

**AMENDED AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, APRIL 5, 2018, 7:00 PM**

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Second reading of an ordinance to allow the sale of alcoholic beverages on Sunday to begin at 10:00 AM.
4. Consent Agenda:
 - (a) Approval of the meeting minutes prepared for the city council meeting held on March 8, 2018.
 - (b) Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for February 5, 2018.
 - (c) Approval of the final decision document for land use case number SUP-18-01.
 - (d) Acknowledgement of the receipt of the properly completed oath of office forms for recently appointed Asheboro Airport Authority members Bradley Lanier and Mark E. Vuncannon.
 - (e) Approval to schedule and advertise a combined hearing on May 10, 2018, on the question of whether to grant the following land use approvals for the property at 1223 Crestview Church Road:
 - (i) The rezoning of the property from R15 (Low-Density Single-Family Residential) to CU-R10 (Conditional Use Medium-Density Residential); and
 - (ii) The issuance of a conditional use permit, including the required subdivision sketch design review, for a residential planned unit development.
 - (f) Approval of a resolution awarding to Asheboro Fire Chief Roy C. Wright his fire helmet upon his retirement from the Asheboro Fire Service.

Amended Agenda

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April 5, 2018

5. Mayor Smith and City Manager John Ogburn will lead the city council's recognition of Roy C. Wright's 5 years of service as Chief and 22 years of service to the Asheboro Fire Department.
6. Public comment period.
7. Community Development Director Trevor Nuttall will present a resolution authorizing the City of Asheboro to enter into a sidewalk agreement with the N.C. Department of Transportation to use federal and matching city funds in the construction of a portion of sidewalk along the south side of Industrial Park Avenue between the entrance to Randolph Community College (RCC) and the RCC Continuing Education and Industrial Center.
8. Recreation Services Director Jonathan Sermon will provide an update on the 2018 operational days and hours, including special event days, planned for the Downtown Farmers' Market.
9. City Engineer Michael Leonard, PE will present the recommendation from the Asheboro Airport Authority to extend the existing lease with Steve Knight for Hangar J by ten years as a result of improvements made by the leasee.
10. City Engineer Michael Leonard, PE will present a summary of the offers and recommendations pertaining to the award of contracts for the supply of 6 chemicals to the water and wastewater treatment plants.
11. Mayor Smith will lead a discussion of upcoming events and items not on the agenda.
12. Adjournment.

ORDINANCE NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES
ON SUNDAYS TO BEGIN AT 10:00 A.M.

WHEREAS, pursuant to G.S. 160A-205.3, North Carolina cities are authorized to adopt ordinances allowing the sale on Sunday of malt beverages, unfortified wine, fortified wine, and mixed beverages to begin at 10:00 A.M.; and

WHEREAS, during the council's regular meeting in January 2018, the Asheboro/Randolph Chamber of Commerce, by and through its president, made a request for the council to allow in Asheboro the sale of alcoholic beverages on Sundays to begin at 10:00 A.M.; and

WHEREAS, the council waited before acting upon this request in order to give interested parties time to express their opinions on the issue; and

WHEREAS, after deliberating upon the issue, the council has decided to exercise its authority under G.S. 160A-205.3 to allow the requested expansion of the hours on Sundays during which the sale of alcoholic beverages is permitted;

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

Section 1. The title of Chapter 118 of the Code of Asheboro is hereby rewritten to state as follows:

CHAPTER 118: LOCAL ABC LICENSES AND
BUSINESS REGULATIONS

Section 2. A new section 118.04 of the Code of Asheboro is hereby enacted to provide as follows:

§ 118.04 Sunday Morning Sales

The sale of malt beverages, unfortified wine, fortified wine, and mixed beverages is permitted to begin at 10 A.M. on Sunday pursuant to the licensed premises' permit issued under G.S. 18B-1001.

Section 3. All previously adopted ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 4. This Ordinance shall be in full force and effect upon and after the 15th day of April, 2018.

This Ordinance was initially approved by the Asheboro City Council in open session when the Ordinance was first introduced during a regular meeting held on the 8th day of March, 2018. Final adoption of the Ordinance occurred after the second reading and vote on the Ordinance by the Asheboro City Council in open session during a regular meeting held on the 5th day of April, 2018.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING
MARCH 8, 2018
7:00 p.m.**

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

David H. Smith) – Mayor Presiding

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

John N. Ogburn, III, City Manager
Timothy E. Cockman, Deputy Fire Chief
Holly H. Doerr, CMC, NCCMC, City Clerk/Paralegal
P. Douglas Kemp, Human Resources Director
Michael L. Leonard, PE, City Engineer
Deborah P. Reaves, Finance Director
Jonathan M. Sermon, Recreation Services Director
Jeffrey C. Sugg, City Attorney
D. Richard Thompson, Jr., Police Captain
Roy C. Wright, Fire Chief

1. Call to order.

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

2. Moment of silent prayer and pledge of allegiance.

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

3. Appearance and recognition of guests and citizens.

Mayor Smith welcomed everyone in attendance.

4. Presentation by the Randolph Youth Theatre Company.

On behalf of the Randolph Youth Theatre Company (RYTC), Ms. Carey Way, who is the president of the RYTC, thanked Mayor Smith and the Council Members for supporting the organization and allowing the young actors/students to perform at the Sunset Theatre. Performing at the Sunset Theatre has added an additional layer of enrichment to the whole theatrical experience for the organization's students.

After Ms. Way's expression of gratitude, Mayor Smith allowed some members of the RYTC to perform an excerpt from *Shrek the Musical, Jr.* The RYTC will be performing the musical from March 22, 2018 through March 25, 2018 at the Sunset Theatre.

A copy of the letter of appreciation that was received by the Council Members is on file in the city clerk's office.

5. Consent agenda.

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

(a) The meeting minutes for the city council's regular meeting on February 8, 2018.

The approved minutes are on file in the city clerk's office, and an electronic copy of the approved minutes is posted on the city's website.

(b) Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for January 2, 2018.

The minutes of the meeting held by the Asheboro ABC Board on January 2, 2018 have been received by the city clerk, distributed to the mayor and members of the city council for review, and are on file and available for inspection in the city clerk's office.

(c) Acknowledgement and announcement of a 15-day construction project notice.

In order to enhance the city's sewer maintenance program, city forces will install sewer service line clean-outs along the following streets: Meadowbrook Road Extension, Rainbow Drive, Valley Road, Northshore Drive, Winnetka Court, Itasca Court, Snowdon Court, Yorkmont Court, Cheddington Drive, Gold Hill Road, Brookwood Drive, Woodland Circle, Bayleaf Court, Willow Creek Court, Meadowbrook Road, and East Pritchard Street.

(d) The following budget ordinances:

(i) General Fund Amendment [FY 2017-2018].

05 ORD 3-18

ORDINANCE TO AMEND THE GENERAL FUND FY 2017-2018

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

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

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

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

<u>Account #</u>	<u>Revenue Description</u>	<u>Increase</u>
10-399-0000	Fund Balance Allocation	332,000
10-397-6600	Contribution – Airport Improvements Fund	178,000
		510,000

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

<u>Account #</u>	<u>Expense Description</u>	<u>Increase</u>
10-550-3402	Traffic Division Supplies	32,000
10-550-1800	Inventory	300,000
10-620-1509	Maint. & Repair McCrary Gym	178,000
		510,000

Adopted this 8th day of March, 2018.

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

ATTEST:

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

(ii) Airport Improvements Fund Amendment [#66].

06 ORD 3-18

**ORDINANCE TO AMEND THE AIRPORT IMPROVEMENTS FUND (#66)
FY 2017-2018**

WHEREAS, in January 2107, the City Council passed an ordinance to amend the Airport fund setting aside approximately \$250,000 of the Airport Timber cutting proceeds for future use, and;

WHEREAS, \$60,000 of this was needed for needed work by Terry's Plumbing that is outside the scope of the grant reimbursable project and an additional \$12,000 is needed for the parking lot paving, and;

WHEREAS, as part of the ALP update, land will need to be purchased at an estimated cost of \$215,875 of which 90% (\$194,287) is expected to be grant reimbursable, and;

WHEREAS, an estimated cost of approximately \$24,000 should be set aside to cover the City of Asheboro share of the land purchase and possible closing and attorney fees, and;

WHEREAS, after accounting for the above mentioned expenses, approximately \$178,000 of the timber proceeds remain and will be transferred to the General Fund, and;

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

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 / decreased:

<u>Account</u>	<u>Description</u>	<u>Increase</u> / <u>(Decrease)</u>
66-367-1027	Grant proceeds- land acquisition	194,287
	Total change	0

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

<u>Account</u>	<u>Description</u>	<u>Increase</u> / <u>(Decrease)</u>
66-981-4501	Paving- Parking at old terminal building	12,000
66-981-4502	Contracted Services- other improvements TBD	(213,588)
66-981-4503	Land Purchase	22,825
66-981-4504	Land Purchase	126,250
66-981-4505	Land Purchase	66,800
66-981-4506	Land Purchase Closing Costs / misc	2,000
66-981-4507	Transfer to General Fund	178,000
	Total change	194,287

Adopted this the 8th day of March 2018.

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

ATTEST:

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

6. Discussion and action upon an ordinance to allow the sale of alcoholic beverages on Sunday to begin at 10:00 a.m.

Mayor Smith invited a discussion among the council members regarding an ordinance that, if adopted, would allow the sale of alcoholic beverages on Sunday to begin at 10:00 a.m. As a prelude to that discussion, Mayor Smith set aside a limited amount of time for public comment on this issue.

Dr. John Rogers, retired Pastor of First Baptist Church in Asheboro, encouraged the Council Members to not adopt an ordinance allowing the sale of alcoholic beverages on Sunday to begin at 10:00 a.m. Mr. Manley Councilman, who identified himself as a member of Oakhurst Baptist Church, also offered comments and concerns in opposition to the proposed ordinance.

Mr. Owen George expressed comments in support of the adoption of the ordinance.

Subsequent to the receipt of public comments and discussion among the Council Members, Ms. Carter moved to reject the ordinance drafted by city staff to allow the sale of alcoholic beverages on Sunday to begin at 10:00 a.m. Ms. Snuggs seconded the motion. Council Members Burks, Carter, and Snuggs voted in favor of the motion. Council Members Bell, Moffitt, Redding, and Swiers voted no.

Mr. Bell then moved to adopt the following ordinance to allow the sale of alcoholic beverages on Sunday to begin at 10:00 a.m. Ms. Redding seconded the motion, and Council Members Bell, Moffitt, Redding, and Swiers voted in favor of the motion. Council Members Burks, Carter, and Snuggs voted no.

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WHEREAS, the council waited before acting upon this request in order to give interested parties time to express their opinions on the issue; and

WHEREAS, after deliberating upon the issue, the council has decided to exercise its authority under G.S. 160A-205.3 to allow the requested expansion of the hours on Sundays during which the sale of alcoholic beverages is permitted;

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Section 3. All previously adopted ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 4. This Ordinance shall be in full force and effect upon and after the 15th day of April, 2018.

This Ordinance was approved by the Asheboro City Council in open session when the Ordinance was first introduced during a regular meeting held on the 8th day of March, 2018.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

Due to the absence of the statutorily prescribed super majority required to adopt an ordinance on the first day of its introduction, the ordinance will be presented for a second reading and Council action during the governing board's next regular meeting on April 5, 2018.

7. Quasi-Judicial Hearing on Community Development Case No. SUP-18-01.

Mayor Smith opened the quasi-judicial hearing on the application for a Special Use Permit authorizing combustible liquid storage, above ground, in quantities greater than 2,000 but less than 100,000 gallons aggregate.

Mr. Nuttall was placed under oath and presented the planning staff's analysis of the application that included a properly submitted site plan. The request pertains to approximately 1.23 acres of land, which is a portion of an approximately 52.24-acre parcel of land located along Old Cedar Falls

Road. Randolph County Parcel Identification Number 7761876606 more specifically identifies the 52.24-acre parcel of land.

Clayton Terry Tucker, who is the land owner, authorized the submittal of the Special Use Permit application. The property for which a Special Use Permit has been requested is in an I2 General Industrial zoning district.

Mr. Nuttall utilized a visual presentation to explain the planning staff's analysis of the application. This analysis included the following information:

1. The property is inside the city limits.
2. Old Cedar Falls Road is a state-maintained minor thoroughfare at this location.
3. The area consists primarily of a mix of single-family residential uses and industrially zoned undeveloped properties and uses.
4. The applicant proposes to subdivide the identified parcel of land in order to develop an approximately 1.23-acre area for combustible liquid storage. The proposed subdivision is subject to review by city staff for compliance with the Asheboro Subdivision Ordinance.
5. The zoning ordinance allows for combustible liquids storage of less than 2,000 gallons as an accessory use by right. Combustible liquids storage of more than 2,000 gallons requires a Special Use Permit in the I2 zoning district. The application is proposing a facility with 30,000 gallons and ancillary activities.
6. The site plan also shows a 600 square ft. office. The office is not a requirement for the Special Use Permit.

On behalf of the Applicant, Mr. Darrin Shaffer with Energy United Propane and Mr. H.R. Gallimore, a realtor, were placed under oath and offered testimony in support of the request. This testimony was focused on addressing the prescribed standards for issuance of the requested Special Use Permit.

As part of their testimony, Mr. Shaffer and Mr. Gallimore expressed agreement with the following conditions that were recommended by the planning staff for attachment to the requested Special Use Permit:

1. As indicated on the site plan, the proposed 600 sq. ft. office is proposed as a "future" facility. If this office is constructed or if employees are on-site as part of the regular operations of the proposed land use, paving of parking areas shall be required in accordance with Table 400-1 and Section 408.
2. The site plan notes a 30' Type D Buffer on the northern boundary of the property adjacent to residentially zoned property. The Buffer D indicates a minimum 30' wide strip with 2 canopy trees and 6 understory trees per 100 L.F. and a row of evergreen shrubs placed along the property boundary not more than five feet apart on center to form a continuous opaque hedge of six (6) feet in height at the time of planting. The applicant may also substitute evergreen trees in lieu of evergreen shrubs that provide an equal or greater amount of screening consistent with the requirements in Section 304A.6. 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 Asheboro Zoning Ordinance shall be required.
3. Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the applicant shall provide documentation concerning the following:
 - (i) Driveway permit approval from NCDOT.
 - (ii) One or more instrument(s) of subdivision drafted to establish in fact the revised/new boundary lines shown as proposals on the submitted site plan shall be properly executed and recorded in the Office of the Randolph County Register of Deeds. Notice of such recordation shall be provided in a timely manner to the City of Asheboro Zoning Administrator.
4. Prior to the issuance of a Zoning Compliance Permit for the proposed land use, the Final Decision Document approving the requested Special Use Permit shall be approved.

The following additional witnesses were placed under oath: Mr. Reginald Womble, Ms. Evon Cromedy, Mr. Eugene Hoskins, Ms. Queen Green, and Ms. Wanda Hardy. These witnesses asked questions about the proposed land use in addition to presenting comments and concerns in opposition to the Special Use Permit application.

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

Upon motion by Mr. Moffitt, and seconded by Mr. Burks, the Council Members voted unanimously to approve, with the staff recommended conditions, the requested Special Use Permit. A final decision document with the formal findings of fact, conclusions of law, and order authorizing the requested Special Use Permit will be entered by the Council during regular session on April 5, 2018. This order will reflect the conditions imposed upon this permit as a consequence of the testimony during the quasi-judicial hearing.

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

8. Public comment period.

Mayor Smith opened the floor for public comments.

Mr. Reginald Womble asked the council some general zoning questions. With regard to issues unique to his property and his options as a property owner, Mr. Womble was advised to seek the assistance of an attorney with expertise in the real property practice area.

As a follow-up to the previous discussions pertaining to the sale of alcoholic beverages, Dr. John Rogers challenged the city to study the downsides of the sale and consumption of alcoholic beverages. Additionally, Dr. Rogers proposed that the city and the faith-based communities work together to implement resources that would help improve the community.

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

9. Request for the council to award a contract for the furnishing and installation of an elevator at the city-owned McCrary Gym.

City Engineer Michael Leonard, PE reported that three (3) bids to furnish and install an elevator at the city-owned McCrary Gym were received at the designated time on March 1, 2018. The three bids were as follows:

<u>S.E. Trogdon & Sons</u>	<u>S&S Building & Dev. LLC</u>	<u>Muter Construction</u>
\$235,900.00	\$326,000.00	\$352,682.00

In accordance with the written recommendation received from the project engineer, Hiram J. Marziano, PE, Mr. Leonard recommended the award of the general contract for the elevator installation project to the apparent lowest responsive, responsible bidder, S.E. Trogdon & Sons, Inc., which properly submitted a bid of \$235,900.00.

Based on this recommendation, Mr. Moffitt moved, and Ms. Carter seconded the motion, to award the said contract to S.E. Trogdon & Sons, Inc. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion.

A copy of the written discussion of bids submitted to the city council is on file in the city clerk's office.

10. Upcoming events.

Mayor Smith led a brief discussion of upcoming events occurring with the city government and the community in general. No action was taken by the city council during this portion of the meeting.

There being no further business, the meeting was adjourned at 8:52 p.m.

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Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on February 5, 2018

The Asheboro ABC Board met on February 5, 2018, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC.

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

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

The Board reviewed and there being no objection, approved the minutes of the January 2, 2018, Board meeting.

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

The GM presented to the Board 1st and 2nd quarter grant applications that were received on or before the application deadline. Applications were from Randolph Fellowship Homes, Asheboro Shelter of Hope, and Randolph County Schools. The Chair recused herself from considering the applications because of a past business-related relationship with an applicant representing the Asheboro Shelter of Hope. Board members Knight and Morrison reviewed the applications and upon motion of Morrison moved to award available 1st quarter funds to Randolph County Schools. The motion was seconded by Knight and approved by the Board.

The Board discussed the need for additional information in future grant applications to enable the Board to make more informative decisions concerning grant awards. The GM was directed to prepare new applicant guideline proposals and present the proposals for review at the March 2018 meeting. The Board also directed the GM to re-advertise the availability of 2nd quarter funds during April 2018 for consideration at the Board's May meeting.

Inspection reports from the Asheboro Police Department of ABC permitted locations within Asheboro were reviewed by the Board.

The GM updated the Board concerning the costs and probable profitability of opening a second ABC store. The GM will present additional financial estimates to the Board at its March 2018 meeting.

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

1. Asheboro ABC sales statistics comparing:

- January 2018 sales with the previous month indicate:
 - An overall -41.1% change (all sales and tax collections)
- January 2018 sales with sales from the same month last year indicate:
 - Retail Sales -1.4% (\$221,942.45)
 - Mixed Beverage Sales: +16.5% (\$28,888.03)
 - Sales Tax Collections: -1.4% (\$15,553.87)
 - Overall Collections: +.29% (\$266,384.35)
- January 2018 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: +6.0%
 - Mixed Beverage Bottle Sales: +6.7%
 - Overall Bottle Sales: +6.1%

The next regular Asheboro ABC Board meeting will be held Monday, March 5, 2018, at 5:30 p.m.

There being no further business, the meeting was adjourned.

Prepared by Rodney Johnson, GM, and Approved by the Board

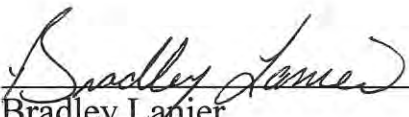
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Stephen R Knight
Robert Moun

OATH OF ASHEBORO AIRPORT AUTHORITY MEMBER

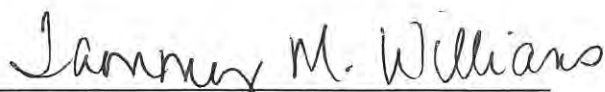
STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
CITY OF ASHEBORO

I, Bradley Lanier, do solemnly and sincerely swear (or affirm) that I will support and maintain the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; that I will endeavor to support, maintain, and defend the Constitution and laws of said State, not inconsistent with the Constitution of the United States; and that I will faithfully, well, and truly execute and discharge the duties of the office of a member of the Asheboro Airport Authority according to the best of my knowledge, skill and ability, and according to the law; so help me God.


Bradley Lanier

Sworn to and subscribed before me this the 5th day of March, 2018.

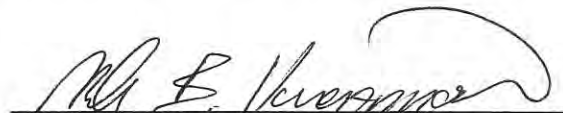



Tammy M. Williams
Deputy City Clerk
City of Asheboro, North Carolina

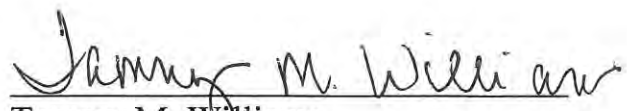
OATH OF ASHEBORO AIRPORT AUTHORITY MEMBER

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
CITY OF ASHEBORO

I, Mark E. Vuncannon, do solemnly and sincerely swear (or affirm) that I will support and maintain the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; that I will endeavor to support, maintain, and defend the Constitution and laws of said State, not inconsistent with the Constitution of the United States; and that I will faithfully, well, and truly execute and discharge the duties of the office of a member of the Asheboro Airport Authority according to the best of my knowledge, skill and ability, and according to the law; so help me God.


Mark E. Vuncannon

Sworn to and subscribed before me this the 5th day of March, 2018.


Tammy M. Williams
Deputy City Clerk
City of Asheboro, North Carolina



SIDEWALK AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Asheboro has requested federal funding administered by the North Carolina Department of Transportation (hereinafter referred to as the “NCDOT”) for the construction of a portion of sidewalk along the south side of Industrial Park Avenue between the entrance to Randolph Community College (RCC) and the RCC Continuing Education and Industrial Center; and

WHEREAS, the NCDOT has agreed, subject to the terms and conditions found in the attached SIDEWALK AGREEMENT (hereinafter referred to as the “Agreement”) prepared by the NCDOT, to participate in the cost of the proposed sidewalk construction; and

WHEREAS, city staff members have recommended, and the City Council has agreed, that it is advisable for the city to enter into the proposed Agreement with the NCDOT and secure federal funding to construct a portion of sidewalk along the south side of Industrial Park Avenue between the entrance to Randolph Community College (RCC) and the RCC Continuing Education and Industrial Center; and

WHEREAS, the said Agreement that must be executed in order to procure the requested funding for sidewalk construction is 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 attached Agreement is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor, City Clerk, and all other necessary city officials are hereby authorized to execute duplicate originals of the said Agreement. This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 5th day of April, 2018.

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

ATTEST:

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



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

March 5, 2018

Trevor L. Nuttall
Community Development Director
City of Asheboro
146 N. Church St.
Asheboro, NC 27203

Re: **Agreement**, TIP No. EB-5862

Hi Trevor,

Enclosed is the agreement for the above referenced project for the planning, design, and construction of the abovementioned subject. Please execute this and return three original copies to me at the address below. Please ensure that the agreement is signed, dated, attested and sealed and that the finance officer signs and includes the City's federal tax identification number as well as the remittance address. If someone other than yourself will be managing the project, please indicate that person's name and contact information in your return cover letter. The City of Asheboro has ninety (90) days to sign and return both originals. The Department of Transportation will execute the agreement and send one fully executed agreement back to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Johnson", with a long horizontal flourish extending to the right.

Ed Johnson, RLA, ASLA
Program Manager

MAILING ADDRESS:
SAFE ROUTES TO SCHOOL COORDINATOR
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
DIVISION OF BICYCLE AND PEDESTRIAN TRANSPORTATION
1552 MAIL SERVICE CENTER
RALEIGH, NC 27699-1552

TELEPHONE: 919-707-2604
FAX: 919-715-4421
WEBSITE: WWW.NCDOT.ORG/TRANSIT/BICYCLE/
EMAIL: ERJOHNSON2@NCDOT.GOV

LOCATION:
1 SOUTH WILMINGTON
TRANSPORTATION BUILDING, 4TH FLOOR
RALEIGH, NC 27601

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

RANDOLPH COUNTY

DATE: 3/2/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

CITY OF ASHEBORO

TIP #: EB-5862

WBS Elements: PE 47318.1.1

ROW

CON 47318.3.1

FEDERAL-AID NUMBER: TAP-0803(009)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$174,000

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

WITNESSETH:

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of Transportation Alternatives Program funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Pedestrian Sidewalk Improvements, hereinafter referred to as the Project, in Randolph County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$174,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of constructing a sidewalk on the south side of Industrial Park Avenue from Randolph Community College entrance to the Continuing Education and Industrial Center, in Asheboro

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- Construction

as further set forth in this Agreement.

3. FUNDING

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse 80% of eligible expenses incurred by the Municipality up to a maximum amount of One Hundred Seventy Four Thousand Dollars (\$174,000), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Transportation Alternatives Program	\$174,000	80 %	\$43,000	20 %
Total Estimated Cost		\$217,000		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$21,700, to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the

Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legisregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascritps/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result

of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-

Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference

<https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force

Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16.CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Pedestrian Sidewalk Improvements, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this

Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

▪ WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

▪ NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

▪ UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

▪ WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$174,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

▪ CONSTRUCTION ADMINISTRATION

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for

Transportation Alternatives Program funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

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

L.S. ATTEST:

CITY OF ASHEBORO

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

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

Approved by the City of Asheboro as attested to by the signature of _____

Clerk of the _____ (governing body) on _____

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

City of Asheboro

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

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



TO: John Ogburn, *City Manager*

FROM: Jonathan Sermon, *Recreation Services Director*

DATE: March 28, 2018

SUBJECT: **Written notice of proposed operational hours at the Downtown Farmers' Market.**

The Cultural & Recreation Services Department is requesting to be placed on the consent agenda for the April 5th City Council Meeting. The request is for the annual, formal written notice to both the city's elected officials and chief executive officer as required by Article XI, Section 11.2B of the Cultural & Recreation Services Department policy manual to address the proposed operational days and hours of the Downtown Farmers' Market for the 2018 season.

The normal hours of operation for the Market are Tuesday, Thursday, and Saturday each week during the months of May – October. The market historically also holds “pre-market” days the final two Saturday's of April each year. At last week's pre-market organizational meeting the vendors elected to follow this same pattern for the 2018 season. The Downtown Farmers' Market will begin operations for the 2018 market season with “pre-market” days on Saturday, April 21st and 28th then open fulltime on Tuesday, May 1st.

If needed Cultural & Recreation Services staff can be present at the Council Meeting to answer any questions concerning the proposed schedule.

January 8, 2018

Engineering Report on the renovations/improvements to Hangar J as shown in the cross hatched area on "Schedule C" attached

Hangar J was constructed in 1998 as basic enclosed hangars with doors, no insulation and minimum lighting. The structure has remained in fair to good condition and will serve its originally intended purpose of keeping aircraft secure and dry for many years to come. In its unimproved state Hangar J can expect to rent for \$800 per month or \$9,600 annually.

Multiple improvements were made to Hangar J in 2017 and include the following:

-Installation/replacement of outdoor lighting with LED wall pack fixtures , 12 high bay fixtures with LED fixtures, rework switched and receptacles	\$ 6,071.60
- Resealed Metal Roof with sealant and new screws	\$ 1,153.31
-Installation/replacement of bottom door seal and addition of side seal	\$ 3,260.00
-Installation of new trim	\$ 392.30
-Removal of dilapidated Concrete Apron, and Installation of New Concrete Apron	\$14,000.00
-Installation of 5 Ton Gas Furnace and A/C	\$ 7,186.74
-Installation of Electrical Circuits for new HVAC System	\$ 1,446.67
-Contractors Labor and Fees	\$10,737.05
-Misc. Additional Expenses Incurred	\$ 984.82

<u>Total Cost Incurred for Improvements</u>	<u>\$45,232.49</u>
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Due to the multiple improvements Mr. Knight has made to Hangar J he has in fact extended the usable life along with increasing the overall appeal of the hangar not just to him, but to the usefulness, desirability and potentially increased revenue of the hangar when Mr. Knight's lease is over. At current rates these improvements can expect an increase in rent to \$1,200 per month or \$14,400 annually, which is an increase of \$4,800 annually for the life of Hangar J.

Because he has incurred these expenses on his own, I recommend that we extend the lease agreement by 10 years in order to offset the cost of purchase and installation of these improvements.

This Engineer's Report is respectfully submitted by: _____

Michael L. Leonard, PE
City Engineer

Water Resources Division
146 N Church Street
PO Box 1106
Asheboro, NC 27204-1106



Tel: 336-626-1201 Ext. 258

Fax: 336-626-1218

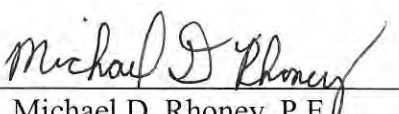
BID SUMMARY
CHEMICALS FOR THE CITY OF ASHEBORO
WATER/WASTEWATER TREATMENT PLANTS
MARCH 27, 2018

The City of Asheboro received fifteen (14) bid packages listed on the attached Bid Tabulation Sheet at 2:00 PM, March 13, 2018. These bids are for six (6) chemicals needed for operations at the Water/Wastewater Treatment Plants. These bids included furnishing chemicals to the plants for the time period from April 16, 2018 to April 15, 2019.

Bids for Fluosilicic Acid and Sodium Hypochlorite were solicited via advertising in accordance with City practice but the total purchasing amount for these chemicals is under the formal bidding threshold.

It is recommended that the contracts to purchase chemicals from April 16, 2018 to April 15, 2019 be awarded to the responsive low bidders as listed below:

<u>Chemical</u>	<u>Company</u>	<u>Price</u>
Liquid Alum	Chemtrade Chemicals US, LLC	\$259.00/Ton
Liquid Caustic	Brenntag Mid-South	\$652.63/Ton
Fluosilicic Acid	Univar, USA, Inc	\$244.84/Ton
Sodium Hypochlorite	Univar, USA, Inc	\$0.5980/Gal
Calcium Nitrate	Lime-Chem	\$1.86/Gal
Sodium Permanganate	Shannon Chemical Corp	\$8.43/Gal

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

CITY OF ASHEBORO CHEMICAL BID TABULATION MARCH 13, 2018

Company Name	Liquid Alum	Liquid Caustic	Floussilic Acid	Sodium Hypochlorite 12%	Calcium Nitrate	Sodium Permanganate
Amerochem Corporation NSF CERT (X)						\$8.80
Brenntag Mid-South NSF CERT ()		\$652.63	\$331.58	\$0.6225		\$8.75
C & S Chemicals NSF CERT (X)	\$286.00					
Chemrite, Inc. NSF CERT (X)						\$9.48
Chemtrade Chemicals US LLC NSF CERT (X)	\$259.00					
Evoqua Water Technologies NSF CERT ()					\$2.10	
GEO Specialty Chemicals NSF CERT (X)	\$415.14					
JCI Chemicals NSF CERT (X)		\$660.00		\$0.6200		
Lime-Chem NSF CERT ()					\$1.86	
Pencoco, Inc NSF CERT (X)			\$340.00			
Shannon Chemical NSF CERT (X)			\$717.17			\$8.43
Oltrin Solutions LLC NSF CERT ()		\$660.00				
Univar, USA, Inc NSF CERT (X)	\$292.00	\$716.00	\$244.84	0.5980		
Water Guard, Inc NSF CERT (X)			\$358.00			\$9.34
MINIMUM BID	\$259.00	\$652.63	\$244.84	\$0.5980	\$1.86	\$8.43
MAXIMUM BID	\$415.14	\$716.00	\$717.17	\$0.6225	\$2.10	\$9.48