

**AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, JULY 12, 2018, 7:00 PM**

1. Call to order.
2. Silent prayer and pledge of allegiance.
3. Consent agenda:
 - (a) Approval of the meeting minutes for the city council's regular meeting on June 7, 2018.
 - (b) Approval of the meeting minutes for the city council's special meeting on June 26, 2018.
 - (c) Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for June 4, 2018.
 - (d) Approval of the final decision document for land use case nos. CUP-18-06 and SUB-18-01.
 - (e) Approval of the final decision document for land use case no. SUP-18-02.
 - (f) Approval of a resolution appointing Robert E. Morrison to a new 3-year term of office on the Asheboro ABC Board.
 - (g) Approval of a resolution awarding to Charles L. Hamilton, upon his retirement from the Asheboro Police Department, his service side arm.
 - (h) Approval of a professional services proposal from ECS Southeast, LLP in the amount of \$5,000 for an environmental engineering study for the proposed Zoo City Sportsplex.
 - (i) Approval of the North Carolina Department of Transportation State Aid to Airports Block Grant Agreement to purchase property adjacent to the Asheboro Regional Airport.

(j) Request for approval to schedule for August 9, 2018, and to advertise, public hearings pertaining to the following land use cases:

(i) Request to rezone property located at the western corner of East Dixie Drive and Arrowwood Road (Randolph County Parcel Identification Numbers 7760177267 and 7760177187) from CU-B2 (Conditional Use General Commercial) to B2 (General Commercial).

(ii) Request to rezone property located on the north side of East Allred Street (Randolph County Parcel Identification Number 7762740259), west of 1591 East Allred Street, from R10 (Medium-Density Single-Family Residential) to CU-RA6 (Conditional Use High-Density Residential), issue a Conditional Use Permit authorizing a residential planned unit development, and approve a subdivision sketch design.

(iii) Request for a Special Use Permit for Manufacturing, Processing, and Assembly (Light) in a Conditional Use General Commercial (CU-B2) district for property located at 307, 313, and 401 East Allred Street (Randolph County Parcel Identification Number 7762112401).

(iv) Request to rezone property at 624 Brewer Street and 621 Franks Street (Randolph County Parcel Identification Number 7761146503) from RA6 (High-Density Residential) and CU-B2 (Conditional Use General Commercial) to O & I (Office & Institutional).

4. Public comment period.

5. Willie Gladden will update the council on the recent Coach Russell Murphy football camp.

6. Quasi-Judicial Hearing: Designation of the exterior of the Asheboro Female Academy, 1839, which is located at 1126 South Park Street, as a local historic landmark.

(a) Randolph County Library Director and Randolph County Historic Landmark Preservation Commission Member Ross Holt will present information explaining the requested designation.

(b) Consideration of an ordinance making the requested historic landmark designation.

7. Combined Quasi-Judicial Hearing: An application to rezone property from R10 (Medium-Density Residential), B2 (General Commercial), and I2 (General Industrial) to CU-I2 (Conditional Use General Industrial) and to issue a Conditional Use Permit for a transfer station, including ancillary manufacturing, processing, and assembly activities. This property is located at 2445 and 2455 North Fayetteville Street and 200, 204, and 208 Pineview Street (Randolph County Parcel Identification Numbers 7753975069, 7753976059, 7753977009, 7753978029, 7753978243, 7763070038, 7753974069, and 7753973059).

Community Development Director Trevor Nuttall will present the applicant's request to continue this case to the council meeting on August 9, 2018.

8. Mayor Smith will lead a discussion of upcoming events and items not on the agenda.
9. Adjournment.

**REGULAR MEETING
ASHEBORO CITY COUNCIL
CITY COUNCIL CHAMBER, MUNICIPAL BUILDING
THURSDAY, JUNE 7, 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
Holly H. Doerr, CMC, NCCMC, NCCP, City Clerk/Paralegal
Michael L. Leonard, PE, City Engineer
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance Director
Jeffrey C. Sugg, City Attorney
Jody P. Williams, Chief of Police

1. Call to order.

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

2. Moment of silent prayer and pledge of allegiance.

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

3. Public hearing on the previously continued cases (Case Nos. RZ-18-06, CUP-18-06, and SUB-18-01) pertaining to the residential planned unit development proposed for the property at 1223 Crestview Church Road.

Prior to considering the above-referenced land use cases, conflict of interest concerns on the part of Council Members Bell and Redding that were raised by the board members themselves in consultation with the city attorney were addressed. The concern pertained to potential perceptions about the financial impact on Council Members Bell and Redding who are attorneys with an active law practice in the district court if they enter a decision adverse to the property owner in this case who is a district court judge.

Council Members Bell and Redding concurred with the city attorney’s opinion that they should be excused from hearing this case due to this conflict of interest concern.

Mr. Burks moved to excuse Council Members Bell and Redding from participating in the hearing of Case Nos. RZ-18-06, CUP-18-06, and SUB-18-01. Ms. Snuggs seconded the motion, and Council Members Burks, Carter, Moffitt, Snuggs, and Swiers voted in favor of the motion.

Council Members Bell and Redding then stepped away from the council table until this agenda item was completed.

Mayor Smith opened the public hearing on these land use cases (RZ-18-06, CUP-18-06, and SUB-18-01). Mr. Nuttall, who had already been placed under oath when a continuance request was heard during the May 2018 regular meeting, provided the Community Development Division staff’s analysis of the applicant’s requests.

John T. Robbins filed the application for a legislative rezoning from R-15 (Low-Density Single-Family Residential) to CU-R10 (Conditional Use Medium-Density Residential) zoning, the issuance of a Conditional Use Permit for a residential planned unit development (a “PUD”), and the approval of a subdivision sketch design plat. The land upon which the PUD is proposed for development is an approximately 10.46-acre parcel of land owned by James Pierce Hill, Jr. at 1223 Crestview Church Road, near the intersection of Zoo Parkway and Crestview Church Road, and more specifically identified by Randolph County Parcel Identification Number 7669289834.

The property is outside the city limits. In accordance with the applicable city ordinance provisions, the proposed connection to city water and sewer services will require annexation.

Zoo Parkway (NC 159) is a state-maintained major thoroughfare. Crestview Church Road is a state-maintained minor thoroughfare.

The immediate area primarily consists of low to medium density single-family residential uses. There are also some institutional uses and multi-family residential uses to the south along Zoo Parkway. The nearest R10 zoning is approximately 800 feet north along Zoo Parkway.

The existing R-15 (Low-Density Residential) zoning district only allows single-family dwellings on lots with a minimum of at least 15,000 square feet.

Along with the requested CU-R10 zoning, the applicant is seeking a Conditional Use Permit that would authorize a PUD consisting of 36 attached single-family dwellings (18 total structures), 36 lots, and common area. Traditional subdivisions in the R10 district require a minimum lot size of 10,000 square feet for single-family dwellings or 15,000 square feet for two-family dwellings. The maximum number of lots permitted is the same for Planned Unit Developments and traditional subdivisions. As required with a PUD application, a major subdivision sketch design has been submitted for review.

The Proposed Land Use Map designation for the land under review is Neighborhood Residential, and the Growth Strategy Map designation is Secondary Growth. This property is in the Central Small Area Plan.

The Community Development Division staff and the Planning Board recommended approval of the requested legislative rezoning based on the following analysis:

While the majority of the area around the subject property consists of low-density residential uses, the Zoo Parkway corridor also includes institutional and multi-family uses.

The requested CU-R10 district allows additional options in housing types, while the Conditional or Special Use Permit process can help ensure conformity with the Land Development Plan. Depending on the specific request, the Conditional Use permitting process has the ability to require development that more closely resembles the 'Neighborhood Residential' designation by mandating components such as sidewalks and open/recreation space that are encouraged by the LDP. The requested CU-R10 district and corresponding Conditional Use permitting process will also allow additional flexibility in how dwellings may be arranged in consideration of steep topography that exists on portions of the property.

Finally, the Central Small Area Plan indicates that areas with the 'Secondary Growth Area' growth strategy designation will be 'given the highest priority for receiving urban services and being annexed,' which also helps support the request to rezone the property from a low-density residential classification to a medium-density residential classification.

Considering these factors, staff believes that the requested CU-R10 district is consistent with the Land Development Plan and therefore reasonable and in the public interest.

On behalf of the applicant, Mr. Jon Megerian, Esq., Mr. Mack Summey, PE, and Mr. H.R. Gallimore were placed under oath and addressed the four standard tests for the issuance of a Conditional Use Permit.

Mr. Charles Wollard was placed under oath and inquired about storm water issues. Additionally, Mr. Jimmie D. Kinney, Jr. was placed under oath and presented concerns about the possibility of an increase in traffic along Crestview Church Road. There being no further comments from the public, Mayor Smith asked the Council to proceed to the deliberative phase of the process.

The Council first addressed the request to place the property in a different zoning district. Mr. Moffitt moved, and Ms. Carter seconded a multi-part motion to follow the staff and planning board recommendations to approve the legislative portion of the application. Council Members Burks, Carter, Moffitt, Snuggs, and Swiers voted unanimously in favor of the multi-part motion that included the following actions:

- (A) Approval and adoption by the Council as its own of the above-stated consistency, reasonableness, and public interest analysis in support and explanation of the council's decision to grant the requested rezoning; and
- (B) The application for the CU-R10 zoning was approved, without any modifications, due to the above-described analysis and the consistency of the requested rezoning with the adopted plans.

With regard to the application for a Conditional Use Permit, Mr. Moffitt then moved to approve, with the staff recommended conditions, the requested Conditional Use Permit for a PUD consisting of 36 dwelling units to be located on the above-described property. Mr. Swiers seconded the motion, and Council Members Burks, Carter, Moffitt, Snuggs, and Swiers voted in favor of this motion. The issuance of this permit is based on the four standard tests being met.

The final decision document authorizing the Conditional Use Permit will be entered by the Council during regular session on July 12, 2018. This order will reflect the conditions imposed upon this permit as a consequence of the testimony presented during the public hearing.

With regard to the request for subdivision sketch design approval for the proposed PUD, Mr. Moffitt moved to approve the sketch design plat, and Mr. Burks seconded the motion. Council Members Burks, Carter, Moffitt, Snuggs, and Swiers voted aye. The final decision document entering this approval and describing the comments/conditions attached to the approval will be entered by the Council during regular session on July 12, 2018.

The visual presentation utilized by Mr. Nuttall during his presentation is on file in the city clerk's office.

[At the conclusion of this third and final vote in connection with agenda item no. 3, Council Members Bell and Redding returned to the council table.]

4. Public hearing on the proposed budget for fiscal year 2018-2019.

Mayor Smith opened the public hearing on the proposed budget for fiscal year 2018-2019.

Finance Director Deborah Reaves utilized a visual presentation to highlight the fund allocations for the proposed fiscal year 2018-2019 annual budget. Copies of the proposed budget and the visual presentation utilized by Ms. Reaves are on file in the city clerk's office.

Mayor Smith invited comments from the public, and Mr. James Armstrong inquired about the possibility of additional street lighting in certain areas. There being no further comments from the public, Mayor Smith closed the public hearing and announced that written comments will be accepted from the public until final consideration of the budget.

Final consideration of the budget will take place during a special meeting of the Council at 7:00 p.m. on June 26, 2018 in the Council Chamber.

5. Public hearing on the proposed appropriations during the upcoming fiscal year for economic development purposes unrelated to real property or business location incentives.

Mayor Smith opened the public hearing on the proposed appropriations during fiscal year 2018-2019 for economic development purposes.

Ms. Reaves utilized a visual presentation in order to highlight that the City of Asheboro partners and financially supports two local agencies for economic development activities, the Randolph County Economic Development Corporation (RCEDC) and the Asheboro/Randolph Chamber of Commerce. \$50,000.00 has been proposed for appropriation to the RCEDC, and \$25,000.00 has been proposed for appropriation to the Asheboro/Randolph Chamber of Commerce.

Mr. Walter Sprouse, who is the president of the Randolph County Economic Development Corporation, was available to answer questions.

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

The final consideration of the proposed budget, which includes these economic development expenditures, will take place during a special meeting of the Council at 7:00 p.m. on June 26, 2018 in the Council Chamber.

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

6. Consent agenda.

Upon motion by Mr. Bell and seconded by Ms. Snuggs, 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 May 10, 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) The meeting minutes for the city council's special meeting on May 18, 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.

(c) The meeting minutes for the city council's special meeting on May 23, 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.

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

The minutes of the meeting held by the Asheboro ABC Board on April 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 in the city clerk's office.

(e) Acknowledgement of the receipt, on May 23, 2018, of the budget message and proposed budget for the Asheboro ABC Board for fiscal year 2018-2019.

Copies of the budget message and proposed budget for the Asheboro ABC Board for fiscal year 2018-2019 are on file in the city clerk's office.

(f) Approval to schedule for July 12, 2018, and to advertise, a combined hearing concerning a proposed transfer station, including ancillary manufacturing, processing, and assembly activities, on property located at 2445 N. Fayetteville Street, 2455 N. Fayetteville Street, 200 Pineview Street, 204 Pineview Street, and 208 Pineview Street (Randolph County Parcel Identification Numbers 7753975069, 753976059, 7753977009, 7753978029, 7753978243, 7763070038, 7753974069, and 7753973059). This application seeks to rezone property from R10 (Medium-Density Residential), B2 (General Commercial), and I2 (General Industrial) to CU-I2 (Conditional Use General Industrial) in addition to obtaining a conditional use permit for the requested land use(s).

(g) The audit contract for the fiscal year ending June 30, 2018.

A copy of the audit contract for the fiscal year ending June 30, 2018 is on file in the city clerk's office.

(h) A resolution designating deputy finance officers to perform certain preaudit functions.

09 RES 6-18

RESOLUTION

Designating Deputy Finance Officers for Preaudit Authorization under Purchase Order Threshold

WHEREAS, it is the desire of the City Council that city services be performed efficiently and that he obligation of public funds comply with legal requirements;

WHEREAS, G.S. 159-28 (a) requires written obligations to include a preaudit certificate signed by the Finance officer or any deputy finance officer approved for this purpose by the governing board;

WHEREAS, obligations in excess of \$1,000 are approved with a purchase order or a contract for service;

WHEREAS, department heads are responsible for the operations and budget management for their departments;

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

Section 1: The following department heads are hereby designated as deputy finance officers for the purpose of preauditing obligations incurred to their department's budgets in amounts totaling less than \$1000:

City Attorney Jeff Sugg; IT Director Todd Stout; Planning Director Trevor Nuttall; Police Chief Jody Williams; Deputy Fire Chief Eddie Cockman; Chief Building Inspector Randy Purvis; Chief Fire Inspector Tony Fruitt; Public Works Director David Hutchins; Fleet Maintenance Superintendent Jeff Fox; Public Services Superintendent Dwaine Maness; Human Resources Director Doug Kemp, Recreation and Cultural Services Director Jonathan Sermon; Facilities Maintenance Superintendent Jimmy Cagle; Water Resources Director Michael Rhoney; Water and Sewer Maintenance Superintendent Andrew Connor; Water Plant Manager

Bryan Lanier; Wastewater Treatment Plant Manager Mike Wiseman; Technical Services Director Michele Dawes; System Maintenance Superintendent Jeff Cagle; Water Quality Director Bernadine Wardlaw

Section 2: The Facilities Maintenance Superintendent is hereby designated as deputy finance officer for the purpose of preauditing maintenance related obligations incurred by his department on behalf of the other departments during the course of their duties to maintain City Facilities.

Adopted this the 7th day of June, 2018.

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

ATTEST:

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

(i) An Ordinance to Amend the General Fund.

09 ORD 6-18

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:

That the following expense line item be increased / decreased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase/ Decrease</u>
	Community Redevelopment- Code	
10-490-5100	Enforcement Activities	80,000
10-565-4503	Contracted Services- Sidewalks	(50,000)
10-565-5800	Workers Compensation	(30,000)
10-580-7401	Capital Outlay	80,000
10-555-1800	Vehicle Parts – Inventory	(80,000)
		<u>0</u>

Adopted this 7th day of June, 2018.

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

ATTEST:

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

(j) An Ordinance to Amend the Water and Sewer Fund.

10 ORD 6-18

ORDINANCE TO AMEND THE WATER AND SEWER 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:

That the following expense line items be increased / decreased:

<u>Line Item</u>	<u>Description</u>	<u>Appropriated Amount</u>
30-810-3401	Meter Replacement	294,000
30-830-4500	Contracted Services	(294,000)
		<u>0</u>

Adopted this the 7th day of June 2018.

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

ATTEST:

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

- (k) **A resolution implementing financing for certain rolling stock needed by the city during fiscal year 2017-2018.**

RESOLUTION NUMBER 10 RES 6-18

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION APPROVING THE FINANCING OF CERTAIN ROLLING STOCK
ACQUIRED DURING FISCAL YEAR 2017-2018**

WHEREAS, Section 160A-20 of the North Carolina General Statutes authorizes the City of Asheboro (the "City") to finance the purchase of personal property by creating a security interest in the purchased property to secure payment of the purchase price to the entity supplying financing for the purchase transaction; and

WHEREAS, with the adoption of Resolution Number 25 RES 9-17 on September 14, 2017, the City Council of the City of Asheboro (the "Council") stated its intent, consistent with the City's budget ordinance for fiscal year 2017-2018, to authorize the expenditure of a maximum of \$676,971.00 from the City's General Fund during the current fiscal year for certain vehicles and equipment referenced in the adopted Resolution of Intent; and

WHEREAS, also by means of adopting Resolution Number 25 RES 9-17, the Council formally and explicitly declared the official intent of the City to fully reimburse the General Fund, with proceeds from a financing agreement to be executed before the end of the 2017-2018 fiscal year, for any and all expenditures for the purchase of the vehicles and equipment identified in Resolution Number 25 RES 9-17 that are necessary to the provision of essential municipal services; and

WHEREAS, consistent with the above-referenced Resolution of Intent, the City, in order to better accomplish its public purposes, acquired the vehicles and equipment (the "Equipment") described in the schedule attached to or set forth in the Equipment Lease-Purchase Agreement (the "Agreement") attached hereto as EXHIBIT 1, which is incorporated by reference into this Resolution as if copied fully herein; and

WHEREAS, the Council has concluded that the most economical and efficient means of financing the use of the described Equipment is pursuant to the terms and conditions found in the Agreement; and

WHEREAS, the Council has considered the attached Agreement that was provided to the governing board with this Resolution and has decided to approve the Agreement;

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

Section 1. The City is hereby authorized to enter into the Agreement between the City and Regions Equipment Finance Corporation ("Regions") with all riders, certificates, schedules, and amendments thereto so long as the Agreement is substantially, and in every material sense, in the form attached hereto.

Section 2. The execution and delivery of the Agreement is hereby approved, authorized, ratified, and confirmed.

Section 3. The mayor, city manager, and finance director, and each and any of them without the others, is hereby authorized to execute and deliver the Agreement on behalf of the City in substantially, and in every material sense, in the form presented to the Council at its regular June 2018 meeting with such changes or additions thereto or deletions therefrom as the officer executing the same shall approve

so long as such approval is consistent with the material terms of the Agreement attached hereto as EXHIBIT 1, such approval shall be conclusively evidenced by his or her execution of the Agreement. Each and any of them without the others is hereby authorized to execute and deliver on behalf of the City such contracts/agreements, indemnities, purchase orders, leases, bills of sale, certificates, or other instruments or obligations as they or any one of them may deem necessary or appropriate to the accomplishment of the Agreement. The execution and delivery of any such contract, instrument, or obligation described in the immediately preceding sentence prior to the date hereof by any such officer is in all respects hereby confirmed, ratified, and approved. The city clerk is hereby authorized and directed to affix the city seal to such instruments and to attest the same.

Section 4. The proper City officers are authorized and directed to do or cause to be done all such other acts and things required pursuant to the Agreement and related documents such as making all payments, specifically including rent payments, and to execute all documents, certificates, and instruments as in his, her, or their judgment may be necessary or advisable in order to carry out the directions found within this Resolution and to carry out the City's obligations under the Agreement or any properly amended, renewed, or supplemental agreement. All actions heretofore taken by the City's officers in connection with the acquisition of the Equipment and negotiation of the Agreement are hereby approved, ratified, and confirmed in all respects.

Section 5. The City hereby designates the Agreement to be a "qualified tax exempt obligation" under the provisions of Section 265(b)(3) of the Internal Revenue Code, as amended.

Section 6. The City and its proper officers understand Section 15 of the Agreement pertaining to insurance, and they hereby agree to obtain property and liability coverage consistent with the terms of the Agreement through the self-insured risk pool administered by the North Carolina League of Municipalities, the Interlocal Risk Financing Fund of North Carolina.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 7th day of June, 2018.

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

ATTEST:

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

[Exhibit 1 that is referenced above is on file in the city clerk's office.]

(I) **A resolution updating the city's employee policies and procedures manual.**

RESOLUTION NUMBER 11 RES 6-18

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION EXPRESSING CONCURRENCE WITH REVISIONS TO THE
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"), which was originally promulgated by the city manager and approved by resolution of the Asheboro City Council on March 4, 2004, has to be updated on a regular basis; and

WHEREAS, subsequent to the last revision of the Manual, the city manager, acting on recommendations submitted by the human resources director, has revised certain policies in the Manual pertaining to the prevention of workplace harassment and payroll administration; and

WHEREAS, the revised policies have been specified in the exhibits attached hereto as EXHIBIT 1 and EXHIBIT 2, which are hereby incorporated into this Resolution by reference as if copied fully herein; and

WHEREAS, the city manager's decision to incorporate the attached revisions into the Manual included an effective date of July 1, 2018 for the rewritten text found in EXHIBIT 1 and EXHIBIT 2; and

WHEREAS, the Asheboro City Council has concluded that the city manager's decision to update the Manual by adopting the attached revisions is supportive of the governing board's goal to create a positive work environment for municipal employees and thereby facilitate excellence in the provision of municipal services to the citizens of Asheboro;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that it concurs with the city manager's decision to incorporate, with an effective date of July 1, 2018, the revisions to the City of Asheboro Employee Policies and Procedures Manual attached to this Resolution as EXHIBIT 1 and EXHIBIT 2.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 7th day of June, 2018.

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

ATTEST:

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

EXHIBIT 1

ARTICLE I. UNIFIED HUMAN RESOURCES SYSTEM

SECTION 7. WORKPLACE HARASSMENT PREVENTION POLICY

Harassment of any employee in the workplace by management (including elected and appointed public officials as well as division and department heads), supervisory personnel, co-workers, or nonemployees (including contractors, vendors, or customers) on the basis of race, color, religion, sex (including pregnancy, gender identity, transgender status, and sexual orientation), national origin, age, disability, genetic information, veteran status, or other characteristic protected by applicable law is a form of discrimination that violates the law and city policy. Such harassment is prohibited and will not be tolerated. No employee is immune from this policy.

If you believe that you are being or have been subjected to such harassment, you must immediately report the perceived harassment according to the reporting procedure described below. All reports of perceived unlawful harassment will be investigated, and, if it is found to have occurred, appropriate disciplinary action up to and including termination of employment will be taken. Consideration will also be given to remedial action necessary to eliminate unlawful harassment and to remove any detriment suffered by the aggrieved employee as a result of unlawful harassment.

Retaliation against employees who report perceived unlawful harassment, or who participate in investigations as witnesses or in other capacities, also violates the law and city policy. Such retaliation is prohibited and will not be tolerated and must be reported immediately according to the reporting procedure below.

Workplace Harassment Defined

The purpose of this policy is not to regulate the personal morality of employees. It is to ensure that, in the workplace, employees are not subjected to harassment based on characteristics protected by law and to ensure that employees do not inadvertently engage in behaviors that may be perceived as such harassment.

Unlawful harassment may include:

- (1) Verbal, nonverbal, or physical conduct that shows aversion, denigration, or hostility because of race, color, religion, national origin, sex (including pregnancy, gender identity, transgender status, and sexual orientation), age, disability, veteran status, or other protected characteristic when it:
 - (A) Creates an intimidating, hostile, or offensive working environment;
 - (B) Unreasonably interferes with an individual's work; or
 - (C) Adversely affects an individual's employment opportunities.
- (2) Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - (A) Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment;
 - (B) Submission to or rejection of the conduct is used as the basis for employment decisions; or
 - (C) The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of Types of Behavior That May Violate This Policy Include:

Verbal/Written Actions:

- Offensive comments, including slurs or ridicule of another's culture, accent, or appearance;
- Humor, jokes, teasing, or asking unwelcome questions about protected class characteristics, including comments about the individual's body;
- Computer transmissions/email/social media or online postings/texts;
- Intentional or persistent failure to respect an individual's gender identity (e.g., intentionally referring to the individual by a name or pronoun that does not correspond to the individual's gender identity);
- Threatening, intimidating, or abusive words or acts;
- Rumors about other employees; or
- Whistling.

Sexual Harassment Also Includes:

- Offering or implying an employment-related reward such as a promotion or raise in exchange for sexual favors or submission to sexual conduct, or threatening or carrying out negative actions such as termination, demotion, or denial of a raise or leave due to the rejection of such advances;
- Comments about sexual activities, prowess, or deficiencies;
- Propositions, innuendo, flirtation, suggestive or sexist comments, or gifts; or
- Continued advances or other unwelcome conduct after the conclusion of a consensual relationship.

Sexual Harassment Can Include: Conduct between members of the same sex.

Visual/Graphic/Non-Verbal: Pictures, posters, signs, cartoons; display of objects or images; graffiti; vandalism; staring; or exclusion.

Physical Actions: Touching, pinching, patting, brushing against the body, hugging, assault, impeding access, or vandalism.

Scope of the Policy

Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events.

Rude, uncivil, disrespectful, or otherwise unacceptable conduct that is not based on legally protected characteristics is not covered by this policy. However, it is covered by other city policies.

Reporting Procedure

If you experience unwelcome conduct in violation of this policy, or believe that you are being unlawfully harassed or retaliated against, or you observe or otherwise become aware of such conduct in the workplace, you are encouraged (if you are comfortable doing so), but not required, to promptly tell the person that the conduct is unwelcome and ask them to stop the conduct. Anyone who receives such a request is expected to comply with the request and not retaliate against the person making the request.

If this action does not put a stop to the unwelcomed conduct or perceived harassment or retaliation, or if you do not want to confront the individual, then you must immediately report the conduct to one of the following individuals: (a) the city manager, (b) the human resources director, or (c) the human resources specialist, who, as of the date of the adoption of this policy, is Lesia H. Cox.

Regardless of which approach you take, the city encourages prompt reporting of unwelcome conduct before it becomes severe or pervasive. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived harassment.

This procedure does not require reports to be made to your supervisor or to anyone who you believe is participating in the conduct. Instead, you may choose from the above-listed individuals the person with whom you would be most comfortable speaking.

Supervisors and managers who become aware of perceived harassment or retaliation must immediately report such matters to the following individuals: (a) the city manager, (b) the human resources director, or (c) the city attorney.

Disciplinary action, up to and including termination of employment, may result against supervisors and managers who fail to respond immediately and appropriately to the allegations.

All reports of alleged harassment or retaliation will be investigated. Under no condition will the investigation be conducted by or under the direction of the person reported to have engaged in the alleged harassment or retaliation. Confidentiality will be maintained to the extent consistent with adequate investigation and appropriate corrective action.

EXHIBIT 2

ARTICLE III. PAYROLL CLASSIFICATION AND PAYROLL ADMINISTRATION

SECTION 4. OVERTIME AND SPECIAL DUTY ASSIGNMENT

- 4.01 For the purpose of calculating compensatory time-off and overtime pay, the standard workweek for city employees is 12:01 a.m. Sunday – 12:00 Midnight Saturday. This standard workweek may not be altered without the permission of the city manager.
- 4.02 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.
- 4.03 With the exception of subsection 4.12, this overtime and special duty assignment policy is applicable only to city employees who are nonexempt under the Fair Labor Standards Act ("FLSA").
- 4.04 Employees are expected to work during all assigned periods exclusive of breaks or mealtimes. Except in cases of emergency, employees are prohibited from performing work during any time that they are not scheduled to work unless they receive prior approval from their immediate supervisor. 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.
- 4.05 It is the policy of the city, in agreement with its employees, that nonexempt employees receive compensatory time-off at a rate of one-and-one-half hours for each hour of overtime worked. Except for law enforcement and fire protection employees, nonexempt employees receive compensatory time-off at the rate of one-and-one-half hours for every hour worked over 40 hours in a standard 7-day workweek. Pursuant to Section 207(k) of the FLSA and 29 CFR Part 553, nonexempt law enforcement employees are entitled to this overtime rate only for hours worked in excess of 92 hours in a 15-day cycle, and fire protection employees are entitled to this overtime rate only for hours worked in excess of 114 hours in a 15-day cycle.
- 4.06 "Gap" time refers to the hours that fall between a nonexempt employee's regularly scheduled hours and, in the case of an employee who is not subject to the Section 207(k) exemption, the 40 hours that the employee must work before becoming entitled to the overtime premium rate for pay or compensatory time-off. The hourly or salaried pay established in the pay plan for a nonexempt employee who is not paid under the Section 207(k) exemption is the entirety of the pay to be received by the employee for the hours worked during the standard workweek so long as the hours actually worked do not exceed the 40-hour maximum. No additional compensation will be paid or granted for "gap" hours that do not cause the employee to exceed the 40-hour maximum.
- 4.07 The applicability of this section of the city employee policies and procedures manual is limited to nonexempt law enforcement and fire protection personnel paid under the Section 207(k) exemption.
- (A) The salary established in the pay plan for a nonexempt law enforcement employee or fire protection employee paid under the Section 207(k) exemption is the only compensation that will be paid to the employee for all of the regularly scheduled hours worked by the employee. For "gap" hours in a non-overtime work cycle that do not cause a law enforcement employee to exceed 92 hours in a 15-day cycle or a fire protection employee to exceed 114 hours in a 15-day cycle, such an employee will receive bonus compensatory time-off on an hour-for-hour basis, not the overtime premium rate of one-and-one-half hours, for each hour actually worked in excess of the total number of hours that the employee was scheduled to work during the 15-day cycle.
- (B) During an overtime work cycle, such an employee will be paid in cash on a straight time basis for all "gap" time worked and paid in cash on an overtime premium basis (one-and-one-half hours) for every hour worked by a law enforcement employee in excess of 92 hours in a 15-day cycle and every hour worked by a fire protection employee in excess of 114 hours in a 15-day cycle.
- (C) None of the foregoing provisions are to be interpreted or implemented in a manner that impedes the utilization by management officials of special duty assignments that are compensated with bonus cash payments that are calculated by using the overtime premium rate of one-and-one-half hours. Such bonuses are to be calculated as a separate and distinct form of compensation.
- 4.08 With the exception of holiday leave, when an employee takes leave from work, the compensatory leave time bank must be exhausted prior to using any accrued vacation or sick leave. Because accrued holiday leave expires if not used within a designated timeframe, if an employee has

accrued holiday leave, the employee may exhaust the holiday leave bank first and then use any compensatory leave time prior to utilizing vacation or sick time for time away from work. The only exception to using compensatory time-off 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.

- 4.09 In a situation where a nonexempt employee performs work that fails to qualify as overtime work because the employee did not actually work over 40 hours during the standard 7-day workweek, or for a law enforcement employee or a fire protection employee subject to the Section 207(k) exemption who did not work in excess of the threshold amount set for overtime work during the prescribed 15-day cycle, such an employee may receive a bonus in the form of one-and-one-half hours of compensatory time-off for every hour worked in furtherance of the assigned task if the work is designated 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 nonexempt employee may receive a bonus in the form of a monetary payment rather than compensatory time-off for work on a special assignment if such work is designated for special duty pay by the employee's division director or department head on the employee's time sheet or time card. Such a bonus shall be calculated on the basis of one-and-one-half times the employee's regular rate of pay for each hour worked on a special duty assignment.
- 4.10 When a nonexempt 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 with the granting of either bonus compensatory time-off or the payment of a monetary bonus as described above in subsection 4.09, and a guarantee that the employee will receive, under this option, credit for no less than 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.
- 4.11 Nonexempt law enforcement employees and fire protection employees subject to the Section 207(k) exemption may accrue not more than 480 hours of compensatory time-off. All other nonexempt employees may accrue not more than 240 hours of compensatory time-off. When the thresholds specified in this subsection are reached, the nonexempt employee will receive a monetary payment of one-and-one-half times the employee's regular rate of pay for each hour in excess of the limits specified in this subsection.
- 4.12 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.
- 4.13 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 years of employment, or the final regular rate received by the employee, whichever is higher.
- 4.14 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 nonexempt 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 nonexempt employees of one-and-one-half hours for each hour of special duty assignment. The maximum amount of time that can be accrued by exempt employees is dependent on whether the employee is subject to the Section 207(k) exemption. If the Section 207(k) exemption is not applicable, the maximum accrual of special duty compensatory time-off allowed by this policy is 240 hours. If the Section 207(k) exemption is applicable to the employee, the maximum accrual of special duty compensatory time-off allowed by this policy is 480 hours. Any special duty compensatory time-off 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-off.
 - (B) As with nonexempt 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 unusual work scheduling needs arise, the employee and the employee's supervisor should make every effort to fluctuate the schedule to avoid the accrual of compensatory time-off.

- (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 generally accrue up to 240 hours and those subject to the Section 207(k) 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 207(k) exemption or 240 hours for law enforcement and fire protection employees who qualify for the Section 207(k) 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.

7. Community Development Items:

- (a) **Case No. SUP-18-02: A quasi-judicial hearing to consider an application for a Special Use Permit authorizing a change of use on property with two building addresses: 624 Brewer Street and 621 Franks Street (Randolph County Parcel Identification Number 7761146503).**

Mayor Smith opened the quasi-judicial hearing on the request to issue a Special Use Permit to allow a change from one non-conforming use to another non-conforming use.

Mr. Nuttall was placed under oath and presented the planning staff's analysis of the Special Use Permit application. The applicant for the Special Use Permit is Ready 4 Change, Inc., which wants to utilize the space at 624 Brewer Street to provide professional services, i.e. counseling services. The rented space is part of an approximately 3.3-acre parcel of land (Randolph County Parcel Identification Number 7761146503) that also includes the facility at 621 Franks Street. This parcel of land is owned by Eastside Improvement Association, Inc.

During his presentation, Mr. Nuttall utilized a visual presentation and noted the staff's analysis of the Special Use Permit application as follows:

1. The property is inside the city limits, and all city services are available.
2. Brewer and Franks Streets are both local streets.
3. In 1982, a Special Use Permit was issued for a large child care facility (SUP-82-15) in the structure located at 624 Brewer Street.
4. In 2001, a portion of the property, where the structure at 621 Franks Street is located, was rezoned from RA6 to CU-B2 (Conditional Use General Commercial), with a Conditional Use Permit (CUP-02-23) for a membership organization (specifically a gym). No changes are proposed to this portion of the property.
5. The requested use of the portion of the property at 624 Brewer Street is professional services (counseling). This use is permitted by right in OA6 (Office-Apartment), O&I (Office & Institutional), M (Mercantile), B2 (General Commercial), B3 (Central Commercial), I1 (Light Industrial), and I2 (General Industrial) districts. This use is not permitted by right in the RA6 district.
6. The zoning ordinance allows a Special Use Permit to be issued for a change in non-conforming uses if supported by Section 803(B)(C) of the Asheboro Zoning Ordinance. Both the previous use (large child care center) and the proposed use (professional services, i.e. counseling services) are non-conforming in the RA6 district, which is the zoning district in which the 624 Brewer Street structure is located.
7. No new structures or additions to existing structures are proposed. The Applicant proposes adding a community garden on the property (which does not specifically require a SUP).

Mr. Tim Vincent of Ready 4 Change was placed under oath and offered testimony in support of the request. Additionally, Ms. Michele Hammond and Mr. Willard D. McNair, Jr. were placed under oath and offered testimony in support of the request.

Mr. James Armstrong, Rev. Phillip Taylor, Ms. Patricia Covington, Ms. Lovette Brown, and Ms. Maxine McIver testified in opposition to the application.

After all of the parties who wished to offer testimony were heard, Mayor Smith transitioned to the deliberative phase of the public hearing.

The Council Members then discussed the lack of evidence to satisfy the standard prescribed by the Asheboro Zoning Ordinance for the issuance of the requested Special Use Permit. Based on this discussion, Ms. Carter moved, and Ms. Snuggs seconded the motion, to deny the application for a Special Use Permit. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted unanimously to adopt the motion denying the requested Special Use Permit.

A final decision document with the formal findings of fact, conclusions of law, and order denying the Special Use Permit will be entered by the Council during regular session on July 12, 2018.

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

(b) Case No. RZ-18-07: A public hearing on an application to rezone property located on the north side of East Salisbury Street, between 1745 and 1793 East Salisbury Street, (Randolph County Parcel Identification Number 7761738476) from R40 (Low-Density Residential) and R10 (Medium-Density Residential) to B2 (General Commercial).

Mayor Smith opened the public hearing, which was legislative in nature, on the request by the State Employees Credit Union to rezone approximately 14.83 acres of land from R40 (Low-Density Residential) and R10 (Medium-Density Residential) to B2 (General Commercial). The land to be rezoned is owned by Earlene Ward and is located on the north side of East Salisbury Street, between 1745 and 1793 East Salisbury Street. Randolph County Parcel Identification Number 7761738476 more specifically identifies the property.

Mr. Nuttall utilized a visual presentation to summarize the planning staff's analysis of the request. The staff report noted the following:

1. The property is outside the city limits. Connection to city water and sewer services will require annexation in accordance with the applicable city ordinance provisions.
2. East Salisbury Street is a state-maintained minor thoroughfare at this location. The property is approximately 400 feet west of East Dixie Drive/U.S. Highway 64 at a signalized intersection with East Salisbury Street.
3. The property currently has split zoning between the R10 district and R40 district (which comprises the majority of the parcel with approximately 10.6 acres).
4. The zoning ordinance states that the intent of the B2 district is *to serve the convenience goods, shoppers goods retail and service needs of the motoring public, both local and transient. This district should always be located with access directly to major or minor thoroughfares, never local streets.*

The Planning Board recommended approval of the request. This recommendation was based on the Planning Board's concurrence with the following analysis from the Community Development Division staff that evaluated the consistency of the requested rezoning with the adopted comprehensive plans as well as the reasonableness of the request and whether the requested rezoning is in the public interest:

Several factors support the request. The Land Development Plan proposed land use map designates the property for Commercial Use. The Growth Strategy Map indicates the property is part of an Employment Center, which includes commercial uses as a component. The Eastern Small Area Plan recognizes suitability of commercial growth in various locations along and near the U.S. Highway 64 corridor in close proximity to the property. The property also adjoins established commercial uses to the south and east, and commercially zoned property and established industrial uses to the west.

Additionally, the property has frontage solely on East Salisbury Street, which will necessitate access to development from that minor thoroughfare instead of local, residential streets. Along with required buffering/screening adjacent to residential uses, this will help mitigate impacts of commercial property onto adjacent residential properties.

Considering these factors, staff believes that the requested B2 district is consistent with the Land Development Plan and therefore reasonable and in the public interest.

Mr. Aaron Hutchens of Summey Engineering and Ms. Earlene Ward presented comments in favor of the request.

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

Upon motion by Mr. Bell, and seconded by Ms. Carter, Council voted unanimously to follow the staff and Planning Board recommendations to approve the requested rezoning and adopted a multi-part motion that included the following actions:

1. Approval and adoption by the Council as its own of the above-stated consistency, reasonableness, and public interest analysis in support and explanation of the council's decision to grant the requested rezoning; and
2. The application for the requested zoning amendment was approved, without any modifications, due to the above-described analysis and the consistency of the requested rezoning with the adopted plans.

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

(c) Public hearing on the question of whether to approve the 2018-2023 Central Business District Redevelopment Plan.

Mayor Smith opened the public hearing on the question of whether to approve the 2018-2023 Central Business District Redevelopment Plan.

Mr. Nuttall presented and recommended adoption of the 2018-2023 Central Business District Redevelopment Plan. There being no further comments and no opposition from the public, Mayor Smith moved to the deliberative phase of the hearing.

Upon motion by Mr. Bell and seconded by Mr. Burks, Council voted unanimously to approve the 2018-2023 Central Business District Redevelopment Plan. A copy of the approved plan is on file in the Community Development Division.

(d) Public hearing to discuss possible applications for funding under the 2018 North Carolina Neighborhood Revitalization Community Development Block Grant Program (CDBG-NR) and to solicit citizen input on possible activities to be included in these applications.

Mayor Smith opened a public hearing to discuss and solicit input on possible applications for funding under the 2018 North Carolina Neighborhood Revitalization Community Development Block Grant Program (CDBG-NR).

Mr. Nuttall presented an overview of the above-referenced block grant program. After the hearing, if the city decides to pursue any specific projects, a project specific hearing will be scheduled and advertised. In essence, this hearing is step one in a 2-step process. No one expressed an interest in speaking, and Mayor Smith closed the public hearing.

Other than conducting a public hearing, no action was requested of the council at this time, and none was taken.

(e) Presentation of the City of Asheboro Planning Board Annual Report.

Mr. Nuttall presented the City of Asheboro Planning Board Annual Report. The Planning Board reviewed approximately 27 cases as of May 7, 2018, which is an increase of 14 cases over the prior year. A copy of the written report presented by Mr. Nuttall is on file in the Community Development Division. No action was taken by the Council.

8. Public comment period.

Mayor Smith opened the floor for public comments.

During the public comment period, Mr. Ben Chavis submitted a petition signed by property owners of Hickory Forest Subdivision requesting an evaluation of the potential for resurfacing and repairing Hickory Forest Drive.

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

9. Consideration of a petition from Lawrence B. Cranford Sr. Trading Co. requesting the satellite annexation of a parcel of land that is approximately 2.81 acres in size and is located at 3418 U.S. Highway 220 Business South.

- (i) After receiving an overview of the annexation petition from City Engineer Michael Leonard, Council Member Moffitt moved to adopt the following resolution by reference, and Council Member Bell seconded the motion. Council Members Bell, Burks, Carter, Moffitt, Redding,

Snuggs, and Swiers voted in favor of the motion and thereby approved the following resolution.

RESOLUTION NUMBER 12 RES 6-18

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE AN ANNEXATION PETITION

WHEREAS, a petition requesting the annexation of approximately 2.81 acres of land located at 3418 United States Highway 220 Business South has been received by the City Council of the City of Asheboro (the "Council") from the LAWRENCE B. CRANFORD, SR. TRADING COMPANY, which is the fee simple owner of the real property; and

WHEREAS, Section 160A-58.2 of the North Carolina General Statutes provides that the sufficiency of such a petition shall be investigated by the city clerk before further annexation proceedings take place; and

WHEREAS, the Council deems it advisable to proceed in response to this request for annexation;

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

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 7th day of June, 2018.

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

ATTEST:

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

In anticipation of the council's above-stated action, the city clerk prepared the following certification in advance of the council meeting and submitted this certificate for the council's review.

CERTIFICATE OF SUFFICIENCY

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

I, Holly H. Doerr, am the City Clerk for the City of Asheboro, and I do hereby certify that, with the assistance of staff members in various city departments, I have investigated the petition submitted by LAWRENCE B. CRANFORD, SR. TRADING COMPANY (the "Petitioner") requesting the annexation of approximately 2.81 acres of the Petitioner's land into Asheboro's satellite city limits. The tract of land for which the Petitioner is requesting annexation (the "Annexation Tract") is located at 3418 United States Highway 220 Business South and is not contiguous to Asheboro's primary city limits.

On the basis of the evidence obtained during the course of my investigation, I have concluded that all of the owners of the Annexation Tract have signed the prescribed petition. The petition appears to be sufficient to satisfy the provisions of Section 160A-58.1 of the North Carolina General Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Asheboro in order to make this certification effective as of the 7th day of June, 2018.

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

(ii) In light of the preceding council action and the submittal of the city clerk's certification document, Mr. Leonard then presented, for the council's consideration, a resolution setting the date for an advertised hearing on the question of the requested annexation. Council Member Moffitt moved to adopt the following resolution by reference, and Council Member Burks seconded the motion. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion and thereby approved the resolution.

RESOLUTION NUMBER 13 RES 6-18

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 INTO THE SATELLITE LIMITS OF THE CITY OF ASHEBORO

WHEREAS, by and through an authorized corporate officer, LAWRENCE B. CRANFORD, SR. TRADING COMPANY (the "Petitioner") has properly submitted a petition requesting the annexation into Asheboro's satellite city limits of approximately 2.81 acres of the Petitioner's land at 3418 United States Highway 220 Business South; and

WHEREAS, pursuant to a previously adopted resolution, the city clerk has investigated the sufficiency of the annexation petition; and

WHEREAS, the city clerk has certified the sufficiency of the petition for proceeding with setting the date for a public hearing on the question of the requested annexation in accordance with Section 160A-58.2 of the North Carolina General Statutes;

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

Section 1. A public hearing on the question of annexing the non-contiguous territory described herein will be held in the Council Chamber at Asheboro City Hall, which is located at 146 North Church Street, Asheboro, North Carolina 27203, during a special meeting of the Asheboro City Council that will begin at 7:00 p.m. on the 26th day of June, 2018.

Section 2. The area proposed for annexation is described by metes and bounds as follows:

Cedar Grove Township, Randolph County, North Carolina:

BEGINNING at a ½" iron pipe flush with the ground at the northeast corner of the LAWRENCE B. CRANFORD, SR. TRADING COMPANY property that is identified and described as New Lot 1 on a plat of survey recorded in Plat Book 156, Page 13, Randolph County Registry (this LAWRENCE B. CRANFORD, SR. TRADING COMPANY property will be hereafter referred to as the "Annexation Tract"), the ½" iron pipe at the beginning point of this metes and bounds description is located by means of the North Carolina Coordinate System at the coordinates of North 695,123.89 feet and East 1,755,930.41 feet (NAD 83); thence from the said beginning point following the proposed Asheboro satellite city limits line, which is also the eastern boundary line of the Annexation Tract, along the western margin of the public right-of-way for United States Highway 220 Business South the following courses and distances: South 09 degrees 51 minutes 23 seconds West 100.07 feet to a point identified with rebar that is 0.6' below ground; thence South 09 degrees 49 minutes 28 seconds West 100.00 feet to a ½" iron pipe that is flush with the ground; thence South 09 degrees 49 minutes 28 seconds West 62.63 feet to a ½" iron pipe that is flush with the ground at the southeast corner of the Annexation Tract; thence departing from the western margin of the public right-of-way for United States Highway 220 Business South and continuing to follow the proposed satellite city limits line by proceeding along the southern boundary line of the Annexation Tract North 82 degrees 29 minutes 54 seconds West 456.11 feet to a ½" iron pipe that is flush with the ground in the eastern margin of the public right-of-way for Old State Highway (North Carolina Secondary Road 1148) at the southwest corner of the Annexation Tract; thence departing from the southern boundary line of the Annexation Tract and continuing to follow the proposed satellite city limits line by proceeding along the western boundary line of the Annexation Tract, which is also the eastern margin of the public right-of-way for Old State Highway, the following courses and distances: North 22 degrees 49 minutes 34 seconds West 31.34 feet to a ½" iron pipe that is flush with the ground; thence North 18 degrees 39 minutes 17 seconds West 100.00 feet to a ½" iron pipe that is flush with the ground; thence North 13 degrees 15 minutes 38 seconds West 100.44 feet to a ½" iron pipe that is flush with the ground at the northwest corner of the Annexation Tract; thence departing from the eastern margin of the public right-of-way for Old State Highway and continuing to follow the proposed satellite city limits line along the northern boundary line of the Annexation Tract that is shared with the Pauline W. King property described in Deed Book 2060, Page 1122, Randolph County Registry and Plat Book 1, Page 332, Randolph County Registry the following courses and distances: South 87 degrees 45 minutes 23 seconds East 2.10 feet to point identified by rebar bent with a nail at the base; thence South 87 degrees 45 minutes 23 seconds East 562.60 feet to the point and place of BEGINNING, and containing 2.81 acres of land, more or less, within the Annexation Tract that is proposed for annexation into the satellite corporate limits of the City of Asheboro.

The above-listed description is in accordance with a plat of survey identified as job number 176707 with a plot date of May 30, 2018, and titled "ANNEXATION PLAT FOR CITY OF ASHEBORO LAWRENCE B. CRANFORD, SR. TRADING COMPANY, INC." This plat of survey was drawn under the supervision of Justin L. Luther, Professional Land Surveyor with Registration Number L-5107.

Section 3. Notice of the public hearing on the question of the proposed annexation of the above-described tract of land into Asheboro's satellite corporate limits shall be published in *The Courier-Tribune*, a newspaper having general circulation in the City of Asheboro, at least 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 held on the 7th day of June, 2018.

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

ATTEST:

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

10. Discussion of the potential purchase of land in furtherance of adopted airport improvement plans.

City Engineer Michael Leonard and City Attorney Jeff Sugg presented and recommended adoption, by reference, of a resolution authorizing the execution of options to purchase land for the Asheboro Regional Airport.

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

RESOLUTION NUMBER 14 RES 6-18

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION AUTHORIZING THE EXECUTION OF OPTIONS TO PURCHASE LAND FOR
THE ASHEBORO REGIONAL AIRPORT**

WHEREAS, in an effort to act upon the transportation improvement program adopted for the Asheboro Regional Airport (the "Airport"), the City of Asheboro (the "City") is attentive to opportunities to implement improvements for the Airport; and

WHEREAS, with the assistance of programs supported by the Federal Aviation Administration and the North Carolina Department of Transportation's Division of Aviation, grant funding is available for the City to use to purchase real property from willing sellers who own land identified for acquisition for the Airport's Runway Protection Zone (the "RPZ") and the future Runway 21 approach; and

WHEREAS, in response to the City's Airport land acquisition program, Michael E. Jones and Tina O. Jones have expressed a willingness to sell two parcels of land at 2142 Doull Mountain Road (collectively, the "Jones Parcels") to the City for the following appraised values: \$126,250.00 for the parcel of land where their current home is located and \$22,825.00 for an adjoining vacant lot; and

WHEREAS, in response to the same land acquisition program, Farrah F. McNeill and Jeremy E. McNeill have expressed a willingness to sell to the City for the appraised value of \$66,800.00 a parcel of land they own at 1480 Union Church Road (the "McNeill Parcel");

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the mayor, city clerk, and all other city officials needed to complete the purchase of the Jones Parcels are hereby authorized and directed to execute and implement the options to purchase that are collectively attached to this Resolution as EXHIBIT 1 and are hereby incorporated into this Resolution by reference as if copied fully herein; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that, in accordance with the funding rules applicable to this land acquisition program, the City will pay to Michael E. Jones and Tina O. Jones a housing replacement payment of \$31,000.00, half at the time the option to purchase the residentially occupied parcel of land is fully executed and the remaining half at the time of the closing on a dwelling meeting the funding program criteria for a decent, safe, and sanitary dwelling; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the mayor, city clerk, and all other city officials needed to complete the purchase of the McNeill Parcel are hereby authorized and directed to execute and implement the option to purchase that is attached to this Resolution as EXHIBIT 2 and is hereby incorporated into this Resolution by reference as if copied fully herein.

**SPECIAL MEETING NOTICE
CITY COUNCIL OF THE CITY OF ASHEBORO**

MEETING DATE: **TUESDAY, JUNE 26, 2018**

MEETING TIME: **7:00 P.M.**

LOCATION: **COUNCIL CHAMBER ON THE 2ND FLOOR OF ASHEBORO CITY HALL,
146 NORTH CHURCH STREET,
ASHEBORO, NORTH CAROLINA 27203**

At 7:00 p.m. on Tuesday, June 26, 2018, the Asheboro City Council will convene for a special meeting in the council chamber located on the 2nd floor of Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203. The following agenda items will be considered and acted upon:

1. A consent agenda with the following items for adoption or acknowledgment:
 - (a) Ordinances amending project funds (Airport Improvements and Economic & Tourism Development) and the FY 2017-2018 budget ordinance;
 - (b) Receipt of the Asheboro ABC Board meeting minutes for May 7, 2018;
 - (c) Receipt of the Asheboro ABC Board budget for fiscal year 2018-2019;
 - (d) A resolution authorizing the conveyance of a used street sweeper to the City of Randleman;
 and
 - (e) Updated purchasing policies and conflict of interest/gift ban policies.
2. After holding a public hearing on a petition submitted by the Lawrence B. Cranford, Sr. Trading Company requesting the satellite annexation of approximately 2.81 acres of land owned by the company at 3418 United States Highway 220 Business South, action will be taken on an annexation ordinance drafted by city staff in response to this petition.
3. Budget ordinance adoption for the upcoming fiscal year (FY 2018-2019).

Anyone who wishes to attend this open meeting of the city's governing board is welcomed. This special meeting notice is issued on the 21st day of June, 2018.

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

#

**SPECIAL MEETING
ASHEBORO CITY COUNCIL
COUNCIL CHAMBER, MUNICIPAL BUILDING
TUESDAY, JUNE 26, 2018
7:00 p.m.**

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

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

John N. Ogburn, III, City Manager
Holly H. Doerr, CMC, NCCMC, NCCP, City Clerk/Paralegal
Michael L. Leonard, PE, City Engineer
Trevor L. Nuttall, Community Development Director
Deborah P. Reaves, Finance Director
Jeffrey C. Sugg, City Attorney

1. Call to order.

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

2. Consent agenda.

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

(a) An ordinance amending the General Fund for fiscal year 2017-2018.

11 ORD 6-18

ORDINANCE TO AMEND THE GENERAL FUND FY 2017-2018

WHEREAS, a revised total estimate of costs associated with land acquisition for the ALP update is \$319,218 and the associated City of Asheboro cost is \$32,102, and;

WHEREAS, of the \$287,116 grant revenue expected, the grant proceeds of 167,990 associated with one of the residential lot purchases is not expected until late 2019 due to the option to purchase expiration of October 31, 2019, and;

WHEREAS, due to the delayed funding, a temporary loan from the General Fund to the Airport Improvement Fund of \$167,990 is needed to cover the costs that will be incurred prior to grant reimbursement, and;

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

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

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

Section 1: That the following revenue line item be increased / decreased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase/ Decrease</u>
10-399-0000	Fund Balance Appropriation	176,504

Section 2: That the following expense line item be increased / decreased:

<u>Account #</u>	<u>Expense Description</u>	<u>Increase/ Decrease</u>
10-650-6600	Contribution to Capital Project	176,504

Adopted this 26th day of June, 2018.

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

ATTEST:

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

(b) An ordinance amending the Airport Improvements Fund (#66).

12 ORD 6-18

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

WHEREAS, a revised estimate of costs associated with the land purchases has been calculated to be \$319,018, and

WHEREAS, based on the revised cost estimate, the total expected grant revenue is \$287,116 and the total City of Asheboro match is \$31,902, and;

WHEREAS, an increase of \$92,829 grant revenue and a City of Asheboro Match of \$31,902 needs to be added to the budget, and

WHEREAS, a transfer from the General Fund of \$167,990 needs to be recorded to support the budget until grant proceeds relating to one of the property purchases that is expected to be transacted after October 31, 2019, 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 / (Decrease)</u>
66-367-1025	GF Contrib 16-17	(23,388)
66-367-1027	Grant proceeds- land acquisition	92,829
66-367-1030	GF Contrib / Match Land Acquisition-	31,902
66-349-2300	Federal Grant – ALP	178,612
66-367-1029	GF Contrib 17-18	16,700
66-367-1031	Transfer from General Fund	167,990
	Total change	464,645

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

<u>Account</u>	<u>Description</u>	<u>Increase</u>
66-981-4504	Land Purchase	36,100
66-981-4505	Land Purchase	100
66-981-4506	Land Purchase Closing Costs / misc	4,000
66-981-5000	Land Acquisition Assistance	61,143
66-981-6000	ALP Update	195,312
66-981-4507	Transfer to General Fund	167,990
	Total change	464,645

Adopted this the 26th day of June 2018.

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

ATTEST:

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

(c) An ordinance amending the Economic Development & Tourism Development Fund.

13 ORD 6-18

**ORDINANCE TO AMEND THE ECONOMIC DEVELOPMENT & TOURISM DEVELOPMENT FUND
FY 2017-2018**

WHEREAS, the annual expenditure appropriation for ongoing annual community support payments to various agencies that support and promote Economic Development and Quality of Life in Asheboro need to be amended to account for actual expenses in 2017-2018 and anticipated expenses in 2018-2019, and;

WHEREAS, the revenue and expense appropriation for Pigs and Pedals needs to be updated, and;

WHEREAS, the City of Asheboro desires 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 decreased:

<u>Line Item</u>	<u>Description</u>	<u>Appropriated Amount</u>
72-382-0000	Contribution: Pigs & Pedals	47,200
72-350-0000	Contribution Chamber of Commerce	70,000
72-351-0000	Contribution Economic Dev. Corp	124,000
72-369-0002	Contribution: Kayser Roth #2	(25,000)
72-369-0003	Contribution: Kayser Roth #3	(25,000)
		191,200

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

<u>Line Item</u>	<u>Description</u>	<u>Appropriated Amount</u>
72-840-2000	Contribution for Chamber of Commerce	45,000
72-840-4000	Contribution for EDC	99,000
72-800-0002	Pigs & Pedals Tourism Event	47,200
		191,200

Adopted this the 26th day of June, 2018.

/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

- (d) **Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for May 7, 2018.**

A copy of the Asheboro ABC Board's meeting minutes for May 7, 2018, is on file in the city clerk's office.

- (e) **Acknowledgement of the receipt from the Asheboro ABC Board of its adopted budget for fiscal year 2018-2019.**

A copy of the Asheboro ABC Board's adopted budget for fiscal year 2018-2019 is on file in the city clerk's office.

- (f) **A resolution authorizing the conveyance of a used street sweeper to the City of Randleman.**

RESOLUTION NUMBER 15 RES 6-18

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION APPROVING THE CONVEYANCE TO THE CITY OF RANDLEMAN OF A STREET SWEEPER PURSUANT TO SECTION 160A-274 OF THE NORTH CAROLINA GENERAL STATUTES

WHEREAS, the City of Asheboro (the "City") owns a 2000 model year International truck cab and chassis identified by vehicle identification number 1HTSCABN4YH221468 with a 1999 model year TYMCO 600 diesel regenerative air vacuum street sweeper unit (the "Used Street Sweeper"); and

WHEREAS, in pertinent part, Section 160A-274 of the North Carolina General Statutes authorizes the City to sell personal property, with or without consideration, to any other governmental unit in North Carolina; and

WHEREAS, the Asheboro City Council has concluded that it is in the best interest of the City to sale the Used Street Sweeper, which has a current odometer reading of 82,928.5 miles, to the City of Randleman ("Randleman") for \$9,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the City hereby conveys the Used Street Sweeper to Randleman in consideration of the payment by Randleman of \$9,000.00; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that City Manager John N. Ogburn, III is authorized to execute all documents necessary to convey the Used Street Sweeper in the manner authorized herein.

This Resolution was adopted by the Asheboro City Council in open session during a special meeting held on the 26th day of June, 2018.

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

ATTEST:

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

(g) **An updated purchasing policy and a conflict of interest/gift ban policy.**

**CITY OF ASHEBORO PROCUREMENT POLICY
ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO
ON JUNE 26, 2018**

Article 1. Purpose

The purpose of this policy is to establish guidelines that meet or exceed all applicable state and federal procurement requirements for the purchase of goods (apparatus, supplies, materials, and equipment), services, and construction or repair project work when federal funds are used in whole or in part to pay for the cost of the contract.

Article 2. Policy

2.01 Application of Policy. This policy applies to contracts for purchases of goods, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). The requirements of this policy also apply to any subrecipient of the funds.

All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the uniform administrative requirements, cost principles, and audit requirements for federal awards ("Uniform Guidance") codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

2.02 Compliance with Federal Law. Contracts funded with federal grant or loan funds must be procured in a manner that conforms to all applicable federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200). More specifically, all procurement activities involving the expenditure of federal funds must be conducted in compliance with the procurement standards codified in 2 C.F.R. § 200.317 through § 200.326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. The City of Asheboro (the "City") will follow all applicable local, state, and federal procurement requirements when expending federal funds. If the City has more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

2.03 Contract Award. All contracts shall be awarded only to the lowest responsive, responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.

2.04 No Evasion. No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this policy or state and federal law.

2.05 Contract Requirements. All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.

2.06 Contractor's Conflict of Interest. Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitations for bids, or

requests for proposals shall be excluded from competing for the items, services, or work to be procured.

- 2.07 Approval and Modification.** The city manager may change the administrative procedures in this policy as necessary to comply with state and federal law.

Article 3. General Procurement Standards and Procedures

The requesting division/department shall procure all contracts in accordance with the requirements of this article of the policy.

- 3.01 Necessity.** Purchases must be necessary to perform the scope of the work to be undertaken and must avoid the acquisition of unnecessary or duplicative items. The requesting division/department should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other divisions, departments, units, and/or agencies who have similar needs to consolidate procurements and services in order to obtain better pricing.
- 3.02 Clear Specifications.** All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured and shall include all other requirements that bidders must fulfill as well as all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.
- 3.03 Notice of Federal Funding.** All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.
- 3.04 Compliance by Contractors.** All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.
- 3.05 Fixed Price.** Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided in this policy. "Cost plus percentage of cost" contracts are prohibited. "Time and materials" contracts are prohibited in most circumstances. "Time and materials" contracts will only be used when no other form of contract is suitable and the contract includes a "not to exceed" amount. Furthermore, no "time and materials" contract will be awarded without the express written permission of the federal agency or state pass-through agency that awarded the funds.
- 3.06 Use of Brand Names.** When possible, performance or functional specifications are preferred to allow for more competition by leaving the determination of how to reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is to be used as a reference only, and the phrase "or equal" must be included in the description.
- 3.07 Lease versus Purchase.** Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.
- 3.08 Dividing Contract for M/WBE Participation.** If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. However, the procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this policy.
- 3.09 Documentation.** Documentation must be maintained by the requesting division/department detailing the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responses, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.
- 3.10 Cost Estimate.** For all procurements costing \$250,000 or more, the requesting division/department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.
- 3.11 Contract Requirements.** The requesting division/department, in consultation with the city attorney, must prepare a written contract incorporating the provisions referenced in Section 2.05 of this policy.

- 3.12 Debarment.** No contract shall be awarded to a contractor included on the federally debarred bidder's list.
- 3.13 Contractor Oversight.** The requesting division/department receiving the federal funding must maintain oversight of the contract to ensure that the contractor is performing in accordance with the contract terms, conditions, and specifications.
- 3.14 Open Competition.** Solicitations shall be prepared in a way that is fair and that provides for open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.
- 3.15 Geographic Preference.** No contract shall be awarded on the basis of a geographic preference.

Article 4. Specific Procurement Procedures

Based on the type and cost of the contract, the requesting division/department shall solicit bids in accordance with the requirements specified in this article of the policy.

4.01 Service Contracts (Except for Architectural and Engineering Professional Services) and Purchase Contracts that Cost Less than \$10,000.

Service contracts (except for architectural and engineering professional services) and purchase contracts that cost less than \$10,000 shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:

- (a) The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
- (b) To the extent practicable, purchases must be distributed among qualified suppliers.

4.02 Service Contracts (Except for Architectural and Engineering Professional Services) and Purchase Contracts that Cost from \$10,000 up to \$90,000.

Service contracts (except for architectural and engineering professional services) and purchase contracts that cost from \$10,000 up to \$90,000 shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:

- (a) Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the requesting division/department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
- (b) Take affirmative steps to solicit price quotes from minority- and women-owned business enterprise ("M/WBE") vendors and suppliers as required under 2 C.F.R. § 200.321.
- (c) Cost or price analysis is not required prior to soliciting bids.
- (d) Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
- (e) Award the contract to the lowest responsive, responsible bidder.

4.03 Service Contracts (Except for Architectural and Engineering Professional Services) and Purchase Contracts that Cost \$90,000 and Above.

Service contracts (except for architectural and engineering professional services) and purchase contracts that cost \$90,000 and above shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:

- (a) Cost or price analysis is required prior to soliciting bids.
- (b) Complete specifications or purchase descriptions must be made available to all bidders.
- (c) The bid must be formally advertised in *The Courier-Tribune*, which is a newspaper of general circulation in Asheboro, for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the city council. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the Asheboro City Council the right to reject any or all bids only for "sound documented reasons."

- (d) Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
- (e) Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of two bids must be received in order to open all bids.
- (f) Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. City council approval is required for purchase contracts that are within the scope of this section of the policy. Any and all bids may be rejected only for "sound documented reasons."

4.04 Service Contracts (Except for Architectural and Engineering Professional Services) that Cost \$250,000 and Above.

Service contracts (except for architectural and engineering professional services) that cost \$250,000 and above may be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(d)) when the "sealed bid" procedure is not appropriate for the particular type of service being sought. The procedures are as follows:

- (a) A Request for Proposals ("RFP") must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an "adequate number" of qualified firms.
- (b) Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
- (c) Identify evaluation criteria and the relative importance of each criteria (criteria weight) in the RFP.
- (d) Consider all responses to the publicized RFP to the maximum extent practical.
- (e) A written method for conducting technical evaluations of proposals and selecting the winning firm is required.
- (f) Award the contract to the responsible firm with the most advantageous proposal taking into account price and other factors identified in the RFP. City council approval is not required.
- (g) Award the contract on a fixed-price or cost-reimbursement basis.

4.05 Construction and Repair Contracts that Cost Less than \$10,000.

Construction and repair contracts that cost less than \$10,000 shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:

- (a) The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
- (b) To the extent practicable, contracts must be distributed among qualified suppliers.

4.06 Construction and Repair Contracts that Cost from \$10,000 up to \$250,000.

Construction and repair contracts that cost from \$10,000 up to \$250,000 shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:

- (a) Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the requesting division/department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
- (b) Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
- (c) Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
- (d) Award the contract on a fixed-price or not-to-exceed basis.
- (e) Award the contract to the lowest responsive, responsible bidder. City council approval is not required.

4.07 Construction and Repair Contracts that Cost from \$250,000 up to \$500,000.

Construction and repair contracts that cost from \$250,000 up to \$500,000 shall be procured using the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) as follows:

- (a) Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
- (b) Complete specifications must be made available to all bidders.
- (c) Publically advertise the bid solicitation for a period of time sufficient to give bidders notice of the opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening and indicate where specifications may be obtained.
- (d) Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
- (e) Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of two bids must be received in order to open all bids.
- (f) A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.
- (g) Award the contract on a firm fixed-price basis.
- (h) Award the contract to the lowest responsive, responsible bidder. City council approval is not required. Any and all bids may be rejected only for “sound documented reasons.”

4.08 Construction and Repair Contracts that Cost \$500,000 and Above.

Construction and repair contracts that cost \$500,000 and above shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:

- (a) Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer).
- (b) Complete specifications must be made available to all bidders.
- (c) Formally advertise the bid in *The Courier-Tribune*, which is a newspaper of general circulation in the City of Asheboro, for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the city council. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the city council the right to reject any or all bids only for “sound documented reasons.”
- (d) Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
- (e) Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of three bids must be received in order to open all bids.
- (f) A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price are required of the winning bidder.
- (g) Award the contract on a firm fixed-price basis.
- (h) Award the contract to the lowest responsive, responsible bidder. City council approval is required and cannot be delegated. The city council may reject any and all bids only for “sound documented reasons.”

4.09 Construction or Repair Contracts Involving a Building that Costs \$300,000 and Above.

Construction or repair contracts involving a building that costs \$300,000 and above must comply with the following additional requirements under state law:

- (a) Formal activities aimed at increasing the participation of historically underutilized businesses ("HUB") in the procurement process is required. G.S. 143-128.2 is applicable. The required activities include local government outreach efforts and bidder good faith efforts.
- (b) Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
- (c) The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).

4.10 Contracts for Architectural and Engineering Services that Cost Under \$250,000.

Contracts for architectural and engineering services that cost under \$250,000 shall be procured using the state "Mini-Brooks Act" requirements (G.S. 143-64.31) as follows:

- (a) Issue a Request for Qualifications ("RFQ") to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
- (b) Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321.
- (c) Evaluate the qualifications of respondents based on the evaluation criteria developed by the requesting division/department.
- (d) Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
- (e) Negotiate fair and reasonable compensation with the best qualified firm. If these initial negotiations are not successful, repeat negotiations with the second-best qualified firm.
- (f) Award the contract to the best qualified firm with whom fair and reasonable compensation has been successfully negotiated. City council approval is not required.

4.11 Contract for Architectural and Engineering Services that Cost \$250,000 or More.

Contracts for architectural and engineering services that cost \$250,000 or more shall be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(d)(5)) as follows:

- (a) Publically advertise a RFQ to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
- (b) Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
- (c) Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ.
- (d) Proposals must be solicited from an "adequate number of qualified sources" (an individual federal grantor agency may issue guidance interpreting "adequate number").
- (e) There must be a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
- (f) Consider all responses to the publicized RFQ to the maximum extent practical.
- (g) Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
- (h) Price cannot be a factor in the initial selection of the most qualified firm.
- (i) Once the most qualified firm is selected, negotiate fair and reasonable compensation. If the initial negotiations are not successful, repeat negotiations with the second-best qualified firm.
- (j) Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. City council approval is not required.

Article V. Exceptions

Non-competitive contracts are allowed ***only*** under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

- 5.01 Sole Source.** A contract may be awarded without competitive bidding when the item is available from only one source. The requesting division/department shall document the justification for awarding a contract without competitive bidding, specifically including documentation as to the lack of available competition for the item to be procured. A sole source contract must be approved by the city council.
- 5.02 Public Exigency.** A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare and the need for the item will not permit the delay resulting from using a competitive bidding process.
- 5.03 Inadequate Competition.** A contract may be awarded without competitive bidding when competition is determined to be inadequate. Such a determination may be made after attempts to solicit bids from a number of sources, as required under this policy, have failed to produce a qualified winning bidder.
- 5.04 Federal Contract.** A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.
- 5.05 Awarding Agency Approval.** A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as the awarding of the contract without competition is consistent with state law.

This policy was adopted by the Asheboro City Council in open session during a special meeting held on the 26th day of June, 2018.

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

ATTEST:

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

CITY OF ASHEBORO CONFLICT OF INTEREST/GIFT BAN POLICY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO ON JUNE 26, 2018

Article 1. Purpose

The purpose of this policy is to establish conflicts of interest guidelines that meet or exceed the requirements under state law and local policy when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair project work paid for in part or whole by federal funds. This policy is specifically designed to satisfy the requirements found in 2 C.F.R. § 200.318(c)(1).

Article 2. Policy

This policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair work for projects funded wholly or in part with federal financial assistance (direct or reimbursed). This policy also applies to any subrecipient of such funds.

The City of Asheboro employee responsible for managing the federal financial assistance award shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award and shall notify all employees, officers, and agents, including subrecipients of the federal funds, of the requirements of this policy along with any additional prohibitions or requirements connected with the funding award.

- 2.01 Conflicts of Interest.** In addition to the prohibition against self-benefiting from a public contract under G.S. 14-234, no officer, employee, or agent of the City of Asheboro may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

- (a) The employee, officer, or agent involved in the selection, award, or administration of a contract;
- (b) Any member of his or her immediate family;
- (c) His or her partner; or
- (d) An organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with the applicable federal awarding agency policy.

2.02 Gifts. In addition to the prohibition against accepting gifts and favors from vendors and contractors under G.S. 133-32, officers, employees, and agents of the City of Asheboro are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value that are promotional items, honorariums for participation in meetings, or meals furnished at banquets may be accepted. Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this policy shall report the item to his or her immediate supervisor.

Article 3. Violation

Employees who violate this policy will be subject to discipline up to and including termination. Contractors who act in contravention of this policy will be subject to the termination of the contract at issue and may not be eligible for future contract awards.

This conflict of interest/gift ban policy was adopted by the Asheboro City Council in open session during a special meeting held on the 26th day of June, 2018.

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

ATTEST:

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

3. Presentation and adoption of the proposed City of Asheboro Budget Ordinance for Fiscal Year 2018-2019.

Ms. Reaves presented and recommended adoption, by reference, of the City of Asheboro Budget Ordinance for Fiscal Year 2018-2019.

Upon motion by Mr. Bell and seconded by Mr. Swiers, Council voted unanimously to adopt the following ordinance by reference.

14 ORD 6-18

CITY OF ASHEBORO BUDGET ORDINANCE

BE IT ORDAINED by the City Council of the City of Asheboro, North Carolina in session assembled:

Section 1: The following amounts are hereby appropriated in the General Fund for the operation of the city government and its' activities for the fiscal year beginning July 1, 2018 and ending June 30, 2019, in accordance with the chart of accounts heretofore established for this City:

<u>ACCOUNT</u>	<u>DEPARTMENT OR FUNCTION</u>	<u>APPROPRIATION</u>
10-410	Mayor and Governing Body	148,167
10-420	City Manager's Office	205,989
10-440	Finance Office	492,132
10-450	Legal & City Clerk	225,548
10-480	Information Technology	298,421
10-490	Planning/Community Development	846,958
10-500	Municipal Building Headquarters	116,200
10-510	Police Department	8,333,229

10-530	Fire Department	4,440,120
10-540	Building Inspections Department	117,265
10-545	Fire Inspections Department	191,231
10-550	Operations Division - Public Works	908,310
10-555	Fleet Maintenance	1,240,247
10-565	Street Maintenance	3,164,955
10-575	City Engineer Office	230,978
10-580	Environmental Services	1,820,311
10-590	Human Resources	369,449
10-615	Arts & Cultural Services	551,892
10-620	Recreation Services	2,595,359
10-625	Municipal Golf Course	196,045
10-630	Library	134,718
10-640	Facilities Maintenance	1,992,219
10-650	Airport Authority	103,540
Total Appropriations		28,723,283

Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Ad Valorem Taxes (Real & Vehicle)	15,372,754
Tax Penalties & Interest	65,280
Tax on Short Term Rental Vehicles	37,012
ABC Board Revenue	230,968
Beer & Wine Tax Revenue	116,503
Cable TV Franchise	36,516
Concessions and Merchandise	54,800
Contracted Maintenance NCDOT	22,420
Utilities Franchise Tax - State	2,488,000
Powell Bill Allocation - State	673,375
Local Sales Tax & Hold Harmless Funds	5,740,000
Building Permits	84,520
Inspection Fees	64,530
Rezoning, Stone, Burial Fees & Cemetery Fees	31,190
Charges for Services – Refuse / Recycle Collection	1,979,673
Recycling Revenues	3,799
Recreation Program Revenues	339,804
Sales of Fixed Assets / Materials	16,217
Proceeds of Lease Purchase Financing	922,224
Reimbursement from Asheboro City Schools –SRO Officers	256,000
All Other Revenues	187,698
Total Estimated Revenues	28,723,283

Section 3: There is hereby levied a tax at the rate of sixty six and a half cents (\$.665) per one hundred (\$100) valuation of property as listed for taxes as of January 1 for the purpose of raising the revenue listed as " Current Year's Taxes" in the General Fund in Section 2 of this ordinance.

This rate is based on a total valuation of property for the purposes of taxation of \$2.3 billion, and an estimated rate of collection of 98.0%.

Section 4: The following General Fund Fees are hereby adopted for provision of services by the city government for the fiscal year beginning July 1, 2018.

Sanitation Department Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
90 Gallon Residential Garbage Can / per month	\$12
90 Gallon Commercial Can / per month	\$12
90 Gallon Residential Recycle Can / per month	\$2
90 Gallon Commercial Recycle Can / per month	\$2
Residential Dumpster / per pick-up	\$31
Commercial Dumpster / per pick-up	\$31
Above Dumpsters billed <u>monthly</u> based on annualized collection schedule	
Missed Residential Dumpster / per pick-up	\$40
Missed Commercial Dumpster / per pick-up	\$44
Compaction Dumpster / per pick-up	\$44

Missed Compaction Dumpster / per pick-up	\$54
Dumpster Rent / per month	\$21
Dumpster Clean / Replace / each	\$100
Cardboard Dumpster / per pick-up	\$20
Recycling Dumpster / per pick-up	\$20
Yard Waste Collection per scoop	
First and Second scoop*	\$0
Each scoop thereafter*	\$12
*Applicable to brush that is within specifications	
Waste left in ditch, curb or street per scoop	\$24
Waste out of Specs per scoop	\$24
Waste after hours / emergency collection-	\$50
cost per scoop	
Tires Collection / each	\$5
C&D /Building Materials / per scoop	\$20
Curb side pick-up	\$10
Electronics Collection	\$10
White Goods Collection	\$10

Recycling Transfer Station Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Tipping Fee per Ton	\$48

Planning Department Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Rezoning	\$200
Text Amendment (Ordinance ,use list)	\$200
Map of CU district Only	\$200
SU/CU Permit or amendment	\$350
BOA: Appeal	\$0
Variance	\$250
Interpretation	\$250
Watershed Permit	\$25
Flood Zone Permit	\$75
Zoning Compliance Permits:	
SF Res	\$25
Duplex	\$100
MF Res	\$250
Commercial	\$250
Industrial / Institutional	\$250
SF Accessory Structure	\$25
Accessory Structure Commercial	\$50
Accessory Structure Industrial	\$50
Accessory Structure Institutional	\$50
Soil Evaluation	\$10
Change Occupancy	\$25
Change Use	\$250
Sign / sign type	\$25
Land Disturbance Permit	\$50
Temp Produce/Seasonal Sales Permit	\$50
Limited Duration Event Permit	\$50
Certificate of Zoning Compliance:	
SF Res	\$25
Duplex	\$25
MF Res	\$50
Commercial	\$100
Industrial	\$100
Change use	\$100
Subdivision	
Sketch	\$100
Preliminary	\$200
Final	\$200 + \$25 per lot
Minor	\$100
Zoning Verification Official Letter	
Residential	\$25
Non-Residential	\$75

Inspection Department Permit Fees:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Building Permit	\$5/\$1000 up to \$150,000; \$1.50/\$1,000 thereafter
Minimum Permit	\$30
Minimum Sign	\$30
Non-bid Jobs (new)	\$40/ sq. ft.
Habitable Space	\$20/ sq. ft.
Mobile Home	\$100
Swimming Pool	\$100
Demolition-Residential	\$75
Demolition-Commercial	\$150
Relocate Structure	\$120
Plumbing Permit	\$5 per fixture, \$30 minimum
Sewer Line: House	\$30
Sewer Line: Commercial/Large	\$100
Heating/ AC Permit	
Boiler	\$100
Gas Line-Residential	\$30
Gas Line-Commercial	\$50
Gas Furnace/Gas Pack	\$60
Gas Furnace / Gas Pack and AC up to 5 tons	\$100
Additional per ton over 5	\$10
Heat Pump	\$60
Mini Split	\$30
Oil Furnace	\$60
Refrigeration Units	
Minimum Permit	\$30
Per additional unit over 3	\$10
<u>CHANGE OUTS</u>	
Unit Change out (no duct work)	
Residential	\$30
Commercial	\$50
Commercial - greater than 5 ton	\$100
Commercial Grease Hood	\$50
Mobile Home Heating/ AC Unit	\$40
Gas Appliances	\$10 each
Minimum Permit	\$30
Electrical Permits	
Temporary service	\$30
Residential	\$60
Commercial	\$100 first 5000 sq. ft. \$5/1000 sq. ft. thereafter
Service Change	\$30
Electric Repair	
Residential	\$30
Commercial	\$100
Generator Installation	\$30
Mobile Home Service	\$60
Sign	\$30
Duplex	\$120
Apartments (each)	\$40
Minimum Permit	\$30
*Fee for work started without permit	\$100 maximum

*The Inspection Department permit fee for work started without required permit(s) shall be double the amount above, up to a maximum of \$100, per project notwithstanding the number of permits required.

** A \$35 re-inspection fee may be assessed for a second and any subsequent failed inspections.

Fire Inspection Department Penalties:

Penalties

Non-Life Safety / offense /day until corrected before re-inspection	\$50
Non-Life Safety/offense/day until corrected after re-inspection	\$100
Non-Occupancy Life Safety / offense /day until corrected before re-inspection	\$150
Non-Occupancy Life Safety/offense/day until corrected after re-inspection	\$300
Occupancy Life Safety / person over limit	\$100
Exit Life Safety/ locked, blocked, obstructed exit	\$500

*The Fire Inspection Department permit fee for work started without required permit(s) shall be double the amount above, up to a maximum of \$100, per project notwithstanding the number of permits required.

Parks & Recreation Fees:

<u>Facility/Activity</u>	<u>Service</u>	<u>City Resident</u>	<u>Non-Resident</u>
Lake Lucas:			
	Daily Fishing Permit	\$3	\$4
	Annual Fishing Permit	\$35	\$50
	Daily Jon Boat Rental	\$8	\$12
	Daily Canoe / Kayak Rental	\$6	\$10
	Daily Kayak/Canoe Launch	\$2.50	\$3.50
	Annual Kayak/Canoe Launch	\$35	\$50
	Daily launch fee	\$7	\$9.50
	Annual launch fee	\$100	\$135
	Kayak Rental Spaces	\$60	\$85
	Boat Rental Spaces	\$150	\$200
Lake Reese:			
	Daily launch fee	\$7	\$9.50
	Daily Kayak/Canoe Launch	\$2.50	\$3.50
	Annual Kayak/Canoe Launch	\$35	\$50
	Annual launch fee	\$100	\$135
	Daily Duck hunting (per boat)	\$12.50	\$16
Baseball/Softball Field Rental:			
	Rental per Hour (no lights)	\$15	\$20
	Rental per Hour (with lights)	\$25	\$35
	Tournament rental per weekend		
	One Field	\$175	\$225
	Two Fields	\$300	\$400
	Concession Stand/Restroom	\$50	\$65
	Additional Field Preparation	\$45	\$60
<u>Facility/Activity</u>	<u>Service</u>	<u>City Resident</u>	<u>Non-Resident</u>
Youth Sports Fees:			
	Registration fee	\$30	\$50
	Late fee applied after registration deadline	\$10	\$10
Sunset Theatre Rentals- Applies to All			
	Security Deposit	\$100	
	Dark/Rehearsal (Multi-day use, 4 hour max)	\$60	
	Non-Profit- Single Day (8 hour max)	\$175	
	General Meeting/Party Rental (4 hour max)	\$100	
	Private Event (8 hours max)	\$300	
	Commercial/ For Profit (8 hours max)	\$450	
Rotary Pavilion at Bicentennial Park Rental			
	Security Deposit	\$75	\$75
	Daily Rate	\$325	\$400
	Non-Profit Government Rate	\$225	\$225
Skate Park			
	Daily admission	\$1	\$2
	15 admissions pass	\$10	\$25
	1 year unlimited pass	\$150	\$300
Room Rental (Skate Park & Sunset Theatre annex)			
	1 hour	\$20	\$25
	½ day	\$60	\$75
	Full day	\$100	\$125

Shelter Rental		
Memorial Park (upper): 10am-3pm; 3:30pm-dark	\$18	\$35
Full day	\$35	\$70
All other Parks: 10am-3pm; 3:30pm-dark	\$10	\$20
Full day	\$20	\$40
Tennis Courts		
Lights per hour per court	\$3	\$4

Pools:

Public Swim (day)		
2 years & under w/ paying adult	\$0	\$0
3 years & older	\$2.50	\$3.25
Groups (15+)	\$2	\$2.75
Public Swim (night)		
2 years & under w/ paying adult	\$0	\$0
3 years & older	\$2	\$2.75
Public Lap Swim	\$1	\$1.75
Public Senior Swim	\$1	\$1.75
Swimming lessons (group)	\$25	\$30
Swimming lessons (private)	\$50	\$60
Swim Pass (15 admissions)	\$30	\$40
Pool Rental (2 hrs.) 0-50 people	\$150	\$225
Pool Rental (3 hrs.) 0-50 people	\$225	\$300

<u>Facility/Activity</u>	<u>Service</u>	<u>City Resident</u>	<u>Non-Resident</u>
Golf Course:			
Walking Only		\$8	\$10
Riding 9 holes- w/ green fees		\$15	\$18
Riding 18 holes- w/ green fees		\$21	\$25
Twilight (after 3pm) 18 holes w/ green fees		\$16	\$20
Membership Fees			
Junior (Summer June-August)		\$75	\$125
Individual		\$365	\$465
Senior		\$290	\$390
Senior Couple		\$475	\$575
Family		\$600	n/a
Member Cart Fees			
Nine holes		\$6	\$7
Eighteen holes		\$11	\$13
Disk Golf Course			
Tournament Rental per day (8 hrs.)		\$100	\$175

**City Resident/Non-Resident rates are established according to the residence of the individual.
City Residents need to obtain a REC card to receive the City Resident Rate.

Downtown Farmer's Market	Member	
Daily Fee (1 space)	\$5	
Daily Fee (2 Spaces)	\$15	
Running/Walking Events	Non-Profit Fee	Event Fee
Bicentennial Park Certified 5K Course	\$225.00	\$300.00
Memorial Park Certified 5K Course	\$300.00	\$400.00
Memorial Park Certified 10K Course	\$375.00	\$500.00
Non-Conforming Courses (need approval)	\$525.00	\$700.00

Running/Walking Event fees are in addition to the Facility Rental Fees of each park.

Section 5: The following amounts are hereby appropriated in the Water and Sewer Fund for the operation of the city government and its' activities for the fiscal year beginning July 1, 2018 and ending June 30, 2019, in accordance with the chart of accounts heretofore established for this City:

<u>ACCOUNT</u>	<u>DEPARTMENT OR FUNCTION</u>	<u>APPROPRIATION</u>
30-720	Billing and Collecting	464,657
30-810	Water Meter Operations	915,019
30-820	Water Supply and Treatment	2,865,911
30-830	Wastewater Treatment	4,979,283
30-840	Water Maintenance	1,186,693
30-850	Wastewater Maintenance	1,146,830

30-860	Technical Services	202,821
30-870	Systems Maintenance	1,706,609
30-880	Water Quality	659,945
	Total Appropriations	14,127,768

Section 6: It is estimated that the following revenues will be available in the Water and Sewer Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Sale of Water	6,600,000
Sewer Charges	5,126,000
Sampling and Monitoring Fees	25,000
Surcharges	100,000
Septic Tank Discharges	43,000
Water and Sewer Connection Fees	43,000
Late & Return Check Fees	366,468
Other Revenues	192,300
Retained Earnings	1,632,000
Total Estimated Revenues	14,127,768

Section 7: The following Water & Sewer Fund Fees are hereby adopted for provision of services by the city government for the fiscal year beginning July 1, 2018.

Water and Sewer Billing Department

<u>SERVICE</u>	<u>INSIDE CITY</u>	<u>OUTSIDE CITY</u>
Monthly Cost		
Water Minimum Fee	\$13.91	\$34.78
Sewer Minimum Fee	\$17.18	\$42.95
Above referenced minimum bill includes 150 cubic ft. usage		
Consumption Fee- above min. for all above referenced customers		
Water-per 100 cu. ft. over 150 cu. ft.	\$2.74	\$6.85
Sewer-per 100 cu. ft. over 150 cu. ft.	\$2.81	\$7.03
Water Only Service (metered)		
Minimum fee (includes 150 cf. usage)	n/a	\$34.78
Consumption Fee per 100 cf. over min	n/a	\$6.85
Sewer Only Service (metered)		
Minimum fee (includes 150 cf. usage)	\$17.18	\$42.95
Consumption Fee per 100 cf. over min	\$2.81	\$7.03
Sewer Only Service (non-metered)	\$22.80	\$45.60
Deposit for Service	\$140	\$160
Deposits on accounts are applied to final bill upon termination of service		
Low Pressure Sewer System (per pump)	\$10	
Landfill Leachate Fee	\$1.39 per 100 cf	
Fees:		
Return Check/Draft Fee	\$35	\$35
Partial Payment Fee	\$10	\$10
Tamper Fee- First Occurrence	\$150	\$150
Tamper Fee- Second Occurrence	\$500	\$500
Late payment charge* - tier 1	\$10	\$10
Late payment charge* - tier 2	\$20	\$20
Cleaning / Inspection connection	\$10	\$10

* Payments must be received by 5:00 pm on the due date to avoid the late payment charge. Payments "in route" are subject to the late fee as they are not yet received.

Water and Sewer Maintenance Department

SERVICE	INSIDE CITY	OUTSIDE CITY
Water Tap Rates		
¾" Complete Service	\$2,000	\$3,000
1" Complete Service	\$2,450	\$3,675
1 ½" Complete Service	\$4,100	\$6,150
2" Complete Service	\$4,200	\$6,300
¾" New Tap	\$1,000	\$1,500
1" New Tap	\$1,225	\$1,838
1 ½" New Tap	\$2,050	\$3,075
2" New Tap	\$2,100	\$3,150
¾" New Meter, Setter, Box	\$1,000	\$1,500
1" New Meter, Setter, Box	\$1,225	\$1,838
1 ½" New Meter, Setter, Box	\$2,050	\$3,075
2" New Meter, Setter, Box	\$2,100	\$3,150
¾" New Meter, existing svc.	\$250	\$375
1" New Meter, existing svc.	\$400	\$600
1 ½" New Meter, existing svc.	\$600	\$900
2" New Meter, existing svc.	\$750	\$1,125
Services not listed	Cost	Cost plus 50%
Sewer Tap Rates		
4" Complete Service	\$1,300	\$3,250
6" Complete Service	\$1,700	\$4,250
Services not listed	Cost	Cost plus 100%

Grinder Pump Station Install for low pressure sewer system inside City Limits: \$8000

Water Resources Division Fees:

WATER/WASTEWATER PARAMETER ANALYSIS			
Parameter	Cost/Analysis	Parameter	Cost/Analysis
Acidity	\$8.00	Nitrite Nitrogen	\$15.00
Alkalinity	\$10.00	Total Kjeldahl Nitrogen	\$18.00
Ammonia Nitrogen	\$18.00	Phosphorus - Total	\$15.00
BOD (5-day)	\$25.00	Phosphorus - Ortho	\$12.00
Chlorine	\$10.00	pH & Temperature	\$8.00
ULR Chlorine	\$15.00	Total Solids	\$10.00
Chloride	\$15.00	Total Suspended Solids	\$10.00
COD	\$20.00	Settleable Solids	\$8.00
Conductivity	\$10.00	Sulfate	\$15.00
Cyanide	\$30.00	TOC	\$30.00
Dissolved Oxygen	\$8.00	Turbidity	\$10.00
DOC	\$40.00	UV254	\$25.00
Fluoride	\$15.00	Fecal Coliform	\$30.00
Hardness - Total	\$12.00	E-coli (P/A)	\$25.00
Hardness - Calcium	\$12.00	Total Coliform (P/A)	\$25.00
Hardness - Magnesium	\$10.00	Heterotrophic Plate Count	\$25.00
Nitrate Nitrogen	\$20.00	Source Water (Quanti-Tray)	\$30.00
METALS ANALYSIS			
Parameter	Cost/Analysis	Parameter	Cost/Analysis
Aluminum	\$25.00	Manganese	\$20.00
Arsenic	\$20.00	Mercury	\$30.00
Cadmium	\$20.00	Molybdenum	\$20.00
Chromium	\$20.00	Nickel	\$20.00
Copper	\$20.00	Selenium	\$20.00
Iron	\$20.00	Silver	\$20.00
Lead	\$20.00	Zinc	\$20.00

Analysis fees not specified herein will be provided by commercial laboratory at contracted cost

LABORATORY/COMPOSITE SAMPLING CHARGES

Parameter	Cost/Analysis	Parameter	Cost/Analysis
Thermometer Certification (NIST)	\$25.00	Annual Curve – Spec Parameter	\$100.00
Sampling Cost per day for sites requiring City provided flow proportional sampler	\$55.00	Sampling Cost per day for sites with customer provided flow proportional sampler	\$30.00

HAULED WASTEWATER CHARGE

Parameter	Cost/Analysis	Parameter	Cost/Analysis
Any tanker truck size up to 2,500 gallons/load (excludes Recreational Vehicles)	\$65.00	Recreational Vehicle Tank	\$10.00

INDUSTRIAL SURCHARGES

All industrial users of the POTW are subject to industrial waste surcharges on discharges, which exceed the following levels:

Parameter	First Limit	Charges per Pounds In Excess
BOD	300 mg/l	\$0.15
COD	750 mg/l	\$0.06
TSS	300 mg/l	\$0.31
TKN	45 mg/l	\$0.92

Section 8: The Budget Officer is hereby authorized to transfer appropriations as contained herein under the following conditions:

- He/she may transfer between line item expenditures within a department without limitation and without a report being required.
- He/she may transfer amounts between departments, within the same fund. He/she must make an official report on such transfers in excess of \$5,000 at the next regular meeting of the Governing Board.
- He/she may not transfer any amounts between funds, except as approved by the Governing Board in the Budget Ordinance as amended.

Section 9: The Budget Officer may make cash advances between funds for periods not to exceed 60 days without reporting to the Governing Board.

Section 10: Copies of this Budget Ordinance shall be furnished to the City Clerk, to the Governing Board and to the Budget Officer and Finance Director to be kept on file by them for their direction in the disbursement of funds. A copy will also be available at the City of Asheboro website:www.asheboronc.gov.

TOTAL GROSS BUDGET	\$42,851,051
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Adopted this the 26th day of June 2018.

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

ATTEST:

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

- A petition from Lawrence B. Cranford, Sr. Trading Company requesting the satellite annexation of approximately 2.81 acres of land located at 3418 United States Highway 220 Business South.**

Mayor Smith opened a public hearing on the question of the annexation petition submitted by Lawrence B. Cranford, Sr. Trading Company. This petition requested the satellite annexation of a parcel of land owned by the company and located at 3418 United States Highway 220 Business South.

As part of the public hearing, City Engineer Michael Leonard, PE presented the staff's analysis of the annexation petition. No citizen wished to be heard during the public hearing.

Once the city council entered the deliberative phase of the hearing, Mr. Burks moved, and Ms. Snuggs seconded the motion, to approve the following annexation ordinance by reference. Council Members Bell, Burks, Carter, Moffitt, Redding, Snuggs, and Swiers voted in favor of the motion.

ORDINANCE NO. 15 ORD 6-18

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE EXTENDING THE ASHEBORO CITY LIMITS BY ANNEXING A TRACT OF LAND AT 3418 UNITED STATES HIGHWAY 220 BUSINESS SOUTH THAT IS NOT CONTIGUOUS WITH THE EXISTING PRIMARY CITY LIMITS

WHEREAS, in compliance with Section 160A-58.1 of the North Carolina General Statutes, the Lawrence B. Cranford, Sr. Trading Company, which is a North Carolina corporation, (the "Petitioner") has submitted a petition requesting the annexation of approximately 2.81 acres of company-owned land at 3418 United States Highway 220 Business South into the satellite corporate limits of the City of Asheboro; and

WHEREAS, the Petitioner's 2.81 acres of land for which satellite annexation has been requested (the "Annexation Tract") is described by metes and bounds in Section 1 of this Ordinance; and

WHEREAS, on June 7, 2018, the Asheboro City Council (the "Council") adopted a resolution that directed the city clerk to investigate the sufficiency of the above-referenced annexation petition, and the city clerk certified to the Council the sufficiency of the petition on the same date; and

WHEREAS, after due notice of a public hearing was published on June 15, 2018, in *The Courier-Tribune*, which is a newspaper with general circulation in the City of Asheboro and Randolph County, a public hearing on the question of the requested annexation was in fact held during a special meeting of the Council that began at 7:00 p.m. on June 26, 2018, in the Asheboro City Hall Council Chamber at 146 North Church Street, Asheboro, North Carolina; and

WHEREAS, the Council finds that the area described within the petition meets the standards of Section 160A-58.1(b) of the North Carolina General Statutes, to wit:

- (a) The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the primary corporate limits of the City of Asheboro; and
- (b) No point on the proposed satellite corporate limits line is closer to the primary corporate limits of another municipality than to the primary corporate limits of the City of Asheboro; and
- (c) The area for which annexation is requested is situated so that the City of Asheboro will be able to provide the same services within the proposed satellite corporate limits that are provided within the primary corporate limits; and
- (d) No subdivision, as defined in Section 160A-376 of the North Carolina General Statutes, will be fragmented by the requested annexation; and
- (e) The area within the proposed satellite corporate limits, when added to the area within all of the city's other satellite corporate limits, does not exceed twenty percent (20%) of the area within the primary corporate limits of the City of Asheboro; and

WHEREAS, the Council has made the determination that all of the owners of the Annexation Tract, who are required by law to sign the annexation petition, have in fact signed the petition; and

WHEREAS, the Council further finds that the annexation petition is otherwise valid and that the public health, safety, and welfare of the City of Asheboro and the area proposed for annexation will be best served by annexing the area described in Section 1 of this Ordinance.

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

Section 1. By virtue of the authority granted in Section 160A-58.2 of the North Carolina General Statutes, the following described non-contiguous territory is annexed, attached to, and hereby becomes a part of the City of Asheboro, and is described by metes and bounds as follows:

Cedar Grove Township, Randolph County, North Carolina:

BEGINNING at a ½" iron pipe flush with the ground at the northeast corner of the LAWRENCE B. CRANFORD, SR. TRADING COMPANY property that is identified and described as New Lot 1 on a plat of survey recorded in Plat Book 156, Page 13, Randolph County Registry (this LAWRENCE B. CRANFORD, SR. TRADING COMPANY property will be hereafter referred to as the "Annexation Tract"), the ½" iron pipe at the beginning point of this metes and bounds description is located by means of the North Carolina Coordinate System at the coordinates of North 695,123.89 feet and East 1,755,930.41 feet (NAD 83); thence from the said beginning point following the proposed Asheboro satellite city limits line, which is also the eastern boundary line of the Annexation Tract, along the western margin of the public right-of-way for United States Highway 220 Business South the following courses and distances: South 09 degrees 51 minutes 23 seconds West 100.07 feet to a point identified with rebar that is 0.6' below ground; thence South 09 degrees 49 minutes 28 seconds West 100.00 feet to a ½" iron pipe that is flush with the ground; thence South 09 degrees 49 minutes 28 seconds West 62.63 feet to a ½" iron pipe that is flush with the ground at the southeast corner of the Annexation Tract; thence departing from the western margin of the public right-of-way for United States Highway 220 Business South and continuing to follow the proposed satellite city limits line by proceeding along the southern boundary line of the Annexation Tract North 82 degrees 29 minutes 54 seconds West 456.11 feet to a ½" iron pipe that is flush with the ground in the eastern margin of the public right-of-way for Old State Highway (North Carolina Secondary Road 1148) at the southwest corner of the Annexation Tract; thence departing from the southern boundary line of the Annexation Tract and continuing to follow the proposed satellite city limits line by proceeding along the western boundary line of the Annexation Tract, which is also the eastern margin of the public right-of-way for Old State Highway, the following courses and distances: North 22 degrees 49 minutes 34 seconds West 31.34 feet to a ½" iron pipe that is flush with the ground; thence North 18 degrees 39 minutes 17 seconds West 100.00 feet to a ½" iron pipe that is flush with the ground; thence North 13 degrees 15 minutes 38 seconds West 100.44 feet to a ½" iron pipe that is flush with the ground at the northwest corner of the Annexation Tract; thence departing from the eastern margin of the public right-of-way for Old State Highway and continuing to follow the proposed satellite city limits line along the northern boundary line of the Annexation Tract that is shared with the Pauline W. King property described in Deed Book 2060, Page 1122, Randolph County Registry and Plat Book 1, Page 332, Randolph County Registry the following courses and distances: South 87 degrees 45 minutes 23 seconds East 2.10 feet to point identified by rebar bent with a nail at the base; thence South 87 degrees 45 minutes 23 seconds East 562.60 feet to the point and place of BEGINNING, and containing 2.81 acres of land, more or less, within the Annexation Tract that is proposed for annexation into the satellite corporate limits of the City of Asheboro.

The above-listed description is in accordance with a plat of survey identified as job number 176707 with a plot date of June 25, 2018, and titled "ANNEXATION PLAT FOR CITY OF ASHEBORO LAWRENCE B. CRANFORD, SR. TRADING COMPANY, INC." This plat of survey was drawn under the supervision of Justin L. Luther, Professional Land Surveyor with Registration Number L-5107.

Section 2. Upon and after June 30, 2018, 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. The above-described 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 for Randolph County, North Carolina, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory that is described in Section 1 of this Ordinance 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 163A-1594 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 take effect and be in force from and after June 30, 2018.

This Ordinance was adopted by the Asheboro City Council in open session during a special meeting held on the 26th day of June, 2018.

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

ATTEST:

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

Approved as to form:

/s/ Jeffrey C. Sugg
Jeffrey C. Sugg, City Attorney

There being no further business, the meeting was adjourned at 7:09 p.m.

Holly H. Doerr, CMC, NCCMC, NCCP, City Clerk

David H. Smith, Mayor

Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on June 4, 2018

The Asheboro ABC Board met on June 4, 2018, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC.

Present were Board Members Steve Knight, Bob Morrison and General Manager Rodney Johnson (GM). Chair Brooke Schmidly attended via telephone. 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 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 May 7, 2018, Board meeting.

Steve Knight and the GM reviewed Board finances and reported all finances remain consistent (sales and expenses). Working capital computations indicate the Board has sufficient operating capital to make an additional distribution to the City of Asheboro for FY 2017/2018. Upon motion by Steve Knight, the Board approved making an additional \$100,000 distribution to the city.

The Board postponed awarding 2nd quarter 2018 grant funds until its July 2, 2018, meeting.

On May 21, 2018, the GM submitted an amended FY 2017-2018 budget to the City of Asheboro and the ABC Commission. The Board reviewed and upon motion by the Chair ratified the amended budget as authorized by GS 18B-702(h).

Budget Hearing (§18B-702):

Board members acknowledged receipt of the Budget Message and Proposed Budget for Fiscal Year 2018-2019 sent by the GM via email May 23, 2018. The GM confirmed public notice of the Board's June 4, 2018, budget hearing was submitted to the Courier-Tribune and posted outside the Board's office door providing the notice required by §18B-702(e).

No members of the public were present at the Budget Hearing and the GM reported no members of the public had contacted the GM concerning the budget prior to the hearing.

The Board reviewed the proposed budget and the GM discussed adjustments anticipating revenues will remain unchanged from FY 2017-2018. The proposed budget projects distributions to the City of Asheboro will remain at current levels and proposes a 2% maximum merit increase for employees based on performance.

Upon motion by Bob Morrison, the Board unanimously approved and adopted the budget as presented. A copy of the approved budget is attached hereto and incorporated herein by reference as "Asheboro ABC Board Annual Budget for Fiscal Year 2018-2019."

The FY 2018-2019 Asheboro ABC Board Meeting Schedule was set and will be posted outside the Board's office door.

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

1. Asheboro ABC sales statistics comparing:

- May sales with the previous month indicate:
 - An overall +5.3% change (all sales and tax collections)
- May 2018 sales with sales from the same month last year indicate:
 - Retail Sales -3.6% (\$242,269.60)
 - Mixed Beverage Sales: +31.9% (\$35,376.61)
 - Sales Tax Collections: -3.6% (\$16,978.31)
 - Overall Collections: -0.38% (\$294,624.52)
- May 2018 bottle sales with bottle sales from the same month last year indicate:
 - Retail Bottle Sales: -4.1%
 - Mixed Beverage Bottle Sales: +23.3%
 - Overall Bottle Sales: -2.7%

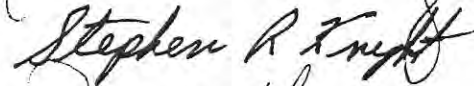
The next regular Asheboro ABC Board meeting will be held Monday, July 2, 2018, at 5:30 p.m.

There being no further business, the meeting was adjourned.

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

7-2-18


GM


ASHEBORO ABC BOARD
ANNUAL BUDGET FOR FISCAL YEAR 2018-2019

Sales		3,350,250.00
Other Income		250.00
	Total	\$3,350,500.00
Less Taxes		768,939.75
	Net Sales	\$2,581,560.25
Less Cost of Sales		1,755,460.97
	Gross Profit	\$826,099.28
Less:		
<u>Operating Expenses</u>		
Salaries, benefits and fees		325,000.00
Payroll taxes		26,000.00
Rent		64,800.00
Repairs and maintenance		6,250.00
Utilities		16,000.00
Insurance - general and bonds		17,000.00
Supplies and janitorial		9,500.00
Travel and training		3,000.00
Professional services		10,000.00
Dues and subscriptions		1,200.00
Bank fees and charges		35,500.00
Miscellaneous & Contingencies		9,470.00
	Total Operating Expenses	\$523,720.00
	Operating Income	\$302,379.28
Less:		
<u>Capital Expenditures</u>		
Future Facility Fund		40,000.00
Capital Improvements		24,617.04
	Total Capital Expenditures	\$64,617.04
Net Income before Distributions		\$237,762.24
Less:		
<u>Distributions</u>		
Law Enforcement		14,265.73
Alcohol Education and Rehab		19,496.50
City of Asheboro General Fund		204,000.00
	Total Distributions	\$237,762.24
Net Income after Distributions		-

Adopted by the Asheboro ABC Board this 4th day of June 2018.


Rodney E. Johnson, General Manager

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION APPOINTING ROBERT E. MORRISON TO A NEW
THREE-YEAR TERM OF OFFICE ON THE ASHEBORO ABC BOARD**

WHEREAS, the Asheboro ABC Board (the “Board”) consists of three members that are appointed by the Asheboro City Council (the “Council”); and

WHEREAS, in accordance with Section 18B-700(a) of the North Carolina General Statutes, the Council currently appoints Board members to terms of office that are three years in duration; and

WHEREAS, in August 2018, Robert E. Morrison will complete his second three-year term of office on the Board; and

WHEREAS, from the date of its creation in 2008 and throughout Mr. Morrison’s two terms of service, the Board has consistently performed its duties in a very efficient and professional manner; and

WHEREAS, the Council believes that it is in the best interest of the Asheboro ABC system and the municipal corporation to reappoint Robert E. Morrison to the Asheboro ABC Board for another three-year term of office, and Mr. Morrison has agreed to accept this reappointment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, effective August 13, 2018, Robert E. Morrison is reappointed to the Asheboro ABC Board for another three-year term of office.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on the 12th day of July, 2018.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**A RESOLUTION AWARDING TO CHARLES L. HAMILTON, UPON HIS
RETIREMENT FROM THE ASHEBORO POLICE DEPARTMENT,
HIS SERVICE SIDE ARM**

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 Police Department on May 16, 2008, Master Police Officer Charles Lloyd Hamilton will begin his retirement from employment with the city effective August 1, 2018; and

WHEREAS, pursuant to and in accordance with Section 20-187.2 of the North Carolina General Statutes, the Asheboro City Council wishes to recognize and honor Officer Hamilton for his dedicated service to the city by awarding to him, at a minimal monetary cost, the service side arm that he carried at the time of his retirement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, effective August 1, 2018, in consideration of the combination of his dedicated service to the City of Asheboro and the payment to the city of \$1.00, Charles Lloyd Hamilton is to be awarded ownership of his city-issued service side arm (a Glock 23 Generation 4 with serial no. SFS 968 and three magazines) upon a determination by the chief of police that Mr. Hamilton is eligible under the applicable federal and state laws to receive, own, or possess a firearm.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on the 12th day of July, 2018.

David H. Smith, Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk



ECS Southeast, LLP

Proposal for Environmental Services

Zoo City Sports Complex
Old Cox Road
Asheboro, Randolph County, North Carolina

ECS Proposal Number 49:10231-P

June 19, 2018





ECS SOUTHEAST, LLP

Geotechnical • Construction Materials • Environmental • Facilities

"Setting the Standard for Service"

NC Registered Engineering Firm E-1016
NC Registered Geologists Firm G-408
SC Registered Engineering Firm 3238

June 19, 2018

Mr. Michael L. Leonard
City of Asheboro
146 North Church Street
Asheboro, NC 27204

Reference: Proposal for Environmental Services
Zoo City Sports Complex
Old Cox Road
Asheboro, Randolph County, North Carolina
ECS Proposal Number 49:10231-P

Dear Mr. Leonard:

ECS Southeast, LLP (ECS) is pleased to provide the City of Asheboro, with this proposal to conduct Environmental Services for the site described below. This proposal contains our understanding of the project information, our proposed scope of services, lump sum fees, activity schedule, and authorization requirement.

PROJECT UNDERSTANDING

We understand that wetland delineation, GPS locating, and jurisdictional determination services are needed for the following site. Site description is based on a brief review of aerial photography provided to ECS by Mr. Michael Leonard with the City of Asheboro.

- The site is located west of Old Cox Road in Asheboro, Randolph County, North Carolina. The site consists of three contiguous parcels which total approximately 84 acres. According to the Randolph County Online GIS Database the PINs for the site are 7669589611, 7669478494, and 7669574332. The site consists of open fields, streams, and wooded land. Surrounding properties consist of cleaned land, wooded land, and single-family residences.

SCOPE OF SERVICES

Based on our understanding of your needs, we propose the following scope of services:

Task 1 - Wetland/Stream Delineation Services

The services rendered under this task will consist of the field delineation of jurisdictional waters/wetland boundaries on the site. Wetlands will be defined using the Routine On-Site Determination method as described in the 1987 "Corps of Engineers Wetlands Delineation Manual" and the appropriate Regional Supplement. This technique uses a multi-parameter approach which requires positive evidence of the following three criteria:

- Hydrophytic vegetation
- Wetland hydrology
- Hydric soils

Areas within the site boundaries exhibiting these characteristics will be considered jurisdictional wetlands. Wetlands and streams will be marked in the field with numbered plastic surveyor's flagging by ECS personnel for subsequent U.S. Army Corps of Engineers (USACE) verification. ECS will approximate wetland and stream locations on an aerial photo of the site.

ECS will prepare a report that contains our findings, conclusions and permitting requirements for the site. A site plan will be included in the report showing the approximate locations of waters of the U.S., including wetlands.

In addition to our map and report deliverable, ECS will approximate flag locations by using a Trimble Global Positioning System (GPS). ECS uses a Trimble GPS unit that is capable of providing sub-meter accuracy. A digital AutoCad (.dwg/.dxf) file can be generated and provided to the client that is geo-referenced; therefore allowing this data to be overlaid onto the proposed site plan. ECS does not provide land surveying services, and a wetland survey of delineated features is always recommended upon subsequent verification by the regulatory agencies. GPS data will provide a more accurate depiction of our findings, but should be used for planning purposes only.

Task 2 - U.S. Army Corps of Engineers/N.C. Division of Water Resources Verification

Upon completion of the wetland delineation, and at the approval of the client, ECS personnel will prepare and submit the necessary documentation to request a site visit by a representative of the USACE to verify the jurisdictional waters/wetland boundaries and to classify streams at the site. ECS personnel will coordinate and conduct a one-day field verification at the site with the USACE and NCDWR.

After the jurisdictional boundaries have been verified by the agencies, a metes-and-bounds survey should be conducted by a registered surveyor to accurately determine the extent of the jurisdictional waters and wetlands on the project site. We will review the map of the surveyed wetlands, if provided, and forward it to the USACE District representative for final written verification. We recommend verification of the jurisdictional boundaries by the USACE and the NCDWR prior to initiation of construction or mechanized land clearing activities on the site.

ECS personnel can attend meetings as required by you to discuss this project and matters related to environmental permitting. It is not possible to determine at this time if meetings or additional services will be required. Personnel time associated with meetings and/or additional services will be billed on a unit rate basis.

LUMP SUM FEES

ECS will provide the described scope of services for the following lump sum fees:

Zoo City Sports Complex - ECS Proposal Number 49:10231-P	
Task 1 - Field Delineation Services (104 acre tract).....	\$3,500.00
Task 2 - Field Verification & Jurisdictional Determinations (USACE & NCDWR)	\$1,500.00
Estimated Fee	\$5,000.00

*Our fee assumes that all necessary exhibits, site/property contact information, etc. will be provided to us by you or your agents.



**An Agent Authorization form is attached to this proposal. The form authorizes ECS to conduct agency verification of the delineated wetlands and surface waters and to apply for the necessary permits. In order for it to be valid, the form should be completed and signed by the property owner of record.

***Fees assume that our evaluation of the site will not be hindered by extremely thick vegetation. If vegetation is encountered on the site that renders an area or areas too thick to evaluate, ECS reserves the right to re-negotiate our fee for delineation (flagging) of the site.

SCHEDULE OF WORK

We can begin these projects within approximately one week of receipt of written authorization to proceed. The field activities will require two to three days to complete. We will provide preliminary verbal results and recommendations prior to submittal of our written report. Regulatory verification of the delineated streams and wetlands will be conducted as soon as possible based on availability of USACE and NCDWR personnel. The Wetland Delineation report will be completed within one week of receiving the jurisdictional determination from the USACE.

Please note we cannot begin field activities until we have received written authorization to proceed.

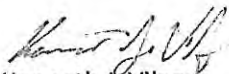
AUTHORIZATION

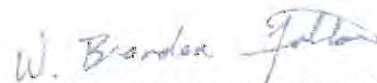
This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us.

We are pleased to have the opportunity to offer our services to you and look forward to working with you on your project. If you have questions concerning the content of this proposal, or if we can be of further service, please contact us.

Respectfully submitted,

ECS SOUTHEAST, LLP


Kenneth J. Vilagos
Assistant Staff Project Manager
kvilagos@ecslimited.com
336-478-1614


W. Brandon Fulton, LSS, PSC, PWS
Environmental Principal
bfulton@ecslimited.com
740-409-7744

Enclosures: Proposal Acceptance Form
 Agent Authorization
 Terms and Conditions of Service



PROPOSAL ACCEPTANCE FORM**ECS SOUTHEAST, LLP**

(Please Print or Type)

Project Name: Zoo City Sports Complex

Location: Old Cox Road in Asheboro, Randolph County, North Carolina

Estimated Fee: \$5,000.00

Please complete and return this Proposal Acceptance Form to ECS. By signing and returning this form, you are providing us with authorization to proceed, providing us permission to enter the site, and making this proposal the agreement between us. Your signature also indicates that you have read this document and the terms and conditions of service in its entirety and agree to pay for these services.

CLIENT AND BILLING INFORMATION

Name of Client: _____
Contact Person: _____
Telephone No. _____
E-mail: _____

Responsible for Payment**Approval of Invoice (if different)**

Contact Name: _____
Company Name: _____
Address _____
Address _____
City, State, Zip _____
Telephone No.: _____
Fax No: _____
E-mail Address: _____

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	e-mail Address	Phone Number	Fax Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Special Instructions: _____

Client Signature: x _____ Date: _____





ECS SOUTHEAST, LLP

Geotechnical • Construction Materials • Environmental • Facilities

"Setting the Standard for Service"

NC Registered Engineering Firm #1078
NC Registered Geologists Firm #068
SC Registered Engineering Firm #2234

Agent Authorization

Property/Site: _____

Address of Site: _____

Parcel Identification Number (PIN): _____

Owner Information:

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Property Owner Certification:

I, the undersigned, a duly authorized owner of record of the property/properties identified herein, do authorize representatives of the Wilmington District, U.S. Army Corps of Engineers (USACE) and/ or the North Carolina Division of Water Resources (NCDWR) to enter upon the property herein described for the purpose of conducting on-site investigations and issuing a determination associated with Waters of the U.S. subject to Federal/State jurisdiction under Section 404 and 401 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act of 1899. I also authorize ECS to act in my behalf in the processing of this request and to furnish supplemental information in support of this request, including stream/wetland matters in coordination with the USACE and the NCDWR field verification and permit application:

Property Owner Signature: _____

Date: _____

Client: City of Asheboro

(hereinafter the "Proposal")

ECS SOUTHEAST, LLP TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS SOUTHEAST, LLP ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.



10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT's sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, it's licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT's sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT's contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT's contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of

ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT's ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT's successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$40,000, or the total fee for the services rendered, whichever is greater.



18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. If CLIENT is a HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.4 If CLIENT is a RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.



RESOLUTION

A motion was made by _____ and seconded by _____
(Name and Title)

_____ for the adoption of the following resolution, and upon
(Name and Title)

being put to a vote was duly accepted:

WHEREAS, a Grant in the amount of \$287,116 has been approved by the Department based on total estimated cost of \$319,018; and

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

NOW THEREFORE, BE AND IT IS RESOLVED THAT THE _____
(Title)

of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department, thereby binding the Sponsor to the fulfillment of its obligation incurred under this Grant Agreement or any mutually agreed upon modification thereof.

I, _____, of the
(Name and Title)

_____ do hereby certify that
(Sponsor)

the above is a true and correct copy of an excerpt from the minutes of the

_____ of a meeting
(Sponsor)

duly and regularly held on the _____ day of _____, 20_____.

This, the _____ day of _____, 20_____.

SPONSOR SEAL

Signed: _____

Title: _____

Of The: _____

BLOCK GRANT AGREEMENT
NON PRIMARY ENTITLEMENT FUNDING

STATE AID TO AIRPORTS BLOCK GRANT
BETWEEN
THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA
AND
CITY OF ASHEBORO

AIRPORT: **ASHEBORO REGIONAL**

PROJECT NO: **36237.23.16.1**

THIS AGREEMENT made and entered into this the _____ day of _____, 20_____, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and the **CITY OF ASHEBORO**, the owners of the **ASHEBORO REGIONAL AIRPORT** (hereinafter referred to as "Sponsor").

WITNESSETH

WHEREAS, Chapter 63 of the North Carolina General Statutes authorizes the Department to administer a program of State Aid to Airports, subject to the limitations stated in that Chapter; and

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the *FAA Modernization and Reform Act of 2012*; and

WHEREAS, the Department has approved a grant of funds to the Sponsor under the State Block Grant Program Non Primary Entitlement funds.

NOW THEREFORE, the Department and the Sponsor do hereby mutually agree as follows:

- 1) That the approved scope of this project shall consist of:

LAND ACQUISITION

- 2) That the Grant of funds shall include maximum funding obligations for federal funds which shall be:

State Block Grant NPE Program: \$287,116 (not to exceed **90%** of the final total costs)

- 3) That the funding obligations referenced in (2) above shall be the maximum obligations based on the final cost of eligible work items in the approved project, as certified by the Sponsor

- 4) That the Sponsor shall promptly undertake the Project and complete all work on the Project no later than **SEPTEMBER 1, 2018**, unless a written extension of time is granted by the Department.

- 5) That all work performed on the Project shall conform to the approved scope of work referenced in this Agreement. Any amendments or modifications to the approved scope of work, approved grant amounts, or this Agreement shall not be authorized by the Department unless they are contained in a written modification to this Agreement and fully executed by both the Sponsor and the Department.
- 6) Debarment and Suspension: The Grantee agrees to comply, and assures the compliance by each of its third party contractors and subrecipients at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.
- 7) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of this Grant.
- 8) For a material breach of this Agreement or the Sponsor's Assurances, the Sponsor shall be liable to the Department for the return of all grant monies received.
- 9) The Sponsor agrees to adhere to the standards and procedures contained in the State Aid to Airports Program Guidance Handbook, unless the Department issues a written waiver to the contrary.
- 10) The Sponsor agrees to adhere to and be bound by the Grant Assurances of the Federal Aviation Administration, said Grant Assurances contained in Appendix I of this Grant Agreement. Further, the Sponsor agrees that it shall be responsible to the Federal Aviation Administration, or its designated agent, for enforcement of such Grant Assurances including any penalties, sanctions, or other actions which may be legally enforceable for lack of compliance with said Grant Assurances.
- 11) The Sponsor agrees to comply with the "Sponsor Assurances" contained as part of this Agreement.
- 12) N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this grant agreement, 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.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN ABOVE:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

NCDOT SEAL

BY: _____
Deputy Secretary of Multi-Modal Transportation

ATTEST: _____

SPONSOR:

SIGNED: _____

TITLE: _____

SPONSOR SEAL

ATTEST: _____

STATE OF NORTH CAROLINA, COUNTY OF _____

I, _____, a Notary Public in and for the State aforesaid, do hereby certify that
_____ personally came before me this day and acknowledged that he
is _____ of the _____
(Title) (Sponsor)

(hereinafter referred to as "Sponsor"), and by authority duly given and as an act of said Sponsor, the foregoing instrument was
signed by him, attested by _____ of the Sponsor, and the
(Name and Title)

Seal of the Sponsor affixed hereto.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 20_____.

Notary Public (Signature)

My Commission expires: _____

SEAL

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased or otherwise transferred from the control of the Sponsor without written concurrence of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall, restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Grant Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. The Airport shall comply with all requirements of the State Aid to Airports Program Guidance Handbook.

B-2. It is the policy of this State, to encourage and promote participation by disadvantaged minority owned and women owned businesses (MBE and WBE) in contracts let by the Department pursuant to GS 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction, and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure minority MBEs and WBEs have maximum opportunity to participate in performance of NCDOT contracts let using state funding. The sponsor assures and certifies with respect to this grant that they will pursue these requirements as stipulated by the Department in the advertising, award and administration of all contracts, and require the same for all contractors, sub recipient or subcontractors.

MBE\WBE program is governed by G.S. 136-28.4 and administered in accordance with Title 19A Chapter 02 SubChapter D Section .1101 - .1112 of North Carolina Administrative Code (19A NCAC 02D.1101).

B-3. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Department prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Project Concurrence and Notice to Proceed" form (AV-CONCUR/AV-503) for undertaking the project. All plans (and alternate) shall be supported by engineer's report. A list of deliverable(s) from the Sponsor to the Department is as follows:

Planning Projects

1. Interim Planning Submittals – All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copy: PDF format. Paper copy, if requested: bond copy – true half-size.
2. Final Submittal - All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond– true half-size for plan sheets / sketches
 - a. All reports, projections – PDF Format. Any element of the documents shall be delivered in its original electronic format (i.e. MSWord, Excel, AutoCAD...) if requested by the Department
 - b. Sketches and drawings – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond – true half-size for plan sheets / sketches.

Construction Projects

1. Interim Design Submittals (i.e. 30%, 60%, 90%....) – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate and Engineers Report – electronic copy: PDF format. Paper copy, if requested: bond true half-size for plan sheets.
2. 100% Design and Issue for Bid Submittals – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate, Engineer's Report, and Bid Tab – Any element of the documents shall be delivered in electronic format (i.e. MS Excel and PDF format) and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
3. As-built / Record Drawings
 - a. Contract Documents (Plan and Detail Sheets, Technical Specifications) – electronic copies: PDF format and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
 - b. Technical Specifications – electronic copies: MS Word File and PDF format
 - c. Final Engineers Report – electronic copies: PDF format unless otherwise requested.

B-4. Bids will be taken in accordance with N. C. General Statute 143-129. Following bid opening or final contract negotiations, the Sponsor shall submit the "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) request along with the bid tabulations to the Department for review. The Department will take action on the request including the approval or disapproval of the Sponsor's Employment of specific contractors within ten (10) days of receipt. Approval will be communicated via a Contract Goal Requirements Letter sent directly to the Sponsor.

B-5. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-6. The Sponsor shall not commence construction or award construction contracts on the project until a written "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) is co-signed by the Sponsor's Representative and the Department or alternate written approval is provided by the Department.

B-7. The Sponsor shall submit quarterly status reports (AV-STATUS/AV-502) to the Department, unless otherwise instructed, and will immediately notify the Department of any significant problems which are encountered in the completion of the project.

B-8. The Sponsor shall notify the Department of any significant meetings or inspections involving the Sponsor, his contractor(s), consultant(s), and/or federal funding agencies concerning Project.

B-9. The Sponsor shall notify the Department within thirty (30) days of completion of all work performed under this agreement for the purpose of final acceptance inspection and completion of audit requirements by the Department.

B-10. The Sponsor has full responsibility for assuring the completed Project meets the requirements of the Department and appropriate federal funding agencies. The Sponsor further certifies that all local, state, and federal requirements for the conduct of this Project shall be met.

B-11. It is the policy of the Department not to award contracts to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. Therefore, no State funds will be provided for any work performed by the contractor(s), or sub-contractor(s) which had been removed from the Department's list of pre-qualified bidders without subsequent reinstatement as of the date of the signing of the construction contract. It shall be the responsibility of Sponsor to insure that only properly qualified contractors are given construction contracts for work.

B-12. The provisions of this section related to United States Department of Transportation (US DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all North Carolina Department of Transportation (NCDOT) contracts and to all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

NCDOT Title VI Assurance (1050.2A, Appendices A & E)

i. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the

exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- ii. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

NCDOT Title VI Nondiscrimination Program (23 CFR 200.5(p))

The North Carolina Department of Transportation (NCDOT) has assured the US DOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, income-level, sex, age, or disability, (or religion, where applicable) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

- i. During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. *(USDOJ Title VI Legal Manual, VI(F))*
- ii. Subrecipients (e.g. cities, counties, LGAs, MPO/RPOs) may be required to prepare and submit a Title VI Program to NCDOT, which may include Title VI Nondiscrimination Assurances and/or agreements. Subrecipients must also ensure that their contractors and subrecipients comply with Title VI. (23 CFR 200.9(b)(7)) contractors and subrecipients comply with Title VI. *(23 CFR 200.9(b)(7))*
- iii. If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. *(23 CFR 200.9(b)(15))*

SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable Project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all Project costs incurred under this Grant. All records and documentation in support of the Project costs must be identifiable as relating to the Project and must be acceptable costs only. Acceptable costs are defined as those costs which are acceptable under "Federal Acquisition Regulations 1-31.6, 48 CFR (OMC Circular A-87)". Acceptable items of work are those referenced in the State Aid to Airports Program Guidance Handbook and North Carolina General Statutes. The Sponsor's accounting procedures which were established for work as set out in this Agreement must be reviewed and accepted by the Department prior to the final execution of this Agreement and payment of State funds, except for Sponsor reporting under OMB Circular A-133.

C-2. The Sponsor and his contractor(s) and/or consultant(s) shall permit free access to its accounts and records by official representatives of the State of North Carolina. Furthermore, the Sponsor and contractor(s) and/or consultant(s) shall maintain all pertinent records and documentation for a period of not less than five (5) years from the date of final payment.

C-3. In accordance with The Compliance Supplement (Supplement) is based on the requirements of the 1996 Amendments and 2 CFR part 200, Subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits, the Airport shall arrange for an independent financial and compliance audit of its fiscal operations. The Airport shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Airports fiscal year ends.

The Airport shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Airport shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this agreement, for inspection and audit by the Department's Fiscal Section

C-4. Payment of the funds obligated under this Grant Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from NCDOT to the Sponsor are made on a reimbursement basis. The Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's reimbursement.

B. Payments will be made on the basis of progress payments which may be requested by the Sponsor as costs are incurred, but not more frequently than monthly. Progress payments will be made provided the following requirements have been met.:

- (1) The Grant Agreement has been executed and a Project Concurrence (AV-CONCUR/AV-503) issued.
- (2) The Project has received an appropriate environmental finding.

(3) The Sponsor has submitted a Proposed Project Budget (AV-BUDGET/AV-504) accurately reflecting costs to date. The initial and revised AV-BUDGET/AV-504 shall be approved by the Department. With each AV-BUDGET/AV-504, the Sponsor shall provide the following documentation:

a) Scope of Services for the project, Consultant Fee - Man-hours Breakdown by task with hourly rates, Breakdown of Sub-consultant and / or Vendor Cost, Schedule of Deliverables, Estimated Construction Cost, Plan Sheet List

b) Actual Bidding Cost (once a project is bid) – Bid Tabulation / Bid Schedule, Recommendation for Award.

(4) Additional information shall be provided as requested.

(5) The Sponsor has submitted an executed Interim Payment Request (AV-PAY/AV-505) accurately reflecting costs incurred to date.

(6) The Sponsor has complied with all applicable conditions of the State Aid to Airports Program Guidance Handbook

C. The submission of progress payments is expected to parallel the value of work actually completed and costs incurred. At such point the Sponsor has requested payments equaling 100% of the State Grant, it is expected that the approved Project will be 100% complete.

D. Upon receipt of 100% of the State Grant, the Sponsor will promptly complete Project acceptance and submit the Project Completion and Final Payment Request (AV-FINAL/AV-506).

C-5. If after the acceptance of the Project by the Department, the final State share of approved eligible items is less than the amount of State funds actually disbursed for the Project, the Sponsor shall reimburse the Department in an amount equal to the difference between the amount of State funds actually disbursed and the final State share of the final, audited, approved eligible Project costs within thirty (30) days of notification by the Department of the amount due.

C-6. If after the acceptance of the Project by the Department, the final State share of approved eligible Project costs shall be more than the amount of State funds obligated for the Project, the Sponsor may make application to the Department for a corresponding increase which will be considered for funding in accordance with their relative priority versus other applications for available State funds.

C-7. Under certain conditions, projects originally involving only state and local funds may subsequently be eligible for reimbursement from federal funding agencies. In such cases, the Sponsor shall notify the Department of its intent to apply for federal reimbursement and shall keep the Department informed of the status of such application. In the event federal funds are obtained for all or a portion of the Project, the Sponsor shall refund to the Department an amount equal to the difference between State funds originally disbursed for the work item(s) subsequently receiving federal funds and the final State share of the costs of the affected item(s) of work. Reimbursement will be made within ninety (90) days of the date of the final execution of the FAA Grant Agreement affecting the work elements in the approved Project.

C-8. For the purpose of calculating the State share of the Project, federal funds are defined as funds provided by an agency of the federal government for the specific purpose of undertaking the Project, including Block Grant funds administered by the Department.

SECTION D: SPONSOR'S ASSURANCES: REAL PROPERTY ACQUISITION

D-1. The acquisition of land, buildings, and other real property involving the use of State Airport Aid funds shall be in compliance with the provisions of this Section.

D-2. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.

D-3. The acquisition cost of each parcel, building, or other real property acquired with State financial assistance shall be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.

D-4. For each parcel or building with an estimated cost of \$100,000 or less, fair market value shall be established by a single original appraisal and a review appraisal. For complex acquisitions, fair market value shall be established by two original appraisals and one review appraisal.

D-5. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.

D-6. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.

D-7. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.

D-8. Negotiated values above the fair market value shall not be eligible for State funds unless, prior to the final agreement for acquisition, the Sponsor has received the concurrence of the Department for paying such negotiated values in lieu of the appraised fair market value.

D-9. Sponsors who adhere to the federal "Uniform Guidelines for the Acquisition of Property" shall be deemed to have conformed to the Department's guidelines, except that Paragraph 8 above shall also be applicable under such acquisitions.

D-10. In the event the Project is a low value, non-complex acquisition, the Department, at its option, may accept the original appraisal without the review appraisal. In such cases, all other provisions of this Section shall apply.

D-11. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

SECTION E: Sponsor's Acknowledgement of Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32

E-1 Sponsor acknowledges and agrees that 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). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Revised 5/3/18



Randolph County Historic Landmark Preservation Commission

201 Worth Street, Asheboro, North Carolina 27203 ♦ 336-318-6806 ♦ www.rchlpc.org

June 28, 2018

TO: Asheboro City Council

FROM: L. McKay Whatley Jr., Chairman
Randolph County Historic Landmark Preservation Commission

SUBJECT: Local Historic Landmark Designation – Public Hearing
Asheboro Female Academy, 1839

On behalf of the Randolph County Historic Landmark Preservation Commission, we are pleased to recommend for your consideration at public hearing the following building to be considered for Local Historic Landmark designation:

**Asheboro Female Academy, 1839
1126 S. Park Street (facing Walker Avenue)
Asheboro, N.C.**

The Historic Landmark Preservation Commission conducted a public hearing on June 27, 2018, and unanimously passed a resolution recommending landmark designation. A copy of the resolution is attached. Historical data and photographs are also attached.

Final authority for Local Historic Landmark designation rests with the elected officials of the local government within whose planning jurisdiction the landmark is located. I have attached the proposed ordinance that is necessary to formally designate the local landmark.

If approved, the Asheboro Female Academy will become the twenty-first Local Historic Landmark approved in Randolph County, and the ninth in the city of Asheboro. Asheboro landmarks to date include the 1909 Historic Courthouse, 1922 Old County Rest Home, 1929 Sunset Theatre, 1929 Charles W. McCrary House, 1933 J. Frank McCrary House, the 1938 Asheboro Municipal Building; the circa 1860 Marmaduke Robins Law Office; and the 1888 Gatekeeper's House.

Thank you.



RANDOLPH COUNTY
HISTORIC LANDMARK PRESERVATION COMMISSION
201 Worth Street - Asheboro, N.C. 27203
Phone (336) 318-6806

Application Fee: \$125.00

Waived
PA

LANDMARK DESIGNATION APPLICATION

Preparing Your Application:

Please type or use black ink and use paper no larger than 11" x 17" for the required supporting information. Randolph County staff is available to advise in the preparation of applications.

Filing Your Application:

When completed, the attached application will initiate consideration of a property for designation as a local historic landmark. The application will enable the Randolph County Historic Preservation Commission to determine whether the property qualifies for designation.

**The guidelines developed for this application are based on the evaluation process adopted by the Randolph County Board of Commissioners which includes those used by the National Register of Historic Places. National Register evaluation principles regarding criteria, category classifications, and integrity have been adapted for local applications.*

1. Name of Property

Historic Name: Asheboro Female Academy

Current Name: Asheboro Female Academy

2. Location

Please include the full street address of the property, including its local jurisdiction. North Carolina Property Identification Numbers (PIN) can be found by contacting the Randolph County Planning Department.

Street Address: ¹¹²⁶1224 S. Park Street

City/Town/Jurisdiction: Asheboro, NC 27203

NC PIN Number: 775067003

3. Owner Information (If more than one, list primary contact)

Name: Asheboro City Schools

Address: 1221 S. Park Street, Asheboro, NC 27203

Phone: 336-625-5104

4. Applicant/Contact Person (If other than owner)

Name: Ross Holt, Randolph County Historic Landmark Preservation Commission

Address: 201 Worth Street, Asheboro, NC 27203

Phone: 336-318-6806

5. General Data/Site Information

A. Date of Construction and major additions/alterations: 1839; restoration, 1976; restoration, 2014-2017.

B. Number, type, and date of construction of outbuildings: 0

C. Approximate lot size or acreage: approx. 0.5 (part of larger tract)

D. Architect, builder, carpenter, and/or mason: Unknown, 1839

E. Original Use: School

F. Present Use: Vacant/Cultural Heritage Site/Interpretive educational use anticipated

6. Classification

A. Category (building(s), structure, object, or site): Building

- **Building** - A "building," is created principally to shelter any form of human activity. (i.e.: house, barn, hotel, church, school, theater, stable)
- **Structure** - The term "structure" is used to distinguish from buildings constructions made usually for purposes other than creating human shelter (i.e.: tunnel, bridge, highway, silo)
- **Object** - The term "object" is used to distinguish from buildings and structures those constructions that are primarily artistic in nature. Although it may be, by nature or design, movable, an object is associated with a specific setting or environment. (i.e.: sculpture, fountain, monument)
- **Site** - A site is the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself possesses historic, cultural, or archeological value regardless of the value of any existing structure. (i.e.: battlefield, cemeteries, designed landscape)

B. Ownership: Asheboro City Schools

Can people tour the site? ☒ Yes ☐ No

Accessible for viewing? ☐ Inside ☒ Outside

What are the days and hours of operation? accessible during daytime hours

Is visitation by appointment only? No

Who is the contact person and what is the method of contact? Asheboro City Schools,
336-625-5104

C. Number of Contributing and non-contributing resources on the property:

A contributing building, site, structure, or object adds to the historic associations, historic architectural qualities, or archeological values for which a property is significant because it was present during the period of significance, relates to the documented significance of the property, and possesses historic integrity or is capable of yielding important information about the period.

Buildings 1

Structures 0

Objects 0

Sites 0

D. Previous field documentation (when and by whom): Carl Kessler for TreesNC, 2014
L. McKay Whatley, 1978-80; W. Fitzgerald Hill, North Carolina State University, 1953

Please contact the Survey Coordinator at the State Historic Preservation Office to determine whether the property has been included in a county survey (919-733-6545).

E. National Register Status and date (listed, eligible, study list): n/a

Please contact the National Register Coordinator at the State Historic Preservation Office to determine National Register status (919-733-6545).

7. Supporting Documentation (Attach to application on separate sheets)

A. Required Photographs

- Digital photographs on a CD can be submitted. Please include a printout of the images included on the CD. To save paper and ink, as many as nine images may be placed on a single 8 X 10 sheet of paper, though images should be a least 3 ¼ " X 2 ½". Proofs may be in black and white on regular paper.
- For **buildings** and **structures**, include all facades and at least one (1) photo of all other contributing and non-contributing resources. Also include at least one (1) photo that shows the main building or structure within its setting. For **sites**, include overall views and any significant details. For **objects**, include a variety of representative views, as well as a view of the object within its setting.
- Photos must be identified with the name of the property, its address or location, and the date.

B. Maps

Include two (2) maps; one (1) clearly indicating the location of the property in relation to the local community, and one (1) showing the boundaries of the property. Tax maps with the boundaries of the property are preferred, but

survey or sketch maps are acceptable. Sketch maps should reflect, describe and label all buildings, structures, objects or sites, within the property boundary. Please show street names and numbers and all structures on the property. Mapping information may be obtained from the Randolph County G.I.S mapping program available at www.co.randolph.nc.us.

C. Historical significance (Applies to all classifications)

- Note any significant events, people, and/or families associated with the property. Please clearly define the significance of the property in the history of the local community or of Randolph County. (For example, the property may have been the birthplace of an influential citizen, represent historical patterns of commercial or agricultural development, or served as an important center of community activity). Include all major owners.
- Please include a bibliography of sources consulted.

D. Architectural description, significance and integrity (Applies to buildings, structures and objects) See accompanying report

- For **buildings and structures**, describe, including exterior architectural features, additions, remodeling, and alterations. Also describe significant outbuildings. For **objects**, describe the physical appearance of the object(s) to be designated.
- Context of the history of the local community or of Randolph County. (For example, the building or structure might be one of a town's only surviving examples of a Greek Revival building, or it may be a unique local interpretation of the Arts and Crafts movement. An object might be a statue designed by a notable sculptor.)
- Include a statement describing how the building, structure or object currently conveys its historic integrity. For example, does it retain elements of its original design, materials, location, workmanship, setting, historic associations, or feeling, or any combination thereof?
- Please include a bibliography of sources consulted.
- The jurisdiction of the Commission over interior features shall be limited to specific architectural, artistic, or historical significant features for which the consent for interior review is requested by the property owner. Specify specific interior features to be reviewed and significance of such feature as it relates to architectural, artistic, or historical designation.

E. Property boundary, significance and integrity (Applies to all classifications)

- Describe the land area to be designated, address any prominent landscape features.
- Clearly explain the significance of the land area proposed for designation and its historical relationship to the **building(s)**, **structure(s)** or **object(s)** located within the property boundary or, in the case of **sites**, the historical event or events that make the land area significant. For **buildings and structures**, the designated land area may represent part of or the entire original parcel boundaries, or may encompass vegetative buffers or important outbuildings. For **objects**, the designated land area may continue to provide the object's historic context (i.e., a statue's historic park setting). For **sites**, the designated area may encompass a landscape that retains its historic integrity (i.e. a battlefield encompassing undisturbed historic view sheds).

8. Signatures

Applicant: _____

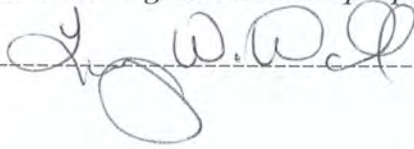
 RCHLPC

Date: _____

5/15/18

I have read the general information on landmark designation provided by the Randolph County Historical Landmark Preservation Commission and affirm that I support landmark designation of the property defined herein.

Owner: _____



Date: _____

5/16/18

Additional information concerning criteria used by the Commission in historical landmark designation may be accessed at www.co.randolph.nc.us/hlpc.



**North Carolina Department of Natural and Cultural Resources
State Historic Preservation Office**

Ramona M. Bartos, Administrator

Governor Roy Cooper
Secretary Susi H. Hamilton

Office of Archives and History
Deputy Secretary Kevin Cherry

June 13, 2018

Ross A. Holt
Randolph County Public Library
201 Worth Street
Asheboro, NC 27203

**RE: Landmark Designation Report for the Asheboro Female Academy, 1126 South Park Street,
Asheboro, Randolph County**

Dear Mr. Holt:

Thank you for the report for the Asheboro Female Academy located at 1126 South Park Street in Asheboro. We have reviewed the information in the report and offer the following comments in accordance with North Carolina General Statute 160A-400.4.

Constructed in 1839, during an era in North Carolina history famously lacking in educational rigor, the Asheboro Female Academy is physical evidence of the high value the community placed in educating young women. Though not open to women of all classes and races, the academy nevertheless significantly expanded the educational opportunities available prior to the advent of the public school system. The curriculum offered substantially exceeded the basic academic and domestic training typically available to women. The academy was moved from its original location at the southwest corner of Salisbury and Fayetteville streets in 1970 and substantially altered with the addition of non-historic materials; however, a more recent effort to appropriately reconstruct and restore the academy's historic fabric has yielded a building more capable of accurately interpreting a significant development in Asheboro's history.

We believe the report provides sufficient information for the Randolph County Historic Landmarks Preservation Commission and the local governing board to determine the Asheboro Female Academy is worthy of local landmark designation.

Landmark designation means the community recognizes the property is worthy of preservation because of its special significance and integrity in the local community. Any substantial change in the design, materials, and appearance is subject to the design review procedures of the preservation commission. The owner may receive an annual deferral of fifty percent of the property taxes for as long as the property is designated and retains significance and integrity. (N.C.G.S. 150-278 *et seq.*).

If the local governing board wishes to extend the Commission's design review authority to significant features of the interior, the owner must give written consent. The designation ordinance must specify the features and describe the nature of the Commission's design review authority over them.

Thank you for giving us the opportunity to comment on the report. Our comments are advisory only and are not binding. Once the governing board has received a recommendation from the Randolph County Historic Landmarks Preservation Commission and has proceeded in the same manner as would otherwise be required for an amendment to the zoning ordinance, the governing board may proceed with the designation decision. Once the designation decision has been made, please return the completed designation confirmation form, enclosed.

This letter serves as our comments on the proposed landmark designation of the Asheboro Female Academy. Please contact me at 919-807-6575 should you have any questions about our comments.

Sincerely,

A handwritten signature in blue ink that reads "Amber E. Stimpson". The signature is fluid and cursive, with a large loop at the end of the last name.

Amber E. Stimpson
Local Preservation Commissions / CLG Coordinator

CC: Commission Chair

Enclosure



Randolph County Historic Landmark Preservation Commission

201 Worth Street ♦ Asheboro, North Carolina 27203

LOCAL LANDMARK DESIGNATION REPORT

Asheboro Female Academy, 1839



1. Name of Property

Historic name: Asheboro Female Academy, 1839

Other Name: same

2. Location

Street Address: 1126 S. Park Street (facing Walker Ave.)

City/Town/Jurisdiction: Asheboro, NC

Zoning Jurisdiction: Asheboro, NC

Tax Parcel ID Number: 7750670033

3. Owner Information

Name: Asheboro City Schools

Address: 1221 S. Park St., Asheboro, NC 27203

Phone: 336-625-5104

4. Applicant/Contact Person

Name: Randolph County Historic Landmark Preservation Commission c/o Ross Holt

Contact: rholt@randolphlibrary.org; 336-318-6806; 201 Worth Street, Asheboro, NC 27203

5. General Data/Site Information

A. Date of Construction and major additions/alterations: 1839; renovation, 1976; renovation, 2017.

B. Number, type and date of construction of outbuildings: none.

C. Approximate lot size or acreage: approx. 0.5 (section of larger parcel)

D. Architect, builder, carpenter, and/or mason: Unknown, 1839

E. Original Use: School

F. Present Use: Vacant/Cultural Heritage Site/Historical interpretive educational use anticipated

6. Classification

Ownership of Property: Public-local

Category of Property: Building

7. Function or Use

Historic Functions: School

Current Functions: Vacant/Cultural Heritage Site/Historical interpretive educational use anticipated

8. Description

Architectural Classification: 1839, Antebellum; 18'x36'; two-room building; mortise and tenon construction secured by wooden pegs on brick foundation.

LOCAL LANDMARK DESIGNATION REPORT

Asheboro Female Academy, 1839

By Ross A. Holt, Randolph County Historic Landmark Preservation Commission

Jessi Bowman, Historic Preservation Certificate Program, Salem College

Owen George, Trees NC

Research support by L. McKay Whatley Jr.

NOTE: The spelling of "Asheboro" has been standardized throughout as such, except when quoting original documents or referred to in a proper name.

LOCAL LANDMARK SIGNIFICANCE SUMMARY

The Asheboro Female Academy, opened in 1839 to offer formal education for girls in the region, is the oldest standing structure in Asheboro. Established in conjunction with a later male academy to address a dearth of educational opportunity in Randolph County, the school was organized and funded by prominent members of the community, notably among them attorney and future North Carolina Governor Jonathan Worth. It was located on the southwest corner of present-day Salisbury and Fayetteville streets. The Asheboro Male Academy opened nearby in 1842.

The Female Academy provided girls with a more expansive education than was generally available to young women in the era. Subjects taught included spelling, reading, grammar, geography, arithmetic, philosophy, rhetoric, needlework and music. Enrollment grew until the Civil War, when the both the female and male academies closed and served as a barracks for soldiers. Revived after the war, the academies operated under combined leadership. They remained the primary providers of formal education in Asheboro until the end of the 19th century, when the community recognized the need for public schools. The academies' trustees then helped lay the groundwork for the transition from private to public education.

After the Female Academy was closed, the property was acquired by W.J. Armfield Jr., founder of the Bank of Randolph. The Female Academy building was used for storage and later converted to living quarters for servants. After Armfield's death in 1968, the building was given to the Randolph County Historical Society and moved to its present location at 1126 S. Park Street on property owned by

the Asheboro City Schools. A restoration effort took place in the early 1970s that, while giving a sense of the original building and its purpose, was not historically accurate. The work, however, was sufficient to preserve the structure until a recent initiative underwritten by Trees NC, an Asheboro-based environmental organization, could restore the building to its original historical state for use as an interpretative historical experience for students and other community members. With work on the new restoration underway, the Female Academy was designated as a Local Cultural Heritage Site by the Randolph County Historic Landmark Preservation Commission on January 26, 2016. The exterior restoration is now complete.

Although the Female Academy does not sit on its original site, the painstaking and well-researched restoration by Trees NC has returned it to its original appearance and documented its high level of originality. The building is worthy of landmark designation because it symbolizes the early stages of private education for girls in the region; because it represent an effort to educate girls beyond simply basic skills and the domestic arts; because it is Asheboro's oldest standing structure; because of the involvement of prominent local leaders; because of its architectural integrity; and because of its status as a bridge between an era of little formal schooling and the advent of public education in Asheboro. It also stands as a testament to the commitment of the community, in different eras, to preserve and restore an important part of Asheboro's history.

While the recently-undertaken restoration includes both the exterior and the interior of the Female Academy with some adjustments to the interior to make it habitable for interpretive educational use, the scope of this proposed landmark designation includes the exterior of the building only.

HISTORICAL CONTEXT AND SIGNIFICANCE

Prior to the Civil War, state-sponsored formal education of children struggled to gain a foothold in a recalcitrant North Carolina.¹ Although the state's original Constitution, adopted in 1776, called for creation of a public school system, little movement toward this goal took place until well into the 19th Century. The absence of a state-supported school system left families and communities to fend for themselves where the education of their children was concerned. Educated parents often instructed their own children, and wealthy parents might delegate the task to governesses or bring teachers into the home.² Often, children of neighbors were included in these sessions. Very few educational opportunities, however, were available for people of more modest means; virtually none for the poor, or for free children of color and enslaved children.

A popular response to the dearth of formal educational opportunity was the creation of private academies in communities across the state. Among the limited number of schools for girls, the curriculum often was limited to basic academic skills and domestic arts.³ None served the Randolph County region. The mid- to late-1830s, however, saw a renaissance for education of young women as more communities around the state began to develop female academies or "seminaries."⁴ Many of the institutions would offer more than just a perfunctory education for young women.

At the same time, the Asheboro and Randolph County were experiencing burgeoning growth. Entrepreneurs were developing the textile mills along the Deep River that would power the county's economy for more than a century to come. In Asheboro, the county seat, a modern brick courthouse was constructed in 1839. The town had become a center of trade for the region's gold mining industry. The Methodist Episcopal Church was built in 1834; a Presbyterian church would be established in 1850. The main artery, present-day Fayetteville Street, soon would become a plank road to facilitate travel and

¹ William S. Powell, *North Carolina Through Four Centuries* (Chapel Hill: The University of North Carolina Press, 1989), 245 ff.

² Chris Myers and Jaquelin Drane Nash, "Education, Private," *Encyclopedia of North Carolina* (Chapel Hill: University of North Carolina Press, 2006), 375.

³ *ibid.*

⁴ The term "seminary" as used in this era is interchangeable with "school" or "academy."

movement of goods, and there were efforts underway to bring a railroad through town. Asheboro's first newspaper, the *Southern Citizen*, began publication in 1836. Three general stores and two hotels operated in town.

It was in this milieu that a group of leading citizens of Randolph County coalesced in 1838 to establish a school for girls in Asheboro. On January 8, 1839, the General Assembly incorporated the Trustees of the Randolph Female Academy.⁵ The group was comprised of the most prominent men in the county: Johnathan Worth, Alexander Gray, John Balfour Troy, Hugh McCain, George Hoover, James M.A. Drake, Alfred. H. Marsh, Henry Branson Elliott, Jesse Lawrence, Sampson B. Glenn and Samuel Hill. Worth was an attorney and investor who would become state treasurer during the Civil War and governor afterwards. Gray was the largest property owner in the county, and a founder of the school that would become Trinity College and later Duke University Hoover was a long-serving and iconic Randolph County sheriff, militia general and Asheboro hotelier who operated the stage coach line between Asheboro and Pittsboro. McCain was serving as clerk of the county court. Troy was a merchant in the northeastern part of the county and a county justice of the peace, and grandson of Revolutionary War hero Col. Andrew Balfour (whose gravesite is a Randolph County Historic Landmark). Drake was an Asheboro lawyer and hotelier. Marsh operated a store on the courthouse square in Asheboro. Elliott, with his father Benjamin, was founder of the Cedar Falls Manufacturing Company textile mill, the county's first such enterprise and eventually a major driver of the county economy (investors also included Marsh, McCain, Troy and Worth; Elliott, Troy and McCain also were investors in the Randolph Manufacturing Company, another major industry in what would become Franklinville).⁶ Lawrence was the Methodist Episcopal minister. Glenn was a carriage maker. Hill was a major property owner and investor in the Union Mill manufacturing concern near what would become Randleman.

⁵ "An Act to incorporate the Trustees of the Randolph Female Academy, in Randolph County," *Laws of the State of North Carolina Passed by the General Assembly at the Session of 1838-'39* (Raleigh: J. Gales and Son, Office of the Raleigh Register), 1839, 95.

⁶ *Randolph County 1779-1979* (Asheboro: Randolph County Historical Society, 1979), 76.

Worth's involvement is particularly noteworthy. He was born in the Center community of northern Randolph County in 1802 to Daniel and Eunice Worth. His family background was Quaker, a faith that placed a high value on education. A follower of Archibald DeBow Murphey, a state senator known as the "father of public education" in North Carolina, Worth became an ardent advocate for public schools.⁷ He studied law under Murphey beginning in 1823. He would marry Murphey's niece, Martitia Daniel, in 1824.⁸ In 1817, Murphey had articulated a comprehensive strategy for public education in a report to the legislature that would lay the groundwork for the state's public school system – even if it would take several decades to come to fruition.⁹ It wasn't until 1839 that the General Assembly passed the state's first law creating a public school system; brief and somewhat vague, it required much further development.¹⁰ The legislator who in the following session drafted and championed the legislation providing structure to the 1839 law was the state senator from Randolph County, Jonathan Worth.¹¹

The 1839 legislation placed on each county's ballot a "yes" or "no" vote on establishing a public school system, to be funded by the local government and the state. Randolph County voted "yes" by 847-512.¹² The vote having passed, the county court appointed a group of school system superintendents that included Worth, who was elected chairman; he served in this capacity for 23 years.¹³ The superintendents divided the county into 21 school districts, each with a six-man leadership committee, and as more schools were built, into an eventual 71 districts. As was the case elsewhere in the state, the public schools in Randolph County came to life in fits and starts due to the scale of the project, inconsistent funding, the difficulty in finding qualified teachers, and the lack of centralized

⁷ Richard L. Zuber, *Johnathan Worth: A Biography of a Southern Unionist* (Chapel Hill: The University of North Carolina Press, 1965), 42.

⁸ *Ibid.*, 8-11.

⁹ Powell, 257 ff. See also H.G. Jones, "Murphey, Archibald DeBow," *Dictionary of North Carolina Biography*, Vol. 4 (Chapel Hill, N.C.: University of North Carolina Press, 1991), p. 345.

¹⁰ M.C.S. Noble, *A History of the Public Schools of North Carolina* (Chapel Hill: University of North Carolina Press, 1930), 59 ff.

¹¹ Zuber, 42

¹² *Ibid.*, 47

¹³ *Ibid.*, 53

authority and standards. Statewide, it took more than another decade for the beginnings of an effective public school system to emerge.¹⁴

With three daughters ranging in age from three to thirteen, however, Worth would not wait for a state-supported school system to take hold in Randolph County.¹⁵ Parallel with his work on the public school system, he spearheaded development of the Female Academy. In early 1839, Worth, Drake, Hoover, Marsh and McCain began raising the initial capital needed to construct the building.¹⁶ “The friends of female education (and we hope there are many) in this section of the county,” they declared in an announcement promoting the “Randolph Female Academy” in the February 8, 1839, edition of Asheboro’s *Southern Citizen* newspaper, “will be gratified to learn that the citizens of Asheboro have agreed and pledged themselves to erect a female Academy at this place. A suitable building for the purpose is to be commenced forthwith. As the benefit to be derived from the institution will extend through a section of the country heretofore destitute, and considering that we are mostly mechanics and merchants of moderate capital and limited income – consequently not well prepared to raise funds for public enterprise, it is confidently hoped and believed that our fellow-citizens in this and the neighboring counties will be pleased to extend to us such aid as may be within their power.”¹⁷ They also noted that they already had \$300-\$400 in hand, more than half the money needed for the building.

Colonel Benjamin Elliott, Henry Elliott’s father, gave a half-acre plot of land where the Fayetteville-Salem road crossed the Salisbury road for the site of the school (today the southwest corner of Salisbury and Fayetteville streets), along with an additional donation of \$400.¹⁸ Part of a lot known as

¹⁴ Ibid., 55.

¹⁵ Worth and his wife, Martitia Daniel, would have eight children, seven of whom were daughters: Roxana Cornelia, b. 1826; Lucy Jane, b. 1828; Eunice Louisa, b. 1831; Elvira Evelyn, b. 1836; Sarah Corinne, b. 1839; Adelaide Ann, b. 1842; and Mary Martitia, b. 1846. Son David Gaston, Eunice Louisa’s twin, was born in 1831. William Underwood, “Miss Elvira” (manuscript), Worth Family File, Randolph Room, Randolph County Public Library, Asheboro, NC. Dates verified at findagrave.com.

¹⁶ Zuber, p. 42.

¹⁷ “Randolph Female Academy,” *Southern Citizen* [Asheboro, N.C.], 8 February 1839, in Charles Lee Coon, *North Carolina Schools and Academies, 1790-1840: A Documentary History* (Raleigh, N.C.: Edwards & Broughton Printing Company, 1915), 337.

¹⁸ Randolph County Deed Book 25, 274-275.

Elliott's Green, the donated land sat on the opposite corner of the intersection from Elliott's house and about two blocks away from Asheboro's public square.

The academy trustees selected Eliza Rae of Boston, Mass., as their first teacher.¹⁹ Classes began on June 17, 1839. Among the first students were daughters of some of the founders: Roxanna and Lucy Worth; Martitia and Cornelia Marsh; Nancy Jane McCain and Betsy Hoover.²⁰ An article in the *Southern Citizen* on June 14, calling attention to an advertisement for the school elsewhere in the issue, announced, "Great pains have been taken to lay the foundation of our Seminary on a firm and durable basis; it is hoped and believed that it will be permanent, and extensively useful, not only to the inhabitants of our county and immediate vicinity, but also to youth at a distance, particularly in the Southern Direction."²¹

The advertisement also ran in the *Cheraw Gazette* and the *Fayetteville Observer*. Signed by Worth, McCain, Marsh and Hoover as trustees, it announced Rae as director of the school, noting that "The Trustees believe, from the testimonials she brings with her, that she is eminently qualified by her experience, her education and in every other respect, to take charge of such an institution."²² Sessions would last five months, and were "intended to give a thorough course of instruction, and to qualify pupils to take their places in society."²³ The curriculum included spelling, reading, grammar, geography, arithmetic, philosophy, rhetoric, "needlework, &c," and "music on piano," with an emphasis on spelling, reading and writing. Tuition was \$6 for spelling and reading (about \$150 in 2017 dollars); \$8 for grammar, geography and arithmetic; \$10 for philosophy, rhetoric and needlework, \$10; and \$20 for

¹⁹ "Asheborough Female Academy," *Southern Citizen*, 14 June 1839 in Coon, p. 338. Various spelled as "Rea."

²⁰ Elvira Evelynna Worth Moffitt, "Asheboro Randolph County Schools," [1915-1916] *Moffitt Papers – Randolph County (Envelope 3)*, Randolph Room, Randolph County Public Library, Asheboro, NC. Later compiled in "Reproduction of Education History by Mrs. E.E. Moffitt," *The Daily Courier* [Asheboro, N.C.], 12 August 1937, *Moffitt Papers – Randolph County (Envelope 3)*. Moffitt was a daughter of Jonathan Worth and an alumna of the Female Academy, writing from firsthand recollection. See also Underwood. Moffitt was married three times: to Samuel Spencer Jackson, Samuel Walker and Eli N. Moffitt. She is hereinafter referred to as Moffitt, her name at the time of her writing, and to distinguish her from Randolph County Historian Laura Worth, who also is cited.

²¹ "Asheborough Female Academy," *Southern Citizen*, 14 June 1839, in Coon, 338.

²² Ibid.

²³ Ibid.

piano.²⁴ Although the school would not be residential, local families had agreed to board students at \$6 per month.

About six months after the school began operation, a writer identified only as “A Visitor” described the two-room building in a letter to the *Southern Citizen*: “I was surprised and astonished to find a House large enough to accommodate 60 Scholars, built and finished off, with 12 large glass windows, and every part of the materials of the best quality; and the workmanship of the finest order and the latest style; and furnished too with the necessary seats, tables and a fine Piano. There is a seat for every two Scholars, and a table in front so that every Scholar has a place for both writing and her other studies.”²⁵ In his definitive 1915 account of North Carolina private schools of the antebellum era, educator Charles L. Coon observed, “Here was a village of less than 150 inhabitants, which had a school house large enough for 60 pupils, furnished with tables and chairs, blackboards, and a piano. There are many North Carolina school rooms in these modern times which would not compare favorably with that Asheboro school room of 75 years ago.”²⁶ The piano, in fact, was the first in Asheboro.²⁷

The 1839 visitor went on to share observations on the girls’ rigorous tutelage under Rae: “The first class she examined consisted of some small ones who had commenced 4 months ago in the Alphabet. They could read, and read correctly. They spoke loud, and pronounced each word with distinctness, and after they had concluded the reading of their lesson, the tutoress gave out to them some of the most difficult words in the lesson, and they spelled them correctly – giving a distinct articulation to each letter and syllable. I never saw little children so correctly taught.”²⁸

An arithmetic lesson for the older girls was equally impressive – and apparently progressive. “This branch I am told is particularly attended to,” the visitor writes. “Emerson’s Arithmetic is used. They are taught the four principal divisions of Arithmetic *Orally* before they make use of a slate. This is a

²⁴ Ibid. Dollar value calculated at Inflation Calculator, <http://www.in2013dollars.com/1839-dollars-in-2017?amount=6>.

²⁵ “The Asheboro’ Academy, *Southern Citizen*, 1 November 1839, in Coon, 339.

²⁶ Coon, xiii.

²⁷ Laura Worth, “Asheboro Female Academy,” *The Courier-Tribune* [Asheboro, N.C.], 26 August 1945, 8. Worth was county historian when this article was written.

²⁸ Coon, 339-340

delightful and interesting study as taught in this School. I understand great pains is [sic] taken by the tutoress to make the pupils understand the *principles* and *reasons* of their operations. They are not permitted to pore over a question they can't understand, for an hour or two together. A question is performed by the tutoress whenever they commence a new rule; and the principles *Orally* explained and illustrated. When the question is correctly performed on the Slate, she is not content simply to say, 'It is right.' She makes the pupil explain the reason of each operation themselves or procure[s] the assistance of those further advanced... It is much the best method of teaching Arithmetic."²⁹

Initially, Rae was the only instructor at the academy, teaching all classes to a variety of age groups. Not only was she an effective teacher, but she also encouraged her students to expand their intellectual curiosity outside of the classroom, therefore increasing enrollment and the need for assistant teachers at the institution immediately after it started.³⁰ By January 1840, the trustees were anticipating recruitment of an additional teacher "from the North."³¹

By January 1841, Rae had departed to take charge of the Williamsborough Female School in Granville County.³² There is little evident information about her background before her tenure in Asheboro, but it is possible she was a graduate of the Troy Female Seminary in Troy, N.Y.³³ Troy was established in 1819 by Emma Hart Willard, a pioneer of education for women in the United States and an advocate of expanded educational opportunities for girls.³⁴ Willard's mission was to train young women as teachers and send them to areas of the country where formal education was lacking – most

²⁹ Ibid., 340. The *Emerson's Arithmetic* mentioned is *The North American Arithmetic* by Frederick Emerson .

³⁰ Worth.

³¹ "Asheboro, Female Academy," *Southern Citizen*, 17 January, 1840, in Coon, 342.

³² "The Exercise of the Williamsborough School...," *Raleigh Register and North-Carolina Gazette*, 22 January, 1841, 4 [GenealogyBank.com]. Unless otherwise indicated, newspaper articles cited herein were accessed at North Carolina Historic Newspapers, a product of Newspapers.com, via NC LIVE (www.nclive.org), or directly at Newspapers.com.

³³ Coon, xiii. Coon states on his own authority that Rae matriculated at Troy, but primary source documentation has not been found.

³⁴ For background on Willard, see "Willard, Emma Hart," *American National Biography*, Vol. 23 (New York: Oxford University Press), 1999, 408-410.

notably the south and west.³⁵ She had developed a rigorous teaching method that she instilled in her students. She also penned a number of textbooks on subjects including world history, U.S. history and geography. The school and its young teachers gained a mighty reputation early on, providing highly-qualified governesses and in-home tutors to wealthy southern families.³⁶ As schools for girls were established in North Carolina, Troy alumnae filled the ranks of teachers.³⁷ Troy graduates taught or served as assistants at schools in Hillsborough, Northampton County, Halifax County, Granville County, Caswell County, Statesville, Wilmington, Greensboro and Tarboro as well as Randolph County. In 1847, Troy graduate Angeline B. Crandall “went to the Southern states in company with six other Troy pupils, under the patronage of Mrs. Willard,” where “With the assistance of four teachers she conducted for some years a successful school in Tarborough.”³⁸ Even when a Troy teacher was not present, Willard’s influence could be felt: In Greenville, a Female Seminary was operated by a Mrs. Saffery, “[w]ho has adopted for her model, the justly esteemed and much celebrated system of Mrs. Willard, the Superior of an establishment for education at Troy.”³⁹

It was to Troy that the trustees turned for a succession of principals for the Female Academy. To follow Rae, they brought in Mrs. B.H. Whitney, “late of Troy, New York,” as principal – or as she styled herself in a December, 1842, newspaper advertisement, “Mrs. Dr. B.H. Whitney.”⁴⁰ The large and detailed ad provides a rare glimpse into the philosophy and curriculum of the Female Academy under Whitney’s tutelage, and her expectations of its students. Promoting a “New Seminary” on “Elliott Green, Asheborough, N.C.,” the ad notes that, “The location, in point of health and morality, is not to be surpassed in the South.” Whitney declares: “Unhappily the intellectual education of Females at the

³⁵ Mary Mason Fairbanks, *Emma Willard and Her Pupils or Fifty Years of Troy Female Seminary, 1822-1872* (New York: Mrs. Russell Sage, 1898) 14 [Archive.org. By 1872, over 200 schools employed the Troy teaching philosophy, half of them south [ibid., 15].

³⁶ Ibid., 14.

³⁷ See various references in Fairbanks and Coon.

³⁸ Fairbanks, 155-156.

³⁹ Coon, p. 335.

⁴⁰ “New Seminary,” *Fayetteville Observer*, 7 December 1842, 3. Whitney’s Christian and maiden names, and other background information are not evident; she does not appear in Fairbanks, which includes an exhaustive, if not necessarily complete, listing of Troy alumnae during its first 50 years.

present day is not what it should be, nor what it might be. A great number of Young Ladies think themselves fascinating than scientific. It is too true a large class are taught less to think than to shine. If they glitter, it matters little whether it be the glitter of gilding or of gold.”

She goes on: “In this Institute, it will be the constant aim of the Principal to call forth the powers of mind committed to her charge, and to direct them to the investigation of truth. Her Pupils will be taught to think, to reason, to feel, and that energetic effort and continued application are the only means by which the dormant intellect can be quickened, and the most contracted mind made to expand.” The course of study included no less than 24 textbooks, some of them by Emma Willard, on subjects including rhetoric, logic, history, geography, music, botany, chemistry, geology and philosophy.

The Whitneys also offered students the opportunity to board at their residence, with some requirements. “Young Ladies, placed under the immediate supervision of the Principal, are required to furnish their own Bedding, Napkins and Silver Spoons,” the ad states. “Young Ladies will not be permitted to leave the Boarding House, unless attended by someone in charge. Mrs. Whitney wishes the dress of her Pupils, during school hours, to consist of some unexpensive material made in plain style. Parents and Guardians are requested not to leave their Daughters or Wards the control of money.” Despite the strict curriculum and boarding requirements, Jonathan Worth’s daughter Elvira remembers Whitney introducing some frivolity into the school, including a May Day celebration that drew the whole community and a game called “grace hoops.”⁴¹

During this period, the academy added a kindergarten known as the “Infant Department,” which met at the Methodist Episcopal Church across the Salisbury road from the academy in the present location of the Asheboro City Cemetery, under the tutelage of Angelina Winborne.⁴² Elvira Worth was among the students.

⁴¹ Moffitt.

⁴² Ibid.

The role of Dr. Whitney in the operation of the school, if any, or his life otherwise in Asheboro is not clear. The Whitneys departed following the death of their one-year-old son, Henry Lee, in 1843.⁴³ In December of that year, Dr. and Mrs. Whitney still resided in Asheboro but were running a “situation wanted” ad in a Raleigh newspaper for a position at a girls’ school.⁴⁴

The trustees again recruited from Troy, hiring Louisa Olive Willard (no apparent relation to Emma Willard) to take charge of the Female Academy. Born in Canaan, Vermont, Willard graduated Troy in 1841 and taught two years in Elizabeth City, N.C., before coming to Asheboro.⁴⁵ Elvira Worth recalls that Willard “was considered an excellent instructress and filled her position with perfect satisfaction as testified by my Worth sisters who were her pupils.” In 1845, Willard returned to New York for a more lucrative teaching opportunity.⁴⁶

An interregnum of indeterminate length followed as the trustees searched for a qualified teacher. During that time, reports Elvira Worth, some students hiked a mile east of Asheboro “through a by path, reaching the bubbling spring” to a log house presided over by a strict but effective teacher, Isaac Lee. The trustees eventually recruited a Miss Judson from Massachusetts for the academy.⁴⁷ She “strictly adhered to the rules of the Methodist Church,” eschewing jewelry and wearing an “apostles linen collar... held in place by a simple gold stud.” Among her accomplishments was to develop a “Sunday School literature” book collection and make it readily accessible to the students.

Miss Judson’s first initial was “P.”⁴⁸ She may have been Phebe Judson, who taught at the Greensboro Female College from 1839 until at least through mid-1846, when she was identified as Assistant Governess and Preceptress of Natural Sciences.⁴⁹ By late 1847, she no longer appears in the

⁴³ Ibid. See also “Died,” *Fayetteville Weekly Observer*, 6 September 1843, p. 3.

⁴⁴ “A Situation Wanted,” *Raleigh Register*, 15 December 1843, p.1.

⁴⁵ Fairbanks, 254-255.

⁴⁶ Moffitt.

⁴⁷ Ibid.

⁴⁸ P. Judson, letter to Marinda Branson, 1 June 1848, Branson Family File Box 1, State Archives of North Carolina, Raleigh, N.C.

⁴⁹ “Memoir,” *Raleigh Christian Advocate*, 24 September 1857, 4., referencing Phebe Judson as head of the Greensboro Female College in 1839; various 1939 newspaper articles refer to “Miss Judson” at the college. Also “Greensboro’ Female College,” *The Raleigh Register*, 25 August 1846, 4.

faculty list for the Greensborough institution.⁵⁰ There also is an indication that a Phebe Judson taught during 1837-1838 in the Juvenile Department at the Fayetteville Academy in Fayetteville, N.Y., suggesting a possible Troy connection.⁵¹ When Judson departed Asheboro at the end of the spring session in June, 1848, she relocated to New York.⁵² She was well ready to leave: "I am quite confident I would not endure to teach school in this way another year, at least without taking a long relaxation.... I believe the expectation of being so soon released from so severe toil sustains me in great measure under it," she wrote near the end of the session.⁵³

After Judson's departure, the trustees turned again to the Troy seminary and found Julia Anna Stickney, a native of Rockwell, N.Y., who began teaching in Asheboro after she graduated in 1849.⁵⁴ Stickney boarded with the Worth family and taught until 1853. That year, according to Jonathan Worth's 11-year-old daughter Adelaide Ann, the school had 26 students, including five of the Worth daughters. Six more of the students boarded with the Worth family.⁵⁵ Elvira Worth noted that Stickney was 17 years old when she arrived in Asheboro. "In full justice to this young lady no predecessor exceeded her qualification, or fitness for the place, and to the end of her term in 1853, she left a host of friends and patrons to regret her resignation," Worth states.⁵⁶ The reason for Stickney's departure was her marriage to David Worth following his graduation from the University of North Carolina.⁵⁷ David and Julia Stickney Worth relocated to Harnett County and then Wilmington, where David became a prosperous merchant.

From 1853 to 1855, the Female Academy also had a highly-regarded music teacher. Wilhelmina (Minna) Raven, emigrated from Osnabrück, Germany, to Asheboro in 1852, with her brother August

⁵⁰ "Greensboro Female College," *The Raleigh Register*, 18 December 1847, 3.

⁵¹ Kathy Crowell, "Fayetteville Academy," *rootsweb.ancestry.com*, 25 February 1999, and "Fayetteville Academy," *Fayetteville Academy: Nathan R. Chapman, A.B. Principal...*, Fayetteville, N.Y.: Fayetteville Academy, undated flyer [Google Books]. But she doesn't appear in Fairbanks.

⁵² P. Judson, letter to Marinda Brinson.

⁵³ Ibid.

⁵⁴ Fairbanks, 396.

⁵⁵ Zuber, 43.

⁵⁶ Moffitt.

⁵⁷ Zuber, 43.

Eduard Raven, her sister Bertha and her sister's husband August Julius Brockman.⁵⁸ A well-trained and accomplished musician, she relocated to Greensboro in 1855 with her family, where she taught piano at the Edgeworth Female Academy.

The Asheborough Female Academy's counterpart, the Asheborough Male Academy, had opened in 1842 and had been incorporated on January 25, 1843; trustees of the two institutions overlapped.⁵⁹ James M.A. Drake and Alfred Marsh donated a half-acre each for the school along present-day Academy Street between Fayetteville and Cox streets.⁶⁰ A small house stood on the lot and would become the schoolhouse.

A formal merger of the two institutions took place 1855, as separate operation of the schools under two different boards of trustees was "inconvenient, and attended with difficulty...."⁶¹ The legislation incorporating the combined academies appointed a new set of trustees, including Jonathan Worth, Alfred Marsh, James M.A. Drake, Hugh McCain, A.J. Hale, Reuben H. Brown, Dr. John Milton Worth, Frances Cooper, John Albert Craven, Benjamin Frank Hoover, William B. Lane, and Hardy Brown.⁶² Dr. John Milton Worth, Jonathan's brother and prominent physician who would serve as North Carolina treasure from 1867-1885, would remain a trustee almost until the time of his death in 1902; in 1892, he purchased the Female Academy building from his fellow trustees when its utility as a schoolhouse had ended. By the time of the official consolidation in 1855, the academies appear to have become more Asheboro-centric; by this time "common" (public) schools were beginning to take root in

⁵⁸ "Wilhelmina (Minna) Raven," Unidentified family history excerpt, Asheboro – Schools – Female Academy File, Randolph Room, Randolph County Public Library, Asheboro, N.C.

⁵⁹ "An Act to Incorporate the Trustees of the Ashborough Male Academy, in the county of Randolph," *Laws of the State of North Carolina Passed by the General Assembly at the Session of 1842-43* (Raleigh: Thomas J. Lemay, Printer, 1843) 16. Drake, Marsh, McCain and Worth were appointed trustees, along with William A. Hamlin and John D. Clancey. This school was located on the southeast corner of Fayetteville and Academy streets, the future location of the public Fayetteville Street School. The Male Academy building does not survive.

⁶⁰ Randolph County Deed Book 25, p. 274, June 13, 1843.

⁶¹ "An Act to Incorporate the Two Academies in the Town of Asheboro'," *Public Laws of the State of North Carolina Passed by the General Assembly at its Session of 1854-55....* (Raleigh: Holden & Wilson, 1855), 12-13.

⁶² Ibid. Hardy Brown, Drake, Marsh, McCain and Jonathan Worth all had been appointed town commissioners when the legislature re-chartered Asheboro in 1845. "An Act to Appoint Commissioners for the Town of Asheborough, in the County of Randolph, and to Incorporate the Same," *Laws of the State of North Carolina Passed by the General Assembly at the Session of 1844-45* (Raleigh: Thomas Lemay, Printer, 1845), 167.

parts of the county outside of Asheboro. Original trustees who were more associated with areas of the county outside Asheboro – Gray, Hill and Troy – were no longer serving, while the new trustees included newly-prominent Asheboro names.

Informal merger of the two schools, however, occurred earlier, as evidenced by the appointment of Julia Stickney's successor. About the same time that Stickney departed, the principal of the Male Academy, Josiah Brooks, retired.⁶³ In December 1853, a newspaper article headed "Ashborough Male and Female Academies" carried an announcement by Secretary of the Board of Trustees James M.A. Drake that a nationally-known Presbyterian minister, Dr. Simeon Colton, would take over as teacher at the Male Academy, and his wife, Catherine, would do so at the Female Academy.⁶⁴ The Coltons purchased a farm from Hugh McCain behind the Male Academy in the block now bounded by Academy, Cox and Main streets, and established themselves in Asheboro.⁶⁵

Simeon Colton was a highly regarded, lifelong educator and minister born in Connecticut. A graduate of Yale College, he had served as principal of the Monson Academy in Monson, Massachusetts, and the Amherst Academy in Amherst, Massachusetts.⁶⁶ An unusually prestigious cohort of his former Monson students included Charles Merriam, who established the *Merriam-Webster Dictionary*; Moses S. Beach, who served as editor of the *New York Sun* newspaper; Loring Norcross, uncle of poet Emily Dickinson; the Rev. James L. Merrick, the first American missionary to Persia; and other notables.⁶⁷ Called to take charge of the Donaldson Academy in Fayetteville, a new school established by the Fayetteville Presbytery of the Presbyterian Church in the United States, Colton arrived in North Carolina in 1834. He departed in 1846 for a stint as president of Mississippi College in Clinton, Miss., returning to North Carolina in 1848 to serve as principal of the Cumberland Academy at Summerville in Cumberland

⁶³ Moffitt. Brooks had married Nancy Jane McCain, daughter of Hugh McCain, on September 28, 1849. "Married," *Wilmington Journal*, 28 September 1849, 3.

⁶⁴ "Ashboro' Male and Female Academies," *Weekly Raleigh Register*, 21 December, 1853, 3.

⁶⁵ Randolph County Deed Book 29, 394, 395

⁶⁶ See Franklin Bowditch Dexter, "Simeon Colton," *Biographical Sketches of the Graduates of Yale College...*, Vol. VI (New Haven, Conn: Yale University Press, 1912), 19-23 [Google Books], and Charlesanna Fox, "Colton, Simeon," *Dictionary of North Carolina Biography*, Vol. 1, 408-409.

⁶⁷ See Simeon Colton, *Diary, 1851-1861*, Simeon Colton Papers, 1840-1861, Southern Historical Collection, UNC-Chapel Hill, p. 41, <http://finding-aids.lib.unc.edu/01394/>.

(now Harnett) County.⁶⁸ Shortly after arriving in Asheboro to take charge of the schools, Colton also was appointed to serve as the second minister of Asheboro Presbyterian Church.

Catherine Eleanor Raboteau Colton came from a prominent Raleigh family.⁶⁹ She was educated at the rigorous Raleigh Academy.⁷⁰ Their marriage in 1851 was his third and her second. Catherine's first was to the successful Fayetteville merchant Thomas Fuller, who died at age 32 when she was 25; their sons Bartholomew and Thomas became prominent in North Carolina civic life. Catherine was an experienced teacher and had taught girls at the Cumberland Academy.⁷¹ She was "a lady of unusual ability and attainments," according to Elvira Worth. "There are those now living," Worth writes, "who raise up to call her blessed for her rectitude and impartial administration of the affairs entrusted to her keeping." Catherine also appears to have had a role in providing education for the children of free people of color, who would not have been allowed to attend either academy. Worth reports, "The colored population owe much to her for we have none, other than the School in which she took the lead for many years."⁷² This is one of the few references to formal education of African American children in Randolph County prior to the Civil War.⁷³

An 1855 advertisement in the Fayetteville Observer identified Simeon Colton as superintendent of both academies; Catherine as principal of the Female Academy; and Colton's son from a previous marriage, James Hooper Colton, as principal of the Male Academy.⁷⁴ "Asheboro' is in direct communication, by tri-weekly stages, with Fayetteville, Salem, Raleigh and Salisbury," the add states. "It

⁶⁸ The location of Summerville is now in Harnett County, which was created in 1855.

⁶⁹ See *Dictionary of North Carolina Biography* entries for Robert Thomas Fuller, Bartholomew Fuller and Thomas Charles Fuller. It is interesting to note that details about this very accomplished woman's life must be sifted from information focusing on the male sides of her families.

⁷⁰ Coon, 465

⁷¹ Simeon Colton, "A Card," *The Raleigh Times*, 13 August 1852, 4. In an announcement about the upcoming term of the Cumberland Academy, Colton notes, "Mrs. Colton, who has long been engaged in teaching, will take charge of a class of females, in a separate department, aided by such assistance as may be required."

⁷² Moffitt. The pupils would have been free people of color, as education of enslaved people was illegal.

⁷³ Another was sifted from the 1850 Census by historian John Hope Franklin, indicating that six children were reported by their families as attending school that year. See John Hope Franklin, *The Free Negro in North Carolina 1790-1860* (New York: W.W. Norton and Co., 1971), 169.

⁷⁴ "Ashborough Male and Female Academies," *Fayetteville Observer*, June 18, 1855, 3 [Digital NC]. James Hooper Colton graduated from the University of North Carolina in 1855.

offers a pleasant and healthy residence for those who would send their children away from the sickly localities of the low country.” James had graduated from the University of North Carolina in June 1855. He took over as principal of the Male Academy for its session beginning on July 5, 1855, during a period of indeterminate length when Simeon Colton was in ill health.⁷⁵ The previous summer, James had delayed his return to college to substitute for his father, who had taken a trip to New England for a reunion with his Monson students at the school’s Semi-Centennial Celebration.⁷⁶ By fall 1856, James had taken a position as professor of mathematics and ancient languages at the Fayetteville Female High School.⁷⁷

With the arrival of the Coltons, it appears that the trustees took a less direct role in the operation of the schools. The 1855 advertisement mentions the Coltons, but bears no signature of any trustees, as did ads in earlier years. With the exception of Whitney, previous teachers had been young single women hired by the trustees and provided room and board. These teachers do not appear to have been directly responsible for the financial well-being of the school. The Coltons, however, appeared to rely on tuition – and therefore enrollment – as a substantial part of their livelihood, perhaps indicating that they were more like independent contractors than employees. Thus when enrollment declined, so did the Coltons’ fortunes. “The school has been small numbering in all only 15 and a part of these were present during only a part of the Session,” Colton wrote of the Female Academy in 1856. “The whole amount of the tuition bills \$138.35, a small compensation for a four month labor.”⁷⁸

Nor were the academies immune from problems facing society at large. In March, 1855, a 17-year-old student at the Male Academy who was boarding with the Coltons died following an “ague,” or

⁷⁵ Colton, *Diary*, 56.

⁷⁶ *Ibid.*, 37.

⁷⁷ “Fayetteville Female High School,” *The North-Carolinian* [Fayetteville, NC], 11 October 1856, 3.

⁷⁸ *Ibid.*, 65

fever, and a “violent cold.”⁷⁹ The attending physicians were baffled at the cause of the illness, but on his deathbed the student confessed that immediately prior to the onset of his illness, he was “drawn into company where others were drinking” and took part himself. Later that spring, a measles outbreak affected the schools.⁸⁰ Disputes in the community could also take their toll. In the summer of 1855, some kind of harm allegedly caused by one male student against another led several parents – including founding trustee Hugh McCain – to pull their children out of both schools. “Asheboro is divided into family feuds and a great deal of bitterness prevails among them,” Colton wrote.⁸¹

Despite such tribulations, the schools continued to operate. Simeon Colton taught until his retirement from both the church and the school in 1862. Catherine remained principal of the Female Academy until Simeon’s death in December 1868, after which she relocated to Raleigh to live with her son Bartholomew.⁸²

It is at this point that the documentary history of the Female Academy – and that of the already scarcely-described Male Academy – flags, and local reminiscence takes over.⁸³ During the Civil War, both academies were closed and used as barracks for soldiers. The site of the Male Academy long had been used as public ground, serving as the county fairgrounds and as a muster site for militia as far back as the post-Revolutionary War era.⁸⁴ During the war, Catherine Colton continued teaching students, according to one account, in the Male Academy building until it was converted to a barracks later in the war. Another local woman, Jennie Page Hancock, was said to have conducted a school in her Main Street home.

⁷⁹ Ibid., 51-52. The student was John Beebe Strong, son of John McKay Strong, the mayor of Selma, Ala. The Strongs were originally from Fayetteville, and the boy had been placed under Colton’s tutelage in preparation for college.

⁸⁰ Ibid., 53

⁸¹ Ibid., 58. Colton had previous experience with the potential consequences this type of division: a dispute between two prominent community members had undermined his Cumberland Academy. Ibid., 11-12

⁸² Moffitt.

⁸³ See various accounts in vertical files on the Female Academy, the Male Academy and the Asheboro Graded School, Randolph Room, Randolph County Public Library, Asheboro, N.C. Many are written or collected by former County Historian Laura Worth, and some continue to rely on the memory of Elvira Worth Moffitt.

⁸⁴ Henry King “School Holds Memories for Many,” *The Courier-Tribune*, 11 June 1968, B1.

Classes resumed after the war, but the site at which they were held remains unclear. One history of Asheboro schools, written in 1934, has a one-room school constructed on the Male Academy grounds where Catherine Colton taught in the late 1860s.⁸⁵ The 1934 history also reports that Jennie Hancock took over teaching in the one-room school in 1872. “The schoolhouse was used each year for exhibits of the County Fair,” the account states. “A high, board fence surrounded the property and it was commonly spoken of as ‘The Fair Lot’. Mrs. Hancock, who was a good teacher, enjoyed the love and respect of her pupils.”⁸⁶

Classes had resumed in the Female Academy building by 1876. An advertisement in the *Randolph Regulator* announced the upcoming “Spring Session” lasting 20 weeks, with Eliza Spencer as teacher.⁸⁷ Alexander Worth (A.W.) McAlister, son of Adelaide C. Worth (daughter of John Milton Worth) and Alexander Carey (A.C.) McAlister, at age 83 in 1945, recalled that Spencer was “a very charming and talented lady from Virginia.” Spencer appears to have departed by July, 1878, when she was listed as a student from Forsyth County in the Normal School at Chapel Hill, a teaching institution associated with the University of North Carolina.⁸⁸

In addition to girls, the school was admitting “a limited number of boys under thirteen years of age” in this era (A.W. McAlister was one of these, according to Elvira Worth). Tuition for primary and intermediate classes was \$2.00 (about \$43 in today’s dollars) per month; those classes included spelling, reading, writing, arithmetic, geography, English grammar and history. “Higher English” and foreign languages also were offered, along with instrumental music, including piano and guitar, and vocal music. Mrs. E.E. Jackson – Elvira Worth, now married to attorney S.S. Jackson – taught three drawing lessons each week. Boarding with private families cost \$10-\$11 per month, with a \$1 charge for washing. The ad was signed by trustees John Milton Worth, Benjamin Moffitt, Sam Walker and A.C. McAlister.

⁸⁵ Mildred Lambe, “History of the Asheboro Schools,” [1934], Asheboro – Schools – History of City Schools and School Libraries file, Randolph Room, Randolph County Public Library, Asheboro, N.C., 2.

⁸⁶ Ibid.

⁸⁷ “Asheboro Female Academy, *Randolph Regulator* [Asheboro, N.C.], 16 February 1876, 3.

⁸⁸ “State Normal School Second Annual Session,” *The Chapel Hill Ledger*, 20 July 1878, 1.

Other teachers following Spencer may have included a Mrs. Phillips, Fanny Bluford and Maggie Wilson, who is said to have taught from 1886 to 1887. Nannie Bulla, who was a Female Academy student of Minna Raven in the 1850s, was a longtime local music teacher.

It is possible that at some point during this period, the Female Academy building fell into disuse as the trustees made an effort to consolidate operations at the Male Academy/Fairgrounds site. Several accounts refer to multiple buildings on the Male Academy grounds operating as part of the school. The trustees also made continuing efforts to acquire contiguous property.⁸⁹ In 1875, John Milton Worth and his wife Sallie deeded land to his fellow trustees “for the purpose of being improved, and a female academy, seminary or college established and maintained thereon.”⁹⁰ This appears to indicate that the trustees were considering the need for a new female school or a school at the Male Academy location, although this particular initiative never came to fruition and the trustees were authorized to sell the lots in 1887.⁹¹

Wherever learning took place, the academies served as the main source of formal education in Asheboro through the late 1800s, although with what level of consistency is not known. There also were a number of small or “short-term” schools operating in the community.⁹² A December, 1891 advertisement in *The Courier* touted the spring term of the “Asheboro Academy (Male and Female)” opening January 7, 1892.⁹³ The school would offer primary, grammar and high school, and music in “Handsome buildings.” Students would be “prepared for any College or University, or for active life” under the tutelage of the Rev. J.B. Game. Game had left his post as principal of the Cedar Grove

⁸⁹ Randolph County Deed Book 29, p. 379, 1854; Randolph County Deed Book 31, p. 170, 1860; Randolph County Deed Book 32, p. 170, 1860; Randolph County Deed Book 38, p. 648, 1875.

⁹⁰ “An Act to Authorize Trustees of Ashboro Male and Female Academies to sell or donate and convey certain lots in the town of Ashboro, in Randolph County,” *Laws and Resolutions of the State of North Carolina Passed by the General Assembly at its Session of 1887...* (Raleigh: Josephus Daniels, State Printer and Binder, 1887) 907.

⁹¹ Ibid.

⁹² Lambe, p. 2.

⁹³ “Asheboro Academy,” *The Courier* [Asheboro, N.C.], 3 December 1891, 3.

Academy in Orange County.⁹⁴ In August 1892, he was offered and accepted a position as principal of the Wymton School in Columbus, Ga.⁹⁵

By the 1890s, however, the public school system in North Carolina was expanding so rapidly that many smaller private schools closed to make way for public institutions. The citizens of Asheboro had determined that public schools capable of serving the entire community were necessary. In 1891, the legislature amended its 1855 incorporation of the Male and Female Academies, appointing trustees for the academies and for the defunct Randolph Agricultural Society (in regards to that organization's interest in the Male Academy lot, the old county fairgrounds), empowering them to sell the Female Academy property and instructing them to apply the proceeds "to the building of a larger and more suitable house... for educational purposes."⁹⁶ The trustees of the academies again were among Asheboro's most prominent citizens: Eli A. Moffitt, W.F. Wood, W.H. Moring, Dr. P.H. Morris, A.C. McAlister, J.E. Walker, John Milton Worth, G.S. Bradshaw, J.A. Blair and Marmaduke Swaim Robins. Appointed to represent the interest of the Agricultural Society were Thomas J. Redding and J.C. Fuller.

Proceeds from a sale of the Female Academy would go to establishment of the Asheboro Graded School on the site of the Male Academy and the fairgrounds – Asheboro's first public school.⁹⁷ On December 3, 1892, the Asheboro Female Academy was sold into private hands – to Dr. John Milton Worth – for \$250 (about \$6,500 in today's dollars).⁹⁸ Worth died in 1902; the next year, his executors sold the property to W.J Armfield Jr.⁹⁹

In 1894, the Male and Female Academy trustees executed a 10-year lease of the Male Academy site, buildings and their contents to the School Committee of Asheboro, consisting of J.E. Walker, Eli A.

⁹⁴ "Hillsboro," *The Farmer's Advocate* [Tarboro, N.C.], 2 December 1881, 1.

⁹⁵ "News of the State," *The State Chronicle* [Raleigh, N.C.], 19 August 1892, p.3.

⁹⁶ "An act to re-enact and amend chapter sixty-five of the laws of eighteen hundred and fifty four and fifty-five..." *Laws and Resolutions of the State of North Carolina Passed by the General Assembly at Its Session of 1891...* (Raleigh: Josephus Daniels, State Printer and Binder, 1891), 1103.

⁹⁷ King.

⁹⁸ Randolph County Deed Book 73, 349. Dollar value calculated at <http://www.in2013dollars.com/1892-dollars-in-2017?amount=250>.

⁹⁹ Randolph County Deed Book 104, p. 500.

Moffitt, H.C. Rich, Romulus R. Ross and A.O. Redding, “for the purpose of running a school....”¹⁰⁰ The era being that of Jim Crow, the deed indicated that the school would be for white children; schools for African American children in Asheboro would develop separately. The School Committee members were the representatives of the Asheboro district of the Randolph County public school system. The Asheboro Graded School, a frame building, was constructed facing Academy Street, and opened in 1894 offering nine grades, with some high school level studies included.¹⁰¹

In 1905, the North Carolina General Assembly created the Asheboro Graded School District separate from the county school system, known today as the Asheboro City Schools.¹⁰² The Asheboro Graded School came under its auspices. In 1906, the Male and Female Academy trustees donated the leased property to the School Commissioners of the Town of Asheboro.¹⁰³ Thus concluded, after 67-years, the operations of the Asheboro Male and Female Academies.

The new public school quickly outgrew its frame building, which was replaced with a brick building in 1909 that would be known to generations to come as Fayetteville Street School. In 1911, the Randolph Bulletin reported that the “old Asheboro academy” – which could have been the original graded school or a building associated with the Male Academy – was dismantled, moved and rebuilt as a school for African American children.¹⁰⁴

The Female Academy property, meanwhile, was now in the possession of William Johnston (W.J.) Armfield Jr., founder of the Bank of Randolph, whose family would become one of the county’s wealthiest. He also had recently acquired adjoining property on the corner of Salisbury and Fayetteville Streets.¹⁰⁵ There he would build his family’s home, moving the Female Academy building several feet west, toward present-day North Street, to make room for the residence.¹⁰⁶ During the Armfields’

¹⁰⁰ Randolph County Deed Book 78, p. 450, 1894.

¹⁰¹ King.

¹⁰² “An Act to Build a Graded School Building in the Town of Asheboro,” *Private Laws of the State of North Carolina Passed by the General Assembly at its Session of 1905...* (Raleigh, N.C.: E.M. Uzzell & Co., 1905), 1035.

¹⁰³ Randolph County Deed Book 122, p. 311, 4 April 1906.

¹⁰⁴ “Randolph Bulletin,” *The Union Republican* [Winston-Salem, N.C.], 22 June 1911, 7.

¹⁰⁵ Randolph County Deed Book 122, p. 373.

¹⁰⁶ Worth.

ownership, the academy building was used for storage and later converted into living quarters for the servants. The building had sentimental value for Armfield's wife Sallie, as her mother, Cornelia Walker Millis, and other relatives were students at the school.¹⁰⁷

After Armfield's death in 1968, the building was given to the Randolph County Historical Society and became the focus of a restoration project to be completed in the early 1970s. A new location for the building was provided by the Asheboro City Board of Education near its Park Street headquarters, facing Walker Avenue. Restoration work began at the original site of the building and continued after the building was moved.¹⁰⁸ Exterior restoration was to be completed first, following with the interior.¹⁰⁹ A ribbon cutting ceremony was held and the newly-furnished schoolhouse was opened to the public for a tour on the night of the Asheboro City Schools' annual open house in November of 1976.¹¹⁰ This was the first time that members of the public were able to access the newly renovated building.

After the restoration in the 1970s, not much was done with the Asheboro Female Academy. Small events took place surrounding the building in the 1980s, but general interest, concern, and upkeep significantly decreased over the course of the 1990s and 2000s. By 2014, the building was again in need of restoration. Much of the exterior paint had peeled off, there were open gaps in siding and under the entry doors, and the building sagged in the center, indicating the need for structural support.

TreesNC, a grassroots environmental organization with deep roots in the Asheboro community, began seeking a solution for preserving the Academy around 2008. In 2014, TreesNC organized a meeting with Preservation North Carolina Regional Director Cathleen Turner, Asheboro Mayor David Smith and several concerned citizens, to discuss possibilities for preserving the Academy. TreesNC formed an *ad hoc* committee and commissioned a Historic Structure Report for the Academy by Restoration Contractor Carl Kessler. In 2001, Kessler had become the first North Carolina contractor to complete a newly established three-year Certification of Historic Preservation Technology Program,

¹⁰⁷ Ibid.

¹⁰⁸ "Female Academy, Schools Schedule Open Houses," *Randolph Guide* [Asheboro, N.C.], 10 November 1976, 1.

¹⁰⁹ Ibid.

¹¹⁰ Ibid.

established by the N.C. Community College system at Randolph Community College. Kessler's work on the restoration of private homes and museums had earned him Preservation NC's Gertrude S. Carraway Award of Merit in 2007 and Best Restoration of the Year from Preservation Greensboro in 2009. Kessler was particularly interested in the opportunity to work on the restoration of the 1839 Asheboro Female Academy as this was the very structure which served as his research project that had earned him the Certification of Historic Preservation Technology Program credential years before.

Kessler's Historic Structure Report yielded a highly detailed analysis of the current state of the Academy building, and proposed a plan for a historically accurate renovation. With the plan in hand and significant funding from local and regional donors in place, a second restoration got underway. By spring of 2017, the restoration was largely complete and the building now appears as it likely did in 1839, with much of its original bones intact.

The Asheboro Female Academy thrived as an educational institution through many decades, whereas most similar institutions that dotted the state's counties and municipalities were relatively short-lived.¹¹¹ The institution sent cohorts of young women into the world equipped with a schooling rivaling that of young men at a time when education for girls outside basics skills and the domestic arts was scarce. During its heyday, it drew the finest educators from one of the country's most prestigious teaching institutions. Along with its counterpart Male Academy, it acted as bridge between an era of little formal schooling and that of mature public schooling, and laid the groundwork – literally – for Asheboro's city school system. It also is associated with a number of prominent figures, including Gov. Jonathan Worth, the Rev. Simeon Colton, D.D. and, by association, Emma Willard. Architecturally, it retains much of its original integrity (see next section), and has undergone a carefully-researched restoration to return it to its original appearance; although moved from its original site, it sits on a small wooded lot that suggests the character of the original location. Finally, while not reaching all strata of society, it extended the opportunity for formal education beyond the domain of the very wealthy to the

¹¹¹ Zuber, 43

“mechanics and merchants” who comprised the community’s emerging middle class. The Female Academy also is emblematic of the desire of the community in more recent years to preserve its shared history, community members twice having invested significant resources to restore the physical remnant of the important early school.

ARCHITECTURAL INTEGRITY

The construction history of the Asheboro Female Academy centers around three significant events. The first event is the initial construction of the building in 1839. The second event occurs over a century later with a restoration and change of location by the Randolph County Historical Society in the 1970s. The third is a historically-accurate restoration just completed by Trees NC in collaboration with the Asheboro City Schools.



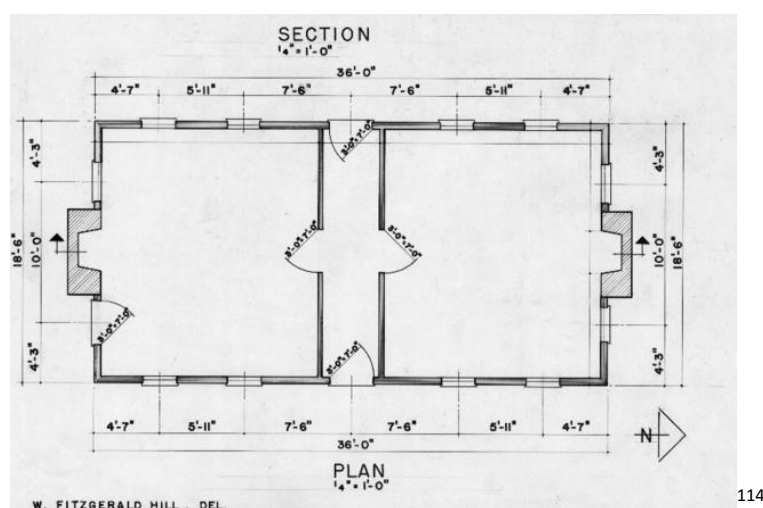
The earliest known photograph of the Asheboro Female Academy, probably circa 1890.

There is little documentation on the initial construction of the building; more emphasis was placed on its purpose as a place for female education in the rapidly expanding center of Randolph County. The earliest written record of the academy appeared in *The Southern Citizen*, a local newspaper, before construction began. Along with stating the function of the building, the article asked for monetary donations from “friends of female education.”¹¹² There is no record that credits an architect or builder for the school. The earliest description of the building after its completion came from a letter

¹¹² “Asheboro Female Academy” *Southern Citizen* (North Carolina), February 8, 1839.

to *The Southern Citizen* in 1839, approximately six months after the school opened for operation. A visitor states, “I was surprised and astonished to find a House large enough to accommodate 60 Scholars, built, and completely finished off, with 12 large glass windows, and every part of the materials of the best quality; and the workmanship of the finest order and the latest style: and furnished too with the necessary seats, tables, and a fine Piano.”¹¹³

The schoolhouse measures eighteen by thirty six feet, consisting of two rooms with a central hall, as depicted here:



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The foundation was made of brick, with the remaining architectural framework, like the joists, sills, and piers, being made of wood.¹¹⁵ The original roof material is unknown, but it is possible that the building had a wood shingle roof based on the earliest known photograph. A standing-seam metal roof was installed between 1946 and 1953.¹¹⁶ The building also featured a moderately pitched side-gable roof, wood cornices and, weatherboard siding.

¹¹³ Chip Womick, “‘Friends of Female Education’: The Asheboro Female Academy Opened in 1839,” *The Courier-Tribune* [Asheboro, N.C.], 18 July 2015: 1B+.

¹¹⁴ W. Fitzgerald Hill, “Longitudinal Section, Floor Plan, and Detail, Asheboro Female Academy, Asheboro, North Carolina,” in *Built Heritage of North Carolina: Historic Architecture in the Old North State*, UA #110.041, University Archives, North Carolina State University Libraries, Raleigh, North Carolina.

¹¹⁵ Randolph County Historical Society, “Plans for Exterior Restoration: Phase One” Asheboro Female Academy file, Randolph Room, Randolph County Public Library, Asheboro, N.C.

¹¹⁶ “Asheboro Female Academy before restoration, 1946” *Randolph County Historical Photograph Collection*, Randolph County Public Library, Randolph Room, <http://www.randolphlibrary.org/historicalphotos.htm>



The original schoolhouse had symmetrical exterior brick chimneys in the center of the gable ends. There were three doors leading into the structure; two primary doors on the east and west elevations that led into the center hall, and one door on the south elevation that led directly into one of the two classrooms.¹¹⁸ The eight sections of windows in the building are distributed evenly in each classroom, with four on both the east and west elevations. The windows were a double-hung nine-over-nine sash. The door is topped with a four-pane transom, flanked by fluted pilasters the same height as the transom.



The alterations to the school building after it closed down in 1892 and before it was restored in the 1970s are not specifically documented. However, the building was explicitly described as being “converted” into servants quarters under the Armfield family, giving the impression that it underwent

¹¹⁷ “Asheboro Female Academy,” *Randolph County Historic Photograph Collection*.

¹¹⁸ Charles Burkhead, “Details, Asheboro Female Academy, Asheboro, North Carolina,” Historic Architecture Research. Project Records (UA110.041), Special Collections Research Center at NCSU Libraries. <http://d.lib.ncsu.edu/collections/catalog/bh011304501>, “NCSU Libraries’ Digital Collections: Rare and Unique Materials.”

¹¹⁹ Randolph County Historical Photographs, Randolph County Public Library, Randolph Room, <http://www.randolphlibrary.org/historicalphotos.htm>

prominent changes during this period.¹²⁰ This can be seen in an undated photograph of the building, simply referred to as a “before restoration” image. One major difference is the overgrown landscaping that surrounds the building, giving it a look of being uncared for or unkempt.



The photograph shows wooden lattice work around the doorframe as well as a screen door and a tin roof. These are significant aesthetic differences from the wood-shingle roof and plain weatherboard siding found in earlier documentation of the building’s construction.

Eventually, when the building was given to the Randolph County Historical Society by the Armfield family in the late 1960s, plans were formulated for the first official historic restoration of the building, beginning with the exterior changes.¹²² The goal of the restoration was to alter the building in such a way as to make it resemble its original state. However, the field of historic preservation was fairly new and constantly changing during this time period and that had a significant effect on the procedures of the project. The window glass of the building was replaced with an inadequate imitation of hand-blown nineteenth-century glass in an effort to keep the aesthetic while maintaining functioning windows. The chimneys were altered but are not the correct size or design for a historic restoration of the period. The tin roofing was removed and the original framing was covered by a half-inch thick

¹²⁰ “The Old Female Academy,” *The Courier-Tribune*, August 26, 1945, 8.

¹²¹ “Asheboro Female Academy before restoration,” Randolph County Historical Photographs

¹²² Randolph County Historical Society, “Plans for Exterior Restoration: Phase One.”

plywood sheathing before adding the new wood shingles.¹²³ Supposedly, the tin from the roof was salvaged but not used in any other part of the restoration. The Historical Society worked with local saw mills and painters to create reproduction window sashes, shutters, and weatherboard siding. The exterior restoration did not seek to remove old materials from the building, but to instead supplement the older materials with modern interpretations. For example, the original brick foundation of the structure was not removed, but new bricks were handmade by Old Carolina Brick Company of Salisbury, North Carolina to place alongside the original where they were needed.¹²⁴



The 1976 restoration after a period of deterioration.

The biggest effect of the 1970s restoration was the decision to move the building to property owned by the Asheboro City Schools, adjacent to the school system's Central Office building. This took the structure out of its original context and created a new landscape for the academy, complete with a new wooden sign, a small porch with white hand railing, and a white picket fence lining the property. Thus the building remained until the TreesNC restoration over the past three years.

The 2014 Historic Structure Report by Carl Kessler, commissioned by TreesNC, yielded a highly detailed analysis of the state of the Academy building by that time, and proposed a plan for a historically accurate renovation. A physical study of the four major areas of concern was performed:

¹²³ Ibid.

¹²⁴ Ibid.

- Crawl space, foundation and chimneys.
- Exterior walls, windows and trim.
- Interior walls, windows and trim.
- Attic space, ceiling joists, roof rafters and roof.

In addition to describing the general state of the structure, the Report detailed the amount of original/ replacement material in the structure, as follows.

- **Frame.** The building is a center hall design with a post and beam frame that is mortised, tenoned and pegged. The post and beam frame of the structure was found to be in near original condition. The floor beams were original 10" diameter hand hewn logs placed on 36" centers. There were 11 floor joists with seven original logs and four replacement beams. One floor beam displayed heavy termite deterioration. All other floor beams appeared sound.
- **Floor.** The floor boards are a mixture of modern circular sawn planks and original sash sawn planks. Circular sawn boards were easily depicted by their radius saw marks and flame patterns on the backside of the boards. Historians have documented that all lumber in 1838 was dimensioned by sash sawn (vertical teeth marks) or pit sawn (slightly angled teeth marks) and the first circular saws were not in the area until 1852 when the Fayetteville and Western Plank Road came to Asheboro. The original sash sawn planks were quarter sawn, an old technology used to create the hardest wood for flooring.
- **Walls.** The exterior walls are clapboards and the interior walls, ceiling and floors are tongue and grooved wood planking. The windows are nine over nine double hung sashes. The 1976 restorations included the addition of a three tab asphalt shingle roof, the replacement of the foundation and both chimneys, and the replacement of all doors with replicas. The interior tongue and grooved wall planks were in good condition and consisted of a mixture of original and replacement boards. The saw marks were not visible as all the boards were planed and painted, but when a light was angled across the grain of the board the plane marks become

visible. Chatter marks from machine planned boards become very noticeable under these lighting conditions, while hand planned boards had smooth, light grooved paths from the plane. Many of the east and west walls boards had been replaced, while a large portion of the north and south walls were original.

- **Ceiling.** The ceiling boards are mostly original sash sawn boards as visible saw marks can be seen in the attic on the reverse un-painted side of the boards.
- **Interior Trim.** The mantel in the east room was determined to be original, as all of the wood had been hand planed and the moldings were simpler and filled with paint. The mantel in the west room was machined planed and the moldings were much cleaner. The chair railing in both east and west rooms were a mixture of original and new trim. It appeared that most of the north and south walls were original.
- **Attic.** Inspection of the attic revealed both the ceiling joists and the original roof rafters were hand hewn beams that were dimensioned by sash sawing. A few extra new rafters were added for support and plywood decking was laid for the shingle roof in the 1976 restoration. There were 11 original rafters and four replacements on 30" centers. As mentioned earlier in this report the ceiling boards were sash sawn indicating that most are original.
- **Roof.** Was the original roof a shake roof? This was very common at the time. The original roof rafters were inspected for evidence of attic ghost marks on the side of the rafter beams very close to the decking surface. If there was a roof leak that ran down a rafter it would show different color marks directly under the lattice. Several such marks were found and all of them were 5" long. This would indicate that originally there was a lattice system that supported a shake roof.

Over the years there had been significant replacement of materials and components throughout the Female Academy building. However, most of the post and beam framework was original, as was approximately 60 percent of the interior ceiling, floor, wall planking and trim work.

Following development of a restoration plan and a major fundraising effort by TreesNC, Kessler was appointed as contractor / specialist for the renovation of the structure. Restoration of the primary structure is now essentially complete. Every effort was made to use historically accurate materials and craftsmanship.

Improvements include:

- Repaired stress cracks and missing bricks in the foundation.
- Added support piers to the north wall. Coated and injected deteriorated beams and floor joists with cedar oil and similar products to harden and solidify wood.
- Removed lead-based paint (using permits and EPA guidelines) on the exterior siding and trim.
- Replaced or treated all deteriorated and soft wood with second growth or old growth heart pine siding machined to match existing clapboards and exterior trim. Primed and finish painted all siding and trim.
- Removed asphalt shingle roofing and replaced with historically accurate hand-split cedar shake roofing.
- Installed reinforcement rafters to support cedar shake roof.
- Custom built new entry doors, using historically accurate pegged construction.
- Sanded and sealed floor boards.
- Analyzed paint layers to identify original paint colors, and painted exterior in original color. Hand sanded and repainted ceiling and wall boards and all interior trim.
- Removed all glass from sashes, repaired glazing, replaced glass as needed with historically accurate restoration glass. (windows rebuilt by Double Hung Windows, Greensboro, NC)
- Replaced shutters with custom built historically accurate (pegged) shutters.
- Reworked finish grade at foundation
- Built 3 new stoops and steps.

- Installed HVAC system for heating and cooling as needed for proper use of building as an educational facility.
- Installed electric utility. Discretely installed electric wiring upgrades.
- Reinforced beams, joists and rafters as needed.
- Replaced door hardware with period locks and hinges.
- Researched and commissioned historically accurate student work tables and benches.
- Researched and purchased original period antique furniture and artifacts.

Future planned work includes new landscaping based on a report drafted by Tony Mayer of Piedmont Perennial Landscapes and Dr. Marie Weil of the University of North Carolina School of Social Work. This report proposes a landscape design that “doesn’t add anything to the landscape without evidence that it was present historically,” and which “make[s] it clear to visitors that this is not an accurate depiction but an interpretation of the historical site.”¹²⁵



The Asheboro Female Academy as restored 2014-2017.

¹²⁵ Tony Mayer and Dr. Marie Weil, “Asheboro Female Academy Restoration: Landscape Design Report,” Asheboro, N.C.: TreesNC, 27 April 2016, 3.

MAPS AND PHOTOS

A Geographical Information System (GIS) air photography map (produced by the Randolph County Planning Department) of this property reflecting the structure and its relation to nearby streets and other buildings is included with this report. Photographs reflecting exterior features are included. Photographs also include landscape features and physical settings.

HISTORICAL RESEARCH CERTIFICATION

Historical data used for this report will be reviewed in a public hearing by the Randolph County Historical Landmark Preservation Commission. A final record of approval will be reflected in the official minutes of the Commission.

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1 inch = 180 feet

Randolph County Planning and Development

Location: 1126 S PARK ST, 27203

This map was prepared by Randolph County, NC for the County's internal use. Randolph County, its agents and employees make no warranty as to the correctness or accuracy of the information set forth on this map, whether expressed or implied, in fact or in law, including without limitation the implied warranties of merchantability and fitness for a particular purpose. Map is based on NC Coordinate System of 1983. Date: 5/17/2018 - Planning - pztvm



Asheboro Female Academy Site

Randolph County GIS



Proposed designation boundary

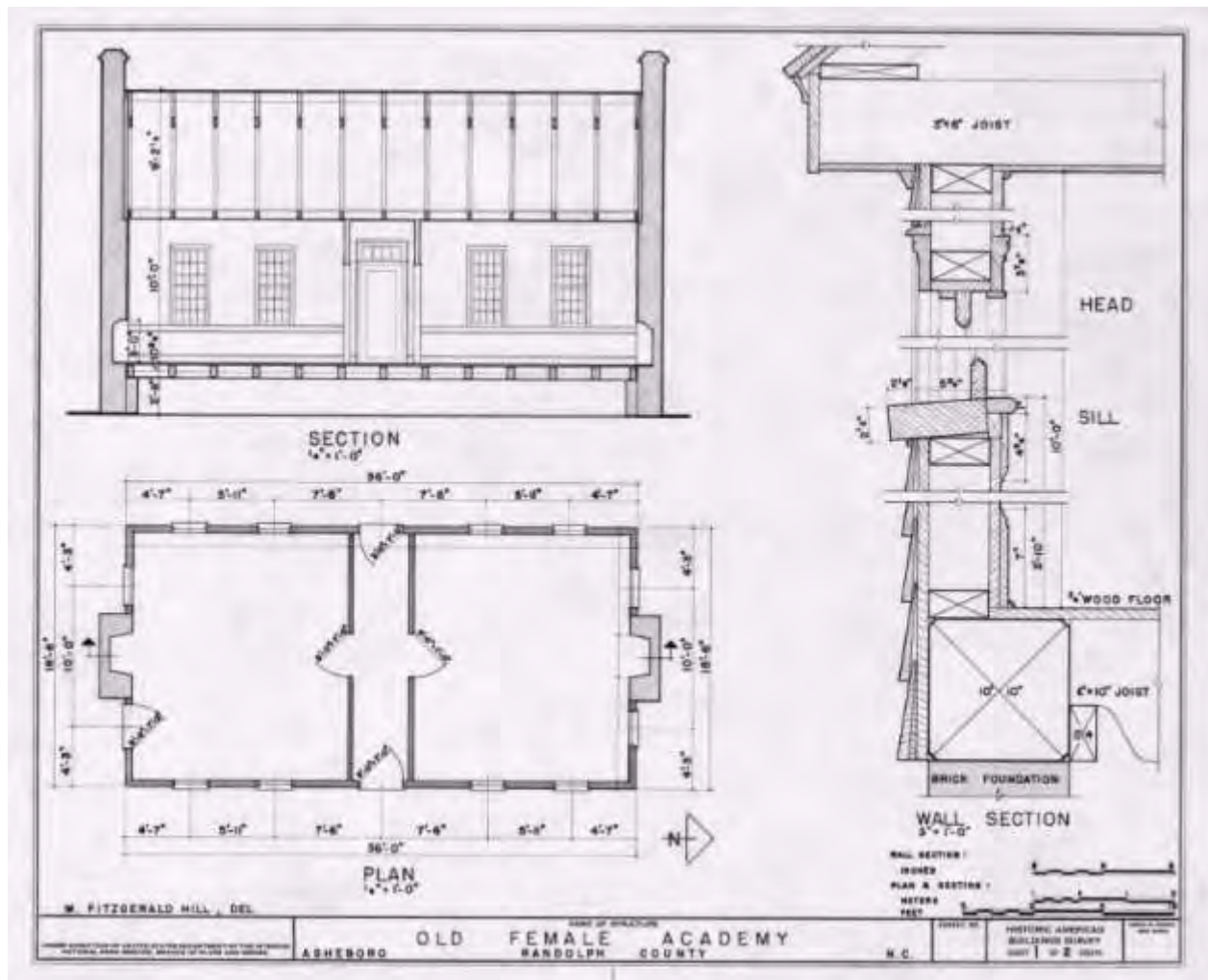


Approximate location in Asheboro



1126 S. Park St. full parcel

Asheboro Female Academy Floor Plan and Elevation



Hill, W. Fitzgerald. "Longitudinal Section, Floor Plan, and Detail, Asheboro Female Academy, Asheboro, North Carolina." In *Built Heritage of North Carolina: Historic Architecture in the Old North State*. UA #110.041. University Archives, North Carolina State University Libraries, Raleigh, North Carolina.



South front facing Walker Avenue.



Southeast quarter facing Walker Avenue.



East side.



Northeast quarter facing interior of lot.



North front (window at right above foundation provides view of original post-and-beam construction)



West side



Southwest quarter



View from street showing rail fence put in place during 1976 restoration



View window showing post-and-beam construction detail



Roof detail



Ironwork detail



Foundation detail



Interior view of east room showing original mantle and recreated period desks.



Central hallway looking south during restoration.



Oldest known Female Academy photograph, circa 1890.



Female Academy building after conversion for storage or servant quarters by Armfield family.



1976 renovation largely complete — sign leaning against building would be placed on southwest lawn



Decorated for the holiday season following the 1976 restoration