

**AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, AUGUST 4, 2016, 7:00 PM**

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Recognition of the service rendered to the City of Asheboro by retired Police Sergeant Timothy Marlowe.
4. Chief Williams will update the City Council on the National Night Out events held August 2, 2016.
5. All-America City Award celebration and recognition:
 - (a) Recognize program planning members, team members, and sponsors.
 - (b) Mayor Smith will present the 2016 Asheboro Pride Award to the All-America City team members and sponsors.
6. Consent agenda:
 - (a) Approval of the minutes of the city council's regular meeting on July 14, 2016.
 - (b) Approval of the temporary closing of streets for Fall Festival XLIV.
 - (c) Approval to schedule and advertise a public hearing on September 15, 2016, concerning an application to rezone property located at 1431 E. Salisbury Street from B2 (General Commercial) to CU-I2 (Conditional Use General Industrial) and issue a Conditional Use Permit authorizing the following land uses: Motor Vehicle Repair Major and associated Retail Shoppers' Goods (sales of automotive parts).
 - (d) Approval of a resolution authorizing the entry of the city into a contract with the NC Department of Transportation for the adjustment and/or relocation of municipally owned water and sewer lines disturbed by the construction of the US Hwy 64 Bypass.

7. Community Development Director Trevor Nuttall will introduce the following items:
 - (a) Quasi-judicial hearing on an application to rezone property located on the south side of Crescent Drive (Randolph County PIN 7771054020) from R40 (Low-Density Residential) to CU-B2 (Conditional Use General Commercial) and issue a Conditional Use Permit authorizing a Mobile Home Sales Lot (Zoning Case RZ-16-08).
 - (b) Public hearing to consider and possibly take action on a resolution adopting the Randolph County Multi-Jurisdictional Hazard Mitigation Plan.
 - (c) Presentation of staff's recommendation to pursue an amendment to the boundaries of the city's primary fire limits in light of building and fire code enhancements that have occurred since adoption of the primary fire limits in 1983.
 - (d) Opportunities to redevelop the city-owned Cranford Mill site located at 133 South Church Street:
 - (i) Mr. Nuttall will discuss the site's redevelopment potential.
 - (ii) Consideration of a resolution authorizing the negotiated offer, advertisement, and upset bid process to dispose of this surplus real property.
8. Public comment period.
9. The City Manager will present for consideration an Engagement Agreement with The Franklin Partnership, Washington DC, to perform comprehensive federal affairs representation for the appropriation of federal funds for the proposed Terminal Building at Asheboro Regional Airport.
10. City Engineer Michael Leonard, PE will present an analysis and recommendation pertaining to the bids received for rough grading a portion of the roadway for the New Century Industrial Park Project.

11. Upcoming events:

- Southeast Regional American Legion Baseball Tournament, McCrary Park, August 3 – August 7, 2016.
- 3rd Annual Pigs and Pedals KCBS BBQ Cook-off & Criterium, Bicentennial Park, August 5 - August 6, 2016.
- All-America City Celebration August 6, 2016 @ 6:30PM, Bicentennial Park.
- Pigs and Pedals Concert featuring Eric and the Chilltones, August 6, 2016 @ 6:30PM, Bicentennial Park.
- All-America City Celebration Video, Saturday August 13, 2016 at 7:30PM Bicentennial Park.
- Movie in the Park, *Zootopia*, Saturday August 13, 2016 at 8:00PM Bicentennial Park.
- Dedication Ceremony Naming a Portion of NC 49 in Honor of former City Council Member Talmadge Baker Thursday, August 25, 2016 at 3:00PM at the Asheboro Regional Airport.
- Annual employee appreciation luncheon on Wednesday, August 31, 2016, 11:00 AM – 1:00 PM at the Public Works Conference Room.
- Labor Day Holiday Schedule Changes:
Redevelopment Commission meeting Monday, September 12, 2016, 9:00 AM
Planning Board meeting Monday, September 12, 2016, 7:00 PM
Regular City Council meeting Thursday, September 15, 2016, 7:00 PM

12. Adjournment.

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING
THURSDAY, JULY 14, 2016
7:00 p.m.**

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

David H. Smith) – Mayor Presiding

Clark R. Bell)
Edward J. Burks)
Linda H. Carter)
Walker B. Moffitt) – Council Members Present
Jane H. Redding)
Katie L. Snuggs)
Charles A. Swiers)

John N. Ogburn, III, City Manager
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Michael L. Leonard, P.E., City Engineer
Justin T. Luck, Zoning Administrator/Planner
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance Director
James O. Smith, Assistant Chief of Police
Jeffrey C. Sugg, City Attorney

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. 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. Recognition of the service rendered to the City of Asheboro by retired Master Police Officer Tony D. Richardson.

On behalf of the Asheboro Police Department, Assistant Chief Smith presented Master Police Officer Richardson with a plaque that included his badge as a token of gratitude for his loyal service to the City of Asheboro. Along with his badge, Assistant Chief Smith presented Master Police Officer Richardson with his service side arm that he carried at the time of his retirement.

Additionally, on behalf of the City Council, Mr. Ogburn presented Master Police Officer Richardson with a retirement plaque from the municipal corporation.

4. Consent agenda:

Upon motion by Mr. Burks and seconded by Ms. Snuggs, Council voted unanimously to approve/adopt, as presented, the following consent agenda items.

(a) The minutes of the city council's regular meeting on June 9, 2016.

Copies of the approved minutes are on file in the City Clerk's office and are posted on the city's website.

(b) The minutes of the city council's special meeting on June 29, 2016.

Copies of the approved minutes are on file in the City Clerk's office and are posted on the city's website.

(c) Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for June 7, 2016.

A copy of the Asheboro ABC Board's meeting minutes is on file in the city clerk's office.

- (d) **A resolution appointing J. Brooke Schmidly, Esq. to a new 3-year term of office and confirming her continuing designation as chair of the Asheboro ABC Board.**

RESOLUTION NUMBER _____ **16 RES 7-16**

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION APPOINTING J. BROOKE SCHMIDLY TO A NEW THREE-YEAR TERM OF OFFICE ON THE ASHEBORO ABC BOARD AND CONFIRMING HER CONTINUING DESIGNATION AS CHAIR OF THE ASHEBORO ABC BOARD

WHEREAS, in accordance with Section 18B-700 of the North Carolina General Statutes, the Asheboro ABC Board consists of three (3) members that are appointed by the Asheboro City Council; and

WHEREAS, Section 18B-700(a) of the North Carolina General Statutes provides in pertinent part as follows:

One member of the initial board of a newly created ABC system shall be appointed for a three-year term, one member for a two-year term, and one member for a one-year term. As the terms of the initial board members expire, their successors shall each be appointed for three-year terms. The appointing authority shall designate one member of the local board as chairman; and

WHEREAS, J. Brooke Schmidly was first appointed to the Asheboro ABC Board for a two-year term on August 12, 2008, when the initial local board was appointed by the Asheboro City Council; and

WHEREAS, at the conclusion of her initial two-year term, Ms. Schmidly was appointed, effective August 12, 2010, to a three-year term of office on the Asheboro ABC Board; and

WHEREAS, when the initial Board Chair, the Honorable Russell G. Walker, Jr., announced that he did not wish to be reappointed to the Asheboro ABC Board for another term, this Council designated, effective August 13, 2012, J. Brooke Schmidly as Board Chair; and

WHEREAS, at the conclusion of her first three-year term, Ms. Schmidly was appointed, effective August 12, 2013, to her second three-year term of office on the Asheboro ABC Board; and

WHEREAS, from the time of its initial creation to the present, the Asheboro ABC Board has performed its duties in a very efficient and professional manner; and

WHEREAS, the Asheboro City Council believes that it is in the best interest of the Asheboro ABC system and the municipal corporation to reappoint Ms. Schmidly to the Asheboro ABC Board for another three-year term and to continue her designation as Board Chair; and

WHEREAS, Ms. Schmidly has expressed a willingness to continue her service on the Board;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that, effective August 12, 2016, J. Brooke Schmidly is appointed to a new three-year term of office on the Asheboro ABC Board; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that, effective August 12, 2016, the continuing validity of the designation of J. Brooke Schmidly as the member of the Asheboro ABC Board who is to serve as the Board Chair is confirmed.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 14th day of July, 2016.

/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

- (e) **Approval to schedule and advertise a public hearing to be held on August 4, 2016, during the next regular city council meeting, on the question of the combined application to rezone a parcel of land (Randolph County Parcel Identification Number 7771054020) located on the south side of Crescent drive from R40 (Low-Density Residential) zoning to a CU-B2 (Conditional Use General Commercial) zoning district and for the issuance of a Conditional Use Permit authorizing a Mobile Home Sales lot.**

With the above-stated approval of the consent agenda, the scheduling and advertisement of a public hearing on the described Crescent Drive rezoning application was approved.

- (f) **Acknowledgement and announcement of the 15-day notice of a construction project to install clean-outs on sanitary sewer service lines located along Clegg Avenue and Jordan Avenue.**

With the above-stated approval of the consent agenda, a notice of the described construction project was acknowledged and announced as part of the council's meeting agenda.

- (g) **A resolution expressing the city council's concurrence with the city manager's revision of the City of Asheboro Employee Policies and Procedures Manual to reflect the city's work-related injuries and accidents policy.**

RESOLUTION NUMBER _____ **17 RES 7-16** _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

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

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

WHEREAS, subsequent to March 1, 2016, which was the effective date of the most recent revision of the Manual, the city manager amended the Manual in an effort to enhance the clarity of the city's policy for the reporting of work-related injuries and accidents; and

WHEREAS, the most recent amendment to the Manual was accomplished by adding a new "Section 7" to Article VI of the Manual, which pertains to general workplace policies and conditions of employment; and

WHEREAS, the proposed new section in Article VI of the Manual, which has a proposed effective date of August 1, 2016, is copied in its entirety hereinbelow; and

WHEREAS, the Asheboro City Council has concluded that the city manager's decision to update the Manual is consistent with best practices for the municipal corporation's human resources system and safety program;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that it hereby concurs with the decision by the city manager to promulgate the following new section in Article VI of the City of Asheboro Employee Policies and Procedures Manual:

Section 7. Work-Related Injuries and Accidents Policy

The City of Asheboro places the highest priority on creating and maintaining a safe work environment. The establishment of a consistently safe workplace is essential to the city's operations and to the city's commitment to comply with all applicable laws pertaining to safety in the workplace. In furtherance of the commitment to create a safe work environment, employees are expected to assist the city in maintaining safe working conditions. The provisions found in this section apply to all employees while at work or engaged in work-related activities.

Employees are expected to follow common-sense safety practices and to correct or report any unsafe condition to their supervisors. Similarly, employees are required to report any work-related accidents, injuries, and illnesses to their supervisors. The detailed reporting procedures and safety policies for varying subject areas with which employees are required to comply are stated in the City of Asheboro Safety Policy Manual (the "Safety Manual").

The Safety Manual shall be available for review by employees upon request. Any difficulty encountered by an employee in accessing the Safety Manual shall be reported immediately to the employee's supervisor. With respect to any safety related concern, an employee is authorized to communicate with the Safety Coordinator, Human Resources Director, and/or City Manager without fear of facing disciplinary action for violating the "chain of command."

Employees are expected to report to work during each scheduled workday able to safely and competently perform their job duties. If employees are unable to safely or competently perform their job duties for any reason, they are required to inform their supervisors. Additionally, employees who observe or experience unsafe working conditions have the right, and are required, to immediately report the unsafe working condition(s) to their supervisors.

All work-related accidents, injuries, and illnesses, even those that may not initially be deemed to be serious, must be reported immediately to supervisors. Employees who experience a work-related accident, injury, or illness will be required to complete the appropriate forms and to cooperate with the city's efforts to comply with the applicable recording, reporting, and investigation obligations.

The city can only become a safer and healthier place for everyone to work by gaining full knowledge of every workplace accident, injury, or illness. Employees' notification to the city of unsafe work conditions or of workplace injuries or illnesses is essential.

Employees are hereby assured that they will not be penalized in any way for reporting unsafe working conditions or for reporting work-related injuries or illnesses. All employees have the right to report unsafe working conditions or to report a work-related injury or illness.

All employees have the right to address any questions about this policy to the Safety Coordinator, Human Resources Director, and/or the City Manager.

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that the concurrence of the governing board with the promulgation of the above-stated Section 7 of Article VI in the City of Asheboro Employee Policies and Procedures Manual will be effective as of 12:01 a.m. on August 1, 2016.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 14th day of July, 2016.

/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

- (h) **A resolution authorizing the cancellation of a lien for the cost of demolishing an unsafe structure previously located on a parcel of land at 832 Peachtree Street.**

RESOLUTION NUMBER _____ **18 RES 7-16**

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**AUTHORIZATION TO CANCEL A DEMOLITION COSTS LIEN
PREVIOUSLY FILED AGAINST A PARCEL OF LAND LOCATED AT 832 PEACHTREE STREET**

WHEREAS, on December 23, 2013, the City of Asheboro (the "City") filed a claim of lien in the amount of \$21,228.43 against the parcel of land located at 832 Peachtree Street and more specifically identified by Randolph County Parcel Identification Number 7751578743; and

WHEREAS, the said lien was filed against the parcel of land identified in the immediately preceding paragraph (the "Demolition Site") in order to recover costs incurred by the City in order to properly demolish and remove an unsafe structure formerly located on the tract or parcel of land; and

WHEREAS, subsequent to the demolition work and the filing of the lien for demolition costs, the Randolph County Tax Department conducted a tax sale because of unpaid property taxes; and

WHEREAS, in the aftermath of the tax sale, Habitat for Humanity of Randolph County, N.C., Inc., is the new owner of the Demolition Site; and

WHEREAS, the said non-profit corporation that currently owns the Demolition Site had no connection with or responsibility for the unsafe structure that led to the City undertaking demolition work on the site; and

WHEREAS, effective June 30, 2016, the Demolition Site was annexed into the City in response to an annexation petition submitted by Habitat for Humanity of Randolph County, N.C., Inc.; and

WHEREAS, pursuant to the statutory provisions applicable to the foreclosure of tax liens, property sold at foreclosure is deeded to the purchaser free and clear of all liens that could have been included in the judgment, and the only tax lien that can remain on real property after a tax foreclosure sale is the lien for taxes that cannot be determined at the time of the judgment because the tax rate has not yet been set; and

WHEREAS, in light of the above-stated recitals, the Asheboro City Council has decided to clarify the land records to reflect that the Demolition Site currently owned by the non-profit corporation is no longer subject to any lien for the City's demolition costs;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that the lien claimed by the City of Asheboro for demolition costs associated with the unsafe structure formerly located on the Demolition Site is hereby formally released by the City, and, furthermore, the City hereby explicitly and unconditionally remises and releases any interest the municipal corporation may have previously claimed in the Demolition Site; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that any and all city officials necessary to the task of implementing the release of the said lien are hereby authorized and directed to immediately take the actions needed to update the public land records to reflect the release of the said lien for demolition costs.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 14th day of July, 2016.

/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

5. Public comment period.

Mayor Smith opened the floor for public comments and none were offered.

In the absence of any comments, Mayor Smith closed the public comment period.

6. Asheboro Regional Airport Items presented by City Engineer Michael Leonard, P.E.:

Prior to considering items 6(a) through 6(d), Mayor Pro Tempore Moffitt acknowledged that she is an employee of a contractor, Sharpe Brothers that will potentially benefit from business to be considered as part of the listed agenda items. While Mr. Moffitt will not receive a direct benefit, as defined by G.S. 14-234(a)(1), from any of the contracts under consideration, there was consensus that he should not participate in the decision because of his employment relationship with Sharpe Brothers. Upon motion by Mr. Bell and seconded by Ms. Carter, the Council voted unanimously to excuse Mr. Moffitt from participating in the Council's consideration of agenda item 6(a) through 6(d). Council Members Bell, Burks, Carter, Redding, Snuggs, and Sweirs voted in favor of the motion.

(a) Consideration of a Block Grant/Non Primary Entitlement Agreement for the Asheboro Regional Airport Ramp Rehabilitation Design Project.

19 RES 7-16

RESOLUTION

A motion was made by Council Member Clark R. Bell and seconded by Council Member Linda H. Carter for the adoption of the following resolution, and upon being put to a vote was duly accepted:

WHEREAS, a Grant in the amount of **\$98,100** has been approved by the Department based on total estimated cost of **\$109,000**; and

WHEREAS, an amount equal to or greater than **ten percent (10%)** of the total estimated project cost has been appropriated by the Sponsor for this Project (APRON REHABILITATION (DESIGN/BID)).

NOW THEREFORE, BE AND IT IS RESOLVED THAT THE Mayor of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department, thereby binding the Sponsor to the fulfillment of its obligation incurred under this Grant Agreement or any mutually agreed upon modification thereof.

Council voted unanimously to adopt the above-referenced resolution by reference. Council Members Bell, Burks, Carter, Redding, Snuggs, and Swiers voted in favor of the motion.

A copy of the agreement is on file in the city clerk's office.

(b) Consideration of a Block Grant/Non Primary Entitlement Agreement for the Asheboro Regional Airport Ramp Rehabilitation Construction Project.

20 RES 7-16

RESOLUTION

A motion was made by Council Member Clark R. Bell and seconded by Council Member Charles A. Swiers for the adoption of the following resolution, and upon being put to a vote was duly accepted:

WHEREAS, a Grant in the amount of **\$531,100** has been approved by the Department based on total estimated cost of **\$590,000**; and

WHEREAS, an amount equal to or greater than **ten percent (10%)** of the total estimated project cost has been appropriated by the Sponsor for this Project (APRON REHABILITATION).

NOW THEREFORE, BE AND IT IS RESOLVED THAT THE Mayor of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department, thereby binding the Sponsor to the fulfillment of its obligation incurred under this Grant Agreement or any mutually agreed upon modification thereof.

Council voted unanimously to adopt the above-referenced resolution by reference. Council Members Bell, Burks, Carter, Redding, Snuggs, and Swiers voted in favor of the motion.

A copy of the agreement is on file in the city clerk's office.

(c) Consideration of a contract with Sharpe Brothers, a Division of Vecellio & Grogan, Inc., for the Ramp Rehabilitation Project at the Asheboro Regional Airport.

Mr. Leonard reported that two bids were received on May 12, 2016. Sharpe Brothers, a Division of Vecellio & Grogan, Inc. was the lowest responsive responsible bidder for the Ramp Rehabilitation Project at the Asheboro Regional Airport with a bid in the amount of \$599,238.00. Consequently, Mr. Leonard recommended that the contract be awarded to Sharpe Brothers.

Upon motion by Ms. Carter and seconded by Mr. Burks, Council voted unanimously to award the contract to Sharpe Brothers, a Division of Vecellio & Grogan, Inc. Council Members Bell, Burks, Carter, Redding, Snuggs, and Swiers voted in favor of the motion.

A copy of the entirety of the contract is on file in the City of Asheboro Engineering Department.

(d) Consideration of Change Order #1 for the Asheboro Regional Airport Ramp Rehabilitation Project to reduce contract quantities in order to stay within the NCDOT Division of Aviation's appropriated project budget.

Mr. Leonard presented Change Order Number 1 for the Asheboro Regional Airport Ramp Rehabilitation Project. Fuel resistant rejuvenator quantities were decreased to reduce the final contract cost from \$599,238 to \$589,748.

Upon motion by Mr. Bell and seconded by Mr. Burks, Council voted unanimously to approve Change Order #1 for the Asheboro Regional Airport Ramp Rehabilitation Project. Council Members Bell, Burks, Carter, Redding, Snuggs, and Swiers voted in favor of the motion.

A copy of the entirety of the contract, including Change Order #1, is on file in the City of Asheboro Engineering Department.

(e) Consideration of a Block Grant/Non Primary Entitlement Agreement for the Asheboro Regional Airport New Terminal Building Design.

21 RES 7-16

RESOLUTION

A motion was made by Council Member Edward J. Burks and seconded by Council Member Charles A. Swiers for the adoption of the following resolution, and upon being put to a vote was duly accepted:

WHEREAS, a Grant in the amount of \$44,698 has been approved by the Department based on total estimated cost of \$49,665; and

WHEREAS, an amount equal to or greater than ten percent (10%) of the total estimated project cost has been appropriated by the Sponsor for this Project (TERMINAL BUILDING-CONCEPT/PRELIMINARY).

NOW THEREFORE, BE AND IT IS RESOLVED THAT THE Mayor of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department, thereby binding the Sponsor to the fulfillment of its obligation incurred under this Grant Agreement or any mutually agreed upon modification thereof.

Council voted unanimously to adopt the above-referenced agreement by reference. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion.

A copy of the agreement is on file in the city clerk's office.

(f) Consideration of a resolution to authorize the entry of the city into a contract with Tugwell Consulting Forestry, P.A. for consulting forester services at the Asheboro Regional Airport.

Mr. Leonard presented and recommended adoption, by reference, of a resolution authorizing the entry of the city into a professional services contract for consulting forester services.

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

RESOLUTION NUMBER _____ 22 RES 7-16

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION AUTHORIZING THE ENTRY OF THE CITY INTO A PROFESSIONAL SERVICES CONTRACT FOR CONSULTING FORESTER SERVICES

WHEREAS, the City of Asheboro (the "City") owns several acres of land, initially estimated at approximately 126 acres, at the Asheboro Regional Airport with standing timber that, in accordance with good asset management practices, should be evaluated for a potential timber sale; and

WHEREAS, Tugwell Consulting Forestry, P.A. of Asheboro, North Carolina has provided competent and satisfactory consulting forester services to the City during past timber sales; and

- d. The Consultant will make himself available to interested buyers to show the timber and answer any questions they may have concerning this timber sale.
 - e. If timber is to be sold by the negotiated offer, advertisement, and upset bid process, Consultant will seek to promote such type sale among available prospective buyers or offer to prospective buyers the timber at no less than the agreed price between the Owner and Consultant.
 - f. Supply to the attorney the proper information for preparation of the timber deed. Work with the attorney, timber purchaser, and Owner to coordinate and facilitate closing of the timber sale transaction.
 - g. Periodically check upon, and inspect the manner in which the timber is being harvested to be certain that the logging contractor follows all conditions specified in the timber deed.
 - h. Assist the landowner with reforestation, if desired, by preparing all cost-share forms and reforestation plans for submitting to the appropriate government agency.
3. The **Owner** agrees:
- a. To guarantee the title and legal ownership to any timber proposed to be sold.
 - b. To provide survey if necessary.
 - c. To provide legal right of ingress, egress, and regress to the property.
 - d. To the extent permitted by law, not to negotiate with any buyer as to price or otherwise, regarding provisions and details of the timber sale, without prior knowledge and consent of the Consultant.
 - e. To submit to the Asheboro City Council for approval in accordance with the North Carolina General Statutes a General Warranty Timber Deed, or Timber Sale Agreement, when presented.
 - f. To delineate, in writing before the timber sale, any and all fences, structures, improvements, sewer lines, equipment within the sale area, power lines, easements, or any item of importance or concern within the timber sale area.
4. The Owner agrees to pay the Consultant 10% of the total sale price for his efforts to sell said timber.
- a. The Consultant is due full commission if an acceptable offer is obtained in accordance with a statutorily approved method of sale. An acceptable offer is defined as: an offer that is submitted in strict compliance with a statutorily approved method of sale by a North Carolina municipal corporation of standing timber as real property and such offer meets or exceeds the fair market value, as set by the Consultant's timber appraisal.
 - b. If timber is not sold by the date set by the parties hereto for the sale by means of a statutorily compliant method for a North Carolina municipal corporation to sell standing timber because of low, no, or unacceptable bids, then Owner shall pay to Consultant an appraisal fee of \$2,500.00. Payment is due within 15 days after the date set for such sale.
 - c. Full payment is due at closing of the timber sale upon delivery of the timber deed and receipt of the sale proceeds. Consultant shall have the authority to take the sale proceeds into his escrow account for disbursement. A final disbursement of funds to the Owner in accordance with this contract and a settlement statement detailing the transaction shall be provided to the Owner within five business days of the Consultant's receipt of funds.
 - d. If the timber is not sold because of low, no, or unacceptable offers, Consultant shall, to the extent permitted by law, then have for a period of six months the exclusive right to negotiate for the sale of timber at the price established by the current appraisal by Consultant; provided, however, any such sale must be conducted in strict compliance with the property sale procedures established by the North Carolina General Statutes for the disposal of real property by North Carolina municipal corporations. If such a sale is successfully concluded, payment of the commission to the Consultant shall be made as specified in 4 above, less any appraisal fee previously paid.
5. It is understood and agreed that the duties to be performed by the Consultant with respect to preparing for and conducting the timber sale shall be done within a period of 90 days.
6. E-Verify Requirements: In order to enable the Owner to comply with contracting requirements prescribed for the City of Asheboro by Section 143-133.3 of the North Carolina General Statutes (the "General Statutes"), Consultant will comply, to the extent required by law, with the requirements of Article 2 of Chapter 64 of the General Statutes. Furthermore, if the Consultant

utilizes a subcontractor in connection with the implementation of this Contract, the Consultant will require the subcontractor to comply, to the extent required by law, with the requirements of Article 2 of Chapter 64 of the General Statutes.

7. In order to comply with statutorily mandated contracting procedures that are applicable to the Owner as a North Carolina municipal corporation, an Iran Divestment Act certification must be obtained from service providers attempting to enter into contracts with the City of Asheboro. Therefore, in compliance with Section 147-86.59 of the General Statutes, the Consultant hereby certifies that (i) the Consultant is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to Section 147-86.58 of the General Statutes, and that (ii) the Consultant will not utilize any subcontractor identified on the Final Divestment List to perform work under any contract with the City of Asheboro. The Final Divestment List can be found on the North Carolina State Treasurer's website with resources related to the Iran Divestment Act (www.nctreasurer.com/Iran). The Final Divestment List will be updated every 180 days.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day, month, and year indicated below.

E. Gerald Tugwell, R.F., A.C.F.
Tugwell Consulting Forestry, P.A.

John N. Ogburn, III, City Manager
City of Asheboro, North Carolina

Date Contract Signed

Date Contract Signed

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

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

[A copy of the visual presentation utilized by Mr. Leonard during his presentation of agenda items 6(a) through 6(f) is on file in the city clerk's office.]

7. Transportation Items:

- (a) **Consideration of an ordinance to authorize two-way traffic on sections of Cranford Street and North Randolph Avenue that were previously restricted to one-way traffic flow patterns.**

Mr. Leonard 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.

ORDINANCE NUMBER _____ **18 ORD 7-16**

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE REPEALING CERTAIN ONE-WAY TRAFFIC FLOW RESTRICTIONS

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, the Code of Asheboro, in Section 70.43 (titled "Operation on One-Way Streets"), provides as follows:

Upon those streets and parts of streets described in schedule 8 of § 72.02, vehicular traffic shall move only in the indicated direction when authorized signs indicating the

direction of traffic are erected and maintained at every intersection where movement in the opposite direction is prohibited; and

WHEREAS, the Code of Asheboro, in Section 70.21 (titled "One-Way Street Signs"), provides as follows:

Whenever authorized signs are placed, erected or installed indicating that traffic shall proceed only in a certain direction, no driver of a vehicle shall disobey the directions contained in or given by such signs; and

WHEREAS, the Code of Asheboro, in Subsection (C) of Section 70.29 (titled "Designation and Posting Signs or Marking Streets"), provides as follows:

Pursuant to instructions given to him by the City Council from time to time and entered in the council minute book, the City Manager shall:

(C) Cause all streets and parts of streets which are designated as one-way streets to be posted accordingly and so as to show the direction in which traffic shall proceed. He shall then notify the City Clerk, who shall enter the description of such streets and parts of streets, and the direction of traffic thereon, in schedule 8 of § 72.02; and

WHEREAS, a section of Cranford Street and the block of North Randolph Avenue between Worth Street and East Salisbury Street are currently designated for one-way traffic; and

WHEREAS, the owner of certain real property that adjoins the one-way traffic flow section of Cranford Street has requested repeal of this restriction due to a lack of need for the restriction; and

WHEREAS, due to the difficulties posed by the one-way traffic flow designation on a residential street for the city's automated trucks that attempt to comply with traffic laws while collecting solid waste and recyclables, city staff has requested the repeal of the one-way traffic flow designation for the block of North Randolph Avenue between Worth Street and East Salisbury Street; and

WHEREAS, the Asheboro City Council has decided to approve both requests;

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

Section 1. The previous restriction of a section of Cranford Street to a designated one-way direction for vehicular traffic is hereby repealed. Vehicular traffic is hereby authorized to travel in east and west directions on the entire block of Cranford Street between South Fayetteville Street and South Cox Street.

Section 2. The previous restriction of the block of North Randolph Avenue between Worth Street and East Salisbury Street to a designated one-way direction for vehicular traffic is hereby repealed. Vehicular traffic is hereby authorized to travel in north and south directions on the entire block of North Randolph Avenue between Worth Street and East Salisbury Street.

Section 3. The City Manager is hereby instructed to cause the removal of any signage restricting vehicular traffic to one-way travel along the sections of Cranford Street and North Randolph Avenue described in Sections 1 and 2 of this Ordinance.

Section 4. The City Clerk shall revise schedule 8 of Section 72.02 of the Code of Asheboro to reflect the repeal of these one-way vehicular traffic designations and restrictions.

Section 5. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 6. 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 July 14, 2016.

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

ATTEST:

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

(b) An update on the status of the review of Scarboro Street traffic flow pattern.

Mr. Leonard reported that a meeting is scheduled with NCDOT on August 18, 2016 in order to discuss traffic flow pattern on Scarboro Street. City staff will update the Council Members as information becomes available.

8. Legal items:

(a) Consideration of a resolution authorizing the purchase and recordation of a quit-claim deed that will enable the city to begin maintaining the Odd Fellows Cemetery.

Mr. Sugg reported to the city council that Clyde L. Foust and his wife, Betty Foust, own a parcel of land that is identified by Randolph County Parcel Identification Number 7761431661. The southern boundary of this parcel of land adjoins the northern margin of the public right-of-way for Martin Luther King Jr. Drive (North Carolina Secondary Road 2189).

The said parcel of land (the "Street Frontage Parcel") adjoins a historic cemetery known as the Odd Fellows Cemetery that is located to the north of the Street Frontage Parcel. The parcel of land upon which the Odd Fellows Cemetery is located (the "Cemetery Parcel") is more specifically identified by Randolph County Parcel Identification Number 7761431737.

In order to clarify the boundaries of the Odd Fellows Cemetery and in an effort to address confusion created by unrecorded deeds to the land upon which the cemetery is located, an attorney in private practice has prepared a draft of a quitclaim deed that would, if executed, quitclaim unto the city the Street Frontage Parcel and the Cemetery Parcel. Mr. Foust and his wife have indicated that they are willing to execute the said deed in consideration of the payment by the city of the sum of \$1,000.00.

The elected officials indicated that they are interested in preserving the Odd Fellows Cemetery as a recognized cultural heritage site. However, the council members are not willing to spend public funds unless a more substantive instrument of conveyance, rather than a quit-claim deed simply releasing any interest the grantor has in the property, is used to convey the Street Frontage Parcel to the city. The quitclaim deed is acceptable for the Cemetery Parcel, but a more substantive instrument of conveyance for the Street Frontage Parcel is needed if the contemplated transaction is to be completed.

Mr. Sugg indicated that he would communicate the city's position to the relevant parties and report back to the city council when he had any new information.

(b) A report on the legislative action that addressed the requests submitted by the city council for consideration during the recently concluded legislative session.

Mr. Sugg reported that, on March 10, 2016, the City Council adopted Resolution Number 06 RES 3-16. This resolution stated as follows:

RESOLUTION NUMBER _____ **06 RES 3-16**

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION REQUESTING THE REMOVAL OF CERTAIN TERRITORY FROM THE CITY LIMITS BY LOCAL ACT OF THE NORTH CAROLINA GENERAL ASSEMBLY

WHEREAS, Pamela Sue Vuncannon has requested of the Asheboro City Council the removal from the city limits of certain real property (approximately 19,861 square feet of land) that she obtained from Polyspray Corporation by means of a deed recorded in Deed Book 2341, Page 258, Randolph County Public Registry; and

WHEREAS, the real property that Ms. Vuncannon wishes to have removed from the city limits was annexed into the city in 1994 as part of a 51.72-acre annexation; and

WHEREAS, the expansion of municipal services to industry/manufacturing operations was the driving force behind the 51.72-acre annexation in 1994; and

WHEREAS, the sale of the property in question to a land owner that has no connection to the manufacturing operations in the area has removed the need for municipal services for this particular piece of property; and

WHEREAS, the Asheboro City Council supports Ms. Vuncannon in her effort to have the 19,861 square feet of land removed from Asheboro's city limits; and

WHEREAS, due to the fact that the city's governing board lacks the legal authority to deannex property, the Asheboro City Council has decided to request the assistance of the local legislative delegation to the North Carolina General Assembly with the introduction and passage of a local act to implement the deannexation requested by Ms. Vuncannon;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that a request is hereby respectfully submitted to the local legislative delegation to the North Carolina General Assembly for the introduction and support of a local act to remove from the city limits of the City of Asheboro the following territory that is described by metes and bounds:

Cedar Grove Township, Randolph County, North Carolina:

BEGINNING on the existing primary city limits line for the City of Asheboro at a 3/4" existing iron pipe that is up 1" at the southeast corner of the Pamela Sue Vuncannon property described in Deed Book 2341, Page 258, Randolph County Public Registry (this tract of land is proposed for removal from the Asheboro City Limits and will be hereinafter referred to as the "Deannexation Tract"), the said beginning point is North 29 degrees 58 minutes 42 seconds West 679.77 feet from NCGS monument "Bingham" that is located by means of the North Carolina Coordinate System at the coordinates of North 703,571.16 feet and East 1,747,119.25 feet (NAD 83); thence from the said beginning point and following the proposed new primary city limits line South 86 degrees 25 minutes 02 seconds West 96.86 feet along the southern boundary line for the Deannexation Tract to a 1.5" existing iron rod that is up 2" at the southwest corner of the Deannexation Tract; thence departing from the southern boundary line of the Deannexation Tract and proceeding along the western boundary line of the territory to be removed from the city limits by following the shared boundary line between the Deannexation Tract and the Marcia H. Miller property described in Deed Book 1899, Page 2539 (Tracts 1 & 2), Randolph County Public Registry the following course and distance: North 00 degrees 11 minutes 13 seconds East 192.56 feet to a 1/2" existing iron pipe up 7" at the northwest corner of the Deannexation Tract; thence departing from the western boundary line for the Deannexation Tract and following the shared boundary line between the Deannexation Tract and the Pamela Sue Vuncannon property described in Deed Book 1618, Page 671, Randolph County Public Registry the following courses and distances: South 87 degrees 58 minutes 06 seconds East 46.61 feet to a computed point; thence North 36 degrees 01 minute 44 seconds East 84.59 feet to a 3/4" existing iron pipe up 2" at the northeast corner of the Deannexation Tract; thence departing from the northern boundary line of the Deannexation Tract and proceeding along the shared boundary line of the Deannexation Tract and the Dumont Bunker property described in Deed Book 1911, Page 2210, Randolph County Public Registry the following course and distance: South 00 degrees 03 minutes 56 seconds West 253.26 feet to the point and place of BEGINNING, and containing a total of 19,861 square feet (0.456 of an acre) of land, more or less, to be removed from the city limits of the City of Asheboro.

The above-listed description is in accordance with a plat of survey entitled "Plat of Proposed Deannexation of Certain Territory at the Request of the City of Asheboro(;) Property of Pamela Sue Vuncannon" that was drawn under the supervision of Thomas Scaramastra, Professional Land Surveyor with License Number L-4421. The job number listed on the plat is 16-004, and the said plat of survey's title block bears the date of February 9, 2016.

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that city staff members are hereby authorized to undertake all administrative actions deemed necessary to implement the provisions of this Resolution, specifically including without limitation engaging in discussions and correspondence on behalf of the municipal corporation with members of the local delegation and the legislative bill drafting office, to facilitate timely consideration of the proposed removal of territory from the city limits of Asheboro.

In response to the request to deannex the described property, the North Carolina General Assembly granted the request by enacting Session Law 2016-62 with an effective date of June 30, 2016.

Mr. Sugg also reported that the North Carolina General Assembly did not act on the city's request to amend the city charter to address certain property disposal concerns. However, the city's primary concern about clarifying the procedures for retiring service animals, specifically police canines, had been addressed in a positive manner with the ratification of a state-wide bill, House Bill 550. Governor McCrory appears to have no objection to signing the ratified bill with a proposed effective date of October 1, 2016.

In addition to the above legislative actions, Mr. Sugg informed the Council Members that discussions are taking place of possibly moving municipal elections to even-numbered years. Updates will be given when more information becomes available. No formal action was taken by the Council during this discussion of legislative action.

9. Update on events to celebrate the city's recent designation as an All-America City.

Mr. Luck informed the Council Members of the following events in celebration of the city's recent designation as an All-America City.

- Event 1: Asheboro City Council Meeting on Thursday, August 4, 2016 at 7:00 p.m. in the Council Chamber of City Hall.
- Event 2: Pigs and Pedals on Saturday, August 6, 2016 at 6:30 p.m. at the Bicentennial Park Stage.
- Event 3: Movie in the Park on Saturday, August 13, 2016 at 7:30 p.m. at the Bicentennial Park Stage. The video of the All-America City Presentation will be shown prior to the movie.

Additionally, Mr. Luck informed the Council Members that the following All-America City logo items will soon be available.

- Stickers and Window Clings
- Vehicle Plates
- Polo Shirts
- Flags
- Lapel Pins

The logo will also appear on entrance road signs, downtown banners, and the water tank located in the vicinity of Church Street.

A copy of the visual presentation utilized by Mr. Luck is on file in the city clerk's office.

10. Information on the highway dedication ceremony to be conducted in honor of Talmadge Baker at the Asheboro Regional Airport on Thursday, August 25, 2016 at 3:00 p.m.

Mr. Nuttall informed the Council Members that the highway dedication ceremony will be conducted in honor of Talmadge Baker at the Asheboro Regional Airport on Thursday, August 25, 2016 at 3:00 p.m. located at 2222 Pilots View Road in Asheboro.

There being no further business, the meeting was adjourned at 8:07 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk

David H. Smith, Mayor

CITY OF ASHEBORO NORTH CAROLINA

APPLICATION FOR PARADE PERMIT

In accordance with the Asheboro City Code, Section 97.04, application is hereby made for a parade permit. This permit must be received fourteen (14) days prior to the day of the parade.

Contact Name: Vikki Luther Fall Festival
Address: 1247 Sunset Drive Asheboro NC 27205
Phone: _____ E-mail: vluther@randolphartsguild.com

Organization: The Randolph Arts Guild
Address: 123 Sunset Avenue Asheboro NC 27203
Phone: 336.629.0399

Date of Parade: Fri, Sept 30 Oct 1, 2 Start Time: 9:00pm End Time: 8:00pm

Number of Persons: _____ Number of Vehicles: _____

Streets Involved: Church St. / Sunset / Faye / Worth

Special officials and/or guests: N/A

Insurance Company & Policy Number: Church St. / Sunset / Faye / Worth

Any additional information: No Parade but the Festival

Travelers Insurance I-660-179R7697.TCT

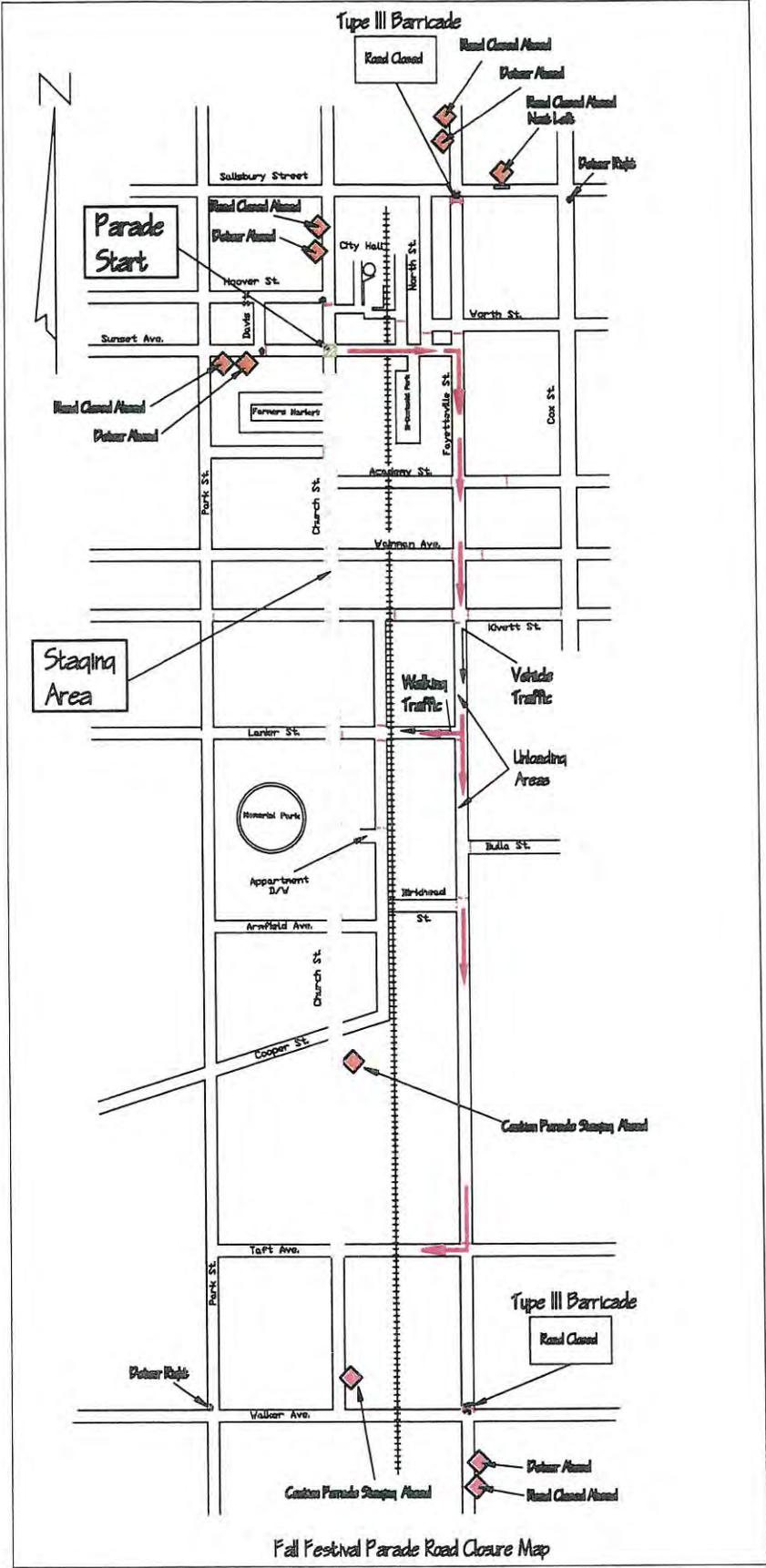
The undersigned agrees to hold the City of Asheboro and its officers, employees and agents free and harmless from and against any and all claims, losses, damages and settlements arising out of or relating to this parade. The undersigned agrees to investigate and provide defense for and defend any such claims at his/her (?) sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless or false.

Signature of Authorized Representative: [Signature]

Internal Use Only

Police Department Recommendation: _____

City of Asheboro Approval By: [Signature] Date: July 28, 2016



Fall Festival Parade Road Closure Map



PAT McCrory
Governor

NICHOLAS J. TENNYSON
Secretary

July 6, 2016

STATE PROJECT: **R-2536**
WBS#: 34450.3.8
COUNTY: Randolph
DESCRIPTION: US 64 Bypass from existing US 64 west of Asheboro to existing US 64 east of Asheboro and the Zoo Connector from east of Staleys Farm Rd (SR 2839) to existing NC 159/Zoo Entrance

SUBJECT: Utility Agreement – **City of Asheboro**

Mr. Michael Leonard
City Engineer,
City of Asheboro
PO Box 1106
Asheboro, NC 27204-1106

Greetings Mr. Leonard,

Enclosed are duplicate originals of a Utility Agreement to adjust and relocate municipally owned water and sewer lines.

After you have reviewed this agreement, please have the appropriate authority approve and execute the agreement. *Once signed, both originals should be returned to the Utility Agent for Departmental execution.* One fully executed agreement will be sent back to you for your file.

In order to keep the project on schedule, please approve and return the signed agreement back to this office no later than **August 31st, 2016**. Should this office not receive the agreement by the requested date, the project is subject to be delayed.

If revisions are necessary, please email Lee Johnson, Contract Design Build Utility Agent, at leejohnson@ncdot.gov or call at (919) 707-6991, to make the appropriate changes. I will promptly forward the revised agreement back to you for review and execution.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Robert Memory', written over a white background.

J. Robert Memory
State Utility Agent

Enclosures

cc: Mr. John Olinger, PE, Division 8 Construction Engineer
Mr. Reuben Blakely, PE, Resident Engineer, Randolph Co
Ms. Lee Ann Billington, Contract Officer
Mr. Michael Merritt, PE, Senior Project Manager, RK&K

The logo for 'Nothing Compares' features a stylized, wavy line above the text 'Nothing Compares' in a serif font, followed by a small trademark symbol.

NORTH CAROLINA
RANDOLPH COUNTY

DESIGN BUILD UTILITY AGREEMENT

DATE: 6/27/2016

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: R-2536

AND

WBS Elements: 34450.3.8

CITY OF ASHEBORO

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Asheboro, hereinafter referred to as the "Municipality";

WITNESSETH:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project R-2536, in Randolph County, said plans consists of US 64 (Asheboro Southern Bypass) from US 64 West of Asheboro to existing US 64 East of Asheboro and Zoo Connector From East of SR 2839 (Staleys Farm Road) to existing 159/Zoo Entrance; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department's construction contractor with full reimbursement by the Municipality for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

1. The Department shall place provisions in the construction contract for Project R-2536 Randolph County, for the contractor to adjust and relocate water and sewer lines. Said work shall be accomplished in accordance with the cost estimates attached hereto as Exhibit "A" and the Utility Mapping Plans attached hereto as Exhibit "B".
2. The Municipality shall be responsible for the entire lump sum cost as shown on Exhibit "A". The lump sum cost to the Municipality is \$1,547,997.53. The Municipality shall reimburse the Department for said costs as follows:

- A. Upon completion of the highway work, the Department shall submit a lump sum invoice to the Municipality for costs incurred. Billing will be based upon the approved lump sum cost.
 - B. Reimbursement shall be made by the Municipality in one final payment within sixty (60) days of said invoice.
 - C. If the Municipality does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.
 - D. Said interest rate shall be set upon final execution of the Agreement by the Department. The Municipality will be notified of the set interest rate by the Department's approval letter upon receipt of the fully executed agreement.
 - E. Any cost incurred due to additional utility work requested by the Municipality after award of the construction contract, shall be solely the responsibility of the Municipality. The Municipality shall reimburse the Department 100% of the additional utility cost.
3. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.
4. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the Municipality shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the Municipality shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the Municipality shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the Municipality upon completion of construction of the project and its acceptance by the Department from its contractor unless the Municipality notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.
5. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.
- A. The Municipality obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

- B. If at any time the Department shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the Municipality's expense, the Municipality binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the Department.
6. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST: CITY OF ASHEBORO
BY: _____ BY: _____
TITLE: _____ TITLE: _____
DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by the City of Asheboro as attested to by the signature of _____,
Clerk of the _____ (governing body) on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:
City of Asheboro

DEPARTMENT OF TRANSPORTATION
BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

EXHIBIT A

R-2536 City of Asheboro Cost Responsibility

	UC-13	UC-24	UC-33	UC-34	UC-53	UC-54	UC-55	UC-56	UC-63A	UC-64	UC-65	UC-76	UC-81	UC-92	UC-100	UC-101	Total
6" WATER LINE			60				215					353					568
8" WATER LINE																	90
12" WATER LINE		1037		485	2084	1314	1398				368	397	460	180	208	1147	9086
16" WATER LINE				888										888			1656
8" FORCE MAIN SEWER		895															895
8" FORCE MAIN SEWER	40								806	632							2127
ABANDON 6" UTILITY PIPE		915											949				1472
ABANDON 8" UTILITY PIPE	31		72				285		743	629	131	282					1606
ABANDON 12" UTILITY PIPE		905									343	280					7658
ABANDON 16" UTILITY PIPE				83									450	178	187	1103	533

Construction Cost \$1,351,436.99
 Design Cost @8% \$108,115.12
 Total \$1,459,554.08



**RZ-16-08: Rezone from R40 (Low-Density Residential) to CU-B2
(Conditional Use General Commercial) and Issue a Conditional Use Permit
for a Mobile Home Sales Lot**

(Portion of Randolph County Parcel Identification Number 7771054020 located
on the south side of Crescent Drive)

Planning Board Recommendation and Staff Report

Planning Board Recommendation & Comments to City Council

NOTE: Have applicant Certify to Council mailings to all adjoining property owners.

Case # **RZ-16**
-08

Date 7-11-2016 PB

Applicant Larry McKenzie (for Mc Mc Properties,LLC)

Legal Description

A portion of Randolph County Parcel #7771054020 (Lots 181-199 and portions of Lots 200-205) totaling approximately 3.38 acres +/-, located on the south side of Crescent Drive and owned by Mc Mc Properties, LLC

Requested Action Rezone from R40 (Low-Density Residential) to CU-B2 (Conditional Use General Commercial)

Existing Zone R40 Low-Density Residential

Land Development Plan See rezoning staff report

Planning Board Recommendation

Approve

Reason for Recommendation

The Planning Board concurred with staff reasoning.

Planning Board Comments

Rezoning Staff Report

RZ Case # RZ-16-08

Date 7/11/2016 PB

8/4/2016 City Council

General Information

Applicant Larry McKenzie (for Mc Mc Properties, LLC)

Address 1087 Bunting Road

City Asheboro NC 27205

Phone 336-953-2913

Location Cresnet Drive

Requested Action Rezone from R40 (Low-Density Residential) to CU-B2 (Conditional Use General Commercial)

Existing Zone R40 **Existing Land Use** Undeveloped (formerly agricultural)

Size 3.38 acres +/- (of 7.6 acres total) **Pin #** 7771054020 (portion)

Applicant's Reasons as stated on application

High traffic on Hwy. 64 should make all property commercial in the future. The plan calls for this to be zoned commercial. This is a prime spot for commercial, was used for a commercial nursery for years.

Surrounding Land Use

North Single-family residential

East Industrial/Commercial/Single-Family Residential

South Commercial

West Place of Worship/Commercial (vacant dwelling zoned B2)

Zoning History N/A

Legal Description

A portion of Randolph County Parcel #7771054020 (Lots 181-199 and portions of Lots 200-205) totaling approximately 3.38 acres +/-, located on the south side of Cresnet Drive and owned by McMc Properties LLC

Analysis

1. US Hwy. 64 is a state-maintained boulevard. Cresnet Drive is a state-maintained road that is approximately 16' to 18' in width.
2. The property is outside of the city limits. Water is currently available (at the rate available to properties outside of the city limits). Sewer is currently unavailable.
3. The north side of Cresnet Drive consists of single-family residential uses. The south side of Cresnet Drive (where the property is located) consists of single-family residential uses, a place of worship, and a legal non conforming industrial use adjacent to the east side of the property.
4. The portion of the property proposed for rezoning was previously used for agricultural use (greenhouses). The remainder of the property zoned B2 was previously used for multiple commercial uses plus a single-family dwelling.
5. The request to rezone the property is also being filed with a request for a Conditional Use Permit for a Mobile Home Sales Lot, which will be considered by City Council on August 4, 2016.
6. The southern portion of the property zoned B2 will remain zoned B2, allowing any use permitted by right in the B2 district, including a Mobile Home Sales Lot.
7. City staff has received written comments in opposition to the request. These will be presented to City Council pursuant to the Asheboro Zoning Ordinance Section 1011.7 and NC General Statute 160A-385(a)(1).

Rezoning Staff Report

RZ Case # RZ-16-08

Page 2

Consistency with the 2020 LDP Growth Strategy designations

In reviewing this request, careful consideration is given to each Goal and Policy as outlined in the Land Development Plan. Some Goals and Policies will either support or will not support the request, while others will be neutral or will not apply. Only those Goals and Policies that support or do not support the request will be shown.

Proposed Land Use Map Designation Commercial
Small Area Plan East
Growth Strategy Map Designation Economic Development

LDP Goals/Policies Which Support Request

Checklist Item 1: Rezoning is compliant with the Proposed Land Use Map.

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

Checklist Item 7: The proposed rezoning is compatible with the applicable Small Area Plan.

Checklist Items 12, 13, and 14: 12.) Property is located outside of watershed 13.) The property is located outside of Special Hazard Flood Area. 14.) Rezoning is not located on steep slopes of greater than 20%.

Rezoning Staff Report

RZ Case # RZ-16-08

Page 3

LDP Goals/Policies Which Do Not Support Request

Checklist Item 6: Existing infrastructure is adequate to support the desired zone. (water, sewer, roads, schools, etc.)

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

Staff's Final Analysis Concerning Consistency with Adopted Comprehensive Plans, Reasonableness and Public Interest

The growth strategy map places the property within an economic development area and the East Small Area Plan specifically calls for expansion of commercial development on US Hwy. 64 East, which has increasingly occurred in this vicinity in recent years.

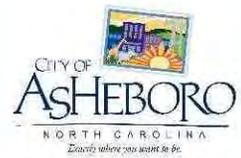
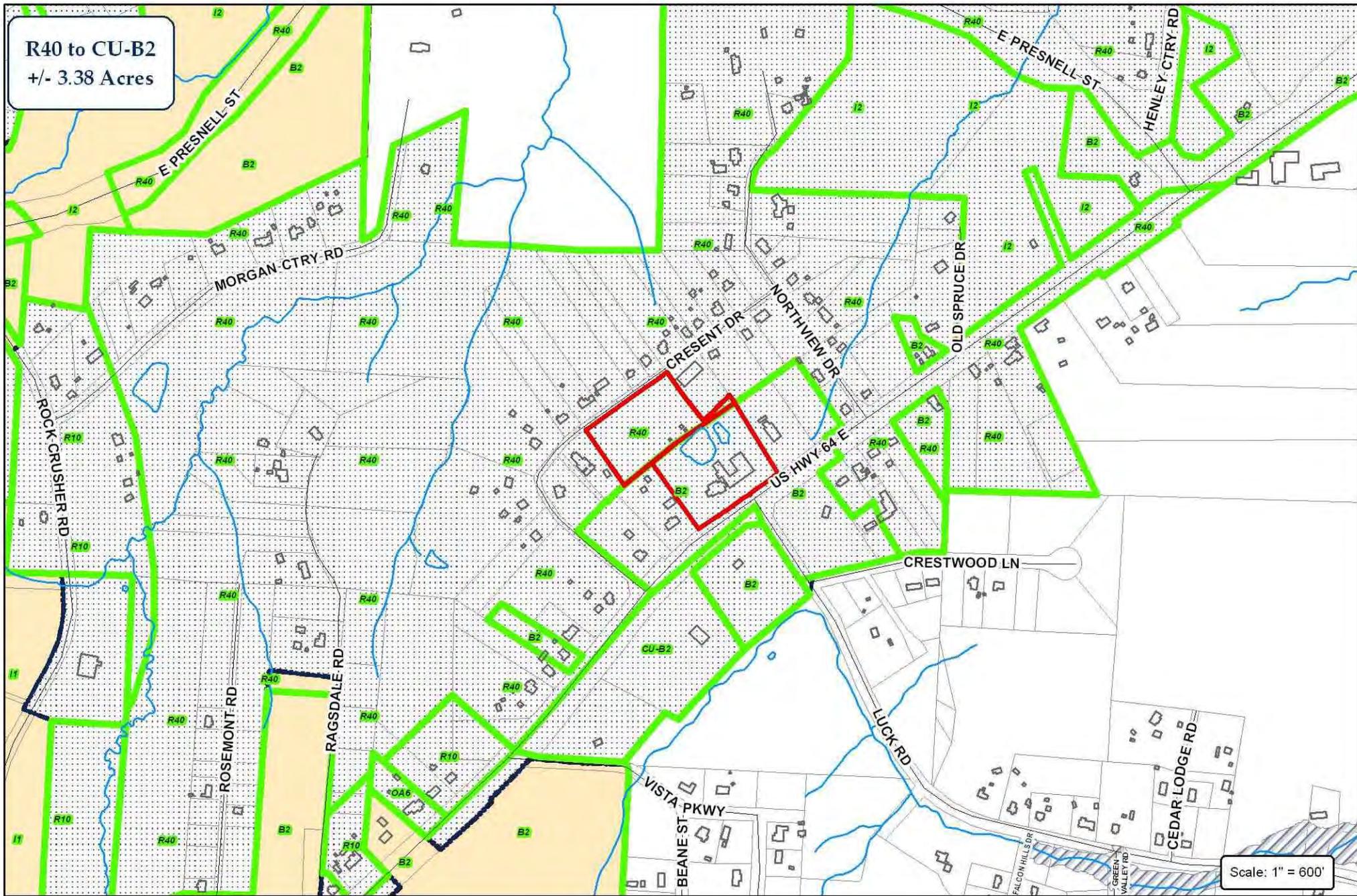
While the LDP proposed land use map specifies "commercial" use on the property, the text generally acknowledges the need for a zoning district sensitive to potential negative impacts of commercial development on adjoining uses (particularly residential uses). It also recognizes situations in which infrastructure limitations (i.e. street design, utilities) make a general district rezoning inappropriate on property for which the LDP proposes a commercial use. These considerations, combined with the property's location outside of flood areas, watersheds, or areas with considerably steep slopes make a CU-B2 district request reasonable.

In evaluating these factors, the requested Conditional Use General Commercial district is a suitable commercial designation for the property since the Conditional Use permitting process can consider the proposed use of the property and the manner in which the property is developed to mitigate negative effects on adjoining properties.

For these reasons, staff believes the proposed CU-B2 district is consistent with the adopted comprehensive plan, and therefore reasonable and in the public interest.

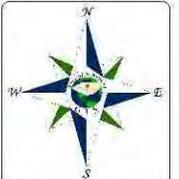
Recommendation In light of the above analysis, staff's recommendation is **approval** of this request.

R40 to CU-B2
+/- 3.38 Acres



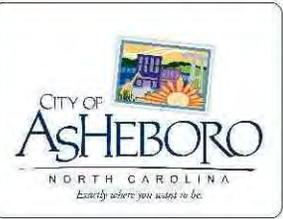
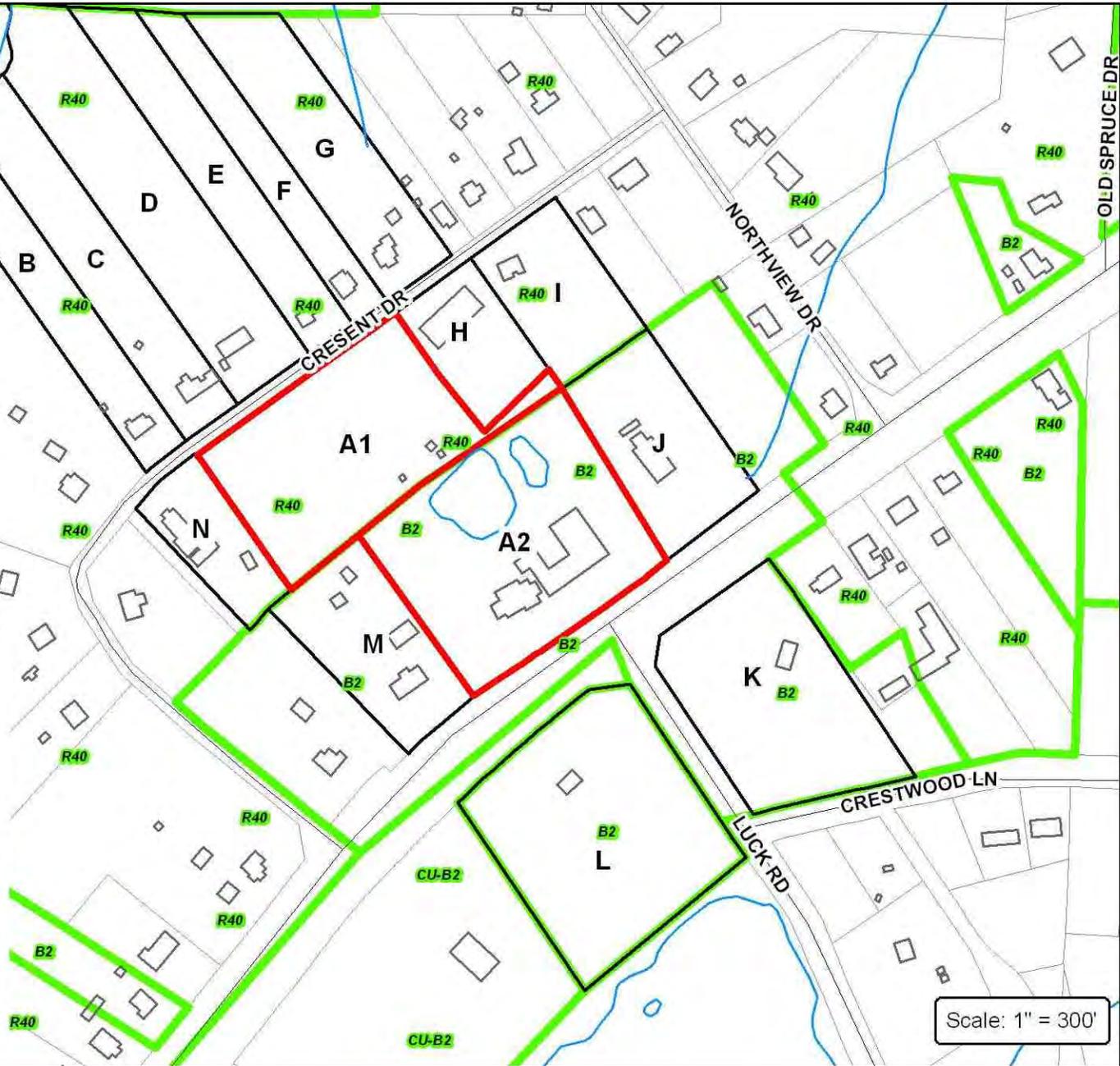
City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-16-08
Parcel: 7771054020 (pt.)

- Subject Property
- Zoning
- City Limits
- ETJ



**R40 to CU-B2
+/- 3.38 Acres**

Map_ID	Owner
A1	MC MC PROPERTIES LLC
A2	MC MC PROPERTIES LLC
B	HARPER, ORIS STEVEN
C	BECK, SHEILA
D	GARNER, GENEVA
E	LATHAM, HARVEY J
F	BURGESS, KAREN DENISE
G	ESTEBAN, ALFREDO A (ALEJO, MARIA PERLA)
H	KURDIAN, GAYLE F
I	WARD, ROBERT L
J	YORK, JOSEPH L (YORK, NANCY C)
K	BRANSON-COLEMAN PROPERTIES LLC
L	MCKENZIE PROPERTIES INVESTMENT LLC
M	64 EAST INVESTMENT INC
N	OAKWOOD PARK BAPTIST CHURCH

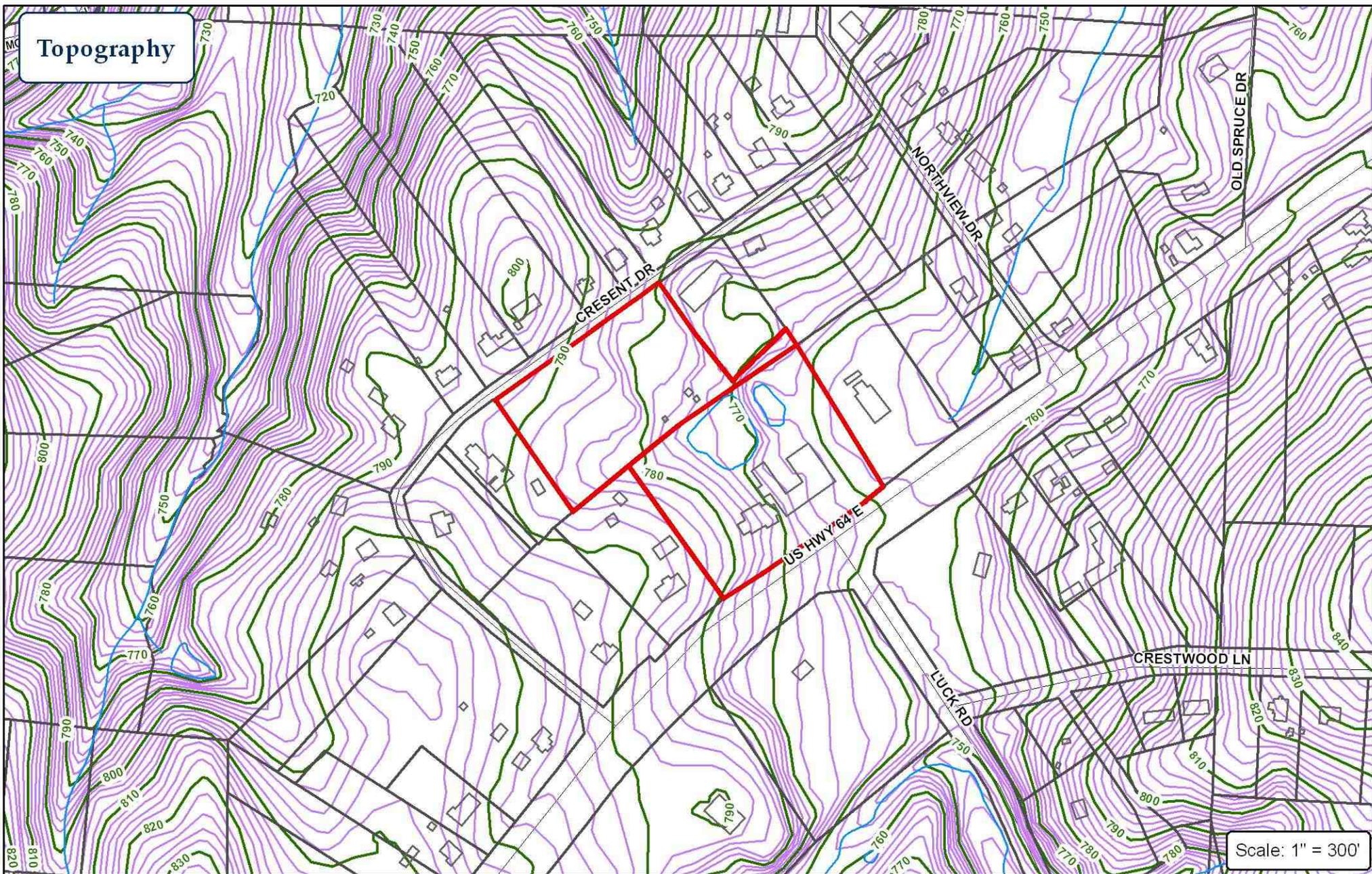


**City of Asheboro
Planning & Zoning Department**
Rezoning Case: RZ-16-08
Parcel: 7771054020 (pt.)

- Subject Property
- Adjoining Properties
- Zoning
- City Limits



Topography



Scale: 1" = 300'

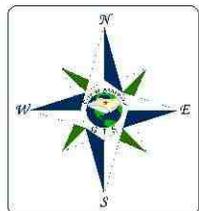


City of Asheboro
Planning & Zoning Department

Rezoning Case: RZ-16-08

Parcel: 7771054020 (pt.)

 Subject Property



Conditional Use Permit Staff Report

CUP Case No. RZ/CUP-16-08

8/4/2016 City Council

General Information

Name Larry McKenzie (for Mc Mc Properties, LLC)

Address 1087 Bunting Road
Asheboro NC 27205

Phone 336-953-2913

Pin # 7771054020 (portion)

Location South side of Crescent Drive

Requested Action: Conditional Use Permit for a Mobile Home Sales Lot

Existing Zone R40 (Low-Density Residential)

Existing Land Use Undeveloped

Size 3.38 acres +/- (of 7.6 acres total)

Applicant's Reason as stated on application

Mobile Home Sales Lot

Surrounding Land Use

North Single-family residential

East Industrial/Commercial/Single-Family Residential

South Commercial

West Place of Worship/Commercial (vacant dwelling zoned B2)

Zoning History N/A

Growth Strategy Map Economic Development

Proposed L D P Map Commercial

Legal Description

A portion of Randolph County Parcel #7771054020 owned by Mc Mc Properties, LLC (Lots 181-199 and portions of Lots 200-205) totaling approximately 3.38 acres +/-, located on the south side of Crescent Drive

Analysis

1. The request is for a Conditional Use Permit for a Mobile Home Sales Lot
2. The applicant has also filed a rezoning request to rezone the portion of the property that is zoned R40 (Low-Density Residential) to CU-B2 (Conditional Use General Commercial). The remainder of the property, which is zoned B2 (General Commercial) is not part of the rezoning or conditional use permit request.
3. The applicant is proposing to use the portion of the property that is being requested for a rezoning to CU-B2 for a mobile home sales lot. Specifically, this area is proposed for display area for the mobile (manufactured homes) offered for sale. The applicant is proposing access from Crescent Drive that would be limited to employees/emergency vehicles.
4. Components of the proposed use (including, but not limited to, the sales office and customer parking) may occur on the portion of the property that is zoned B2, along with other uses permitted by right in that district.
5. Buffering/screening is required adjacent to the place of worship (either a 5' Type A screen or 15' Type A buffer adjacent to the place of worship; plus either a 10' Type C screen or 25' Type C buffer adjacent to the single-family residence on the east side of the property (see attached details). The applicant is proposing a 20' area of existing vegetation to remain along much of the perimeter of the portion of the property zoned B2.

LDP Conformity Issues

See staff rezoning report concerning LDP conformity. Six (6) goals and policies support the request, while two (2) were negatives towards the request.

Conditional Use Permit Staff Report

CUP Case No. RZ/CUP-16-08

Page 2

NOTE: Applicant shall certify to Council mailings to all adjoining property owners.

Staff Comments

As noted on the rezoning staff report, conditions should consider the manner in which the property develops in light of its proximity to less intense (especially residential) land uses.

Suggested Conditions

DRAFT CONDITIONS AS OF 7-28-16:

(A) The site plan shows a 20' wooded buffer maintaining existing vegetation adjacent to all residentially zoned property, adjacent to Crescent Drive, and along the northeastern property boundary adjacent to the western property boundary of Gayle F. Kurdian (See DB 1170, PG 1887). Existing vegetation shall count towards landscaping requirements, however, should any deficiency in meeting the landscaping requirements occur within any portion of the designated 20' buffer area, additional plantings will be required, which at a minimum, meet the requirements of a Type C Screen.

(B) Notwithstanding information noted on the site plan, there shall only be one driveway on Crescent Drive. No homes shall be delivered to or from the property using this Crescent Drive entrance. This entrance along Crescent Drive shall be gated and remain locked except for employee use or emergency vehicles. Solid waste pickup shall not be via the Crescent Drive entrance.

(C) 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 this Conditional Use Permit in the chain of title for the Zoning Lot.

For Conditional Use Permit Hearings:

The following tests shall be found in favor of the applicant by the City Council.

1. That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.
2. That the use meets all required conditions and specifications of the Asheboro Zoning Ordinance.
3. That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity,
4. That the location and character of the use if developed according to the plan as submitted and approved is in harmony with the area in which it is to be located and in general conformity with the plan of development of Asheboro and its environs.

If any Conditional Use Permit is discontinued for a period of 180 days; or the permit is not initiated within 180 days; or replaced by a use otherwise permitted in the zoning district, it shall be deemed abandoned and the Conditional Use Permit shall be null and void and of no effect.

Conditional Use Permit Staff Report

Requirements for Permit

Page 3

RZ/CUP-16-08

CRESSENT DRIVE

20' WOODED BUFFER

20' WOODED BUFFER

WOODED BUFFERS
WILL BE LEFT NATURAL

CRESSENT DRIVE HAS
TWO EXISTING DRIVE
CUTS, ONLY ONE
WILL BE USED AND
WILL BE GATED AND
LOCKED EXCEPT FOR
HOME DELIVERIES

Home STORAGE / DISPLAY

20' WOODED BUFFER

20' WOODED BUFFER

DUMPSTER

R-40

B-2

L = OUTDOOR LIGHTING
THE PROPOSED USE
WILL MEET ALL
PERFORMANCE STANDARDS
OF SECTION 317A

WILL LEAVE
EXISTING
TREES AND
HEAVY
UNDER GROWTH

DUMPSTER WILL BE
SCREENED BY
SOLID FENCING

OFFICE

US Hwy 64 EAST

1/4" = 20 FT

John Evans

From: larry@mckenzieproperties.net
Sent: Tuesday, July 12, 2016 11:01 AM
To: John Evans
Subject: Site plan for mobile home sales lot

John,

As a follow up to the planning board meeting last night the mobile home sales lot will not be using the Crescent Drive gate to move homes into or off of the lot. All homes will enter the lot from the US Highway 64 entrance. The gate will remain locked except for employee use or emergency vehicles.

Larry McKenzie



City of Asheboro
Office of the City Clerk

Post Office Box 1106 • Asheboro, North Carolina 27204-1106
Phone (336) 626-1201 • Fax (336) 626-1218

Holly H. Doerr
City Clerk

Tamela D. Garner
Deputy City Clerk

MEMORANDUM

TO: Mayor Smith and Members of the Asheboro City Council

FROM: Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal *HHH*

DATE: Friday, July 29, 2016

RE: Citizen Comments Pertaining to Land Use Case No. RZ-16-08 (Crescent Drive)

I have received citizen comments in opposition to the rezoning application that will be considered during the public hearing to be conducted on August 4, 2016, in connection with the above-referenced land use case. Due to the fact that this combined hearing will be conducted as a quasi-judicial proceeding, and in compliance with G.S. 160A-385, I am providing to you the following names and addresses of the individuals who joined in submitting written comments in opposition to the rezoning request:

Penny Harper	170 Northview Drive
Brandi Fruchtnicht	212 Northview Drive
Jarred Fruchtnicht	212 Northview Drive
Antonio Salinas	297 Crescent Drive
Steve A. Du Four	295 Crescent Drive
Sarah L. Du Four	295 Crescent Drive
Alice Little	292 Crescent Drive
Mitchell Sheaw (spelling?)	247 Crescent Drive
Karen Sheaw (spelling?)	247 Crescent Drive
Preston Sheaw (spelling?)	247 Crescent Drive
Harvey J. Latham	237 Crescent Drive

Memo
Page 2
July 29, 2016

Bruce Hodgins (spelling?)	207 Crescent Drive
Gary Hester (spelling?)	207 Crescent Drive
Sarah McCoy	161 Crescent Drive
Robert L. Ward	272 Crescent Drive
Edward Anderson	283 Crescent Drive
Jason Redding	189 Crescent Drive
Sheila Beck	219 Crescent Drive

If you have any questions about his memo, please call me.

cc: John N. Ogburn, III, City Manager



Public Hearing concerning Randolph County Multi-Jurisdictional Hazard Mitigation Plan

Summary of Randolph County Hazard Mitigation Plan status

A draft of the updated Randolph County Hazard Mitigation Plan is under review. The plan has been approved pending adoption by both the Federal Emergency Management Agency (FEMA) and the North Carolina Division of Emergency Management (NCEM).

The Plan is required to be updated every five years by the Robert T. Stafford Disaster Relief, Emergency Assistance Act and other federal legislation in order for Randolph County and its nine municipalities to be eligible for federal disaster relief. The Plan includes the following components:

1. A narrative concerning the Planning process which involved several meetings with key stakeholders and surveys of citizens across the county concerning their perceptions of hazards and actions necessary to reduce vulnerability to them.
2. A Community profile that detailed various geographic, demographic, and economic patterns, plus an analysis of land use patterns.
3. A Risk Assessment, including identification of hazards that may impact Randolph County, Hazard Profiles that assess the scope of potential hazards, and a Vulnerability Assessment which gauges the level of risk of each of these hazards in Randolph County.
4. A Capability Assessment that examined the planning/regulatory, staff/organizational, technical, fiscal, and political capabilities to address each hazard.
5. Mitigation Strategies which included broad goals to reduce hazard vulnerabilities and a Mitigation Action Plan specifically detailing each jurisdiction's implementation actions to mitigate hazards.

A copy of the City of Asheboro's Mitigation Action Plan is on the following pages. A copy of the resolution that will be considered by City Council during its August 4, 2016 meeting is also attached.

In addition, the entire draft Hazard Mitigation Plan is available from Randolph County's website at the following address:

www.co.randolph.nc.us

SECTION 9: MITIGATION ACTION PLAN

City of Asheboro Mitigation Action Plan

Action #	Description	Hazard(s) Addressed	Relative Priority	Lead Agency/ Department	Potential Funding Sources	Implementation Schedule	Implementation Status (2016)
Prevention							
P-1	Build in house GIS capability.	All	High	Asheboro Planning	Local	Completed	The city has built an in-house GIS capability including hiring GIS staff. This action is complete.
P-2	*Changed language* Evaluate the need for measures supplementing NC DEQ requirements regarding storm water control (retention/detention ponds or other storm water measure) on a case-by-case basis for uses that are environmentally sensitive and require a Conditional or Special Use Permit. Review storm water issues and best management practices in consultation with NC DEQ.	Flood	Moderate	Asheboro Planning/NC Department of Environmental Quality	Local	2021	The City of Asheboro is outside the boundaries of the area subject to Phase II storm water requirements. Unless a supplemental condition of a Conditional/Special Use Permit requires a storm water study, reviews concerning water quality and water quantity are under the jurisdiction of NC DEQ. The city will work to continue to evaluate and implement stormwater BMPs in consultation with DEQ.
P-3	Identify and map mobile home parks.	All	Low	Asheboro Planning	Local	2021	This capability exists as needed. Currently the city has identified mobile home parks and can be assembled when required.

SECTION 9: MITIGATION ACTION PLAN

Action #	Description	Hazard(s) Addressed	Relative Priority	Lead Agency/ Department	Potential Funding Sources	Implementation Schedule	Implementation Status (2016)
P-4	Look into funding for and developing program to clear debris from culverts and storm drains in priority floodplains.	Flood	Moderate	Asheboro Water Resources and Public Works	Local, plus other funding to be identified	2021	Public Works: Locations, especially those with known problems, are checked before and after major rain/weather events and cleared as necessary. Water Resources: Grant funding to help address storm water issues along Penwood Branch and Hasketts Creek was sought in 2011, however, this funding was not granted. Future funding may be explored if available.
P-5	Existing zoning ordinance to be modified to require ice damage resistant trees along buffers and screens.	Winter Storm	High	Asheboro Planning	Local	2021	The zoning ordinance is periodically updated so that weather damage resistant trees can be selected. Most recently, provisions allowing street trees (located within the public right-of-way) in Planned Unit Developments were adopted. These provisions were careful to select tree species resistant to damage from adverse weather.
P-6	Through existing subdivision regulations, encourage that power, cable, and telephone lines be buried.	All	Moderate	Asheboro Planning	Local	Completed	Unless there is an unusual technical reason why utilities cannot be underground, the Subdivision Ordinance generally requires they be located underground.

SECTION 9: MITIGATION ACTION PLAN

Action #	Description	Hazard(s) Addressed	Relative Priority	Lead Agency/ Department	Potential Funding Sources	Implementation Schedule	Implementation Status (2016)
P-7	Strengthen floodplain regulation to current standards. (New model regulation.)	Flood	High	Asheboro Planning	Local	Completed	In 2008, the City's Flood Damage Prevention Ordinance (within Zoning Ordinance) was amended to model language in consultation with NC Department of Crime Control and Public Safety (now Dept. of Public Safety) and as required by FEMA. The City is a participant in the FIRM flood insurance program, which reduces flood insurance premiums for homeowners living within flood hazard areas.

SECTION 9: MITIGATION ACTION PLAN

Action #	Description	Hazard(s) Addressed	Relative Priority	Lead Agency/ Department	Potential Funding Sources	Implementation Schedule	Implementation Status (2016)
P-8	In land use plans and development plans, adopt as city policy: wherever possible preserve natural wetlands, designate conservation corridors, especially along streams through acquisition or conservation easements.	All	High	Asheboro Planning	Local	2021	Through the city's development review process, developers are encouraged to preserve environmentally sensitive areas, such as flood plains. An example in practice are Planned Unit Development provisions, allowing development at a net density equal to a conventional subdivision with more flexible setbacks and minimum lot sizes, reducing the overall footprint of development. This encourages development outside of critical environmental areas. Also, since the 2011 Hazard Mitigation Plan, provisions in the Center City Planning Area have been adopted to allow greater flexibility for arrangement of buildings and other site features, while mandating minimum percentage of pervious surfaces. Future measures to improve land use planning will need to be integrated into planning documents as updates to those documents are implemented.
P-9	Develop a program to clear debris from culverts and storm drains in priority floodplains.	Flood	High	Asheboro Public Works	Local	Completed/Combine with P-4	Combine with P-4. Locations, especially those with known problems, are checked before and after major rain/weather events and cleared as necessary

SECTION 9: MITIGATION ACTION PLAN

Action #	Description	Hazard(s) Addressed	Relative Priority	Lead Agency/ Department	Potential Funding Sources	Implementation Schedule	Implementation Status (2016)
Property Protection							
PP-1	Consult with Asheboro Housing Authority to consider buyout and relocation for public housing in floodplains.	Flood	Low	Asheboro City Manager/Planning	Federal funding	2021	This action has not been completed. Will be implemented if required and when/if funds are available. Note: There are only two dwelling units that are partially within the floodplain (431/433 Dunlap St.). Neither have history of flooding.
Natural Resource Protection							
NRP-1							
Structural Projects							
SP-1							
Emergency Services							
ES-1	Develop municipal Emergency Operations Plan.	All	High	Asheboro City Manager	Local	Completed	An EOP has been developed by the City of Asheboro and is in place. This action is complete.
ES-2	*Changed language* Procure generators and fuel for alternative source of power for: <ul style="list-style-type: none"> ● Water plant ● Water pump 	All	Moderate	Public Works/Water Resources/Finance	Local	2020	This is currently underway for water plant and water pump Completion is anticipated for water plant and water pump by 2020.
ES-3	Identify and designate at least one emergency shelter in each municipality.	All	Low	Asheboro City Manager, Randolph County Emergency Management	Local	Completed	First Baptist Church, located at 133 North Church Street is currently designated as an emergency shelter.
ES-4	Put in place a countywide 9-1-1 reverse call system for location specific warning to public of impending disaster.	All	Moderate	Randolph County Emergency Management	Homeland Security funds	2016	Randolph County Emergency Services is currently seeking funding for this item.

SECTION 9: MITIGATION ACTION PLAN

Action #	Description	Hazard(s) Addressed	Relative Priority	Lead Agency/ Department	Potential Funding Sources	Implementation Schedule	Implementation Status (2016)
ES-5	* Changed language* <u>Ensure residents within flood prone areas are aware of emergency procedures that are in place to ensure their safety.</u>	Flood	Moderate	Asheboro City Manager/Planning	Local	2021	Provision of emergency contact information is provided by Housing Authority to all residents, regardless of location. Due to the limited number of dwellings (2) that are partially located within flood hazard areas, information can be communicated in a simple manner (to existing and future residents) that makes them aware of emergency procedures and contacts. As new information is developed and the city works towards mitigating the risk, the city will continue to improve communication with residents.
Public Education and Awareness							
PEA-1	Educate and inform local government and elected officials (decision makers) of the need to consider hazard mitigation in policy and budgetary planning and decision making processes, through ongoing hazard mitigation planning five year cycle.	All	High	Asheboro City Manager/Planning with assistance from PTCOG	Local	2016	This is completed as needed. On July 14, 2011, the City Council adopted a resolution adopting and in support of the Randolph County Hazard Mitigation Plan. City staff will continue to work towards informing elected officials of the need for mitigation and funding towards that end.
PEA-2	Disseminate information on the benefits of purchasing flood insurance.	Flood	High	Asheboro Planning	Local	2021	This is completed in conjunction with discouraging development in flood hazard areas. The city will continue to encourage the purchase of flood insurance to at-risk residents.

SECTION 9: MITIGATION ACTION PLAN

Action #	Description	Hazard(s) Addressed	Relative Priority	Lead Agency/ Department	Potential Funding Sources	Implementation Schedule	Implementation Status (2016)
PEA-3 (New)	Keep the public updated through various media channels (website, newspaper, Public Access Channel 8, Facebook, Twitter, etc.) concerning road and other conditions during times of adverse weather (i.e. snow, freezing rain, etc.).	All	High	Asheboro Planning/Public Information Officer	Local	2021	New Action

**RESOLUTION TO ADOPT THE
RANDOLPH COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION
PLAN**

WHEREAS, the City of Asheboro is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, the City of Asheboro desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of the City of Asheboro to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the City of Asheboro to fulfill its obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting the City of Asheboro; and

WHEREAS, the City of Asheboro, in coordination with Randolph County and its incorporated municipalities has prepared a multi-jurisdictional hazard mitigation plan with input from the appropriate local and state officials;

WHEREAS, the North Carolina Division of Emergency Management and the Federal Emergency Management Agency have reviewed the Randolph County Multi-Jurisdictional Hazard Mitigation Plan for legislative compliance and have approved the plan pending the completion of local adoption procedures;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Asheboro hereby:

1. Adopts the Randolph County Multi-Jurisdictional Hazard Mitigation Plan; and
2. Agrees to take such other official action as may be reasonably necessary to carry out the proposed actions of the Plan.

Adopted on _____, 2016.

David H. Smith, Mayor
City of Asheboro

ATTEST:

Holly H. Doerr, CMC, City Clerk

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION AUTHORIZING THE NEGOTIATED OFFER,
ADVERTISEMENT, AND UPSET BID PROCESS TO DISPOSE
OF SURPLUS REAL PROPERTY LOCATED AT
133 SOUTH CHURCH STREET**

WHEREAS, the City of Asheboro (the “City”) owns an approximately 1-acre in size parcel of land, which is identified by Randolph County Parcel Identification Number 7751726479, located at 133 South Church Street in downtown Asheboro, the said parcel of land is more specifically described in a North Carolina General Warranty Deed recorded in the office of the Randolph County Register of Deeds in Book of Record 2408, Page 445 (this parcel of land will be hereinafter referred to as the “Historic Property”); and

WHEREAS, on December 7, 2011, prior to the City acquiring the Historic Property, the site was listed in the National Register of Historic Places as part of the Asheboro Hosiery Mills and Cranford Furniture Company Complex that includes the 115-foot tall Cranford Industries smokestack (the “Smokestack”); and

WHEREAS, with the exception of the Smokestack, the structures located on the Historic Property are in an advanced state of decay that renders demolition of the deteriorating structure(s) as the only economically viable option for future redevelopment and use of the property; and

WHEREAS, the Smokestack is not in a state of decay that requires demolition because the deterioration jeopardizing the stability of the Smokestack was discovered in 2015 by a potential buyer during a due diligence period, and remedial action was taken to stabilize and preserve the Smokestack; and

WHEREAS, this remedial action for the Smokestack created a financial obligation for the City in the amount of \$119,000.00; and

WHEREAS, the City itself has no public use for the Historic Property that would justify the expenditure of an additional substantial amount of public funds to remove the unsafe structure(s); and

WHEREAS, City staff has recommended to the governing board conveying the Historic Property to a buyer capable and willing to redevelop the site in a manner that removes hazardous conditions on the site, has a positive impact on the downtown area, and is respectful of the historical significance of the property, specifically including the Smokestack; and

WHEREAS, Section 160A-269 of the North Carolina General Statutes permits the City to sell the said real property by means of the negotiated offer, advertisement, and upset bid process;

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

Section 1. The city-owned Historic Property identified by Randolph County Parcel Identification Number 7751726479 and more specifically described by a North Carolina General Warranty Deed recorded in the office of the Randolph County Register of Deeds in Book of Record 2408, Page 445 is hereby declared to be surplus property.

Section 2. The Asheboro City Council hereby authorizes the sale of the Historic Property by means of the negotiated offer, advertisement, and upset bid process established in Section 160A-269 of the North Carolina General Statutes.

Section 3. The city manager is hereby authorized to take all lawful and cost effective measures needed to procure an initial offer for the Historic Property that strictly complies with the terms and conditions specified herein and that is in an amount of no less than \$119,000.00 for the purchase price.

Section 4. Upon receipt of an initial offer, which must be submitted on an offer form drafted by the city attorney, that strictly complies with all applicable laws and the sale terms set by this Resolution, the city clerk shall cause notice of the proposed sale of the Historic Property to be published. This notice shall contain a general description of the Historic Property, the amount and terms of the offer, and the terms under which the offer may be upset.

Section 5. Persons or entities wishing to upset the offer that triggers publication of the notice specified in Section 4 of this Resolution shall deliver to the office of the city clerk, during the city's normal business hours, an upset bid within 10 calendar days after the notice of sale is published. In order to be considered properly delivered, an upset bid must be hand-delivered to the city clerk, or her designee, within the stated time frame on a form drafted by the city attorney and available for distribution to potential bidders in the city clerk's office.

Section 6. If a qualifying upset bid is received, the city clerk shall cause notice of the upset bid to be published. In the event more than one upset bid is filed during an advertised 10-day period for the receipt of upset bids, the first upset bid received shall govern, and all subsequent upset bids received during the stated period shall be returned to the respective bidders. Upon receipt of a qualifying upset bid, the Historic Property will be advertised again for additional upset bids. The city clerk will continue to follow this process until a 10-day period has passed without the receipt of any qualifying upset bid. At that time, the amount of the final high bid shall be reported to the City Council.

Section 7. A qualifying upset bid is a bid that raises the existing offer by not less than 10% of the first \$1,000.00 of the existing offer and by not less than 5% of the remainder of the existing offer.

Section 8. The initial offer and any qualifying upset bid must also be accompanied by a deposit in the amount of 5% of the offer/bid. Such a deposit may be made with the city by submitting cash, a cashier's check, or a certified check. The city will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The city will return the deposit of the final high bidder at closing.

Section 9. The terms of the final sale as follows:

- (a) The Asheboro City Council must approve the final high offer before the sale is closed, governing board action will be taken on the sale of the Historic Property within 45 calendar days after the final upset bid period has passed;
- (b) The Historic Property will be sold on an **AS IS BASIS** as to all matters and conditions, specifically including without limitation all legal, title, physical, and environmental matters and conditions;
- (c) The instrument of conveyance will contain no warranties as to title or any other matters regarding the Historic Property. Consequently, the City's ownership interest in the Historic Property will be conveyed by the sole and exclusive means of a North Carolina Non-Warranty Deed;
- (d) The closing on this sale must be successfully completed within 60 calendar days of the date upon which the Asheboro City Council approves the final high offer, **time is of the essence to this sale**;
- (e) The closing attorney for this land sale will be an attorney designated in the sole and exclusive discretion of the City;
- (f) At closing, the City will only pay the settlement or closing fee charged by the attorney designated by the City to conduct the closing. No other closing costs, fees, or charges of any kind will be paid by the City. By way of illustration and not limitation, the City will not pay taxes of any kind (all taxes must be paid by the buyer/grantee), and, except as noted in the first sentence of this subsection, the City will not pay for any work, including without limitation title work, performed by an attorney;
- (g) The buyer must pay with good funds at the time of closing; and
- (h) If the offeror who submitted the final high offer accepted by the Asheboro City Council attempts to withdraw the offer or in some other manner fails to strictly comply with the terms and conditions stated herein, then the deposit submitted with the bid shall be forfeited to the City.

Section 10. The Asheboro City Council reserves the right to withdraw the Historic Property from sale at any time before the final high bid is accepted, and the Asheboro City Council further reserves the right to reject any and all bids at any time.

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 4th day of August, 2016.

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

ATTEST:

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