate boards near the roadway. Additionally, the steep grade and large curve within the neighborhood is a safety concern for the residents.

Upon motion by Ms. Carter and seconded by Mr. Swiers, Council voted unanimously to authorize the requested speed restriction and directed city staff to prepare an ordinance lowering the speed limit on Horse Carriage Lane. Council Members Baker, Bell, Burks, Carter, Moffitt, and Swiers voted in favor of the motion.

The ordinance to be prepared by city staff will be presented at the next regular council meeting.

A copy of the above-referenced petition filed by Mr. Grove and the residents of the Sykes Farm Subdivision is on file in the City Clerk's office.

**11. Mayor Smith announced the following upcoming events:**

- **Business After Hours on Thursday, April 16, 2015 at Tot Hill Farm from 5:30 p.m. until 7:00 p.m.**
- **Annual Identity Theft Prevention Program Committee meeting on Wednesday, April 30, 2015 at 9:00 a.m. in the Council Chamber.**
- **Chamber of Commerce *No Tie* Affair on Saturday, April 25, 2015 from 6:00 p.m. until 10:00 p.m. at J.B. and Claire Davis' Cotopaxi Farm.**
- **The Mayor's Prayer Breakfast on Thursday, May 7, 2015 at 6:45 a.m. at AVS.**
- **Asheboro Housing Authority Annual Meeting on Tuesday, May 5, 2015 at 6:00 p.m.**
- **Budget Workshop on Thursday, May 21, 2015 at 5:30 p.m.**
- **Regular city council meeting and budget public hearing on Thursday, June 4, 2015.**
- **Budget adoption on Thursday, June 25, 2015 at 12:00 p.m.**

**12. Items not on the agenda.**

- (a) Mr. Ogburn announced that the North Carolina chapter of the International Personnel Management Association (IPMA) has designated an award in honor of Mr. T. Myers Johnson, the city's former Human Resources Director who passed away on April 27, 2014. The *Myers Johnson New Member Award* will be presented to a new member of the association for his or her meritorious contributions and support to NC-IPMA during the first year of membership. The person receiving the award will be acknowledged and recognized for his or her time, volunteer efforts, and willingness to help in a multitude of areas.

- (b)** Ms. Carmen Liberatore, Manager of Eastside Homes, asked to be recognized and spoke in favor of the proposed Community Police Resource Center that will be located in a building owned by the East Side Improvement Association, Inc.

There being no further business, the meeting was adjourned at 8:32 p.m.

---

Holly H. Doerr, CMC, NCCMC, City Clerk

---

David H. Smith, Mayor

## **Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on March 2, 2015**

The Asheboro ABC Board met on March 2, 2015, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC.

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

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

The Board reviewed and there being no objection, approved the Minutes from the February 2, 2015, regular meeting.

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

Following up from last month's meeting, the GM reported that data collected from the State ALE and the Asheboro Police Department's ABC Officer does not provide enough information to make an accurate assessment concerning the ability of underage persons to purchase alcoholic beverages at permitted alcohol retailers within the City of Asheboro. After discussion, the Board directed the GM invite the Asheboro Police Department's ABC Officer to the April Board meeting to discuss the following:

1. Are ABC retailers complying with laws prohibiting the sale of alcoholic beverages to underage persons?
2. What ongoing monitoring and compliance processes are in place to ensure ABC retailers comply with laws prohibiting the sale of alcoholic beverages to underage persons?

The Board continued its review of applications for First and Second Quarter 2015 Alcohol Grant Funds. Upon motion by the Chair, the Board approved the distribution of \$1,247.98 to Alcohol and Drug Services and the distribution of remaining funds to Randolph Fellowship Homes. At the February 2015 meeting, \$3,400 was awarded to Randolph County Schools (see February 2015 Minutes).

The Board directed the GM make contact with Alcohol and Drug Services and Randolph Fellowship Homes and invite a representative from those organizations to attend a future Board meeting so the Board can learn more about the goals and functions of the organizations.

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

1. Policy Section 33 requires the General Manager maintain and administer a competitive salary schedule "comparable to the pay received by similarly situated employees in our area." Based upon policy and recent pay adjustments made to comply with the Affordable Care Act, a new pay schedule was presented to and reviewed by the Board. Upon motion by Steve Knight, the new pay schedule was approved by the Board and will be reflected in March 6, 2015, payroll checks.
2. The Change-Fund Report ending February, 2015, was reviewed with nothing remarkable noted.
3. Asheboro ABC sales statistics comparing:
  - February 2015 sales with the previous month indicate:
    - An overall +6.1% change (all sales and tax collections)
  - February 2015 sales with sales from the same month last year indicate:
    - Retail Sales +13.4%
    - Mixed Beverage Sales: -2.7%
    - Sales Tax Collections: +13.2%
    - Overall Collections: +11.7%
  - February 2015 bottle sales with bottle sales from the same month last year indicate:
    - Retail Bottle Sales: +12%
    - Mixed Beverage Bottle Sales: -2.2%
    - Overall Bottle Sales: +11.1%

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

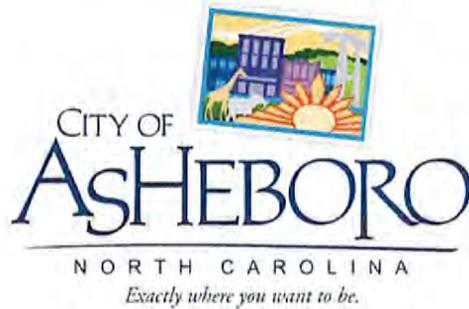
The next regular Asheboro ABC Board meeting will be held Monday, April 6, 2015, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board 4-6-15

*R. Brubel Schmidt*  
*Stephen R Knight*

  
GM



**TO:** John Ogburn, *City Manager*

**FROM:** Jonathan Sermon, *Recreation Services Superintendent*

**DATE:** April 29, 2015

**SUBJECT:** **Written notice to Council of proposed operational hours at City Swimming Pools**

The Cultural & Recreation Services Department is requesting to be placed on the council's consent agenda for the May 7<sup>th</sup> city council meeting to address the proposed operational hours at city-owned swimming pools for the 2015 season. Attached to this letter please find the proposed 2015 operational hours for both Memorial and North Asheboro Swimming Pools. This letter and attached schedule shall serve as the formal written notice to the Asheboro City Council as required each year by Article IX, Section 9.3 of the Cultural & Recreation Services Department policy manual.

Latoya Price, Cultural and Recreation Services - Aquatics Supervisor can be present at the council meeting to answer any questions concerning the proposed schedule if needed.

## North Asheboro Pool Schedule

### Sunday:

1:00pm – 6:00pm Public Open Swim

### Monday:

9:00am – 11:30am Swimming Lessons  
12:00pm – 6:00pm Public Open Swim  
6:30pm – 7:15pm Swimming Lessons  
6:30pm – 8:30pm Swim Team Practice

### Tuesday:

9:00am – 11:30am Swimming Lessons  
12:00pm – 6:00pm Public Open Swim  
6:30pm – 7:15pm Swimming Lessons  
7:30pm – 9:30pm Public Night Swim

### Wednesday:

9:00am – 11:30am Swimming Lessons  
12:00pm – 6:00pm Public Open Swim  
6:30pm – 7:15pm Swimming Lessons  
6:30pm – 8:30pm Swim Team Practice

### Thursday:

9:00am – 11:30am Swimming Lessons  
12:00pm – 6:00pm Public Open Swim  
6:30pm – 7:15pm Swimming Lessons  
7:30pm – 9:30pm Public Night Swim

### Friday:

9:00am – 11:30am Swimming Lessons  
12:00pm – 6:00pm Public Open Swim  
6:30pm – 7:15pm Swimming Lessons

### Saturday:

9:00am – 11:00am Swim Team Practice  
12:00pm – 6:00pm Public Open Swim

### Note:

Some additional days may be used for swim team practice when not in conflict with regularly scheduled pool programming.

## Memorial Pool Schedule

### Sunday:

1:00pm – 6:00pm Public Open Swim

### Monday:

11:00am – 1:00pm Public Lap/Adult Swim  
12:00pm – 12:45pm Water Aerobics  
1:00pm – 6:00pm Public Open Swim  
6:30pm – 7:15pm Swimming Lessons  
7:30pm – 9:30pm Public Night Swim

### Tuesday:

11:00am – 1:00pm Public Lap/Adult Swim  
1:00pm – 6:00pm Public Open Swim  
2:00pm – 3:00pm Water Games  
6:30pm – 7:15pm Swimming Lessons

### Wednesday:

11:00am – 1:00pm Public Lap/Adult Swim  
12:00pm – 12:45pm Water Aerobics  
1:00pm – 6:00pm Public Open Swim  
6:30pm – 7:15pm Swimming Lessons  
7:30pm – 9:30pm Public Night Swim

### Thursday:

11:00am – 1:00pm Public Lap/Adult Swim  
12:00pm – 12:45pm Water Aerobics  
1:00pm – 6:00pm Public Open Swim  
6:30pm – 7:15pm Swimming Lessons

### Friday:

11:00am – 1:00pm Public Lap/Adult Swim  
1:00pm – 6:00pm Public Open Swim  
2:00pm – 3:00pm Water Games  
6:30pm – 7:15pm Swimming Lessons

### Saturday:

12:00pm – 6:00pm Public Open Swim

### Note:

Memorial Pool Staff will post a weekly schedule, identifying pool games and programming for swimmers to partake in throughout public open swim hours, Monday thru Friday.

# North Asheboro Pool Schedule

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
9:00 – 9:30	Closed	Swim Lessons 9:00 – 11:30	Swim Team 9:00 – 11:00				
9:30 – 10:00							
10:00 – 10:30							
10:30 – 11:00							
11:00 – 11:30							
11:30 – 12:00							
12:00 – 12:30							
12:30 – 1:00	Public Open Swim 1:00 – 6:00	Public Open Swim 12:00 – 6:00					
1:00 – 1:30							
1:30 – 2:00							
2:00 – 2:30							
2:30 – 3:00							
3:00 – 3:30							
3:30 – 4:00							
4:00 – 4:30							
4:30 – 5:00							
5:00 – 5:30							
5:30 – 6:00							
6:00 – 6:30							
6:30 – 7:00							
7:00 – 7:30							
7:30 – 8:00							
8:00 – 8:30	Closed	Swim Lessons 6:30 – 7:15	Closed				
8:30 – 9:00		Swim Team 6:30 - 8:30	Public Night Swim 7:30 – 9:30	Swim Team 6:30 - 8:30	Public Night Swim 7:30 – 9:30	Closed	
9:00 – 9:30		Closed		Closed			

# Memorial Pool Schedule

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
9:00 – 9:30	Closed	Closed	Closed	Closed	Closed	Closed	Closed		
9:30 – 10:00									
10:00 – 10:30									
10:30 – 11:00									
11:00 – 11:30									
11:30 – 12:00									
12:00 – 12:30									
12:30 – 1:00									
1:00 – 1:30	Public Open Swim 1:00 – 6:00	Public Open Swim 1:00 – 6:00	Public Open Swim 1:00 – 6:00	Public Open Swim 1:00 – 6:00	Public Open Swim 1:00 – 6:00	Public Open Swim 1:00 – 6:00	Public Open Swim 12:00 – 6:00		
1:30 – 2:00									
2:00 – 2:30									
2:30 – 3:00									
3:00 – 3:30									
3:30 – 4:00									
4:00 – 4:30			Water Games 2:00 - 3:00						
4:30 – 5:00									
5:00 – 5:30									
5:30 – 6:00									
6:00 – 6:30				Closed	Closed	Closed	Closed	Closed	
6:30 – 7:00									Swim Lessons 6:30 – 7:15
7:00 – 7:30									
7:30 – 8:00	Closed	Public Night Swim 7:30 – 9:30	Closed	Public Night Swim 7:30 – 9:30	Closed	Closed			
8:00 – 8:30									
8:30 – 9:00									
9:00 – 9:30									

CONTRACT TO AUDIT ACCOUNTS

Of City of Asheboro  
Primary Governmental Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

On this 4th day of May, 2015,

Auditor: Maxton C. McDowell, CPA Auditor Mailing Address: 379 South Cox Street,  
Asheboro, North Carolina 27203

Hereinafter referred to as The Auditor

and City Council (Governing Board(s)) of City of Asheboro

(Primary Government)

and N/A : hereinafter referred to as the Governmental Unit(s), agree as follows:  
(Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2014, and ending June 30, 2015. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCU's, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).

County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Circular A-133 for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.

3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government*

Governmental Unit

N/A

Discretely Presented Component Unit's (DPCU) if applicable

*Auditing Standards.* The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2015. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relates to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent to: [lgc.invoice@nctreasurer.com](mailto:lgc.invoice@nctreasurer.com). Subject line should read "Invoice – [Unit Name]". The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. **Fees listed on signature pages.**
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.

Governmental Unit

N/A

Discretely Presented Component Unit's (DPCU) if applicable

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include but not be limited to the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and Invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, signed and dated by all parties and pre-audited if the change includes a change in audit fee. This document and a written explanation of the change must be submitted by email in PDF format to the Secretary of the LGC for approval. The portal address to upload your amended contract and letter of explanation documents is <http://nctreasurer.slgfd.leapfile.net> No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #22 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

Governmental Unit

N/A

Discretely Presented Component Unit's (DPCU) if applicable

17. Special provisions should be limited. Please list any special provisions in an attachment.
- "See attached engagement letter"
18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of February, 2015. These instructions are subject to change. Please check the NC Treasurer's web site at [www.nctreasurer.com](http://www.nctreasurer.com) for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

*SIGNATURE PAGES FOLLOW*

Contract to Audit Accounts (cont.)

City of Asheboro

Governmental Unit

N/A

Discretely Presented Component Unit's (DPCU) if applicable

City of Asheboro

- FEES

Year-end bookkeeping assistance - [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] -0-

Audit \$29,500

Preparation of the annual financial Statements \$3,000

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ 24,375

\*\* NA if there is to be no interim billing

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

Maxton C. McDowell, CPA

Name of Audit Firm

By Maxton C. McDowell

Authorized Audit firm representative name: Type or print

Signature of authorized audit firm representative

Date 5/4/18

mcmcpa@triad.rr.com

Email Address of Audit Firm

Governmental Unit Signatures:

City of Asheboro

Name of Primary Government

By David Smith, Mayor

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date

By N/A

Chair of Audit Committee - Type or print name

\*\*

Signature of Audit Committee Chairperson

Date

\*\* If Governmental Unit has no audit committee, mark this section "N/A"

City of Asheboro

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28

(a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By Deborah Reaves

Primary Governmental Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date

(Pre-audit Certificate must be dated.)

dreaves@ci.asheboro.nc.us

Email Address of Finance Officer

Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a )



# MAXTON McDOWELL

*Certified Public Accountant*

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

Member  
American Institute of Certified  
Public Accountants  
North Carolina Association of  
Certified Public Accountants

126 North Second Street  
Albemarle, North Carolina 28001  
Phone: (704) 983-5012  
Fax: (704) 983-5109

May 4, 2015

Mr. David Smith, Mayor and  
City Council of the City of Asheboro  
146 N. Church Street  
Asheboro, NC 27203

I am pleased to confirm our understanding of the services I am to provide for the City of Asheboro for the year ended June 30, 2015. I will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Asheboro as of and for the year ended June 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Asheboro's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, I will apply certain limited procedures to the City of Asheboro's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Law Enforcement Officers' Special Separation Allowance Schedules
3. Other Postemployment Benefits Schedules

I have also been engaged to report on supplementary information other than RSI that accompanies the City of Asheboro's financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and I will provide an opinion on it in relation to the financial statements taken as a whole, in a report combined with my auditor's report on the financial statements:

1. Budgetary Comparison Schedule
2. Combining and Individual Fund Financial Statements and Schedules
3. Schedule of Expenditures of Federal and State Awards

The following other information accompanying the financial statements, which is required for a Comprehensive Annual Financial Report, will not be subjected to the auditing procedures applied in my audit of the financial statements, and for which my auditor's report will not provide an opinion or any assurance on that other information:

1. Introductory Information
2. Statistical Tables

### **Audit Objectives**

The objective of my audit is the expression of opinions as to whether the City of Asheboro's basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on the City of Asheboro's:

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, grants, and agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations* and the State Single Audit Implementation Act.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

My audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; Single Audit Act Amendments of 1996; the provision of OMB Circular A-133; and the State Single Audit Implementation Act, and will include tests of the accounting records, a determination of major programs in accordance with OMB Circular A-133 and the State Single Audit Implementation Act, and other procedures I consider necessary to enable me to express such opinions. I will issue written reports upon completion of my Single Audit. My reports will be addressed to the mayor and City Council of the City of Asheboro. I will make reference to the Asheboro ABC Board's auditor's audit in my report on your financial statements. I cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for me to modify my opinions or add emphasis-of-matter or other-matter paragraphs. If my opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, I will fully discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed opinions, I may decline to express opinions or to issue a report as a result of this engagement, or may withdraw from this engagement.

### **Management Responsibilities**

Management is responsible for making all financial records and related information available to me and for the accuracy and completeness of that information. Management is also responsible for providing me with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that I may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence. Management is also responsible for identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to me in the representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and, that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and, ensuring that management is reliable and the financial information is reliable and properly recorded. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud, or illegal acts affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud or illegal acts could have a material effect on the financial statements. You are also responsible for informing me of your knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City of Asheboro complies with applicable laws, regulations, contracts, agreements and grants; and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that I may report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reporting audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for my review on September 1, 2015.

Management is responsible for the financial statements, schedule of expenditures of federal and state awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government awards programs and understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal and state awards, and related notes, and any other nonaudit services I provide and for accepting full responsibility for such decisions. As part of the audit, I will assist with

the preparation of your financial statements, schedule of expenditures of federal and state awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You will be required to acknowledge in the management representation letter my assistance with the preparation of the financial statements and the schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved them prior to their issuance and have full responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

You are responsible for the preparation of the other supplementary information, which I have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include my report on the supplementary information in any document that contains and indicates that I have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with my report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are responsible for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include my report on the schedule of expenditures of federal and state awards in any document that contains and indicates that I have reported on the schedule of expenditures of federal and state awards. You also agree to present the schedule of expenditures of federal and state awards with the audited financial statements OR make the audited financial statements readily available to users of the schedule of expenditures of federal and state awards no later than the date the schedule of expenditures of federal and state awards is issued with my report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for the presentation of the schedule of expenditures of federal and state awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal and state awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for me previous financial audits, attestation engagements, performance audits, or other engagements or studies related to the objectives discussed in the Audit Objective section of this letter. This responsibility includes relaying to me corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on my current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

#### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgement about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting

policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free from material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by me, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, I will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to my attention. I will also inform you of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. I will include such matters in the reports required for a Single Audit. My responsibility as auditor is limited to the period covered by my audit and does not extend to matters that might arise during any latter periods for which I am not engaged as auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, funding sources, and financial institutions. I will request written representations from your attorneys as part of this engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and state awards; federal and state awards programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures – Internal Controls**

My audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to the design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to *Government Auditing Standard*.

As required by OMB Circular A-133, I will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that I consider relevant to preventing or detecting material noncompliance with compliance requirements, applicable to each of the City of Asheboro's major federal and state award programs. However, my tests will be less in scope than would be necessary to render and opinion on those controls, and accordingly, no opinion will be expressed in my report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, I will communicate to management and those charged with governance internal

control related matters that are required to be communicated under professional standards, *Government Auditing Standards* and OMB Circular A-133.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of the City of Asheboro's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and I will not express such an opinion in my report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that I also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. My procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* and the Audit Manual for Governmental Auditors in North Carolina, issued by the Local Government Commission, for the types of compliance requirements that could have a direct and material effect on each of the City of Asheboro's major programs. The purpose of those procedures will be to express an opinion on the City of Asheboro's compliance with requirements applicable to major programs in my report on compliance issued pursuant to OMB Circular A-133.

#### **Audit Administration, Fees and Other**

I understand that your employees will prepare all cash, accounts receivable, or other confirmations I request and will locate any invoices selected by me for testing.

At the conclusion of the engagement, I will complete the appropriate sections of the Data Collection Form that summarizes my audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditor's reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. I will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after the receipt of the auditor's report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

I will provide copies of my reports to the city of Asheboro; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of my reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Maxton C. McDowell, CPA and constitutes confidential information. However, pursuant to authority given by law or regulation, I may be requested to make certain audit documentation or individuals available to a grantor agency or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Maxton C. McDowell, CPA personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

City of Asheboro  
May 4, 2015  
Page Seven

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the grantor agency. If I am aware that a federal and state awarding agency, pass-through entity, or auditee is contesting an audit finding, I will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

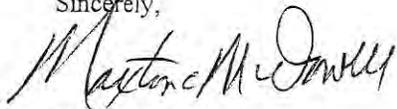
I expect to issue my reports no later than October 31, 2015. My fees for these services will be at standard hourly rates plus out-of-pocket costs (such as report production, typing, postage, travel copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$32,500. Standard hourly rates vary according to degree of responsibility involved and the experience level of the personnel assigned to your audit. My invoice for these fees will be rendered periodically as work progresses and are payable upon presentation. In accordance with firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If services are terminated due to nonpayment, you will be obligated to compensate for all time expended and to reimburse for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary; I will discuss it with you and arrive at a new fee estimate before additional cost is incurred.

Government Auditing Standards require that, if requested by you, a copy of my most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract be provided to you. My 2012 peer review report accompanies this letter.

I appreciate the opportunity to be of service to the City of Asheboro and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know.

If you agree with the terms of this engagement as described in this letter, please sign and return the original and the enclosed copies.

Sincerely,



Maxton C. McDowell  
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of the City of Asheboro.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

System Review Report

July 23, 2012

To Maxton C. McDowell  
and the Peer Review Committee of the North Carolina  
Association of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Maxton McDowell, CPA (the firm) in effect for the year ended February 29, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Maxton McDowell, CPA in effect for the year ended February 29, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Maxton McDowell, CPA has received a peer review rating of *pass*.

*Bernard Robinson & Company, LLP*

BERNARD ROBINSON & COMPANY, L.L.P.

**City of Asheboro  
Finance Office**

**To:** John N. Ogburn III, City Manager

**From:** Debbie Reaves, Finance Director *DReaves*

**Date:** May 1, 2105

**Re:** Budget Amendments for Council Meeting 5-7-15

Attached are two budget amendments for City Council consideration & adoption at the May 7th Council Meeting: Ordinance to Amend the General Fund and an Ordinance to Amend the Water & Sewer Fund. While we have discussed these individual changes / costs, I have summarized the changes for you below.

**Changes impacting both General Fund (GF) and Water & Sewer Fund (W&S):**

- Fringe- Medical Insurance- Increase due to high health insurance claims – increase of \$460,427 GF, \$144,951 W&S. With your approval, I have already transferred two thirds of this amount to the Medcost Insurance Fund account to cover claims already submitted and paid. The remaining third is requested to provide funds to cover anticipated claims and monthly administrative fixed costs for May & June 2015.

**General Fund Changes:**

- Mayor & Governing Body: Allocation requested for the upcoming All America City Award Trip to Colorado. Airline Tickets have all ready been purchased for approximately \$15,000. Allocation: \$50,000
- Planning & Community Development:
  - Outside Contract for Code Enforcement work authorized to assist the City's Code Enforcement Department. Allocation: \$40,000
  - Asbestos Abatement costs associated with house / building demolition needed to carry out Code Enforcement mandates. Allocation \$15,000
- Municipal Building: Estimated increases to building and maintenance account budget and small equipment account allocation needed to account for the rehab of City Hall. This year focus: Council Chambers, Conference Room, Inspections Department: Allocation: \$52,000

**Revenue Changes:**

The above referenced General Fund and Water & Sewer Fund expenditure changes will be paid for out of fund balance allocations: \$617,427 in GF and \$144,951 from W&S Fund

ORDINANCE TO AMEND  
THE GENERAL FUND  
FY 2014-2015

WHEREAS, expenditures for 2014-2015 have changed in relation to the current adopted budget, and;

WHEREAS, The City Council of the City of Asheboro desires to amend the budget as required by law to adjust for changes in expenditures in comparison to the current fiscal year adopted budget, and;

WHEREAS, the City Council of the City of Asheboro wants to be in compliance with all generally accepted accounting principles, and;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA:

Section 1: That the following Revenue line item be increased:

<u>Account #</u>	<u>Description</u>	<u>Increase</u>
10-399-0000	Fund Balance Allocation	617,427

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-410-0704	Fringe- Insurance	1,084
10-420-0704	Fringe- Insurance	204
10-440-0704	Fringe- Insurance	2,438
10-450-0704	Fringe- Insurance	2,438
10-480-0704	Fringe- Insurance	1,300
10-490-0704	Fringe- Insurance	9,750
10-495-0704	Fringe- Insurance	1,625
10-510-0704	Fringe- Insurance	152,750
10-530-0704	Fringe- Insurance	92,625
10-540-0704	Fringe- Insurance	3,450
10-545-0704	Fringe- Insurance	4,875
10-550-0704	Fringe- Insurance	13,000
10-555-0704	Fringe- Insurance	32,500
10-565-0704	Fringe- Insurance	35,750
10-575-0704	Fringe- Insurance	4,063
10-580-0704	Fringe- Insurance	34,125
10-585-0704	Fringe- Insurance	1,625
10-590-0704	Fringe- Insurance	4,875
10-615-0704	Fringe- Insurance	3,250
10-620-0704	Fringe- Insurance	13,000
10-625-0704	Fringe- Insurance	3,450
10-640-0704	Fringe- Insurance	42,250
10-410-1410	Great America City Award	50,000
10-490-0400	Professional Services	40,000

ORDINANCE TO AMEND  
THE GENERAL FUND  
FY 2014-2015

10-490-4500	Asbestos Abatement	15,000
10-500-1500	Maintenance & Repair- Building	48,000
10-500-6000	Small Equipment	4,000

Increase / (Decrease) 617,427

Adopted this 7<sup>th</sup> day of May, 2015

\_\_\_\_\_  
David H. Smith, Mayor

ATTEST:

\_\_\_\_\_  
Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE TO AMEND  
THE WATER & SEWER FUND  
FY 2014-2015

WHEREAS, expenditures for 2014-2015 have changed in relation to the current adopted budget, and;

WHEREAS, the City Council of the City of Asheboro desires to amend the budget as required by law to adjust for changes in revenues and expenditures in comparison to the current fiscal year adopted budget, and;

WHEREAS, the City Council of the City of Asheboro wants to be in compliance with all generally accepted accounting principles, and;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA:

Section 1: That the following Revenue line item be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
30-399-0000	Fund Balance Allocation	144,951

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
30-720-0704	Fringe- Insurance	8,938
30-810-0704	Fringe- Insurance	17,344
30-820-0704	Fringe- Insurance	17,615
30-830-0704	Fringe- Insurance	25,740
30-840-0704	Fringe- Insurance	18,969
30-850-0704	Fringe- Insurance	27,095
30-860-0704	Fringe- Insurance	3,250
30-870-0704	Fringe- Insurance	17,875
30-880-0704	Fringe- Insurance	8,125
	Increase	144,951

Adopted this 7<sup>th</sup> day of May, 2015

\_\_\_\_\_  
David H. Smith, Mayor

ATTEST:

\_\_\_\_\_  
Holly H. Doerr, CMC, NCCMC, City Clerk

**ORDINANCE NUMBER \_\_\_\_\_**

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**ORDINANCE AUTHORIZING A SPEED LIMIT OF 25 MILES PER HOUR  
FOR HORSE CARRIAGE LANE**

**WHEREAS**, Section 160A-296 of the North Carolina General Statutes provides that a city shall have general authority and control over all public streets, sidewalks, alleys, bridges, and other ways of public passage within its corporate limits; and

**WHEREAS**, Section 20-141(b) of the North Carolina General Statutes provides as follows:

Except as otherwise provided in this Chapter, it shall be unlawful to operate a vehicle in excess of the following speeds:

- (1) Thirty-five miles per hour inside municipal corporate limits for all vehicles.
- (2) Fifty-five miles per hour outside municipal corporate limits for all vehicles except school buses and school activity buses; and

**WHEREAS**, Section 20-141(e) of the North Carolina General Statutes provides as follows:

Local authorities, in their respective jurisdictions, may authorize by ordinance higher speeds or lower speeds than those set out in subsection (b) upon all streets which are not part of the State highway system; but no speed so fixed shall authorize a speed in excess of 55 miles per hour. Speed limits set pursuant to this subsection shall be effective when appropriate signs giving notice thereof are erected upon the part of the streets affected; and

**WHEREAS**, speed restrictions established by the Asheboro City Council by means of the adoption of an appropriate ordinance are to be recorded in Schedule 16 of Chapter 72 of the Code of Asheboro; and

**WHEREAS**, during a regular meeting of the Asheboro City Council on April 9, 2015, a petition was presented by Mr. Stephen S. Grove on behalf of the residents living on Horse Carriage Lane, which is a city-maintained street located within the corporate limits of the City of Asheboro, and Mr. Grove's cover letter for the said petition provided, in pertinent part, as follows:

On behalf of 100% of the residents of Horse Carriage Lane in the Sykes Farm Subdivision, please submit the executed petition that I delivered to you (City Engineer Michael Leonard, P.E.) on March 4<sup>th</sup> to the City Council for their consideration at its April 9<sup>th</sup> meeting.

The Petition summary and background: The 35 mph speed limit on Horse Carriage Lane, Carriage at Sykes Farm Subdivision, is excessive considering the young people who ride their bikes, scooters and skate boards in or near our 20' wide roadway. The steep grade and large curve therein add to the safety concerns we have. Also, many drivers do not see the yellow "No Outlet" tag on our street sign and are unaware of the large number of children who play on our street.

Action petitioner for: The subject petitioners respectfully request the Asheboro City Council to lower the speed limit to 25 mph, on Horse Carriage Lane, for the safety concerns stated above; and

**WHEREAS**, no traffic study and/or public input in opposition to this petition has been presented to the Asheboro City Council;

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

**Section 1.** On and after the effective date of this Ordinance, the speed limit on Horse Carriage Lane shall be twenty-five (25) miles per hour.

**Section 2.** The city manager is hereby directed to cause, in consultation with the chief of police, the appropriate signs giving notice of the authorized speed limit of twenty-five (25) miles per hour to be erected upon Horse Carriage Lane.

**Section 3.** The city clerk shall amend Schedule 16 of Chapter 72 of the Code of Asheboro to reflect the imposition of the above-stated speed restriction.

**Section 4.** All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

**Section 5.** This Ordinance shall take effect and be in force from and after May 15, 2015.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on the 7<sup>th</sup> day of May, 2015.

**[The remainder of this page was intentionally left blank.  
The signature blocks for this Ordinance are located on the next page.]**

---

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

ATTEST:

---

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

**ORDINANCE NUMBER \_\_\_\_\_**

**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA**

**AN ORDINANCE REGULATING PARKING IN THE PUBLIC  
VEHICULAR AREA AT 1010 NORTH FAYETTEVILLE STREET**

**WHEREAS**, Section 160A-301(d) of the North Carolina General Statutes provides that the city council may, by ordinance, prohibit the stopping, standing, or parking of vehicles during any specified hours in a privately owned public vehicular area when the owner or person in general charge and control of such an area requests in writing that such an ordinance be adopted; and

**WHEREAS**, Section 71.05 of the Code of Asheboro provides as follows:

§ 71.05 POSTING OF NO PARKING AREAS ON PRIVATE PROPERTY.

(A) *Parking in violation of signs prohibited.* No person shall stop, leave standing, or park a motor vehicle in the area specified in this section in violation of posted signs, when signs are placed, erected or installed giving notice that stopping, standing or parking is regulated, prohibited, or prohibited during certain hours, in that space or area.

(B) *Locations designated.* The following locations are designated as "no parking" spaces: (Area and time of parking restrictions to be described--Schedule 17 of § 72.02).

(C) *Cost of signs.* The cost of erecting or installing signs, and the cost of all necessary signs as determine(d) by the Chief of Police shall be paid for by the individual requesting regulations.

(D) *Enforcement.* The provisions of this section shall be enforceable in the same manner and in accordance with G.S. § 14-4. (citations omitted); and

**WHEREAS**, JHS Master Capital, LLC, which is a North Carolina limited liability company, owns a lot or parcel of land located at 1010 North Fayetteville Street in Asheboro, the said parcel of land is more specifically identified by Randolph County Parcel Identification Number 7751987273; and

**WHEREAS**, due to the problems posed by individuals congregating with their vehicles on the public vehicular area of this parcel of land, especially in the vicinity of the car wash that is located on the said lot, Mr. Jeffrey Schwarz, who is the member/manager of the limited liability company that owns the land, has submitted a written request, with supplemental clarification, to

have the parking of vehicles in the privately owned public vehicular area located at 1010 North Fayetteville Street prohibited between the hours of 7:00 o'clock p.m. and 7:00 o'clock a.m. every day of the calendar week;

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

**Section 1.** Pursuant to Section 160A-301(d) of the North Carolina General Statutes and Section 71.05 of the Code of Asheboro, the stopping, standing, or parking of vehicles within and upon the privately owned public vehicular area of the lot/parcel of land located at 1010 North Fayetteville Street (Randolph County Parcel Identification Number 7751987273) is hereby prohibited between the hours of 7:00 o'clock p.m. and 7:00 o'clock a.m. every day of the calendar week. For the limited purpose of implementing the parking prohibition prescribed by this Ordinance, the public vehicular area subject to this prohibition shall not be deemed to include the wash bays, wash bay lanes, and the area immediately adjoining vacuum cleaning units that function and are in fact used, as designed and intended, as integral components of the car wash business located on the parcel of land.

**Section 2.** The number and type of signs necessary to lawfully implement the provisions of this Ordinance shall be erected and/or installed in a manner to be determined by the Chief of Police or his designee, and the entirety of the cost of erecting and/or installing the signs deemed necessary by the Chief of Police or his designee shall be the responsibility of the property owner. The cost of installing the requisite signage shall be determined in accordance with the standard fees charged by the City of Asheboro Public Works Division for such signage, and this signage shall not be installed until payment has been received in full.

**Section 3.** The city clerk shall list in Schedule 17 of Section 72.02 of the Code of Asheboro the parking restriction imposed by this Ordinance, specifically including the time period when parking is prohibited and a description of the public vehicular area subject to the said parking restriction.

**Section 4.** This Ordinance shall become effective upon adoption.

This Ordinance was adopted in regular session by the Asheboro City Council on this the 7<sup>th</sup> day of May, 2015.

---

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

ATTEST:

---

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

**RESOLUTION NUMBER \_\_\_\_\_****CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA****RESOLUTION APPROVING FINANCING TERMS**

**WHEREAS**, the City of Asheboro (hereinafter referred to as the “City”) previously decided to undertake a project for the financing of vehicles and equipment (this project will be hereinafter referred to as the “Project”); and

**WHEREAS**, Section 160A-20 of the North Carolina General Statutes authorizes the City to finance the purchase of personal property by means of an installment contract that creates a security interest in the purchased property to secure payment of the purchase price to the entity supplying financing for the purchase transaction; and

**WHEREAS**, by means of adopting Resolution Number 19 RES 7-14 on July 10, 2014, the Asheboro City Council has previously stated its intent that, prior to the execution of any installment financing agreement and consistent with the city’s budget ordinance for fiscal year 2014-2015, a maximum of \$752,252.00 may be expended from the General Fund during the current fiscal year for certain vehicles and equipment referenced in the adopted Resolution of Intent; and

**WHEREAS**, also by means of adopting Resolution Number 19 RES 7-14 on July 10, 2014, the Asheboro City Council has previously formally and explicitly declared the official intent of the City of Asheboro to fully reimburse, with loan proceeds from an installment financing agreement that is to be executed prior to the end of the 2014-2015 fiscal year, any and all expenditures from the General Fund for the purchase during the current fiscal year of the vehicles and equipment identified in the Resolution of Intent that are necessary to the provision of essential municipal services; and

**WHEREAS**, after searching for favorable financing rates and terms, the city manager and the finance director have presented a proposal for the financing of the above-referenced Project;

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

**Section 1.** The determination is hereby made that the City will finance the Project through Branch Banking and Trust Company (hereinafter referred to as “BB&T”) in accordance with the proposal dated April 15, 2015. The amount financed shall not exceed \$690,040.00, the annual interest rate (in the absence of a default or a change in tax status) shall not exceed 1.61%, and the financing term shall not exceed 59 months from closing.

**Section 2.** All financing contracts and all related documents for the closing of the financing (hereinafter referred to as the “Financing Documents”) shall be consistent with the

foregoing terms. All officers and employees of the City are hereby authorized and directed to execute and deliver any Financing Documents and to take all such further action as they may consider necessary or desirable to carry out the financing of the Project as contemplated by the proposal and this Resolution.

**Section 3.** The finance officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. To the extent authorized by law and any applicable rules of professional conduct, the finance officer is authorized to approve changes to any Financing Documents previously signed by City officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the finance officer shall approve, with the finance officer's release of any Financing Documents for delivery constituting evidence of such officer's final approval of the documents' final form.

**Section 4.** The City shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

**Section 5.** In addition to the above-referenced and previously adopted Resolution of Intent (Resolution Number 19 RES 7-14) , the City intends that the adoption of this Resolution will be a continuing declaration of the City's official intent to reimburse expenditures for the Project that is to be financed from the proceeds of the BB&T financing described above. The City intends that funds that have been advanced, or that may be advanced, from the City's General Fund, or any other fund related to the Project, for Project costs may be reimbursed from financing proceeds.

**Section 6.** All prior actions of City officers in furtherance of the purposes of this Resolution are hereby ratified, approved, and confirmed. All other resolutions (or parts thereof) in conflict with this Resolution are hereby repealed to the extent of any such conflict. This Resolution shall take effect immediately.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting of the governing board that was held on the 7<sup>th</sup> day of May, 2015.

**[The remainder of this page was intentionally left blank.  
The signature blocks for this Resolution are located on the next page.]**

---

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

ATTEST:

---

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



**SUB-15-01: Preliminary Plat for Residential Planned Unit Development**

(Olde Towne Village Phase III: Carolina Bank)

**Staff Report**

**SUBDIVISION STAFF REPORT**  
Preliminary Plat

**CASE #** SUB-15-01

**Date** 5/4/15 PB, 5/7/15 CC

**GENERAL INFORMATION**

**Subdivision Name** Olde Towne Village (Phase III)  
**Requested Action** Subdivision Preliminary Plat  
**Applicant** Carolina Bank  
**Address** 335 South Fayetteville Street: Asheboro, NC 27203  
**Phone** 336-318-1381  
**Location** Southern Terminus of Olde Towne Parkway

**PARCEL INFORMATION**

**PIN** 7741971724  
**Size** 6.03 acres (+/-) plus 12 acre future development area  
**Number of Lots** 5 + common area  
**Existing Zoning** R15  
**Average Lot Size** 3,503 square ft. + common area  
**Existing Land Use** Undeveloped

**Surrounding Land Use**

<b>North</b>	Residential PUD	<b>East</b>	Low-density residential/undeveloped
<b>South</b>	Undeveloped	<b>West</b>	Low-density residential/ R15 Subdivision

**LAND DEVELOPMENT PLAN**

**Growth Strategy Map** Long-Range Growth  
**Proposed Land Use Map** Suburban Residential  
**Small Area Plan Map** Northwest  
**Identified Activity Center?** No  
**Development Issues** In March, 2015, a Special Use Permit and subdivision sketch design were approved for this Residential Planned Unit Development consisting of five (5) single family detached dwellings.

This approval included a variance from the requirement for recreation space mandated by the Asheboro Subdivision Ordinance for this phase of the development only.

**SUBDIVISION STAFF REPORT**  
Preliminary Plat

**DEPARTMENT COMMENTS**

**Engineering**      Plat comments have been addressed.

**Public Works**      Plat comments have been addressed.

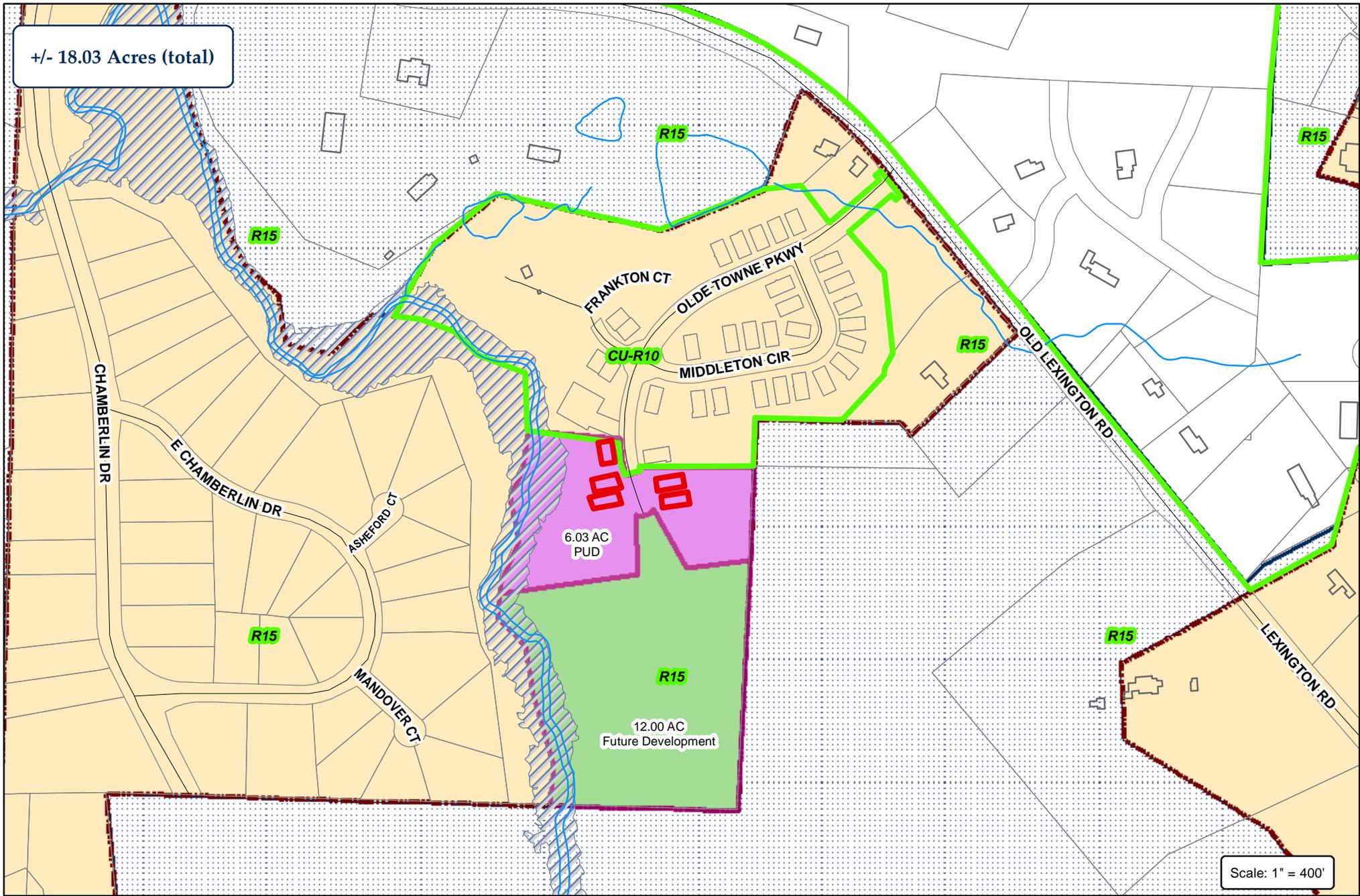
**Planning**      Plat comments are pending (as of 4-29-15).  
  
HOA documents (including prohibition of recreational vehicles) will be recorded with the final plat.

**Other**

**Staff Recommendation**      Approve noting above comments.

**Planning Board Recommendation**      The Planning Board will consider this request during its May 4, 2015 meeting.

+/- 18.03 Acres (total)



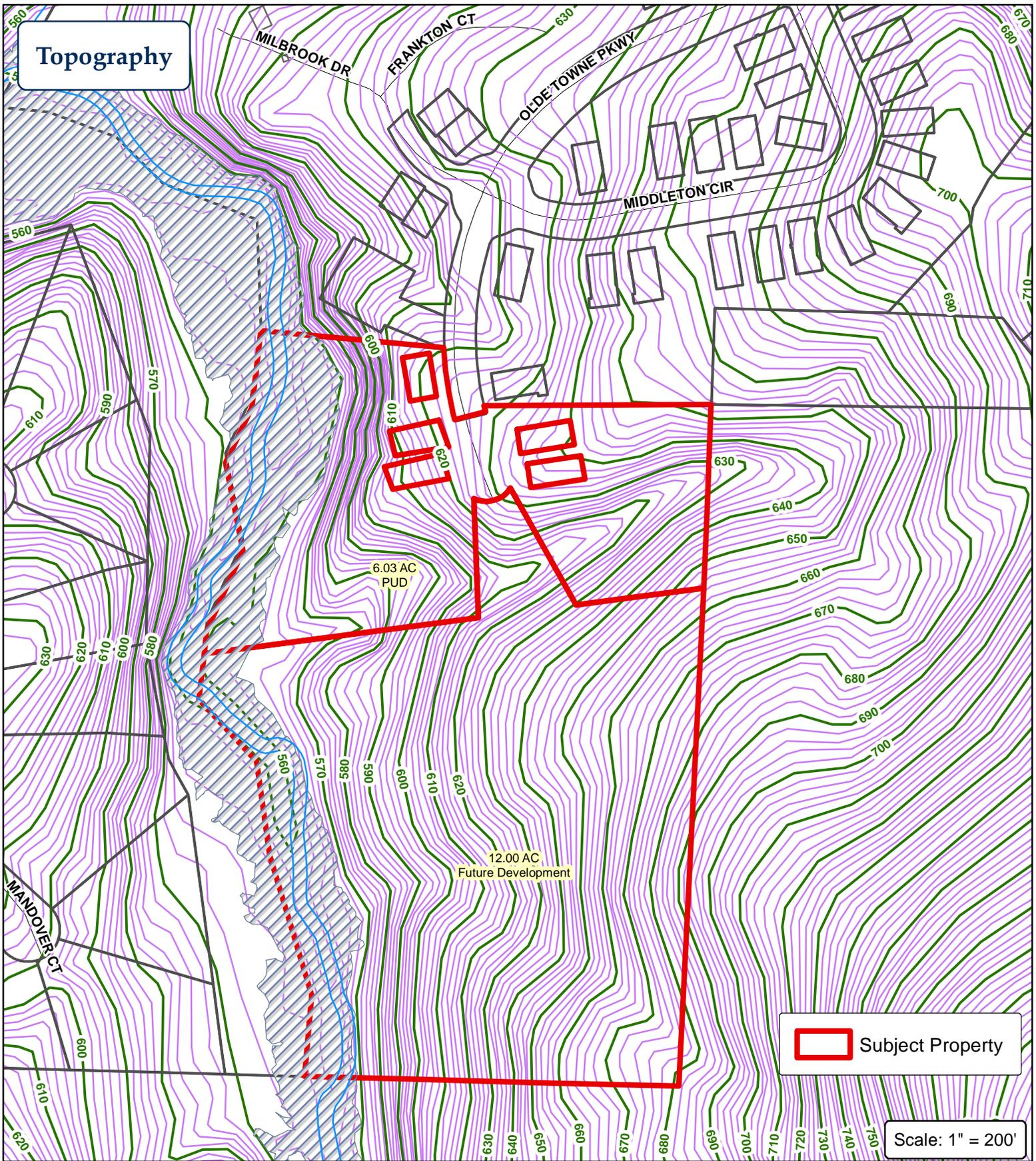
- Future Development
- PUD

**City of Asheboro**  
**Planning & Zoning Department**  
**Subdivision Case: SUB-15-01**  
**Special Use Permit: SUP-15-02**  
**Parcel: 7741971724**

- Subject Property
- Zoning
- City Limits
- ETJ



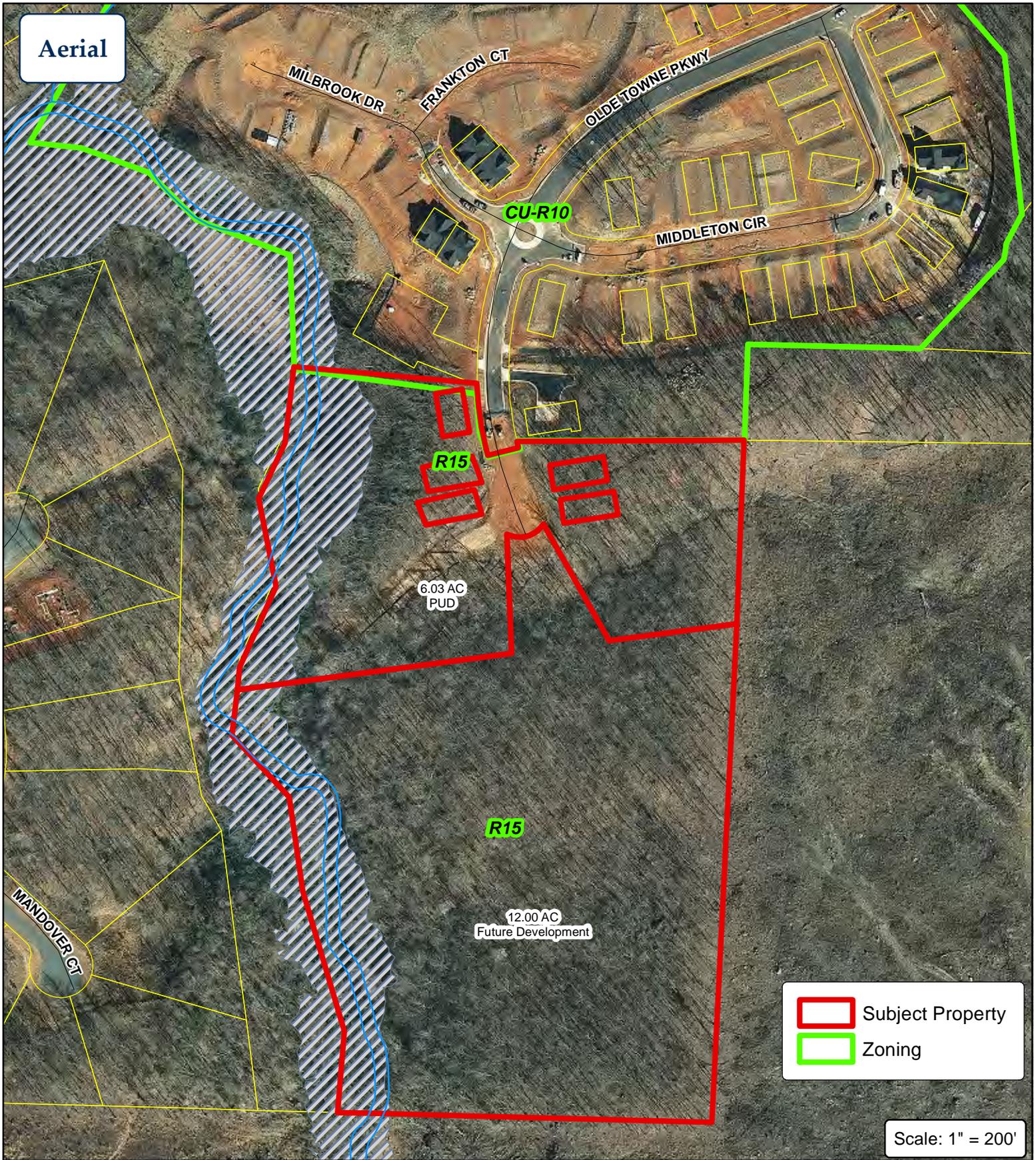
**Topography**



**City of Asheboro**  
**Planning & Zoning Department**  
**Subdivision Case: SUB-15-01**  
**Special Use Permit: SUP-15-02**  
**Parcels: 7741971724**



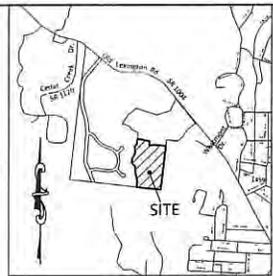
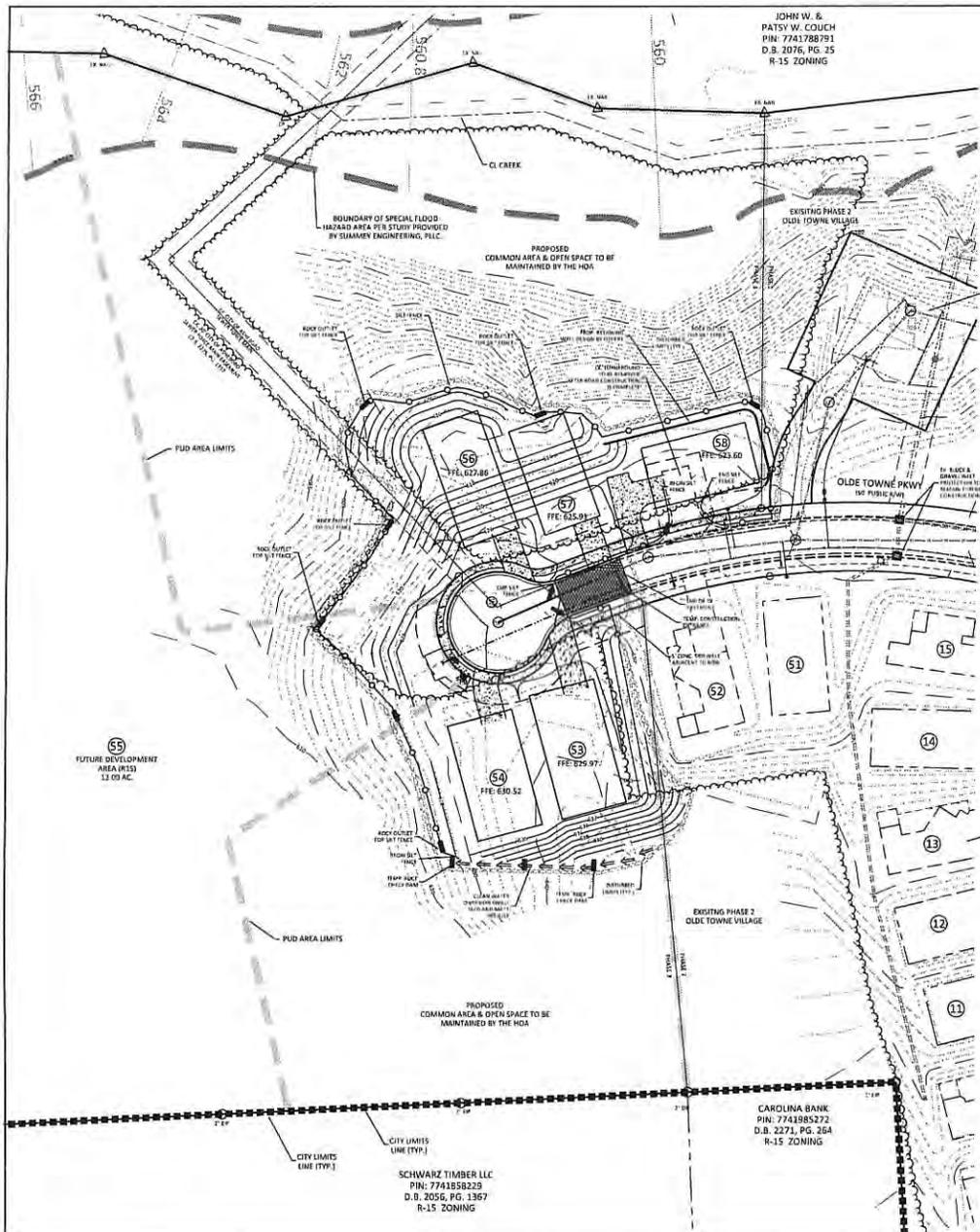
Aerial



**City of Asheboro**  
**Planning & Zoning Department**  
**Subdivision Case: SUB-15-01**  
**Special Use Permit: SUP-15-02**  
**Parcel: 7741971724**







VICINITY MAP

PARCEL DATA:

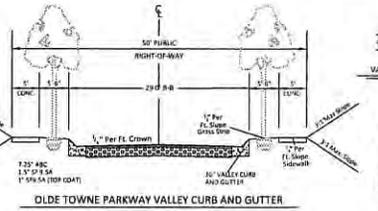
PARCEL ID: 774100127  
 TOTAL PHASE 3 ACRES: 18.03 AC +/-  
 DED. REC. B. 2/27/93  
 PLAT REF. P.B. 109 PG. 64  
 P.B. 402 PG. 4  
 EXISTING ZONING: R-15  
 EXISTING USE: VACANT  
 PROPOSED USE: RESIDENTIAL  
 TOTAL AREA IN PUBD. & DED. AC.  
 AREA IN FUTURE DEVELOPMENT: 12.00 AC.  
**FIRE HYDRANT NOTE:**  
 FIRE HYDRANT LOCATIONS ARE TEMPORAL SUBJECT TO APPROVAL BY APC-CR-16.  
**BUILDING SETBACK NOTE:**  
 SETBACKS SHALL BE MAINTAINED AS SHOWN ON SEPARATE PLANS FROM A MINIMUM OF 25' AND SHALL BE MAINTAINED TO INDUSTRY STANDARDS.  
**PERMIT NOTE:**  
 SPECIAL DIFFERENT FOR PLANNED UNIT DEVELOPMENT P. 10.3.3.2.1.  
**STREET LIGHT POLE NOTE:**  
 STREET LIGHT POLES SHALL BE MAINTAINED AS SHOWN ON SEPARATE PLANS FROM A MINIMUM OF 25' AND SHALL BE MAINTAINED TO INDUSTRY STANDARDS.

EROSION CONTROL NOTES (ALSO SEE DETAIL 04-115)

1. PROPOSED EROSION CONTROL MEASURES AND DEVICES SHOWN ON THE PLAN SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
2. THE EROSION CONTROL MEASURES AND DEVICES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
3. ALL EROSION CONTROL MEASURES AND DEVICES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
4. ALL EROSION CONTROL MEASURES AND DEVICES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
5. ALL EROSION CONTROL MEASURES AND DEVICES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.

NOTES

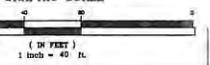
THIS MAP DOES NOT MEET G.S. 47-30 AND IS NOT FOR RECORDING.  
 THIS PROPERTY IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD PRIOR TO THE DATE OF THIS MAP AND WHICH WERE NOT VISIBLE AT THE TIME OF SURVEY.  
 THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT NECESSARILY INDICATE ALL ENCUMBRANCES UPON THIS PROPERTY.  
 CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION AND REPORT ANY CONFLICTS TO THE ENGINEER.  
 CONTRACTOR IS RESPONSIBLE FOR ANY REQUIRED PEDESTRIAN OR TRAFFIC CONTROL PLANS, EQUIPMENT, AND LABOR REQUIRED FOR TRAFFIC CONTROL.  
 BOUNDARY FROM PLATS BY DUNCAN KENNEDY LAND SURVEYING, FULL TOPOGRAPHIC SURVEY FOR RANDOLPH COUNTY GIS & DUNCAN KENNEDY LAND SURVEYING, PLLC. NO BOUNDARY OR TOPOGRAPHIC SURVEY CONDUCTED BY STOLTZLUS ENGINEERING, INC.  
 CITY OF ASHERBORO NOTES:  
 20' WIDE CITY OF ASHERBORO SANITARY SEWER EASEMENT WILL BE PROVIDED ALONG ALL 8' SANITARY SEWER LINES NOT IN PUBLIC R/W.  
 20' WIDE CITY OF ASHERBORO WATER LINE EASEMENT WILL BE PROVIDED ALONG ALL WATER LINES CONNECTING TO THE CITY OF ASHERBORO WATER SYSTEM, TO THE FIRE HYDRANTS AND METERS THAT ARE NOT IN PUBLIC R/W.  
 ALL STORM SEWER NOT IN PUBLIC R/W WILL BE MAINTAINED BY HOMEOWNERS' ASSOCIATION.  
 STREET LIGHTS SHALL BE INSTALLED WHICH MEET THE DESIGN STANDARDS OF THE CITY OF ASHERBORO STREET LIGHTING POLICY. OCCASIONAL LIGHTS MATCHING EXISTING OLDE TOWNE VILLAGE ARE PROPOSED FOR PHASE 3.



LEGEND

Symbol	Description	Symbol	Description
Circle with cross	10' CONC. CURB	Circle with cross	10' CONC. CURB
Circle with cross	12' CONC. CURB	Circle with cross	12' CONC. CURB
Circle with cross	15' CONC. CURB	Circle with cross	15' CONC. CURB
Circle with cross	20' CONC. CURB	Circle with cross	20' CONC. CURB
Circle with cross	25' CONC. CURB	Circle with cross	25' CONC. CURB
Circle with cross	30' CONC. CURB	Circle with cross	30' CONC. CURB
Circle with cross	35' CONC. CURB	Circle with cross	35' CONC. CURB
Circle with cross	40' CONC. CURB	Circle with cross	40' CONC. CURB
Circle with cross	45' CONC. CURB	Circle with cross	45' CONC. CURB
Circle with cross	50' CONC. CURB	Circle with cross	50' CONC. CURB
Circle with cross	55' CONC. CURB	Circle with cross	55' CONC. CURB
Circle with cross	60' CONC. CURB	Circle with cross	60' CONC. CURB
Circle with cross	65' CONC. CURB	Circle with cross	65' CONC. CURB
Circle with cross	70' CONC. CURB	Circle with cross	70' CONC. CURB
Circle with cross	75' CONC. CURB	Circle with cross	75' CONC. CURB
Circle with cross	80' CONC. CURB	Circle with cross	80' CONC. CURB
Circle with cross	85' CONC. CURB	Circle with cross	85' CONC. CURB
Circle with cross	90' CONC. CURB	Circle with cross	90' CONC. CURB
Circle with cross	95' CONC. CURB	Circle with cross	95' CONC. CURB
Circle with cross	100' CONC. CURB	Circle with cross	100' CONC. CURB

GRAPHIC SCALE



Allen P. Stoltzfus, P.E., C.E.B.T.Z.  
 astoltzfus@stoltzfus-engineering.com  
 336-994-0207  
 138 S. South Cherry Street  
 Greensboro, NC 27404



**OLDE TOWNE VILLAGE PHASE 3**  
 GRADING & EROSION PLAN

DATE: 01/11/2015  
 DRAWN BY: SDT  
 CHECKED BY: ANS  
 DATE: 01/11/2015  
 PROJECT NO.: 2038.07  
 REF. NO.:  
 SCALE: 1"=40'

REVISIONS:

NO.	DATE	REVISION

DATE: 01/11/2015  
 DRAWN BY: SDT  
 CHECKED BY: ANS  
 DATE: 01/11/2015  
 PROJECT NO.: 2038.07  
 REF. NO.:  
 SCALE: 1"=40'

Seal Redacted



**SUB-15-02: Sketch Design Plat**

(New Century Industrial Center: Larry McKenzie)

**Staff Report**

**SUBDIVISION STAFF REPORT**  
Sketch Design

**CASE #** SUB-15-02

**Date** 5/4/15 PB, 5/7/15 CC

**GENERAL INFORMATION**

**Subdivision Name** New Century Industrial Center  
**Requested Action** Subdivision Sketch Design  
**Applicant** Mr. Larry McKenzie  
**Address** 126 Lanier Avenue  
**Phone** 336-953-2913  
**Location** New Century Drive (south of McDowell Road, extending to Veterans Loop Road)

**PARCEL INFORMATION**

**PIN** 7659273991 (portion east of I-73/I-74) and 7659288862

**Size** 18.982 acres (+/-)      **Number of Lots** 2 + residual (existing) lot

**Existing Zoning** I2 (subject) /I1(residual)      **Average Lot Size** 8.96 acres

**Existing Land Use** Undeveloped/Public Use facility (on residual portion)

**Surrounding Land Use**

**North** Public Use Facility (PART)

**East** Low-density residential

**South** Industrial

**West** I-73/I-74/US Hwy. 220 Bypass

**LAND DEVELOPMENT PLAN**

**Growth Strategy Map** Economic Development

**Proposed Land Use Map** Industrial

**Small Area Plan Map** Southeast

**Identified Activity Center?** No

**Development Issues** The proposal will extend New Century Drive approximately 1772 feet from its current terminus south of McDowell Road (adjacent to Randolph County Office Building and Randolph County Jail) to Veterans Loop Road.

The property is less than one mile north of the future interchange of I-73/I-74 (US Hwy. 220 Bypass) and US Hwy. 64 Bypass.

This property lies within the US Hwy. 220 Overlay District.

NCDOT review and approval will be required prior to construction.

**SUBDIVISION STAFF REPORT**  
Sketch Design

**DEPARTMENT COMMENTS**

**Engineering**      Plat comments are pending (as of 4-29-15).

As specified by Article IX, Section E of the Subdivision Ordinance (Required Improvements and Design Standards- Water and Sewerage Systems), additional detail concerning utility services (i.e. water/sewer) will be required with preliminary plat.

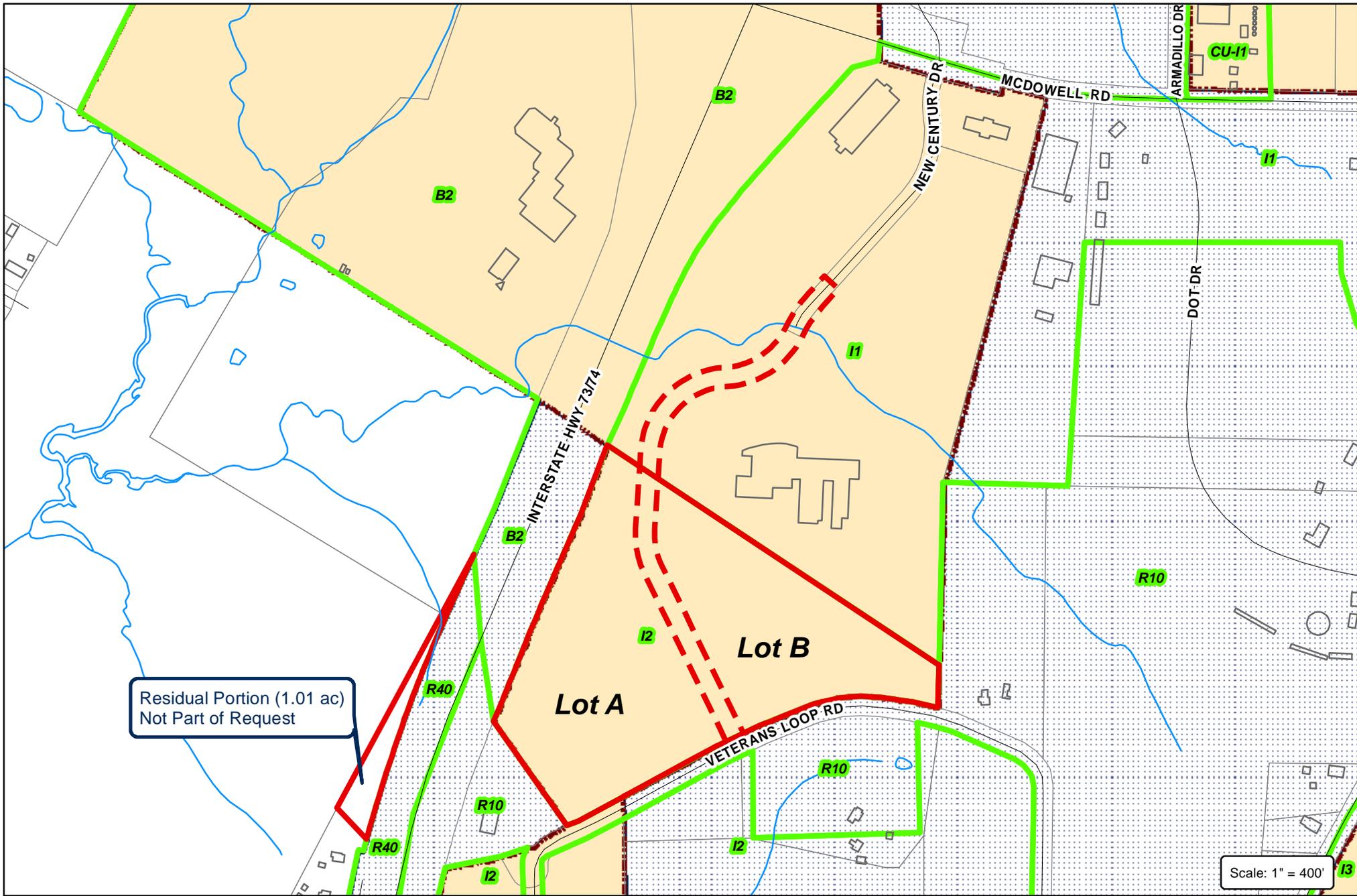
**Public Works**      Plat comments are pending (as of 4-29-15).

**Planning**      Plat comments are pending (as of 4-29-15).

**Other**      Fire hydrant location(s) shall be coordinated with the Fire Department. Additional detail will be required with the preliminary plat and as each lot develops, depending on the specific use(s).

**Staff Recommendation**      Approve noting above comments.

**Planning Board Recommendation**      The Planning Board will consider this request during its May 4, 2015 meeting.



Residual Portion (1.01 ac)  
Not Part of Request

Scale: 1" = 400'

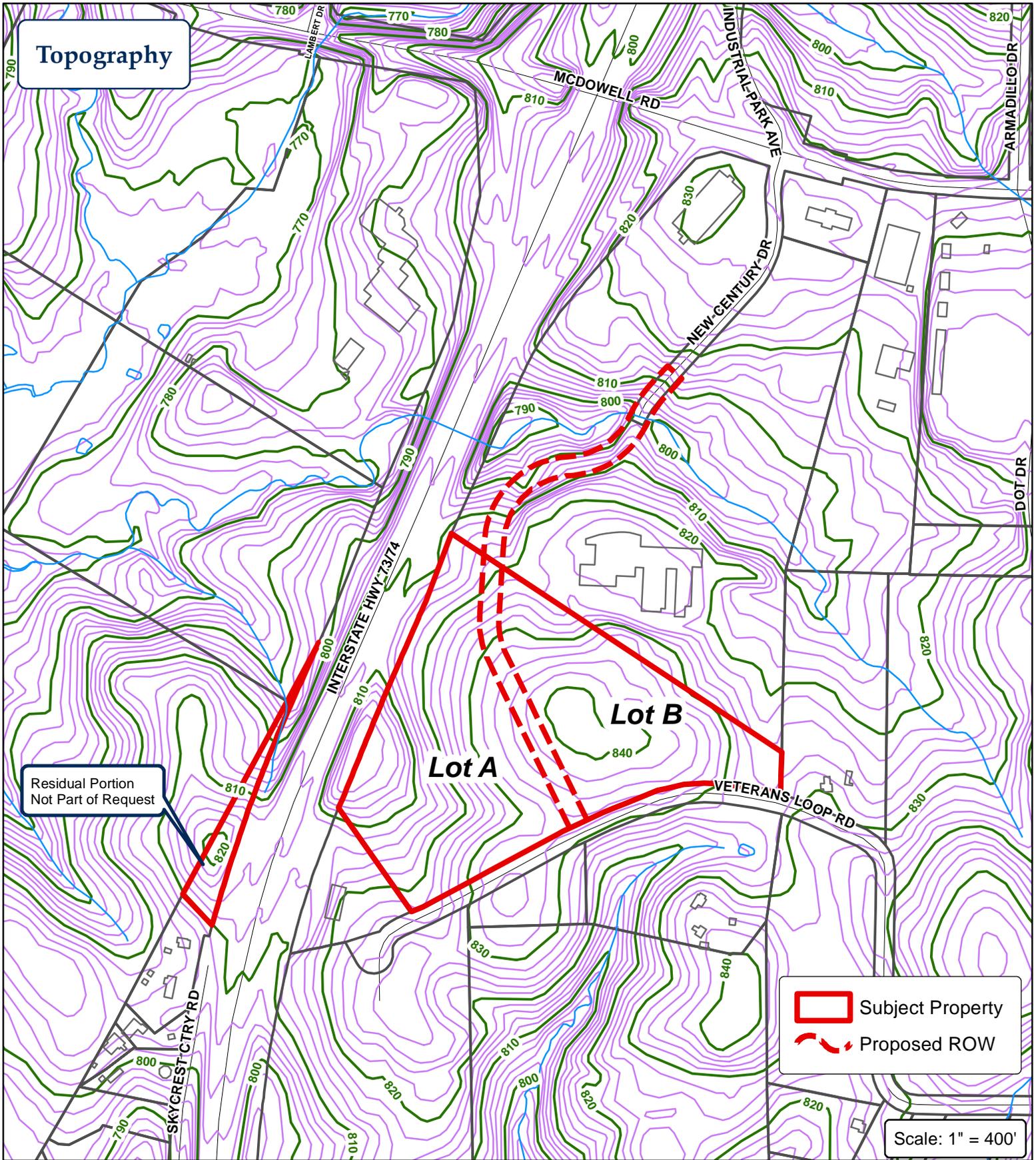


Proposed  
New Century Drive  
Extension

City of Asheboro  
Planning & Zoning Department  
Subdivision Case: SUB-15-02  
Parcel: 7659273991

-  Subject Property
-  Zoning
-  City Limits
-  ETJ

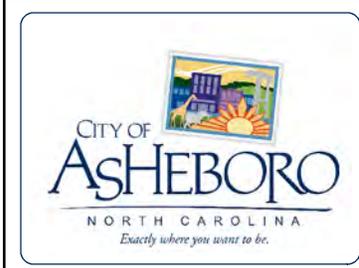
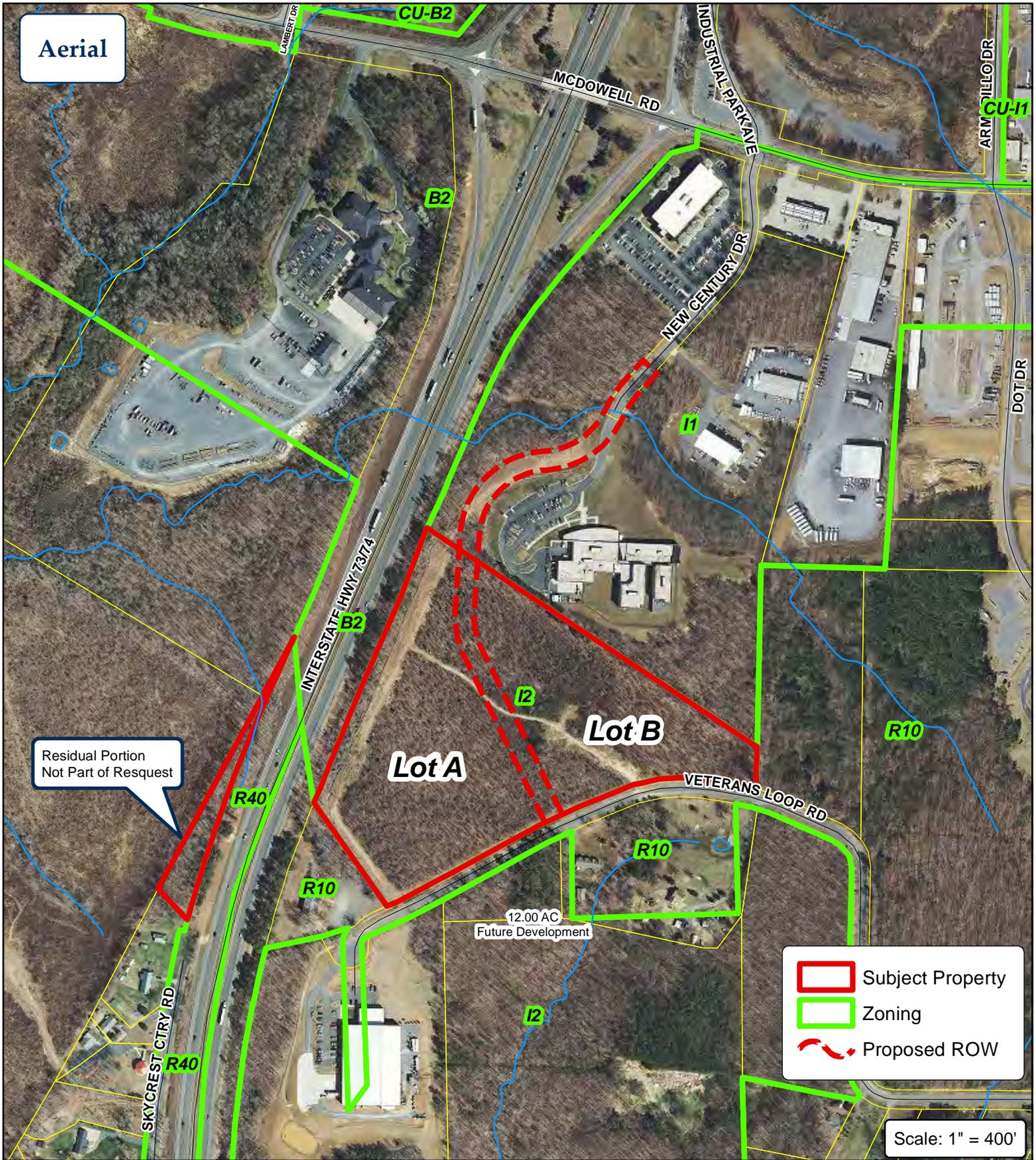




**City of Asheboro**  
**Planning & Zoning Department**  
**Subdivision Case: SUB-15-02**

**Parcels: 7659273991**





**City of Asheboro  
Planning & Zoning Department  
Subdivision Case: SUB-15-02**

**Parcel: 7659273991**





Summy Engineering Associates, PLLC  
 Engineering - Land Planning - Consulting

PO Box 444  
 Ashboro, NC 27205  
 Phone 315-224-9201 Fax 315-224-9212  
 Email summy@summy.com

DATE	DESCRIPTION
11/18/11	Revisions per City of Ashboro notes

NEW CENTURY INDUSTRIAL CENTER  
 NEW CENTURY ROAD, ASHBORO, NC 27205  
 RANDOLPH COUNTY - NORTH CAROLINA

Scale:	1" = 120'
Date:	APRIL 15, 2015
Drawn by:	JEP/K
Checked by:	HWS
Job No.:	E-2015
Sheet No.:	C-1



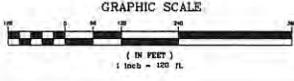
**LINE TABLE**

LINE	LENGTH	BEARING
L1	131.81'	S29°43'50"W
L2	80.00'	S77°48'13"E
L3	85.00'	S87°13'38"E
L4	133.51'	S29°37'58"W
L5	134.50'	S00°42'00"W
L6	154.44'	S27°11'57"W
L7	146.51'	S22°37'50"W
L8	88.00'	S22°37'50"W
L9	108.20'	S87°37'50"E
L10	82.40'	S87°37'50"E
L11	86.00'	S87°37'50"E
L12	44.00'	S87°37'50"E
L13	84.00'	S54°18'17"W
L14	100.50'	S87°42'00"E
L15	43.00'	S87°42'00"E
L16	88.20'	S77°13'27"W
L17	82.70'	S77°38'00"W
L18	71.40'	S87°42'00"E
L19	118.70'	S27°03'30"W
L20	100.10'	S27°39'40"W

**CURVE TABLE**

CURVE	RADIUS	ARC Length	Chord Length	Chord Bearing	Delta Angle
C1	224.60'	114.40'	113.17'	S11°07'20"E	27°00'00"
C2	278.00'	143.82'	143.24'	S17°07'20"E	28°00'00"
C3	448.40'	158.20'	157.80'	S18°00'00"W	28°00'00"
C4	382.00'	113.30'	113.44'	S87°34'47"E	32°07'10"
C5	372.20'	113.24'	113.84'	S87°30'40"E	27°00'00"
C6	388.00'	118.14'	117.30'	S87°30'00"E	27°00'00"
C7	638.00'	84.40'	84.27'	S64°18'17"W	67°00'00"
C8	224.60'	114.40'	113.71'	S11°07'20"E	67°00'00"
C9	200.00'	201.80'	208.80'	S87°37'50"E	89°00'00"
C10	384.00'	112.10'	112.70'	S18°00'00"W	28°00'00"
C11	397.00'	118.30'	118.40'	S87°34'47"E	32°07'10"
C12	322.00'	84.20'	84.17'	S11°07'20"E	11°00'00"

- GENERAL SITE NOTES:**
- BOUNDARY & TOPOGRAPHY OBTAINED FROM SURVEY CAROLINA 1016 WORTH STREET ASHBORO, NC 27203 336-460-0261
  - DEED REFERENCE: DB 2245 PG 465
  - TOTAL TRACT AREA = 18.982 ACRES
  - TOTAL NUMBER OF LOTS: 2
  - AVERAGE LOT SIZE: 8.9 ACRES
  - AREA IN NEWLY DEDICATED R/W: 1.849 ACRES
  - LINEAR FEET OF STREET: 1772'
  - CURRENT ZONING: I2
  - EXISTING LAND USE: VACANT
  - PIN NO. 7659273991



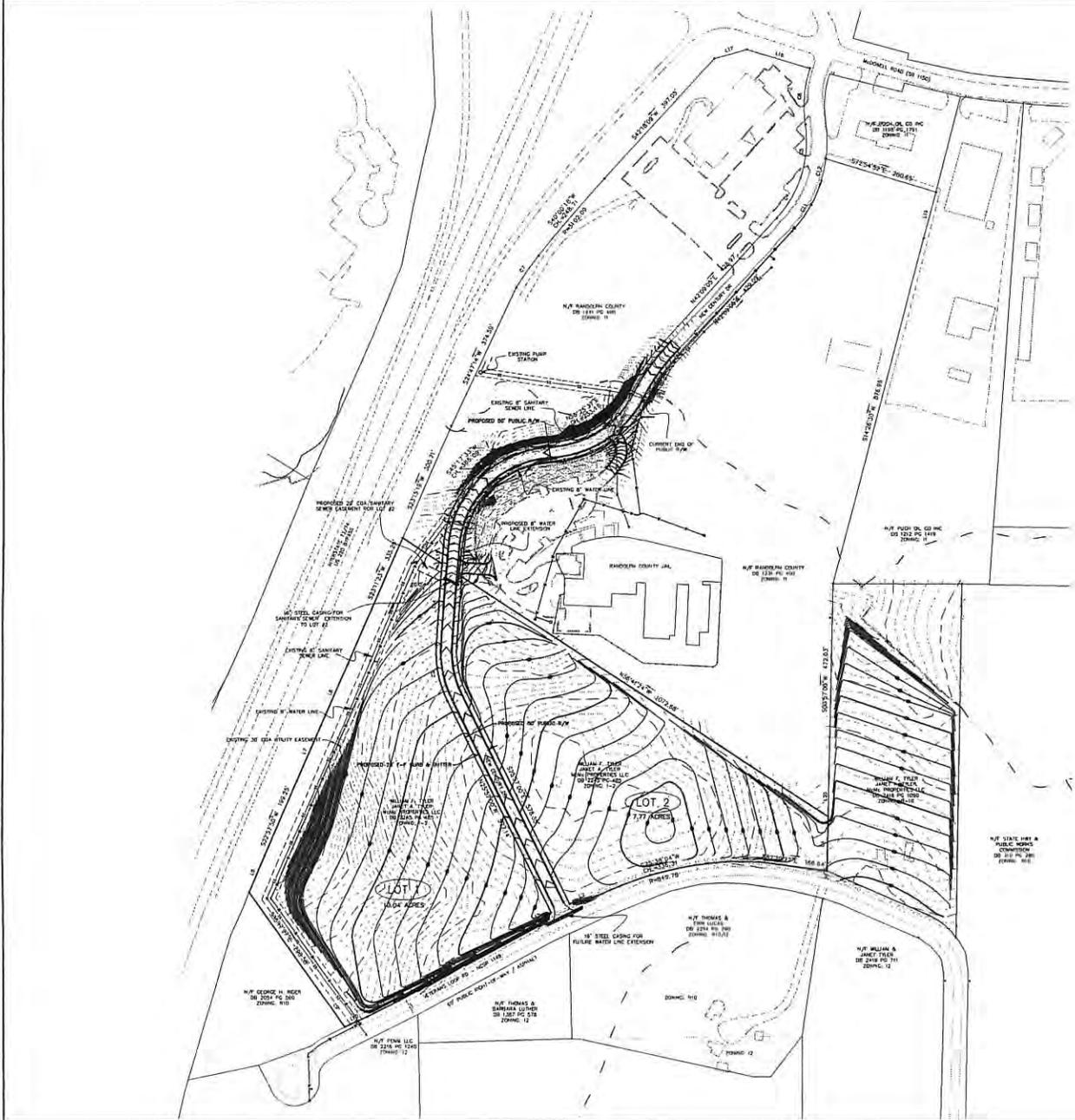
**PROPERTY OWNERS**

WILLIAM F. TYLER/JANET A. TYLER  
 802 Hensboro Avenue  
 Ashboro, NC 27205  
 Ph: (336) 318-5120

McMILLAN PROPERTIES, LLC  
 LARRY W. MCKENZIE  
 1027 Burlington Road  
 Ashboro, NC 27205  
 Ph: (336) 953-2913

AMBER M. VONCANNON  
 1167 LAZELL  
 Ashboro, NC 27205

BRANDON W. MCKENZIE  
 1501 Gopher Woodch Road  
 Ashboro, NC 27205



11/2/15 (40)

**INTEREST FORM FOR SERVICE ON BOARDS AND COMMISSIONS**

Name Jonna Libbert

Address 524 Shamrock

Phone 336-629-8357 E-mail j.buseylibbert@gmail.com

You must be at least 18 years of age to serve on a board, commission or authority. Do you meet this requirement?  Yes  No

Do you live within the City Limits of the City of Asheboro?  Yes  No

Do you live within the City of Asheboro's Extraterritorial Planning Jurisdiction?  Yes  No

Indicate board/commission/authority on which you would be interested in serving (check all that apply)  
(For information on these groups, visit the City's Web site at [www.asheboronc.gov](http://www.asheboronc.gov).)

- |   |  |
|---|--|
| <input type="checkbox"/> Airport Authority                          | <input checked="" type="checkbox"/> Redevelopment Commission     |
| <input type="checkbox"/> Asheboro ABC Board                         | <input checked="" type="checkbox"/> Retiree Attraction Committee |
| <input checked="" type="checkbox"/> Community Appearance Commission | <input type="checkbox"/> Sports Policy Review Committee          |
| <input type="checkbox"/> Planning Board/Board of Adjustment         | <input type="checkbox"/> Other: _____                            |

Are you interested in serving in any other community volunteer activities?  Yes  No

If yes, please indicate what types of opportunities you would be interested in or what special skills you may be able to offer:

see resume

Why do you wish to serve the City in this capacity? Even the most perfect community can always improve - I would like to be part of the progress.

Has a formal adjudication or determination of professional misconduct or criminal conduct ever been entered against you in any jurisdiction?

Yes  No If yes, explain complete disposition. \_\_\_\_\_

Is there any possible conflict of interest or other matter that would prevent you from fairly and impartially discharging your duties as an appointee to a Board/Commission?

Yes     No    If yes, explain \_\_\_\_\_

---

---

---

NOTE: This information along with other material may be used by the City Council in making appointments to Boards / Commissions and in the event you are appointed, it may be used as a basis for a news release to identify you to the community. Information collected on this form is subject to inspection and copying by third parties as a matter of public record.

Jonna Ribbert  
Signature

Jan 8, 2015  
Date

**Please submit completed form and current resume to City Clerk Holly Doerr at 146 North Church Street. Your application will be kept on file until there is a vacancy or opportunity to serve. At that time, you will be contacted to determine if you are still interested in the opening.**

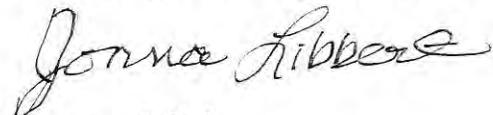
As a proud resident of Asheboro, I would like to be considered for one of the citizen community boards. I have lived all over the United States and in Randolph county for the past 25 years and can honestly say that this community is by far the most diverse and giving place I have encountered.

I have served on the Family Crisis Board , The United Way, and am currently on the Habitat Family Selection Committee and am active in The First Presbyterian Church's personnel committee.

I was employed by the Asheboro City Schools for 5 years and The Randolph Public Library for 18 years . I was assistant dept head of the children's room, on line reference librarian and director of displays as well as handling publicity for several years. I have actively written newspaper columns for 7 different papers in 5 states, my last being a seven year long twice monthly book review article for The Courier.

As a huge cheerleader for Asheboro, I think I would be a positive addition to one of the community volunteer committees.

Thank you for your consideration.

A handwritten signature in cursive script that reads "Jonna Libbert". The signature is written in black ink and is positioned above the printed name.

Jonna Libbert



**INTEREST FORM FOR SERVICE ON BOARDS AND COMMISSIONS**

Name J. Michael O'Kelley, Jr.

Address 1061 Rockridge Rd, Asheboro NC 27205

Phone 336-465-0087 E-mail michael.okelley@triad.rr.com

You must be at least 18 years of age to serve on a board, commission or authority. Do you meet this requirement?  Yes  No

Do you live within the City Limits of the City of Asheboro?  Yes  No

Do you live within the City of Asheboro's Extraterritorial Planning Jurisdiction?  Yes  No

Indicate board/commission/authority on which you would be interested in serving (check all that apply) (For information on these groups, visit the City's Web site at www.asheboronc.gov.)

- Airport Authority
- Asheboro ABC Board
- Community Appearance Commission
- Planning Board/Board of Adjustment
- Redevelopment Commission
- Retiree Attraction Committee
- Sports Policy Review Committee
- Other: \_\_\_\_\_

Are you interested in serving in any other community volunteer activities?  Yes  No

If yes, please indicate what types of opportunities you would be interested in or what special skills you may be able to offer:

I am particularly interested in the current opening on the  
Redevelopment Commission, but would certainly be interested in  
the Appearance Commission and/or Planning/Board of Adjustment.

Why do you wish to serve the City in this capacity? See attached Item #1

Has a formal adjudication or determination of professional misconduct or criminal conduct ever been entered against you in any jurisdiction?

Yes  No If yes, explain complete disposition. \_\_\_\_\_

Is there any possible conflict of interest or other matter that would prevent you from fairly and impartially discharging your duties as an appointee to a Board/Commission?

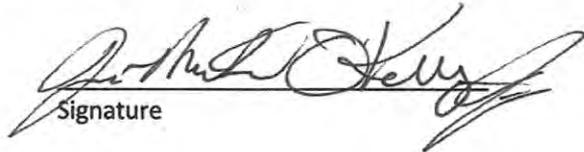
Yes     No    If yes, explain \_\_\_\_\_

---

---

---

NOTE: This information along with other material may be used by the City Council in making appointments to Boards / Commissions and in the event you are appointed, it may be used as a basis for a news release to identify you to the community. Information collected on this form is subject to inspection and copying by third parties as a matter of public record.

  
Signature

Feb 14, 2015

Date

**Please submit completed form and current resume to City Clerk Holly Doerr at 146 North Church Street. Your application will be kept on file until there is a vacancy or opportunity to serve. At that time, you will be contacted to determine if you are still interested in the opening.**

Item #1:

I would like to help identify subpar areas of the city and assist in formulating programs for repair or rehabilitation to make them economically viable for citizens or business and industry; and assist the City in clearing blighted property for new construction. In particular, I would like to see the City set redevelopment goals using public-private partnerships when feasible, and to see this Commission actively lobby the state for restoration of the historic tax credit during the 2015 legislative session.

I wish to serve the City in this capacity because I have an interest in rehabilitation of derelict homes and buildings. During the past five years, I have purchased through my family trust four homes that I have remodeled as single-family rental homes for families who want to live in nice houses, but cannot afford mortgages. (Two of them that I took down to the studs.) I have lived here now for 23 years, the longest I have ever lived anywhere and consider Asheboro my home. I have raised my son here and moved my parents here from Florida last year; and I will retire here, so I truly care about this town and its citizens.



**Report of Award from North Carolina Housing Finance Agency for inclusion  
in 2015 Urgent Repair Program**



April 14, 2015

A self-supporting  
public agency

Mr. John Ogburn, III, City Manager  
City of Asheboro  
PO Box 1106  
Asheboro, NC 27204

A. Robert Kucab  
Executive Director

Dear Mr. Ogburn:

PO Box 28166  
Raleigh, NC  
27611-8066

I am pleased to inform you that the City of Asheboro has been conditionally approved to receive an amount not to exceed \$50,000 under the 2015 cycle of the Urgent Repair Program (URP15).

3508 Bush Street  
Raleigh, NC  
27609-7509

The URP15 Program attracted applications from a broad variety of housing providers across the state. Forty applications were received, with funding requests totaling \$4.8 million. Our total commitment to URP15 of \$3.5 million funded thirty-three projects this year (83% of all applicants) and will provide urgently needed repairs or modifications to the homes of 592 households in 51 counties. Success in this competition reflects your organization's commitment and capacity to respond to the need for urgent repair assistance in your service area.

TEL: 919-877-5700  
FAX: 919-877-5701  
www.nchfa.com

A one-day Implementation Workshop is scheduled for June 9, 2015 in Raleigh. Detailed workshop information will be emailed to you and the person identified in your application as the Program contact. An URP15 Funding Agreement will be sent to you after you submit some required post-approval documentation and key staff have attended the workshop. Please do not begin work on your project until a Funding Agreement has been forwarded to you and properly executed.

On behalf of the Agency, I congratulate you on your successful application. If you have any questions regarding this award, please contact Mike Handley at (919) 877-5627.

Sincerely,

A handwritten signature in blue ink that reads "Bob".

A. Robert Kucab  
Executive Director

ARK: mgh

cc: Mr. Trevor Nuttall, Community Development Director



**Report summarizing community workshops related to the update of the Land Development Plan's maps**

# Land Development Plan Update Schedule

## January:

Announce public workshop to Planning Board and Council - **COMPLETE**

Mail invitations to stakeholders - **COMPLETE**

Advertise in Courier/Randolph Guide - **COMPLETE**

Public workshop at Asheboro Public Library - **COMPLETE**

## February/March:

Report workshop summary to Planning Board and Council - **COMPLETE**

Gather and review public comments - **COMPLETE**

Identify areas and neighborhoods of focus - **COMPLETE**

## April:

**Community Workshop #1:** Tuesday, April 14th 6:30 - 8p.m. (Presentation at 6:30) - **COMPLETE**  
Kingdom Life Community Church - 539 Cross St.

**Community Workshop #2:** Thursday, April 23rd 6:00 - 8p.m. (Presentation at 6:00) - **COMPLETE**  
Asheboro United Church of Christ - 801 Sunset Ave.

## May:

Report workshop summary(s) to Planning Board and Council

Take comments from meetings, generate first draft of revised proposed land use map

Update supplemental maps (environmental, transportation, etc.)

## June:

Schedule and announce public workshop to Boards and public

Hold public workshop to display first draft of revised maps

## July:

Present first draft of all updated maps to Planning Board and Council

## August:

Take comments from workshop, Planning Board, and Council and generate final draft

## September:

Present final draft to Planning Board and Council for adoption

For more information, please call Justin Luck,  
Zoning Administrator/Planner, at  
(336) 626-1201, x292.

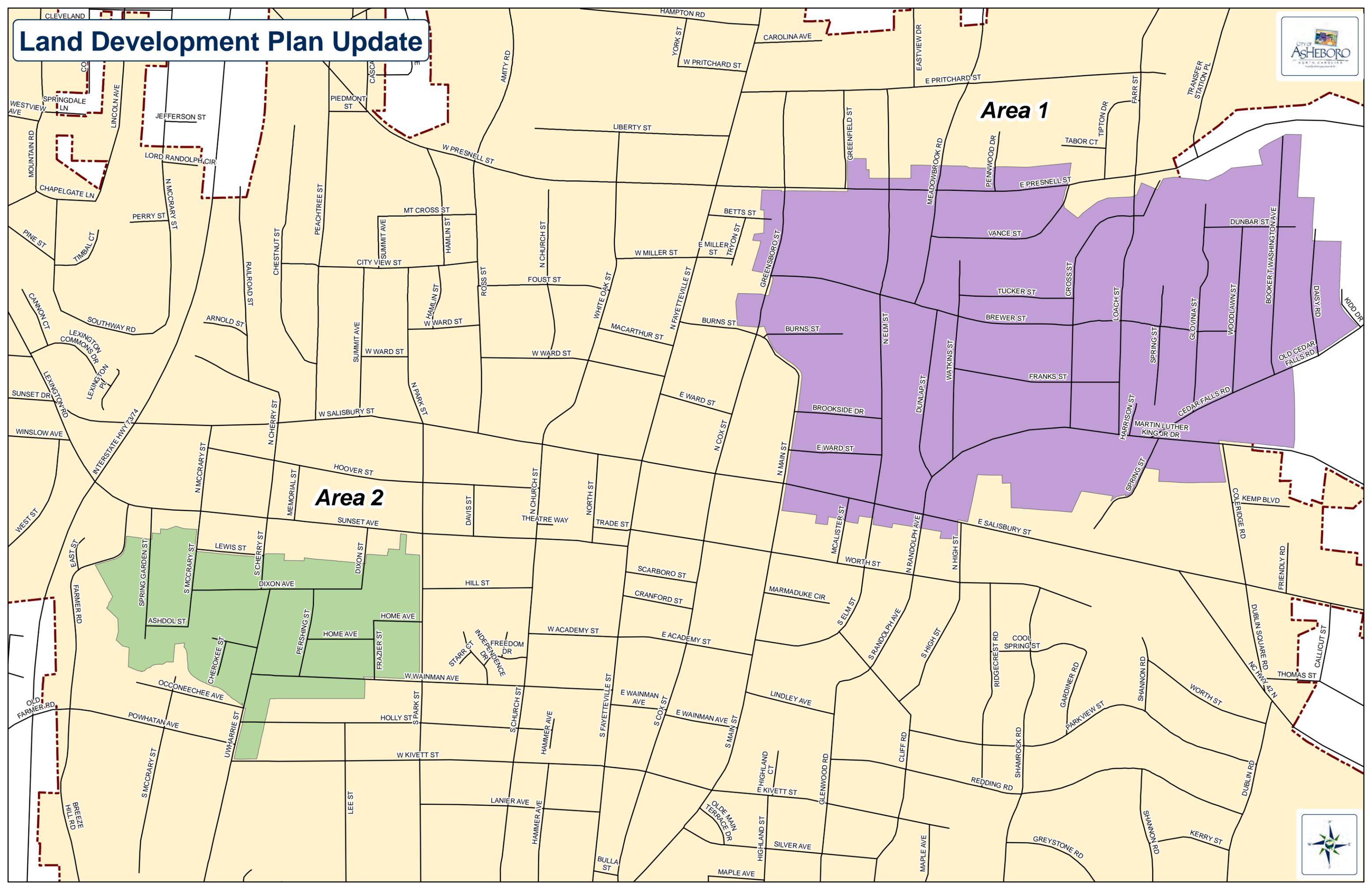


# Land Development Plan Update



**Area 1**

**Area 2**



*2015 Land Development Plan Update  
Area #1 Community Meeting Notes  
Kingdom Life Community Church  
April 14th, 2015*

Total Attendance: 32 Adults, 2 Children

1. **Meeting Location:** Staff was thanked for holding the meeting within the community, as opposed to hosting at a city facility. Bishop Barney Trogdon, who served on the LDP advisory committee in 1999/2000, stated that an in-community meeting was not done in the original creation of the plan and that many residents are reluctant to attend large, general meetings at city facilities. Other attendees expressed interest in further in-community meetings, particularly "Town Hall" type meetings with elected officials.
2. **The Development Process:** Questions were asked of who makes the request to rezone residential property and redevelop the property for commercial use; Greensboro Street was of particular interest. Staff answered that rezonings and the resulting development are the result of private property owners and private developers. Staff also discussed the rezoning process in general details, including who makes the application, how the rezoning is advertised and how residents may impact a rezoning decision. Opportunity exists to further educate residents on the development process and their role within the process.
3. **Affects of Non-Residential Development:** Many citizens expressed concerns over encroachment of commercial/office uses and the impact of rising property values/property taxes. Some residents feel as if they are being "squeezed out" of established residential areas.
4. **Annexation & Infrastructure:** Much of the night's discussion revolved around the lack of sewer infrastructure, along Booker T. Washington Avenue and Kidd Drive in particular, and the question of how infrastructure can be extended. Residents feel the lack of city infrastructure, especially sewer, are limiting development opportunities in the ETJ portion of the study area. The annexation process was discussed in depth, with staff detailing the differences between voluntary and involuntary annexation, recent changes at the state level with respect to annexation laws, how annexation alone does not extend infrastructure, but is a cost generally born by the property owners requesting services, and how to complete a City of Asheboro annexation application for consideration by the City Council.
5. **Sidewalks:** Questions were raised as to why some areas have sidewalks and others do not. Staff addressed this question by stating that it can be a function of funds available at the time of street construction or improvements as well as availability of public right-of-way. Residents expressed general support for more sidewalks in the area.
6. **Transportation:** Residents expressed support for expanded transportation options, including public bus or shuttle. Staff stated that this has been recognized as a need by services such as RCATS and PART,

which have investigated feasibility. It would be beneficial to share the meeting results with these organizations.

7. **Eastside Park:** Residents raised concerns about maintenance of park facilities, such as restrooms, but also conceded that City employees have been prevented from servicing the park due to threats and harassment. Further investigation should be given to how the City can safely maintain the park.

8. **Public Safety:** Residents expressed concern over drug activity in the area. Residents acknowledged that such activity had been eliminated from several "drug house" properties, but stated that vigilance was needed to prevent it from continuing to be a problem in the area, on both private property and public facilities, such as Eastside Park.

9. **Coming Together as a Community:** Residents recognized the need to establish a unified community voice. The need to take greater ownership of community problems and address them as a community was also established. Residents are interested in becoming more involved in City government, including greater attendance at City Council meetings and reaching out to Council members. In discussions with staff, residents were encouraged to establish neighborhood leadership, generate detailed plans to accomplish realistic, attainable projects with the resources available and to work steadily and consistently towards projects. Opportunity exists to further educate residents on the operations of the City, including how City Council meetings function and how residents may properly express their concerns, such as through staff's report on neighborhood meetings like this one and by way of the public comment period at City Council meetings.



*2015 Land Development Plan Update  
Area #2 Community Meeting Notes  
United Church of Christ  
April 23rd, 2015*

Total Attendance: 16 adults, 2 children, plus one elected official (Councilman Eddie Burks)

The workshop was held in conjunction with a regularly scheduled Community Watch meeting. Notes below include discussion and a summary of written comments that were submitted to staff following the presentation.

----

**1. Historic Preservation/Architectural Compatibility:** Citizens expressed that the historic integrity of the Fisher Estate neighborhood is a community asset. Possible ways to preserve historic integrity were discussed (i.e. historic district, landmark designations, incentives).

Architectural design was also mentioned. For example, the building's front façade should be appropriately designed so that the building's front along the street is visually appealing, and what appears to the functional "back" of the building should not face the street.

**2. General land use comments:** Access to retail within the neighborhood was one theme of the discussion. Residents feel the area could support additional limited retail for basic needs and generally dislike having to go to Dixie Drive, North Fayetteville Street or Highway 49 South to purchase household item, especially groceries. A properly scaled grocery store was mentioned by several people, noting that a grocery store used to be part of the community along Salisbury, McCrary and Hoover Streets. One of the comment cards also expressed the desire for a drug store.

While a written comment received stated "no businesses in residential areas", there was generally support for limited commercial activity on Sunset Avenue within the City's Activity Center. Another written comment expressed support for conditional-use zoning districts.

There seemed to be some support for appropriately sited and well maintained higher-density housing options in the area (i.e. townhomes) to complement the single-family homes in the area. Yet there also was concern over the long-term maintenance of apartments and duplexes, and beliefs were expressed that upkeep declines as these properties age (see (3) below).

**3. Property maintenance and landlord responsibility:** As stated in (2) above, concerns were raised over the upkeep of residential properties, especially rental properties with absentee landlords. It was mentioned that certain apartments, duplexes, and single-family residences need more regular lawn mowing and general maintenance and repairs. Excessive noise sometimes is a problem as well. Additionally, concerns were raised over landlords being more responsible with upkeep and selection of tenants who take care of properties they are renting, and don't engage in criminal activities, such as drug activity.

Code Enforcement Officer Ed Brown fielded questions related to property maintenance, and provided information concerning the City's ordinances related to property maintenance, the efforts of the City to partner with property owners to keep properties maintained, and enforcement mechanisms in place when property owners neglect property maintenance.

**4. Transportation Issues:** Various transportation/safety/road circulation issues were discussed. There was a concern raised about the speed limit along I-73/I-74, which increased from 55 mph to 65 mph when US Hwy. 220 was upgraded to an interstate. More specifically, there was a safety concern for traffic having to merge from the exit ramp off Sunset Avenue into the faster traffic of the left lane of the interstate. There was also the desire to upgrade roads along the Mayor's Fitness Route walking trail, and the Randolph Road Runners routes. Comments were made concerning the awkward configuration of the Uwharrie Street/Dixon Avenue and South Cherry Street intersection. Participants listed a stop sign as a possible improvements to this intersection. It was also suggested that a signal light may be warranted at Sunset Avenue and Cherry Street.

Other transportation concerns included:

- Poor traffic circulation on West Salisbury Street, and poor design of the entry/exit to Walgreen's on West Salisbury Street.
- Lack of awareness of the stop sign at Dixon Avenue and Dixon Street in front of Regency Square Townhomes and the lack of sight distance at the intersection. Insufficient illumination at this intersection was also discussed and it was suggested that a street light may help improve safety.
- Inadequate street width on a portion of Dixon Avenue
- Speeding traffic along West Wainman Avenue
- On-street parking on Pershing Street creates difficulty in driving along this street.

**5. Sidewalks/Pedestrian Concerns:** It was acknowledged that the area sees quite a bit of pedestrian activity, particularly in light of its mix of land use and proximity to downtown. Residents expressed general support for more sidewalks in the area, especially around Frazier Park and Loflin Elementary School and along designated walking/running routes. Sidewalks were also desired along West Wainman Avenue to better connect these uses to residents.

**6. Frazier Park:** Residents acknowledged that Frazier Park was heavily utilized and that parking is sometimes scarce and congested. Swings may also need to be lubricated to stop the loud squeaking.

#### **7. Public Safety:**

Asheboro Police Sergeant Hill inquired about whether the City's development review process accounted for Crime Prevention Through Environmental Decision (CPTED) techniques, which take public safety into account when designing buildings and parking areas, for example. Community Development staff stated that while this technique is not explicitly noted in the City's zoning ordinance, staff does work with property owners in accommodating safety-related

requests (through landscaping design, lighting, etc.). It was discussed that the development review process often has what seems like competing interests. For example, while vegetation/landscaping is important for community aesthetics, it sometimes can provide cover for criminals. Likewise, lighting standards aim to prevent nuisance to adjoining land uses while still achieving site illumination for security and safety purposes and occasionally the desired balance is not accomplished.

During the Community Watch portion of the discussion led by the APD, Officer Burrow emphasized the importance of neighbors knowing and looking out for one another. He discussed how each officer strives to be familiar with various parts of the city. He also wanted to encourage citizens to contact the Police Department if they see any suspicious activity. He emphasized that if the complainant calling 911 wished to remain anonymous due to fear of retaliation from the perpetrator(s), the officers would not reveal who called when questioning or apprehending someone. He also mentioned that if anyone finds drug paraphernalia to contact the Police Department to retrieve it. In response to an inquiry about the sex offender registry and the proximity of some registered offenders' dwellings to Frazier Park and Loflin Elementary, Officer Burrows indicated that the Sheriff's Department actively manages that program and enforces applicable state laws.

**8. Attraction of Community to Retirees:** A comment card stated the following:

"This area would be good for a retirement community to be developed. It is close to uptown, hospital, Highway 64, medical offices."

**9. Community Involvement in City Government:** Councilman Burks stated that citizens were invited and encouraged to participate in City government, including attending Council meetings and sharing their concerns during the Public Comment period, which occurs at every regular Council meeting. He stated that it is important for citizens to share their concerns so that citizens, elected officials, and staff can work together to address concerns and improve the community.

DISCUSSION OF BIDS

CITY OF ASHEBORO

WATER TREATMENT PLANT FILTER REPLACEMENT

ASHEBORO, NORTH CAROLINA

BIDS RECEIVED APRIL 16, 2015

TWC PROJECT: 2837-O

DWSRF: WIF-1887



THE WOOTEN COMPANY

ENGINEERING PLANNING ARCHITECTURE

350 North Cox Street Suite 26 Asheboro NC 27203

336.626.5322 fax 336.626.5722

I. INTRODUCTION

The date for receiving proposals was advertised in the Asheboro Courier Tribune Newspaper, minority newspapers Greater Diversified and Que Pasa. Advertisement for Bids and Bidding Documents were placed on the following websites: Associated General Contractors of America (AGC), Hispanic Contractor Association of the Carolinas (HCAC) Weekly, Dodge Corporation, Reed Construction Data Marketing Report. The Advertisement for Bids was posted on the following minority websites: Small Business Association and Interactive Purchasing System (IPS) VendorLink. Bidding Documents were also available for viewing at the City Hall and The Wooten Company office in Asheboro, North Carolina.

The bid opening results are the subject of this Discussion of Bids.

II. PROPOSALS REQUESTED

A. The following construction proposal was requested:

Filter media replacement, removal of existing surface wash systems, two air blowers with enclosures and concrete pads, 6" and 4" stainless steel air piping with valves, air scour system modification of existing filter control panel, and all associated appurtenances for 8 filters.

B. The project Form of Proposal included a unit price listing for the items to be included in the project as well as three alternate bid items. Alternate 1 included replacing 16 of the clay blocks in the filter underdrain in the South Plant. Alternate 2 included replacing one of the filter bottoms in one bay in the North Plant. Alternate 3 included repainting the filter rooms in the North Plant.

C. The intention is for award of the project based on the sum of the unit price items and all alternates. However the final decision on acceptance and use of the alternate bids will remain open to the owner until a point in the progress of the project that enough information is present for a decision to be made on the acceptance of each alternate.

D. A Mandatory Pre-Bid Conference was held on Tuesday, April 7, 2015. A sign-in sheet was completed by each attendee at the Pre-Bid Meeting as evidence of attendance. The low Bidder was present at the pre-bid conference.

- E. Addenda:  
Two addenda were issued. Addendum No. 1 provided the minutes to the pre-bid meeting and minor modifications to the Technical Specifications and Drawings. Addendum No. 2 provided minor modifications to the Technical Specifications and Drawings.

III. REVIEW OF LOW PROPOSALS

- A. Six contractors submitted proposals on the project with bids ranging from \$962,176.00 to \$1,543,710.00. The low proposal was submitted by Wharton-Smith, Inc. of Charlotte, North Carolina at \$962,176.00. The second low proposal was submitted by Crowder Construction Co., Inc. of Apex, North Carolina at \$1,187,470.00, and the third low proposal was submitted by Morgan Contracting, Inc. of Knoxville, Tennessee at \$1,192,000.00.

IV. PROJECT EXPENSE AND FUNDING

- A. As described earlier in this document the total construction cost is based on the total of the unit price items and all alternatives. It is possible that if none of the alternates are required the final construction cost will be significantly less (total of all unit price items without alternates is \$826,500). However, at the same time there may be a need to increase the quantity of either a unit price item or one of the alternate bid items causing the final construction cost to be significantly higher. A summary of the anticipated project costs including all the low Bidders unit price items and alternate bid items is as follows:

Construction Cost	\$962,176.00
Contingency 10%	\$96,220.00
Design	\$51,200.00
Permitting	\$250.00
Construction Administration	\$27,000.00
Construction Observation	\$18,000.00
Closing Fee	\$40,825.00
Funding Administration	\$13,500.00
<b>Total Project Construction Cost</b>	<b>\$1,209,171.00</b>

- B. This project is funded by North Carolina Department of Environment and Natural Resources, Division of Water Infrastructure (DWI), Drinking Water State Revolving Fund (DWSRF). The funding offer is for 0% financing over a 20 year period.

<b>Original Funding Request</b>	<b>\$2,082,070.00</b>
---------------------------------	-----------------------

The project is within budget. The final project funding will be reduced to cover the final project cost.

V. INFORMATION ON LOW BIDDER

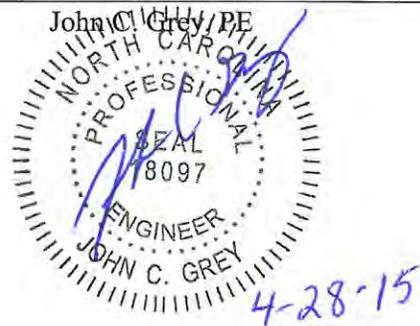
- A. Wharton-Smith, Inc. included with their Bid the required Bid Security, Equipment Manufacturers List, Affidavit A – Listing of Good Faith Effort, EPA Form 6100-4 Subcontractor Utilization, Proposed List of Subcontractors, and E-Verification.

- B. In accordance with Instructions to Bidders, documentation demonstrating the low bidder's qualifications to perform the work was requested and provided on 4/17/15 and was forwarded to the City for review.
- C. Questions regarding some of the equipment included on the Equipment Manufactures List caused a request for verification from the low Bidder, that their equipment will be in conformance with the Project Manual. A response from the low Bidder and supplier was received on April 24 responding to these concerns and verifying that the low Bidder and Supplier will be in compliance with the specifications. This information has also been provided to the City for review.

VI. CONCLUSION

Based on all information included in this Discussion, The Wooten Company offers no objection to the award of the Water Treatment Plant Filter Replacement project Unit Price Bid including Alternates to Wharton-Smith, Inc. of Charlotte, North Carolina at the Unit Price Contract amount of \$962,176.00. This award should be contingent on approval of the award by DWI, once they have reviewed all required documentation.

This Discussion of Bids is respectfully submitted this 28<sup>th</sup> day of April 2015.



**BID TAB**  
**WATER TREATMENT PLANT FILTER REPLACEMENT**  
**CITY OF ASHEBORO, NORTH CAROLINA**

<b>BID DATE/TIME: April 16, 2015 / 2:00 PM</b>		<b>TWC NO. 2810-O</b>			
<b>CONTRACTORS</b>	<b>LICENSE</b>	<b>ADDENDA 1 &amp; 2</b>	<b>BID BOND</b>	<b>BID AMOUNT</b>	<b>REMARKS</b>
Crowder Construction Co. Civil & Environmental Division 1111 Burma Drive Apex NC 27539	2104	✓	5%	\$1,187,470.00	2nd
Dellinger, Inc. 2631 Old Charlotte Hwy Monroe NC 28110	5992	✓	5%	\$1,243,972.00	4th
Gilbert Engineering Company 638 South Meeting St. Statesville, NC 28687	999	✓	5%	\$1,543,710.00	6th
Morgan Contracting, Inc. 6575 Hwy 189 North Knoxville TN 37921	51338	✓	5%	\$1,192,000.00	3rd
T.A. Loving Company 400 Patetown Road Goldsboro NC 27530	325	✓	5%	\$1,391,375.00	5th
Wharton-Smith, Inc. 5601 Seventy Seven Center Drive Suite 120 Charlotte, NC 28217	3875	✓	5%	\$962,176.00	LOW

This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:00 PM the 16th day of April, 2015 in Asheboro City Hall Council Chambers located at 146 N Church Street and that all said bids were accompanied by bidder's bond except as otherwise noted.

The Wooten Company



John C. Grey, PE





SUMMARY BID TAB  
 WATER TREATMENT PLANT FILTER REPLACEMENT  
 City of Asheboro, North Carolina  
 TWC Project No.: 2837-O

THE WOOTEN COMPANY

4/16/2015

				LOW BIDDER					
				Wharton-Smith, Inc.		Crowder Construction Co.		Morgan Contracting, Inc.	
	DESCRIPTION	UNITS	TOTAL QUAN.	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
1	Mobilization (Not to exceed 3% of construction cost)	LS	1	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$32,000.00	\$32,000.00
2	6-inch Stainless Steel Air Pipe	LF	420	\$50.00	\$21,000.00	\$127.00	\$53,340.00	\$140.00	\$58,800.00
3	4-inch Stainless Steel Air Pipe	LF	104	\$45.00	\$4,680.00	\$100.00	\$10,400.00	\$100.00	\$10,400.00
4	Two(2) Blowers with Enclosure, Pressure Valves and Control Panel	LS	1	\$90,000.00	\$90,000.00	\$93,000.00	\$93,000.00	\$191,000.00	\$191,000.00
5	First Filter Replacement Work South Plant	Ea	1	\$90,000.00	\$90,000.00	\$110,000.00	\$110,000.00	\$79,275.00	\$79,275.00
6	Additional Filter Replacement Work South Plant	EA	3	\$70,000.00	\$210,000.00	\$82,500.00	\$247,500.00	\$73,000.00	\$219,000.00
7	First Filter Replacement Work North Plant	Ea	1	\$90,000.00	\$90,000.00	\$105,000.00	\$105,000.00	\$70,100.00	\$70,100.00
8	Additional Filter Replacement Work North Plant	EA	3	\$80,000.00	\$240,000.00	\$82,500.00	\$247,500.00	\$61,000.00	\$183,000.00
9	6-inch Butterfly Valve	EA	12	\$500.00	\$6,000.00	\$650.00	\$7,800.00	\$900.00	\$10,800.00
10	Electric Actuator	EA	8	\$4,700.00	\$37,600.00	\$12,000.00	\$96,000.00	\$10,000.00	\$80,000.00
11	Stainless Steel Pipe Hanger	EA	30	\$300.00	\$9,000.00	\$500.00	\$15,000.00	\$625.00	\$18,750.00
12	Stainless Steel Pipe Ceiling Hanger	EA	3	\$100.00	\$300.00	\$150.00	\$450.00	\$575.00	\$1,725.00
13	Stainless Steel Pipe Wall Anchor	EA	4	\$100.00	\$400.00	\$250.00	\$1,000.00	\$500.00	\$2,000.00
14	Stainless Steel Pipe Column Anchor Support Bracket	EA	7	\$200.00	\$1,400.00	\$450.00	\$3,150.00	\$550.00	\$3,850.00
15	½" Stainless Steel Cushioned U-Bolt	EA	8	\$40.00	\$320.00	\$85.00	\$680.00	\$100.00	\$800.00
16	Stainless Steel Pipe Support	EA	2	\$400.00	\$800.00	\$500.00	\$1,000.00	\$775.00	\$1,550.00
17	Wall and Floor Penetrations	EA	10	\$50.00	\$500.00	\$600.00	\$6,000.00	\$1,000.00	\$10,000.00
18	Pipe Insulation	LF	15	\$300.00	\$4,500.00	\$250.00	\$3,750.00	\$150.00	\$2,250.00
<i>Base Bid Subtotal</i>					\$826,500.00		\$1,031,570.00		\$975,300.00
<b>Add Alternate</b>									
1	Clay Tile Block Replacement South Plant	EA	16	\$1,600.00	\$25,600.00	\$400.00	\$6,400.00	\$1,200.00	\$19,200.00
2	North Plant Filter Single Bay Bottom Replacement	EA	1	\$65,076.00	\$65,076.00	\$35,500.00	\$35,500.00	\$64,500.00	\$64,500.00
3	North Plant Filter Room (1,2) & (3,4) Painting	EA	2	\$22,500.00	\$45,000.00	\$57,000.00	\$114,000.00	\$66,500.00	\$133,000.00
<i>Add Alternate Total</i>					\$135,676.00		\$155,900.00		\$216,700.00
<b>TOTAL BID PRICE</b>					\$962,176.00		\$1,187,470.00		\$1,192,000.00



SUMMARY BID TAB  
 WATER TREATMENT PLANT FILTER REPLACEMENT  
 City of Asheboro, North Carolina  
 TWC Project No.: 2837-O

THE WOOTEN COMPANY

4/16/2015

	DESCRIPTION	UNITS	TOTAL QUAN.	Dellinger, Inc.		TA Loving Company		Gilbert Engineering Co.	
				UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
1	Mobilization (Not to exceed 3% of construction cost)	LS	1	\$37,319.00	\$37,319.00	\$34,500.00	\$34,500.00	\$45,000.00	\$45,000.00
2	6-inch Stainless Steel Air Pipe	LF	420	\$170.00	\$71,400.00	\$75.00	\$31,500.00	\$75.00	\$31,500.00
3	4-inch Stainless Steel Air Pipe	LF	104	\$154.00	\$16,016.00	\$75.00	\$7,800.00	\$150.00	\$15,600.00
4	Two(2) Blowers with Enclosure, Pressure Valves and Control Panel	LS	1	\$88,849.00	\$88,849.00	\$270,000.00	\$270,000.00	\$165,000.00	\$165,000.00
5	First Filter Replacement Work South Plant	Ea	1	\$145,494.00	\$145,494.00	\$109,000.00	\$109,000.00	\$117,000.00	\$117,000.00
6	Additional Filter Replacement Work South Plant	EA	3	\$64,534.00	\$193,602.00	\$81,500.00	\$244,500.00	\$99,000.00	\$297,000.00
7	First Filter Replacement Work North Plant	Ea	1	\$192,424.00	\$192,424.00	\$133,000.00	\$133,000.00	\$118,000.00	\$118,000.00
8	Additional Filter Replacement Work North Plant	EA	3	\$64,415.00	\$193,245.00	\$81,500.00	\$244,500.00	\$100,000.00	\$300,000.00
9	6-inch Butterfly Valve	EA	12	\$1,010.00	\$12,120.00	\$400.00	\$4,800.00	\$950.00	\$11,400.00
10	Electric Actuator	EA	8	\$5,202.00	\$41,616.00	\$10,600.00	\$84,800.00	\$13,850.00	\$110,800.00
11	Stainless Steel Pipe Hanger	EA	30	\$448.00	\$13,440.00	\$200.00	\$6,000.00	\$575.00	\$17,250.00
12	Stainless Steel Pipe Ceiling Hanger	EA	3	\$471.00	\$1,413.00	\$100.00	\$300.00	\$315.00	\$945.00
13	Stainless Steel Pipe Wall Anchor	EA	4	\$402.00	\$1,608.00	\$200.00	\$800.00	\$300.00	\$1,200.00
14	Stainless Steel Pipe Column Anchor Support Bracket	EA	7	\$366.00	\$2,562.00	\$225.00	\$1,575.00	\$500.00	\$3,500.00
15	1/2" Stainless Steel Cushioned U-Bolt	EA	8	\$348.00	\$2,784.00	\$25.00	\$200.00	\$130.00	\$1,040.00
16	Stainless Steel Pipe Support	EA	2	\$727.00	\$1,454.00	\$425.00	\$850.00	\$800.00	\$1,600.00
17	Wall and Floor Penetrations	EA	10	\$1,259.00	\$12,590.00	\$1,600.00	\$16,000.00	\$1,850.00	\$18,500.00
18	Pipe Insulation	LF	15	\$222.00	\$3,330.00	\$150.00	\$2,250.00	\$425.00	\$6,375.00
<i>Base Bid Subtotal</i>					\$1,031,266.00		\$1,192,375.00		\$1,261,710.00
Add Alternate									
1	Clay Tile Block Replacement South Plant	EA	16	\$1,708.00	\$27,328.00	\$1,250.00	\$20,000.00	\$5,500.00	\$88,000.00
2	North Plant Filter Single Bay Bottom Replacement	EA	1	\$66,202.00	\$66,202.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
3	North Plant Filter Room (1,2) & (3,4) Painting	EA	2	\$59,588.00	\$119,176.00	\$64,500.00	\$129,000.00	\$72,000.00	\$144,000.00
<i>Add Alternate Total</i>					\$212,706.00		\$199,000.00		\$282,000.00
<b>TOTAL BID PRICE</b>					<b>\$1,243,972.00</b>		<b>\$1,391,375.00</b>		<b>\$1,543,710.00</b>



SUMMARY BID TAB  
 WATER TREATMENT PLANT FILTER REPLACEMENT  
 City of Asheboro, North Carolina  
 TWC Project No.: 2837-O

THE WOOTEN COMPANY

4/16/2015

	DESCRIPTION	UNITS	TOTAL QUAN.	Average Low 3 Bids		Average All Bids	
				UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
1	Mobilization (Not to exceed 3% of construction cost)	LS	1	\$27,333.33	\$27,333.33	\$33,136.50	\$33,136.50
2	6-inch Stainless Steel Air Pipe	LF	420	\$105.67	\$44,380.00	\$106.17	\$44,590.00
3	4-inch Stainless Steel Air Pipe	LF	104	\$81.67	\$8,493.33	\$104.00	\$10,816.00
4	Two(2) Blowers with Enclosure, Pressure Valves and Control Panel	LS	1	\$124,666.67	\$124,666.67	\$149,641.50	\$149,641.50
5	First Filter Replacement Work South Plant	Ea	1	\$93,091.67	\$93,091.67	\$108,461.50	\$108,461.50
6	Additional Filter Replacement Work South Plant	EA	3	\$75,166.67	\$225,500.00	\$78,422.33	\$235,267.00
7	First Filter Replacement Work North Plant	Ea	1	\$88,366.67	\$88,366.67	\$118,087.33	\$118,087.33
8	Additional Filter Replacement Work North Plant	EA	3	\$74,500.00	\$223,500.00	\$78,235.83	\$234,707.50
9	6-inch Butterfly Valve	EA	12	\$683.33	\$8,200.00	\$735.00	\$8,820.00
10	Electric Actuator	EA	8	\$8,900.00	\$71,200.00	\$9,392.00	\$75,136.00
11	Stainless Steel Pipe Hanger	EA	30	\$475.00	\$14,250.00	\$441.33	\$13,240.00
12	Stainless Steel Pipe Ceiling Hanger	EA	3	\$275.00	\$825.00	\$285.17	\$855.50
13	Stainless Steel Pipe Wall Anchor	EA	4	\$283.33	\$1,133.33	\$292.00	\$1,168.00
14	Stainless Steel Pipe Column Anchor Support Bracket	EA	7	\$400.00	\$2,800.00	\$381.83	\$2,672.83
15	1/2" Stainless Steel Cushioned U-Bolt	EA	8	\$75.00	\$600.00	\$121.33	\$970.67
16	Stainless Steel Pipe Support	EA	2	\$558.33	\$1,116.67	\$604.50	\$1,209.00
17	Wall and Floor Penetrations	EA	10	\$550.00	\$5,500.00	\$1,059.83	\$10,598.33
18	Pipe Insulation	LF	15	\$233.33	\$3,500.00	\$249.50	\$3,742.50
<i>Base Bid Subtotal</i>					\$944,456.67	\$0.00	\$1,053,120.17
Add Alternate							
1	Clay Tile Block Replacement South Plant	EA	16	\$1,066.67	\$17,066.67	\$1,943.00	\$31,088.00
2	North Plant Filter Single Bay Bottom Replacement	EA	1	\$55,025.33	\$55,025.33	\$55,213.00	\$55,213.00
3	North Plant Filter Room (1,2) & (3,4) Painting	EA	2	\$48,666.67	\$97,333.33	\$57,014.67	\$114,029.33
<i>Add Alternate Total</i>					\$169,425.33		\$200,330.33
<b>TOTAL BID PRICE</b>					<b>\$1,113,882.00</b>		<b>\$1,253,450.50</b>

**SUMMARY OF BIDS**  
**CITY OF ASHEBORO WASTEWATER TREATMENT PLANT**  
**VFD REPLACEMENT AT NITRIFICATION PUMP STATION**  
**AND TRICKLING FILTER**

**May 1, 2015**

The VFD Replacement at the Wastewater Treatment Plant Nitrification Pump Station and Trickling Filter Project was advertised on March 18, 2015. Three (3) bids listed below were received at 2:00 PM, April 15, 2015.

The scope of work for this project included:

- Variable Frequency Drives (VFD) for the Nitrification Pump Station;
- Nitrification Wet Well Level Control Panel
- Nitrification wet well level transmitter, flow meter and float switches;
- Modification to Administration, Blower, Clarifier, and Sludge PLC panels;
- New plant fiber optic cable to PLC panels;
- Trickling filter pump station level transmitter;
- Plant SCADA integration as required;
- Cable and conduit as required;
- Demolishing unused equipment and structures;
- Removing unused conduit and cable to below grade.

The bids received were as follows:

<b><u>Bidder</u></b>	<b><u>Bid Amount</u></b>
Custom Controls Unlimited, Inc 2600 Garner Station Blvd. Raleigh, NC 27603	\$543,000
Fortech, Inc 2124 Wilkinson Blvd. Charlotte, NC 28208	\$586,543
Lord & Company 2100 Carolina Place Dr. Fort Mill, SC 29708	\$491,500

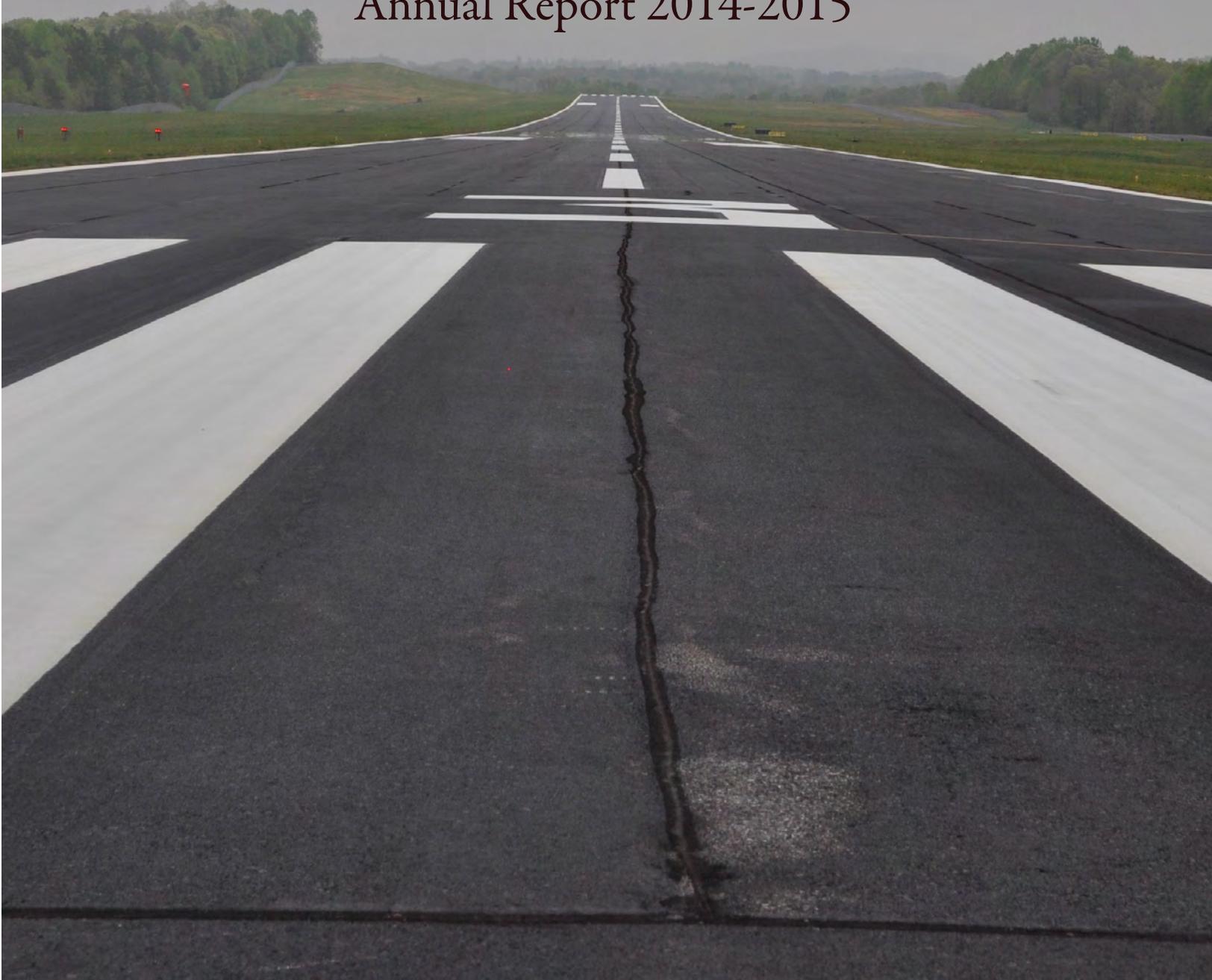
The budget for this project was \$400,000. Sturgill Engineering, PA discussed options with the apparent low bidder to bring the project within budget but could not do so without changing the scope of the project. Staff recommends these bids be rejected due to lack of available funds and requests the opportunity to redefine the specifications of the project to bring it within available funding and readvertise for bids.

By \_\_\_\_\_  
Michael D. Rhoney, P.E.  
Water Resources Director



# Asheboro Airport Authority

Annual Report 2014-2015



# TABLE OF CONTENTS

Meet the Members of the Asheboro Airport Authority\_\_\_\_\_p.3

InformationAbout the Asheboro Regional Airport\_\_\_\_\_ p.4

2014 Annual Report Data\_\_\_\_\_ p.5

Cardinal Air\_\_\_\_\_ p.6

Noteworthy Projects\_\_\_\_\_ p.6

North Carolina Aviation Museum & Hall of Fame\_\_\_\_\_ p.7

Future Projects\_\_\_\_\_ p.8

Pilot’s View\_\_\_\_\_ p. 9

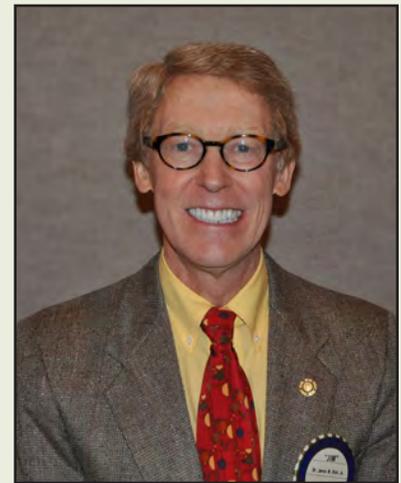


# MEET THE MEMBERS OF THE ASHEBORO AIRPORT AUTHORITY

Members of the Asheboro Airport Authority meet on a quarterly basis to discuss future planning, marketing and special events for the Asheboro Regional Airport and the North Carolina Aviation Museum. Each serves a three-year term and is appointed to the committee by the Asheboro City Council.



**Bob Crumley**



**Dr. James "Jim" Rich**



**Steve Knight, *Chair***



**Murray "Skip" Marsh, Jr.**



**Curtis Williams**

# INFORMATION ABOUT THE ASHEBORO REGIONAL AIRPORT

The City of Asheboro owns the Asheboro Regional Airport and contracts with Cardinal Air for its operation. The facility is a valuable tool for economic development, serving a variety of local businesses and corporations. Travelers visiting Asheboro receive superior service and experience true southern hospitality from airport staff. The full-service facility features:

- 5,501 ft. long and 100 ft. wide of runway
- Full-length taxiways
- Instrument approaches
- Rotating beacon
- Runway and taxiway lighting
- Fueling - JetA and Avgas
- 30,000 lb. single wheel weight limit
- 60,000 lb. double wheel weight limit
- Charter service
- Travel assistance (rental cars, hotel reservations, etc.)
- Maintenance and avionics repair
- Flight instruction
- Rental hangars
- 24-hour call-out



For weather conditions at the airport, call the Automated Weather Observation System at (336) 626-7933. For more information on the Asheboro Regional Airport, visit [www.airnav.com/airport/KHBI](http://www.airnav.com/airport/KHBI) or [www.cardinal-air.com](http://www.cardinal-air.com).



- In 2014, the airport sold 22,460 gallons of Avgas and 29,044 gallons of Jet-A.
- Approximately 95 percent of the airport's 43 T-hangar spaces are leased.
- The estimated economic output for 2014 is \$5,940,000.

# 2014 ANNUAL REPORT DATA

Over the course of the year, the Asheboro Airport Authority completed the following:

- Held regular quarterly meetings on July 15, 2014, October 21, 2014, January 20, 2015 and April 21, 2015.
- Reviewed and discussed quarterly safety committee reports.
- Reviewed and discussed status of FBO operations, aircraft maintenance and hangar rentals.
- Reviewed and discussed status of the museum operation and activities.
- Reviewed and discussed possible marketing strategies for Asheboro Regional Airport.
- Monitored progress on the Runway 21 Approach Clearing Project (VISION 100 Funds).
- Monitored progress on Hangar Site Prep., Taxi-Lane Grading Project (VISION 100 Funds).
- Monitored progress on runway marking project.
- Monitored progress on new terminal building design and existing building remodel.
- Reviewed and discussed the annual Transportation Improvement Program (TIP) request submittal.
- Reviewed and discussed plans for the complete renovation of the airport terminal building.

## **Specific Actions/Recommendations (May 2014 - April 2015)**

- Recommended to the City Council to proceed with the proposed new terminal building design.
- On April 21, 2015, the Authority approved the annual report to the City Council.



# CARDINAL AIR



**Karen McCraw**

McCraw, FBO for Asheboro Regional Airport, is the member manager of Cardinal Air, LLC. The airport contracts with Cardinal Air to provide fuel, airplane maintenance and flight instructions.

The Asheboro Regional Airport uses Phillips 66 fuels. Jet-A and Avgas are the two fuels offered.

## NOTEWORTHY PROJECTS



■ Retention area for Runway 21 Approach Clearing Project



■ Hangar Site Preparation, Taxi-Lane and Access Road Grading Project



■ Runway 21 Approach Clearing Project  
■ Runway Striping Project

# NORTH CAROLINA AVIATION MUSEUM & HALL OF FAME

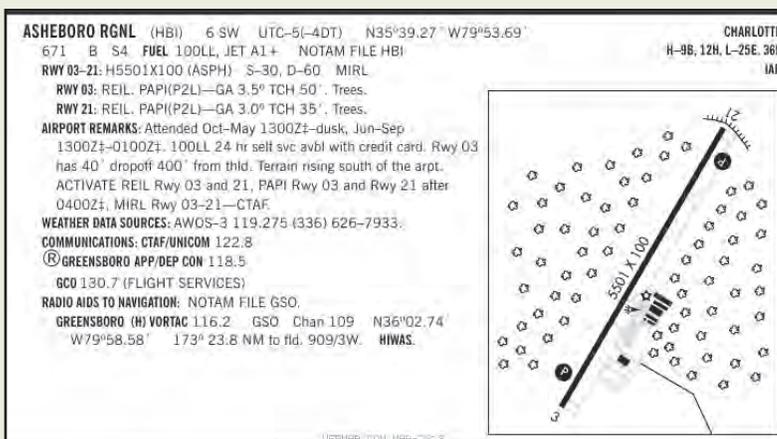
Immerse yourself in aviation history at the North Carolina Aviation Museum and Hall of Fame! See stunning military and civilian memorabilia from WWI to the present, including an impressive collection of military vehicles, weapons, equipment, uniforms a flight simulator and more! The Museum is located at 2222-G Pilots View Road in Asheboro and is open Thursday - Sunday, 11 a.m. - 5 p.m.



# FUTURE PROJECTS



■ Existing terminal



■ Proposed location of new terminal building.



■ Chart for Asheboro Regional Airport

# PILOT'S VIEW



(extracted from Google Earth)

