

**AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, DECEMBER 8, 2016, 7:00 PM**

1. Call to order.
2. Moment of silent prayer and pledge of allegiance.
3. Mayor Smith will lead the city's recognition of the public service provided by Commissioner Phil Kemp and Commissioner Arnold Lanier.
4. Human Resources Director Stacy Griffin will present for the council's consideration revised employee policies and procedures.
5. Consent agenda.
 - (a) Approval of the meeting minutes prepared for the regular city council meeting held on November 10, 2016.
 - (b) Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for October 3, 2016.
 - (c) Approval of an ordinance setting the dates of the regular city council meetings during the 2017 calendar year.
 - (d) Approval to schedule a public hearing for January 12, 2017, and to advertise this quasi-judicial hearing, concerning an application for a Conditional Use Permit authorizing a modification of the previously approved Manufacturing, Processing, and Assembly-Light land use on property located on the north side of East Dorsett Avenue.
 - (e) Approval of a resolution awarding to retired Deputy Fire Chief Max Hooker his fire helmet.
6. Mayor Smith will lead the city council's recognition of retired Deputy Fire Chief Max Hooker for his service to the City of Asheboro.
7. Community Development Director Trevor Nuttall will introduce the following zoning cases:
 - (a) Public hearing on an application (Case No. RZ-16-14) to rezone property located at 153 and 175 NC Hwy. 49 South from R10 (Medium-Density Residential) to B2 (General Commercial).

Agenda

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- (b) Public hearing on an application (Case No. RZ-16-15) to rezone property located at 133 and 139 S. Church St. from I2 (General Industrial) to B3 (Central Commercial).
- 8. Public comment period.
- 9. City Engineer Michael Leonard, PE will provide the staff analysis during a public hearing on the request by Journey Church of the Piedmont, Inc. for the annexation of church property at 1801 and 1827 S. Fayetteville Street.
- 10. Water Resources Director Michael Rhoney, PE will request council action on the following water resources division projects:
 - (a) Bid award for the Roof Replacements Project.
 - (b) Consideration of Change Order No. 3 – Final for the Water Treatment Plant Filter Replacement Project.
- 11. Mayor Smith will lead a discussion of upcoming events and items not on the agenda.
- 12. Adjournment.

RESOLUTION NUMBER _____

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, the city manager periodically receives recommendations from the human resources director to update the Manual by eliminating areas of ambiguity and integrating current best practices in the field of human resources management; and

WHEREAS, subsequent to August 1, 2016, which was the effective date of the last revision of the Manual, the human resources director forwarded to the city manager recommendations to revise certain provisions in the Manual as part of the continuing effort to implement best practices for the management of the city’s workforce; and

WHEREAS, the revisions proposed to the city manager are contained in EXHIBITS 1 through 11 that are attached to this Resolution and are hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, the city manager agrees with these recommendations and has decided to incorporate the attached revisions into the Manual with an effective date of January 1, 2017; and

WHEREAS, the Asheboro City Council has concluded that the city manager’s decision to update the Manual by adopting the attached revisions will be supportive of the governing board’s adopted mission statement “to provide the citizens of Asheboro with excellence in leadership, fiscal management, and municipal services and to create meaningful and appropriate opportunities for citizen participation to improve the quality of life for all;”

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that the governing board hereby concurs with the decision by the city manager to incorporate, with an effective date of January 1, 2017, the revisions to the City of Asheboro Employee Policies and Procedures Manual that are attached to this Resolution as EXHIBITS 1 through 11.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 8th day of December, 2016.

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

ATTEST:

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

EXHIBIT 1

ARTICLE I. UNIFIED HUMAN RESOURCES SYSTEM

SECTION 8. SUBSTANCE ABUSE PREVENTION POLICY

- 8.01 The following rules represent the City of Asheboro's policy concerning the prevention of substance abuse. These rules will be enforced uniformly for all employees. The purposes of the policy are as follows:
- (A) The establishment and maintenance of a safe and healthy working environment for all employees;
 - (B) Compliance with United States and North Carolina Department of Transportation regulations pertaining to holders of a Commercial Driver's License ("CDL");
 - (C) The establishment and maintenance of a drug-free workplace for the City of Asheboro;
 - (D) The establishment and maintenance of a positive, good government reputation for the City of Asheboro and its employees within the community so as to foster confidence in the ability of the municipal corporation to safely and effectively deliver public services;
 - (E) The reduction and prevention of accidental injuries, absenteeism, tardiness, and other work-related problems that negatively impact the city's employees and the public that it serves; and
 - (F) The creation and facilitation of an opportunity for rehabilitative assistance to be made available for employees who seek such help.
- 8.02 Employees with substance abuse problems are encouraged to seek help from counselors and other medical professionals and, where appropriate, in treatment facilities. Participation in a treatment or rehabilitation program for substance abuse will not be grounds for dismissal provided the employee voluntarily enters such a program prior to identification as a substance abuser by means of the implementation of one of the regulations/testing procedures established by this policy.
- 8.03 For the purpose of interpreting and implementing the substance abuse prevention policy, the following bold and italicized words or terms shall be defined as specified in this subsection.
- (A) An ***alcohol test*** means a test for the presence of alcohol in the body. This presence must be determined by the use of a breath alcohol test or other device approved by the United States Department of Transportation.

- (B) A **drug test** means a test for the presence of the following drugs and/or drug metabolite(s) in the urine or blood of an employee:
- (1) Marijuana metabolites / THC;
 - (2) Cocaine metabolites;
 - (3) Phencyclidine (PCP);
 - (4) Amphetamines, Methamphetamine, and Methylenedioxymethamphetamine (MDMA);
 - (5) Opiate metabolites [Codeine, Morphine, and Heroin]; and
 - (6) Other drugs may also be included as directed by federal law.
- (C) A **negative drug test** means a drug test that does not show the presence of drugs and/or drug metabolite(s) at a level specified to be a positive test.
- (D) A **positive drug test** means a drug test that does indicate the presence of a drug and/or drug metabolite(s) in the urine or blood at the level specified to be positive by the Substance Abuse and Mental Health Services Administration (“SAMHSA”). All positive test results will be confirmed using a different technology than the first test, such as the Gas Chromatography Mass Spectrometry (“GC-MS”) process.
- (E) A **negative alcohol test** means an alcohol test that indicates a breath alcohol concentration of less than 0.02.
- (F) A **positive alcohol test** means an alcohol test that indicates a breath alcohol concentration of 0.04 or greater.
- (G) The term **refusal to submit** means an occurrence when an employee does any one of the following:
- (1) Fails to provide an adequate amount of urine for a drug test without a valid medical explanation after he/she has received notice of the test;
 - (2) Fails to provide an adequate amount of breath for an alcohol test without a valid medical explanation after he/she has received notice of the test; or
 - (3) Engages in conduct that clearly indicates he/she is failing to follow through with the testing process or engages in conduct that interferes with the ability to obtain an adequate specimen.
- (H) With the exception of fire department employees who operate emergency equipment and are therefore exempt from the CDL requirement, the term **employees required to have a CDL** means employees who perform one or more of the following functions:
- (1) Drivers of commercial motor vehicles with a gross vehicle weight rating of 26,001 pounds or more;

- (2) Drivers of commercial motor vehicles with a gross combination weight rating of 26,001 pounds or more, including a towed vehicle with a gross vehicle weight rating of 10,000 pounds or more;
 - (3) Drivers of motor vehicles designed to transport 16 or more passengers, including the driver; and
 - (4) Drivers of motor vehicles of any size transporting hazardous materials in amounts that require placarding.
- (I) Based on definitions utilized by the United States Department of Transportation, and with the explicit notation that the following definition is not meant to serve as an exhaustive or exclusive listing of safety-sensitive functions because other job activities/requirements may also be considered safety-sensitive, the term ***safety-sensitive function*** shall be deemed to include the following activities:
- (1) Driving a commercial motor vehicle;
 - (2) Inspecting, servicing, or conditioning any commercial motor vehicle;
 - (3) All time at a city facility or other public property waiting to operate a commercial motor vehicle;
 - (4) Performing all or other functions in or upon any commercial motor vehicle except resting in a sleeper berth;
 - (5) Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading of a commercial motor vehicle, attending a commercial motor vehicle being loaded or unloaded, or remaining in readiness to operate the commercial motor vehicle;
 - (6) All time spent performing the driver requirements associated with an accident involving a commercial motor vehicle; and
 - (7) Repairing, obtaining assistance, or remaining in attendance with a disabled commercial motor vehicle.

8.04 The substance abuse prevention policy is applicable to all of the types/categories of city employees listed in this subsection.

- (A) All full-time, part-time, temporary, and seasonal employees.
- (B) All employees required as part of their job duties to obtain and maintain a CDL.
- (C) All applicants for employment with the City of Asheboro.

8.05 Under the city's substance abuse prevention policy, the drug and alcohol testing practices described in this subsection will be implemented in a manner that conforms to all applicable federal and state laws and administrative regulations.

(A) Pre-Employment Testing

Drug testing shall be conducted prior to employment. This testing must be conducted on external applicants as well as current employees transferring into jobs

that require a CDL. The test results must indicate a negative drug test in order to enter into employment with the city or to transfer to a job that requires a CDL.

(B) Post-Accident Testing

A drug test and/or an alcohol test may be used by the city as a tool, in appropriate circumstances, to evaluate the root causes of incidents that result in work-related injuries or illnesses requiring medical treatment other than first aid for city employees or others. When evaluating whether to utilize post-accident testing of one or more employees, the central inquiry will be whether reasonable suspicion exists to believe that drug or alcohol use by one or more employees could have contributed to the injury or illness. The highest ranking supervisor of the employee(s) involved in an incident that results in injury or illness, in consultation with the city's safety coordinator or other designee of the human resources director, must evaluate the totality of the evidence, including whether the hazards associated with the work being performed create a heightened concern as to whether drug or alcohol use was involved, and whether a reasonable suspicion exists to order drug and/or alcohol testing because of the potential role these substances could have played in the work-related illness or injury. If reasonable suspicion exists to indicate that the testing of one or more employees is warranted, then the drug and/or alcohol test(s) indicated by the facts surrounding the work-related injury or illness shall be conducted as soon as practicable.

(C) Post-Accident Testing for Employees Required to Have a CDL

For employees required to have a CDL, post-accident testing for drugs and alcohol must be conducted on any surviving driver who was performing safety-sensitive functions with respect to the vehicle if:

- (1) The accident involved a fatality; or
- (2) The driver received a citation under state or local law for a moving traffic violation arising from the accident and either the vehicle is towed from the scene or someone is medically evacuated from the scene.

Testing for drugs and alcohol in employees required to have a CDL is to occur, if at all practicable, within 2 hours of the accident. If the employee is unable to be tested within 2 hours, the reasons for the delay must be documented. If an alcohol test required by this division of subsection 8.05 is not administered within 8 hours of the accident, attempts to conduct the alcohol test shall cease and the reason for the inability to conduct the test shall be documented. If a drug test required by this division of subsection 8.05 is not administered within 32 hours of the accident, attempts to conduct the drug test shall cease and the reason for the inability to conduct the drug test shall be documented.

(D) Random Testing

This type of testing must be conducted on a random, unannounced basis throughout the year on all employees required to have a CDL. Random testing for drugs and alcohol in all employees required to have a CDL shall be conducted in a manner and at a rate that is fully compliant with all of the applicable federal and state laws and administrative regulations.

(E) For Cause Testing

This type of testing can occur in two types of situations that are described as follows:

- (1) This testing, whether the testing consists of a drug test and/or an alcohol test will depend on the facts of each case, is required of any employee who has been arrested or has had his/her driver's license suspended for any alcohol or drug related charge prior to the employee's return to work. Such an employee must notify his/her supervisor prior to returning to work after the said arrest and/or suspension has occurred. An employee's failure to report this information to a supervisor in a timely manner serves as a stand-alone basis for dismissing the employee from his/her position of employment with the city.
- (2) In appropriate circumstances and in consultation with the human resources department, specifically including the safety coordinator or other official designated by the human resources director, a supervisor may order "for cause" testing of an employee as a tool to determine why actions are occurring that have the potential to be injurious to the employee himself or herself, other city employees, or third parties. The final decision as to whether "for cause" testing is to be ordered will be based on a case-by-case evaluation of the totality of the evidence to determine whether observations of the employee and his/her actions during the relevant time period lead to a reasonable suspicion that impairment due to drug and/or alcohol use is creating the potential for injury. An additional factor to be weighed as part of the decision making process is whether the hazards associated with the work being performed and the potential for harmful consequences heightens the city's interest in quickly determining whether drug or alcohol use is impairing the ability of an employee to safely perform his/her duties. If the responsible city officials conclude that a reasonable basis or suspicion exists to believe that alcohol or drug use by one or more employees is creating an unsafe situation, then the drug and/or alcohol test indicated by the observable facts shall be conducted as soon as practicable.

(F) Return-to-Duty Testing

In cases where an employee is seeking to return to work after a positive drug test and/or a positive alcohol test, return-to-duty testing focused on the same type of

testing that previously produced a positive test result must be successfully completed by the employee before approval can be granted for the employee to return to work. More specifically, an employee who has had a positive drug test and/or a positive alcohol test will not be allowed to return to work until he or she has been evaluated by a substance abuse professional and has tested negative on the designated return-to-duty test.

(G) Follow-Up Testing

After an employee has successfully completed the above-described return-to-duty testing, the employee will be subject to follow-up testing during the 12-calendar month time period immediately following the date of the employee's return to duty. During the said 12-month time period, a minimum of 6 follow-up tests will be administered without advance notice of the date and time when testing will occur. In order to focus on testing for impairment at a relevant point in time, a follow-up drug test may be administered any time the employee is at work, but a follow-up alcohol test will only be administered immediately before, during, or immediately after the performance of a safety-sensitive function. The type of test to be administered will depend on which type of positive test result necessitated the return-to-duty testing and the subsequent follow-up testing. No sentence or clause within this division of subsection 8.05 shall be construed or interpreted in any manner that precludes the administration of a drug or alcohol test that would otherwise be authorized by a separate division of subsection 8.05.

8.06 The following list of prohibitions, inclusive of the corresponding consequences for acting in contravention of the stated prohibitions, is hereby adopted as a component of the city's substance abuse prevention policy.

- (A) No employee shall report for duty or remain on duty while having alcohol and/or drug concentrations in his or her system in amounts that would constitute a positive test for either substance. An employee who produces a confirmed positive test result will be removed from duty without regular pay; provided, however, such an employee may use accrued leave time while relieved of his or her duties so long as such leave is used in a manner that is compliant with all other sections of the City of Asheboro Employee Policies and Procedures Manual. The employee must immediately schedule an evaluation with a substance abuse professional and must cooperate with any and all recommendations made by the substance abuse professional. Refusal to cooperate with the substance abuse professional will subject the employee to dismissal from his or her employment with the city. The employee must have a negative test result before he or she will be allowed to return to duty.
- (B) The City of Asheboro expressly prohibits the possession, use, sale, distribution, dispensation, manufacture, purchase, or storage of controlled substances (i.e. illegal drugs) and related paraphernalia as well as alcoholic beverages by city employees while at the workplace or while performing work duties. By way of illustration and

not limitation, no employee shall be on-duty while in the possession of one or more alcoholic beverages and/or controlled substances. Any action taken in violation of this prohibition will subject the offending employee to dismissal from his or her employment with the city. Notwithstanding the foregoing prohibition, the following actions by city employees will not be deemed to be a violation of a workplace rule:

- (1) The possession and use of medication(s) in strict compliance with prescriptions and instructions, include work limitations, issued by a properly licensed health care provider;
 - (2) The inadvertent discovery and subsequent securing of abandoned controlled substances and associated paraphernalia as well as alcoholic beverages during the course of performing an employee's job duties so long as such abandoned items are immediately surrendered to a law enforcement officer or destroyed in a manner consistent with instructions received from the Asheboro Police Department; and
 - (3) The interaction of sworn law enforcement officers with controlled substances and paraphernalia as well as alcoholic beverages so long as such interaction is conducted in furtherance of assigned job duties and is conducted in a manner that is compliant with all applicable laws, ordinances, administrative regulations, and agency policies and procedures.
- (C) No employee who is required to take a post-accident alcohol test shall use alcohol until the earlier of either of the following events: 8 hours following the accident, or until he or she fully completes the required post-accident alcohol test. A violation of this requirement will subject the non-compliant employee to dismissal from his or her employment with the city.
- (D) A refusal by an employee to submit to and fully cooperate with an alcohol test and/or drug test required by this policy shall be deemed to be a direct and intentional act of insubordination that will result in the termination of the non-compliant employee's employment with the city.
- (E) Except when the use is pursuant to the instructions of a properly licensed health care professional who has informed the employee that the prescribed use of the controlled substance will not adversely affect the employee's ability to safely perform assigned work duties, employees are prohibited from reporting for duty or remaining on duty while the employee is subject to the effects of any controlled substance.
- (F) A second occurrence of a positive drug test and/or alcohol test will result in the dismissal of an individual from his or her employment with the city.
- (G) An employee who has a confirmed breath alcohol test result of 0.02 – 0.039 will not be allowed to continue to perform any safety-sensitive functions. In furtherance of this prohibition, such an employee will be relieved of his or her job duties for 24

hours subsequent to the confirmed test result. During this 24-hour period, the employee will not be paid by the city; provided, however, the employee may use accrued leave time while relieved of his or her duties so long as such leave is used in a manner that is compliant with all other sections of the City of Asheboro Employee Policies and Procedures Manual. The occurrence of this confirmed breath alcohol test result will be documented, and the employee will be counseled about the importance of reporting to work without the presence of alcohol in his or her system. Such an employee will be subject to a return-to-duty alcohol test prior to returning to a job position that requires the performance of a safety-sensitive function.

- (H) No applicant will be offered employment if a confirmed positive pre-employment drug test result is produced.

8.07 This subsection lists supplemental provisions/requirements that are hereby into the city's substance abuse prevention policy.

- (A) The Omnibus Transportation Employee Testing Act of 1991 (final rules implemented February 15, 1994) requires, in part, that any commercial motor vehicle operator who is subject to the CDL requirements in the State of North Carolina shall be tested for alcohol and controlled substances.
- (B) Compliance with the Department of Health and Human Services mandatory guidelines for controlled substances testing shall be maintained by only using a laboratory certified by the Substance Abuse and Mental Health Services Administration.
- (C) Federally mandated alcohol testing must be conducted by a Breath Alcohol Technician ("BAT") trained to a level of proficiency that is demonstrated by successful completion of a generally recognized and accepted course of instruction. Alcohol testing shall be conducted using an Evidential Breath Testing ("EBT") device.
- (D) Consistent with the federal Drug-Free Workplace Act, if an employee is convicted of a violation of a criminal drug statute and the violation occurred while the employee was at work, the employee must notify his or her department head of the conviction within 5 days after the conviction. An employee's failure to comply with this requirement will subject the employee to dismissal from his or her employment with the city.
- (E) All drug test results shall be reviewed and interpreted by a Medical Review Officer ("MRO"). The MRO must be a licensed physician with specific training in substance abuse. If the laboratory reports a positive test result, the MRO or the MRO's designee will contact the employee, typically by telephone, and discuss the results with the employee. The MRO will then attempt to determine if there is a verifiable medical explanation for the employee to have the detected drug in his or

her system. If there is none, the test result is to be reported as positive. If there is a verifiable medical explanation for the use of the drug, the result is to be reported as negative.

- (F) An employee who does not pass a drug and/or alcohol test and is terminated, or an applicant who does not pass the pre-employment drug test, will not be considered for re-employment for a 2-year period following the date of the failed test and then will be considered only when he or she provides documentation suitable to management that he or she has successfully completed an alcohol and/or drug rehabilitation program and passes a pre-employment drug and/or alcohol test.

EXHIBIT 2

ARTICLE II. RECRUITMENT AND EMPLOYMENT

SECTION 2. INITIAL SELECTION OF A CANDIDATE TO FILL A VACANCY

- (A) Upon learning of a future vacancy, the division/department head should **immediately** notify the human resources department of the pertinent information concerning the vacancy.
- (B) The human resources department, with guidance from the department head or division director, will complete a Request to Fill Vacancy Form.
- (C) The human resources department, with guidance from the department head or division director, will determine whether or not the vacancy should be advertised externally and proceed accordingly. If external advertisement is deemed necessary, timelines for the closing of the announcement will then be established.
- (D) The following guidelines are applicable to the posting of job vacancies:
 - (1) **Internal Postings.** Positions are to be posted internally for a minimum of 5 working days for promotional considerations. The human resources department will generate the internal posting for distribution upon notification of the vacancy. When a vacancy for a position occurs within a department, employees who meet the minimum qualifications may apply for that position. Internal postings may be department specific or city-wide.
 - (2) **External Postings.** Positions which are advertised externally shall be advertised (open to recruitment) for a minimum of 5 working days. When circumstances warrant, the 5-working day internal and external vacancy announcements may be posted concurrently. All positions advertised externally will be posted on the city's website and with the local office of the division of employment security and, as determined to be appropriate, advertised through media and other professional sources.
- (E) The human resources department will receive and screen applications. All applications must be channeled through the human resources department in order for the application to be given consideration for employment. Applications will only be accepted for advertised openings. All persons expressing interest in employment with the city shall be given the opportunity to file an application for employment if a current vacancy exists. A person may apply for up to 3 current vacancies using the same application form.
- (F) The human resources department will conduct a screening interview for the best qualified candidates.

- (G) A final list of pre-screened candidates will then be referred to the division/department head and/or designee.
- (H) The division/department head and/or designee will interview candidates from the individuals suggested. If after interviewing from the pre-screened list, none of the candidates match the skills and qualifications desired by the division/department head, the division/department head may request that the search process for a candidate be continued.
- (I) Notwithstanding any other provision, the following exceptions to the procedures specified herein are hereby recognized and accepted as valid exceptions to the posting and selection procedures specified within this manual:
 - (a) The city manager may, at any time, fill a vacancy without an internal or external posting process when such an action is deemed by the city manager, in his sole discretion, to be in the best interest of the city; and
 - (b) Divisions or departments of the city, in consultation with the human resources director and with the approval of the city manager, may utilize a modified screening and selection procedure when such a modification is necessary to comply with occupational licensing board requirements applicable to the position that the division director or department head is attempting to fill.

EXHIBIT 3

ARTICLE II. RECRUITMENT AND EMPLOYMENT

SECTION 5. PROBATIONARY PERIOD OF EMPLOYMENT

New employees, promoted employees, or any employee transferred to another position shall serve a probationary period of six (6) months. New employees may be dismissed during the probationary period at any time. A new probationary employee dismissed may not appeal such action. The new employee will be given notice of dismissal in writing.

Promoted or transferred employees may be reassigned at any time during the probationary period to their former position or a comparable position if the department head or division director concludes that the promoted or transferred employee is not satisfactorily progressing in the new assignment. Such reassignments are not subject to appeal.

While both vacation and sick leave are accrued during the probationary period, no vacation leave may be taken by a new probationary employee. Should a new probationary employee terminate employment prior to the completion of the probationary period, no accrued leave will be paid. However, if a probationary employee is injured on the job, they may use accrued leave time, in the order specified in Position Classification and Payroll Administration Article of this manual during the seven (7) day waiting period imposed by the Workers' Compensation Act.

New probationary full-time employees are eligible for salary increases or a cost of living allowance authorized by the city council. Upon the successful completion of an individual's **initial** probationary period of employment and the attainment of regular employee status, a salary increase may be granted provided the employee's starting salary is below job rate for his/her position.

EXHIBIT 4

ARTICLE II. RECRUITMENT AND EMPLOYMENT

SECTION 6. POLICE OFFICER TRAINEE PROGRAM

The Asheboro Police Department has implemented a trainee program focused on recruiting future officers who reflect the diversity of the population served by the department, specifically including the cultural and socio-economic composition of the City. The recruitment program enables the police department to pay qualified individuals to attend a properly credentialed basic law enforcement training (“BLET”) program with the intent of providing an avenue for someone to pursue a career in law enforcement with the City of Asheboro. Due to the complex and evolving nature of the issues encountered when recruiting and retaining individuals who are working to become sworn law enforcement officers by means of a paid training period that is unique within the city’s human resources system, the human resources director and the police chief are hereby authorized to jointly monitor the training program and implement changes, including exempting program participants on an as-needed basis from the coverage of the articles, sections, or provisions of this policies and procedures manual during the BLET period. The requirements/expectations, benefits, and provisions of the employee policies and procedures manual applicable to an individual will be specified in documentation provided to training program participants by the human resources department and the police department.

EXHIBIT 5

ARTICLE III. PAYROLL CLASSIFICATION AND PAYROLL ADMINISTRATION

SECTION 2. THE PAY PLAN

The pay plan includes the basic salary schedule adopted and amended by the City Council. The salary schedule shall consist of minimum and maximum rates of pay with developmental pay and performance based pay components for all classes of positions included in the position classification plan.

Definitions

Developmental Pay. The developmental pay period is the period where employees are on an accelerated learning curve to learn the duties of their job and the culture of the City. Developmental increases are pre-determined amounts added to based pay which stop when an employee reaches job rate. Developmental increases are automatic, unless there is a clear, documented trail of performance issues and corrective action has risen to the level of the employee file retained in the Human Resources office. Developmental increases occur on the anniversary date of the last pay action.

Job Rate. 12.5% above range minimum and the rate at which an employee has met their developmental pay period and becomes *eligible* for performance based pay.

Market/Pay Study. Salary market study of the compensation system to ensure the City's compensation is in line and competitive with other similarly situated organizations.

Market Pay Adjustments. The result of a market/pay study. This adjustment is based solely on the job, not the individual and has nothing to do with quality or quantity of work as is 100% market driven data.

Performance Based Pay (PBP). Pay reserved for the City's best performers. Longevity does not make someone a candidate for performance based pay. These increases may be in the form of a percentage increase to base pay, flat dollar amounts added to base pay, one-time bonus amounts—it depends on the economic situation at the time and the budget of the City. In what form they are dispersed will be the decision of the City Manager. An employee cannot receive a developmental increase and a performance based pay increase in the same fiscal year. Unlike Market Adjustments, PBP is based on the individual, not the job. These increases will occur at a set time(s) of the year.

Salary Grade. The salary grade is the actual number used to refer to the position such as "This position is in grade 64, 65, 106, etc."

Salary Range. The salary range is the total spread of potential pay for the position. For example, \$25,000 minimum pay to \$50,000 maximum pay means an employee in that position would be paid no less than \$25,000 annually for performing the duties of the position and no more than \$50,000 annually for performing the duties of the position.

Years of Service (Longevity) Increases. Years of Service (YOS) increases given at 5, 10, 15, 20 and 25 years of service at a value of 2.5% for each YOS anniversary. These increases shall be effective on the nearest payroll date to which the qualifying event occurs.

Maintenance of Pay Plan

The human resources department under the direction of the city manager shall be responsible for the maintenance and administration of the pay plan. The pay plan is intended to provide equitable compensation for all positions when considered in relation to each other, to general rates of pay for similar employment in the private sector and in other public jurisdictions in the area, to changes in cost of living, to financial conditions of the area and other factors. The human resources department will periodically make comparative studies of all factors affecting the level of salary ranges and will recommend to the city manager such changes in salary ranges as appear to be pertinent. Adjustments to the assigned salary level for the class of employees affected will be subject to approval by the city manager.

Transition to a New Pay Plan

The following provisions shall govern the transition to a new pay plan.

- (a) No employee shall receive a salary reduction as a result of the transition to a new pay plan.
- (b) An employee being paid at a rate lower than the minimum rate established for such employee's class shall be raised to a salary at or above the new minimum for the class.
- (c) An employee being paid at a rate above the maximum rate established for such employee's class shall remain at such rate until their salary falls within the established salary range for the classification.

Use of Salary Ranges

Salary ranges are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class, in providing employee incentive and in rewarding employees for meritorious service. All employees covered by the pay plan shall be paid at a listed rate within the salary ranges established for their perspective job classes except for employees in a trainee status.

Hiring Rate/Starting Salaries

Hiring rates are determined using multiple factors, including, but not limited to, education and experience required for the position, market conditions, internal equity where applicable and

budget constraints. When an applicant meets the minimum requirements, the hiring rate will be the minimum of the pay grade. When an applicant exceeds the minimum requirements and those requirements are needed for the position, concessions may be allowed to hire that applicant at a higher starting salary than range minimum. Above-the-minimum appointments will be based on such factors as the applicant's qualifications where they exceed the minimum experience requirements for the position and market recruitment conditions such as job market competitiveness, talent pool, etc. Department heads wishing to hire above range minimum must complete the *New Hire Worksheet for Hiring Managers* prior to consulting with the human resources director to determine hiring rates above the range minimum. The human resources director may approve hiring rates up to 15% above range minimum and will refer anything above that to the city manager for approval.

Promotion, Transfer or Demotion

Promotions

It shall be the policy of the city to seek qualified applicants for vacant positions giving first consideration to promoting from within and across departmental lines. In the absence of qualified candidates for promotion, vacancies shall be filled by recruiting from the outside. Employees shall be considered for promotion on the basis of job-related experience, skill knowledge and ability; and on a review of the quality of past performance and general suitability for the higher level position. Factors shall not be considered in judging eligibility for promotion that are not job related, such as age, sex, race, color, religion, non-job related handicap, national origin or political affiliation. A department head's recommendation to promote an employee shall be reviewed by the human resources department and the city manager.

When a promotion occurs, if the employee's salary is below the new minimum, it shall be at least increased to the minimum rate of the salary range assigned to the class to which he is promoted. If an employee's current salary is already above the new minimum salary rate, his salary may be increased in accordance with the new responsibilities being assigned to and required of that employee.

- (a) Employees receiving a one grade promotion will receive a one-time promotional 5% increase to base pay.
- (b) Employees receiving a multi-grade promotion will receive a one-time promotional increase to base pay equal to two developmental pay increases in the employee's current range or will be placed at the range minimum of their new salary range, whichever is higher.

When an employee is promoted, all compensatory time accrued up to the date of promotion will be paid out at the current rate of pay and compensatory accruals will begin on the date of the promotion for the employee at his/her new rate of pay and compensatory accrual rate (exempt v. non-exempt).

Transfers

It is the policy of the city to transfer employees temporarily or permanently from one department to another when doing so will be in the best interest of the city. A transfer to an authorized vacancy may be arranged upon mutual agreement of all interested administrative officials and the employee.

- (1) When an employee is transferred from the position of one class to the position of another class of the same level, the employee will continue to be paid at the same rate.
- (2) Subject to the following requirements, the pay of an employee transferred to a position of lower classification shall be adjusted within the grade to which the employee is assigned:
 - (a) When the transfer is the result of a mutual decision by the employee and the city that such a transfer is in the best interest of both parties, the employee shall remain at the same rate of pay in the lower grade.
 - (b) When the transfer is at the sole request of the employee, the employee's pay will be adjusted to the appropriate level of pay within the lower grade. Such an adjustment may result in a decrease in pay.

Unlike when an employee is promoted, there is no accrued compensatory time payout when someone is transferred to another position.

Demotions

The pay of an employee demoted to a position of lower classification shall be adjusted to the new pay grade to which the employee is assigned. This action may result in a decrease in pay.

EXHIBIT 6

ARTICLE III. PAYROLL CLASSIFICATION AND PAYROLL ADMINISTRATION

SECTION 4. OVERTIME AND SPECIAL DUTY ASSIGNMENT

The FLSA (for the purposes of compensatory time and overtime pay) Standard Workweek for City employees is 12:01 am Sunday -12:00 Midnight Saturday. The FLSA standard workweek may not be altered by department heads without the permission of the human resources director and the city manager.

- (A) The city abides by all applicable sections of the Fair Labor Standards Act, the Fair Labor Standards Amendments of 1986, and all subsequent amendments. On the basis of time sheets or time cards submitted by the employees, the city will properly record all applicable overtime accrued for each covered employee.
- (B) With the exception of subsection (K), this overtime and special duty assignment policy is applicable only to employees of the City of Asheboro who are non-exempt under the Fair Labor Standards Act.
- (C) Employees are expected to work during all assigned periods exclusive of breaks or mealtimes. Employees are not to perform work during any time that they are not scheduled to work unless they receive prior approval from their immediate supervisor, except in cases of emergency. An emergency exists if a condition arises that could reasonably result in injury or harm to a person, damage to property, or that requires the immediate attention of the employee. Employees who work excess hours because of an emergency shall advise their immediate supervisor of the unscheduled work as soon as practical following completion of the work.
- (D) It is the policy of the city, in agreement with its employees, that non-exempt employees receive compensatory time-off at a rate of one-and-one-half (1-½) hours for each hour of overtime worked. Except for law enforcement officers and firefighters, non-exempt employees receive compensatory time-off at the rate of one-and-one-half (1-½) hours for every hour worked over forty (40) hours in a seven-day workweek. Non-exempt law enforcement officers are entitled to this overtime rate only for hours worked in excess of one hundred seventy-one (171) hours in a twenty-eight-day cycle, and firefighters are entitled to this overtime rate only for hours worked in excess of two hundred four (204) hours in a twenty-seven-day cycle.
- (E) With the exception of holiday leave only, when an employee takes leave from work, the compensatory leave time bank must be exhausted prior to using any other applicable vacation or sick accrued leave. Because accrued holiday leave expires if not used within a designated timeframe, should an employee have accrued holiday leave, the employee may exhaust the holiday leave bank first, then any compensatory leave time prior to using vacation or sick time for time away from work. **The only exception to using compensatory**

time before accrued vacation and/or sick leave applies to retiring employees leaving in good standing per Article VII's Resignation in Good Standing Policy. During the 12-month period immediately preceding retirement, a retiring employee may work with his or her supervisor to exhaust any accrued vacation leave over the 240 maximum prior to working his or her last day with the city.

- (F) In situations where a non-exempt employee performs work that fails to qualify as overtime work because the employee will not actually work over forty (40) hours during the seven-day workweek, or for law enforcement officers and firefighters the threshold amount set for overtime work during the prescribed twenty-eight-day or twenty-seven-day cycle will not be satisfied, such an employee may accrue, as a bonus, one-and-one-half (1-½) hours of compensatory time-off for every hour worked in furtherance of the assigned task if the work is designated and explained as a special duty assignment by the employee's division director or department head on the employee's time sheet or time card. Alternatively, a non-exempt employee may receive, as a bonus, a monetary payment rather than compensatory time-off for work on an assigned task if such work, along with the request for the payment of a bonus, is designated and explained as a special duty assignment by the employee's division director or department head on the employee's time sheet or time card. Such a bonus monetary payment shall be one-and-one-half (1-½) times the employee's regular rate of pay for each hour worked as a special duty assignment.
- (G) When a non-exempt employee is called back to work outside regularly scheduled working hours, the employee's division director or department head is to evaluate the totality of the circumstances and make a determination as to which of the following options will be utilized:
 - (a) The call-back event can be designated as a special duty assignment, including using the rate for calculating bonus compensation described above in subsection (F), with a guarantee that the employee will receive, under this option, credit for no less than two (2) hours of special duty assignment work, or
 - (b) The call-back event can be integrated into flexible, alternative scheduling of the employee's work time during the workweek or the twenty-eight-day/twenty-seven-day cycle in which the call-back event occurred.
- (H) Non-exempt law enforcement officers and firefighters subject to the 7K exemption may accrue not more than four hundred eighty (480) hours of compensatory time-off. All other non-exempt employees may accrue not more than two hundred forty (240) hours of compensatory time-off. When the thresholds specified in this subsection are reached, the non-exempt employee will receive a monetary payment of one-and-one-half (1-½) times the employee's regular rate of pay for each hour in excess of the limits specified in this subsection.
- (I) Employees wishing to use accrued compensatory time-off must make a written request to their immediate supervisor. Use of such time will be allowed within a reasonable period following the request as long as the use does not unduly disrupt the operations of the city.

Additionally, in order to reduce the amount of accrued compensatory time-off, an employee who has not asked to use accrued compensatory time-off may, nonetheless, be required by his or her supervisor to use that accrued time at the convenience of the city.

- (J) Accrued compensatory time-off will be paid upon termination of employment and shall be calculated at the average regular rate of pay for the final three (3) years of employment, or the final regular rate received by the employee, whichever is higher.
- (K) Subject to the conditions specified in this subsection, an exempt employee may be granted bonus compensatory time-off or pay to the same extent that such a bonus would be granted to a non-exempt employee for work designated and approved as special duty assignment work by the management official with approval authority for the exempt employee's time sheet or time card. The receipt of bonus compensatory time-off or pay by an exempt employee is subject to the following conditions:
 - (a) The amount of compensatory time-off or pay shall be calculated on an hour-for-hour basis, not at the rate used for non-exempt employees of one-and-one-half (1-½) hour for each hour of special duty assignment. The maximum amount of time that can be accrued and reflected on leave reports for exempt employees is dependent on whether the employee is subject to the Section 7K exemption. If the Section 7K exemption is not applicable, the maximum accrual of special duty compensatory time that is allowed by this policy and that can be reflected on a leave report is 240 hours. If the Section 7K exemption is applicable to the employee, the maximum accrual of special duty compensatory time that is allowed by this policy and that can be reflected on a leave report is 480 hours. Any special duty compensatory time listed on a time record that would cause a leave balance to exceed the above stated amounts shall be disregarded as non-approved special duty compensatory time.
 - (b) As with non-exempt employees, exempt employees wishing to use accrued compensatory time-off must make a written request to their immediate supervisor. Use of such time will be allowed within a reasonable period following the request as long as the use does not unduly disrupt the operations of the city. Additionally, in order to reduce the amount of accrued compensatory time-off, an employee who has not asked to use accrued compensatory time-off may, nonetheless, be required by his or her supervisor to use that accrued time at the convenience of the city. When compensatory time is needed within a week, the employee and the employee's supervisor should first make every effort to fluctuate the schedule to avoid compensatory time accrual.
 - (c) Exempt employees who have been allowed to accumulate compensatory time-off, rather than receiving payment for overtime work, will not be paid for any portion of the accumulated compensatory time-off until the exempt employee is promoted or terminates his or her employment with the city.

- (d) In the event an exempt employee separating from employment with the city is to receive a payment for some or all of the accumulated compensatory time-off, such terminal pay is to be calculated at the employee's final regular rate of pay. While exempt employees can accrue up to 240 hours and those subject to the Section 7K exemption can accrue up to 480 hours, the maximum terminal pay cannot exceed 120 hours for exempt employees who do not qualify for the Section 7K exemption or 240 hours for fire and police employees qualifying for the 7K exemption. When an exempt employee terminates his or her employment with the city, the balance of any accumulated compensatory time-off that has not been used by the employee prior to the separation from employment or included in the employee's terminal pay in strict accordance with the limits set within this subsection shall be deemed to be forfeited by the employee.

EXHIBIT 7

ARTICLE IV. LEAVES OF ABSENCE

PART B. TYPES OF LEAVE

SECTION 1. HOLIDAYS

The following holidays with pay are authorized for all full-time employees, based on one (1) regular work day per holiday.

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

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

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

Due to the obligation of the city to provide municipal services on a 24-hour basis, some employees will be required to adhere to a city work schedule that prevents the use of holiday leave on the actual date of a city-recognized holiday. When the city work schedule prevents an employee from availing himself or herself of holiday leave on the actual date of a city-recognized holiday, such an employee may utilize, and the division/department head is to facilitate the employee's use of, the holiday leave time authorized by this section during a 6-month window of opportunity that shall begin to run on the date of the holiday that is the basis of the accrual of the holiday leave time and shall run through the end of the pay period in which the 6-month timeframe concludes. If an employee fails, for any reason, to avail himself or herself of the holiday leave time privilege during the 6-month window of opportunity, the holiday leave time shall be forfeited by the employee.

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

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

EXHIBIT 8

ARTICLE V. BENEFITS

SECTION 4. GROUP HEALTH AND HOSPITALIZATION INSURANCE FOR RETIRING EMPLOYEES

The only change to this section of the manual is **the deletion of the section's last paragraph that stated as follows:**

Notwithstanding any other provisions found in the City of Asheboro Employee Policies and Procedures Manual, all employee benefits outlined in these policies and procedures, specifically including but not limited to group health and hospitalization insurance for retiring employees, are contingent on the financial condition of the city and the provision for such funding in each annual budget. This notification is effective March 1, 2016.

Otherwise, the section is unchanged and continues to provide as follows:

Employees who retire under the North Carolina Local Government Employee Retirement System may be entitled to a continuation of Group Health and Hospitalization Insurance at the city's expense under the following circumstances:

- (1) 30 years of service with the North Carolina Local Governmental Employees' Retirement System and 15 years continuous service with the City of Asheboro.
- (2) Any other qualification for retirement with the North Carolina Local Governmental Employees' Retirement System and 20 years of service with the City of Asheboro.
- (3) An employee who qualifies for disability retirement with the North Carolina Local Governmental Employees' Retirement System.

The city will provide this employee only coverage for the retiree only until the retiree reaches age 65. If at any time prior to age 65, a covered retiree and/or covered dependent becomes eligible for Medicare, he/she must change his/her medical coverage to the Medicare Supplement Plan if coverage is to continue with the City of Asheboro. If applicable the dependent(s) shall be offered coverage under the COBRA plan.

Retirees not qualifying for health insurance coverage paid for by the City of Asheboro may elect to continue this coverage for themselves and their dependents at their own expense, until the retiree reaches age 65. If at any time prior to age 65, a covered retiree and/or dependent becomes eligible for Medicare, he/she must change his/her medical coverage to the Medicare Supplement Plan if coverage is to continue with the City of Asheboro.

All individuals retiring prior to the effective date of this policy (May 6, 1999) shall not be affected by these guidelines. Benefits bestowed upon those individuals will remain in effect as stated in the Employee Policy which was in effect at the time of their retirement.

Other group benefits may be available to retiring employees at their expense under provisions provided by the group benefits package.

EXHIBIT 9

ARTICLE V. BENEFITS

SECTION 8. EMPLOYEE ASSISTANCE PROGRAM

The city has an Employee Assistance Program (EAP) to help employees address a wide range of personal issues. This confidential counseling service is available to employees and their family members. City employees are encouraged to use the EAP when they are experiencing problems that impact their ability to be productive at work. Employees may choose to go to the EAP on their own, or they may be encouraged to use the EAP by their supervisor. Referral to or participation in the EAP does not pre-empt the utilization of any other provision in this manual.

The city will not have access to EAP records without written permission from the employee. All individual rights to confidentiality will be assured in the same manner as any other health records. Using the EAP services will not jeopardize an employee's employment status or promotion possibilities. With approval of the supervisor, employees may use accrued leave for a scheduled EAP appointment. The initial three EAP visits are provided to the employee without charge. After the initial visits, the EAP may recommend additional assistance, the cost of which will be the responsibility of the employee. These costs may be covered by medical insurance or available through a community-funded or self-help organization.

Notwithstanding any provision to the contrary, the EAP shall be deemed to be supplemental to the city's Substance Abuse Policy found in this manual. If a conflict arises between the provisions found in the description of the EAP and the adopted Substance Abuse Policy, the provisions found in the Substance Abuse Policy shall be the controlling authority.

Note: The only change to this section is to renumber the Employment Assistance Program section as Section 8 because the former Section 8 pertaining to increases in pay upon completing certain years of service has been incorporated into the revised Article III (Payroll Classification and Payroll Administration) in EXHIBIT 5 of this Resolution.

EXHIBIT 10

ARTICLE V. BENEFITS

SECTION 9. BRIDGING OF BENEFITS POLICY

Effective January 1, 2017 and not retroactively, the City is implementing the following bridging of benefits policy for rehired employees.

Purpose

Where business needs dictate, it is the policy of the city to rehire former employees who: (a) voluntarily left city employment in good standing as defined by city policy or (b) were laid off due to business need(s). This policy sets forth the city's philosophy governing eligibility for reemployment and associated bridging of service (service recognition) and benefits.

Service Restoration Rules for Eligible Employees

If a former employee with less than one year's prior service is rehired, the employee will be considered a new employee and this policy will not be applicable.

If a former employee with more than one year's prior service is rehired within three years, the employee's waiting period for certain benefits will be waived and the employee's years of service for the purpose of vacation leave accrual only will be reinstated. This policy does not apply to the calculation of Years of Service (Longevity) Increases under the city's pay plan.

EXHIBIT 11

ARTICLE VI.

GENERAL WORKPLACE POLICIES / CONDITIONS OF EMPLOYMENT

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. As soon as one or more employees realizes that a work-related accident, injury, or illness has occurred, any and all employees with knowledge of the incident are required to report the occurrence to their supervisors as quickly as is practicable. 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 without any unnecessary delay. Additionally, employees who observe or experience unsafe working conditions have the right, and are required, to report the unsafe working condition(s) to their supervisors as quickly as possible.

All work-related accidents, injuries, and illnesses, even those that may not initially be deemed to be serious, must be reported as soon as is practicable to supervisors. Employees who experience a work-related accident, injury, or illness are to use their best efforts to complete the appropriate forms and to cooperate to the best of their ability 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.

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING
THURSDAY, NOVEMBER 10, 2016
7:00 p.m.**

David H. Smith) – Mayor Presiding

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

Clark R. Bell) – Council Member Absent

John N. Ogburn, III, City Manager
Timothy Edward Cockman, Assistant Fire Chief
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
Michael L. Leonard, P.E., City Engineer
Deborah P. Reaves, Finance Director
Jeffrey C. Sugg, City Attorney
Jody P. Williams, Chief of Police
Roy C. Wright, Fire Chief

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 and meditation, Mayor Smith asked everyone to stand and say the pledge of allegiance.

3. Recognition of the Asheboro firefighters who deployed to southeastern North Carolina in the wake of Hurricane Matthew.

Mayor Smith recognized the Asheboro firefighters who deployed to southeastern North Carolina in the wake of Hurricane Matthew by reading a letter from Randolph County Fire Marshal Erik Beard commending the City of Asheboro and the Fire Department for the dedication to helping others in need. The names of the firefighters that deployed are Pete Sulzer, Steven Springs, Chris Davis, Matthew Needham, Eddie Cockman, Dwayne Ritter, Chris Hoover, Tim Hussey, and Brian Hussey. A copy of the letter read by Mayor Smith is on file in the city clerk's office.

Additionally, Firefighter Pete Sulzer presented a visual presentation consisting of pictures and a video that were taken during their deployment. A copy of the visual presentation is on file in the city clerk's office.

4. Consent agenda:

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

(a) The minutes of the city council's regular meeting on October 6, 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 final decision document for land use case no. CUP-16-12.

Case No. CUP-16-12
City Council
City of Asheboro, North Carolina

IN THE MATTER OF THE APPLICATION BY CF PROPERTIES, LLC FOR A CONDITIONAL USE
PERMIT AUTHORIZING A LAND USE IDENTIFIED AS MANUFACTURING, PROCESSING, AND
ASSEMBLY – LIGHT

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING, WITH CONDITIONS, THE
REQUESTED CONDITIONAL USE PERMIT

THIS MATTER came before the Asheboro City Council (the “Council”) for a properly advertised quasi-judicial hearing on the question of whether to approve an application by CF Properties, LLC for a Conditional Use Permit. The hearing was opened and sworn testimony received during a regular meeting of the Asheboro City Council that was held on October 6, 2016. Having considered all competent evidence and argument, the Council, on the basis of competent, material, and substantial evidence, does hereby enter the following:

FINDINGS OF FACT

1. Mr. Bob Crumley has properly submitted an application on behalf of CF Properties, LLC (the “Applicant”) for a Conditional Use Permit authorizing a land use identified in Table 200-2 of the Asheboro Zoning Ordinance (the “AZO”) as Manufacturing, Processing, and Assembly - Light.

2. In compliance with the AZO, the Applicant included with the application a site plan showing the proposed land use on a parcel of land owned by the Applicant. This parcel of land (the “Zoning Lot”) is located on the north side of East Dorsett Avenue and is more specifically identified by Randolph County Parcel Identification Number 7750973085.

3. The Zoning Lot is approximately 23,674 square feet (0.543 of an acre) in size and is inside the city limits of Asheboro with access to municipal services.

4. The Zoning Lot is in a CUB2 (Conditional Use General Business) zoning district. While a small area along the eastern boundary of the Zoning Lot is shown on the geographic information system to be subject to R7.5 (Medium-Density Residential) zoning, no evidence has been found in other public records to confirm the existence of this residential zoning area within the Zoning Lot. Furthermore, Section 103.3 of the AZO provides, in pertinent part, as follows:

Where a district boundary line divides a lot or tract in single ownership, the district requirements for the least restricted portion of such lot or tract shall be deemed to apply to the whole thereof, provided such extensions shall not include any part of a lot or tract more than fifty (50) feet beyond the district boundary line. The term “least restricted” shall refer to zoning restrictions, not lot or tract size.

Due to the fact that the purported R7.5 zoning extends less than 50 feet beyond the zoning boundary line, the district requirements for a CUB2 zoning district apply to the entire Zoning Lot.

5. Section 102 of the AZO describes a Conditional Use District as follows:

Each Conditional Use District corresponds to a related district in this Ordinance. Where certain types of zoning districts would be inappropriate under certain conditions, and the rezoning applicant desires rezoning to such a district, the CU District is a means by which special conditions can be imposed in the furtherance of the purpose of this Ordinance.

6. Section 102 of the AZO further provides as follows:

Within a CU District, only those uses specifically permitted in the zoning district to which the CU District corresponds (i.e., R15 and CUR15) shall be permitted, and all other requirements of the corresponding district shall be met. It is the intent of this ordinance that all requirements within a CU District be equal to or more stringent than those in a corresponding non-CU District.

In addition, within a CU District no use shall be submitted (sic) except as pursuant to a Conditional Use Permit authorized by the City Council, which shall specify the use or uses authorized. Such permit may further specify the location on the property of the proposed use or uses, the number of dwelling units or Floor Area Ratio, the location and extent of supporting facilities including but not limited to parking lots, driveways and access streets, the location and extent of buffer areas and other special purpose areas, the timing of development, the location and extent of rights-of-way and other

areas to be dedicated for public use, and other such matters as the applicant may propose as conditions upon the request. In granting a Conditional Use Permit, the Council may impose such additional reasonable and appropriate safeguards upon such permit as it may deem necessary in order that the purpose and intent of this Ordinance are served, public welfare secured and substantial justice done.

The authorization of a Conditional Use Permit in any CU District for any use which is permitted only as a Special Use in the zoning district which corresponds to the CU District shall preclude any requirement for obtaining a Special Use Permit for any such use from the City Council.

7. Section 1013.2 of the AZO establishes the following standards for the issuance by the Council of a Conditional Use Permit:

In considering an application for a Conditional Use Permit, the City Council shall give due regard that the purpose and intent of this ordinance shall be served, public safety and welfare secured and substantial justice done. If the City Council should find, after a public hearing, that the proposed Conditional Use Permit should not be granted, such proposed permit shall be denied. Specifically the following general standards shall be met:

- 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.*
- 3. That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity, and,*
- 4. That the location and character of the use if developed according to the plan as submitted and approved will be 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.*

8. The Manufacturing, Processing, and Assembly – Light land use (also referred to as “Manufacturing, Processing, and Assembling, Light” in the AZO) is defined by the AZO to mean the following:

Activities described in Manufacturing, Processing and Assembling, Heavy conducted wholly within an enclosed structure and not employing more than 10 persons and utilizing no more than a total of 25 horsepower in power driven machines and material handling equipment.

9. The Manufacturing, Processing, and Assembling, Heavy land use is defined by the AZO to mean the following:

The mechanical or chemical transformation of materials or substances into new products. The land uses engaged in these activities are usually described as plants, factories, or mills and characteristically use power-driven machines and materials handling equipment. Establishments engaged in assembling component parts of manufactured products are also considered under this definition, if the new product is neither a fixed structure nor other fixed improvement. Also included is the blending of materials such as lubricating oils, plastics, resins or liquors.

10. The Manufacturing, Processing, and Assembly – Light land use is permitted by Special Use Permit in a B2 zoning district, and the Zoning Lot is in a CUB2 district.

11. Section 628 (Manufacturing, Processing, and Assembly, Light) of the AZO addresses the requirements for the issuance of a Special Use Permit authorizing a Manufacturing, Processing, and Assembly, Light land use and specifically provides as follows:

Light manufacturing activities may be permitted in B2 districts subject to the following standards:

- 628.1 Off-street parking and loading spaces provided in accordance with Article 400.*
- 628.2 The applicant shall have adequate facilities (water, sewerage, etc.) so that the proposed operation shall meet the requirements of the City Fire, Building Inspection, and Engineering Departments.*

- 628.3 *The activity shall not endanger, damage, or have any other undesirable effects upon nearby non-industrial development by reason of its existence and operation.*
- 628.4 *Buffering and screening shall be required as set forth in Article 304A.*
- 628.5 *Approvals granted under this section shall be for one specific use, to be identified by the applicant at the time of application, and shall not be transferable to other light industrial uses. Requests for such changes in use shall be covered by the submission of a separate Special Use Permit Application.*
- 628.6 *Light Manufacturing, Processing and Assembly as permitted by this SUP shall mean activities which are conducted within a fully enclosed structure, require no outdoor storage, utilizes no boilers or other equipment in excess of 25 HP individually, and employ a total of 10 or fewer employees.*

12. The surrounding land uses are as follows:

North:	Single-Family Residential	East:	Single-Family Residential
South:	Commercial	West:	Commercial

13. With regard to the city's comprehensive development plans, the Growth Strategy Map identifies the area in which the Zoning Lot is located as a primary growth area, and the proposed land development plan map designates the area as neighborhood residential.

14. While the Land Development Plan's Proposed Land Use Map identifies the area in which the Zoning Lot is located as neighborhood residential, the property has been zoned commercial since 1988.

15. The Zoning Lot is currently used for a gravel parking lot, but the Applicant is proposing to construct a new 5,200-square foot building on the Zoning Lot for hemp processing.

16. One access driveway is proposed from East Dorsett Avenue, which is a city-maintained street.

17. The Applicant is proposing 12 parking spaces for the Zoning Lot, and, in light of the maximum number of employees authorized by the above-quoted Section 628, this proposal is compliant with the parking requirements of the AZO.

18. Under the AZO, the required buffering/screening is either a 10-foot Type C screen or a 25-foot Type C buffer adjacent to the residentially zoned (R7.5) property on the north and east sides of the Zoning Lot. The Applicant is proposing a 10-foot screen that will use a combination of existing vegetation and planted vegetation consisting of deciduous trees, bamboo, and evergreen vegetation. Supplemental vegetation will be used as needed to meet the AZO's buffering/screening requirements.

19. In an effort to ensure the compatibility of the proposed use of the Zoning Lot with surrounding land uses and to ensure future compliance with the AZO, the city planning staff recommended the following conditions for attachment to any Conditional Use Permit that may be issued to the Applicant:

- (A) *Consistent with Section 628.5 of the AZO, the specific Manufacturing, Processing, and Assembly – Light land use approved by this permit shall include lawful processes involving agricultural and food products of a similar intensity to the specific products the Applicant identified as part of the use proposed for the Zoning Lot.*
- (B) *The site plan notes a 10' Type C Screen on the northern and eastern boundaries of the Zoning Lot that are adjacent to residentially zoned property. This Type C Screen indicates one (1) evergreen shrub at five (5) feet on center and one (1) evergreen tree at twenty (20) feet on center or an equivalent combination of vegetation and other screening that meets or exceeds the requirements of a Type C Screen. Existing vegetation may also count towards meeting screening/buffering requirements. However, should any deficiency in meeting the landscaping requirements occur, additional buffering or screening measures consistent with Section 304A of the AZO will be required.*
- (C) *The site plan indicates that no outdoor lighting is proposed at this time. If the Applicant proposes outdoor lighting at a later date, such a proposal shall not be considered a modification requiring the issuance of a new Conditional Use Permit. In such an event, information shall be submitted to the city's planning staff to demonstrate compliance with AZO Section 317A.1 (Performance Standards for all Commercial Zoning Districts – Light) and for inclusion in the*

planning department's file for the Zoning Lot without further review by the Council.

- (D) *Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the Zoning Lot owner 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.*

20. Bob Crumley testified in support of the Applicant's proposed use of the Zoning Lot, and this uncontroverted testimony provided the following information:

- (a) The proposed facility will be used for research and processing. The processing of the seeds will include using cold press for oil and roasting for eating. Oil will be bottled and sold at retail. Seeds will also be sold at retail. Cannabinoids will be extracted using organic methods, and the facility will bottle and encapsulate flower extract products. The processing of food and nutritional products will be to food grade and will be subject to federal and state inspections.
- (b) The inventory of bulk raw material will be maintained at the farm sites and delivered to the facility on the Zoning Lot in "tote bags." There will not be any outside bins.
- (c) The proposed building will incorporate a stone look with stucco, glass, and pre-finished metal panels.
- (d) The delivery door for the processing facility will be mounted on the side of the building and will not front the street.
- (e) The number of employees at the facility and the horsepower used by the facility's portable equipment will stay within the limitations prescribed by the AZO.
- (f) The equipment at the hemp processing facility will not generate external noise.
- (g) No harsh chemicals are used to process the hemp, and no air or water contaminants will be produced as a result of processing hemp.
- (h) The small scale nature of the proposed hemp processing facility will not produce excessive traffic in general or excessive tractor-trailer deliveries in particular.
- (i) Mr. Crumley owns a significant amount of adjoining real property, and he cannot see any measurable negative impact on the value of the adjoining property as a consequence of the proposed development of the hemp processing facility.

21. The site plan presented to the Council by the Applicant conforms to the regulations prescribed by the AZO.

22. Bob Crumley, who is an authorized representative of the Applicant, testified that the Applicant accepts the conditions suggested by the city planning staff.

23. No testimony was offered in opposition to the Applicant's request for a Conditional Use Permit.

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

CONCLUSIONS OF LAW

1. When an applicant has produced competent, material, and substantial evidence tending to establish the existence of the facts and conditions that the AZO requires for the issuance of a Conditional Use Permit, prima facie the applicant is entitled to the permit. A denial of the permit has to be based upon findings contra that are supported by competent, substantial, and material evidence appearing in the record.

2. In this case, the Applicant properly submitted an application for a Conditional Use Permit authorizing a Manufacturing, Processing, and Assembly – Light land use, more specifically a hemp processing facility, on the Zoning Lot that is located in a CUB2 zoning district.

3. In light of the evidence and the acceptance by the Applicant of the conditions attached to the Conditional Use Permit by the Council, the Applicant's proposed land use is compliant with the applicable requirements of the Asheboro Zoning Ordinance.

4. On the basis of substantial evidence in the record, the Council has concluded that the proposed land use meets the four general standards for granting the requested Conditional Use Permit. The proposed land use will not materially endanger the public health or safety, meets all required conditions and specifications of the zoning ordinance, will not substantially injure the value of adjoining or abutting property, and will be in harmony with the area in which it is to be located and is in general conformity with Asheboro's plan of development.

Based on the above-recited findings of fact and conclusions of law, the Council hereby enters the following:

ORDER

Subject to the following conditions, a Conditional Use Permit authorizing on the Zoning Lot the above-described Manufacturing, Processing, and Assembly – Light land use, more specifically a hemp processing facility, is hereby approved and issued to the Applicant and the Applicant's heirs, successors, and assigns. The continuing validity of this Conditional Use Permit is hereby made expressly contingent upon the Applicant and the Applicant's heirs, successors, and assigns complying at all times with the applicable provisions of the Asheboro Zoning Ordinance, the site plan presented and approved during the hearing of this matter, and the following supplementary conditions:

- (A) Consistent with Section 628.5 of the AZO, the specific Manufacturing, Processing, and Assembly – Light land use approved by this permit shall include lawful processes involving agricultural and food products of a similar intensity to the specific products the Applicant identified as part of the use proposed for the Zoning Lot.
- (B) The site plan notes a 10' Type C Screen on the northern and eastern boundaries of the Zoning Lot that are adjacent to residentially zoned property. This Type C Screen indicates one (1) evergreen shrub at five (5) feet on center and one (1) evergreen tree at twenty (20) feet on center or an equivalent combination of vegetation and other screening that meets or exceeds the requirements of a Type C Screen. Existing vegetation may also count towards meeting screening/buffering requirements. However, should any deficiency in meeting the landscaping requirements occur, additional buffering or screening measures consistent with Section 304A of the AZO will be required.
- (C) The site plan indicates that no outdoor lighting is proposed at this time. If the Applicant proposes outdoor lighting at a later date, such a proposal shall not be considered a modification requiring the issuance of a new Conditional Use Permit. In such an event, information shall be submitted to the city's planning staff to demonstrate compliance with AZO Section 317A.1 (Performance Standards for all Commercial Zoning Districts – Light) and for inclusion in the planning department's file for the Zoning Lot without further review by the Council.
- (D) Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the Zoning Lot owner 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.

The above-listed findings, conclusions, and order were adopted by the Asheboro City Council in open session during a regular meeting held by the governing board on the 10th day of November, 2016.

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

ATTEST:

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

- (c) **Acknowledgment of the receipt from the Asheboro ABC Board of meeting minutes for September 6, 2016, in addition to the receipt of revised meeting minutes for the board's meeting on August 1, 2016.**

Copies of the Asheboro ABC Board's meeting minutes are on file in the city clerk's office.

- (d) **A resolution authorizing the execution of an updated law enforcement services contract with the Asheboro ABC Board.**

RESOLUTION NUMBER _____ **34 RES 11-16**

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION APPROVING AN UPDATED LAW ENFORCEMENT SERVICES CONTRACT WITH
THE ASHEBORO ABC BOARD**

WHEREAS, Section 18B-501 of the North Carolina General Statutes provides that a local ABC board must either hire one or more ABC enforcement officers or contract with a local law enforcement agency to enforce the ABC laws within the local law enforcement agency's territorial jurisdiction; and

WHEREAS, the term "ABC laws" means (a) the statutes found in Chapter 18B of the General Statutes of North Carolina, which pertains to the regulation of alcoholic beverages; (b) the statutes found in Article 2C of Chapter 105 of the General Statutes of North Carolina, which pertains to alcoholic beverage license and excise taxes; and (c) the rules issued by the North Carolina Alcoholic Beverage Control Commission under the authority of Chapter 18B of the General Statutes of North Carolina; and

WHEREAS, dating back to November 2008, the Asheboro ABC Board (the "ABC Board") has contracted with the City of Asheboro (the "City") for the enforcement of the ABC laws due to the ABC Board's continuing opinion that contracting with the City for such law enforcement services enables the ABC Board to use its law enforcement funds in the most efficient manner; and

WHEREAS, also dating back to November 2008, the City's governing board has maintained the continuing belief that the public health and safety goals of the City and its police department would be furthered by entering into a contract with the ABC Board for the City's police department to enforce the ABC laws within the department's territorial jurisdiction; and

WHEREAS, the ABC Board and the City have mutually agreed that the initial law enforcement services contract executed in November 2008 should be updated to reflect the current state of the ABC laws and the best practices for the enforcement of these laws; and

WHEREAS, the new law enforcement services contract jointly drafted by staff members for the ABC Board and the City has been attached hereto as EXHIBIT 1 and is hereby incorporated into this Resolution by reference as if copied fully herein;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that the contract attached hereto as EXHIBIT 1 is hereby approved; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that the city manager is hereby authorized and directed to execute the said contract on behalf of the City.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 10th day of November, 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

EXHIBIT 1

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

ABC LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made the _____ day of _____, 2016, by and between the **CITY OF ASHEBORO**, a North Carolina municipal corporation, (the "**City**") and the

ASHEBORO ABC BOARD, a local ABC board that may transact business as a corporate body pursuant to Section 18B-702(a) of the North Carolina General Statutes, (the "**ABC Board**").

WITNESSETH:

WHEREAS, Section 18B-501 of the North Carolina General Statutes provides that the ABC Board must either hire one or more ABC enforcement officers or contract with a local law enforcement agency for the enforcement of the ABC laws within the local law enforcement agency's territorial jurisdiction; and

WHEREAS, on November 10, 2008, the City and the ABC Board entered into and have since maintained an *ABC LAW ENFORCEMENT SERVICES* contract (the "**Initial Contract**"); and

WHEREAS, by mutual agreement, the City and the ABC Board desire to enter into a new agreement (the "**Extension Contract**") that will supersede the Initial Contract; and

WHEREAS, the ABC Board is required to expend at least five percent (5%) of its profits for ABC law enforcement; and

WHEREAS, the ABC Board is of the opinion that continuing the contractual relationship with the City under the terms and conditions of the Extension Contract would constitute the most efficient use of the board's ABC law enforcement funds; and

WHEREAS, the City is of the opinion that the public health and safety goals of the municipal police department (the "**APD**") would be furthered by entering into the Extension Contract so as to provide, on behalf of the ABC Board, continuing ABC law enforcement services in accordance with the terms and conditions of the updated agreement.

NOW, THEREFORE, IT IS AGREED as follows:

ABC Law Enforcement Services

On behalf of the ABC Board, the APD shall provide ABC law enforcement services, which are more fully described below, (the "Contracted Services") within the territorial boundaries of the City of Asheboro. Pursuant to Section 18B-501(f1) of the North Carolina General Statutes, the APD shall report to the ABC Board, by the fifth business day of each month, on a form developed by the North Carolina Alcoholic Beverage Control Commission (the "Commission"), the following data for the officer assigned by the APD to deliver the Contracted Services:

- (1) The number of arrests made for ABC law, Controlled Substance Act, or other violations, by category, at ABC permitted outlets.
- (2) The number of arrests made for ABC law, Controlled Substance Act, or other violations, by category, at other locations.
- (3) The number of agencies assisted with ABC law or controlled substance related matters.
- (4) The number of alcohol education and responsible server programs presented.

In addition to assigning an officer to provide the documented law enforcement services contemplated by the above-referenced Commission form, the APD will give priority to the following specific requests that are also deemed to be within the scope of the Contracted Services:

- (a) Security for ABC store employees as they exit the premises at closing time.
- (b) Escorts for ABC Board employees making bank deposits. Such escorts shall extend from the time the employee(s) transporting the bank deposit exit the store until such time as the transaction is completed. A telephonic request for such an escort shall be made of the APD at least one hour prior to the scheduled departure time for the bank deposit.
- (c) Inspections of businesses that have been permitted for mixed beverages are to be conducted to ensure compliance with the ABC laws and the rules of the Commission governing mixed beverage permittees. At a minimum, such inspections are to be made annually. Copies of written inspections for the prior calendar year, or, alternatively, a summary listing of locations inspected, the date of the inspection, and any discrepancies noted shall be provided to the ABC Board by the 15th day of each January.
- (d) For the purpose of monitoring compliance with laws prohibiting the sale of alcoholic beverages to underage persons, random covert compliance checks of no less than twenty-five percent (25%) of all permitted ABC businesses within the City's territorial boundaries shall be conducted each calendar year using a covert underage operative in a manner that is substantively guided by the adopted written policies of the Alcohol Law Enforcement Branch of the North Carolina State Bureau

WHEREAS, the primary fire limits for the City of Asheboro are established and defined in Section 150.01 of the Code of Asheboro; and

WHEREAS, city staff members have reviewed the status of land development in the city, specifically including the principal business portions of the city, and have recommended amending the boundaries of the city's primary fire limits; and

WHEREAS, during the city council's regular meeting on October 6, 2016, this recommendation was considered by the city council as part of the public hearing advertised and conducted in compliance with G.S. 160A-364 on the question of amending the primary fire limits; and

WHEREAS, after considering the information provided during the said public hearing, the city council has decided to redefine the boundaries of the primary fire limits by amending Section 150.01 of the Code of Asheboro;

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

Section 1. Section 150.01 (Fire Limits) of the Code of Asheboro is hereby rewritten to provide as follows:

(A) ~~Pursuant to G.S. § 160A-435, fire limits within the city are hereby established so as to include the area bounded as follows:~~

~~Beginning in the center line of West Miller Street 185 feet west of the center line of North Fayetteville Street and running south 185 feet west of and parallel to the center line of North Fayetteville Street, crossing MacArthur Street and Ward Street to a point 135 feet north of the center line of West Salisbury Street, thence west 135 feet north of and parallel to the center line of West Salisbury Street, crossing White Oak Street to a point 220 feet west of the new center line of North Church Street; thence south 220 feet west of and parallel to the new center line of Church Street, crossing Salisbury Street, Hoover Street, Sunset Avenue and Hill Street to a point in the center line of West Academy Street extended; thence east with the center line of West Academy Street extended to the new center line of Church Street, thence south with the new center line of Church Street to the center line of West Wainman Avenue, thence east with the center line of West Wainman Avenue to a point 185 feet west of the center line of South Fayetteville Street, thence south 185 feet west of and parallel to the center line of South Fayetteville Street to the center line of West Kivett Street; thence east with the center line of Kivett Street, crossing South Fayetteville Street to a point 185 feet east of the center line of South Fayetteville Street; thence north 185 feet east of and parallel to the center line of South Fayetteville Street crossing Wainman Avenue to the center line of East Academy Street; thence east with the center line of East Academy Street 175 feet; thence north 360 feet east of and parallel to the center line of Fayetteville Street, crossing Cranford Street, Scarboro Street and Worth Street to the center line of East Salisbury Street; thence west with the center line of East Salisbury Street 175 feet; thence north 185 feet east of and parallel to the center line of North Fayetteville Street, crossing Ward Street, Burns Street, Miller Street, and Betts Street to the center line of East Presnell Street; thence west with the center line of East Presnell Street to the center line of North Fayetteville Street; thence south with the center line of North Fayetteville Street to the center line of West Miller Street; thence west with the center line of West Miller Street to the point of beginning.~~

(B) ~~The fire limits established by this section shall constitute "fire district A" within the meaning of the North Carolina State Building Code, § 301.1 of volume I, "General Construction."~~

Pursuant to G.S. 160A-435, the primary fire limits of the City of Asheboro are hereby established and defined as follows:

Beginning at a point in the center of the intersection of Salisbury Street (North Carolina Highway 42) and North Fayetteville Street; thence south along the center line of Fayetteville Street (United States Highway 220 Business) to a point in the center of the intersection of South Fayetteville Street and Academy Street; thence west along the center line of Academy Street to a point in the center of the intersection of West Academy Street and South Church Street; thence north along the center line of Church Street (North Carolina Secondary Road 1707) to a point in the intersection of North Church Street and West Salisbury Street; thence east along the center line of West Salisbury Street to the point and place of beginning.

Section 2. On the effective date stated in Section 3 of this Ordinance, all ordinances and clauses of ordinances in conflict with this Ordinance shall be repealed.

Section 3. This Ordinance shall take effect and be in full force from and after December 1, 2016.

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

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on the 10th day of November, 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

(f) Ordinances to amend the following funds:

(i) General Fund:

ORDINANCE TO AMEND THE GENERAL FUND FY 2016-2017

WHEREAS, the NC Department of Transportation has approved an allocation of Five Hundred and Thirty One Thousand dollars for the Asheboro Regional Airport Apron Rehabilitation project (project #36244.32.5.1), and;

WHEREAS, the City of Asheboro local match for this grant is \$59,000, and;

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

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

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

That the following revenue line items be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>Amount</u>
10-399-0000	Fund Balance Allocation	59,000

That the following expenditure line items be increased:

<u>Account #</u>	<u>Expense Description</u>	<u>Amount</u>
10-650-6600	Transfer to Airport Project	59,000

Adopted this 10th day of November, 2016.

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

ATTEST:

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

(ii) Airport Improvements Fund:

ORDINANCE TO AMEND THE AIRPORT IMPROVEMENTS FUND (#66) FY 2016-2017

WHEREAS, the NC Department of Transportation has approved an allocation of Five Hundred and Thirty One Thousand dollars for the Asheboro Regional Airport Apron Rehabilitation project (State Project #36244.32.5.1), and;

WHEREAS, the City of Asheboro local match for this grant is \$59,000, and;

WHEREAS, the revenues and expenditure budget in the Airports Improvement Fund have changed as a result of these grants, and;

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

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

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

<u>Account</u>	<u>Description</u>	<u>Increase / (Decrease)</u>
66-349-2100	State Grant #36244.32.5.1	531,000
66-367-1025	GF Contribution (16-17) (match)	59,000
Total Increase		590,000

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

<u>Account</u>	<u>Description</u>	<u>Increase / (Decrease)</u>
66-982-4500	Construction	590,000
Total Increase		590,000

Adopted this the 10th day of November 2016.

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

ATTEST:

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

(iii) Economic Development Fund:

**ORDINANCE TO AMEND THE ECONOMIC DEVELOPMENT FUND
FY 2016-2017**

WHEREAS, The City of Asheboro received notification from the NC Rural Economic Development Division, which is a component of the North Carolina Department of Commerce, that the City of Asheboro was awarded a Community Development Block Grant in the amount of \$490,000 to assist in providing rail to serve Technimark and that Technimark has pledged to create 41 full-time jobs and invest \$30,000,000 as a result of this project, and;

WHEREAS, the City Council approved the execution of the Grant agreement for this project (grant No. 14-E-2673) on October 6, 2016, and;

WHEREAS, The City Council of the City of Asheboro desires to amend the Economic Development fund budget as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget to account for this project, and;

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

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

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

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
72-374-0001	CDBG Grant 2016	490,000
72-374-0002	City of Asheboro Match	61,350
Total Change		<u>\$551,350</u>

Section 2: That the following expense line items be increased:

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
72-920-0001	Engineering, bidding, inspection services	37,000
72-920-0002	Advertisement & Permits	2,850
72-920-0003	Geotechnical Services	9,500
72-920-0004	Construction	490,000
72-920-0005	Traffic Control & Insurance	6,000
72-920-0006	Contingency	6,000
Total Change		<u>\$551,350</u>

Adopted this the 10th day of November, 2016.

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

ATTEST:

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

(g) Approval to schedule public hearings for December 8, 2016, and to advertise these hearings, concerning the following land use cases:

- (i) An application to rezone property located at 153 and 175 North Carolina Highway 49 South (portions of Randolph County Parcel Identification Numbers 7750152180 and 7750154162) from R10 Medium-Density Residential zoning to B2 General Commercial zoning; and**
- (ii) An application to rezone property located at 133 and 139 South Church Street (portions of Randolph County Parcel Identification Numbers 7751726479 and 7751725531) from I2 General Industrial zoning to B3 Central Commercial zoning**

With the above stated approval of the consent agenda, the scheduling and advertisement of public hearings on the described Highway 49 South and South Church Street rezoning applications were approved.

(h) Approval of the temporary closure from 7:00 p.m. to 8:30 p.m. on Friday, December 2, 2016, of the streets indicated on the parade permit application and map for the Asheboro/Randolph Chamber of Commerce Christmas Parade

The parade permit application for the requested street closure, including a street closure map, was included in the council's materials. Copies of these items are on file in the city clerk's office.

(i) Approval of the temporary closure from 6:00 p.m. to 9:00 p.m. on Friday, December 9, 2016, of the streets indicated on the parade permit application and map for the annual "Christmas on Sunset" event sponsored by the Asheboro/Randolph Chamber of Commerce Downtown Development Committee.

The parade permit application for the requested street closure, including a street closure map, was included in the council's materials. Copies of these items are on file in the city clerk's office.

5. Community Development Director Trevor Nuttall provided the staff analysis for the following land use cases:

(a) Public hearing on proposed zoning ordinance and subdivision ordinance text amendments that address the availability of density credits/severable development rights in certain situations where public right-of-way dedications are required.

Mayor Smith opened the public hearing on the following request.

Mr. Nuttall utilized a visual presentation in order to give Mayor Smith and the Council Members an overview of text amendments to the zoning ordinance reflecting changes in state law concerning density credits when certain public right-of-way dedications are required. In essence, the planning

staff proposed to update the Asheboro Zoning Ordinance and Subdivision Ordinance in order to accommodate changes in state legislation (Session Law 2015-246) requiring density credits or severable development rights to be granted when rights-of-way are dedicated pursuant to an adopted Comprehensive Transportation Plan. The proposed text amendments provide a method for doing so in a manner which is consistent with the city's adopted Land Development Plan.

During his presentation, Mr. Nuttall noted the following:

1. North Carolina General Statutes have been amended to require that density credits or severable development rights be granted to property owners in cases in which they are required to plat public right-of-way for road projects designated on an adopted Comprehensive Transportation Plan (CTP). The projects may include construction of new roads or upgrades to existing roads in which dedication of public right-of-way is required.
2. The density credits help offset the reduction in development potential that occurs when property is required for such dedication through either a major subdivision process, or when necessary to meet the evidentiary requirements for a Conditional/Special Use Permit.
3. The proposed text amendments do not impact properties acquired through eminent domain, roadways platted that are not identified by the CTP, or when the Subdivision Ordinance requires 50' of public right-of-way for a proposed subdivision and existing right-of-way is less than 50' wide, requiring additional land to be dedicated for the public right-of-way.
4. After input given during the October 2016 Planning Board meeting, staff has revised the proposal to also include a credit for the maximum gross floor area to counteract the reduction in lot sizes.

The proposed amendments to Article 300 (Modification of Yard and Height Requirements) and Article 1100 of the Asheboro Zoning Ordinance are as follows:

307.12 Density Credits when Public Right-of-Way dedication is required or offered pursuant to proposed public right-of-way identified in the Asheboro Comprehensive Transportation Plan

A) Purpose and Intent:

Pursuant to NCGS 160A-381 and NCGS 136-66.10, whenever a tract of land is proposed for subdivision or development activity that requires dedication of public right-of-way identified by the Asheboro Comprehensive Transportation Plan, density credits may be granted. These density credits are intended to provide for reasonable use of the affected tract(s) of land when public right-of-way dedication is required based on needs identified by the Asheboro Comprehensive Transportation Plan.

B) Applicability

i. Right-of-way dedication, in accordance with the Comprehensive Transportation Plan, may be required by the City Council when it determines that:

- a. Said dedication does not result in the deprivation of all reasonable use of the original tract; and
- b. The dedication is reasonably related to the traffic generated by the proposed use of land, or the impact of the dedication is mitigated by other measures, including the use of density credits as herein prescribed, on contiguous land owned by the subdivider.

This subsection mirrors the NC General Statutes (NCGS 136.66-10(a)(1) as applicable to the City of Asheboro's approval processes (excludes the terms "special exception" and "permission" which aren't found in Asheboro's zoning ordinance in this context).

ii. Density credits may be issued when public right-of-way dedication is required by the Subdivision Ordinance or deemed necessary to meet the evidentiary requirements to grant a Conditional or Special Use Permit. When density credits are issued, the minimum lot sizes prescribed by Table 200-1 and permissible floor area ratio calculations may be modified.

Note that these provisions only apply to right-of-way identified by the CTP in excess of 50.' The Subdivision Ordinance already requires public right-of-way be a minimum of 50' wide.

C. Definitions

TERMS	DESCRIPTION
Dedicated Area (A)	Entire area of land to be dedicated for public right-of-way purposes
Area Prior to Dedication (B)	Area of zoning lot prior to public right-of-way dedication
Area After Dedication (C)	B minus A (i.e. land in zoning lot remaining after dedication is made)
Ratio of Dedicated Area to Area Prior to Dedication (D)	A divided by B
Minimum Lot Size Prior to Dedication (E)	Minimum lot size requirement prior to application of density credit
Minimum Lot Size After Dedication (F)	Minimum lot size after application of density credit (E-[E*D])
Maximum Gross Floor Area Allowable for Each Lot Subject to a Density Credit (G)	Gross Floor Area permitted for a lot possessing the zoning district's minimum lot square footage

D.) Modification of Minimum Lot Size and Affect on Permissible Floor Area Ratio

A density credit shall be calculated by dividing the area of the land dedicated (A) by the area of the land prior to dedication (B). The resulting figure (D) shall be used in determining the minimum lot size after dedication (F). The maximum gross floor area allowable for each lot subject to a density credit (G) may be calculated as the maximum gross floor area permitted for a lot possessing the zoning district's minimum lot square footage (E).

For example, if the zoning lot in question is fifty (50) acres in area (B), zoned R10 and five (5) acres is to be dedicated for public right-of-way (A), the minimum lot size in the subdivision after dedication (F) is 9,000 square feet. The maximum gross floor area allowable (G) is 10,000 multiplied by .22, or 2,200 s.f.

This provision applies to residential and non-residential zoned properties.

E.) Recordation required for issuance of density credits

Dedication of land for public right-of-way, as provided herein, shall be offered to the public. Dedication, in the form of an instrument recorded in the Randolph County Public Registry, shall occur prior to the issuance of any zoning permit or subdivision approval that incorporates the use of density credits.

While a zoning permit or subdivision approval may still be issued without this recordation, in order to qualify for the density credits described in this subsection, this is a requirement.

Article 1100:

Density Credit: the potential for the improvement or subdivision of part or all of a parcel of real property, as permitted under the terms of the zoning and/or subdivision ordinance, expressed by a reduction of minimum lot size, pursuant to NCGS 160A-381 and NCGS 136-66.10

In order to establish the mechanism by which density credits can be offered, the following amendments to the City of Asheboro Subdivision Ordinance are necessary:

ARTICLE VI

COMPLIANCE WITH OFFICIAL PLANS

~~I. THOROUGHFARE PLANS~~ **COMPREHENSIVE TRANSPORTATION PLANS**
Where proposed subdivision includes any part of a ~~thoroughfare-boulevard or lesser classification roadway~~ which has been designated as such upon the officially adopted ~~Thoroughfare Plan~~ **Comprehensive Transportation Plan** of the City of Asheboro, such ~~part of such thoroughfare roadway~~ shall be platted by the subdivider in the location shown on the plan and at the width specified in ~~this~~

Ordinance the Comprehensive Transportation Plan if the City Council finds that the dedication does not result in the deprivation of a reasonable use of the original tract and that the dedication is either reasonably related to the traffic generated by the proposed subdivision or use of the remaining land or the impact of the dedication is mitigated by measures provided in the local ordinance. In such instances, a density credit shall be provided in accordance with the Asheboro Zoning Ordinance.

ARTICLE IX

REQUIRED IMPROVEMENTS AND DESIGN STANDARDS

I.B.4 Conformity to ~~Thoroughfare Plan~~ Comprehensive Transportation Plan

The alignment of all proposed streets shall follow the general alignments shown in the adopted Asheboro ~~Thoroughfare Plan~~ Comprehensive Transportation Plan. Proposed ~~thoroughfare~~ roadways shall be designed to appropriate ~~thoroughfare~~ standards. Density credits shall be provided in accordance with Article VI Section I.

ARTICLE X

PLANNED UNIT DEVELOPMENTS

IV.C.4 OTHER REQUIREMENTS – Improvements

The street layout of the development shall be in conformity with the Asheboro ~~Thoroughfare Plan~~ Comprehensive Transportation Plan and:

- a. Where a proposed development will extend an existing public street such extension shall be a public street unless it is an existing dead end street not necessary for access to adjacent property.
- b. Where a through street is required to provide access to adjacent properties or for general public usefulness such street shall be a public street.
- c. Density credits shall be provided in accordance with Article VI Section I.

ARTICLE XI

RESIDENTIAL TOWNHOUSE DEVELOPMENTS

IV.B.4 OTHER REQUIREMENTS – Improvements

The street layout of the development shall be in conformity with the Asheboro ~~Thoroughfare Plan~~ Comprehensive Transportation Plan and:

- a. Where a proposed development will extend and existing public street such extension shall be a public street unless it is an existing dead end street not necessary for access to adjacent property.
- b. Where a through street is required to provide access to adjacent properties or for general public usefulness such street shall be a public street.
- c. Density credits shall be provided in accordance with Article VI Section I.

ARTICLE XII

RECREATIONAL VEHICLE RESORTS

IV.B.2 OTHER REQUIREMENTS – Improvements

The street layout of the development shall be in conformity with the Asheboro ~~Thoroughfare Plan~~ Comprehensive Transportation Plan and:

- a. Where a proposed development will extend an existing public street such extension shall be a public street unless it is an existing dead end street not necessary for access to adjacent property.
- b. Where a through street is required to provide access to adjacent properties or for general public usefulness such street shall be a public street.
- c. Density credits shall be provided in accordance with Article VI Section I.

The Planning Board concurred with the following planning staff's analysis and recommended approval of the proposed text amendments.

"The proposed text amendments are prompted by recent state legislation requiring density credits when public right-of-way dedication is required pursuant to an adopted transportation plan (specifically the *2014 Asheboro Comprehensive Transportation Plan*).

This proposal is reasonable and reflects the goals and policies of the Land Development Plan by allowing density credits proportional to the development potential that would have been permitted without ROW dedication. Staff believes that other development requirements (setbacks, buffering/screening, etc.) will continue to ensure that development occurs in a manner consistent with the character of the area in which properties receiving density credits are located and will mitigate any impact density credits may have on the character of the area in which they are applied.

Staff believes this proposal carefully weighs the right to a reasonable use of property and the need to protect the public health, safety, and general welfare by specifying the intensity at which properties may be developed.

Therefore, staff believes the proposed amendments are consistent with adopted plans, reasonable, and in the public interest."

With no comments or opposition from the public, Mayor Smith transitioned to the deliberative phase of the public hearing.

Mr. Moffitt addressed the multi-faceted application and staff analysis by moving to take the following 3-part action:

1. Approve, as presented and without modification, the proposed zoning ordinance text amendments.
2. Approve, as presented and without modification, the proposed subdivision ordinance text amendments; and
3. Adopt the following statement that originated with the staff concerning the consistency of this action with the adopted comprehensive plans, the reasonableness of the proposal, and the proposal's consistency with the public interest:

The approved text amendments are reasonable, consistent with state law, and reflect the goals and policies of the city's Land Development Plan by allowing density credits proportional to the development potential that would have been permitted without right-of-way dedication. Other development requirements (setbacks, buffering/screening, etc.) will continue to ensure that development occurs in a manner consistent with the character of the area in which properties receiving density credits are located and will mitigate any impact density credits may have on the character of the area in which they are applied.

The approved text amendments carefully weigh the right to a reasonable use of property and the need to protect the public health, safety, and general welfare by specifying the intensity at which properties may be developed.

For these reasons, the city council has concluded that the approved text amendments are consistent with the adopted plans, reasonable, and in the public interest.

Ms. Redding seconded the multi-part motion. The motion was approved unanimously. Council Members Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. A copy of the visual presentation utilized by Mr. Nuttall is on file in the city clerk's office along with a copy of the adopted text amendments.

(b) A request for final plat certification for Olde Towne Village, Phase II, Section II.

Mr. Nuttall presented the final plat for Section II, Phase II of Olde Towne Village. Venn Asheboro, LLC requested final plat certification for public right-of-way, common area, and Lots 35, 36, and 41. The three Planned Unit Development lots have an average lot size of 3,556 square feet, more or less, and are located along the south side of Old Lexington Road.

During his presentation, Mr. Nuttall noted that the planning staff and the Planning Board recommended granting the request with the following comments:

1. The development includes detached single-family and attached single-family dwellings (two dwellings per structure).
2. City Council approved a Conditional Use Permit request for this development in June 2012 and a preliminary plat in July 2012.
3. A new preliminary plat was reviewed and approved in February 2016 due to a substantial modification to the number and ratio of detached/attached dwellings for Section II of the development.
4. A subdivision variance was granted during the sketch design review allowing reduced right-of-way widths for public streets within the subdivision. No reduction in street widths is proposed.
5. Section II of the development includes a total of 16 lots, consisting of 4 attached dwellings (2 structures with 2 dwellings each) and 12 detached dwellings.
6. This final plat proposes dedication of public right-of-way, common area, and three (3) lots with detached dwellings. Once the public right-of-way is dedicated, the subdivision of additional lots may be reviewed by staff as a minor subdivision(s).

Upon motion by Mr. Swiers and seconded by Ms. Carter, Council voted unanimously to approve, with conditions, the final plat certification requested for Section II, Phase II of the Olde Towne Village subdivision. The conditions attached to the plat approval area as follows:

1. Punchlist items from public works must be completed before the plat is released for recordation.
2. Homeowners' documents restricting RV parking as required by the ordinance shall be submitted and recorded with the final plat.
3. A guarantee on uncompleted improvements will be required prior to recordation of the final plat.

Council Members Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion.

6. Public comment period.

Prior to opening the floor for public comments, Mayor Smith recognized Ms. Cecily Hamilton and her students of Bailey's Grove Baptist School who were in attendance as a requirement for class.

After recognizing students from the school, 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.

7. Engineering items presented by City Engineer Michael Leonard, P.E.:

(a) Consideration of a resolution authorizing the execution of an agreement to provide airport hangar space to the Civil Air Patrol.

Mr. Leonard presented and recommended adoption, by reference, of the aforementioned resolution. Major Bob McGlohon of the Civil Air Patrol was in attendance and available to answer any questions.

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

RESOLUTION NUMBER 35 RES 11-16

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION APPROVING AN AGREEMENT TO LEASE AIRPORT HANGAR SPACE TO THE CIVIL AIR PATROL

WHEREAS, Section 63-53 of the North Carolina General Statutes authorizes the city to lease property and space at the Asheboro Regional Airport; and

WHEREAS, Section 160A-272 of the North Carolina General Statutes provides the procedural framework for leasing surplus real property at the city-owned Asheboro Regional Airport; and

WHEREAS, the Asheboro Airport Authority has recommended leasing hangar space at the Asheboro Regional Airport to the Civil Air Patrol for the use and benefit of the Randolph Composite Squadron at a rental rate of One Dollar (\$1.00) per year for a 3-year term; and

WHEREAS, the Civil Air Patrol was incorporated under a Special Act of Congress approved July 1, 1946 (Public Law 476, 79th Congress); and

WHEREAS, the property subject to the proposed lease agreement has been continuously used by the Randolph Composite Squadron of the Civil Air Patrol for its operations for a significant number of years; and

WHEREAS, the proposed lease area will not be needed by the city during the requested term of the lease; and

WHEREAS, by means of adopting Resolution Number 27 RES 9-16 on September 15, 2016, the city council expressed its intent to continue to lease the existing hangar space to the Civil Air Patrol for a new lease term of three years at a rental rate of One Dollar (\$1.00) per year; and

WHEREAS, notice of the city council's stated intent to authorize the said hangar lease agreement with the Civil Air Patrol during the council's regular meeting in November 2016 was published in *The Courier-Tribune* on October 7, 2016, in compliance with Section 160A-272 of the North Carolina General Statutes; and

WHEREAS, the proposed hangar lease agreement with the Civil Air Patrol has been attached to this Resolution as ATTACHMENT A and is hereby incorporated into this Resolution by reference as if copied fully herein;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that the lease of hangar space at the Asheboro Regional Airport to the Civil Air Patrol for the use and benefit of the Randolph Composite Squadron in accordance with the terms and conditions specified in ATTACHMENT A is hereby approved; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that the mayor and all other city officials necessary for the implementation of this Resolution are hereby authorized and directed to execute lease documents substantially and materially similar in all respects to ATTACHMENT A so as to bring into full force and effect the approved lease agreement.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 10th day of November, 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

ATTACHMENT A

STATE OF NORTH CAROLINA

**LEASE OF HANGAR SPACE AT THE ASHEBORO
REGIONAL AIRPORT**

COUNTY OF RANDOLPH

THIS AGREEMENT AND LEASE (the "Agreement") is made this _____ day of _____, 2016, by and between the **CITY OF ASHEBORO (the "Lessor")**, a North Carolina municipal corporation, and the **CIVIL AIR PATROL (the "Lessee")**, incorporated under a Special Act of Congress approved July 1, 1946, Public Law 476, 79th Congress, for the use and benefit of the Randolph Composite Squadron.

WITNESSETH:

In consideration of the annual rental fee set forth below and other mutual promises contained herein, the parties agree as follows:

- (1) Lessor hereby leases to Lessee and Lessee hereby accepts the following area of rental space at the Asheboro Regional Airport for use during the lease term as an administrative/operational center and for an aircraft owned by the Lessee:

The area labeled as "C.A.P. Building" on Schedule "C" (as amended through October 2013) for the Asheboro Regional Airport; said schedule is attached as EXHIBIT 1 to this Agreement and is hereby incorporated into this Agreement by reference as if fully copied herein.

- (2) The lease period shall be for a 3-year term commencing at 12:01 a.m. on January 1, 2017, and ending at midnight on December 31, 2019.
- (3) The rental rate under this Agreement is \$1.00 per year. Because of the minimal amount charged for the entire 3-year term of this Agreement, and for administrative convenience, the total sum of rental charges due under this Agreement shall be paid in good funds by the Lessee to the Lessor in advance of the commencement of the 3-year lease term specified in the immediately preceding paragraph. Consequently, in advance of January 1, 2017, the Lessee shall pay to the Lessor the sum of \$3.00, which is the total rental fee due under this Agreement.
- (4) Lessee hereby agrees to the following operating procedures and limitations:
- (a) Lessee will not operate any aircraft engine inside the hangar and will not run-up any aircraft engine with propeller blast directed toward any hangar door, hangar, or other aircraft;
 - (b) Lessee will assure proper chocking and securing of aircraft after each usage;
 - (c) While not required, Lessee may leave hangar and aircraft keys with the Airport Manager for emergency use;
 - (d) Lessee will provide, install, and maintain a suitable portable fire extinguisher in the hangar; and
 - (e) Lessee will maintain the interior of the hangar in a clean and neat condition.
- (5) Lessee will bear all costs involving utilities to its hangar, *ad valorem* taxes to any extent that the same may in the future be charged in connection with the demised premises, insurance and permits for the demised premises, any cost of improvements to the demised premises, and required repairs to the interior space of the demised premises.
- (6) Lessee is prohibited from assigning this lease, and the Lessee is also prohibited from subleasing any portion of its hangar.
- (7) Lessor will not be liable for loss arising out of damage to or destruction of the hangar or its contents from any cause, except such loss as may be recoverable under Lessor's standard liability insurance policy.
- (8) It is expressly agreed that if the Lessee fails to perform or comply with any of the provision(s) of this Agreement and remains in default thereof for a period of 30 days after written notice from the Lessor calling attention to such default, the Lessor may declare this Agreement terminated and cancelled and take possession of said premises without prejudice to any other legal remedy the Lessor may have on account of such default. The said notice may be posted on the demised premises or given to the person at such time in charge of the said premises. It is specifically understood and agreed that cancellation of this Agreement by the Lessor for cause can be done at any time during the 3-year lease term specified herein after failure by the Lessee to correct an event of default as aforesaid.
- (9) Upon the expiration of the current 3-year lease term, Lessee will have first refusal to rent the hangar at a rate and for a term set in the discretion of the Asheboro City Council.
- (10) The Lessee shall not engage in general competition with the fixed base operator or other operations at the Asheboro Regional Airport. This provision is not intended to create a monopoly for the present fixed base operator and is made a part of this Agreement solely on account of the nominal rental rate charged under this Agreement.
- (11) It is understood and agreed that the purpose of this lease is to provide a place for the Lessee to conduct operations and training essential to its mission and to store, maintain, repair, and service its aircraft. Any other use to be made of the premises shall be subject to the written approval of the Asheboro Airport Authority; and it is further expressly agreed that the demised property shall not, at any time during the term of this Agreement, be used for such purpose or in such manner that the sight, sound, or traffic into or out of said premises could reasonably be considered to be objectionable or hazardous to the facilities and operations of the Asheboro Regional Airport. Parking of the Lessee's emergency medical vehicle in the hangar is permitted.

- (12) The Asheboro Airport Authority shall have the right, at reasonable times, to inspect the premises and to enforce reasonably required safety and health regulations affecting the nature of the structure and the operations therein.
- (13) The Lessee hereby agrees to conform to and abide by the Rules and Regulations of the Asheboro Airport Authority in effect at the time of the commencement of this Agreement and as the same may be amended in the future.
- (14) The Lessee does hereby promise and agree to hold harmless and indemnify the Asheboro Airport Authority and the City of Asheboro for any costs, losses, and/or damages caused by the Lessee and its guests, licensees, successors, assigns, and/or contractors arising out of or in the course of the use of the demised property. The costs and damages that fall within the scope of this hold harmless and indemnification provision include, without limitation, any and all attorneys' fees, court costs, damage awards of any kind, and any other costs or charges arising out of any litigation based, in whole or in part, on the intentional or negligent acts of the Lessee and its guests, licensees, successors, assigns, and/or contractors.
- (15) The Lessee shall be responsible for maintaining all insurance, including fire and extended coverage insurance.
- (16) Iran Divestment Act Certification: In order to comply with statutorily mandated contracting procedures that are applicable to the Lessor as a North Carolina municipal corporation, an Iran Divestment Act certification must be obtained from entities attempting to enter into contracts with the City of Asheboro. Therefore, in compliance with Section 147-86.59 of the General Statutes of North Carolina (the "General Statutes"), the Lessee hereby certifies that (i) the Lessee 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 Lessee will not utilize any contractor/subcontractor identified on the Final Divestment List to perform work on the demised premises or 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.
- (17) E-Verify Compliance Section: Section 143-133.3 of the General Statutes provides, in part, that the governing board of any political subdivision of the State of North Carolina, which would include the City Council of the City of Asheboro, North Carolina, may not enter into a contract such as this Agreement unless the contractor, which is the Lessee in this case, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The said Article 2 of Chapter 64 establishes North Carolina's E-Verify requirements for employers. For the sole and limited purpose of creating a valid contract with the City of Asheboro, the Lessee hereby represents and covenants that the Lessee and its contractors and subcontractors who may perform work on the demised premises are compliant, and will remain compliant throughout the duration of this Agreement, with the cited requirements of Article 2 of Chapter 64 of the General Statutes. The Lessee acknowledges and agrees that the City of Asheboro is relying upon this E-Verify compliance section in order to enter into this Agreement. The parties agree to this contractual provision only to the extent authorized by law. If this section of the Agreement is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to conform to Section 143-133.3 of the General Statutes.
- (18) Lessor and Lessee each acknowledge and represent that it is duly organized, validly existing, and in good standing and has the right, power, and authority to enter into this Agreement and bind itself hereto through the official set forth below as signatory for the party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Lessor:

CITY OF ASHEBORO

By: _____

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

ATTEST:

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

[EXHIBIT 1, which was referenced in the preceding hangar space lease agreement, is on file and available for inspection in the city's engineering department and in the city clerk's office.]

(b) Consideration of a recommendation from the airport authority to select W.K. Dickson & Company, Inc. to provide engineering services for airport improvements during the next 5 years.

Mr. Leonard reported to the Council that the City of Asheboro properly advertised requests for Statements of Qualifications for airport planning and engineering services, and statements were received from Avcon, Inc., Delta Airport Consultants, Inc., and W.K. Dickson & Co., Inc. All three (3) submittals were complete with outstanding qualifications and experience in the aviation field.

Additionally, Mr. Leonard reported that at its regular meeting on October 18, 2016, the Asheboro Airport Authority recommended that the Council select W.K. Dickson & Co., Inc. to provide airport planning and engineering services for the Asheboro Regional Airport's improvements for the next five (5) years. This recommendation is based on the company's specialization and experience in aviation facilities and projects similar to Asheboro Regional Airport.

Upon motion by Mr. Burks and seconded by Mr. Swiers, Council unanimously approved the selection of W.K. Dickson & Co., Inc. to provide airport planning and engineering services for the Asheboro Regional Airport's improvements for the next five (5) years. Council Members Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion.

(c) Consideration of an airport authority recommendation to investigate the use of non-primary entitlement funds to purchase 3 parcels of land.

Mr. Leonard reported that the City of Asheboro has the opportunity to purchase parcels of land that are located adjacent to city-owned property within the vicinity of the Asheboro Regional Airport along Union Church Road and Doul Mountain Road. The parcel that is located at 1480 Union Church Road consists of approximately 3.38 acres of land and is approximately 2600' off of the end of the airport's runway, while the parcel located at 2142 Doul Mountain Road consists of a 2.23 acre tract and a 2.5 acre tract.

Additionally, Mr. Leonard highlighted that the purchase of the above-referenced parcels is part of the 2014-2020 Transportation Improvement Plan (TIP). City staff along with the members of the Airport Authority recommended that the city use non-primary entitlement funding to proceed with the acquisition of the described parcels of land.

Upon motion by Mr. Burks and seconded by Mr. Moffitt, Council voted unanimously to proceed with the acquisition of the property located at 1480 Union Church Road and 2142 Doul Mountain Road. Council Members Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion. City staff will update the Council throughout the purchase process.

(d) Consideration of a resolution rejecting the sealed bids received for standing timber near the airport and authorizing a new sale process.

Mr. Leonard presented and recommended adoption, by reference, of a resolution rejecting the bids initially received for standing timber on city-owned land near the Asheboro Regional Airport and authorizing a new sale process.

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

RESOLUTION NUMBER _____ **36 RES 11-16**

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION REJECTING THE BIDS INITIALLY RECEIVED FOR STANDING TIMBER ON CITY-OWNED LAND NEAR THE ASHEBORO REGIONAL AIRPORT AND AUTHORIZING A NEW SALE PROCESS

WHEREAS, pursuant to a resolution (Resolution Number 22 RES 7-16) adopted by the City Council of the City of Asheboro, North Carolina (the "City Council") on July 14, 2016, the City Council authorized the procurement by the City of Asheboro (the "City") from Tugwell Consulting Forestry, P.A. (the "Consulting Forester") of the professional services needed to prepare and conduct a timber sale; and

WHEREAS, the standing timber to be sold is located near the Asheboro Regional Airport, and the said land (the "Airport Property") is more specifically described as follows:

Approximately 125 +/- total acres of land located southwest of Asheboro proper, south of North Carolina Highway 49 and west of Tot Hill Farm Road, with the following

Randolph County Parcel Identification Numbers and deed references to the books of record in the office of the Randolph County Register of Deeds: 7639454641 (Book 729, Page 11), 7639479760 (Book 1577, Page 970), 7639473372 (Book 1299, Page 295), 7639412973 (Book 1203, Page 1830), 7639579806 (Book 1312, Page 1930) (portion south of North Carolina Highway 49 only), 7639551008 (Book 1302, Page 1866), 7639332815 (Book 1434, Page 22), 7639229805 (Book 1434, Page 22), and 7639478044 (Book 934, Page 411); and

WHEREAS, within the Airport Property, and based upon the professional opinion and services of the Consulting Forester, three separate blocks with good access and logging conditions have been designated as the timber sale area for a clear-cut timber harvest; and

WHEREAS, with the adoption of Resolution Number 28 RES 9-16 on September 15, 2016, the City Council authorized, subject to certain restrictions for Stream Management Zones ("SMZs"), a clear-cut harvest of all merchantable timber within the above-described timber sale area; and

WHEREAS, pursuant to the City Council's instructions in Resolution Number 28 RES 9-16, this timber sale was to be conducted by means of an advertisement and sealed bid sale process designed to conform to Section 160A-268 of the North Carolina General Statutes; and

WHEREAS, in accordance with the sealed bid sale process approved by the City Council, the city clerk submitted for publication on September 25, 2016, in *The Courier-Tribune*, a newspaper having general circulation in the City of Asheboro and Randolph County, notice of the sealed bid sale process that specified, along with the terms and conditions of sale, a bid opening time and date of noon on Thursday, October 27, 2016; and

WHEREAS, because of miscommunication that occurred in spite of the good faith efforts of the parties, the bids for the above-described standing timber were mistakenly opened on Wednesday, October 26, 2016; and

WHEREAS, due to this irregularity in the sale process, all of the bids submitted in response to the sealed bid sale process authorized by Resolution Number 28 RES 9-16 must be rejected; and

WHEREAS, the City still possesses surplus standing timber that the City Council wishes to sell in a lawful, efficient, and fiscally responsible manner; and

WHEREAS, the City Council has decided to utilize the negotiated offer, advertisement, and upset bid process authorized by Section 160A-269 of the North Carolina General Statutes in an effort to obtain \$384,936.00 for the above-described standing timber;

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

Section 1. All bids received in response to the advertisement and sealed bid sale process authorized by Resolution Number 28 RES 9-16 and advertised in *The Courier-Tribune* on September 25, 2016, in accordance with Section 160A-268 of the North Carolina General Statutes, are hereby rejected.

Section 2. The City Council hereby confirms the earlier determination in Resolution Number 28 RES 9-16 that the merchantable timber in the above-described timber sale area on the Airport Property is surplus property.

Section 3. Subject to certain conditions and limitations stated and/or referenced within this Resolution, the City Council hereby authorizes the use of the negotiated offer, advertisement, and upset bid process established in Section 160A-269 of the North Carolina General Statutes to sell the merchantable timber within the designated clear-cut timber harvest area that consists of three separate blocks on the Airport Property.

Section 4. The timber sale authorized by this Resolution is a clear-cut harvest within the identified timber sale area of all merchantable timber, except within Stream Management Zones ("SMZs"). No hardwood trees measuring less than 18" across the stump, measured six inches from the ground, are to be harvested from the SMZs. All pine timber may be harvested from the SMZs. The boundaries of the SMZs have been marked with blue paint. The property/cutting lines for the timber sale area within which the clear-cut harvest is to be conducted have been identified in the field by the placement of glo-pink flagging. Furthermore, this timber sale is contingent upon the bidder unequivocally accepting and complying with the following conditions of the sale:

1. Prior to the commencement of logging operations, the successful bidder must participate in a pre-harvest meeting with the Consulting Forester and provide a performance bond in the amount of \$2,500.00.
2. All logging activities must be kept within the designated timber sale area.
3. Logging road building expense shall be the sole responsibility of the successful bidder.

4. Forestry Best Management Practices ("BMPs") must be implemented throughout the timber sale area for the entire duration of logging operations. Any soil disturbance that results in stream sedimentation must be temporarily stabilized within 10 working days after the disturbance is made. Permanent stabilization must be completed within 30 working days after logging is completed. The successful bidder is responsible for ensuring the timber sale area is in compliance with all BMPs and Forest Practices Guidelines ("FPGs") at the conclusion of the logging operations.
5. The location of logging roads must be approved in advance by the Consulting Forester, and these roads must be constructed and maintained according to BMPs. Stream crossings must be approved in advance by the Consulting Forester, and such crossings must be constructed and maintained in compliance with BMPs. Bridge timbers are the preferred method for crossing SMZs. Access roads shall be repaired by the successful bidder to original condition, ordinary wear and tear excepted, after the completion of logging operations.
6. Trees left in the SMZs must be protected from excessive injury.
7. Glo-pink flagged property/cutting-line trees and blue painted SMZ boundary trees are not included in the sale area and are not to be harvested.
8. All cutting rights revert to the City as landowner after the timber is harvested. No firewood or stump harvesting is allowed.
9. The time limit for the completion of this harvest is 30 months, and the timber deed will expire 30 months from the date of the closing of the transaction. Time is of the essence.
10. No timber volumes published by the City or its officials, employees, contractors, agents, or representatives, specifically including without limitation the Consulting Forester, are guaranteed.

Section 5. The city manager and any other necessary city officials are hereby authorized to take all lawful and cost effective measures needed to procure a negotiated offer for the said surplus standing timber that strictly complies with the terms and conditions specified herein and that is in the amount of \$384,936.00.

Section 6. Upon receipt by the city clerk of such an offer, which must be submitted on a form approved by the city attorney along with a 5% bid deposit (\$19,246.80) in cash or in the form of a certified check or cashier's check payable to the City, the clerk will publish notice of the offer in accordance with Section 160A-269 of the North Carolina General Statutes.

Section 7. Persons or entities wishing to upset the offer must 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 referenced in Section 6 of this Resolution 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 approved by the city attorney and available for distribution to potential bidders in the city clerk's office.

Section 8. If no qualifying upset bid is received, the offer of \$384,936.00 shall be deemed to be accepted by the City Council pursuant to Section 8 of this Resolution, and the appropriate City officials shall execute the instruments necessary to conclude the timber sale in accordance with the terms and conditions stated herein.

Section 9. 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 standing timber 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 10. A qualifying upset bid is a properly delivered bid that raises the offer subject to upset 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 offer.

Section 11. The negotiated offer and any qualifying upset bid must be submitted with a bid deposit in the amount of 5% of the offer/bid. Such a deposit must be hand delivered to the city clerk in the form of either cash or in the form of a certified check or cashier's check payable to the City of Asheboro. 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 bid deposit of a successful bidder will be returned at the closing facilitated by the Consulting Forester.

Section 12. The City Council reserves the right to reject any and all offers/bids.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 10th day of November, 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) Update on current airport projects.

Mr. Leonard reported that the Apron Rehabilitation project has been completed, and that the renovations on the existing terminal building are anticipated to be completed soon. Additionally, Mr. Leonard invited the Council Members to a ribbon cutting ceremony that is scheduled for Saturday, December 3, 2016 at 11:00 a.m. for renovation of the terminal building.

(f) A request by Journey Church of the Piedmont, Inc. for the city to annex church-owned land at 1801 and 1827 South Fayetteville Street.

(i) Consideration of a resolution authorizing the investigation and potential certification of the petition requesting annexation.

Mr. Leonard presented and recommended adoption, by reference, of a resolution directing the city clerk to investigate the sufficiency of an annexation petition submitted by Journey Church of the Piedmont, Inc.

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

RESOLUTION NUMBER 37 RES 11-16

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE THE SUFFICIENCY OF AN ANNEXATION PETITION SUBMITTED BY JOURNEY CHURCH OF THE PIEDMONT, INC.

WHEREAS, Journey Church of the Piedmont, Inc. (hereinafter referred to as the "Petitioner") has submitted a petition requesting the annexation of the church's two adjoining parcels of land at 1801 and 1827 South Fayetteville Street into Asheboro's primary corporate limits, these parcels of land are more specifically identified by Randolph County Parcel Identification Numbers 7750734715 and 7750733691; and

WHEREAS, the territory for which annexation is requested is contiguous with the existing primary corporate limits of the City of Asheboro; and

WHEREAS, Section 160A-31 of the North Carolina General Statutes provides that the sufficiency of the petition shall be investigated by the city clerk before further annexation proceedings may take place; and

WHEREAS, in response to this petition, the Asheboro City Council has decided to proceed with the statutorily prescribed voluntary annexation process;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that the city clerk is directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the city's governing board the results of her investigation.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 10th day of November, 2016.

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

ATTEST:

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

With the adoption of the above-stated Resolution, the following certificate provided the basis for further action by the Council:

CERTIFICATE OF SUFFICIENCY

(Annexation Petition Received from Journey Church of the Piedmont, Inc.)

TO: The City Council of the City of Asheboro, North Carolina

I, Holly H. Doerr, CMC, NCCMC, City Clerk for the City of Asheboro, North Carolina, do hereby certify that, with the assistance of staff members in various city departments, I have investigated the petition submitted by Journey Church of the Piedmont, Inc. requesting annexation of the church's two adjoining parcels of land at 1801 and 1827 South Fayetteville Street into the primary corporate limits of the City of Asheboro. These parcels of land are more specifically identified by Randolph County Parcel Identification Numbers 7750734715 and 7750733691.

On the basis of the evidence obtained during the course of my investigation, I have concluded that the owners of the real property lying in the area for which annexation has been requested have signed the prescribed petition. The petition appears to be sufficient to satisfy the provisions of Section 160A-31 of the North Carolina General Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Asheboro, North Carolina in order to make this certification effective as of the 10th day of November, 2016.

(CITY SEAL)

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

(ii) Consideration of a resolution setting the date for a public hearing on the petition requesting annexation.

As a consequence of the receipt of written certification from the city clerk as to the sufficiency of said annexation petition, Mr. Leonard presented and recommended adoption, by reference, of a resolution setting the date for a public hearing on the question of annexation.

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

RESOLUTION NUMBER 38 RES 11-16

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE QUESTION OF THE REQUESTED ANNEXATION OF LAND OWNED BY JOURNEY CHURCH OF THE PIEDMONT, INC.

WHEREAS, Journey Church of the Piedmont, Inc. (the "Petitioner") has properly submitted a petition requesting the annexation by the city of two adjoining parcels of land at 1801 and 1827 South Fayetteville Street that are more specifically identified by Randolph County Parcel Identification Numbers 7750734715 and 7750733691; and

WHEREAS, the Asheboro City Council directed, by resolution, the city clerk to investigate the sufficiency of the annexation petition submitted by the Petitioner; and

WHEREAS, on the basis of information gathered by city staff members during an investigation of the submitted petition, the city clerk certified the sufficiency of the petition as a basis for proceeding with setting the date for a public hearing on the question of annexation pursuant to Section 160A-31 of the North Carolina General Statutes;

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

Section 1. A public hearing on the question of annexing the area described herein will be held in the Council Chamber of Asheboro City Hall, which is located at 146 North Church Street, Asheboro, North Carolina 27203, during a regular meeting of the city council that will begin at 7:00 o'clock p.m. on the 8th day of December, 2016.

Section 2. The area proposed for annexation is described by metes and bounds as follows:
Asheboro Township, Randolph County, North Carolina:

BEGINNING on the existing primary city limits line for the City of Asheboro at a new railroad spike set flush with the ground at the intersection of the eastern margin of the 70-foot public right-of-way for South Fayetteville Street with the southern margin of the 40-foot public right-of-way for Foster Street; thence from the said beginning point following the existing primary city limits South 70 degrees 01 minute 10 seconds East 416.45 feet along the northern boundary line for the Journey Church of the Piedmont, Inc. property shown as Tract 1 on a plat of survey recorded in Plat Book 148, Page 70, Randolph County Registry (this tract of land for which annexation into the City of Asheboro is sought by Journey Church of the Piedmont, Inc. shall be hereinafter referred to as the "Annexation Tract") to a 3/4" existing iron pipe that is 12" tall at the northeast corner of the Annexation Tract; thence departing from the existing primary city limits line and the northern boundary line of the Annexation Tract by proceeding along the eastern boundary line of the Annexation Tract, which is also the proposed new primary city limits line for the City of Asheboro, the following courses and distances: South 03 degrees 19 minutes 07 seconds East 149.99 feet to a 3/4" existing iron pipe that is flush with the ground; thence South 03 degrees 16 minutes 11 seconds East 85.85 feet to a 3/4" existing iron pipe that is 3" tall; thence South 03 degrees 16 minutes 11 seconds East 64.14 feet to a 3/4" existing iron pipe control corner that is flush with the ground at the southeast corner of the Annexation Tract; thence departing from the eastern boundary line for the Annexation Tract and following the proposed new primary city limits line for the City of Asheboro North 84 degrees 41 minutes 56 seconds West 560.39 feet along the southern boundary line for the Annexation Tract to a 3/4" existing iron pipe control corner that is 4" deep in the eastern margin of the public right-of-way for South Fayetteville Street; thence continuing to follow the proposed new primary city limits line across the 70-foot public right-of-way for South Fayetteville Street the following courses and distances: North 84 degrees 41 minutes 56 seconds West 11.40 feet to a 1/2" existing iron rod that is 2" deep; thence North 69 degrees 02 minutes 33 seconds West 59.02 feet to a computed point in the western margin of the public right-of-way for South Fayetteville Street, which is also the location of the existing primary city limits line for the City of Asheboro; thence departing from the proposed new primary city limits line and following the existing primary city limits line North 20 degrees 57 minutes 27 seconds East 420.53 feet along the western margin of the public right-of-way for South Fayetteville Street to a computed point; thence departing from the western margin of the said public right-of-way and following the existing primary city limits line by crossing the 70-foot public right-of-way along the following courses and distances: South 69 degrees 02 minutes 33 seconds East 58.55 feet to a new mag nail; thence South 70 degrees 01 minute 10 seconds East 11.45 feet to the point and place of BEGINNING, and containing 4.58 acres of land, more or less, to be annexed.

The above-listed description is in accordance with a plat of survey identified as job number 160020 and titled "ANNEXATION PLAT FOR: JOURNEY CHURCH OF THE PIEDMONT, INC. TRACT 1." The said plat was drawn under the supervision of John W. Willis, Jr., Professional Land Surveyor with Registration Number L-4522.

Section 3. Notice of the public hearing shall be published in *The Courier-Tribune*, a newspaper having general circulation in the City of Asheboro, at least ten (10) days prior to the date of the public hearing.

This Resolution was adopted in open session during a regular meeting of the Asheboro City Council that was held on the 10th day of November, 2016.

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

ATTEST:

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

8. Discussion of potential changes in the council's meeting schedule for 2017.

Mayor Smith presented a list of potential dates for city council meetings for 2017. The list reviewed by the Council Members provided the following information:

PRELIMINARY INFORMATION FOR DISCUSSION
Asheboro City Council Regular Meetings for 2017

<u>Month</u>	<u>Meeting Date</u>
January	5th (New Year's Holiday – Jan. 12th)
February	9th
March	9th
April	6th
May	4th
June	8th
July	6th (4th of July Holiday – July 13th)
August	10th
September	7th (Labor Day Holiday – Sept. 14th)
October	5th
November	9th
December	7th

Since no one expressed any conflicts with the schedule, a general consensus of the Council was for city staff to draft an ordinance setting the council's meeting schedule for 2017. Said ordinance will be presented to the Council for consideration at the regular December meeting.

9. Upcoming events:

Mayor Smith announced the following upcoming events:

- Thursday, November 10, 2016 at 4:30 p.m. – Veterans Meet and Greet at the Randolph/Asheboro YMCA.
- Friday, November 11, 2016 at 12:00 p.m. – Field of Honor Opening Ceremony and Fly Over at South Asheboro Middle School sponsored by the Asheboro/Randolph Chamber of Commerce.
- Friday, November 11, 2016 at 4:00 p.m. – Veterans Day Parade in Downtown Asheboro sponsored by the Randolph County Veterans Council.
- Saturday, November 12, 2016 at 10:00 a.m. – Local historian Ricky Allred will lead a historical walk in the Old City Cemetery.
- Sunday, November 13, 2016 at 3:00 p.m. – Field of Honor Closing Ceremony at South Asheboro Middle School.
- Friday, November 18, 2016 at 3:00 p.m. – Ground Breaking Ceremony for the George Washington Carver Community Enrichment Center.
- Friday, December 2, 2016 at 7:00 p.m. – Asheboro/Randolph Chamber of Commerce Christmas Parade in Downtown Asheboro.
- Saturday, December 3, 2016 at 11:00 a.m. – Ribbon Cutting and Open House for the renovated Terminal at Asheboro Regional Airport.
- Tuesday, December 6, 2016 at 6:00 p.m. – Asheboro Housing Authority annual Christmas Dinner.
- Thursday, December 8, 2016 at 7:00 p.m. – Regular December City Council meeting.
- Friday, December 9, 2016 at 6:00 p.m. – Christmas on Sunset sponsored by the Asheboro/Randolph Chamber of Commerce.
- Thursday, December 15, 2016 at 5:30 p.m. – Asheboro/Randolph Chamber of Commerce Christmas Business After Hours at the Exchange.
- Thursday, December 15, 2016 – Asheboro Fire Department Christmas Party.
- Friday, December 16, 2016 – Asheboro Police Department Christmas Party.

There being no further business, the meeting was adjourned at 8:18 p.m.

Holly H. Doerr, CMC, NCCMC, City Clerk

David H. Smith, Mayor

Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on October 3, 2016

The Asheboro ABC Board met on October 3, 2016, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC.

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

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

The Board recognized guests from the Asheboro Shelter of Hope. Paulette Handy, Executive Director, made a presentation concerning the Asheboro Shelter of Hope's current activities and goals as they relate to alcohol and drug education and rehabilitation.

The Board reviewed and there being no objection, approved the Amended Minutes of the August 1, 2016, Board meeting and the Minutes of the September 6, 2016, Board meeting.

Steve Knight and the GM reviewed Board finances and reported all finances remain consistent (sales and expenses).

The GM contacted the Board's auditor concerning possible errors in the FY 2015-16 annual audit. The auditor advised errors were data entry errors and did not affect the overall financial review; however, he made corrections to the document and has presented a corrected copy.

The GM spoke with the Asheboro City Attorney and discussed finalizing the proposed ABC Law Enforcement Contract with the city. After reviewing details of the discussion with the Board, the GM presented a proposed ABC Law Enforcement Contract for the Board's consideration. Upon motion by Steve Knight, the Board approved entering into the contract.

The approved FY 2016-17 Asheboro ABC Board Budget included funding up to 5% for merit pay increases. The GM is eligible for a merit increase during the month of October. After discussion, the Chair moved the GM be given a 5% increase. The motion was approved by the Board.

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

1. Asheboro ABC sales statistics comparing:
 - September 2016 sales with the previous month indicate:
 - An overall +1.2% change (all sales and tax collections)

- September 2016 sales with sales from the same month last year indicate:
 - Retail Sales +7.5% (\$234,519.00)
 - Mixed Beverage Sales: +3.3% (\$28,652.65)
 - Sales Tax Collections: +6.5% (\$16,434.36)
 - Overall Collections: + 7.03% (\$279,606.01)

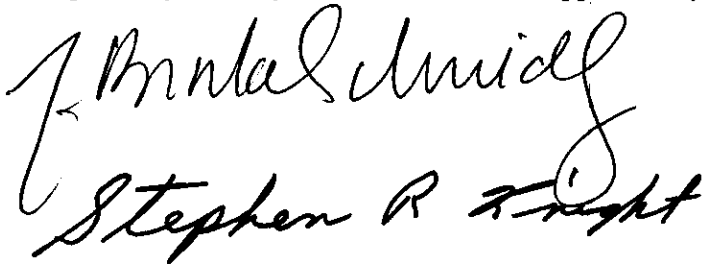
- September 2016 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: +6.4%
 - Mixed Beverage Bottle Sales: -4.9%
 - Overall Bottle Sales: +5.7%

The next regular Asheboro ABC Board meeting will be held Monday, November 7, 2016, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board 11-7-16


GM


Stephen R. Knight

ORDINANCE NUMBER _____**CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA****AN ORDINANCE SETTING THE DATES FOR REGULAR MEETINGS OF
THE ASHEBORO CITY COUNCIL DURING THE
2017 CALENDAR YEAR**

WHEREAS, Section 31.04(A) of the Code of Asheboro provides that the “City Council shall hold a regular meeting on Thursday after the first Monday of each month;” and

WHEREAS, in an effort to avoid reasonably foreseeable scheduling conflicts with the New Year’s Day, Independence Day, and Labor Day holidays, the Asheboro City Council has decided to reschedule its regular meetings in January, July, and September of the 2017 calendar year;

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

Section 1. The regular meeting of the Asheboro City Council in January 2017 shall be held in the Council Chamber at Asheboro City Hall, with a beginning time of 7:00 p.m., on the 12th day of January, 2017.

Section 2. The regular meeting of the Asheboro City Council in July 2017 shall be held in the Council Chamber at Asheboro City Hall, with a beginning time of 7:00 p.m., on the 13th day of July, 2017.

Section 3. The regular meeting of the Asheboro City Council in September 2017 shall be held in the Council Chamber at Asheboro City Hall, with a beginning time of 7:00 p.m., on the 14th day of September, 2017.

Section 4. For purposes of clarity, the schedule is as follows for regular meetings of the Asheboro City Council during the 2017 calendar year:

<u>Month</u>	<u>Meeting Date</u>
January	12 th
February	9 th
March	9 th
April	6 th

May	4 th
June	8 th
July	13 th
August	10 th
September	14 th
October	5 th
November	9 th
December	7 th

Section 5. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed to the extent that such ordinances conflict with the intent of the Asheboro City Council to hold its regular meetings in accordance with the schedule found in Section 4 of this Ordinance. With the exception of rescheduling the Asheboro City Council's regular meetings in January, July, and September of 2017, the provisions of Section 31.04 of the Code of Asheboro remain in full force and effect.

Section 6. This Ordinance shall become effective upon adoption and shall sunset at midnight on December 31, 2017.

This Ordinance was adopted in open session during a regular meeting of the Asheboro City Council held on the 8th day of December, 2016.

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

ATTEST:

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

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION AWARDING A FIRE HELMET TO A RETIRING
OFFICER OF THE ASHEBORO FIRE DEPARTMENT**

WHEREAS, after rendering honorable and valuable service to the City of Asheboro and its citizens since the date of his initial employment with the Asheboro Fire Department on September 1, 1993, Deputy Fire Chief Max S. Hooker began his retirement from employment with the City of Asheboro on December 1, 2016; and

WHEREAS, pursuant to and in accordance with Section 160A-294.1 of the North Carolina General Statutes, the Asheboro City Council wishes to recognize and honor Deputy Fire Chief Hooker for his dedicated service to the city by awarding to him, at a minimal monetary cost, the fire helmet assigned to the deputy fire chief for use in the performance of his duties;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina that, in consideration and recognition of his dedicated service to the City of Asheboro, Max S. Hooker is to be awarded ownership of the fire helmet issued to him for the performance of his duties; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro, North Carolina that, as part of its recognition of the dedicated public service rendered over the course of his career by retired Deputy Fire Chief Hooker, the council is exercising its statutory authority to set a price for the retired deputy fire chief's helmet at less than fair market value and hereby directs city staff to convey the helmet to Max S. Hooker for a purchase price of one dollar (\$1.00).

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 8th day of December, 2016.

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

ATTEST:

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



**RZ-16-14: Request to rezone from R10 (Medium-Density Residential) and B2
(General Commercial) to B2**

(153 and 175 NC Hwy. 49 South)

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**
 -14

Date 11-7-2016

Applicant Billy E.

Legal Description Loflin

The properties of Select Homes, Inc. located at 153 and 175 NC 49 South, totaling approximately 0.95 acres +/- of 2.78 acres +/-, more specifically identified by Randolph County Parcel Identification Nos. 7750151017 and 7750152180.

Requested Action Rezone approximately 0.95 acres +/- of property from the R10 (Medium-Density Residential) and B2 (General Commercial) district to B2 on entire two parcels (see legal description above).

Existing Zone R10 (Medium-Density Residential)/B2 (General

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-16-14

Date 11/7/2016 PB

12/8/2016 CC

General Information

Applicant Billy E. Loflin

Address 175 NC Hwy. 49 South

City Asheboro NC 27205

Phone 336-362-1891

Location 153 and 175 NC Hwy. 49 South

Requested Action Rezone from R10 (Medium-Density Residential)to B2 (General Commercial)

Existing Zone R10/B2

Existing Land Use Mobile (Modular) Home Sales Lot

Size 0.95 acres +/- of 2.78 acres +/-

Pin # 7750151017 and 7750152180

Applicant's Reasons as stated on application

In order to make a viable piece of commercial real estate, as the new 4-way stop sign creates a commercial zone at Mack Rd. and Hwy. 49 S. Plan calls for the entire plot (2.04 acres) to be B-2 commercial. Historically used as a commercial site. The new 49S/Mack Rd. four way stop creates a more permanent commercial intersection.

Surrounding Land Use

North Commercial/NCDOT Right-of-way

East Commercial

South Dwelling, Multiple Family (Elderly)

West Commercial

Zoning History No rezoning history. See #5 below for general history of property.

Legal Description

The properties of Select Homes, Inc. located at 153 and 175 NC 49 South, totaling approximately 0.95 acres +/- of 2.78 acres +/-, more specifically identified by Randolph County Parcel Identification Nos. 7750151017 and 7750152180. Staff Note: Rezoning request includes 0.95 acres +/- of property not currently zoned B2.

Analysis

1. The property is inside the city limits. All city services are available.
2. NC Hwy. 49 South is a state-maintained major thoroughfare at this location. Mack Road is considered a minor thoroughfare at this location.
3. Mack Road is being extended from NC 49 to US Hwy. 64 West. Along with this extension, a traffic signal has been installed at the intersection of Mack Road and NC Hwy. 49 South and driveway locations near the intersection are being realigned for improved safety and mobility. This work is currently being finalized.
4. A portion of the properties are currently zoned B2 (General Commercial).
5. The current use (mobile home (which also includes modular homes) sales lot) was also permitted for a display home. At the time the zoning compliance permit for the use on this portion of the property was permitted (1995), the display home was permitted on the portion of the property zoned R10.
6. The B2 district is characterized by the Zoning Ordinance Statement of intent as "intended to serve the convenience goods, shoppers goods retail and service needs of the motoring public, both local and transient. This district should always be located with access directly to minor thoroughfares or higher classification streets, but never local residential streets."

Rezoning Staff Report

RZ Case # RZ-16-14

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 Southwest
Growth Strategy Map Designation Primary Growth

LDP Goals/Policies Which Support Request

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

Checklist Item 3: The property on which the rezoning district is proposed fits the description of the Zoning Ordinance. (*Article 200, Section 210, Schedule of Statements of Intent*)

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-16-14

Page 3

LDP Goals/Policies Which Do Not Support Request

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

Along with the commercial designation of the property by the Land Development Plan (LDP) and the commercial history of the property and adjoining properties at this key intersection, this request is consistent with the Land Development Plan's Southwest Small area plan. The small area plan identifies the need to accommodate existing and some limited commercial development along NC Hwy. 49 South. Along with access to city services (water, sewer), intersection improvements that are currently being completed to improve traffic flow in the area further make the intersection more feasible for commercial use.

The zoning ordinance statement of intent describing where B2 zoning should be designated also fits the specific context of this property being located at the intersection of a major and minor thoroughfare.

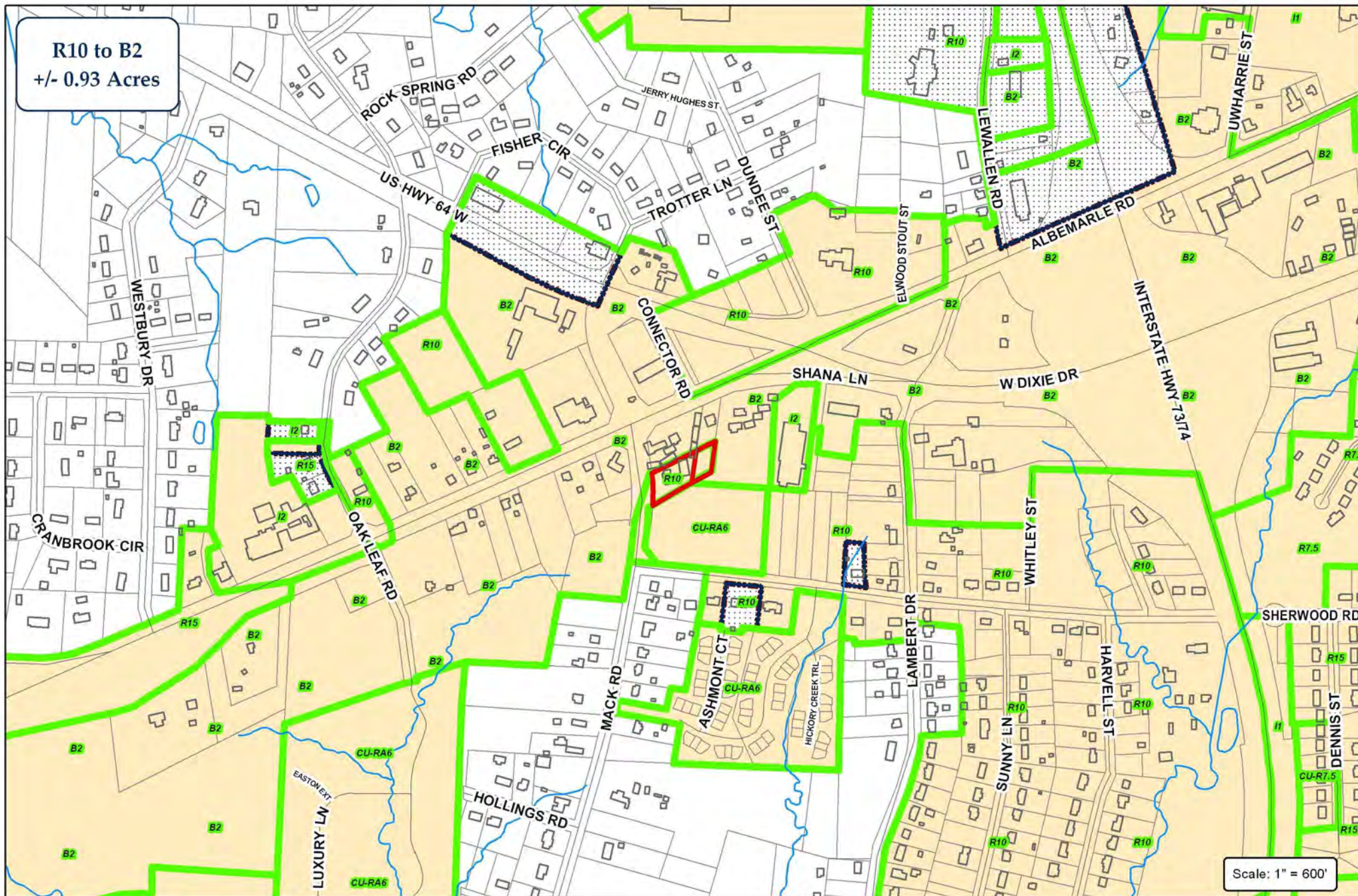
The property's location outside of flood hazard, watershed, or areas of steep slopes also help make the B2 Commercial B2 designation suitable.

Given these factors, staff believes that the request is consistent with the adopted LDP, and is therefore reasonable and in the public interest.

Recommendation

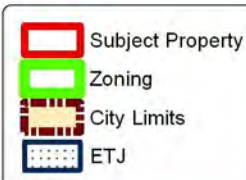
In light of the above analysis, staff's recommendation is to approve the request.

R10 to B2
+/- 0.93 Acres



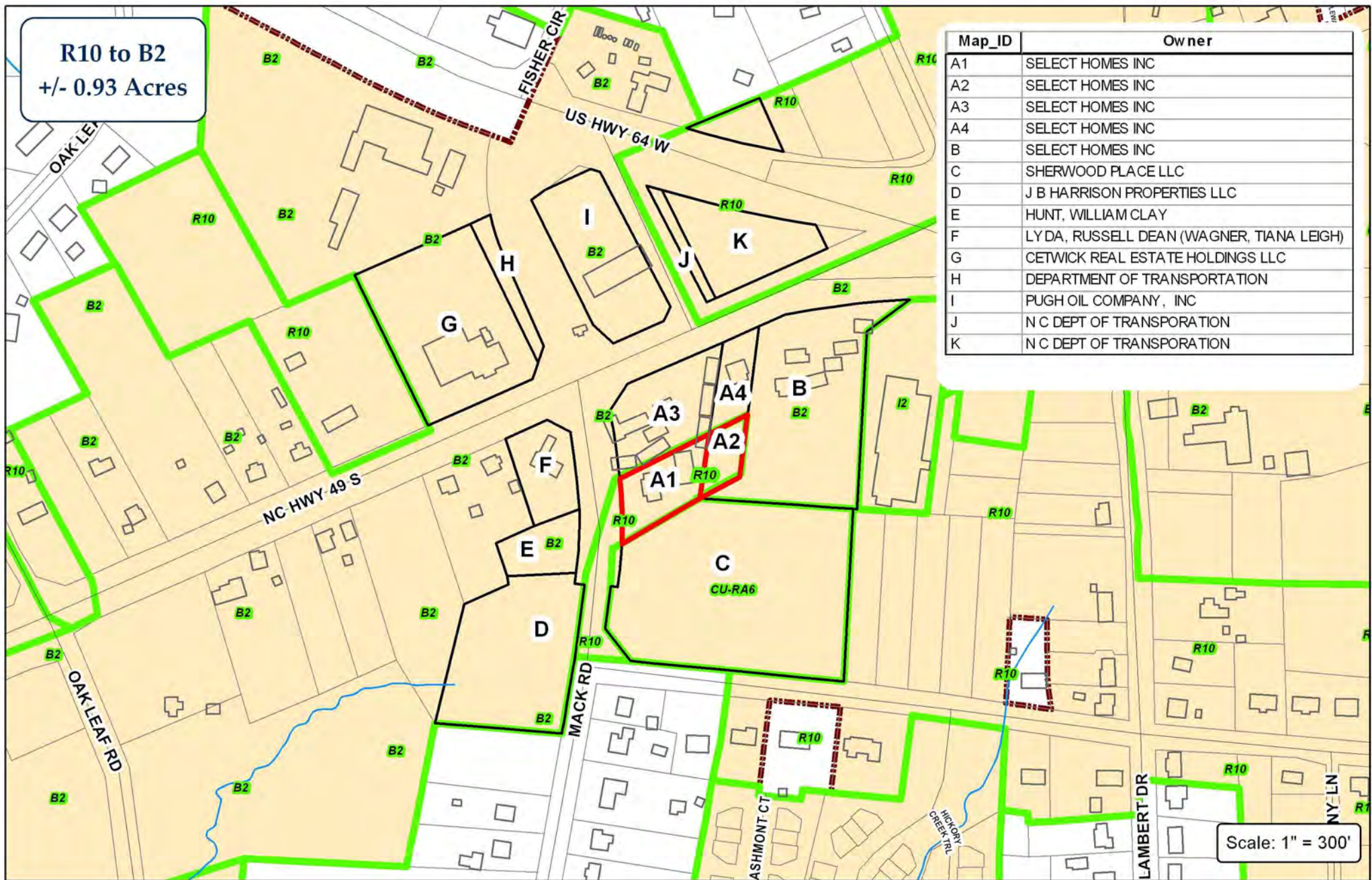
City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-16-14

Parcel: 7750151017 & 7750152180



R10 to B2
+/- 0.93 Acres

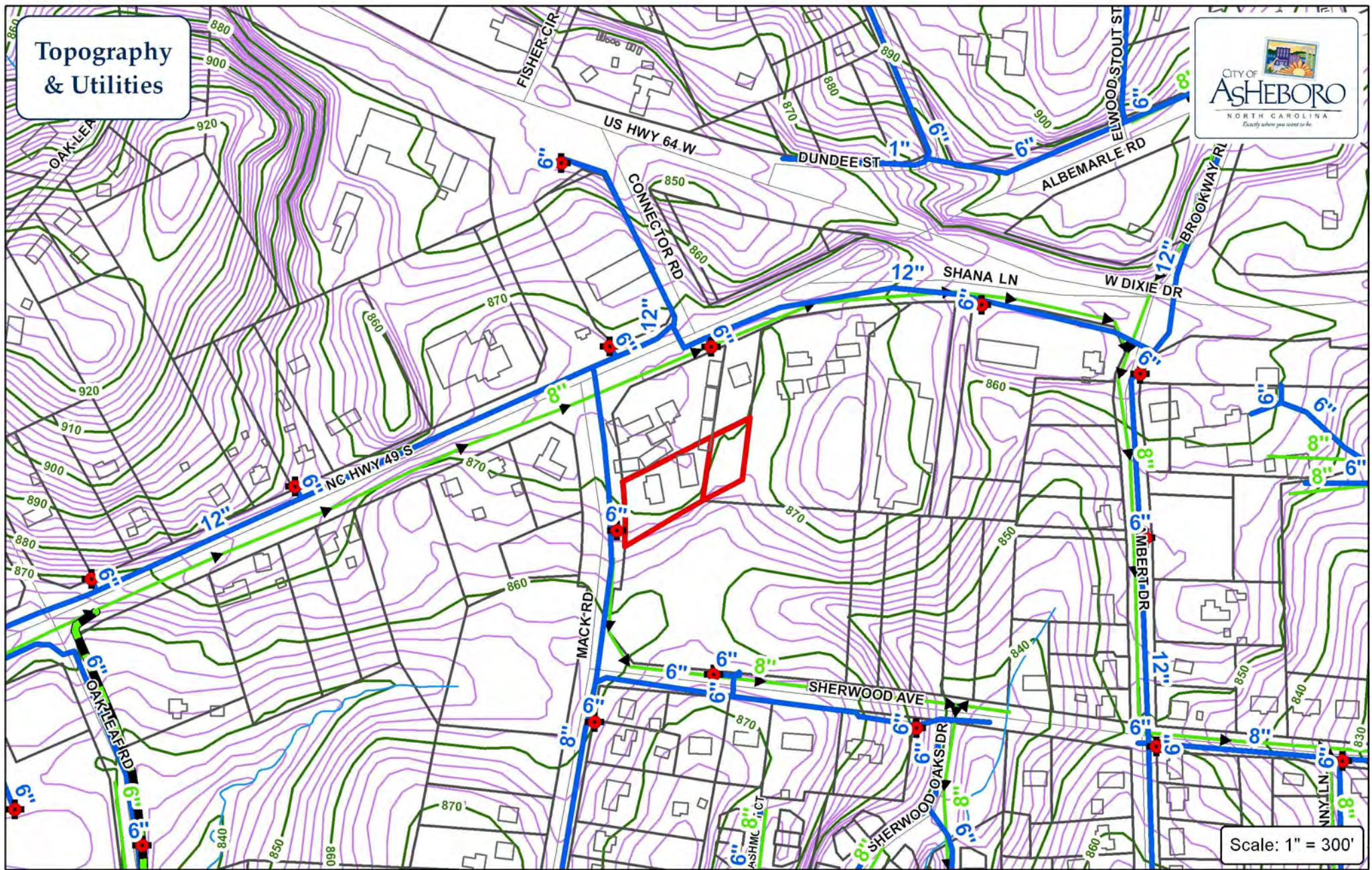
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A2	SELECT HOMES INC
A3	SELECT HOMES INC
A4	SELECT HOMES INC
B	SELECT HOMES INC
C	SHERWOOD PLACE LLC
D	J B HARRISON PROPERTIES LLC
E	HUNT, WILLIAM CLAY
F	LY DA, RUSSELL DEAN (WAGNER, TIANA LEIGH)
G	CETWICK REAL ESTATE HOLDINGS LLC
H	DEPARTMENT OF TRANSPORTATION
I	PUGH OIL COMPANY, INC
J	N C DEPT OF TRANSPORTATION
K	N C DEPT OF TRANSPORTATION



City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-16-14
Parcel: 7750151017 & 7750152180



Topography & Utilities



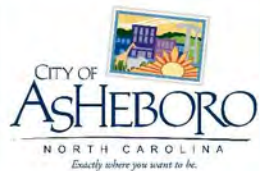
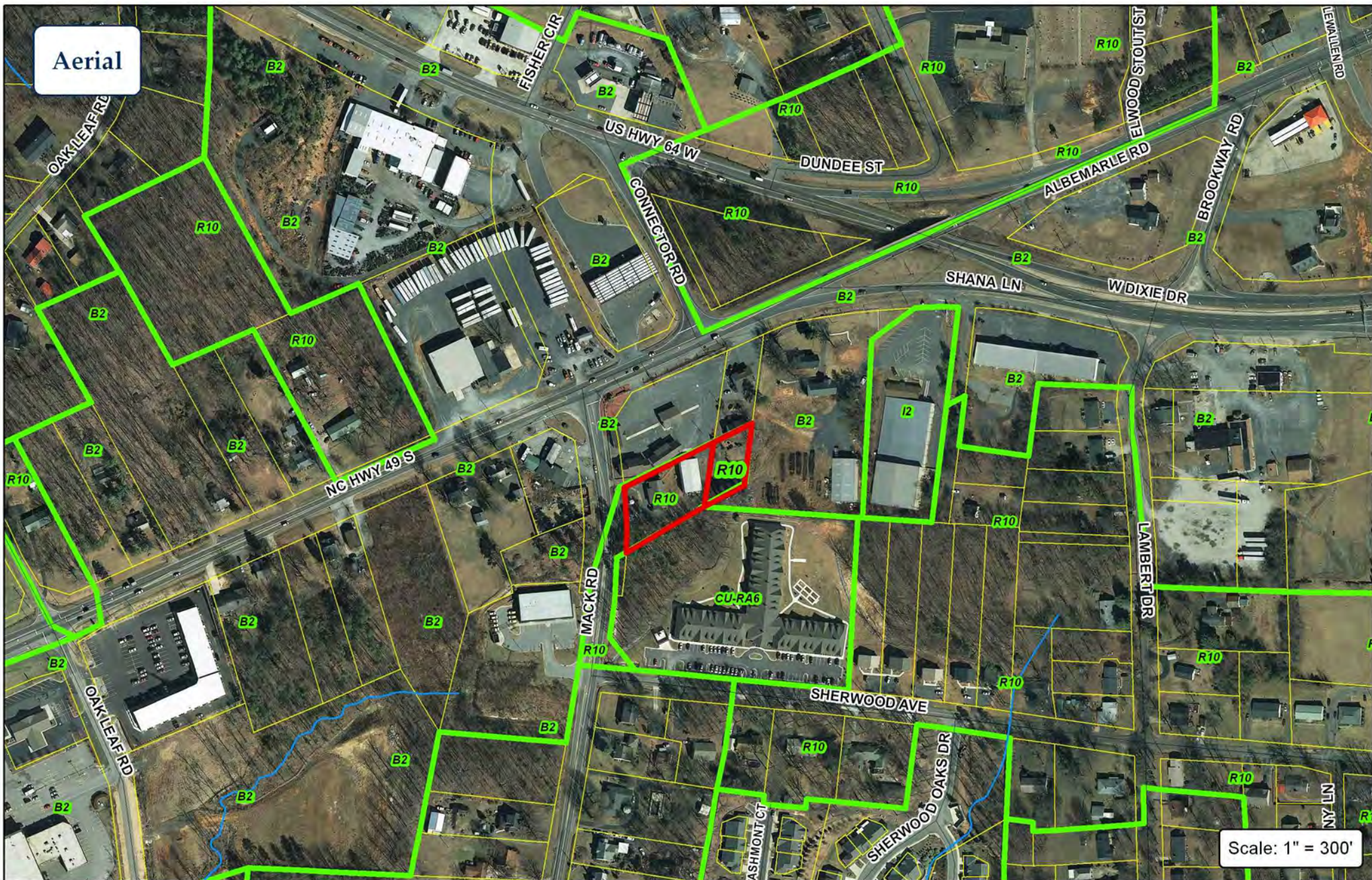
Scale: 1" = 300'

-  Water Main
-  Sewer Main
-  Force Main
-  Fire Hydrant
-  Pump Station

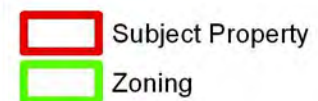
City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-16-14
Parcel: 7750151017 & 7750152180

 Subject Property





City of Asheboro
 Planning & Zoning Department
 Rezoning Case: RZ-16-14
 Parcel: 7750151017 & 7750152180





RZ-16-15: Request to rezone from I2 (General Industrial) and B3 (Central Commercial) to B3

(133 and 139 South Church Street)

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**
 -15

Date 11-7-2016

Applicant Jerry Neal and Dustie Gregson

Legal Description

The property of VSR, LLC, located at 133 S. Church St. and more specifically identified by Randolph Co. PIN #7751726479 and Table Bakery LLC, located at 139 S. Church St, more specifically identified by Randolph Co. PIN# 7751725531. Both parcels total approximately 1.23 acres +/-.

Requested Action Rezone approximately 1.12 acres +/- of property from the I2 (General Industrial) district to the B3 (Central Commercial) zoning district on entire two parcels (see legal description above).

Existing Zone I2 (General Industrial)/B3 (Central

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-16-15

Date 11/7/2016 PB

12/8/2016 CC

General Information

Applicant VSR, LLC Jerry Neal and Dustie Gregson

Address 4212 Beckerdite Rd.

City Sophia NC 27350

Phone 336-804-0048

Location 133 South Church Street and 139 South Church Street

Requested Action Rezone from I2 (General Industrial) and B3 (Central Commercial) to B3 (Central Commercial)

Existing Zone I2/B3

Existing Land Use Vacant Manufacturing/Eating establishment

Size 1.12 acres +/- of 1.23 acres +/- total

Pin # 7751726479 and 7751725531

Applicant's Reasons as stated on application

Rezoning from I2 to B3 allows for renovation to meet the needs of the community since industry has moved out and B3 allows us to line up with the vision of the downtown development. The LDP promotes and encourages this area to be an "activity center" for downtown Asheboro. Rezoning to a B3 allows that plan to materialize. Most of the industrial uses of the surrounding buildings have moved out. This allows for restoring these structures to be used for retail and hospitality and building on the LDP to make downtown a "city center" of activity.

Surrounding Land Use

North Central Business District

East Railroad/Bicentennial Park

South Dwelling-Multiple Family Units

West Asheboro Farmers Market/Commercial

Zoning History 4-2012: A portion of the property at 139 South Church Street (Parcel #7751725531) was rezoned from I2 to B3 (Case No. RZ-12-03)

Legal Description

The property of VSR, LLC, located at 133 S. Church St. and more specifically identified by Randolph Co. PIN #7751726479 and Table Bakery LLC, located at 139 S. Church St, more specifically identified by Randolph Co. PIN# 7751725531. Both parcels total approximately 1.23 acres +/- . Staff Note: Rezoning request includes 1.12 acres +/- of property not currently zoned B3.

Analysis

1. The property is inside the city limits. All city services are available.
2. South Church Street is a state-maintained minor thoroughfare at this location.
3. The property is located within Tier 1 (Central Business Planning Area) of the Center City Planning Area. Tier 1 is described by the zoning ordinance as "established to strengthen Asheboro's Center City Planning Area by incorporating a mix of commercial, office, institutional, residential and public open space uses".
4. The previous use of 133 S. Church Street was manufacturing, processing, and assembly- heavy and warehousing. This existing structure has been vacant since 1998.
5. The existing use of 139 S. Church St. is an eating establishment. Additional property that was acquired and recombined with this parcel after the original tract was rezoned B3 in 2012 is part of this rezoning request. This additional property is currently zoned I2.
6. The B3 Central Commercial District is intended to be applied to the traditional commercial, governmental, administrative and service core of Asheboro, commonly known as the Central Business District (Zoning Ordinance, Sec. 210). It is also distinct from other commercial districts by requiring no off-street parking.
7. Both 133 S. Church St. and 139 S. Church St. are on the National Register of Historic Places.
8. Adaptive reuse of formerly industrial properties for commercial and residential uses has occurred in the area in recent years.

Rezoning Staff Report

RZ Case # RZ-16-15

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 City Activity Center

Small Area Plan Central

Growth Strategy Map Designation Primary Growth

LDP Goals/Policies Which Support Request

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

Checklist Item 3: The property on which the rezoning district is proposed fits the description of the Zoning Ordinance. (*Article 200, Section 210, Schedule of Statements of Intent*)

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 Item 8: The request is an adaptive reuse of a vacant or unused lot.

Checklist Item 10: Rezoning is consistent with Land Category Descriptions

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%.

Goal 2.2: Development that is located in appropriate locations

Rezoning Staff Report

RZ Case # RZ-16-15

Page 3

LDP Goals/Policies Which Do Not Support Request

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

The property is part of the City Activity Center, which is described by the Land Development Plan (LDP) as "the historic core of community life in Asheboro." This description further states that the City Activity Center "incorporates a mix of commercial, office, institutional, residential, and public open space uses." Uses permitted in the B3 district generally fit this description, and are likely more compatible with the City Activity Center designation than some uses permitted by the current I2 industrial zoning. The Central Small Area Plan also emphasizes the importance of the preservation/revitalization of the City Center as a key issue.

The Land Development Plan and other efforts also encourage adaptive reuse of properties, and adaptive reuse of surrounding properties has changed the character of the immediate area from industrial in nature to a mix of uses described by the City Activity Center designation.

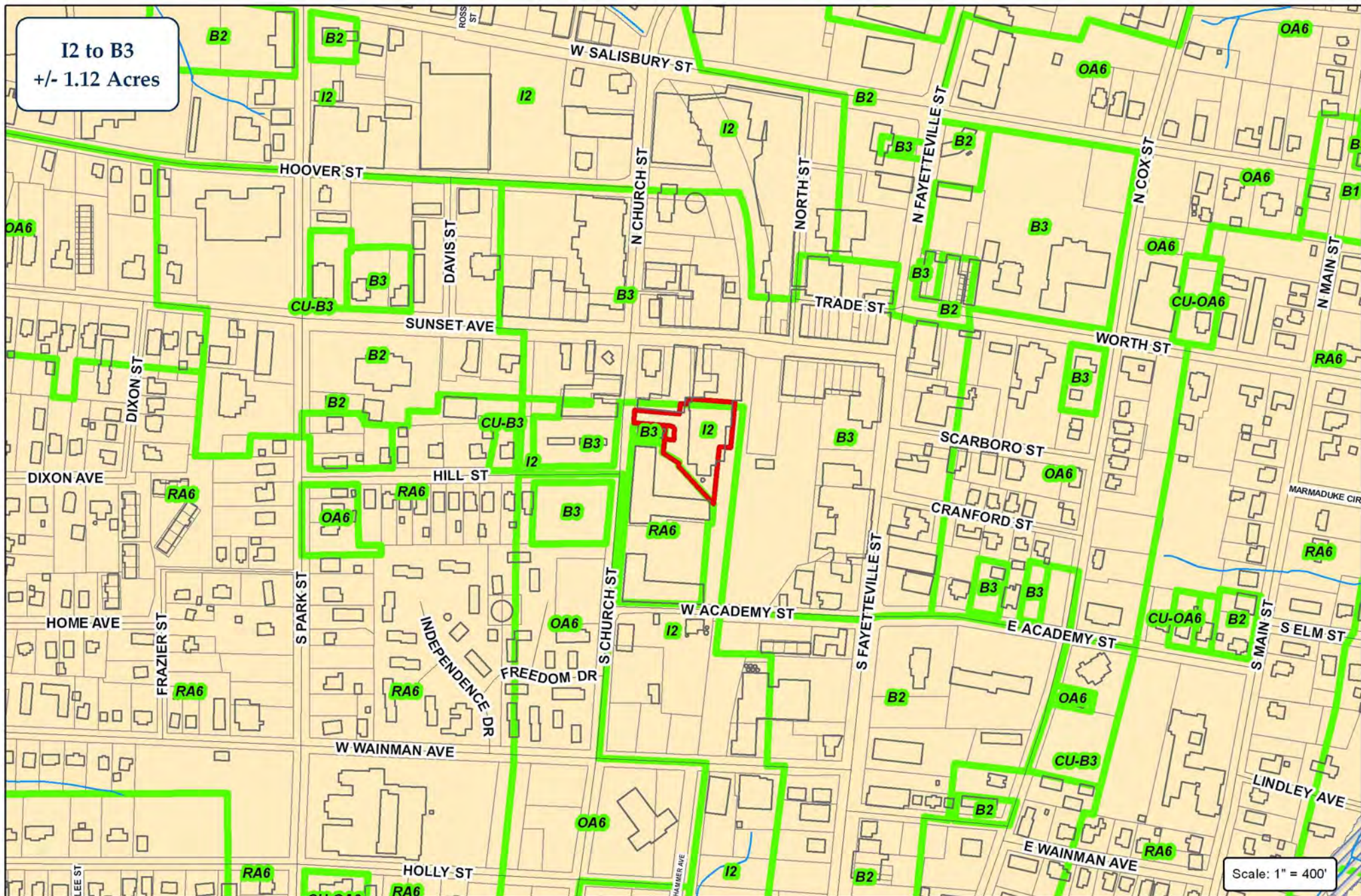
These are also several transportation factors that support the B3 rezoning request. There is available on-street and off-street public parking in the vicinity. Recent improvements have also occurred which make South Church Street safer and more attractive for pedestrian and bicycle travel.

Finally, the property's location outside of watershed, flood areas, or areas with steep topography help make the requested B3 district appropriate

These factors make the request consistent with the adopted LDP, and therefore reasonable and in the public interest.

Recommendation In light of the above analysis, staff's recommendation is to approve the request.

I2 to B3
+/- 1.12 Acres

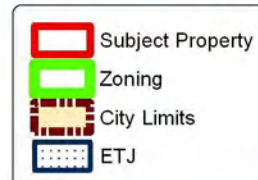


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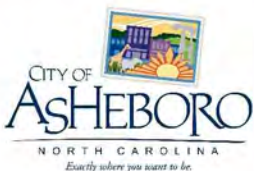
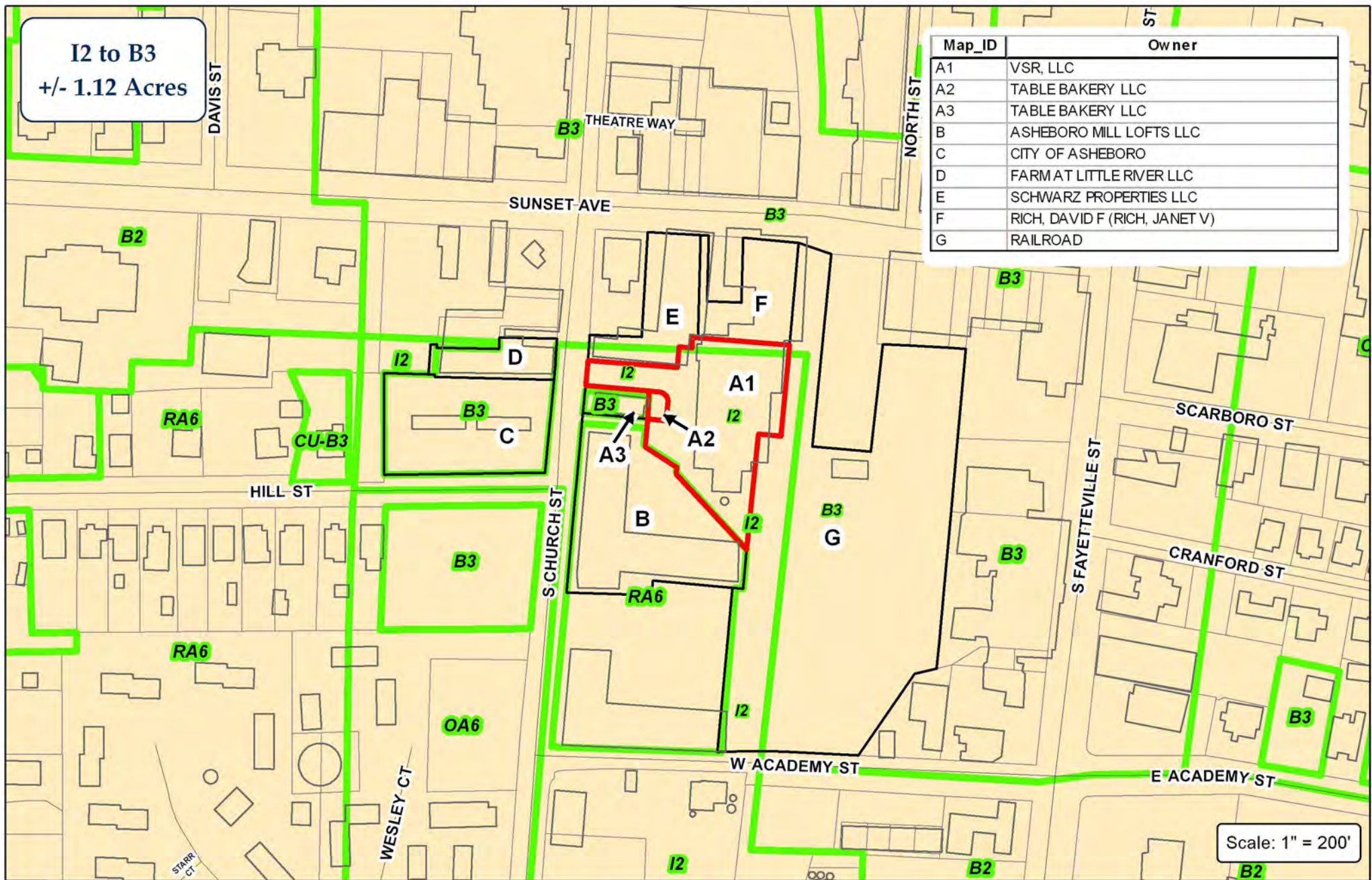
**City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-16-15**

Parcel: 7751725531 & 7751726479



I2 to B3
+/- 1.12 Acres

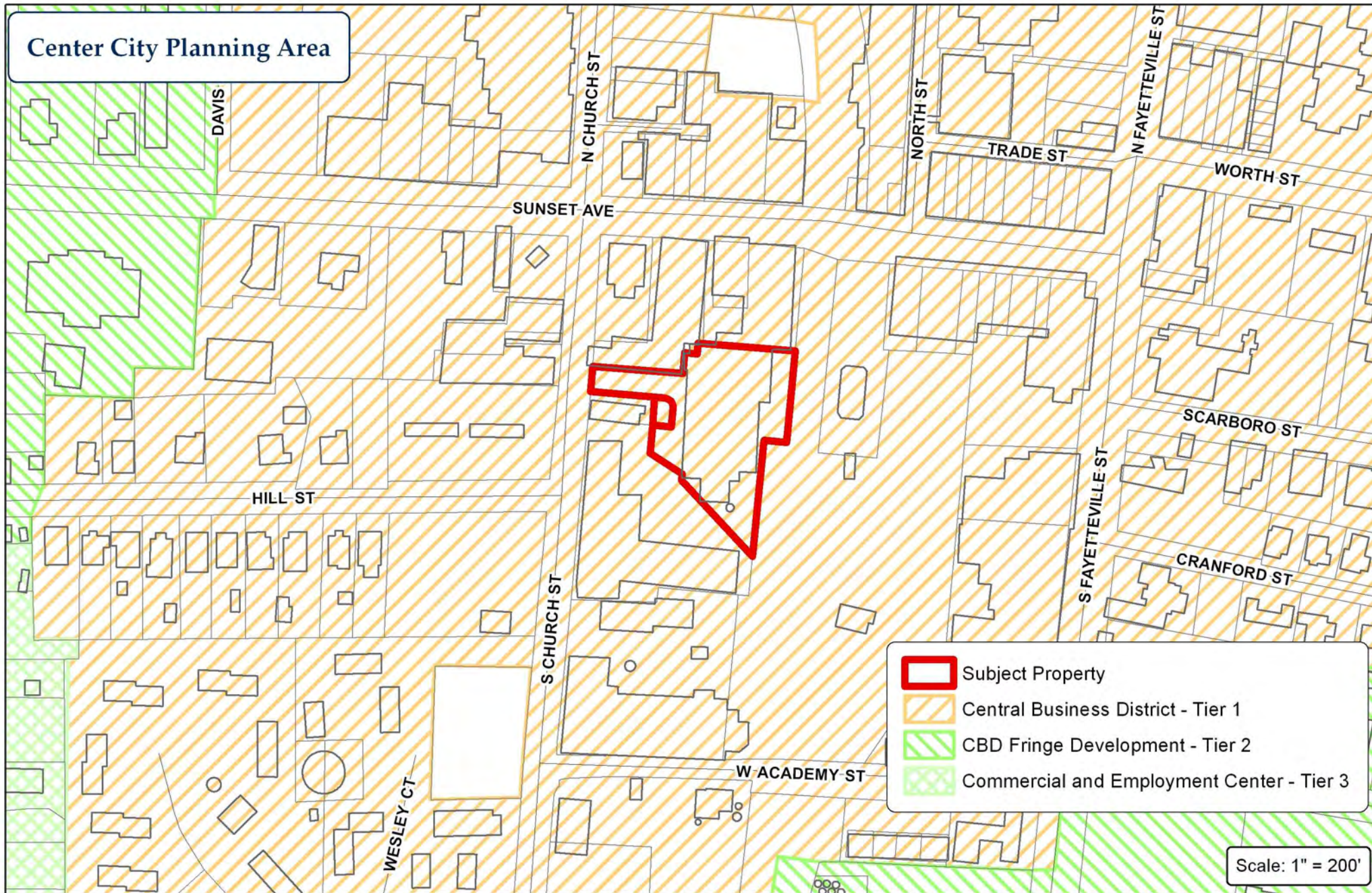
Map_ID	Owner
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A2	TABLE BAKERY LLC
A3	TABLE BAKERY LLC
B	ASHEBORO MILL LOFTS LLC
C	CITY OF ASHEBORO
D	FARM AT LITTLE RIVER LLC
E	SCHWARZ PROPERTIES LLC
F	RICH, DAVID F (RICH, JANET V)
G	RAILROAD



City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-16-15
Parcel: 7751725531 & 7751726479



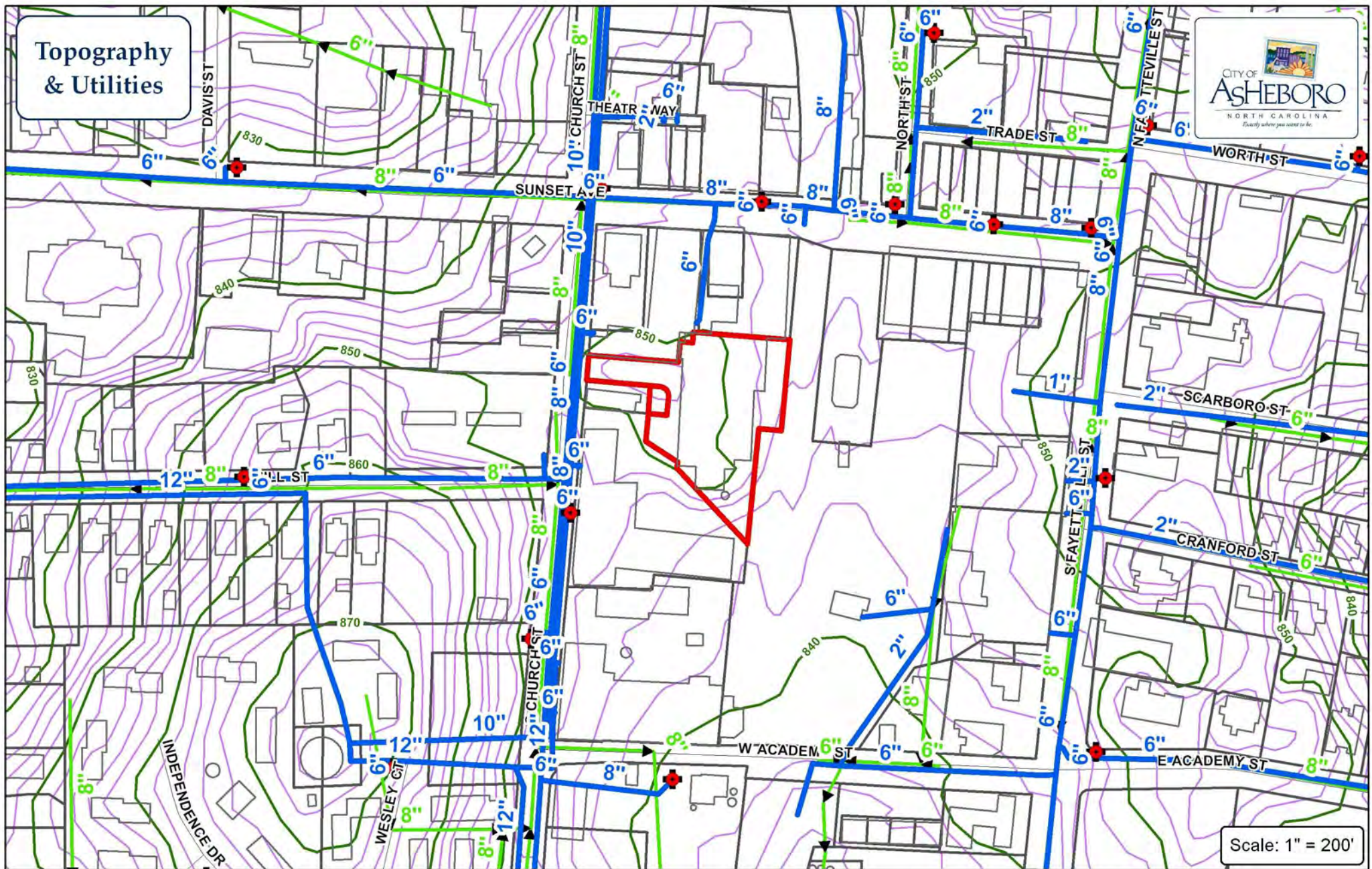
Center City Planning Area



City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-16-02
Parcel: 7751725531 & 7751726479

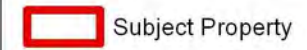


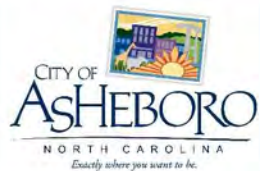
Topography & Utilities



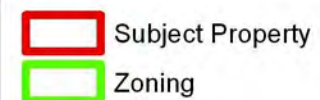
- | | |
|---|--|
|  Water Main |  Fire Hydrant |
|  Sewer Main |  Pump Station |
|  Force Main | |

City of Asheboro
Planning & Zoning Department
Rezoning Case: RZ-16-15
Parcel: 7751725531 & 7751726479





City of Asheboro
 Planning & Zoning Department
 Rezoning Case: RZ-16-15
 Parcel: 7751725531 & 7751726479



ORDINANCE NO. _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**AN ORDINANCE TO EXTEND THE ASHEBORO CITY LIMITS BY
ANNEXING INTO THE CITY APPROXIMATELY 4.58 ACRES OF LAND
THAT IS CONTIGUOUS WITH THE EXISTING PRIMARY CITY LIMITS
AND IS LOCATED AT 1801 AND 1827 SOUTH FAYETTEVILLE STREET**

WHEREAS, Journey Church of the Piedmont, Inc., a North Carolina non-profit corporation, has submitted a petition asking the city to annex the church's land at 1801 and 1827 South Fayetteville Street, this land is contiguous with the existing primary city limits; and

WHEREAS, the territory for which annexation has been requested is described by metes and bounds in Section 1 of this Ordinance; and

WHEREAS, this annexation petition, which was signed by officers of the non-profit corporation, was presented to the Asheboro City Council on November 10, 2016; and

WHEREAS, by means of a duly adopted resolution (Resolution Number 37 RES 11-16), the Asheboro City Council directed the city clerk to investigate the sufficiency of the petition, and the clerk has certified the sufficiency of the said petition; and

WHEREAS, pursuant to Asheboro City Council Resolution Number 38 RES 11-16, a legal notice was published on November 17, 2016, in *The Courier-Tribune*, a newspaper with general circulation in the City of Asheboro, announcing that a public hearing to consider the adoption of an ordinance annexing the described area into the City of Asheboro would be held during the Asheboro City Council's regular December meeting, which would begin at 7:00 o'clock p.m. on the 8th day of December, 2016, in the Council Chamber at Asheboro City Hall; and

WHEREAS, the said public hearing was held, as advertised, on the 8th day of December, 2016; and

WHEREAS, the Asheboro City Council has determined that the annexation petition meets the requirements of Section 160A-31 of the North Carolina General Statutes;

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

Section 1. By virtue of the authority granted in Section 160A-31 of the North Carolina General Statutes, the following described area is hereby annexed and made part of the City of Asheboro, North Carolina:

Asheboro Township, Randolph County, North Carolina:

BEGINNING on the existing City of Asheboro primary city limits line at a new railroad spike flush with the ground at the intersection of the eastern margin of the 70-foot public right-of-way for South Fayetteville Street with the southern margin of the 40-foot public right-of-way for Foster Street; thence from the said beginning point following the existing primary city limits line South 70 degrees 01 minute 10 seconds East 416.45 feet along the northern boundary line for the Journey Church of the Piedmont, Inc. property shown as New Tract 1 on a plat of survey recorded in Plat Book 148, Page 70, Randolph County Registry (this tract of land for which annexation into the City of Asheboro is sought by Journey Church of the Piedmont, Inc. shall be hereinafter referred to as the "Annexation Tract") to a 3/4" existing iron pipe 12" tall at the northeast corner of the Annexation Tract; thence departing from the existing primary city limits line and the northern boundary line of the Annexation Tract by proceeding along the eastern boundary line of the Annexation Tract, which is also the proposed new City of Asheboro primary city limits line, the following courses and distances: South 03 degrees 19 minutes 07 seconds East 149.99 feet to a 3/4" existing iron pipe flush with the ground; thence South 03 degrees 16 minutes 11 seconds East 85.85 feet to a 3/4" existing iron pipe 3" tall; thence South 03 degrees 16 minutes 11 seconds East 64.14 feet to a 3/4" existing iron pipe control corner flush with the ground at the southeast corner of the Annexation Tract; thence departing from the eastern boundary line for the Annexation Tract and continuing along the proposed new City of Asheboro primary city limits line North 84 degrees 41 minutes 56 seconds West 560.39 feet along the southern boundary line for the Annexation Tract to a 3/4" existing iron pipe control corner 4" deep in the eastern margin of the public right-of-way for South Fayetteville Street; thence continuing to follow the proposed new primary city limits line and entering the 70-foot public right-of-way for South Fayetteville Street by proceeding North 84 degrees 41 minutes 56 seconds West 11.40 feet to a 1/2" existing iron rod 2" deep at the southwest corner of the Annexation Tract and within the public right-of-way; thence departing from the southern boundary line for the Annexation Tract and continuing along the proposed new primary city limits line North 69 degrees 02 minutes 33 seconds West 59.02 feet to a computed point in the western margin of the public right-of-way for South Fayetteville Street, which is also the location of the existing City of Asheboro primary city limits line; thence departing from the proposed new primary city limits line and following the existing primary city limits line North 20 degrees 57 minutes 27 seconds East 420.53 feet along the western margin of the public right-of-way for South Fayetteville Street to a computed point; thence departing from the western margin of the said public right-of-way and following the existing primary city limits line South 69 degrees 02 minutes 33 seconds East 58.55 feet to a new mag nail within the public right-of-way for South Fayetteville Street and at the northwest corner of the Annexation Tract; thence continuing along

the existing primary city limits line by following the northern boundary line of the Annexation Tract South 70 degrees 01 minute 10 seconds East 11.45 feet to the point and place of BEGINNING, and containing 4.58 acres of land, more or less, to be annexed.

The above-stated description is in accordance with a plat of survey identified as job number 160020 and titled "ANNEXATION PLAT FOR: JOURNEY CHURCH OF THE PIEDMONT, INC. TRACT 1." The said plat was drawn under the supervision of John W. Willis, Jr., Professional Land Surveyor with Registration Number L-4522.

Section 2. Upon and after December 8, 2016, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Asheboro and shall be entitled to the same privileges and benefits as other parts of the City of Asheboro. Said territory shall be subject to municipal taxes according to Section 160A-58.10 of the North Carolina General Statutes.

Section 3. The Mayor of the City of Asheboro shall cause to be recorded in the office of the Register of Deeds of Randolph County, North Carolina, and in the office of the Secretary of State of North Carolina at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this Ordinance. Such a map shall also be delivered to the Randolph County Board of Elections, as required by Section 163-288.1 of the North Carolina General Statutes.

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

Section 5. This Ordinance shall be in full force and effect upon and after the 8th day of December, 2016.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on the 8th day of December, 2016.

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

ATTEST:

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

Approved as to form:

Jeffrey C. Sugg, City Attorney
City of Asheboro, North Carolina

**SUMMARY OF BIDS
CITY OF ASHEBORO WATER RESOURCES DIVISION
ROOF REPLACEMENTS
NOVEMBER 29, 2016**

The Roof Replacements at the Water and Wastewater Treatment Plants project was advertised on November 6, 2016. Four (4) bids listed below were received at 9:00 AM, November 29, 2016.

The scope of work for this project included:

- Replace Roof D (Water Treatment Plant – North Plant Filter Building)
- Replace Roof E (Wastewater Treatment Plant –Blower Building)
- Replace Roof F (Wastewater Treatment Plant – Digester Building)
- Replace Roof G (Wastewater Treatment Plant – Sludge Conditioning Building)
- Alternate 1 – Coat concrete roof attached to Sludge Conditioning Building

Work includes, complete tear-off and disposal, temporary roofing, new roofing system and trim work as necessary.

The bids received were as follows:

<u>Bidder</u>	<u>Bid Amount</u>	<u>Alternate 1</u>
Allied Roofing Company, Inc. 744 Park Centre Drive Kernersville, NC 27284	\$229,500.00	\$13,500.00
BIRS, Inc. 207 Robbins Street Greensboro, NC 27406	\$241,200.00	\$16,100.00
McRae Roofing, Inc. 2147 N Fayetteville Street Asheboro, NC 27203	\$178,429.00	\$6,654.00
Triad Roofing Company, Inc. 3920 N. Liberty Street Winston-Salem, NC 27105	\$219,560.00	\$5,250.00

The budget for this project was \$257,025.00. Staff recommends the project be awarded to the apparent low, responsive bidder, McRae Roofing, Inc. for the total amount of \$185,083.00 to include Alternate 1.

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

**CITY OF ASHEBORO
WATER RESOURCES
ROOF REPLACEMENT
BID TABULATION SHEET
November 29, 2016**

<u>Contractor</u>	<u>Bid</u>	<u>Alternate 1</u>	<u>Addendum # 1</u>	<u>E-Verify Affidavit</u>	<u>Iran Divestment Act</u>
Allied Roofing Company, Inc 744 Park Centre Drive Kernersville, NC 27284	\$229,500.00	\$13,500.00	Yes	Yes	Yes
BIRS, Inc. 207 Robbins Street Greensboro, NC 27406	\$241,200.00	\$16,100.00	Yes	Yes	Yes
McRae Roofing, Inc 2147 N Fayetteville Street Asheboro, NC 27203	\$178,429.00	\$6,654.00	Yes	Yes	Yes
Triad Roofing Company, Inc. 3920 N. Liberty St, Winston-Salem, NC 27105	\$219,560.00	\$5,250.00	Yes	Yes	Yes
Apparent Low Bid	\$178,429.00				

CHANGE ORDER

ORDER NUMBER: 3-Final

WIF # 1887

DATE: _____

NAME OF PROJECT: City of Asheboro Water Treatment Plant Filter Replacement

OWNER: City of Asheboro

CONTRACTOR: Wharton-Smith, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ 962,176.00

Current CONTRACT PRICE Adjusted by
Previous CHANGE ORDERS: \$ 1,149,663.41

The CONTRACT PRICE due to this
CHANGE ORDER will be decreased
by: -\$80,816.88

The new CONTRACT PRICE including
This CHANGE ORDER will be: \$1,068,846.53

Change to CONTRACT TIME:

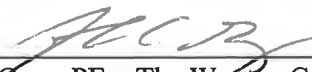
The CONTRACT TIME will be increased by 0 calendar days.

The date for completion of all work will be 2/10/17

APPROVALS:

To be effective, this Change Order must be approved in accordance with the CONTRACT DOCUMENTS.

Requested By:  Contractor
Contractor

Recommended By:  Engineer
John C. Grey, PE – The Wooten Company

Accepted By: _____ Owner
John N. Ogburn, III, City Manager

Pre-Audit Statement: This instrument has been pre-audited in the manner required by the Local

Government Budget and Fiscal Control Act. _____
Finance Officer

Division of Water Infrastructure

Change Order Checklist

To be considered for eligibility, the following information must be submitted for an eligibility determination (approval). The Division will send a letter indicating what costs are eligible for funding to the project owner and engineer.

Owner:	City of Asheboro
Project Name:	Water Treatment Plant Filter Replacement
Loan Project No.:	WIF-1887
Change Order No.:	3
Contract No.:	2837-O
Contractor Name:	Wharton-Smith, Inc.

CHANGE ORDER DOCUMENTATION:

One (1) original properly executed change order with **original signatures including each signatory's printed name and title is required.** An unexecuted copy may be submitted for a preliminary eligibility determination. All supporting documentation must be provided including the following, as applicable:

- ☒ Federal and/or State Project number(s) shown on the change order.
- ☒ Clear description of **each** change.
- ☒ Detailed justification to identify the need for **each** change.
- ☒ Summary and cost documentation which may include:
 - Unit price cost,
 - Lump sum for item or task,
 - Contractors cost breakdown,
 - Equipment invoices, and
 - Engineer's independent cost estimate, as applicable based on complexity of change order.
- ☐ Copy of the new, revised or noted, highlighted and/or red-lined contract drawings and/or specifications showing and describing the change.



November 28, 2016

City of Asheboro
Water Treatment Plant Filter Replacement
Change Order 3
Engineer's Justification
TWC No.: 2837-O

Item 1 – Concrete Repair Filters 1 through 4 – The unit price for concrete repair was set in Change Order number 1. This item sets the quantity of concrete that needed to be repaired. These quantities were agreed to in the field between the City and the Contractor for filters 1 and 2 and by the City, Contractor and Engineer for filters 3 and 4. No extra concrete repair was required for filters 5 through 8.

$18 \text{ sf (filters 3 \& 4)} + 17 \text{ sf (Filters 1 \& 2)} = 35 \text{ sf}$

$35 \text{ sf} \times \$143/\text{sf} = \$5,005$

Item 2 - The concrete repair had a separate price for mobilization for each occurrence of making repairs, so since there were 2 sets of filters repaired there are 2 mobilizations included in this change order.

$2 \text{ mobilizations} \times \$1,000/\text{mob} = \$2,000$

Item 3 – Crack Repair for filter 8 was discovered during the project and repairs were made by injecting the crack. A price of \$65 per linear foot was agreed to for this repair.

$6.5 \text{ LF} \times \$65/\text{LF} = \422.50

Item 4 – Underdrain investigation Filter 3 was initiated because of concerns about the condition of the concrete for the filter bottom. The contractor expended additional efforts in trying to video through different accesses and then assisted the City with removal of a blind flange that covered an access to the area under the filter. The change order includes labor and equipment for this work.

Increase \$1,632.62 (see breakdown provided)

Item 5 – North Plant filter bottom replacement was set up in the initial project to set a price for replacing the filter bottom if damage was discovered during the project. No damage was discovered, so the bottom was not replaced.

\$65,076 credit

Item 6 – South Plant filter bottom replacement was set up in the initial project to set a price for replacing the filter bottom if damage was discovered during the project. The south plant filter bottoms are Tile, so 16 tiles were purchased by the contractor to have on site to reduce the time a filter would be out of service while waiting on replacement tile. No damage was discovered, so the bottom was not replaced and the purchased tiles are included in the project at material costs only.

$\$25,600 \text{ credit} + \$799 \text{ (material cost for 16 tiles)}$

City of Asheboro - Water Treatment Plant Filter Replacement

TWC No.: 2837-O

11/21/2016

BID ITEM	DESCRIPTION	UNITS	BID QUAN.	UNIT COST	EXTENDED COST
1	Mobilization (Not to exceed 3% of construction cost)	LS	1	\$20,000.00	\$20,000.00
2	6-inch Stainless Steel Air Pipe	LF	420	\$50.00	\$21,000.00
3	4-inch Stainless Steel Air Pipe	LF	104	\$45.00	\$4,680.00
4	Two(2) Blowers with Enclosure, Pressure Valves and Control Panel	LS	1	\$90,000.00	\$90,000.00
5	First Filter Replacement Work South Plant	Ea	1	\$90,000.00	\$90,000.00
6	Additional Filter Replacement Work South Plant	EA	3	\$70,000.00	\$210,000.00
7	First Filter Replacement Work North Plant	Ea	1	\$90,000.00	\$90,000.00
8	Additional Filter Replacement Work North Plant	EA	3	\$80,000.00	\$240,000.00
9	6-inch Butterfly Valve	EA	12	\$500.00	\$6,000.00
10	Electric Actuator	EA	8	\$4,700.00	\$37,600.00
11	Stainless Steel Pipe Hanger	EA	30	\$300.00	\$9,000.00
12	Stainless Steel Pipe Ceiling Hanger	EA	3	\$100.00	\$300.00
13	Stainless Steel Pipe Wall Anchor	EA	4	\$100.00	\$400.00
14	Stainless Steel Pipe Column Anchor Support Bracket	EA	7	\$200.00	\$1,400.00
15	½" Stainless Steel Cushioned U-Bolt	EA	8	\$40.00	\$320.00
16	Stainless Steel Pipe Support	EA	2	\$400.00	\$800.00
17	Wall and Floor Penetrations	EA	10	\$50.00	\$500.00
18	Pipe Insulation	LF	15	\$300.00	\$4,500.00
<i>Base Bid Subtotal</i>					\$826,500.00
Add Alternate					
1	Clay Tile Block Replacement South Plant	EA	16	\$1,600.00	\$25,600.00
2	North Plant Filter Single Bay Bottom Replacement	EA	1	\$65,076.00	\$65,076.00
3	North Plant Filter Room (1,2) & (3,4) Painting	EA	2	\$22,500.00	\$45,000.00
<i>Add Alternate Total</i>					\$135,676.00
<i>Original Contract Price</i>					\$962,176.00
CO1	Painting North and South Filters	LS	1	\$173,220.65	\$173,220.65
<i>CO-1 Total</i>					\$173,220.65
CO 2	Blower Control Panel Modifications and Wire Reduction	LS	1	\$14,266.76	\$14,266.76
<i>CO-2 Total</i>					\$14,266.76
CO 3	Concrete Repair Filters 1 through 4	SF	35	\$143.00	\$5,005.00
	Concrete Repair Mobilization	LS	2	\$1,000.00	\$2,000.00
	Crack Repair Filter 8	LF	6.5	\$65.00	\$422.50
	Underdrain investigation Filter 3	LS	1	\$1,632.62	\$1,632.62
	North Plant Filter Bottom Replacement - not used	LS	1	(\$65,076.00)	(\$65,076.00)
	tile)	LS	1	(\$24,801.00)	(\$24,801.00)
<i>CO-3 Total</i>					(\$80,816.88)
TOTAL CONTRACT PRICE					\$1,068,846.53

Name: Juan Carlos Espina Figueroa
Project: Asheboro WTP
Project Number: 15-046
Date: 7/19/2016

<u>Area/Section Name</u>	<u>Description/Details</u>	<u>Measurement 1</u>	<u>Measurement 2</u>	<u>Units (ft./in)</u>	<u>Areat (sq ft)</u>	<u>Total Area (sq ft)</u>
Filter 3 Bay 2 (South)	Cover exposed rebar 6"x25"	6	25	Inches	1.04	1.04
	Fill Hole 10"x10"	10	10	Inches	0.69	1.74
	Corner of Curb 6"x8"	6	8	Inches	0.33	2.07
	Hole on South Curb 4"x4"	4	4	Inches	0.11	2.18
Filter 4 Bay 1 (North)	Under Walk 4"x8"	4	8	Inches	0.22	0.22
	Under Walk 6"x4"	6	4	Inches	0.17	0.39
	Under Walk 5"x5"	5	5	Inches	0.17	0.56
	Under Walk 3"x3"	3	3	Inches	0.06	0.63
	Face of Curb 3"x16"	3	16	Inches	0.33	0.96
	North Curb 15"x3"	15	3	Inches	0.31	1.27
	South Walkway 3"x8"	3	8	Inches	0.17	0.17
Filter 4 Bay 2 (South)	South Walkway 12"x8"	12	8	Inches	0.67	0.83
	South Walkway 4"x10"	4	10	Inches	0.28	1.11
	South Walkway 40"x6"	40	6	Inches	1.67	2.78
	South Walkway 3"x9"	3	9	Inches	0.19	2.97
	Hole 3"x3"	3	3	Inches	0.06	3.03
	Hole East side 3"x3"	3	3	Inches	0.06	3.09
	Hole East side 3"x3"	3	3	Inches	0.06	3.15
	Crack in Wall under trough 50"x4"	50	4	Inches	1.39	4.54
	South Walkway 5"x10"	5	10	Inches	0.35	0.35
	South Walkway 28"x12"	28	12	Inches	2.33	2.68
Filter 3 Bay 1 (North)	South Walkway 12"x10"	12	10	Inches	0.83	3.51
	South Walkway 6"x9"	6	108	Inches	4.50	8.01
	South Walkway 28"x4"	28	4	Inches	0.78	8.79
	Along North Edge 6"x28"	6	28	Inches	1.17	9.96
Overall Total:					17.95	17.95
Total based on \$143 per Sqft					\$ 2,574.00	\$ 18 ft ²
Mobilization					\$ 1,000.00	
Total for Repair Filtes 3 and 4					\$ 3,574.00	

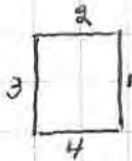


Wharton-Smith, Inc.
CONSTRUCTION GROUP

JOB NAME _____ JOB NO. _____
SKETCH NO. _____ OF _____ SCALE _____
BY _____ DATE _____

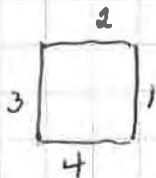
Page 1

CONC. REPAIRS



FILTER #1 BASIN #1

WALL #	DESCRIPTION	SIZE	SQ. FT.
WALL #1	SHALLOW REPAIR	4'1/2" X 4"	.12
	SHALLOW REPAIR	7'1/2" X 8"	.41
	LARGE REPAIR	4'1/2" X 19"	.59
WALL #2	WALL REPAIR/EXPOSED BAR	6" X 28"	1.16
	WALL REPAIR/EXPOSED BAR	3" X 18"	.37
WALL #3	HOLE THROUGH WALL	5" X 5"	.12
	SHALLOW WALL REPAIR	10" X 10"	.69
	PISTON OUT OF WALL	3" X 3"	.06
WALL #4	SHALLOW WALL REPAIR	13" X 6"	.54
	" "	7" X 7"	.34
	" "	6" X 4"	.16



FILTER #1 BASIN #2

WALL #1	SHALLOW WALL REPAIR	9" X 1"	.37
	" "	3" X 3"	.06
	" "	10" X 5"	.35
	WALL REPAIR/EXPOSED BAR	19" X 4"	.52
WALL #2	NONE		
WALL #3	EDGE REPAIR	2" X 15"	.37
	SHALLOW WALL REPAIR	14" X 4"	.37
	" "	9" X 2"	.12
	" "	8" X 6"	.33

1656



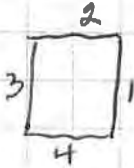
Wharton-Smith, Inc.
CONSTRUCTION GROUP

JOB NAME _____ JOB NO. _____

SKETCH NO. _____ OF _____ SCALE _____

BY _____ DATE _____

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FILTER #2 BASIN #1

WALL #	DESCRIPTION	SIZE	SQ. FT.
WALL #1	SHALLOW WALL REPAIR	5" X 6"	.2
	HOLE REPAIR	3" X 4"	.08
	LARGE PATCH	27" X 8"	1.5
WALL #2	SHALLOW REPAIR	8" X 6"	.33
WALL #3	" "	7" X 7"	.34
	" "	14" X 8"	.77
WALL #4	REPAIR / EXPOSED BAR	19" X 5"	.66
	SHALLOW REPAIR	8" X 9"	.5



FILTER #2 BASIN #2

WALL #1	SHALLOW WALL REPAIR	6" X 6"	.25
	" "	6" X 6"	.25
	" "	8" X 4"	.22
	" "	4" X 3"	.08
	DEEP REPAIR / EXP. BAR	24" X 1"	1
WALL #2	SHALLOW REPAIR	7" X 4"	.19
	" "	5" X 3"	.17
	" "	4" X 3"	.08
WALL #3	SHALLOW REPAIR	8" X 5"	.27
	" "	4" X 3"	.08
	" "	3" X 3"	.06
	" "	4" X 4"	.11
	DEEP REPAIR / EXP. BAR	21" X 4"	.58
WALL #4	SHALLOW REPAIR	4" X 4"	.11
	" "	13" X 4"	.36
	" "	6" X 4"	.14
	" "	8" X 5"	.27
	" "	14" X 5"	.46
	" "	5" X 9"	.3
	" "	9" X 4"	.25

Summary

Asheboro WTP

PROPOSAL SUMMARY # 10

#	DESCRIPTION	NOTES
1		
2	Wharton Smith proposes the below cost for the following:	
3	Crack injection of 6.5 feet of cracks at Filter 8. Cracks will be injected with NSF approved hydrofical epoxy injection	
4	material. Cost per foot of injection is \$65.00. This pricing is for this filter only and may be revised if additional	
5	injection is requested or required in other locations.	
6		
7		
8		
9		
10	The Contract Time Extension due to this Change Order is calendar days.	
11	MATERIALS	TOTAL
12	PG 2	\$ -
13	Tax	\$ -
14	OH&P	\$ -
15		\$ -
16		
17	LABOR	TOTAL
18	PG 3	\$ -
19	Markup	\$ -
20		\$ -
21		
22	TOOLS & EQUIPMENT	TOTAL
23	PG 4	\$ -
24	Tax	\$ -
25	OH&P	\$ -
26		\$ -
27		
28	SUBCONTRACTS	TOTAL
29	Wharton Smith	Crack Injection \$ 422.50
30		
31		
32	Subtotal	\$ 422.50
33	OH&P	\$ 422.50
34		\$ 422.50
35		
36	OTHER	TOTAL
37	Extended Project Overhead	Days * Cost Per Day \$ -
38	Additional Insurance	M + L + T&E + S \$ 422.50
39	Additional Bond	M + L + T&E + S \$ 422.50
40	Subtotal	\$ -
41	OH&P	\$ -
42		\$ -
43		
44	FINAL QUOTE TOTAL	TOTAL
45		\$ 422.50
46		
47		\$ 422.50

Daniel Andrepont

From: John Grey <jgrey@thewootencompany.com>
Sent: Wednesday, November 09, 2016 3:16 PM
To: Daniel Andrepont
Subject: Re: Crack Injection

\$65/ft is fine by us.
Thanks
John

Sent from my Verizon Wireless 4G LTE DROID

Daniel Andrepont <dandrepont@whartonsmith.com> wrote:

John,
My understanding is that we are proceeding with the leak injection at the crack in the last filters. I cannot find where we had ever agreed on a price. I propose \$65.00 per Lineal foot. If this is acceptable I will work up an official change once we have completed the work.

Sincerely,
Daniel

Daniel Andrepont | Project Manager
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com
Project Management Professional (PMP), MBA

5601 Seventy Seven Center Drive Suite 120, Charlotte, NC 28217
Office: (704) 525-5695 ext 303 | Cell: (704) 615-0443

Summary

Asheboro WTP

PROPOSAL SUMMARY # 8

#	DESCRIPTION	NOTES
1		
2	Wharton Smith proposes the below cost for the following:	
3	Video investigation of underdrains of filters 3&4.	
4	Removal of blind flanges in filter effluent channel.	
5		
6		
7		
8		
9		
10	The Contract Time Extension due to this <u>Change Order</u> is 2 calendar days.	
11	MATERIALS	TOTAL
12	PG 2	\$ 263.40
13	Tax 0.00%	\$ - \$ 263.40
14	OH&P 20.00%	\$ 52.68 \$ 316.08
15		\$ 316.08
16		
17	LABOR	HRS
		32
		AVG \$ / HR
		\$ 21.50
	Markup 20.00%	\$ 137.60
		\$ 825.60
	EQUIPMENT	TOTAL
		\$ 365.65
	Tax 0.00%	\$ - \$ 365.65
	OH&P 20.00%	\$ 73.13 \$ 438.78
		\$ 438.78
	SUBCONTRACT	INV
1		Subtotal
2		OH&P 10.00%
3		
4		
5	OTHER	QTY
6	Extended Project Overhead	Days * Cost Per Day
7	Additional Insurance	1.50% M + L + T&E + S
8	Additional Bond	1.25% M + L + T&E + S
9		Subtotal
10		OH&P 20.00%
11		
12		
13	FINAL QUOTE TOTAL	TOTAL
14		\$ 1,632.62
15		
16		\$ 1,632.62



MATERIAL ESTIMATE

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1						\$ -	
2						\$ -	
3						\$ -	
4						\$ -	
5						\$ -	
6						\$ -	
7	Onsite Utilities					\$ -	
8	Autozone - Penetrating Lubricant	7/5/2016	1		\$ 27.25	\$ 27.25	
9	Fastenal - Antisieze, nuts, rod	6/29/2016	1		\$ 128.56	\$ 128.56	
10	Harbor Freight -Pry bar, wedges, cu	6/30/2016	1		\$ 101.01	\$ 101.01	
11	Lowes - Gloves,		1		\$ 6.58	\$ 6.58	
12						\$ -	
13						\$ -	
14						\$ -	
15						\$ -	
16						\$ -	
17						\$ -	
18						\$ -	
19						\$ -	
20						\$ -	
21						\$ -	
22						\$ -	
23						\$ -	
24						\$ -	
25						\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38						\$ -	
39						\$ -	
40						\$ -	
41						\$ -	
42						\$ -	
43	MATERIAL SUBTOTAL					TOTAL	
44						\$ 263.40	
45					\$	263.40	



LABOR ESTIMATE

#	LABOR	HRS		RATE		COST			NOTES
		ST	OT	ST	OT	ST	OT	TOTAL	
1	Superintendent	4		\$ 85.00	\$ 127.50	\$ 340.00	\$ -	\$ 340.00	
2	Sr. Superintendent			\$ 98.00	\$ 147.00	\$ -	\$ -	\$ -	
3	Safety Supervisor			\$ 60.00	\$ 90.00	\$ -	\$ -	\$ -	
4									
5	Craft Foreman				\$ -	\$ -	\$ -	\$ -	
6	Operator				\$ -	\$ -	\$ -	\$ -	
7	Rodbuster				\$ -	\$ -	\$ -	\$ -	
8	Carpenter				\$ -	\$ -	\$ -	\$ -	
9	Pipefitter				\$ -	\$ -	\$ -	\$ -	
10	Plumber				\$ -	\$ -	\$ -	\$ -	
11	Finisher				\$ -	\$ -	\$ -	\$ -	
12	Laborer	26	2	\$ 12.00	\$ 18.00	\$ 312.00	\$ 36.00	\$ 348.00	Underdrain investigation
13						\$ -	\$ -	\$ -	
14					\$ -	\$ -	\$ -	\$ -	
15					\$ -	\$ -	\$ -	\$ -	
16					\$ -	\$ -	\$ -	\$ -	
17					\$ -	\$ -	\$ -	\$ -	
18					\$ -	\$ -	\$ -	\$ -	
19					\$ -	\$ -	\$ -	\$ -	
20					\$ -	\$ -	\$ -	\$ -	
21		30.0	2.0			\$ 652.00	\$ 36.00		
22		32.0						\$ 688.00	
23									
24	ADJUSTMENTS	%	HRS			RATE / HR		TOTAL	
25	Material Handling	0.0%	0			\$ 41.53		\$ -	
26	Testing & Cleaning	0.0%	0			\$ 41.53		\$ -	
27	Warranty & Punch list	0.0%	0			\$ 41.53		\$ -	
28			0					\$ -	
29									
30	PROJECT MANAGEMENT		HRS			RATE / HR		TOTAL	
31	Project Manager		0			\$ 75.00		\$ -	
32	Project Accountant		0			\$ 31.00		\$ -	
33	Project Engineer		0			\$ 45.00		\$ -	
34			0.0					\$ -	
35									
36	LABOR SUBTOTAL					HRS	AVG \$ / HR	TOTAL	
37	Man-hours	32.0	0.0	0.0		32.0	\$ 21.50	\$ 688.00	
38						32.0			
39							\$	688.00	
40									



EQUIPMENT ESTIMATE

#	TOOLS	DESCRIPTION	REF		RATE	TOTAL	
1	Small Tools	0%	\$ 688		0%	\$ -	
2	Consumables	##	32.0		\$ -	\$ -	
3						\$ -	
4						\$ -	
5							
#	EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
7	Video Camera		1.0	LS	\$ 365.65	\$ 365.65	
8	Air Compressor			Day	\$ 45.00	\$ -	
9	Welder			Day	\$ 62.00	\$ -	
10	Trench Box			Day	\$ 280.00	\$ -	
11	Chipping Hammer			Day	\$ 35.00	\$ -	
12	Pipe Threader			Day	\$ 180.00	\$ -	
13						\$ 365.65	
14							
#	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
16	Excavator	Kobelco		Week	\$ 770.00	\$ -	
17	Skid Steer	Tracked		Day	\$ 150.00	\$ -	
18	Backhoe	Rubber Tire		Month	\$ 2,500.00	\$ -	
19						\$ -	
20							
21							
22							
23							
24							
25						\$ -	
26							
#	FUEL	DESCRIPTION		Rate	REF	TOTAL	
28	Equipment Fuel	12% Fueled Equipment Cost		0%	\$ 365.65	\$ -	
29						\$ -	
30							
31							
32	EQUIPMENT SUBTOTAL					TOTAL	
33						\$ 365.65	
34							
35					\$	365.65	

Date	EmployeeNumbe	ChildJob	CostCode	Code Description	PayType	CertifiedClass	Units	Account
06/29/2016	5997	07	01-7-650	Existing Srce Prctctn	REG-UNALLJ	Laborer	5	
06/30/2016	5997	07	01-7-650	Existing Srce Prctctn	REG-UNALLJ	Laborer	2	
06/28/2016	6085	07	01-7-650	Existing Srce Prctctn	REG-UNALLJ	Laborer	10	
06/29/2016	6085	07	01-7-650	Existing Srce Prctctn	REG-UNALLJ	Laborer	5	
06/30/2016	6085	07	01-7-650	Existing Srce Prctctn	REG-UNALLJ	Laborer	2	
06/30/2016	5997	07	02-1-060	Sub-Surface Explortn	REG-UNALLJ	Laborer	8	
06/30/2016	5997	07	02-1-060	Sub-Surface Explortn	OVT-UNALLJ	Laborer	1	
06/30/2016	6085	07	02-1-060	Sub-Surface Explortn	REG-UNALLJ	Laborer	8	
06/30/2016	6085	07	02-1-060	Sub-Surface Explortn	OVT-UNALLJ	Laborer	1	
07/05/2016	6085	07	02-1-060	Sub-Surface Explortn	REG-UNALLJ	Laborer	10	
07/07/2016	5835	07	02-1-131	Remove Ductwork	REG-UNALLJ	Laborer	7	
07/07/2016	5835	07	02-1-131	Remove Ductwork	OVT-UNALLJ	Laborer	1	
07/07/2016	5997	07	02-1-131	Remove Ductwork	REG-UNALLJ	Laborer	7	
07/07/2016	5997	07	02-1-131	Remove Ductwork	OVT-UNALLJ	Laborer	1	
07/07/2016	6085	07	02-1-131	Remove Ductwork	REG-UNALLJ	Laborer	7	
07/07/2016	6085	07	02-1-131	Remove Ductwork	OVT-UNALLJ	Laborer	1	
06/28/2016	5997	07	13-2-400	Clean & Disnft Tnks	REG-UNALLJ	Laborer	10	
06/27/2016	6085	07	13-2-400	Clean & Disnft Tnks	REG-UNALLJ	Laborer	10	
06/29/2016	6085	07	13-2-400	Clean & Disnft Tnks	REG-UNALLJ	Laborer	5	